

BUSINESS WEBINAR

PART 2

Protecting Your Content and Growth: Commercial Confidence for Expanding Practitioners



Presented by: Michelle Whitehead,
Lawyer, Mediator and Risk
Management Mentor, Carefree Counsel

Acknowledgement of Country

I acknowledge the Traditional and Continuing Custodians of the Dhanghutti lands, where I live, work and play.

With deepest gratitude, I witness their love for this land and their nurturing of its abundance.

I recognise the historic and ongoing injustices suffered by indigenous peoples, here and around the world.

I consider myself very blessed to call this land home.



Presenter | Michelle Whitehead



Lawyer, Mediator & Mentor

Founder, Carefree Counsel

I work with purpose-led, service-based businesses and allied health practitioners who want strong, protective legal foundations that genuinely reflect who they are and how they work, while holding space for them to live their dreams.

I believe in a practice grounded in care rather than conflict. In clarity rather than complexity. In legal foundations built on trust instead of fear.

When we do this well, you are set up to thrive far into the future – and more likely to be protected against the kinds of problems that can harm you and your clients.



Personal

- Homeschooling mum
- Avid fiction reader
- Author, poet, creative artist
- Nature lover, amateur photographer

Qualifications

- BA (Hons 1), LLB (Hons 1), LLM Hons
- GradDip Legal Practice, GradDip FDR
- Admitted as a solicitor in NSW (2010)

Online business owner

- Started working from home in 2008 providing research for barristers; evolved into a full online law practice serving purpose-led practitioners.

What we're covering today

- 1 **The three types of IP** — Copyright, trade marks & trade secrets
- 2 **Copyright in depth** — What you own, what you don't, and how to protect it
- 3 **Naming your business & work** — Choosing names that can truly be yours
- 4 **Who actually owns what** — Contractors, collaborators & IP ownership
- 5 **Trade secrets** — The invisible treasure in your practice
- 6 **Licensing as leverage** — Scaling your impact and your income



| Section 1

The three types of IP that matter

| Copyright, trade marks & trade secrets – a map

1

Copyright

Protects your creative output

- Arises automatically – no registration in Australia.
- Lasts for the lifetime of the creator + 70 years.

2

Trade Marks

Protects your identity & reputation

- Develop through use[™] optional registration[®]
- Exclusive rights in registered classes; registration lasts 10 years.

3

Trade Secrets

Protects your methodology

- Your unique frameworks & approaches.
- No automatic legislative protection; protected only by contract.

None of them protect an idea – only the expression, identity & careful contractual protection of your unique work.



| Section 2

Copyright: You own it... (But do you understand it?)

| What copyright covers

Literary works

- Blog posts & website copy
- Course content & workbooks
- Email newsletters, social captions
- Intake forms, T&Cs, handouts

Artistic works

- Photographs & graphics
- Logos & infographics
- Designed resources

Dramatic works

- Videos & recorded webinars
- Online programs & course recordings

Sound recordings

- Podcasts & voice notes
- Audio guides & meditations

Your rights: Exclusive reproduction | Publishing | Communication to the public
Licensing | Moral rights (attribution & integrity) | Lifetime + 70 years

| What copyright doesn't cover



Ideas

Only the expression of an idea is protected. You can both write about gut health and mental wellbeing. What you can't do is copy the specific way the other has written about it.



Names, titles & slogans

Copyright protects literary & artistic works. A name is too short and too lacking in originality to qualify. This is exactly what trade marks are for.



Information, facts & techniques

Someone else can write about the same information or teach the same techniques. They just can't copy your specific language, structure, or creative contribution.



General approach (rewritten)

If someone reads your work, genuinely understands it, and creates something new in their own authentic voice – that is probably not an infringement. It's inspiration, not reproduction.

| The images problem

The reality

Downloading a Google Images photo and using it in a blog or social post is technically copyright infringement – no matter how easy it is to do.

Somebody created that image. It belongs to them. The same applies to images from Pinterest, Facebook or Instagram.

Clients have received payment demands for images used years ago on low-traffic blogs. Ignorance is not a defense, and it doesn't matter that a VA posted it.

