

Videogames writing contracts

A good practice guide

www.writersguild.org.uk



You can contact our Videogames Representative/s
via email: **games@writersguild.org.uk**

WGGB members can access free support and advice with
their contracts via our Casework Team:
casework@writersguild.org.uk



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Introduction

These good practice guidelines are designed to help demystify the key contractual terms that videogames writers should expect to receive, whether you are working as a company employee or as a freelancer.

The aim of these guidelines is to help inform writers' contractual negotiations. While we cannot guarantee that companies or studios will be amenable to our recommendations, we always advise writers to push for fair and equitable terms. Negotiating fair terms will not only benefit you and your future work, but other writers, too.

Members of the WGGB can access our free contract vetting service (covering contracts which fall under UK law, which relate to your writing work). Our casework team can also support you with other issues you encounter in the course of your working life as a games writer, including workplace grievances, bullying, discrimination and harassment, HR advice and more. Please email casework@writersguild.org.uk to find out how we can help you.

The difference between employment and freelance work

Under UK law, there are different laws which apply to freelance workers and employed workers. It is always important to be absolutely clear what kind of model you will be working under.

FREELANCERS

Freelancers are self-employed. They are usually engaged to work on specific projects, for a limited amount of time, and set their own rates of pay and working hours. Freelancer workers automatically have copyright over any work they create and will license or assign this to a producer/publisher via a contract. Freelancers can work under multiple contracts at any given time. Freelancers are not entitled to rights and protections under UK employment law.

EMPLOYEES

Employees are employed on an ongoing (or fixed-term) basis by a company. They work across any project that their employer dictates, with defined and contracted working

hours, and earn a regular salary. Employees automatically assign any copyright created during the course of their employment to their employer. Employees usually only work under one contract at any given time. Employees are entitled to rights and protections under UK employment law.

The below table lays out the difference between employees and freelance workers.

	EMPLOYEES	FREELANCERS
EMPLOYMENT STATUS	Employed on a permanent or fixed-term basis by an organisation	Self-employed, work on a contract-by-contract basis
WHAT THEY WORK ON	Any project(s) as designated by their employer across their employment	Engaged to work on specific projects for a limited amount of time
WHEN THEY WORK	Work during defined and contracted working hours	Set their own working hours
WHAT THEY EARN	Earn a regular salary as defined by their employer	Set their own rates per project
COPYRIGHT	Any copyright produced during employment is automatically assigned to the employer	Automatically has copyright over what they produce and licenses/assigns this copyright via a contract
CONTRACTS	Usually only work under one employment contract at any given time	Can work under multiple contracts at any given time
RIGHTS AND PROTECTIONS	Are entitled to rights and protections under UK employment law	Are not entitled to most rights and protections under UK employment law*
STATUTORY PAYMENTS	Are usually entitled to statutory payments related to their employment, including sick pay, redundancy pay etc	Are not usually entitled to such statutory employment payments

*Freelancers do have limited protections regarding health and safety while working on a client's premises, and protection against discrimination.

Employment contracts

If you have been employed by a company, then you will receive a contract of employment. The checklist below is an indication of what your contract ought to contain. However, it is always worth getting your contract checked ahead of signature – WGGB members can email casework@writersguild.org.uk to request contract vetting on any UK agreements related to their writing work.

EMPLOYMENT CONTRACT CHECKLIST

- The name of the employer
- The employee or worker's name
- The official date on which the employee or worker starts work
- The date that 'continuous employment' (working for the same employer without a significant break) started for an employee – this is important if you are changing roles within the same organisation
- The job title and job description
- The employer's address
- The places or addresses of where the employer or worker will work (including if flexible working is available)
- How much the employee or worker will be paid, and when they will be paid it
- Working hours, including core working days and whether an employee or worker's hours or days can change
- Holiday and holiday pay, including how it is calculated if the employee or worker leaves
- The amount of sick leave and pay, and any other paid leave (if this is not included in the contract, the employer must make it clear where this information can be found)
- Any contractual benefits (which the employer must provide) and non-contractual benefits (which the employer may provide but can choose not to)
- The notice period which either party must give when employment ends
- How long the job period is (if it is temporary or fixed-term)

- If the employee will work abroad, and any terms that apply
- Training that must be completed by the employee or worker, including training the employer does not pay for
- How any copyright you create during your employment will be managed (usually automatically assigned to the company)
- What the governing jurisdiction of the contract is (such as the UK)

You should also have access to an employee handbook and links to other policies related to your employment.

Some terms can be offered later – but no more than two months later – than the initial agreement. These include:

- Pension arrangements
- Any collective agreements (terms and conditions that also apply to other colleagues)
- Details of non-compulsory training provided by the employer
- Disciplinary rules and disciplinary and grievance procedures

If your contract refers to other documents or steps, it is important that your employer states what these are and where you can find them.

Your employer should also put into writing what the job offer is, how the employee will be paid and the standards of behaviour expected from employees and what happens if these are not met.

Freelance contracts

For freelancers, the contract is key. Because freelance workers are not employees, and therefore do not benefit from rights and protections under UK employment law, it is crucial to ensure that your contract is fair and robust.

