

The Script Vault Ltd

Terms and Conditions

Definitions:

The 'Company' refers to The Script Vault Ltd and Copyright Registration Vault.

The 'Client' refers to the writer/author/creator of the original work being registered/ stored or their professional representative or agent.

The 'Script' or 'Item' refers to any original work created by the client. This could be in any format which the client chooses to record their original idea.

The 'Registration Period' refers to the length of time the client has requested that the company stores a copy of the registered item.

The 'Fee' refers to the amount paid by the client to the company for the purpose of copyright registration and/or file storage.

The 'Registration Period Extension Fee' refers to the amount paid by the client to enable the original copyright registration period to be extended.

Privacy statement:

The Script Vault Ltd has a strict privacy policy. Any information submitted by clients will only be used to provide, maintain and monitor the services provided by the company. All personal information and details of registered/stored scripts/pieces of work and data will be considered confidential and will not be disclosed to any third party without prior consent, except in accordance with this agreement.

Under no circumstances will the company break the seal on any envelope containing a client's script or work, nor will they open any computer file that contains data that represents original work created by the client.

No employee of the company will ever read, monitor, edit or have any form of direct access to the intellectual property of a client which has been entrusted to the company for the purpose of registration and/or storage.

Copyright registration:

The purpose of copyright registration is to establish the date of the creation of a piece of work and to record the claim of the person registering the item as the author/originator of the work in order to help prove ownership of copyright should a dispute occur at some future date.

The current registration fee can be found on the company's website or can be obtained by emailing the company. The current registration period can be found on the company's website or can be obtained by emailing the company.

The maximum size of attachment the company will register for their standard registration fee is 10 megabytes. For files larger than this please contact the company for a quote.

Sending the attachment:

Items/pieces of work should be sent electronically via the company's website deposit service, instructions can be found on the company's website. The company will send confirmation that the item has been received by sending a copyright registration confirmation email to the client, this confirmation will show the copyright registration number. Please note that hard copy/postal registrations are no longer accepted except in special circumstances.

The copyright registration confirmation email should be printed out and the email and printed copy kept by the client in a secure location. Duplicates of the copyright registration confirmation email can be issued at a cost of £5.

The copyright registration period will not begin until the registration fee has been paid in full.

If the client wishes to register a more recent draft of the piece of work at any time during the registration period this can be registered for 50% of the current registration fee. The original item will continue to be stored until its registration period ends.

If the client is sending more than one piece of work then each item should be sent separately.

Storage of registered items:

All attachments/items will be stored securely either at the offices of the company or at any other location that the company deems to be suitable. For added security, the company will always store client's attachments/items at a minimum of two different locations.

If the registered item is lost or destroyed through act of war, riot, earthquake, hurricane, storm, tempest, flood (or any other type of water damage), fire, theft, or is lost or destroyed by any other means either accidental, by act of god, or by the company's failure to take reasonable care, the company's liability towards the client in terms of compensation, loss of profit, damage costs, expenses or other claims, will not exceed the registration fee paid. By sending an item for registration the client accepts that no claim for compensation can be made against the company for loss based upon the potential or actual value of the piece of work, the commission fee or sale price of the piece of work, the possible compensation figure which might have been awarded in copyright legal proceedings had the item been available, or in fact any other amount other than the registration fee paid by the client.

Copyright Registration Subscriptions:

The current fees for subscriptions can be found on the company's website. Copyright registration subscriptions last for twelve months. During the subscription period clients can submit items to the company without having to make a further payment.

- i) Ten item subscriptions - Once the subscription fee has been paid, clients will be able to upload ten separate items to the company. Once the ten items have been submitted the company will not register any further items sent unless a further payment is received. At the end of the subscription period the client will be contacted and offered the option to renew the subscription. If the subscription is not renewed no further items sent to the company will be registered for copyright. All items registered during the ten item subscription period will be copyright registered for ten years.
- ii) Unlimited item subscriptions - Once the subscription fee has been paid, clients will be able to upload an unlimited amount of items to the company, subject to the 'fair use' condition mentioned below. At the end of the subscription period the client will be contacted and offered the option to renew the subscription. If the subscription is not renewed no further items sent to the company will be registered for copyright. All items registered during the unlimited item subscription period will be copyright registered for twenty five years.
- iii) Fair use. All items submitted to the company as part of an unlimited item subscription should contain creative work which, in the event of a copyright dispute, would be considered copyrightable by a court of law or a copyright tribunal. To differentiate between works that are copyrightable and those that are not, the following examples are offered as a basic guide: Scripts and texts which contain original characters together with original dialogue or prose are copyrightable. Titles are generally not copyrightable. A mere expression of an idea or plot is generally not copyrightable. The company's unlimited item copyright registration subscription therefore should only be used to submit copyrightable work. Furthermore the unlimited item copyright registration subscription should not be used as a file backup or storage facility. Companies such as Google Drive and iCloud offer such facilities and it is important to understand that The Script Vault is not a file backup and storage company. If the company becomes aware or suspects a client is using its unlimited item copyright registration subscription to backup or store files, or is submitting work which is not copyrightable it has the right to terminate the client's subscription with immediate effect.

