

## CONTRIBUTOR TERMS & CONDITIONS

**Mediahuis Ireland Limited (“MIL”)** is the publisher of all Mediahuis Ireland print and online titles (national and regional) in the Republic of Ireland.

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These companies are subsidiaries of **Mediahuis Ireland Group Limited (“MIGL”)** which is itself a subsidiary of **Mediahuis NV (MNV)** all of which are referred to collectively as **“Group companies”**, or where appropriate **“Group company”**, and all of the print and digital publications are referred to collectively as **“Group publications”** or where appropriate **“Group publication”**.

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 for publication.

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 6 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 in reliance on your own skill, experience and expertise and nothing about the provision of your contributions 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](#) which can be found on homepage of the online contributor payment system.
2. Contributors must comply with the Mediahuis Ireland Dignity at Work Policy in all dealings with Mediahuis staff, contractors and other service providers.

Contributors are also entitled to raise a complaint under the Policy which can be found on the homepage of the online contributor payment system.

3. 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.
4. You warrant and undertake that any Contribution provided by you has been created in compliance with Mediahuis AI Guidelines which can be found on the homepage of the online contributor payment system;
5. 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.
6. You warrant and undertake that all relevant consents and permissions have been obtained from third parties where appropriate.

### **7. 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.

### **8. Status**

You acknowledge and confirm both for yourself and any third party engaged by you to assist in the provision of services to Mediahuis, 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.

## 9. Copyright

8.1 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 your Contribution as part of a Group publication in any present and future publishing formats including print, digital, online, mobile, tablet, text, audio, video or any other future formats;
- 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, materials, files, databases and archives that include your Contribution.

8.2 The rights granted in Clause 8.1 (“**the Licensed Rights**”) shall be exclusive to the Company and any of the Group companies for a period of 12 months after the first publication by a Group company of each Contribution (“the Exclusivity Period”). Thereafter the Licensed Rights shall continue in perpetuity on a non-exclusive basis. You agree and acknowledge that during the Exclusivity Period, the Licensed Rights shall be an exclusive licence as defined in section 122 of the Copyright and Related Rights Act, 2000 (or section 98 of the Copyright, Patents and Designs Act 1988).

8.3 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.

8.4 During the Exclusivity Period, you shall not grant any rights, licences, or permissions to any third party in relation to your Contribution, nor shall you exercise any rights in the Editorial Content without the prior written consent of the Company.

8.5 You expressly authorise and grant the Company and any Mediahuis group company the right, but not the obligation, to take any and all legal proceedings necessary to enforce the copyright in your Contribution where any cause of action in relation to the copyright in your Contribution arose during the Exclusivity Period. This includes, but is not limited to, the right to initiate, defend, settle, and otherwise manage any and all claims, suits, or actions related to the copyright in your Contribution. You agree to fully cooperate with the Company and any Mediahuis group company in any legal proceedings undertaken by the Company in relation to your Contribution.

8.6 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, Part 6 of SI 567/2021 or otherwise.

### **10. 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
- delivered 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 or other commissioning editor 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) or other commissioning editor 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 in the Commissioned Content and you waive any moral rights that may exist 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.

**1 November 2024**