



## About Copyright Witness & Copyright Registration

### 1. The pitfalls of copyright protection

Copyright protects the creator of a work from having it published, copied or broadcast in any way, unless they have given permission, but can you trust those who get hold of your work to respect your interests?

These issues seem especially worrying as many companies and individuals are now also publishing their work on the Internet.

Although copyright exists automatically in law, proving it can be a very difficult matter. All too often it boils down to a case of their word against yours. Without proper protection, something you've worked on could end up making money for someone else.

The best option is to have your work registered, so that in the event of a dispute, you can prove conclusively that you are the rightful copyright owner.

### 2. How registration helps

We offer a well established registration service for authors of original work. If ownership of a piece of work is ever in dispute, the service aims to offer irrefutable proof that you are the genuine copyright owner.

#### i. Independent proof of your work

Our strict policies ensure that you have no way to change the content of your registration, this means we can be counted on to supply strong and independent evidence.

#### ii. Evidence available time after time

If your need to prove content of your work, we always supply this as a copy, and we do not return the version originally deposited with us. This means you can use the evidence time after time without it losing validity.

#### iii. Secure, managed archive

Registrations are backed up electronically, and stored in geographically separate locations. This means that your work will never be lost through data-corruption, fire, or other problem. All back ups are also encrypted, to ensure strict confidentiality and security.

### 3. What happens when you register work?

Everyone who registers work is given a personal account number. Each work is given a unique code identifying it as the authors work, and information about the work is stored in the account. The author then receives a certificate as proof of registration.

An entry in our archive is evidence of copyright ownership, and can assist in the event of a dispute.

Our policies of data protection, backup and contingency planning ensure that your work remains safe and secure for the duration of the registration.

### 4. If your work is infringed

If an infringement is made on your copyright, your entry in our registry will provide strong evidence of your copyright ownership from the date of registration.

At your request, we can produce copies of the work registered, stating the registration date. This can be used as evidence in any legal case to verify your claims.

### 5. What types of work can be registered?

Just about anything that is an original work.

Examples of works we hold include:

Music, lyrics, sound recordings, design work, web-sites, advertisements, labels, computer programs, films, scripts, books, manuscripts, synopsis, artwork, photography, plans, designs, patterns, maps, charts, periodicals, catalogues and other documents, games (rules and descriptions) and commercial documents.

### 6. How much does registration cost?

We offer registration with certificate for 5 and 10 year periods. At the end of this period, you will be given the opportunity to extend for a further period as required.

Our standard charges for on-line registrations are £37.00 for 5 years, £62.00 for 10 years.\*

The standard charges for postal applications are £45.00 for 5 years, £70.00 for 10 years.\*

For on-line applications, a charge of 2p per megabyte will apply to uploads over 10MB.\*

For postal applications, additional charges may apply to large uploads and formats which are difficult or slow to archive. Please see the on-line/postal application form for details.

\*Please check on-line/postal application forms for current rates.

### 7. How To register your work

#### i. On line

Our on line registration service provides immediate cover for your work, and is available on our website at: [www.copyrightwitness.com](http://www.copyrightwitness.com)

#### ii. Postal applications

The following formats are all acceptable for registration by post:

- CD.
- Floppy Disc (1.44MB, 3½inch).
- DVD.
- USB Flash drive.
- Fabric and prints.
- Paper documents, transparencies and photos.
- Video tapes: PAL VHS & NTSC formats.
- Cassette tapes.

CD is generally considered the best format for registration as it provides generous storage for most works.

To register by post, complete the application form F-01 and send it with a copy of the work (do not send the original) and registration fee to:

**Copyright Witness-Registrations  
4 Tavistock Avenue,  
Didcot,  
Oxfordshire,  
OX11 8NA**

Please see our fact sheet P-04 'Registering Copyright' for more information.

Application forms and information can also be found on our website at: [www.copyrightwitness.com](http://www.copyrightwitness.com)

### 8. Fact sheets and application form

The following fact sheets are designed as an introduction to the concepts of copyright, and to provide information to help authors/copyright owners get the best protection for their work. The F-01 registration form is also included at the end of this pack, and this may be used for registering work with Copyright Witness.

Application forms and information can also be found on our web site at: [www.copyrightwitness.com](http://www.copyrightwitness.com)



# UK Copyright Law

This fact sheet outlines the laws covering copyright in the United Kingdom and the work to which it applies.

## 1. Introduction

Copyright law and copyright originated in the UK from a concept of common law; the Statute of Anne 1709.

It became statutory with the passing of the Copyright Act 1911.

The current act is the Copyright, Designs and Patents Act 1988.

## 2. Types of work to which copyright applies

### i. Literary

Song lyrics, manuscripts, manuals, computer programs, commercial documents, leaflets, newsletters and articles etc. Computer programs regulations in 1992 also extended the copyright of literary works to include computer programs.

### ii. Dramatic

Plays, dance, etc.

### iii. Musical

Recordings and score.

### iv. Artistic

Photography, painting, sculptures, architecture, technical drawings/diagrams, maps, logos, etc.

### v. Typographical arrangement of published editions

Magazines, periodicals, etc.

### vi. Sound recording

May be recordings of other copyright works, e.g. musical and literary.

### vii. Films

### viii. Broadcasts and cable programs

## 3. When copyright occurs

Copyright arises whenever an individual or company creates a work:

A work is subject to copyright if it is regarded as original, and must exhibit a degree of labour, skill or judgement.

Interpretation is related to the independent creation rather than the idea behind the creation. For example, your idea for a book would not itself be protected, but the actual content of a book you write would be.

Names, titles, short phrases and colours are not generally considered unique or substantial enough to be covered, but a creation, such as a logo, that combines these elements may be.

## 4. Who owns the copyright on a piece of work

Normally the individual or collective who authored the work will exclusively own the copyright. However, if a work is produced as part of employment then normally the copyright belongs to the employer who hired the individual.

For freelance or commissioned work, copyright will usually belong to the author of the work, unless there is an agreement to the contrary, (i.e. in a contract for service).