Cancelling the registration:

Copyright registrations can be cancelled at any time. No refund will be given for any part of the registration period paid for but not used.

If the client wishes to have the item returned to them this will be classed as an item retrieval and the company's retrieval terms and conditions will apply.

If the client does not wish to have the item returned to them the company will destroy the item; no charge will be made for the destroying and disposal of the item.

If the client at some future date requires the same piece of work to be registered this will be classed as a new registration and as such a new fee must be paid.

At the end of the registration period:

At the end of the registration period the company will usually agree to continue to store the item for another registration period, subject to the client paying the current registration period extension fee; this fee will usually be equivalent to the company's current copyright registration fee.

If the client does not require a copyright registration extension and wishes to have the item returned to them, this will be classed as an item retrieval and the company's retrieval terms and conditions will apply.

If the client does not require a copyright registration extension and does not wish to have the item returned to them, then the company will destroy the item; no charge will be made for the destroying and disposal of the item.

If the client does not contact the company within 30 days of the end of the registration period, it will be assumed that neither a copyright registration period extension nor the return of the item is required; the company will then destroy and dispose of the item without any further correspondence.

Retrieval of items registered:

If you think your copyright has been infringed the company strongly advises that you take legal advice before requesting the return of your registered item.

If the client requests the return (or a copy) of the registered item at any time either during or after the registration period, there will be a £5 fee for this service. This fee will be chargeable irrespective of whether or not the client wishes to end the registration period or if the registration period has come to an end.

Hard copy copyright registrations:

The company no longer accepts hard copy copyright registrations. However any hard copy registrations which are still being stored by the company will continue to be stored until their expiration date.

At the end of the registration period the company may agree to continue to store the item for another registration period, subject to the client paying the current registration period

extension fee. If the client no longer wishes to have the item stored by the company then the company can either a) Destroy the item; no charge will be made for the destroying and disposal of the item, or b) Return the registered item to the client; there will be a £5 fee for this service. Additionally the client will be responsible for all carriage costs which must be paid before the registered item can be returned.

Miscellaneous:

Copyright registration does not create copyright but is a valuable aid in proving copyright in the event of a dispute. The company however does not make any claim nor offer any guarantee that legal action will be successful due to a copyright registration. The responsibility of proving copyright remains with the author/creator or their legal representative.

Although the company's solicitors have advised that a 3rd party copyright registration such as that offered by the company will be recognised by the law courts of the UK and many other countries, no guarantee can be given that this will be the case in every law court in every country and we would advise that clients take legal advice regarding the copyright laws in their particular country.

In the event of a copyright dispute concerning an item registered with the company reaching court, the company will do its utmost to assist the client and/or the client's legal representatives in any way possible. If requested by a client's legal representative or a court of law, the company will, whenever possible, arrange for a representative of the company to attend a solicitor's office to swear an affidavit to confirm the date the item was received. If necessary this evidence can also be given in court however additional charges may apply in these circumstances.

At no time will the registered item ever become the property or an asset of the company. The client will retain all copyright and ownership rights to the work registered.

Should the company ever cease trading, the company's solicitors have given an undertaking to take possession of all registered items being stored by the company and will continue to store them until the registration period ends.

The client agrees not to submit to the company any material that may infringe the intellectual property rights or other rights of any third party. The client further agrees to indemnify the company against any losses, damages, costs, expenses or other claims arising from any such infringement.

Disclaimers:

The company's website may bring the client into contact with other companies offering goods and/or services or may introduce them to promotions of advertisers or sponsors. Any such activity, purchases, terms, conditions, warranties or representations associated with such activity is solely between the client and the applicable third party. The company shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between the client and any such third party.

The company does not endorse any sites on the internet that are linked through the company's website. The company provides links to other sites as a matter of convenience but shall not be held responsible for any content, products, or other materials on or available from such sites.

The company reserves the right to change the terms and conditions or its policies relating to the services provided whenever necessary.

English law shall apply to the contract between the company and the client. Both parties agree to submit to the non-exclusive jurisdiction of the English courts.

Information found on the company's literature, brochures, leaflets, promotional material, website, and within these terms and conditions does not amount to legal advice or opinion. References apply to interpretation of English law in accordance with the 1988 Copyright, Designs and Patents Act.