

## FREELANCER TERMS AND CONDITIONS

### 1. KEY TERMS

#### 1.1 In these Terms:

“**Confidential Information**” means any information of a confidential nature disclosed by one party to the other in connection with the disclosing party’s business (including the Licence Fee);

“**Exclusivity Period**” means the later of: (i) 30 days after the Work is first published by us; or (ii) 60 days have elapsed from receipt of the Work by us;

“**Licence Fee**” means the licence fee agreed between us that will apply for the provision of the Work;

“**Licensed Rights**” means as defined in clause 2.1;

“**Our Group**” means us, each of our subsidiaries, our holding company and any subsidiaries of such holding company as defined in section 1159 of the Companies Act 2006;

“**Terms**” means these Freelancer Terms and Conditions;

“**us**” means JPIMedia Publishing Limited, a company registered in England and Wales, with registered number 11499982, having its registered address at Third Floor, 1 King William Street, London EC4N 7AF and “**we**” and “**our**” has a corresponding meaning;

“**Work**” means all work created by you as part of the provision of your freelance services to us; and

“**you**” means the company, other organisation or individual who is providing the Work; and “**your**” shall have a corresponding meaning.

### 2. LICENCE

2.1 In consideration of the Licence Fee, you grant to us and Our Group a worldwide, irrevocable, perpetual licence to use, copy, change, publish, store, distribute, exhibit, exploit, including the use of adaptations, extracts and summaries, whether alone or incorporated in or in conjunction with other works for the full period of copyright in the Work and thereafter in any medium (whether now known or not) and the right to enforce our rights in relation to the foregoing (the “**Licensed Rights**”).

2.2 The Licensed Rights shall be exclusive to us for the Exclusivity Period.

2.3 You hereby waive (or shall procure the waiver of if you are not entering these Terms as an individual) in favour of us all moral or similar rights in the Work to which you (or the relevant individual) may be entitled to the extent necessary for us to use and exploit the Licensed Rights.

2.4 We shall be entitled to sub-license any of the Licensed Rights to any third party that assists us with the use and/or exploitation of the Licensed Rights solely to the extent required for us to use and/or exploit the Licensed Rights (for example any printing companies that may print our publications).

2.5 The Licensed Rights shall automatically be extended to cover any additional media that may become owned and/or controlled by us or Our Group.

### 3. LICENCE FEE AND PAYMENT

3.1 The Licence Fee is inclusive of all NLA and similar fees to which you might be entitled.

3.2 Unless a HMRC Self Billing Agreement is in existence between us and you, you shall, on or before the last working day of each month, submit monthly invoices to us. Invoices should be sent by email to [invoices@jpimedia.co.uk](mailto:invoices@jpimedia.co.uk).

3.3 Each undisputed invoice which is properly due and submitted to us shall be paid no later than 15 days from the end of the month in which the invoice is received to a bank account nominated in writing by you.

3.4 The HM Revenue and Customs UTR (Unique Tax Ref No) must be stated on the invoice. For the avoidance of doubt, any failure by us to pay the fee in a timely manner shall not be deemed to be a breach of these Terms if the failure is due to any act or default by you. We shall be entitled to withhold or reduce payment of the Licence Fee in the event that you breach any of these Terms.

### 4. YOUR UNDERTAKINGS

4.1 You hereby warrant and undertake that:

4.1.1 you shall provide the Work to us in such format as we may reasonably request by the date notified by us to you;

4.1.2 we have the right to reject Work which is not provided in accordance with these Terms and to our reasonable satisfaction;

4.1.3 any issues in respect of the Work must be resolved in your own time and will not attract any additional payment;

4.1.4 the Work shall be suitable as to content for publication to the public by first class publishers and shall comply with any guidelines that may be issued to you by us from time to time;

4.1.5 the Work shall not contain defamatory, libellous or obscene matter of any kind, and shall comply with all applicable law and any relevant guidelines or Codes of Conduct (including the IPSO’s Editor’s Code of Practice);

4.1.6 you are the exclusive owner of the Licensed Rights or have the required licences to provide the Licensed Rights to us in accordance with these Terms;

4.1.7 the Work does not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy;

4.1.8 you are not aware, having made full and reasonable enquiry, of any claim by any third party that the Work or any pre-existing material incorporating the Work or included within the Work, or the exploitation of the Work by either of us, has infringed or will infringe any rights of any third party and you agree that you shall immediately inform us if you become aware of any such claim; and