Copyright does not subsist in any part of a work which is a copy taken from a previous work. For example, in a piece of music featuring samples from a previous work, the copyright of the samples would still remain with the original author.

Only the owner, or his exclusive licensee can bring proceedings in the courts.

## 5. Duration of copyright

The 1988 Copyright, Designs and Patents Act states the duration of copyright as:

### i. For literary, dramatic, musical or artistic works

70 years from the end of the calendar year in which the last remaining author of the work dies.

If the author is unknown, copyright will last for 70 years from end of the calendar year in which the work was created, although if it is made available to the public during that time, (by publication, authorised performance, broadcast, exhibition, etc.), copyright will run for 70 years from the end of the year that the work was first made available.

### ii. Sound Recordings and broadcasts

50 years from the end of the calendar year in which the work was created, or, if the work is released within that time, 50 years from the end of the calendar year in which the work was first released.

### iii. Films

70 years from the end of the calendar year in which the last principal director, author or composer dies.

If the work is of unknown authorship: 70 years from end of the calendar year of creation, or if made available to the public in that time, 70 years from the end of the year the film was first made available

### iv. Typographical arrangement of published editions

25 years from the end of the calendar year in which the work was first published.

### v. Broadcasts and cable programmes

50 years from the end of the calendar year in which the broadcast was made.

### vi. Crown Copyright

Crown copyright will exist in works made by an officer of the Crown, this includes items such as legislation and documents and reports produced by government bodies.

Crown copyright will last for a period of 125 years from the end of the calendar year in which the work was made.

If the work was commercially published within 75 years of the end of the calendar year in which it was made, Crown copyright will last for 50 years from the end of the calendar year in which it was published.

### vii. Parliamentary Copyright

Parliamentary copyright will apply to work that is made by or under the direction or control of the House of Commons or the House of Lords and will last until 50 years from the end of the calendar year in which the work was made.

## 6. Acts restricted by copyright

It is an offence to perform any of the following acts without the consent of the copyright owner:

- i. Copy the work.
- ii. Rent, lend or issue copies of the work to the public.
- iii. Perform, broadcast or show the work in public.
- iv. Adapt the work.

The author of a work, or a director of a copyright film may also have certain moral rights:

- v. The right to be identified as the author.
- vi. Right to object to derogatory treatment.

**7. Acts that do not infringe copyright**

"Fair dealing" is a term used to describe acts which are permitted to a certain degree (normally copies of parts of a work) without infringing copyright, these acts are:

- i. Private and research study purposes.
- ii. Performance, copies or lending for educational purposes.
- iii. Criticism and news reporting.
- iv. Incidental inclusion.
- v. Copies and lending by librarians.
- vi. Acts for the purposes of Royal Commissions, statutory enquiries, judicial proceedings and parliamentary purposes.
- vii. Recording of broadcasts for the purposes of listening to, or viewing, at a more convenient time. This is known as "time shifting".
- viii. Producing a back up copy for personal use of a computer program.
- ix. Playing sound recording for a non profit making organisation, club or society.  
(Profit making organisations and individuals should obtain a license from PRS for Music.)

**8. Useful addresses**

The Patent Office  
Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ  
Tel: 08459 500 505  
Web site: <http://www.ipo.gov.uk/>

PRS for Music  
29-33 Berners Street  
London  
W1P 4AA  
Tel. 02075 805 544  
<http://www.prsformusic.com>

Copyright Licensing Agency  
Saffron House  
6-10 Kirby Street  
London  
EC1N 8TS  
Tel. 020 7400 3100  
[www.cla.co.uk](http://www.cla.co.uk)

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- You may not alter, transform, or build upon this work.
- All copies of this work must clearly display the original copyright notice and website address.
- Any on-line reproduction must also provide a link to the Copyright Witness website [www.copyrightwitness.com](http://www.copyrightwitness.com).

**9. Common questions****Can I copyright an idea?**

No. Copyright may protect a work, drawing or plan that outlines the idea, but copyright cannot prevent the idea itself from being used elsewhere. Dependent on what the idea is, i.e. an invention, it may be possible to apply for a patent.

**Are names protected by copyright?**

No. There is no copyright in a name, title, slogan or phrase. These may however be eligible for registration as a trade mark. For more information contact the Patent Office.

**What about work published on the Internet?**

It makes no difference how the work is stored or published, copyright law still applies.

**What about music which is made up of sample and loops of other songs?**

Although the work for the main part may be original, and copyright apply will apply to the specific arrangement, the parts which were copied from another track would retain the original copyright. You should seek permission from the author of the samples before you consider publishing or broadcasting such a work.

**What about computer programs and material stored in computers?**

Under the Copyright Designs And Patents Act, computer programs are now protected as literary works.

Databases may receive copyright protection for the selection and arrangement of the contents. Also database right may exist in the data itself. This is an automatic right and protects databases against the unauthorised extraction and re-utilisation of the contents of the database. Database right lasts for 15 years from the making but, if published during this time, then the term is 15 years from publication.

**What constitutes a copyright work?**

Any literary, dramatic, design, musical or artistic work. So long as the work, "exhibits a degree of skill, labour or judgement".

**Can Copyrights be inherited?**

Yes. The person who inherits the work will become the new copyright owner.

**Does format or quality of the work matter?**

Copyright exist in works regardless of format, i.e. electronic images or photographs, computer files or paper documents, and regardless of the quality of the work.

**What happens when a copyright expires?**

The work will fall into the public domain, making it available to all. This is why so many companies can publish works by William Shakespeare, classical composers etc.

**Where can a copyright licence or permission for use be obtained from?**

The Copyright Licensing Agency licenses users to copy extracts from books, journals and periodicals. They collect fees from licensed users and pay authors and publishers their shares of the copying fees. For other works you should contact the publisher of the work, as they will certainly know how to obtain permission or a licence to use the work.

**Is a licence needed for the public performance of music?**

Yes, to obtain a performance licence contact PRS for Music.

**How does copyright apply in works which contains extracts, quotes etc.?**

Any extracts or quotes would retain the original authors copyright, and permission should be sought before using them.

