
Professional Certificate in Entertainment Law (United Kingdom)

Copyright and Intellectual Property Rights

Copyright is a legal right that arises automatically when an original work of authorship is fixed in a tangible medium. In the United Kingdom it is governed by the Copyright, Designs and Patents Act 1988 (CDPA). The protection covers literary, dramatic, musical, and artistic works, as well as sound recordings, films, broadcasts, and typographical arrangements of published material. The moment a writer drafts a script, a composer records a melody, or a photographer clicks a picture, the work is protected without any formal registration. The owner of the copyright, typically the creator, holds the exclusive rights to reproduce, distribute, publicly perform, adapt, and communicate the work to the public. Any use that falls outside these exclusive rights must be authorised, either through a licence or an exception such as fair dealing.

The term intellectual property (IP) is an umbrella concept that includes copyright, trademarks, patents, designs, and trade secrets. While copyright protects the expression of ideas, patents protect inventions, designs protect the appearance of a product, and trademarks protect signs that identify the source of goods or services. In the entertainment sector, IP rights intersect frequently; for example, a film may rely on a copyrighted screenplay, a patented special effects technology, a registered trademark for a franchise, and a protected design for costumes. Understanding the distinct but complementary nature of each right is essential for practitioners who advise clients on how to protect, exploit, and enforce their creative assets.

Exclusive rights are the core bundle of powers granted to a copyright holder. These include the right to copy the work, issue copies to the public, rent or lend copies, broadcast or make available the work online, and create derivative works such as adaptations, translations, or remixes. In the UK, the duration of these rights generally lasts for the life of the author plus seventy years after their death. For works of joint authorship, the term is calculated from the death of the last surviving author. For sound recordings and films, the term is seventy years from the end of the year in which the work was first made available to the public. The length of protection influences commercial strategies, particularly when planning the exploitation of a property through sequels, re-releases, or licensing deals.

A licence is a legal instrument by which a copyright owner grants permission to another party to use the work under defined conditions. Licences can be exclusive, meaning only the licensee may exploit the work in the licensed manner, or non-exclusive, allowing the owner to grant the same permission to multiple parties. In the entertainment industry, licences are the backbone of revenue streams. A film studio may grant a non-exclusive licence to a streaming platform to host the movie for a set period, while retaining the right to license the same film to television broadcasters in other territories. Licence agreements typically address scope (territory, language, format), duration, royalty rates, and quality control provisions to ensure the work is used in a manner consistent with the owner's brand.

Assignment differs from a licence in that it transfers ownership of the copyright, either wholly or partially, to another party. Once an assignment is complete, the original owner no longer retains any rights unless a reservation of rights is expressly included in the contract. Assignments are common when a songwriter sells

the full copyright of a composition to a music publisher, or when a film studio acquires the complete rights to a novel in order to produce a motion picture. The distinction between licence and assignment is critical because it determines who can enforce the rights and who benefits from future exploitation.

The concept of moral rights provides authors with personal rights that persist even after the economic rights have been assigned. In the UK, moral rights include the right of attribution (the right to be identified as the author), the right to object to derogatory treatment of the work, and the right to privacy in certain circumstances. While moral rights cannot be transferred, they can be waived in writing. For example, a screenwriter may waive the right to be credited in order to facilitate a collaborative production environment. However, the right to object to modifications that could damage the work's integrity remains enforceable, offering a safeguard against unauthorised alterations that could harm the author's reputation.

Fair dealing is a statutory exception that permits limited use of copyrighted material without the need for permission, provided the use is for specific purposes such as criticism, review, news reporting, teaching, or research. The UK approach to fair dealing is narrower than the United States' "fair use" doctrine, requiring a "fair" and "reasonable" analysis of the dealing, the nature of the work, the amount used, and the effect on the market. In practice, a television critic may quote short excerpts from a film to illustrate a point, or an educator may incorporate a portion of a song in a classroom lesson, provided the usage aligns with the statutory categories and does not substitute for the original market. Understanding the boundaries of fair dealing helps content creators manage risk when using third-party material.

Infringement occurs when a person, without a valid licence or statutory exception, exercises any of the exclusive rights conferred by copyright. Infringement can be direct (e.g., Copying a screenplay without permission) or indirect, such as contributory infringement (providing the means or facilities for others to infringe) or vicarious infringement (benefiting from the infringement while having control over the infringing activity). Remedies for infringement include injunctions to stop the unlawful activity, damages or an account of profits, and, in some cases, criminal penalties. For entertainment law practitioners, identifying the appropriate remedy and the liable party is a key step in protecting client assets.

