

# Making a film or scripted TV programme: checklist

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A checklist setting out the main steps in making a film or scripted TV programme or series and the legal issues the creator should consider.

Most of the steps involved in making a film or a scripted TV programme or series involve legal considerations, for example, contracts such as option agreements, agreements with the screenwriter, production team and distributor, music and location permissions, and the law on working time.

This checklist outlines the main steps in the process and the relevant legal issues approximately in the order in which they need to be considered (although this order varies, for example, depending on how the film or programme is financed). Some matters need to be reconsidered at different stages as the project develops.

The checklist is intended as a general guide and may not be comprehensive, and each project is different. Additional rules may apply if filming takes place abroad.

For a checklist on making an unscripted TV programme, see [Checklist, Making an unscripted TV programme](#). For background on the law and other issues related to making a film or TV programme, see [Sector note, Media: regulatory overview: Film and TV and video-on-demand](#).

## Development

### Option underlying work

If the film or TV programme is based on an underlying work (such as a book, play or screenplay) which is still in copyright, and the producer does not own the rights, purchase an exclusive option to develop the project via the agent for the work. The option is likely to be for 18 months to three years and may be renewable. See [Standard document, Film option agreement](#).

You cannot get finance unless you have the underlying rights. Instead of an option agreement, a producer may enter into a more informal "shopping" agreement with a rights owner, often for very little or no payment. This gives the producer an exclusive period to attract funding or co-production (shop the proposal around). The period is usually short, such as six to nine months.

For more on option and shopping agreements, see [Practice note, Film and TV option agreements](#).

### Initial agreements

Non-disclosure agreements may be desirable in the early stages of development, although a producer will rarely agree to them in relation to ideas offered to them as similar ideas can be submitted from any sources. See [Standard document, Confidentiality letter agreement: short form \(one-way; pro-discloser\)](#). For potential writers, see [Standard document, Writer's confidentiality agreement for film or TV \(one-way, pro-discloser\)](#).

Ensure that all employees and consultants involved in the development sign appropriate agreements regarding intellectual property ownership. For a selection of general copyright licences and assignments, see [Practical Law: Copyright](#).

### Producers

Unless the project is initiated by a production company, you must appoint a producer.

If the project is co-produced, a co-production agreement is needed. Where the co-producer is in a different jurisdiction, a co-production might qualify for tax relief. See [Sector note, TV and film industry overview: Tax incentives: Co-productions](#).

### Budget and specification

Prepare a budget and specification considering the following:

- What actors you need and whether you want known stars.
- Location(s), for example, whether tax reliefs are available for filming in certain locations. For tax relief for films and high-end TV programmes that satisfy the cultural test for being a British film, see [Practice note, Film tax relief](#) and [Sector note, TV and film industry overview: Tax incentives](#).

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- An initial script breakdown to identify all the script elements (for example, cast, extras, costumes, makeup and so on) needed for each scene in the script.
- How the film or programme will be released or distributed, for example, in the cinema, on broadcast TV or on streaming services and whether tax reliefs affect this. See [Practice note, Film tax relief: Switching between film tax relief and high-end TV relief](#). Different and more stringent content rules apply if the film or programme is released on broadcast TV (see Content issues). The distributor may be the same entity as the producer, may fund the project or may be found after the film has been made.
- Environmental issues, particularly relating to travel. See [Article, BAFTA's albert project and the Green Rider campaign](#).
- The estimated profit you will make.
- In connection with the financing of the film or TV series, negotiating your attachment to sequels, remakes or spin-offs.

### Finance

Raise finance to get the film or programme commissioned. Commonly, equity finance is used, in which investors contribute money to the film's production in exchange for a stake in its proceeds. Other sources, which can be used in combination, include:

- Debt and mezzanine lending.
- Government subsidies or tax credits.
- Distribution rights or "pre-sales".
- A fully funded commission from a studio, streaming service, broadcaster or other distributor.
- Crowdfunding. (Crowdfunding has been used occasionally for very low-budget films).

See [Practice note, Film finance: overview](#), [Sector note, TV and film industry overview: Finance](#) and [Standard document, Film equity investment agreement](#).

### Exercising the option

Exercise the option. An assignment or licence of rights and all other key terms of the exercise of the option should have been either:

- Included in the option agreement (as in [Standard document, Film option agreement](#)).
- Appended to the option and left unsigned when the option was taken out, in which case it needs signing on exercise of the option.

In the latter case, it is advisable to include a power of attorney in the option so that the producer can sign if

the rights owner fails to do so. To exercise the option, the producer needs to pay the exercise price which was agreed when the option was originally entered into. Usually, the initial option fee is 10% of the purchase price but may be less for independently produced projects or more for a "hot property". The option or purchase agreement may contain a reversion period, likely to be five to seven years from exercising the option, when rights could revert to the owner if filming has not commenced.