**How does copyright differ from a patent?**

A patent protects the concept, idea or invention itself whereas copyright would protect the written description of the idea. A breach of copyright would occur if the written description was copied, whilst a patent would protect the idea being put into use.

For more information on patents, contact the Patent Office.



# Protecting Copyright

This fact sheet has been produced to help authors of original works identify potential problems and understand how to more effectively protect their copyright. The following points are recommendations aimed at minimising future risks.

## 1. Copyright notices

The copyright notice should be obvious and legible. If applicable, (e.g. web sites) the notice should appear on every page.

Mark any copies of your work with a copyright notice, on the body of the work as well as the cover or sleeve.

The copyright notice should take the form of:

- i. The actual term 'copyright'.
- ii. The copyright symbol '©'.
- iii. The year.  
Normally when first published, but for unpublished work, use the year it was written.
- iv. The name of the copyright owner.  
This can be an individual, collective or organisation.  
e.g. Copyright © 2005 Joe Smith.
- v. For sound recordings you should also include a phonogram copyright notice for the sound recording itself, using the ® symbol to denote the copyright of the sound recording.  
e.g. Copyright © 2000 Joe Smith/® 2000 Joe Smith

## 2. Extending the copyright notice

You may also include a statement of some kind expressing your wishes as the copyright owner.

For most uses, a simple "All rights reserved" statement is sufficient. Depending on the work and how you wish it to be used, you may choose a more explicit declaration, such as:

*Any unauthorised broadcasting, public performance, copying or re-recording will constitute an infringement of copyright.*

There are many available wordings, depending on the terms acceptable to the copyright owner, for more examples, see our fact sheet P-03 "Using Copyright Notices" or check similar works by other authors.

## 3. Supporting evidence

Additional evidence to support your claim in case of dispute.

- i. In software include footprints (deliberate mistakes, algorithms etc.) which can uniquely identify you as the author.
- ii. Include watermarks or comments in electronic graphics files.
- iii. Keep or register background work, e.g.:
  - Draft versions.
  - Lyric sheets, music score, midi files, demo tapes and rough recordings.
  - Working documents, sketches and drafts.
  - Prototypes and out takes.
- iv. If the work evolves after registration, you can also use the registration update facility via our website or form F-08 to register updated versions of your work.

If you ever make a claim to the Copyright Tribunal or a court this can be very valuable as it demonstrates evolution of your ideas.

## 4. Register your work

To prove your work was created before a certain date, and to give stronger supporting evidence, we recommend that you register your work with Copyright Witness, who can substantiate your claim in case of a dispute.

Once registered, you are also permitted to state: "This work is registered with Copyright Witness" as an extra deterrent against infringement.

## 5. Agreement between co-authors

In the case of work jointly authored by a collection of individuals, you should have some agreement, whereby if a member of your group or collective leaves you are all clear what will happen to the copyright of your work.

The most straightforward method to take when deciding your agreement is to think of the collective or principal writer/writers as an employer for whom you work. (Normally if you produce work under contract of employment the business will hold the copyright to that work).

Here are some points to bear in mind when coming to your agreement.

- i. If one person writes the bulk of the work, they may wish to take the work with them if they leave.
- ii. If works are written as a group effort, will they remain the property of the remaining members if one of more of the authors leaves?
- iii. Copyright may exist in different forms. In music for example, copyright will exist separately in the lyrics as a literary work, in the music as a musical work, as well as a phonographic copyright in any sound recordings. For the purposes of an agreement, it is normally easier to include them as part of the overall work, but think through what this means to each of you
- iv. What happens to royalties and commissions if any work is later published or sold?

The key point is to think ahead, even if you think things will end amicably they may not, and it may cost you your friendship as well. The time to decide is before someone leaves, not after!

## 6. Points to note

- i. If a work is produced as part of your employment normally the copyright belongs to the company which hired you, unless there is an agreement to the contrary.
- ii. For freelance or commissioned work, copyright will usually belong to the author of the work, unless there is a contrary agreement, (i.e. in a contract for service).
- iii. Only the owner of copyright, or his exclusive licensee can bring proceedings in the courts against an infringement.
- iv. Copyright does not exist in names, colours, inventions or ideas, but may exist in a work expressing or composed from these concepts.

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# Using Copyright Notices

This fact sheet explains copyright notices and how to use them to best effect in protecting your work.

## Copyright notices

### 1. What is a copyright notice?

A copyright notice is a piece of text which accompanies a work and expresses the rights and wishes of the copyright owner(s).

### 2. Do I need a copyright notice?

There is no legal requirement to include a copyright notice. Whether a notice is used or not will not change the fact that copyright exists in the work. It is however strongly recommended that you include one on your work if all possible to deter copyright infringement.

The aim of copyright notice is to:

- i. Announce that copyright exists in the work.
- ii. Provide a means of identifying the copyright owner.
- iii. Deter infringement or plagiarism.

### 3. Where should the notice be placed?

The rule to adopt is to ensure that anyone with access to your work is aware of the copyright. If your work can be broken up into several pieces, then the notice should appear on each part. If it would normally be viewed as a whole then one will suffice.

#### i. Written work

For books, manuscripts and other written documents, you should only need one notice, typically this is on the first page or inside the front cover.

#### ii. Leaflets, commercial documents, etc.

Each item should contain a notice.

#### iii. Web sites

Web pages should have one on every page.

#### iv. Music

In the music industry, one is placed on the CD, cassette or LP itself, and one is included on the accompanying sleeve or booklet.

#### v. Photographs and designs

Place a notice at the bottom or on the reverse of the work.

#### vi. Films

Place one notice on the DVD or video cassette, and one on any accompanying sleeve or booklet. It is normal to also place a notice at the start of the film itself before any protected material may be displayed.

Include acknowledgements for the copyright of any images, excerpts etc. that you have used which are not your own. Ensure that you obtain permission before you use anyone else's work.

### 4. Copyright in sound recordings ©

Sound recordings have a copyright separate from the underlying musical composition, and a sound recordings should carry a phonographic copyright notice (denoted by the P in a circle) for the recording itself.