A collective management organisation (CMO) is an entity that administers rights on behalf of multiple copyright owners. In the UK, organisations such as the Performing Right Society (PRS) for Music and the Mechanical-Copyright Protection Society (MCPS) collect and distribute royalties for public performances, broadcasts, and mechanical reproductions. CMOs negotiate licences with broadcasters, streaming services, and venues, simplifying the process for users who would otherwise need to obtain separate licences from each individual rights holder. In the entertainment context, a film producer may rely on a CMO to clear the music used in a soundtrack, ensuring that composers and publishers receive appropriate remuneration.

Neighbouring rights are rights that protect the contributions of performers, producers of sound recordings, and broadcasters, separate from the underlying copyright in the work itself. In the UK, performers have rights that prevent unauthorised recordings of their performances, while producers of sound recordings have rights that control the duplication and distribution of the recordings. These rights typically last for fifty years from the end of the year of first publication. For example, a record label that finances the production of an album holds the neighbouring rights to that recording, allowing it to licence the use of the track to streaming platforms and collect royalties.

Design rights protect the visual appearance of a product, including shape, configuration, patterns, and ornamentation. In the UK, there are two types of design protection: Registered design and unregistered design right. A registered design requires an application to the Intellectual Property Office (IPO) and provides up to twenty-five years of protection, subject to renewal. An unregistered design right arises automatically and lasts for fifteen years from the first marketing of the design. In the entertainment sector, design rights are relevant for protecting the iconic look of props, costumes, and merchandise. For instance, the distinctive silhouette of a superhero's costume may be protected as a registered design, preventing unauthorised reproductions in toys or apparel.

Trademark is a sign capable of distinguishing goods or services of one enterprise from those of another. Trademarks can consist of words, logos, colours, sounds, or even scents, provided they are capable of being represented graphically. In the UK, registration with the IPO confers exclusive rights, though common law rights can arise from use. Trademarks are vital for brand management in entertainment; a film franchise may register its title, logo, and associated taglines to control the use of the brand on merchandise, theme park attractions, and digital media. The registration process involves a search for existing marks, filing an application, and potentially responding to objections from the trademark office.

Patent protects new, inventive, and industrially applicable inventions, granting the holder exclusive rights to prevent others from making, using, selling, or importing the patented invention for up to twenty years from the filing date. In the entertainment field, patents may cover novel technologies such as virtual reality rigs, special effects processes, or proprietary software used in animation. Obtaining a patent requires a detailed description, claims that define the scope of protection, and often a demonstration of inventive step over prior art. Licensing patents can generate revenue streams, but it also introduces the risk of infringement claims if the technology is used without proper clearance.

Trade secret refers to confidential information that provides a commercial advantage and is subject to reasonable steps to keep it secret. Unlike patents, trade secrets do not require registration and can last indefinitely, provided the secrecy is maintained. In the entertainment industry, trade secrets may include unreleased scripts, production techniques, or proprietary algorithms for audience analytics. Protecting trade secrets involves implementing non-disclosure agreements (NDAs), restricted access controls, and employee training. Infringement of trade secrets can lead to civil remedies, including injunctions and damages, and in some cases criminal sanctions.

Public domain denotes works whose copyright has expired, been forfeited, or never existed, allowing anyone to use them without permission. In the UK, the general rule is life of the author plus seventy years, after which the work enters the public domain. However, certain works, such as government publications, may be in the public domain from the outset. The public domain is a valuable resource for creators seeking to adapt classic literature, incorporate historic music, or reference archival footage. Nonetheless, practitioners must verify the status of a work, as derivative elements (e.g., A modern translation) may still be protected.

Derivative work is a new creation that incorporates, adapts, or transforms an existing copyrighted work. Examples include film adaptations of novels, remixes of songs, or video game versions of board games. The creation of a derivative work requires permission from the original copyright holder unless it falls within an

exception such as fair dealing. The rights in a derivative work belong to the creator of the new expression, but the underlying rights remain with the original owner. In practice, a producer may commission a screenwriter to adapt a novel, negotiate a licence for the adaptation, and then own the copyright in the screenplay while the author retains rights in the original novel.

