

## CONTRIBUTOR TERMS & CONDITIONS

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By submitting Editorial Content for publication (“**the Contributions**”) then save where otherwise expressly agreed in writing you (“**the Contributor**”) agree to be bound by the Contributor Terms and Conditions set out below. If you do not agree to be bound by these Terms and Conditions then you should not submit Contributions to any of the publications listed above.

In consideration of the rights in the Contribution granted by you in accordance with these terms and conditions you will be paid “**the Contribution Fee**” subject to the provisions of Clause 5 below. The Contribution Fee will be the fee agreed between you and the commissioning editor or the senior editor who agrees to accept your Contribution for publication.

**Editorial Content** means copy, photographs, video, graphic design, or any other copyright work.

Your Contribution(s) to any Group publication are provided by you as an independent contractor and nothing about the provision of same constitutes a relationship of employer and employee. You are responsible for all your own overheads, maintenance, insurance, tax liabilities, and other taxes or charges imposed by relevant authorities.

1. Contributors must comply with our [Editorial Code of Practice](#) and our [Style Guide](#).

2. You warrant and undertake that any Contribution provided by you is your own original work and does not infringe the copyright of any other person.
3. You warrant and undertake that your Contribution does not to the best of your knowledge contain any statements that are defamatory of any third party nor is it obscene, in breach of privacy, in contempt of court or in breach of any other statutory obligation.
4. You warrant and undertake that all relevant consents and permissions have been obtained from third parties where appropriate.

### **5. Invoicing and Payment**

The Contribution Fee will be paid upon receipt of a valid invoice via the Company's online Contributor Payment portal or as otherwise agreed with a Contributor.

Where applicable the invoice must include the Contributor's VAT number.

Invoices must be submitted no later than 60 days after the date on which the Contribution has been accepted by the commissioning editor ("the Invoice Deadline"). In the event that an invoice is not submitted on or before the Invoice Deadline the Company reserves the right not to make payment.

You acknowledge and accept the Company's right to decline to make payment for failure to submit an invoice on or before the Invoice Deadline and that in such event the Licensed Rights in the relevant Contribution shall remain unaffected.

### **6. Status**

You acknowledge and confirm both for yourself and any third party engaged by you to assist in the provision of services, that you and any third party will not become an employee or agent of the Group companies and will not be entitled to any fee, salary, pension, bonus or other benefits from the Group companies. You agree that you will be responsible for, if applicable, the payment of VAT, the deduction of income tax liabilities and PRSI, and you hereby agree to indemnify and hold harmless the Group companies against any claims or demands that may be made by the relevant authorities in respect of income tax, employee's social insurance, penalties or interests relating to the Contribution Fee or any other payments made to you in respect of this Agreement.

It is your responsibility to ensure that you are properly registered with the appropriate tax authorities and that you make all the necessary payments in respect of any tax arising from the provision of the services as outlined in this Agreement.

## 7. Copyright

7.1 Save where otherwise agreed, you retain copyright ownership in your Contribution but agree and undertake that upon submission of your Contribution for publication you grant the Group companies and each of them a perpetual irrevocable worldwide sub-licensable licence to:

- publish distribute and syndicate to third parties as part of a Group publication your Contribution in any present and future publishing formats including print, digital, online, mobile, and tablet;
- store and license third parties to store your Contribution as part of a Group publication on internal databases or in print or digital archives;
- make such alterations, including translation, to your Contribution as they see fit for legal, editorial or any other reason; and
- do and license third parties to do all things necessary to exploit copyright in Group publications that include your Contribution;

7.2 These licensed rights (“**the Licensed Rights**”) shall be exclusive to the Group companies for a period from the date on which you are commissioned or agree to submit the Contribution to the date 12 months after the first publication by a Group company (“**the Exclusivity Period**”). Thereafter the Licensed Rights shall continue in perpetuity on a non-exclusive basis.

7.3 The Licensed Rights in copy filed and accepted for publication on a ‘spec’ basis will be granted by you on a non-exclusive basis only. The Contribution Fee for such copy will be as agreed with the relevant editor.

7.4 You agree and undertake that the Contribution Fee is full payment for the rights granted hereunder and that no further claim for compensation shall be made by you under Article 16 of Directive (EU) 2019/790 or otherwise.

## 8. Photographs

In addition to the terms already set out above the following terms apply to photograph Contributions:

- submitted by freelancers on a speculative basis (“Spec Content”); and
- submitted by freelancers having been engaged to provide Content on a shift rate or commissioned for a particular feature (together “Commissioned

Content”); and

- those photographers who provide photograph Contributions to a Group publication on a retainer basis (“Retainer Content”).

## A. Spec Content

In return for payment of the Contribution Fee agreed between you and the Head or Deputy Head of Visuals you grant the Licensed Rights to the Group Publications. Save where otherwise agreed the Licensed Rights in Spec Content are granted by you on a non-exclusive basis.

## B. Commissioned Content

Save where otherwise agreed with the Head of Visuals (or their deputy) if a Group company engages you to produce Commissioned Content then the Group company shall be the owner of any copyright in the product of your work. In agreeing to these terms you assign to the Group company your entire right, title and interest in the nature of copyright (including any moral rights that may exist) in the Commissioned Content and undertake to execute all such documents as the Group company may require.

It will be made clear to you at the outset of a job that you are being engaged on a shift rate basis and by accepting a shift rate job you are agreeing to be bound by these terms and conditions.

The Contribution Fee for your Commissioned Content will be the rate agreed with you at the outset of a job.

## C. Retainer Content

Save where otherwise agreed, if you are engaged to provide photograph Contributions by a Group company on a retainer basis then in consideration of the retainer payment you grant to the relevant Group company and to each of the Group companies the Licensed Rights in your Contributions.

If you are commissioned by another Group company or publication to carry out a job outside of your retainer then save where otherwise agreed this will be classified as Commissioned Content in accordance with the relevant provisions set out above.

**Effective 1 June 2023**