Counter-contract cunning

THE UNION'S policy-making conference – its Delegate Meeting – brings together activists (and semi-activists) from all over the UK and Ireland, and many from continental Europe, too: see report on page 4. For freelances, the opportunity to meet and compare notes with others who spend large amounts of their working lives working alone is especially rewarding – made the more so by the special Freelance Sector Conference that takes place before the main meeting begins.

This year's conference was mostly about contracts. Freelance organiser John Toner kicked off with a discussion of what does or does not constitute one. It doesn't have to be written, but it helps – and the key points are:

- what's needed
- when it's needed
- how much you will be paid.

It's important to be clear on all these points – especially if there are likely to be conditions you don't want to agree to. Some journalists – including many photographers – include their terms and conditions (especially important when it comes to not giving up copyright) on their websites, but it's a good idea to remind the client before you start work. You can't assume they've been read – and challenging a client at the point of invoicing is too late.

NEC member Phil Sutcliffe went on to look at several existing contracts with more or less (mostly less) acceptable terms – and pointed out things to be wary of. These include the inevitable attempts at copyright grabs and the (erroneous) belief among publishers that writers must sign away their moral rights (to be acknowledged as author, and not to have your copy given "derogatory treatment" – such as being distorted or made inaccurate).

Watch out, too, he said, for anything that involves "undertaking", "warranting" or in any similar way asking you to carry all the costs of any court case – anything from libel to copyright infringement – that arises from your work. Some clients ask you to guarantee that you haven't broken any law of any kind anywhere in the world. Think about it.

Phil advises negotiating – asking what the client really wants: many commissioning editors have no idea why their standards contracts make the demands they do, and you can sometimes get less onerous conditions. If they want more than one use, or they want more work than they originally asked for – ask for more money and more time. Then there's the growing phenomenon of being asked to work for free and material being "stolen" for other uses, such as a website. (Invoice for this!)

Freelances are rarely in a negotiating position that's as strong as a media company – but should still try to get the best deal possible.

There are links to more detailed advice online at **www.londonfreelance.org/fl/1405fsc.html**

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Phil Sutcliffe addresses the contract question

Photo © Matt Salusbury

Awards alert

There is a whole bunch of awards, grants, bursaries and prizes for different kinds of journalism, including cash prizes, out there. Deadlines for journalism awards we know about fall between 31 May and the end of October: see **www.londonfreelance.org/fl/1404awar.html** for these and for links to the various application forms.

Is it 'impolite' to ask about money?

A MEMBER reports a recent exchange with a paid intern (on London living wage) at their regular place of work. Shortly before she left for a better-paid job, said intern said it was now considered "impolite" to even ask in the first interview for a "position" in media/advertising/market research circles whether the gig on offer was actually paid.

If you get through to the second interview – all contemporary "positions" in these industries seem to have a second interview – only then is it considered good etiquette to bring up questions of money, such as whether there is any. Our correspondent, together with a staff colleague who was also an NUJ member, told their intern to go into Interview 2 ready to open with: "We need to talk about money." They also forwarded her the *Freelance* article about Vince Cable reading out the HMRC helpline number through which people can shop their "employer" for breaking the National Minimum Wage Act: see **www.londonfreelance.org/fl/1307inte.html** She emailed her colleagues immediately before going into the interview, "Plan – accept internship, learn everything, leave, call in HMRC and get back pay!" or words to that effect. We had trained her well!

In the event the market research gig for which she was interviewed turned out to be a (well-) paid one, and the office where she now works is above ground level and even has proper windows, which is an improvement on the basement office where our correspondent regularly works.

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More online:

- Euro-MP-policy-surveillance!
- Skirmish of Trafalgar, part 97

Visit **www.londonfreelance.org/fl**

COPYRIGHT from p1

The bad news in the UK is that the government has published proposed "Statutory Instruments" (SIs) to extend exceptions to copyright, following the Hargreaves Review – see **www.ipo.gov.uk/hargreaves** for links. These SIs are what is called "secondary legislation" and would amend the Copyright, Designs and Patents Act – the primary legislation, passed by Parliament in 1988.

These SIs are a mess. They are full of ill-defined terms. If they are passed, authors and performers will have to go – expensively – to court to find out what they mean. The Intellectual Property Office response to the consultation on the draft texts was largely dismissive.

We expect the government to "lay before Parliament" these regulations not long after it returns from its Easter break on 28 April. The precedents for opposition at this stage are not good – as far as the *Freelance* can tell, of the many thousands of Statutory Instruments laid before Parliament since 1945 only three have been rejected. However the Creators' Rights Alliance, the umbrella of which the National Union of Journalists is a founding member, took the unusual step of writing to the House of Commons Secondary Legislation Scrutiny Committee, objecting to these being laid before Parliament at all.

The technical issue is this: the government claims it can make these changes in secondary legislation because they are "implementing" the European Union "Information Society Directive" of 2001 – the deadline for doing which was, confusingly, 22 December 2002. But in important ways the proposals go beyond what EU law permits. In particular, the InfoSoc Directive requires that when member states permit "private copying" that creators receive "fair compensation". The UK government continues to insist that it can legitimise individuals making copies of your work solely for personal use – a wise move – with fair compensation set at zero – a foolish one. The *Freelance* would not be surprised if this part goes to court.

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First, Do No Harm – conference on NHS reporting

Alan Taman, who spoke at the February London Freelance Branch meeting on reporting the National Health Service, is involved in organising a conference, "First, Do No Harm – why freelances make a difference, and need to": it's in Coventry on 14-16 May and the fee for freelances is £60 for 3 days. See **www.londonfreelance.org/fl/1403harm.html** for full details.