Orphan work describes a copyrighted work whose owner cannot be identified or located, making it difficult to obtain permission for lawful use. The UK has a licensing scheme administered by the Designated Organisations (DOs) that allow users to obtain a licence for orphan works after a diligent search. This scheme is particularly relevant for archivists, broadcasters, and streaming services that wish to digitise or broadcast older material whose rights holders may be deceased or untraceable. The process involves publishing a notice of intention, waiting a prescribed period, and then paying a standard licence fee to the DO.

Statutory licence is a compulsory licence granted by law, allowing users to exploit a work without a negotiated agreement, provided they pay a prescribed fee to a collecting society. In the UK, statutory licences exist for specific purposes, such as the “Section 32” licence for the use of sound recordings on digital audio broadcasting. These licences simplify the clearance process for large-scale users, such as radio stations, who would otherwise need to negotiate individual agreements with each rights holder. The rates are typically set by the government or a regulator, and the collected royalties are distributed by the relevant CMO.

Work for hire (or “commissioned work”) is a concept where the copyright in a created work belongs to the party that commissioned the work, rather than the individual creator. In the UK, the CDPA does not automatically treat commissioned works as work for hire, but parties can agree by contract to assign the rights. This arrangement is common in advertising, where an agency may commission a photographer to produce images for a campaign and then own the resulting photographs. Clear contractual terms are essential to avoid disputes over ownership and subsequent exploitation.

License fee is the monetary consideration paid for the permission to use a copyrighted work under a licence. The fee may be calculated as a flat sum, a percentage of revenue (royalty), a per-unit rate, or a combination thereof. Negotiating a licence fee involves assessing the market value of the work, the scope of the licence, the anticipated exploitation, and any exclusivity. In film production, a licence fee for a song may be negotiated based on the prominence of the track in the soundtrack, the length of the excerpt, and the distribution territories.

Royalty is a recurring payment made to a rights holder, typically calculated as a proportion of the revenue generated from the exploitation of the work. Royalties are common in music publishing, where a songwriter receives a share of sales, streaming income, and performance royalties. In the context of film, a screenwriter may receive a royalty based on box-office receipts or a percentage of ancillary revenues such as DVD sales and licensing. Royalty structures can be complex, with multiple tiers, escalators, and caps, requiring careful drafting to reflect the parties’ expectations.

Injunction is a court order that compels a party to do or refrain from doing a specific act. In copyright infringement cases, an injunction may be sought to stop unauthorised distribution of a film, the sale of

counterfeit merchandise, or the unauthorised streaming of a television series. Injunctions can be interim (temporary) or final, and the courts will consider factors such as the seriousness of the infringement, the balance of convenience, and the public interest. For entertainment law practitioners, obtaining an injunction can be a critical tool to protect a client's commercial interests while litigation proceeds.

Damages are monetary compensation awarded to a rights holder for losses suffered due to infringement. In the UK, damages may be calculated based on the actual loss, the profit made by the infringer, or a statutory amount set by the court. In practice, a plaintiff may elect to claim "account of profits" to recover the infringer's gains, particularly where the loss is difficult to quantify. The assessment of damages often requires expert testimony on market value, licensing rates, and the impact of the infringement on the client's revenue.

Cease and desist letter is a formal written notice sent by a rights holder demanding that the recipient stop an alleged infringing activity. The letter usually outlines the rights that have been violated, the specific conduct that must cease, and a deadline for compliance. While not a court order, a cease and desist letter can be an effective pre-litigation tool, prompting the infringer to remove infringing content, negotiate a licence, or settle the dispute. In the entertainment sector, such letters are commonly used to address unauthorized fan sites, unlicensed streaming of movies, or the sale of counterfeit merchandise.

Good faith is a principle that underpins many contractual and statutory provisions in IP law. Parties are expected to act honestly, with due diligence, and without intent to deceive. In the context of licensing, a user is required to act in good faith when seeking permission, conducting a reasonable search for rights holders, and complying with the terms of the licence. Failure to act in good faith can lead to a finding of infringement, even where a licence exists, if the licence is abused or the user exceeds the authorised scope.

Indemnity is a contractual clause whereby one party agrees to compensate the other for losses arising from specific risks, such as IP infringement. In entertainment agreements, producers often require talent, writers, and distributors to indemnify the company against any third-party claims that the work infringes on existing rights. Indemnity clauses allocate risk and encourage thorough clearance procedures. However, they can be heavily negotiated, with limits on liability, caps on amounts, and carve-outs for willful misconduct.