The practical fix

- Use royalty-free, commercially licensed sources: Pixabay & Unsplash (free), Canva Pro, Shutterstock or Adobe Stock.
- Unsure of an image's status? Do a reverse Google image search to find the original – and reach out to ask permission.
- Creating memes & graphics? Make sure your base image is licensed. Put your name and URL on everything you create.
- Sharing others' memes & GIFs is fine – share from the original source, never remove branding, use socially not commercially, and consider ethics & cultural sensitivity.

| AI images

DO

Develop your own unique style

Use the image in conjunction with your brand

Add the human touch that makes it yours

Have FUN with it

DON'T

Prompt with the names of real artists

Use it to replicate recognisable characters

Expect everyone to appreciate it

Forget to count the fingers



| Common misunderstandings

"No copyright symbol, so it's safe to use"

Copyright exists automatically in Australia whether or not there is a © symbol. Always assume content is protected unless you have clearly established that it's not.

"I only copied a small amount"

Infringement isn't determined by word count or percentage. It's determined by whether the part you've taken is significant or important to the original work.

"I changed it, so it doesn't count"

It depends entirely on how much you changed it. Swapping a few words or reordering sentences isn't enough. You need to genuinely recreate it in your own voice.

"I paid for it, so I own it"

If you commissioned a designer or copywriter, the creator usually owns the copyright unless a written agreement specifically assigns it to you. What you have is a licence to use.

| When your work is being copied

1 Monitor

Google distinctive phrases from your key content. Set up Google Alerts for phrases uniquely associated with your work. Reverse image search your original graphics. Make this a regular habit.

2 Assess

Before acting: is this genuinely an infringement (substantial reproduction) – or inspiration and similarity that doesn't quite cross the legal line? And what outcome do you actually want?

3 Respond

Options range from letting it go, to a warm direct message, to a formal cease & desist, to mediation or legal action. A clear, professional message is often remarkably effective.

Important: there are laws against making a false IP infringement claim. Satisfy yourself that an infringement has genuinely occurred & get advice before making any accusation.



| Section 3

Are you SURE you own it?

| Designers, contractors & collaborators – who owns what?

1

Designers

Graphic designers, web designers, photographers

Default: Creator owns the copyright

Even if you paid them. Even if you gave a detailed brief. Even if you said 'this is for my business exclusively.' Unless you have a written agreement assigning copyright to you, the work belongs to the maker.



The fix: A written agreement that specifically assigns copyright upon payment. Even a confirming email is a valid start.

2

Contractors

VAs, content creators, course developers

Default: Creator owns the copyright

Unless they are employees, they are independent contractors. These relationships can feel like being part of the team – but feelings and legal rights are not the same thing.



The fix: Include explicit IP assignment clauses in all contractor agreements from day one.

3

Collaborators

Joint programs, co-authored resources

Default: Joint ownership

Either owner can generally use the work independently. But neither can grant a licence to a third party without the other's agreement.



The fix: A collaboration agreement defining ownership, use, revenue share, and what happens if the relationship ends.



| Section 4

Naming your business and your work

| Why names matter more than you think

Goodwill

The moment you start using a name, you begin building goodwill – an association between that name and the quality of your work, your relationships, your reputation.

In legal terms, you are building an unregistered trade mark. This is a real thing with real protection under Australian Consumer Law and common law – but you have to prove your history of use and that the other person's use is misleading or deceptive.

