

CONTRACT NOTES

Contracts can be:

Written (formal)

Verbal (informal)

Unspoken [implied] (informal)

Contracts: what they can do for you

- Make an agreement binding
- Give clarity and certainty
 - Flush out points which aren't actually agreed...
 - ...avoiding arguments later
- Demonstrate professionalism
 - Show you don't intend to be ripped off
- Evidence trail for later disputes

Contracts: what they can't do

- Won't stop people trying to rip you off
 - They'll just put it in the small print – which you have to read
- Won't mean what you want it to mean unless you make sure it does
- Won't force them to do what it says
 - You may still have to go to court to do that
 - But a contract is much easier to get a court to enforce than copyright is

Put it in writing every time!

- Otherwise it is just your word against theirs
 - Before commencing artwork
 - WHO is going to do WHAT by WHEN and for HOW MUCH
- See AOI Acceptance of Commission form

Illustrator will deliver artwork to Commissioner on [date]

Illustrator will invoice Commissioner at the rate of £[] per illustration [on delivery]

Commissioner will pay Illustrator within 30 days after delivery of the invoice

Contract don'ts

- Don't:
 - Convince yourself it is all too much trouble and you don't need to
 - It's more trouble later when
 - you are not paid and
 - your work is re-used without permission in a massive advertising campaign... and they claim you agreed
 - agree to anything you don't understand
 - Make them explain it, and record the explanation

Rights grabs:

- Delivery of illustrations does not give commissioner any express rights in the copyright
- Licence is implied for them to publish for the specific purpose discussed between you
 - And preferably spelled out in the contract
- They will ask for assignment of the copyright, Watch out for these phrases:
 - Assignment of copyright
 - 'All rights'
 - Standard contract
 - 'Work for hire' (USA only - not a UK legal term, but it means an assignment of copyright)
 - Blanket agreement (covers all future work as well)
- It is a commercial issue:
 - Are they prepared to pay for it?
 - What do they actually intend to do with the work?
 - Why isn't a licence exclusive for that purpose sufficient for their needs?
 - Or a licence exclusive in time e.g. 5 years, 10 years?
 - What is the downside to you?

Organisations campaigning for creators.

Creators' Rights Alliance - creatorsrights.org.uk

The Creators' Rights Alliance (CRA) brings together the major UK organisations representing copyright creators and content providers throughout the media - particularly, television, radio and the press.

The British Copyright Council - britishcopyright.org

(BCC) was established in 1965 and is a national consultative and advisory body representing organisations of copyright owners and performers and others interested in copyright in the UK. It lobbies the British Government, the European Commission and Parliament and international bodies on matters of copyright and related issues.

Design and Artists Copyright Society - dacs.org.uk

(DACS) is the UK's copyright and collecting society for artists and visual creators. DACS exist to promote and protect the copyright and related rights of artists and visual creators. Payback - If you've had work published in magazines and books or on TV contact DACS for a form