See [Practice note, Film and TV option agreements: Exercising the option](#).

### Quitclaim

Ensure that the publisher of any underlying work signs a quitclaim to ensure that they do not control the audiovisual rights that are the subject of the option and therefore cannot make a claim for infringement later. Obtain quitclaims for publishers in all key territories in which the film or programme will be distributed.

## Pre-production

### Screenplay

If the screenplay is not already written, appoint a writer. See [Standard documents, Writer's confidentiality agreement for film or TV \(one-way, pro-discloser\)](#) and [Screenplay writer's agreement](#).

### Production team

Engage a production team (these may be companies or individuals), which is usually made up of the following:

- The director (and any executive director and assistant directors). See [Standard document, Film director's agreement](#).
- An individual producer or co-producers. See [Standard document, Film producer's agreement](#).
- The director of photography.
- The camera operator.
- The first assistant director.
- The casting director.
- The location manager.
- The line producer.
- The script editor.
- The script supervisor.
- The film editor.
- The production designer.

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- The costume designer.
- The hair and make-up designer.
- The visual effects or animation company.
- The stunt company.
- The post-production supervisor.

Enter into agreements with film crew if they are not employees of the production company or a company appointed by the production team. For example, camera operators, sound engineers and runners. See [Standard document, Film crew member's agreement](#).

### Actors and other participants

The casting director should source actors and the producer then enters into agreements with (as applicable):

- **Actors and other participants.** For leading actors, see [Standard document, Film actor's agreement](#). Most other actors are likely to be engaged on the Pact and Equity standard form of agreement and paid according to the Equity rate card ([Pact: About us](#) and [Equity: Rates and agreements](#) (registration required)).
- **Child actors.** Working with children (those under 16 or 18 depending on where filming is taking place) requires a licence from the child's local authority. The licence states the number of hours the child can work, as well as any other special steps needed for the child's employment. You also need to inform the local education authority where the filming is taking place. See [Practice note, Employment of children](#).
- **Extras and other featured individuals.** A person not covered by an actor's agreement should sign an image release. See [Practice note, Consents needed to publish or exploit film or photographs of individuals](#) and [Standard document, Image release \(GDPR and DPA 2018\)](#).
- **Animals.** Procure any animals from a known industry supplier. You must comply with the following:
  - the Animal Welfare Act 2006;
  - the Cinematograph Films (Animals) Act 1937;
  - the Performing Animal (Regulation) Act 1925; and
  - RSPCA guidelines ([RSPCA: Advice and welfare; Performing Animals](#)).

### Music

Appoint composer(s) for any original music score. See [Standard documents, Composer's agreement for film music](#) and [Short-form film music commissioning agreement](#).

Clear rights to any existing music to be used. See [Standard documents, Master recording synchronisation licence](#)

[agreement for film soundtrack](#) and [Music publishing synchronisation licence agreement for film soundtrack](#). It may be possible to clear some music, specifically production or library music, via collecting societies. See [Practice note, Collecting societies in the music and film sector: Mechanical Copyright Protection Society \(MCPS\)](#).

For a full discussion of music clearance and contractual issues, see [Practice note, Legal issues arising from use of music in film](#).

### Location

Enter into location agreements. See [Standard document, Location agreement](#).

You are likely to require permissions to film in certain locations or using special effects. For example, in the UK, permissions are required from:

- Local authorities for filming on public land.
- The police when:
  - filming on a public highway;
  - special effects, explosives or firearms are used; or
  - uniformed police or police vehicles are portrayed on film.
- The local police and highways department of the local authority to film on a public road.
- Local shops or restaurants used for filming, particularly if a shop's or restaurant's trade mark or name are seen or heard on film.
- The architect of a modern building still in copyright to avoid infringing copyright in the building and in any underlying architectural drawings. (Under copyright law (section 62, Copyright, Designs and Patents Act 1988), filming buildings in public places or which are open to the public is a "permitted act", but it is not clear whether this extends to architects' drawings. See [Practice note, Copyright: permitted acts: Representation of certain artistic works on public display](#).)
- The appropriate body in relation to royal parks and buildings (see [Sector note, Media: regulatory overview: Filming regulations](#) under "Royal parks and buildings").

If filming using a drone, apply to the Civil Aviation Authority (CAA) to check whether permission or a licence is required. See [Practice note, Drones: law in the UK: Registration and competency](#) and [CAA: Unmanned aircraft and drones](#).

Check whether there are any other local laws on filming, for example, as there were during the height of the COVID-19 pandemic.

### Content issues

#### Regulation and statute

Ofcom's Broadcasting Code contains rules for:

- Broadcast content in Part 1 (see [Practice note, Broadcast TV programme content regulation](#)). If the film or programme is likely to be broadcast, consider the rules before the film or programme is made.
- On-demand content in Part 3, which contains lighter rules (see [Practice note, On-demand TV regulation: Content requirements](#)).