Scope of licence defines the parameters within which the licensed rights may be exercised. It typically includes the territory (e.g., United Kingdom, European Union, worldwide), the language(s) in which the work may be used, the media (e.g., Theatrical, television, digital streaming), and the duration. Precise drafting of the scope is essential to avoid unintended over-reach or gaps that could expose the licensor to infringement claims. For instance, a licence that covers "online streaming" but omits "download-to-own" may be breached if a user offers the film for permanent download.

Territorial limitation restricts the rights granted by a licence to a specific geographic area. Because copyright is territorial, a licence that authorises exploitation in the United Kingdom does not automatically extend to the United States or other jurisdictions. In practice, a film distributor may negotiate separate licences for each territory, reflecting differences in market size, regulatory regimes, and cultural preferences. Territorial limitations also affect royalty calculations, as rates may vary by region.

Digital rights management (DRM) refers to technological measures used to control access to and copying of digital content. DRM systems can encrypt files, enforce usage restrictions, and track consumption. While DRM is not a legal right, it can support contractual enforcement of IP rights by preventing unauthorised distribution. In the entertainment industry, DRM is embedded in streaming platforms, Blu-ray discs, and downloadable music files. However, DRM can raise accessibility concerns, and in some jurisdictions, attempts to circumvent DRM are themselves criminal offences.

Chain of title is the documented history of ownership and transfers of a copyrighted work. Maintaining a clear chain of title is crucial when licensing, acquiring, or selling IP assets, as gaps can lead to disputes over who holds the authority to grant licences. In film production, the chain of title includes the original author's rights, any assignments to the producer, subsequent licences to distributors, and any retained rights for sequels or spin-offs. Title insurance is sometimes used to protect against undisclosed claims that could jeopardise exploitation.

Right of public performance enables the copyright owner to control the broadcasting, live presentation, or streaming of a work to the public. In the UK, this right applies to literary, dramatic, musical, and cinematographic works. For example, a theatre company must obtain a licence to perform a play, while a broadcaster must secure a licence to air a film. The right of public performance is distinct from the right of communication, which covers making a work available online on demand.

Right of communication to the public is the exclusive right to make a work available to the public by electronic transmission, such as streaming or downloading. This right was introduced into UK law by the CDPA amendment in 2014 to address the digital environment. It means that even if a user does not download a file, the act of providing access to the work via a website or app requires permission. Streaming platforms must therefore obtain licences covering this right for each title they host.

Parody is a form of expression that imitates a work for comedic or critical effect, often relying on recognisable elements of the original. In the UK, parody is covered under the fair dealing exception for "criticism or review," provided the use is for the purpose of parody and does not conflict with the normal exploitation of the original work. Legal cases have examined whether a satirical music video that mimics a popular song constitutes permissible parody or infringes the underlying composition. Practitioners must assess the balance between the expressive purpose and the market impact.

Non-derogatory licence is a licence that includes a clause preventing the licensee from creating derivative works that could damage the reputation of the original work or its creator. Such clauses are common in agreements involving high-profile brands, where the licensor wishes to maintain control over the quality and integrity of the work. For instance, a luxury fashion house may grant a licence to produce a line of accessories but prohibit any alteration that could be perceived as cheapening the brand.

First sale doctrine is a principle that allows the owner of a lawfully purchased copy of a copyrighted work to resell, lend, or otherwise dispose of that copy without the copyright holder's permission. In the UK, this principle is embodied in the CDPA and applies to physical copies such as DVDs, books, and CDs. However, it does not extend to digital downloads, where the licence model typically restricts further distribution. Understanding the first sale doctrine is important when advising clients on secondary markets, library

lending, and resale platforms.

Statutory limitation period sets the time limit within which a rights holder may bring an infringement action. In the UK, the limitation period for copyright infringement is six years from the date the cause of action accrues, which is generally the date of the infringing act. The limitation period can be extended if the infringement is ongoing, such as continuous illegal streaming. Practitioners must be mindful of these deadlines to preserve the ability to enforce rights.

