

## **Warners Group Publications Plc - Standard Contributor / Freelancer Terms & Conditions**

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These Terms set out the agreement with freelance contributors to all paper / digital publications and online brands owned by Warners Group Publications Plc (referred to in these Terms as 'the Publisher').

These terms contain important information and you should read them carefully. From now on, whenever we commission work from you, or accept unsolicited material from you for publication, these terms and conditions apply.

'Material' means any copyright work as set out in the copyright legislation and covers Material intended for publication as well as background Materials which have been used directly or indirectly for Material intended for publication. This includes text, images, photographs, graphics, video or audio in any format.

The Publisher welcomes unsolicited Material for consideration for publication. By submitting Material, the Editors and Publisher will assume that you have read, understood and agree to these terms. If you do not agree to them, please do not submit Material.

The Publisher may change these Terms at any time by posting the changes online and it is your responsibility to check them every time you submit Material for publication. If any freelancer or contributor is not happy with these Terms then they should not offer us any Material or accept a commission from us. Any Material supplied to us for publication is deemed to have been supplied in full knowledge and acceptance of the most recent updated Terms as displayed on the Publisher's Website.

We will only use your personal data in order to process your contribution and issue the appropriate payment as set out in our privacy policy which can be viewed here [warners.gr/privacyclient](https://warners.gr/privacyclient)

### **1. GENERAL**

You agree to produce and deliver the commissioned work in accordance with:

- (a) the deadline in the commissioning letter/email.
- (b) the editorial brief in the commissioning letter/email plus any brand style guidelines provided.
- (c) the terms set out in this agreement, except to the extent that these terms and conditions are varied in the commissioning letter/email. However, if these terms and conditions are varied by the

commissioning letter, then the variation will apply only in relation to that commission, and not in relation to any other or subsequent commission.

- (d) where Material is accepted for publication by the Publisher, the agreement that exists between the Publisher and the contributor relates to that Material only.

## **2. WHAT WE EXPECT FROM YOU**

You agree:

- (a) to provide your services to the best of your skill, and in consultation or collaboration with such persons as we may specify from time to time.
- (b) to promptly correct and return to us all proofs of the commissioned work if included by prior agreement with the editor/publisher. Any proofs issued are not to be used for publication unless with prior agreement from the Editor or Publisher.
- (c) to ensure that, to the best of your knowledge, the work does not contain any material inaccuracies or misrepresentations.
- (d) not to hold yourself out as our representative, nor incur any liabilities on our behalf.
- (e) not to disclose or make use of any information confidential to the Publisher that you may learn of as a result of your association with us.
- (f) where names have been changed to protect a person's privacy, ensure this is expressly stated.
- (g) you will not submit any Material that has been previously published elsewhere, unless by prior agreement with the editor/publisher, and will not submit Material that has also been submitted for potential publication elsewhere.
- (h) you will provide Material in a common computer readable form by electronic transfer.

## **3. WARRANTIES, INDEMNITIES & LIABILITIES**

You also warrant that:

- (a) the Material is your own original work and that neither it, nor any exploitation or use which the Publisher might make of it, will infringe any person's rights, including but not limited to intellectual property, privacy, performance, data protection or any other right;
- (b) is not defamatory of any person or entity; and
- (c) is not likely to render you or the Publisher in contempt of court or in breach of any criminal law, including (but not limited to) improper obtaining, processing or disclosure of data, surveillance, harassment, trespass, bribery or any other law or regulation whether during the course of your journalistic activities or otherwise.
- (d) that no-one else has any rights to any work supplied by you to us apart from yourself, unless by prior agreement with the Publisher
- (e) that we may edit, condense, adapt, crop, alter and add to any Material submitted as necessary for publication.

- (f) where the Material contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person you have obtained the authority of that living person to make use of their name, identity, representation and/or copy. Images (photographs or video) taken in public places, where individuals are not the main focus of the image, are considered to be exempt.
- (g) you hereby agree to indemnify the Publisher against all costs, claims, losses and liabilities incurred or suffered by the Publisher as a result of any breach of your warranties or obligations under these Terms.
- (h) to the extent permissible in law, the Publisher will not be liable for any loss including but not limited to the following (whether such losses are foreseen, known or otherwise) loss of data, loss of revenue or anticipated profit, loss of business, loss of opportunity, loss of goodwill or injury to reputation, losses suffered by third parties, any indirect, consequential or exemplary damages.

#### **4. IN RETURN WE WILL**

- (a) pay you punctually the agreed fee by BACS.
- (b) when commissioning work provide you with a full and up-to-date editorial requirements brief.
- (c) endeavour to acknowledge your work in accordance with our usual practices, subject to our discretion on a case by case basis.

#### **5. RIGHTS & OWNERSHIP**

It is very important for both parties that there is a clear understanding over who can exercise which rights in respect of the Material.