(Ofcom: The Ofcom Broadcasting Code (with the Cross-promotion Code and the On Demand Programme Service Rules) (30 December 2020).)

The film or programme must comply with the laws on:

- Copyright (see [Practice note, Overview of copyright](#)).
- Performers' rights (see [Practice note, Consents needed to publish or exploit film or photographs of individuals: Performers' rights and performers' moral rights](#)).
- Moral rights (see [Practice note, Moral rights and artist's resale right](#)).
- Defamation (see [Practice note, Overview of defamation](#)).

#### Production hazards

If the film or programme uses weapons, explosives or fire, or you are filming in water or using stunt work, comply with Health and Safety Executive guidance ([Health and Safety Executive: Stunts, fights and other potentially hazardous production activities \(September 2017\)](#)).

#### Products

Agree on product releases for any product, artwork or photograph used in the film or programme. See [Standard document, Product release](#).

Enter into product placement agreements if a brand will pay for its product to be used in the film or programme. There are restrictions on product placement in broadcast and on-demand TV, including in children's programmes. See [Practice note, Product placement in broadcast and on-demand TV](#).

#### Data protection

Consider whether any clearances for filmed content are required under data protection or privacy law. For example:

- Drones fitted with cameras can collect personal data, for example, images of people or vehicle plate

numbers. This can have data protection and privacy implications. See [Practice note, Drones: law in the UK: Data protection and privacy](#).

- Filming in public places could have data protection and privacy implications, for example, if identifiable individuals appear in the film other than incidentally or in a crowd scene. See [Practice note, Consents needed to publish or exploit film or photographs of individuals](#).

### Distribution

If the production company owns the film or programme, it also owns the distribution rights in that film or programme, if these are not owned by the financier as part of the negotiated financing arrangements. Usually, if a film or programme is fully financed by a studio, broadcaster or streaming service, the financier expects to receive all the distribution rights in return.

### Insurance

Take out insurance for a wide range of risks, including for:

- Errors and omissions.
- Cast (in case they pull out or get sick).
- Faulty equipment.
- Delay.
- Unanticipated expenses.

### Merchandising

Consider whether there will be any spin-off or merchandising opportunities. This could, for example, include character merchandising or exploitation of the rights in the music in the film or programme. See:

- [Practice note, Character merchandising licences: IP rights and competition law issues](#).
- [Brand exploitation toolkit](#).
- [Standard document, Character merchandising licence](#).

### Production

Establish an on-set safety protocol.

Comply with the Working Time Regulations 1998 (SI 1998/1833) (WTR 1998). The WTR 1998 includes a maximum working week of 48 hours, with specific provisions for night work and rest periods and rest breaks. However, this maximum limit on working time may have been amended, or opted out of, through individual agreements in employment contracts

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(regulation 4(1), *WTR 1998*). For more information, see [Practice note, Working Time Regulations: overview](#).

You must also comply with:

- For children, restrictions on working hours. See [Practice note, Employment of children](#).
- Legislation and guidelines for the use of animals (see [Actors and other participants](#)).
- Any other contractual or regulatory restrictions.

### Post-production

Once shooting is complete:

- Edit the film or programme.
- Check whether there are any copyright works (for example, a painting, sculpture, building or logo) or trade marks (for example, on products, clothes or buildings) appearing in the film or programme for which licences have not already been obtained in the pre-production or production phases, and arrange appropriate licences.
- Submit the film to the British Board of Film Classification for rating. This is a requirement of the Video Recordings Act 1984 for UK releases unless the film is exempt. For more information, see [Sector note, Media: regulatory overview: Film classifications](#).

- Revisit the release plan. Now that the film or programme is made, consider whether it is best suited to release in a cinema, on broadcast TV or via a streaming service. Different and more stringent content rules apply if the film is released on broadcast TV (see [Development](#)).

- For a film, find a distributor (if one is not already involved). This might involve hiring a sales agent or showing the film at a film festival. Alternatively, find a broadcaster or online distributor. Usually, key distributors are in place as part of the financing of the film or series to gauge market interest, in which case the distributors may own the distribution rights in its territory in perpetuity. If the work was financed without distribution, the terms on which it will be distributed depend on its market appeal and quality as a finished film or programme. The distribution agreement is likely to give the distributor or broadcaster rights to the film or programme for a specific duration in one or more specific territories in return for a percentage commission of the revenues generated by the film plus its out-of-pocket distribution costs, subject to a cap. See [Standard document, Film distribution agreement](#). For more on online and streaming arrangements, see [Sector note, TV and film industry overview: Streaming](#).

If the production company is a member of the relevant collecting societies, see [Practice note, Collecting societies in the music and film sector](#).

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