

THE SCRIPT VAULT

Terms and Conditions

Definitions

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

The 'Client' refers to the writer/author of the original work being registered/stored or the author's 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 hard 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 establish who the author is 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 writing or emailing the company. The current registration period can be found on the company's website or can be obtained by writing or emailing the company.

The maximum size of attachment we will register is 10 megabytes. This is because attachments larger than this maybe blocked by our server. If your file is larger than this we would ask that you either compress it or split it into 2 separate attachments and register the 2 items separately.

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Sending the attachment

Items/pieces of work should be sent either by email or via our website deposit service (please note that we no longer accept hard copy/postal registrations). 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 certificate to the client.

Duplicate certificates can be issued at a cost of £5 per certificate.

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.

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.

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 of the registered item and to end the registration period prior to expiration, the client must firstly email the company at the email address given in the website. There is no fee for the retrieval of items registered electronically or via email. For hard copy registrations we will charge a nominal fee for retrieval as well as the cost for return postage. Details of the current retrieval fee can be found on the company's website or can be obtained by writing or emailing the company. Carriage costs will be determined by the dispatch method preferred by the client or the client's legal advisor. These must be paid before the registered item will be returned.

When a registered item is returned to the client the copyright registration period will be deemed to have ended unless otherwise expressly agreed.

No refund will be given for any part of the registration period paid for but not used.

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.

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Cancelling the Registration

Copyright registrations can be cancelled at any time and the registered item returned, this will be classed as an item retrieval and the company's retrieval terms and conditions will apply. No retrieval fee will be charged if the client requests the return of their item when the registration period officially ends. However postage costs will still apply to hard copy registration retrievals.

At the end of the Registration Period

At the end of the copyright 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 no longer wishes to have the item stored by the company the item can be returned.

If the client no longer wishes to have the item stored by the company and does not require the item to be returned then the company will destroy the attachment; 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 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.

Miscellaneous

Copyright registration does not establish 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 or author's agent or 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 Wrigley Claydon & Co 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. At the end of the registration period, if a registration period extension is required this will be at the discretion of Wrigley Claydon & Co.

If the client and/or Wrigley Claydon & Co choose not to extend the registration period, Wrigley Claydon & Co have agreed to arrange for the registered item to be forwarded to another copyright registration company or equivalent; a charge may be made to cover the cost of this.

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.

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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, web site, 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.

THE SCRIPT VAULT IS APPROVED BY THE WRITERS' GUILD OF GREAT BRITAIN
www.thescriptvault.com is the official web site of The Script Vault Ltd. UK
company registration No 4391218