The standard © notice should also be used, but in the case of sound recordings this is used to protect the cover design, lyric sheets or other printed material included with the sound recording.

In our example, this would give the appearance of the notice as:

*Copyright © 2008 Bobby Smith, © 2008 Bobby Smith.*

Tip: On most computers the © symbol can be found within the Webdings font.

### 5. What does a copyright notice consist of?

#### i. Copyright

Some countries will not accept the copyright symbol, they also require the word Copyright to appear in order to consider the notice valid. Using the word ensures that there can be no confusion.

#### ii. ©

The normally recognised copyright symbol. Most countries across the world accept this as the correct manner of displaying copyright.

#### iii. Year of publication

In case of a dispute of ownership of a work, the date plays an important part. If your work was developed and published before any potential opponents then you can usually expect to win any case which challenges your rights.

In the case of work which is continually updated, (for example a web site), the year of publication may be shown as a period from first publication until the most recent update, (i.e. 2000-2008).

In the case of unpublished work, it is common practice to state the year of creation.

#### iv. Copyright owner's name

This may only be one person, or it may be a collective, a band, group or team for example:

If there is one person who owns the rights to a work, then his/her name will appear on its own. If however, your work is owned by several people then you may choose to include the name of each member of the collective, or include the name of the collective itself.

This would give your copyright notice the following appearance:

*Copyright © 2008 Bobby Smith.*

### 6. Using a pseudonym

Although it may not be technically correct (it does not state the name of the legal entity that is the copyright owner), it is very common for an identifiable pseudonym or trading name to be used in the copyright notice to afford the copyright owner some degree of anonymity through obfuscation.

You may also wish to increase your notice in order to clarify any further wishes you have as the copyright owner, this is dealt with in the following sections.

## Extending your copyright notice

### 7. Why extend your notice?

This may be useful if there are certain conditions you wish to attach to the work, for example licensing requirements.

In some circumstances it may be beneficial to allow some activities that would normally be prohibited. You may include instructions about what conditions must be met, or how to apply for a licence to carry out these actions.

In other cases you may wish to simply make it clear that you are withholding all rights, and often the notice is simply extended purely to emphasise the author's strong stance on copyright protection.

To extend your notice, you should simply include a statement that explicitly sets out these terms, the statement should appear as a sentence after the copyright notice.

### 8. Wording your statement

There are several items to think about when wording your statement. Decide in relation to your work, what you wish to permit. Be specific in your wording, make it clear what you will allow and what is prohibited.

Probably the best starting place is to think from the point of view of withholding all rights and then carefully word any allowances as exceptions, making sure it is clear that these are the only allowances you will make.

Here are some areas to consider:

#### i. Copying, duplication, reproduction

The right to produce a copy of the work

Do you wish certain groups to be able to copy your work? if so what terms would you attach?

#### ii. Selling, hiring

Normally this would be expressly forbidden without the copyright holders consent.

#### iii. Distribution

You may for example have written a shareware program which you will allow to be duplicated and distributed freely so long as you are identified as the author.

#### iv. Commercial, personal or educational usage

Will you allow your work to be used differently by certain groups or individuals?

Educational or private study use is generally permitted under law in any case, but you may want to allow copying for private use but not for commercial gain.

#### v. Licenses

For software, commercial and educational documents in particular, the copyright notice may carry information about obtaining a licence to reproduce the work

By not obtaining a licence, use of the work may be considered in breach of copyright.

### 9. Right to be identified as the author

If for example, the work is distributed without your control, you will wish to ensure that you are still identified as the author/copyright owner.

Note: Copyright is not normally infringed by acts done in the course of private research or study, criticism or news reporting.

## 10. Examples of statements

*"All rights reserved."*

A simple cover all statement. This is the most commonly used copyright notice, that simply emphasises the fact that you withhold all rights to the work, as applicable under law.

*"Any unauthorised broadcasting, public performance, copying or re-recording will constitute an infringement of copyright."*

Another cover all statement, this one is designed for use on sound recordings, but can easily be adapted to apply to other types of work.

The wording makes it clear that the copyright on the work is taken very seriously.

*"Permission granted to reproduce for personal and educational use only. Commercial copying, hiring, lending is prohibited."*

For businesses and organisations this kind of notice can be of mutual benefit as allowing reproduction may help to promote their message.

*"May be used free of charge. Selling without prior written consent prohibited. Obtain permission before redistributing. In all cases the copyright notice must remain intact."*

This is the type of notice often used for software distributed as "freeware" or "shareware", by specifying that the copyright notice remains intact you ensure that all copies will identify you as the author.

Remember, copyright notices are straightforward statements, there is no need to get tied up with legal jargon, the point is to state your wishes clearly and succinctly.

## Additional deterrent against infringement

### 11. Notice of registration

Works that have been registered with Copyright Witness may also include a statement to that effect.

This is an additional deterrent which notifies others that there is very strong evidence with which to pursue a case if the work is infringed. The notice would normally appear next to or below the copyright notice and state. 'This work is registered with Copyright Witness'. The statement may also include the registration number.

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It should be considered only as an introduction to the ideas of copyright. It should not be treated as a definitive guide, nor should it be considered to cover every area of concern, or be regarded as legal advice.



# Registering Copyright Work

This fact sheet explains the process of copyright registration, and the benefits of registering your work.

## 1. Why register?

Although copyright is an automatic right of the author, if an unscrupulous third party infringes your work, proving your claim may be a difficult matter.

In the past, a popular but misguided solution has been to post a copy of the work to yourself. As it is an easy task to open and replace the contents, or simply seal the envelope later, this method does not provide strong evidence in the event of a dispute.

Without more substantial evidence, copyright disputes can boil down to a case of their word against yours, and if the other party has greater financial resources, reputation and lawyers it may be very difficult to get a ruling in your favour.

This is why we feel the best solution is to have the work registered, so that in the event of a dispute you have the best, independently verifiable, evidence that you are the copyright owner.

