

Gillian Brunton Coaching
Copyright Policy
1st May 2023

1. Introduction

This Policy sets out rules and guidance for all employees and any and all agents, contractors, or other third parties working on behalf of the Company (“Representatives”) regarding copyright and related rights.

The Company is committed to acknowledging and protecting copyright, whether such copyright is owned by the Company, by its employees and Representatives, or by third parties. This Policy aims to raise awareness of copyright law within the Company, to ensure the protection and enforcement of copyright belonging to the Company, and to ensure that all employees and Representatives working on behalf of the Company respect the copyright of third parties.

2. Scope of Policy

2.1 Copyright is a key intellectual property right and represents a valuable asset to the Company. It is important that the Company is able to prove the subsistence of copyright in all original work produced by its employees and Representatives and to enforce that copyright.

2.2 This Policy applies to all employees and Representatives of the Company. All employees and Representatives are expected to comply with this Policy at all times. This Policy does not form a part of any contract of employment and may be amended at any time. Breaches of this Policy may result in disciplinary action.

2.3 This Policy applies to all original work created and commissioned by the Company, its employees, and its Representatives and to all copyright works used by the Company, its employees, and its Representatives in the course of the Company’s business.

2.4 Any questions relating to copyright, other intellectual property rights, or to this Policy, should be referred to Gillian Brunton, Owner, gillian@gbruntoncoaching.net.

3. About Copyright

3.1 Copyright is an intellectual property right which automatically protects works fixed in a tangible form. Copyright protects:

- a) original literary, dramatic, musical, and artistic works (including illustrations and photographs);
- b) original non-literary written works such as software, online content, and databases;
- c) sound and music recordings;
- d) film and television recordings;
- e) broadcasts; and

- f) the layout of published editions of written, dramatic, and musical works.
- 3.2 Copyright prevents others from doing the following with your work:
- a) copying;
 - b) distributing copies, whether free of charge or for sale;
 - c) renting or lending copies;
 - d) performing, showing, or playing your work in public;
 - e) communicating it to the public (including putting it online);
 - f) making an adaptation of it or doing any of the above with respect to an adaptation.
- 3.3 There are additional rights, known as “related rights”, that exist alongside copyright:
- a) Performers’ rights – rights that exist in a recording of a performance of any kind, including presentations;
 - b) Moral rights – the right to be acknowledged as the author of a copyright work and for the work not to be treated in a derogatory way;
 - c) Database rights – rights that exist in the selection and presentation of data in a database (irrespective of whether the database is electronic).
- 3.4 Copyright lasts for a certain period of time. The duration of copyright varies according to the type of copyright work. The most relevant are as follows:
- a) Written, dramatic, musical, and artistic works: 70 years after the author’s death;
 - b) Sound and music recordings: 70 years from the date of first publication;
 - c) Films: 70 years after the death of the director, screenplay author, and composer;
 - d) Broadcasts: 50 years from the date of first broadcast; and
 - e) The layout of published editions of written, dramatic, or musical works: 25 years from the date of first publication.

4. **Establishing Copyright Protection**

- 4.1 Copyright is an automatic right. There are no registration requirements or fees to pay and there is no register or database of copyright works in the UK. It is nevertheless important to mark your work as shown below. Marking your work in this way does not affect the copyright protection afforded to it, but it does avoid confusion and can be important evidentially, particularly in cases of infringement.
- 4.2 The following notice should be included on all original works, where possible (this notice reflects the copyright ownership position set out in Part 5, below):
- “Copyright © <<insert Company name>> {year of first publication}.”
- 4.3 If a work is updated or amended, the copyright notice should also be updated to include the original date and the date of the update or amendment.
- 4.4 In certain cases, it will be appropriate to add one or more of the following additional copyright-related notices to works:

- a) “The reproduction or transmission of all or part of this copyright work, whether by photocopying or storing in any medium, whether electronic or otherwise, without the written permission of Gillian Brunton Coaching, is prohibited.”
 - b) “The commission of any unauthorised act in relation to this copyright work may result in civil and/or criminal actions.”
 - c)
- 4.5 If you are unsure whether or not to include any additional notices, please contact Gillian Brunton, owner, gillian@gbruntoncoaching.com.

5. **Ownership of Copyright**

- 5.1 The Company shall be the first owner of all copyright works created by employees in the course of their employment unless expressly agreed otherwise between the Company and a particular employee.
- 5.2 When the Company commissions a copyright work from a third party (including, but not limited to, Representatives who are not employees), the third party will be the first owner of the copyright.