- 4.1.9 in providing the Work you shall comply with all applicable law (including data protection law and the Bribery Act 2010).
- 4.2 You hereby indemnify us and shall at all times keep us indemnified against all actions, proceedings, costs (including legal costs), claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in these Terms.
- 5. CREDIT**
- 5.1 We may (but shall not be required to) accord you credit on any use or reproduction of the Work, such credit to be placed as close as possible to the Work.
- 5.2 Any inadvertent failure by us to accord such credit and any failure by any third party to accord such credit shall not constitute a breach of these Terms by us.
- 6. TERM AND TERMINATION**
- 6.1 These Terms shall apply to any Work that you provide to us. For the avoidance of doubt we provide no guarantees that we will request any freelance work from you and the request for such work is entirely at our discretion.
- 6.2 We shall be entitled to suspend any request for Work, or terminate any such request without liability or cost where we reasonably believe that you are or will be in breach of these Terms.
- 7. CONFIDENTIALITY**
- 7.1 Both parties agree to keep confidential and not to use (other than for the purposes for which it was disclosed) any Confidential Information of the other.
- 7.2 Clause 7.1 does not apply to the extent that:
- 7.2.1 the receiving party can demonstrate that the Confidential Information was lawfully in its possession prior to its disclosure by the disclosing party;
- 7.2.2 the Confidential Information enters the public domain through no fault of the receiving party, its employees, agents or representatives; or
- 7.2.3 the Confidential Information is ordered to be disclosed by a competent court or authority.
- 7.3 The parties agree only to disclose Confidential Information of the other to such of their employees, agents and representatives as reasonably required and only on condition that each of said employees, agents and representatives are effectively bound by identical duties of confidentiality and non-use as those undertaken by the parties in Clause 7.1 above.
- 8. GENERAL**
- 8.1 **Substitution:** You have the right to provide a substitute to carry out the Work, so long as the substitute has at least the same level of skills, qualifications, and experience as you.
- 8.2 **IR35 Obligations:** Prior to providing freelance services to us, in the event you operate under a registered company, you are required to complete the HMRC 'check employment status for tax' (CEST) tool and supply a copy of the outcome to us. You are thereafter required to complete the CEST tool and provide a copy of the outcome to us at least once every 12 months (or more frequently if there is a significant change to your engagement with us). In the event your engagement is deemed to fall within the scope of IR35 we reserve the right to end the engagement. You are obliged to keep us informed of any change in your status.
- 8.3 **Assignment:** We shall be entitled to assign, license or deal in any other manner with any or all of our rights and obligations under these Terms to any Group Company or in connection with any merger, acquisition or sale of all or some of our assets. You shall not be entitled to assign, license or deal in any other manner with any or all of your rights and obligations under these Terms.
- 8.4 **Data Protection:** We shall be entitled to process your personal data in accordance with our privacy policy (<https://www.jpimedia.co.uk/privacy-policy/>). We may: (i) disclose your personal details to any third parties that make a claim against us in relation to our use of the Work; and (ii) ask you to provide us with suitable documentary evidence that will reasonably satisfy us of your entitlement to grant the Licensed Rights, and you agree to provide such evidence upon request.
- 8.5 **Waiver:** Failure of either party to assert its rights in relation to any breach of these Terms shall not constitute a waiver of such rights, nor will any such waiver be implied.
- 8.6 **Notice:** Any notice or other communication given to a party under or in connection with these Terms shall be in writing, addressed to that party at their registered office (and for us addressed to our Company Secretary) or to the email addresses that the parties have been corresponding via and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered office address; if sent by pre-paid first class post or other next working day delivery or courier service, at 9.00 am on the second business day after posting; or if sent by email, when sent (unless an "undelivered" report is returned to the sender within twelve (12) hours of sending). The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 8.7 **Entire Agreement:** These Terms constitute the entire agreement between you and us with respect to the subject matter hereof and supersedes all prior discussions, agreement or understanding between you and us. **Any of your standard terms and conditions that may be referred to in your invoices, email footers, order acceptances, or otherwise are hereby expressly rejected.** Each party agrees that in entering into these Terms it has not relied on, and

shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms. Nothing in these Terms shall, however, operate to limit or exclude any liability for fraud.

- 8.8 **Further Assurance:** At your own expense, you shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required by us for the purpose of giving full effect to these Terms.
- 8.9 **Variation:** These Terms may not be amended unless agreed in writing by us.
- 8.10 **Third Party Rights:** A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms provided that: (i) we contract in our own name, on our own behalf and for the benefit of all other members of Our Group; and (ii) each member of Our Group shall be entitled to enforce the terms of these Terms in its own right.
- 8.11 **Employee Relationship:** Nothing contained in the arrangements between us and you shall be construed, implied or have the effect of constituting any kind of employer/employee relationship between us and you. For the avoidance of doubt you have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from us and it is agreed that you shall be responsible for your own income tax liabilities and National Insurance or similar contributions in respect of your fees as a self-employed person. We are required to submit an annual declaration to HMRC in respect of any such income paid to you by us.
- 8.12 **Limit of Liability:** (i) We shall not be liable to you for any indirect or consequential loss, loss of profit, loss of income, or loss of reputation. (ii) In all cases our liability to you shall not exceed the Licence Fee for the relevant piece of Work giving rise to the claim. (iii) This limit shall survive any expiry or termination of these Terms and shall apply to the fullest extent permitted by applicable law.
- 8.13 **Governing Law and Jurisdiction:** These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English Law. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).