## 2. About Copyright Witness

One of the key considerations in setting up Copyright Witness was to achieve a better level of copyright protection at a price that everyone can afford.

Copyright Witness is essentially an independent witnessing service and an archive of original works, which offers impartial supporting evidence of copyright ownership.

Nothing can ever provide a 100% guarantee, but if you register your copyright and follow our guidelines we feel you will have done as much as possible to protect your work.

## 3. What types of work can be registered?

Just about anything which is an original work, here are some examples based on experience so far:

Music, lyrics and sound recordings. Design work. Web sites. Advertisements, plans, designs and patterns. Labels, maps and charts. Computer programs. Films and scripts. Books, manuscripts and synopsis. Artwork and photography. Commercial documents, logos, letterheads. Periodicals, catalogues and other documents. Games (rules and descriptions). Descriptions of ideas prior to patent.

## 4. What happens when your work is registered?

- You will be allocated a personal account number, and information about the work is stored in our database.
- To ensure your work is protected against unauthorised access, we create an encrypted electronic copy in place of the submitted version which may then be discarded.
- Encrypted back ups are also stored in multiple, geographically separated locations. This precaution ensures protection against data corruption, fire, and other risks.
- You will be sent a certificate as confirmation of registration.
- The archive is maintained by Copyright Witness personnel who take every reasonable care to ensure that copies of your work are kept safe and secure for the period of registration. You will also be notified when the registration is nearing its end and offered the option to extend the registration period if required.
- Your details, your work and all data about it are treated as confidential.
- An entry in our archive is evidence of copyright ownership from the date of registration, and will assist you in the event of a dispute.

## 5. How to register your work

### i. On-line

The fastest way to register is via the on-line registration service available on our website. This provides immediate protection for your work.

### ii. Postal applications

To register by post, simply complete the registration application form F-01, and send the following:

- A copy of the work to be registered.
- The completed application.
- The registration fee.

## 6. When to register

It is important to remember that a registration is evidence of your work from the registration date. It is therefore best to register sooner rather than later so you establish the evidence before your work has a chance to be infringed..

## 7. Accepted media formats for postal applications

### i. Recommended formats

Recommended formats are all acceptable in the standard fees with no extra cost:

- Compact disc, DVD, or USB Flash drive up to 1GB (1024MB) of data.  
(Video DVDs must be multi region [Region 0] or playable on UK machines [Region 2], PAL format, and not copy protected).
- Floppy disc - (1.44mb, 3½inch).
- Fabric, up to 20 samples of A4/Letter/Foolscap size maximum per registration.
- Paper documents or transparencies up to 20 pages of A4/Letter/Foolscap size:

This includes all items printed on a paper media type including photographs. Wherever possible, single side printing, non bound documents are preferred.

### ii. Formats requiring an additional processing fee

These formats incur an extra fee to cover additional data back-up cost and administration time, (please see section headed "Charges and registration limits" for details):

- DVD, (or CD/Flash media) containing over 1GB of data.
- Video tapes: PAL & NTSC VHS.
- Paper documents over 20 pages:
- Cassette tapes.

### iii. Not accepted

The following formats are not accepted

- SECAM or PALm (Brazil) video tapes.
- DAT tapes (any format).
- Paper documents larger than A3 size. (10 pages maximum at A3 size).
- Zip or Jaz drive.
- Vinyl Records.
- MiniDisc.
- Negatives or film reels.

Persons wishing to register formats not listed should first contact Copyright Witness via our web site or write to us at the following address to confirm terms:

**Copyright Witness Registration Enquiries**  
**4 Tavistock Avenue, Didcot, Oxfordshire, OX11 8NA,**  
**United Kingdom**  
**www.copyrightwitness.com**

**8. Charges and registration limits****i. On-line****a. On-line registration fees**

The current charges for on-line registration are £37.00 for 5 years, and £62.00 for a 10 year registration period. This covers uploads of up to 10mb per work registered.

Uploads over 10mb are also subject to a charge of 2p per additional megabyte.

**b. On-line registration limits**

There is no limit on the amount of data that can be included in a registration processed on-line, and no limit to the amount of files that may be uploaded within each registration.

If you have a large number of files, we do suggest that you use an archiving program such as WinZip, Stuffit or Tar, to preserve your directory structure and simplify your upload.

Note: Most web browsers, (i.e. Internet Explorer), will only upload files smaller than 2GB. Larger items would therefore need to be split into 2 or more files before uploading.

**ii. Postal applications****a. Registration fees for postal applications**

The current charges for postal applications are £45.00 for 5 years, and £70.00 for a 10 year registration period.

**b. Charges for oversized items**

The standard charges include submissions of CD/DVD or USB drive containing up to 1GB(1024MB) of data, up to 4 floppy discs, or paper documents, photos or fabric samples up to 20 pages A4/Letter/Foolscap size..

A £5 processing fee will apply for:

- Paper documents between 21 & 150 pages.
- DVD/CD disc(s) or USB Flash drive containing between 1GB & 4GB of data.

A £15 processing fee will apply for:

- Paper documents between 101 & 250 pages.
- Cassette tapes.
- DVD/CD disc(s) or USB Flash drive containing between 4GB & 8GB of data. - For DVD/CD/Flash drives containing over 8GB, please add £2 per additional GB.

A £25 processing fee will apply for:

- Paper documents between 251 & 500 pages.
- VHS video.

Larger works should be treated as 2 or more registrations.

The preferred format for postal submissions is compact disc.

**9. For maximum protection, ensure that;**

- i. Your work contains a copyright notice.  
e.g. Copyright © 2000 Joe Smith.
- ii. Once registered, include a statement that your work is registered with Copyright Witness to deter infringement.
- iii. In the case of jointly authored works, you should have an agreement, so that if a member of your collective leaves you are all clear what will happen to the copyright of your work.
- iv. Any significant updates to your work are registered using the registration update form F-08, or the on-line registration update facility available via our website.

For more information about protecting your work, see our fact sheet P-02 "Protecting Copyright".