Counterfeit goods are unauthorised reproductions that bear a trademark or design identical or substantially similar to the protected work, intended to deceive consumers. Counterfeit merchandise is a pervasive problem in the entertainment industry, especially for popular film franchises, music bands, and sports teams. Enforcement actions may involve civil claims for infringement, criminal prosecution, and customs seizure. The IP strategy for combating counterfeits includes robust trademark registration, monitoring of online marketplaces, and collaboration with law enforcement.

Exhaustion of rights (or “first sale” in the digital context) limits the ability of a rights holder to control the distribution of a lawfully acquired copy after it has been placed on the market. In the UK, the doctrine of exhaustion applies to physical copies, meaning that once a DVD is sold, the copyright owner cannot prevent its resale. However, for digital content, the principle is limited, and licences often contain restrictions that prevent the downstream distribution of downloaded files. Understanding exhaustion is essential when drafting distribution agreements and advising on resale or secondary licensing.

Contractual waiver is a provision whereby a party voluntarily relinquishes a specific right, such as a moral right or a claim to damages. In entertainment contracts, parties may waive the right to be identified as the author, or waive the right to claim damages for minor breaches, in exchange for other considerations. Waivers must be expressed clearly and unambiguously to be enforceable, and they cannot contravene public policy. For example, a writer may waive the moral right of attribution in order to allow a studio to market the film under a different title.

Right of integrity is a moral right that allows an author to object to any distortion, mutilation, or other modification of their work that would be prejudicial to their honour or reputation. This right is distinct from economic rights and cannot be transferred, though it may be waived. In practice, a director may seek the author’s consent before making substantial changes to a screenplay, especially if those changes could affect the original author’s reputation. Courts have upheld claims where alterations were deemed to have damaged the author’s standing.

Right of paternity (or attribution) is the moral right that obliges the author to be identified as the creator of the work. In collaborative projects, the right of paternity may be shared, but each contributor retains the entitlement to be credited for their part. Failure to attribute can lead to a claim for infringement of moral rights, even if the economic rights have been assigned. In the film industry, screenwriters often negotiate credit clauses to safeguard their right of paternity, ensuring their name appears in the final credits.

License grant is the part of a licence agreement that specifies the rights being transferred from the licensor to the licensee. It outlines the scope, territory, duration, and any limitations or conditions. A well-drafted

license grant is essential to prevent disputes over what is permitted. For example, a music publisher may grant a non-exclusive licence to a streaming service for “audio-only” use, expressly excluding “video-sync” rights, which would require a separate licence.

Licensee is the party who receives the permission to use a copyrighted work under the terms of a licence. In entertainment, licensees include broadcasters, streaming platforms, record labels, and merchandise manufacturers. The licensee is bound by the conditions of the licence, including payment of royalties, adherence to quality standards, and compliance with any reporting obligations. Failure to comply can trigger termination of the licence and potential infringement liability.

Licensor is the owner of the copyright or other IP right who grants permission to another party. The licensor may be an individual creator, a collective management organisation, or a corporate entity that holds the rights. The licensor’s responsibilities include ensuring that the licence is valid, providing necessary warranties, and monitoring the licensee’s compliance. In many cases, the licensor will retain certain rights, such as the ability to grant further licences or to enforce the work against third parties.

Royalty base is the metric on which royalty calculations are founded. Common bases include gross revenue, net revenue, number of units sold, or per-play counts. The choice of royalty base significantly impacts the amount of money the rights holder receives. For instance, a songwriter may negotiate a royalty based on “gross revenue from digital downloads,” which would be higher than a royalty based on “net revenue after platform fees.” Accurate reporting and audit rights are essential to verify the royalty base.

Audit clause is a contractual term that allows the rights holder to examine the licensee’s books and records to ensure correct royalty payments. In entertainment agreements, audit clauses often specify the frequency of audits, the scope of documents to be inspected, and the party responsible for audit costs. The existence of an audit clause serves as a deterrent against under-payment and provides a mechanism for dispute resolution. In practice, a music publisher may invoke the audit clause to confirm that a streaming service is accurately reporting play counts.

Territorial exclusivity refers to a licence that grants the licensee the sole right to exploit the work within a defined geographic area. Exclusivity can increase the value of a licence, as the licensee gains a competitive advantage. However, it also imposes higher obligations on the licensee to maximise exploitation. In film distribution, a company may acquire exclusive rights for the United Kingdom, meaning no other distributor may release the film there without breaching the agreement.