- (a) By submitting Material the contributor agrees that the Publisher can re-use the Material in any of its multi-media channels (print, digital or online). The Publisher will endeavour to always credit the contributor.
- (b) Where the Publisher uses the Material in another publication or on any other media platform connected with the Publisher's brands, there will be no further payment made.
- (c) The Publisher retains the right to utilise words, images and other media formats (sound, video) relating to any article you undertake on our behalf for use across any related brand media for marketing purposes of that specific issue or media platform. There will be no further payment made.
- (d) If you wish to publish the Material elsewhere after its publication in/on our brand(s) you must obtain our permission. Reproduction of an article featured in any of our publications in part or whole is forbidden without the prior consent of the Publisher. Usually, a brand credit and link back to the Publisher's website, where relevant, is requested.
- (e) Should your piece of work require copyright permission from a third party, it is your responsibility to secure the relevant permissions before committing to the work in hand and we will require a copy of the permissions given.
- (f) You agree that the Publisher can use an image of you in association with your Material for purposes of publicity, promotion and any other activity related to the exercise of its rights under these Terms.

- (g) In addition, the Publisher also has the following non-exclusive rights which apply to all your Material submitted to them, whether that includes text, photographs, graphics, video or audio in any format.
- (i) the right to store your Material in any database or archive in any present or future media or format. You are free to store and allow access to your Material on databases for personal purposes provided nothing competes or conflicts with the rights you have granted the Publisher; and
  - (ii) in respect of all of the above, the right to translate, amend, cut or alter your Material as the Publisher thinks appropriate.
- (h) In the case of original photography the photographer retains the copyright of the photograph but the Publisher retains the right to publish the photograph without additional payments as per clauses 5a, b & c above. The Publisher will endeavour to always credit the photographer. The photographer is permitted to sell his/her images on agency/image stock sites
- (i) In the case of images of original artwork the artist retains the copyright of the original piece of art but the Publisher retains the right to publish the images of that artwork without additional payments as per clauses 5a, b & c above. The artist will always be credited for the original artwork.
- (j) In the case of original creative designs such as craft designs and patterns the creator retains the copyright of the original concept and design but the Publisher retains the right to publish the images and how to instructions without additional payment as per clauses 5a, b & c above. The creator will always be credited for the original design.
- (k) The Publisher works regularly with other organisations to provide a contract publishing solution. In these cases, the Publisher is acting on behalf of the third party and the rights are passed to the third party organisation and owner of the media brand.
- (l) The Publisher occasionally works with other organisations who provide them with a contract publishing solution. In these cases, the third party is acting on behalf of the Publisher, all the rights are passed to Warners Group Publications the owner of the media brand.
- (m) Commercial re-use by a third party (advertiser) would be by negotiated agreement and would include payment of a re-use fee
- (n) In exceptional cases individual arrangements can be made direct with the Publisher/Editor, please contact us and we will consider these on a case by case basis.

## **6. EDITORIAL STANDARDS**

- (a) The reputation of the Publisher's brands, in the UK and around the world, is based on the editorial independence, integrity and high journalistic standards of the Publisher's publications. Anyone who contributes Material to any of our publications or digital brands must ensure that their conduct and the Material they submit are ethical, legal and proper. In particular they should comply in full with the Independent Press Standards Organisation, Editors' Code of Practice (<https://www.ipso.co.uk/editors-code-of-practice/>), keeping themselves updated on all developments of the Code and its application.

- (b) Should any complaint about your Material be made or intimated at any time before or after publication you should not respond in any way but promptly notify us. We must have sole and unfettered control over the handling of any complaint including the outcome or resolution. We will endeavour to discuss a complaint with you at relevant times. You agree to use your best endeavours to assist us in responding to a complaint, providing all possible cooperation promptly and fully whether or not specifically requested by us. This also applies to complaints you may receive about Material appearing in third party publications other than ours. This cooperation may, if we so request, include providing us with originals of your background Material and information, including access to your sources for our use for legal or compliance purposes. You will not dispose of any materials which could be relevant to a potential complaint without our prior approval before a six-year period has elapsed. You agree to notify us at once should you discover anything which could render your Material or a story wholly or partly based on your Material risky from a legal or regulatory point of view or potentially place you in breach of any of these Terms. You agree that you will not talk to any person about a complaint without our prior approval and will maintain confidence in the story before publication and, as far as is appropriate, after publication.
- (c) One matter that requires immediate action is that you must tell us about any potential conflict of interest, whether actual or potential, as well as anything which could possibly be perceived as such. If you have any query on these points, or uncertainty about any aspect of conduct or the Material you are submitting, you should raise it, preferably in writing by email, to your main editorial contact.

## **7. PAYMENT & CANCELLATION**

- (a) Warners Group Publications will only pay the agreed rate once Material has been published, such a fee will be a single all-inclusive fee for all the rights granted above (current rates are available by emailing the relevant Editor).
- (b) Contributors will generally be paid within 30 days of the Material being published.
- (c) The fee paid will be that agreed by the commissioning party/Editor, and payment of this fee constitutes payment in full for any work carried out. No additional allowance is made for costs and expenses you may incur unless agreed as an exceptional case at the time of commissioning.
- (d) The Publisher and/or Editor retain the right to postpone or cancel publication of any Material. No compensation will be offered under these circumstances.

## **8. GOVERNING LAW AND JURISDICTION**

- (a) Warners Group Publications Plc are entitled to transfer the benefit of this agreement.
- (b) This agreement is governed by English Law and is subject to the exclusive jurisdiction of the English courts. It contains the entire agreement between us with respect to all commissioned work and may only be varied in writing by written agreement between the parties or, in relation to a one-off variation, by the commissioning letter.

**Change Log**

5 Jan 2021 – Additions to clauses 3f and 5h