**10. What if an infringement is made on your copyright?**

In the event of a copyright dispute, Copyright Witness can act as an impartial independent witness, providing evidence to authenticate your claim.

Copyright Witness can verify when the work was first registered by means of a certificate of registration, (further copies can be made at your request), and at your instruction we can produce copies of the work as proof of the content of your work at the registration date, these can be sent to any address you specify, this may be your solicitor, or the judge/tribunal dealing with your case.

This fact sheet is Copyright © Copyright Witness Ltd and protected under UK and international law.

It should be considered only as an introduction to the ideas of copyright. It should not be treated as a definitive guide, nor should it be considered to cover every area of concern, or be regarded as legal advice.

**11. Extending the registration period****i. On-line** ([www.copyrightwitness.com/account/extend\\_reg\\_online](http://www.copyrightwitness.com/account/extend_reg_online))

A registration can be extended using our on-line renewal facility at any point when it has less than 5 left to run.

Expired registrations can also be extended/renewed up to 28 days after the expiry date.

**ii. Postal reminders**

About one month before the registration period ends, you will also be automatically sent a postal reminder with the option to extend the registration for a further 5 or 10 year period if required. You will also an email reminder if we have your email address on record.

The maximum registration duration at any point is 10 years, but renewal process can be repeated as often as required throughout the life of the work, up to the legal copyright duration (which is normally author's life plus 70 years).

**12. Important notes, exceptions and allowances****i. Registering a collection of works under one title**

Where a number of items form a larger collective work, you may register all parts on one CD, on-line upload, etc.

For example: A web site and artwork. A music album, lyrics and midi files. A single collection of poems.

In such cases, the work is registered as one item, with one title; this does not affect the copyright of the work in any way, but please ensure this is suitable for your needs.

Please note: As copyright exists under the name of the author or company/commissioner of the work, work by different authors, organisations or collaborations need be registered separately.

**ii. Allowance for supporting works. (Postal applications)**

Clearly work size can vary enormously, and for that reason, extra charges are waived for clients who submit 2 CD's as a double album, or include a second CD/floppy disc containing information proving work development, e.g. rough drafts, content notes, supplementary files, etc. Both the discs must pertain to the same work.

**iii. Electronic documents with unusual fonts or images**

If you are registering electronic documents, (i.e. Word, Excel, Publisher), ensure that any graphic files are included or embedded in the documents. Also ensure that any custom fonts are embedded, or use standard fonts such as Arial and Times New Roman.

**iv. Extracts, quotes etc.**

If your work includes some parts which are not your own creation, it may still be possible to register provided you either have permission to use the work, and enclose proof of written permission from the copyright owner of the parts in question, (a photocopy will suffice), or remove any parts that are not your own creation from the copy for registration.

**v. Outstanding disputes**

This service provides evidence in case of future infringement. It will not assist if ownership of the work is already in dispute.

**13. Privacy policy**

Copyright Witness maintains a strict privacy policy.

- i. All information submitted will only be used in the function of providing, maintaining and monitoring this service.
- ii. All client details, registered works or registration details are considered confidential and except where legally required, (i.e. by court order or Police investigation), will not be disclosed to any third party without prior consent.
- iii. Client details will never be passed onto other companies, mailing lists, etc.
- iv. All electronic back-ups of works are encrypted, to ensure they cannot be accessed by unauthorised personnel.
- v. All personnel dealing directly with client details are required to sign a confidentiality agreement



This form allows the registration of up to two separate copyright works. If you have more than two works to register, please continue on separate application form(s).

Please refer to the notes in the left hand column for guidance in completing the application. The form must be signed and dated by the copyright holder (or an authorised agent).

**Send the completed form, a copy of your work and payment to:**

Copyright Witness – Registrations  
4 Tavistock Avenue  
Didcot  
Oxfordshire  
OX11 8NA  
United Kingdom

**General notes:**

- The prices quoted on this form are valid until the end of October 2010. After this time you may obtain a current application form either by writing to  
Copyright Witness - Registrar  
4 Tavistock Avenue  
Didcot  
Oxfordshire  
OX11 8NA  
United Kingdom  
or via our web site at [www.copyrightwitness.com](http://www.copyrightwitness.com).
- Once we receive the completed form, one of our administrators will process your application and you will receive written confirmation once this is complete.
- Most applications are dealt with within 2 working days of receipt, but please allow 14 days for postage time and variations in workload.
- A processing fee may be required for registration of larger works or formats that require additional processing. This charge covers the additional administration costs that the back up and archive storage of these works requires. Please see the notes on page 2 of this form for more information on format processing fees.

**Fields marked with an asterisk \* are required and must be completed.**

**1. Contact details of the person registering the work**

Title* (Mr/Mrs/Dr, etc.)	First name(s)*
Last name*	
Account number (if applicable)	
Company/organisation (if applicable)	
Full postal address* (including zip/postal code)	
Country*	
Telephone	
Email	
How did you hear of this service?	

**Section 1 notes**

- What you enter here will be used as the contact details for any correspondence.
- If you are registering for a company, please also include a contact name of the person correspondence should be sent to.
- If you have used the registration service before, please quote your account number. This will speed up processing, and ensure that new registrations are linked to your existing account.
- We recommend that an e-mail or telephone number is given, in case of any concerns or questions regarding your work.

**2. Payment details**

- To pay by cheque, postal order or international money order**  
Cheques/postal orders/international money orders for **UK Pounds Sterling (GBP)**, should be made payable to **"Copyright Witness"**.

**To pay by credit/debit card**

Payment method (tick one)	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	<input type="checkbox"/> Visa Debit
	<input type="checkbox"/> American Express	<input type="checkbox"/> Solo	<input type="checkbox"/> UK Maestro

**Section 2 notes**

- While credit card payments are accepted from any country, cheques and postal orders must be in UK Pounds Sterling. Clients outside the UK may obtain cheques or international money orders in UK Pounds Sterling via their bank.