The below is a useful checklist of what you should expect to see in a freelance videogames contract. However, it is always worth getting your contract checked ahead of signature – WGGB members can email casework@writersguild.org.uk to request contract vetting on any UK agreements related to their writing work.

FREELANCE CONTRACT CHECKLIST

- Freelancers are usually engaged on a project-by-project basis, so there should be clarity around the deliverables (what you are being contracted to deliver) and deadlines and fees for this work.
- Freelancers are able to work under multiple contracts at any given time. Look out for clauses which refer to “exclusivity” or “first call”, as these may impact your ability to accept other work. Similarly, keep an eye out for “non-compete” clauses – which restrict you from working with a competitor – and seek advice where necessary.
- Freelancers are able to define their own working hours. Look out for clauses which limit this ability, such as clauses which reference “core hours”. Be especially aware of this if you are working remotely in other time zones.
- Under UK copyright law, freelancers automatically have copyright over their creative works, until it is licensed or assigned to a company, something which can happen in game development. Contracts should be clear about what copyright is being assigned, at what stages, and what consideration you will receive in exchange.
- It should be very clear in your contract what fee you can expect to be paid for your work, as well as any future payments which you may be entitled to.
- The credit you can expect to receive in exchange for your work should be clear and defined within the contract. This should be a suitable title which matches the work you have done (see our [Videogames guidelines](#) for more on credits). A defined credit is particularly important if you are asked to waive your moral rights over your work, as this limits your right to be identified as the author of the piece.
- Your contract should contain relevant information on what expenses you may be entitled to claim and how you can claim them. This is particularly important if the company requires you to purchase specialist hardware or software licences in order to complete the work.
- Your contract should be clear on what organisational policies apply to you as a freelance worker, including bullying and harassment and grievance procedures. There should also be some information on dispute procedures.

- Your contract is likely to have a confidentiality clause, requiring you not to disclose details of the project publicly for a certain amount of time. You may also be asked to sign a non-disclosure agreement (NDA) (see page 10 for further information). Confidentiality clauses should be limited. There should be scope for you to use your writing samples (or screenshots, video recordings etc) from the project as portfolio pieces. You should also not be prevented from whistleblowing.
- Your contract should ask you to warrant certain things. These usually include warranting that you are free and able to enter into the agreement, that all work you produce is original to you (ie not plagiarised) and that no other rights in your work have been exploited elsewhere.

What if I'm both?

It is very common for writers to work on freelance projects while simultaneously holding a separate role as an employee. For example, a freelance narrative designer might also hold a part-time position as a university lecturer. This can help writers to supplement their freelance income through regular work.

If you are working as both a freelancer and an employee, it is important to remember that employees automatically assign all IP produced in the course of work to their employers. The best ways to protect yourself is to:

- Check that your employment contract has clear clauses relating to the assignment of copyright in the course of your employment. Some employers can overreach, so it is always worth getting any clauses that you are unsure about vetted.
- Don't do any of your freelance work during your scheduled employed hours.
- Don't use any devices provided by your employer – including computers – to do your freelance work.

Worker status

Some people may have the status of ‘worker’ if the work they do is provided by an employer but working patterns are irregular, the employer does not provide guaranteed hours, and the worker does not have to accept work that is offered, but should be available where they agree to work.

Worker contracts are sometimes referred to as ‘zero-hours’, ‘low-hours’ or ‘casual’ contracts.

Workers share some rights with employees, including minimum wage payments, paid holiday and protection for whistleblowing, discrimination and less favourable treatment for part-time work.

However, workers are not entitled to a minimum notice period, statutory redundancy pay and protection against unfair dismissal.

Videogames writers may be legally viewed as having worker status if they are contracted as a freelancer but have the working patterns of an employee. WGGB members who are concerned about their worker status – and possible implications – can contact casework@writersguild.org.uk for further advice and guidance.

Non-disclosure agreements (NDAs)

It is the WGGB’s recommendation that you do not sign a non-disclosure agreement (NDA) over the course of your work.

However, studios may request that you sign an NDA before job interviews, writing tests, or other situations where you may be required to come into contact with their IP.

While NDAs limit your ability to disclose sensitive information about the project, signing an NDA does not legally prevent you from whistleblowing, reporting a crime to the police or discussing your pay for reasons related to equal pay. WGGB members can speak to their union under these legal protections.

If you are asked to sign an NDA, you should ensure that it contains the following information:

- The name and address of the company.
- A description of what “confidential information” means, and who owns it.
- A description of how you can use confidential information. Usually, it will be only to fulfil the contract, and there may be demands on how you store the information (digitally or physically) and when to return or destroy it. Make sure you understand these terms or ask for clarification. You may be asked to erase confidential information after the period of work has ended – however, companies do not have the right to search any of your personal equipment used during the contract.
- Information on how long the non-disclosure period lasts (for example, five years from signing the NDA) and whether you can talk about the project in the future.
- What the governing jurisdiction of the contract is (such as the UK).
- The WGGB recommends that, before signing an NDA, members should seek advice from the WGGB by emailing casework@writersguild.org.uk.

Further resources

- [Writing for videogames – a WGGB guide for game writers and those who work with them](#)
- [Should I work for free in videogames?](#) A WGGB guide
- [Acas – free, impartial advice on workplace rights, rules and best practice](#)

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