Unregistered trade mark

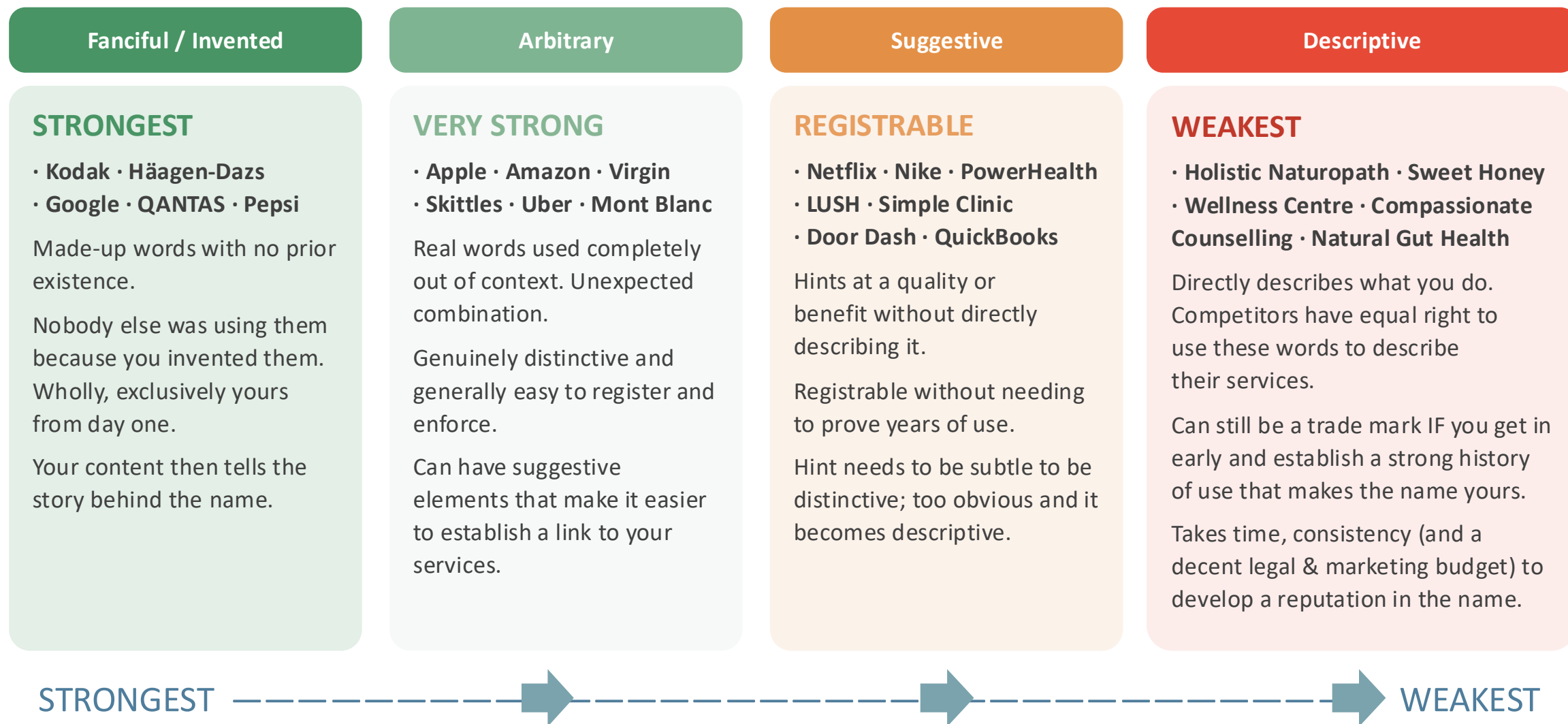
Real protection – but you must prove your history of use and that confusion occurred. Requires time and effort to enforce.

Registered trade mark

Exclusive right to use your name in Australia in your classes, for 10 years at a time, renewably forever. You don't have to prove anything. It is yours. Full stop.

Not all names are equally trade-mark-able. Choosing a distinctive, protectable name is one of the most important strategic gifts you can give your business.

| The spectrum: what makes a name trade-mark-able?



Basic searches practitioners can do – before you commit to a name

1

IP Australia trade mark database

Search for exact matches AND words that sound similar, look similar or have a similar meaning. Phonetically similar = still a problem even with different spelling.

2

ASIC business name register

See if anyone is already trading under that name. Business names don't give ownership rights – but they are an important signal of existing use.

3

Google search (go 10 pages deep)

Not just Australia, not just your industry. How is the name being used across the internet? Could your clients easily stumble across someone else?

4

Social media platforms

Search the platforms where you market – and the ones where your competitors do too. Username availability matters.

5

Domain name availability

Check domain availability at the same time. Ideally, your trading name, your handle and your domain should match.

If your honest answer is 'maybe' – it is almost always better to choose a different name. If it is not 100% safe, keep searching.

| When to consider registration

Signals to move registration up your priority list

- 1 About to invest significantly in branding around a name
- 2 About to launch a commercial product or program under that name
- 3 Starting to see competitors operating in similar territory
- 4 Created something with real commercial value you'd be genuinely distressed to have someone take

Timeline

Minimum 7.5 months from lodging to final registration.
Start before you feel the urgency.