6. **Third-Party Copyright**

- 6.1 All employees and Representatives must be aware of third-party copyright and must take care to avoid infringing it in the course of their work.
- 6.2 A copyright work can be legally used if:
 - a) The copyright has expired;
 - b) You or the Company owns the copyright;
 - c) You have permission from the copyright owner (e.g. a licence); or
 - d) You are relying on an exception (see below, but note that these will not normally apply in a commercial context).
- 6.3 When using any material, whether in hardcopy or electronic form, employees and Representatives must consider whether third-party copyright applies. If so, it must then be determined whether an exception applies or whether a licence has been or can be obtained. If a licence needs to be obtained before using any third-party copyright work, prior approval may be needed from Gillian Brunton, gillian@gbruntoncoaching.net, particularly in cases where payment is required.
- 6.4 The law provides a number of categories of limited exceptions that may allow the use of third-party copyright works without the permission of the copyright owner. These include:
 - a) Non-commercial research and private study;
 - b) Text and data mining for non-commercial research;
 - c) Criticism, review, and reporting current events;
 - d) Teaching and education;
 - e) Assisting disabled people;
 - f) Time-shifting broadcasts for private and domestic purposes;

- g) Parody, caricature, and pastiche;
 - h) The use by cultural and heritage organisations (e.g. libraries and museums) of orphan works.
- 6.5 In most cases it is unlikely that the exceptions to copyright will apply to the use of third-party copyright material in the course of any work undertaken by an employee or Representative for the Company. Questions concerning the use of third-party copyright and any applicable exceptions should be referred to Gillian Brunton, Owner, gillian@gbruntoncoaching.com.

7. **Websites and Social Media**

- 7.1 Websites generally contain multiple types of copyright work and most will have specific terms of use (also known as “terms and conditions”) which set out how the website, and the materials it is made up of, may and may not be used.
- 7.2 Websites will also often include material that the website owner has licensed from another party. When seeking to re-use copyright material from a website it is therefore important to establish who actually owns the copyright in the work in question. It is also important to understand that the mere availability of content online does not necessarily mean that it is free for re-use, commercially or otherwise.
- 7.3 When posting or sharing copyright material on a website, care must also be taken. In most cases, the terms of a website that allows the sharing of content will stipulate that, by posting material on the site, users are granting the website owner a licence to use that content themselves for the purposes of operating and/or promoting their site. The user publishing the content is also generally considered to be the one responsible for obtaining permission for sharing third-party copyright material, not the owner of the website.
- 7.4 The same considerations apply when sharing content on social media. It is also important to keep in mind that content shared on social media is often more visible than that shared on an individual website due to the public and collaborative nature of social media.
- 7.5 Content shared on social media by employees or Representatives on behalf of the Company must be treated with particular care. Content which may be covered by a copyright exception when shared by an individual acting on their own behalf (e.g. animated gifs and memes) may not be covered by any exception when shared on behalf of the Company (and therefore in a commercial context).
- 7.6 Any questions concerning the sharing of copyright material online should be referred to Gillian Brunton, gillian@gbruntoncoaching.net.

8. **Notifying Copyright Infringement**

- 8.1 If any employee or Representative suspects or becomes aware of any infringement by a third party of any copyright (or any other intellectual property rights) belonging to the Company, they should immediately notify Gillian Brunton, gillian@gbruntoncoaching.net providing as much detail as possible about the infringement.
- 8.2 If any employee or Representative suspects or becomes aware of any infringement by another employee or Representative of any copyright (or any other intellectual property rights) belonging to a third party, they should immediately notify Gillian Brunton, gillian@gbruntoncoaching.net, providing as

much detail as possible of the infringement.

9. Requests to Use Company Copyright

- 9.1 If any employee or Representative receives any request, whether from another employee or Representative or from an external third party, to use or reproduce any copyright works belonging to the Company, that request must be referred to Gillian Brunton, gillian@gbruntoncoaching.net.
- 9.2 No employees or Representatives other than Gillian Brunton, gillian@gbruntoncoaching.net should negotiate any copyright assignments or licences on the Company's behalf.
- 9.3 The Company shall keep full records of any and all such requests along with any assignments made or licences granted in response.

10. Implementation of Policy

This Policy shall be deemed effective as of 1st May 2023. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.

This Policy has been approved and authorised by:

Name: Gillian Brunton

Position: Owner

Date: 1st May 2023

Due for Review by: 1st May 2024

Signature: Gillian
Brunton