Card holder's name (Exactly as it appears on the card)
Card number
Valid from (if shown) / / Expiry date / /
Issue number (must be entered if it appears on your card, otherwise leave blank)
Security code (3 or 4 digit CV2 code, normally found on the signature strip)
Card holder's full address (including zip/postal code and country)
Card holder's signature

**Register on-line and save £8**  
Use the on-line registration facility at [www.copyrightwitness.com/register](http://www.copyrightwitness.com/register) and you could save £8 per registration.  
(upload charges apply to registrations over 10MB)

**Section 3 notes**

**• Copyright owner**

Here you should enter the name of the person(s) or organisation that is the copyright owner of the work (normally this is the creator or author of the work).

- For joint ownership, this may be a collective name that you use or a list of names.
- If you wish to use a pseudonym or pen-name please also include your real name. i.e. 'Real Name, ("Pen-name")'.

Please enter the copyright owner exactly as you wish it to be shown on the registration certificate.

**• Title of work**

This should be the name you use to refer to the item you are registering.

Please enter the title of work exactly as you wish it to be shown on the registration certificate.

**• Additional information**

Here you can enter extra information about the work being deposited. What you enter here will be shown on the schedule that accompanies the registration certificate.

**• Length of registration**

Please enter the fee that applies to the period of cover required.

**• Format**

The standard charges include submissions of CD/DVD or USB drive containing up to 1GB(1024MB) of data, up to 4 floppy discs, or paper documents, photos or fabric samples up to 20 pages A4/Letter size.

A £5 processing fee will apply for:

- Paper documents between 21 & 100 pages.
- DVD/CD disc(s) or USB Flash drive containing between 1GB & 4GB of data.

A £15 processing fee will apply for:

- Paper documents between 101 & 250 pages.
- Cassette tapes.
- DVD/CD disc(s) or USB Flash drive containing between 4GB & 8GB of data. For DVD/CD/Flash drives containing over 8GB, please add £2 per additional GB.

A £25 processing fee will apply for:

- Paper documents between 251 & 500 pages.
- VHS video.

If your work requires a processing fee please enter this in the space provided.

Larger works should be treated as 2 or more registrations.

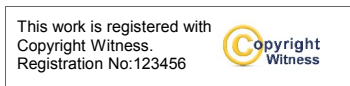
*The preferred format is compact disc.*

**• Extra certificates**

One certificate is included in the fee, please indicate if others are required, and enter the quantity and price in the spaces provided.

**• Notice labels**

Self adhesive labels that state that the work is registered and registration number:



Each sheet contains 84 labels.

If these are required, please enter the quantity and price in the spaces provided.

**• Work 2**

Use this area if you wish to register a second work.

If you have more than 2 works to register please continue on separate copies of this page.

**3. About the work to be registered**

**Work 1**

Copyright owner\*

Title of work\*

Additional information (optional – no more than 80 characters)

Length of registration\* **Either 5 years @ £45.00 or 10 years @ £70.00** £ .....

Format If your work requires a processing fee, please enter it here. (see notes). £ .....

Extra certificates If required, enter the quantity here. (see notes).  Quantity @ £2.00 each £ .....

Notice labels If required, enter the number of sheets (see notes).  Quantity @ £2.00 each £ .....

**Sub-total\*** £ .....

**Work 2** *If you have more than two works to register, please continue on separate form(s).*

Copyright owner

Title of work

Additional information (optional – no more than 80 characters)

Length of registration **Either 5 years @ £45.00 or 10 years @ £70.00** £ .....

Format If your work requires a processing fee, please enter it here. (see notes). £ .....

Extra certificates If required, enter the quantity here. (see notes).  Quantity @ £2.00 each £ .....

Notice labels If required, enter the number of sheets (see notes).  Quantity @ £2.00 each £ .....

**Sub-total** £ .....

**Total\*** £ .....

**GBP (UK Pounds Sterling).**

**Declaration**

*I hereby accept the terms and conditions, and certify that the information I have provided is correct and that the work to be registered does not infringe copyright or other rights of any other party.*

Signed\* (Applicant/authorised agent)

Date\* / /

Applicants under 18 should also obtain a signature from a parent or guardian:

Name of Parent/guardian

Signature:

**Please ensure you enclose a full copy of the work you wish to register. Deposited copies are non-returnable, please do not send the original or master copy.**

## 1 Interpretation

### 1.1 In these Conditions:

'Client'	means the person for whom the Company has agreed to provide Services in accordance with these Conditions.
'Contract'	means the contract for the provision of the Services.
'Services'	means the Registration of works, issue of Certificates and work duplication to aid the proof of copyright in case of dispute.
'Estimate'	means any estimate provided by the Company in relation to the Services.
'Company'	means Copyright Witness Ltd, whose registered office is Dunraven House – Fiscalis, 6 Meadow Court, High Street, Witney, Oxon, OX28 6ER, UK And whose trading address is, 4 Tavistock Avenue, Didcot, Oxfordshire, OX11 8NA. UK.
'Certificate'	means a certificate issued by the Company as evidence of registration with the Company.
'Charges'	means the charges shown in an Estimate or in published literature relating to the Services or as notified to the Client by the Company from time to time.
'Registration'	means the provision of an independent witness service for items submitted by the Client.

1.2 The headings in these conditions are for convenience only and shall not affect their interpretation.

## 2 Supply of the Services

2.1 The Company shall provide the Services to the Client subject to these Conditions. Any changes to these Conditions shall be notified to the Client by the Company and deemed to have been accepted unless the contrary is indicated by the Client in writing within one month. Any changes to the Services proposed by the Client must be agreed in writing by an authorised manager of the Company.

2.2 The Client shall at its own expense supply the Company with all necessary data or other information relating to the Services within sufficient time to enable the Company to provide the Services in a prompt and professional manner. The Client shall ensure the clarity and accuracy of all such data and information. The Client shall check any Certificates provided by the Company, and notify the Company within 28 days of any inconsistencies, these shall be effected free of charge and a new Certificate issued. Excepting updates to Client contact information, no other changes will be permitted.

2.3 The Client shall if so requested by the Company supply it (in the form specified by the Company) with any declaration necessary for the purposes of obtaining any consent or clearance which the Company might be required to obtain by any competent authority to enable it to provide the Services.