Non-exclusive licence allows the licensor to grant the same rights to multiple licensees simultaneously. This is common in music publishing, where a song may be licensed to numerous record labels, broadcasters, and streaming platforms. Non-exclusive licences provide broader market reach but may dilute the value of each individual licence. The contract should address how the licensor will manage multiple licences and ensure that the cumulative exploitation does not exceed the market capacity.

Right of making available is a component of the communication right that covers the act of uploading a work to a server so that the public can access it on demand. This right is particularly relevant for on-demand streaming services, which must secure licences that specifically cover making the work available, not merely

broadcasting it. Failure to obtain a right of making available licence can expose a platform to infringement claims, even if the content is not actively streamed.

Synchronization licence (or “sync licence”) is a licence that permits the use of a musical composition in timed relation with visual images, such as in a film, television programme, advertisement, or video game. The sync licence is distinct from the licence for the sound recording; both the composition and the recording may require separate clearances. Negotiating a sync licence involves considerations of the prominence of the music, the duration of use, the territory, and the media. High-profile songs often command premium sync fees, reflecting the promotional value they can provide.

Mechanical licence authorises the reproduction of a musical composition in a physical or digital format, such as CDs, vinyl records, or downloads. In the UK, mechanical licences are typically administered by the MCPS on behalf of composers and publishers. The licence fee is usually a statutory rate per unit, though parties may negotiate different terms for large-scale productions. For example, a record label producing an album will obtain a mechanical licence for each track to ensure the composition is legally reproduced.

Performance rights organisation (PRO) is a collective body that manages the performance rights of music creators and publishers, issuing licences for public performances and collecting royalties. In the UK, the main PROs are PRS for Music, PPL, and the newly formed OneMusic. PROs negotiate blanket licences with broadcasters, venues, and digital platforms, simplifying the clearance process for users and providing a revenue stream for creators. The distinction between PRS (which represents composers and publishers) and PPL (which represents performers and record companies) is important when determining which licences are required for a given use.

Broadcasting licence is the permission required to transmit a copyrighted work over radio or television frequencies. In the UK, broadcasters obtain licences from the relevant PROs and may also need separate licences for specific programmes, especially if they include third-party content. The licence typically covers the right of public performance and, where applicable, the right of communication. Non-compliance can result in statutory damages and the suspension of broadcasting privileges.

Right of adaptation is the exclusive right to create a derivative work, such as a translation, dramatisation, or film version of a literary work. The holder of the adaptation right may grant licences for each specific form of adaptation. In practice, an author may assign the adaptation right to a film studio, which then produces a screenplay and ultimately a film. The original author may retain the right to produce a stage adaptation, provided that the contract does not include a blanket assignment of all adaptation rights.

Right of translation is a subset of the adaptation right that specifically allows the conversion of a work from one language into another. Translators must obtain permission from the copyright holder before creating a translation, and the translation itself becomes a new copyrighted work. In the entertainment industry, translation rights are essential for distributing films, books, and songs in international markets. Agreements often include clauses specifying the languages covered, the territories, and the royalty rates for each version.

Right of reproduction covers the making of copies of a work in any material form, whether physical or

digital. This right is at the heart of most infringement claims, as unauthorized copying is a common form of piracy. The right of reproduction also underpins licensing models for digital downloads, where each copy must be authorised. In the UK, the right of reproduction is exercised by publishers, record labels, and streaming services under licence agreements.

Right of distribution enables the copyright owner to control the sale, rental, or lending of copies to the public. This right is distinct from the right of reproduction; a party may lawfully reproduce a work (e.G., By manufacturing CDs) but must still obtain distribution rights to sell those CDs. Distribution agreements often include clauses on pricing, marketing, and inventory management. For example, a film distributor may acquire the right of distribution for theatrical releases, while a separate licence covers home video distribution.

Right of rental is a component of the distribution right that specifically allows the renting or lending of copies, such as video-on-demand services, libraries, or DVD rental shops. In the digital age, rental rights have evolved to include “temporary” licences for streaming, where the user pays for a limited period of access. Rental licences may be priced differently from outright sales, reflecting the reduced value of temporary use.

Right of exhibition refers to the public display of artistic works, such as paintings, sculptures, or photographs, in galleries, museums, or public spaces. While this right is less directly relevant to film and music, it becomes important for visual art used in set design, promotional materials, or merchandising. Exhibitors typically obtain licences from the artist or their representative, often through a CMO that handles visual art rights.

