The Rate for the Job

Prepare for a long struggle against the Murdoch bid for Sky

THE BATTLE to stop the Murdoch family controlling even more of British media looks a long slog, as culture secretary Karen Bradley ponders a report from the regulator Ofcom advising her not to accept the new bid from 21st Century Fox to buy up the whole of Sky TV.

Instead Ofcom says she should send it to the Competition and Markets Authority (CMA) to look at the effect on media plurality of Murdoch control of Sky, the UK’s biggest broadcaster, and its biggest newspaper group.

A CMA investigation will take six months, and Bradley could not even decide whether to refer the case to it before Parliament’s summer recess began on 21 July. A CMA referral in September would mean no outcome until Summer 2018.

It’s looking like a re-run of the last time the Murdochs tried to buy Sky, in 2010-11, when an active campaign, supported by the NUJ, kept the issue going for more than a year; until the bid collapsed when the phone-hacking scandal blew up.

The election result has had a big impact: Theresa May’s wobbly government dare not risk a deal with Murdoch; the political storm would be too violent. The campaign is again making it difficult, and again the NUJ is backing it. LFB has donated £500 to the Campaign for Press and Broadcasting Freedom which is organising campaign materials and events.

LFB joint secretary Tim Gopsill, editor of the CPBF journal Free Press, said: “We stopped them before and we will do it again. Sky controlled by the Murdochs would be like Fox TV in America, just crude right-wing propaganda, with the likelihood it would drag down standards across the industry.”

The Trireme

THE TRIREME Award is for the “worst terms since I was last chained to the oars”, in the words of one freelance. Continuing a recent run of national dailies who suddenly don’t seem to have much money available with which to pay freelances, this month it’s awarded to the Daily Telegraph.

According to one freelance submitting to the Rate for the Job (see above), this national newspaper could only find £60 for a foreign news story.

Photo © A member of the Trireme Trust

The Claudia Jones lecture 2017

The speaker at the NUJ’s Claudia Jones Lecture this year will be Shadow Home Secretary Diane Abbott. It’s on Thursday 26 October – during Black History Month – in the Astle Suite, Portcullis House, Westminster. The annual lecture commemorates Trinidadian journalist and activist Claudia Jones, who after being deported from the USA for Communist Party membership was an instigator of the Notting Hill Carnival.

The aims of the Bill are set out in a C.R.E.A.T.O.R – clarifying Clear contracts, in written form, which transparently set out the exact scope of the rights that are granted / assigned / licensed and are also promptly and transparently negotiated.

Remuneration: Fair Remuneration. Equitable and unwaivable remuneration for each use / exploitation of work, for example “bestseller terms” so that if a work does far better than expected the creator shares in its success even if copyright was assigned.

Exploitation: An obligation of Exploitation for each mode of exploitation. This is also known as the Use-it-or-Lose-it Clause.

Accounting: Fair, understandable and comprehensive Accounting clauses.

Terms: Reasonable contract Terms (for example, time limited) with regular reviews where appropriate to take into account new forms of exploitation; underpinned by a reversion right where this would be appropriate.

Ownership: Creators should be appropriately credited (including metadata) for all uses of their work; the integrity of artistic works should be respected, and the Ownership of moral rights should be unwaivable.

Reasonable: All contracts should be subject to a general test of Reasonableness including a list of defined clauses which are automatically deemed to be void and a general safeguarding provision that any provision contrary to the requirement of good faith, causes a significant imbalance in the parties’ rights and obligations arising under the contract, to the detriment of the author shall be regarded as unfair.

Please sign up to support this initiative at www.fairtermsfor-creators.org and contribute arguments that you and other creators can put to parliamentarians.

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The Rate for the Job rates include categories we’ve not heard of before – one for a “traditional” blog post (please let us know what that means) and a rate that shrinks as more editing is needed! Beware these!

Thinking about work for a company you’ve not dealt with before? Simply look at the Rate for the Job to find out what companies in similar niches have paid. Then aim higher. You can submit rates online, in confidence, at any time, at www.lon-

donfreelance.org/rates – please give not only the basic rate (e.g. for FBS, First British Serial rights) but extra payments negotiated for extra uses, like the Web. These are shown as (eg) £400 + 100. Rates marked X are, in the editor’s fallible opinion, below par. Treat all rates as minima, even perhaps the happy 0% few.

Broadcast: Radio 5 live, quick news punditry by phone £30 X.

Shifts: privately published recipe book per day editorial “not a lot, but for a friend” £800 X, Crash.net features, interviews, articles, audio from F1 grand prix event, £300 for four 14-hour days: food, hotel expenses but not travel, left out of pocket, exes £75 XXXX; history documentary series TV producing, directing, 10-17 hour day! PACT contract £280; Nature subbing day £205.80; WI Life subbing day 9-4 £180 0; Virgin TV mag subbing day 9.30-5.30 £160; Trade magazines subbing day £150; women’s magazines, subbing day £130 XX; various design for print, layout, covermounts & marketing £130; Woman £120 XXX; Radio Times subbing day £120 XXX; Mail Online subbing/writing day 8 hours £120 XXX; Evening Standard video editing shift £90 XXXX.

Translation: Mail on Sunday fixator and translator day £150 X.

Words, per 1000: PR blog for Finnish record label – 800 words at £300, all rights £375; album liner notes for Norwegian label £250; All About History all rights £100 XXX; Classic Rock features, reviews £100 XXX; Lancet Neurology 1600-word feature at £500 fee shrinks with amount of editing required to £150 “Floor”, £312.50 XXXX.

Words, other: <i> newspaper 500 word sports interview £90; <i> newspaper sports news (web only) £50; Skyscanner’s travel features, 2000 words £200; Daily Telegraph foreign news story (size unspecified) £60 XXX; New Statesman traditional blog post £50; Planet Rock 170-word review £40.

A campaign for fair contracts

THE CREATORS’ Rights Alliance – of which the NUJ is a founding member – has prepared a draft Private Members’ Bill that would ensure that freelance authors and performers get fair contracts. The CRA aims to get this debated in the current session of Parliament.

All the aims of the Bill are set out in the acronym C.R.E.A.T.O.R – clarity: Clear contracts, in written form, which transparently set out the exact scope of the rights that are granted / assigned / licensed and are also promptly and transparently negotiated.

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