2.4 The Services shall be provided in accordance with the Estimate (if any) and otherwise in accordance with the Company's current practice and literature relating to the Services published from time to time subject to these Conditions.

2.5 Further details about the Services and advice or recommendations about its provision or utilisation which are not given in the Estimate or other literature may be made available on request.

2.6 The Company may without any liability to the Client make such alterations to any brochure promotional literature quotation or other document relating to the provision of the Services if in its absolute discretion it believes such alteration is necessary to correct any typographical or other errors or omissions.

2.7 The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially effect the nature or quality of the Services.

2.8 For storage, insurance, and data integrity purposes, the Company may create back up copies of registered works if it is practicable to do so. Submitted 'original' copies may be discarded due to storage requirements, but only after a secure back up has been made. In all cases any Client or Registration data will be considered confidential, and treated accordingly.

2.9 Duplicate works can be provided on request of the Client, and will demonstrate the full content of the registered item(s), but may be produced on a medium other than that submitted, (normally this will be an electronic media form).

## 3 Charges

3.1 Subject to any special terms agreed, the Client shall pay the Charges and any additional sums which are agreed between the Company and the Client for the provision of the Services, or which in the Company's sole discretion are required as a result of the Client's (or the Client's agents) instructions, or lack of instructions, the inaccuracy of any data, or information supplied by the Client or its agents, or any other cause attributable to the Client or its agents.

3.2 The Company shall be entitled to vary Charges from time to time, these will be published or made available to the Client on request and shall apply to any new transactions.

3.3 The Company shall be entitled to invoice the Client directly following the provision of the Services or at such other times as it may agree with the Client.

3.4 The Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax and without any set off or other deduction) within 14 days of the date of the Company's invoice unless otherwise agreed by the Client with an authorised manager of the Company and confirmed in writing.

3.5 If payment is not made on the due date the Company shall be entitled without limiting any other rights it may have to charge interest on the outstanding amount (both before and after any judgement) at the rate of 1% above the base rate from time to time of Lloyd's Bank PLC from the due date until the outstanding amount is paid in full. The Company shall also be entitled to refuse any further transactions with the Client or refuse to provide any Services for the Client, the Company shall also be entitled to terminate any Registrations or Services offered where the Client has not made full payment. The Company shall also be entitled to charge the Client for any Bank charges as well as reasonable administration charges that may be attributed to the Client's failure to pay.

## 4 Confidentiality

4.1 Any data or other information provided by the Client which is so designated by the Client as confidential shall be kept confidential by the Company but the foregoing shall not apply to any data or other information which is public knowledge at the time when it is so provided and shall cease to apply if at any future time it becomes public knowledge through no fault of the Company.

## 5 Warranties and Liability

5.1 The Company warrants to the Client that the Services will be provided using reasonable care and skill and as far as reasonably possible.

5.2 The Company shall have no liability to the Client for any loss damage costs expenses or other claims for compensation arising from any data information or instructions supplied by the Client which are incomplete incorrect inaccurate illegible or in the wrong form or arising from their late arrival, non-arrival, failure to transfer correct information, verify receipt of data (where applicable) or any other fault of the Client, this includes any issue relating to the validity of items submitted by the Client for Registration and timely notification of Client change of address.

5.3 Except in respect of death or personal injury caused by the Company's negligence or as expressly provided in these conditions the Company shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any loss of profit or any indirect special or consequential loss damage costs expenses or other claims (whether caused by the negligence of the Company its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's Charges for the provision of the Services except as expressly provided in these conditions.

5.4 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if the delay or failure was due to any cause beyond the Company's reasonable control.

5.5 The Client warrants that any data or other information provided and its use by the Company for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Client shall indemnify the Company against any loss damages costs expenses or other claims arising from any such infringement.

5.6 The Client warrants, with regard to all items the Client submits to the Company for the purpose of the Company's Services, that the Client is the copyright owner of those items, or that the Client is acting directly on behalf of the copyright owner of those items.

5.7 The Client warrants that all items submitted are suitable for the provision of the Company's services, and understands that the Company will not or cannot normally make any judgement regarding the suitability of submitted material.

5.8 The Company's Service is as an independent witness and intended as an aid in the proof of copyright. No guarantee, warranty or liability is given or implied and the responsibility of proving copyright remains with the Client. The Company will not enter into any legal issues on the Client's behalf other than providing copies of certificates and/or copies of work at the Client's request.

5.9 The Company undertakes to provide contingency measures to ensure that, where reasonably practicable, appointed agents of the company are identified and made personally responsible for the complete fulfilment of any existing Client contracts in the unlikely event of a cessation to trade.

5.10 In the event that the Client instructs the Company to use any third party in connection with the provision of the Services. The Company cannot give any warranty, guarantee or other term as to the quality of services of any third party.

5.11 The Client understands that 99% of the Company's Charges specifically cover the provision of initial administration, account set up, and duplication services involved with Registration, Registration extensions and other services at the time of the transaction/sale. The Client understands and agrees that excepting claims made within 30 days of the date of Registration, in the event of any loss, corruption or damage, or in the event of liquidation whether due to the Company's failure or by any other cause whatsoever, that the financial liability will not exceed 1% of the transaction value.

## 6 Termination

6.1 The Client shall be entitled to terminate the Contract by giving not less than one months written notice to the Company, but should be advised that this shall terminate the Registration, and that items deposited with the Company for the purposes of carrying out it's Services shall not be returned, and that (excepting any statutory rights of the Client) payment will not be refunded for early termination.

6.2 In accordance with statutory law, consumers will have a 7 day 'cooling off period' after purchase in which they have the right to cancel and receive a full refund.

6.3 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

## 7 General

7.1 These Conditions (together with any terms, if any, set out at the time of purchase or in the Estimate (if any)) constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

7.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be effected.

7.5 Any dispute arising under or in connection with these Conditions or the provision of the Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party in accordance with the provisions of the Arbitration Act 1996.

7.6 English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.