Right of making extracts allows the author to control the extraction of portions of a work for separate use, such as creating a compilation or a “highlights” reel. In the UK, this right is covered under the broader reproduction right, but contracts may specifically address the creation of extracts. For example, a sports league may license the right to produce a “best moments” compilation from a broadcast, requiring separate clearance for each clip.

Right of broadcasting is the exclusive authority to transmit a work by radio, television, or digital streaming to the public. This right is distinct from the right of communication, which includes on-demand services. Broadcasters must secure licences for each work they intend to air, often through blanket agreements with PROs. The scope of the broadcasting right can be limited by territory, language, and duration, and may be subject to regulatory oversight by Ofcom.

Right of making available is the specific right to upload a work to a server so that the public can access it on demand, as opposed to a live broadcast. This right is increasingly important for streaming platforms, which must obtain licences that expressly cover making the work available. The right of making available is often bundled with the right of public performance in a single licence, but the terms can be negotiated separately.

Statutory damages are pre-determined monetary awards that a court may impose in cases of infringement, regardless of actual loss. In the UK, statutory damages are available for certain offences, such as piracy, and

provide a deterrent effect. They are generally lower than damages based on actual loss but can be significant when multiplied across large numbers of infringements. For entertainment law practitioners, statutory damages can be a useful tool when the infringer's financial position makes it unlikely that a damages award would be recoverable.

Criminal infringement occurs when a person willfully infringes copyright on a commercial scale, such as by reproducing and distributing large quantities of pirated movies. Criminal offences are prosecuted by the Crown Prosecution Service and can result in fines, imprisonment, and seizure of infringing material. The threshold for criminal prosecution in the UK includes the scale of infringement and the intent to profit. High-profile cases against file-sharing websites illustrate the impact of criminal enforcement on the industry.

Customs seizure is a enforcement action where customs authorities intercept imported goods that infringe on IP rights, such as counterfeit DVDs or unauthorized merchandise. Rights holders can apply for a customs order to block the entry of infringing goods into the United Kingdom. The process involves providing evidence of the infringement and demonstrating that the goods are likely to be counterfeit. Customs seizure is an effective preventative measure against the influx of illegal copies.

Enforcement strategy is the plan adopted by a rights holder to protect and assert their IP rights. It may include monitoring the market for unauthorised uses, issuing cease and desist letters, pursuing civil litigation, seeking injunctions, and collaborating with law enforcement for criminal actions. In the entertainment sector, a multi-layered enforcement strategy is often required, combining digital monitoring tools, brand protection services, and legal action to address both online piracy and physical counterfeiting.

Brand protection involves safeguarding the visual and textual elements associated with a franchise, such as logos, character designs, and slogans. This typically requires a combination of trademark registration, design rights, and vigilant enforcement against unauthorised merchandise. For example, a film studio may employ a brand protection team to monitor online marketplaces, social media, and retail outlets for infringing products, taking swift action to remove listings and pursue legal remedies.

Digital piracy refers to the unauthorised copying, distribution, or streaming of copyrighted works over the internet. In the entertainment industry, piracy can take the form of torrent sites, illegal streaming platforms, or unauthorized downloads. Rights holders combat piracy through takedown notices under the UK's "notice and takedown" regime, legal actions against operators, and technical measures such as DRM. The economic impact of digital piracy is a persistent challenge, influencing licensing models and pricing strategies.

Notice and takedown is a legal process whereby a rights holder notifies an internet service provider or platform of infringing content, requesting its removal. Under UK law, the provider must act promptly to avoid liability for hosting infringing material. The process typically involves sending a formal notice that identifies the infringing content, the relevant IP right, and a statement of authority. The platform then removes or disables access to the material. While effective for individual infringements, the notice and takedown system can be overwhelmed by large-scale piracy operations.

Safe harbour provisions protect online intermediaries from liability for user-generated content, provided

they comply with certain obligations, such as removing infringing material upon notice. In the UK, the Electronic Communications Act and the E-Commerce Regulations establish safe harbour rules. Platforms that host user uploads, such as video-sharing sites, rely on these provisions to limit their exposure, but they must maintain robust policies for responding to infringement notices. Failure to comply can result in loss of safe harbour protection and direct liability.

Open-source licence is a licence that allows the use, modification, and distribution of software under defined conditions, often requiring that derivative works be released under the same licence.