Key classes for allied health

Class 44 Health, beauty & medical services

Class 41 Education & training

Classes 16 & 9 Workbooks, books, digital content

Registration is country-specific. Australian registration = Australian rights. International clients or global ambitions? International registration is worth planning for.



| Section 5

Trade secrets

What makes you irreplaceable

| Protecting what makes you unique

There is no law that automatically protects your methodology.
The only protection available to a trade secret is a contractual one.

1

With contractors & collaborators

Agreements must make explicit that the approaches and methods you share are confidential and remain exclusively yours – and may not be replicated or shared without your permission.

2

In training programs & courses

Student agreements should confirm that you retain ownership of the ideas and frameworks you share, and that students are learning for their own professional development – not to replicate your work commercially.

3

In client agreements

Where your methodology is central to the service, your agreements should include appropriate confidentiality provisions to protect the approaches you use.

"Clear is kind." – Brene Brown | This is not about distrust. It is about clarity.



| Section 6

Licensing as leverage

| What licensing is

Licensing is the formal authorisation of someone else to use your intellectual property – on your terms, in a controlled and documented way, in exchange for a fee or other benefit.

You already know this concept:

- ✓ Every time you agree to software T&Cs, you accept a licence to use it
- ✓ Every time you buy images from a stock site, you acquire a licence
- ✓ Every time you see the ® symbol next to a brand, you see a registered trade mark its owner has the exclusive right to license

But licensing is not just something that happens to other people's IP.

You have been building years of distinctive practice. Documented frameworks. Proven methodologies. What if you could authorise a peer – in a different area, working with a different demographic – to use your framework, your materials, your brand, in a structured, contractually defined way, in exchange for a licensing fee? Then five practitioners. Then ten. Your methodology reaching communities you could never reach alone, with a constant stream of income flowing back to you.

| What licensing could look like for you

1

Certified practitioner program

You've created a distinctive protocol that gets remarkable results. Other practitioners want to use it. They learn your framework, are licensed to deliver it under your brand with your materials and pay a licence fee for the ongoing right to do so.

2

Delivery licence

You've developed a transformative online program. You license the right to deliver it to practitioners in other countries, modalities, or clinical settings – extending its reach far beyond what your own calendar could ever accommodate.

3

Clinical methodology licence

Your approach to a particular health challenge has become, over years of refinement, a genuinely distinctive methodology. Licensing formalises ownership, establishes your authority, and creates a pathway for others to apply it under your supervision.

In every scenario, what is being licensed is a combination of all three types of IP: trade marks (brand & reputation), copyright (content & materials), and trade secrets (methodology & approach). And critically – you retain ownership.

| The seed to plant

You are not just a practitioner delivering a service.

You are a creator of significant intellectual property. A builder of real assets.

1

If you build distinctive names...

...you will have **TRADE MARKS** that others want to be associated with

Choose names that are protectable from day one.

2

If you build protected methodologies...

...you will have **TRADE SECRETS** that others are eager to share

Surround them with confidentiality before you share them.

3

If you build original content...

...you will have **COPYRIGHT** that others recognise, respect and value

Make it unmistakably, recognisably yours.

The way you build your practice today determines what is available to you tomorrow.

Bringing it all together

- 1 The three types of IP**
Copyright, trade marks & trade secrets – each working differently, each requiring different care.
- 2 Copyright in depth**
Automatic protection, its real boundaries, and navigating both sides with confidence.
- 3 IP ownership**
Designers, contractors & collaborators – the answers may differ from what you've assumed.
- 4 Naming as a strategic act**
Due diligence before you commit / invest, and the path to registration when the time is right.
- 5 Trade secrets**
The invisible treasure of your practice, and the critical role of contractual protection.
- 6 Licensing as leverage**
Your IP working for you beyond the ceiling of one-to-one sessions.

| Let's keep the conversation going!



Free 30-minute initial consultation

Specific question about your own practice?
Book a free, no-obligation 30-minute conversation.

carefreecounsel.com

Find me & follow along:

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Join us for Webinar 3!

September 2026

Conflict, Complaints and Consumer Law

What to do when things go wrong, how to respond to complaints with confidence and composure, and how to navigate your obligations under Australian consumer law.



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