

## Stage Media Company Limited - Freelance Contributions Terms and Conditions

These terms and conditions ("**Terms**") set out the terms and conditions between you and The Stage Media Company Limited (company number 02316307) of Stage House, 47 Bermondsey Street, London, SE1 3XT ("**we**", "**us**", "**our**") which will govern the use by us of the content of a Contribution (as defined below) that you may choose to submit to us.

Please read these Terms carefully before you submit a Contribution (as defined below) to us. These Terms tell you who we are, how we may use any Contribution and certain responsibilities on you in respect of all Contributions.

By submitting a Contribution to us you accept and agree to abide by these Terms. **If you do not accept these Terms, please do not submit any Contributions to us.**

### Definitions

When the following words with capital letters are used in these Terms, this is what they will mean:

" <b>Commissioned Contribution</b> "	means a Contribution that we requested you submit to us.
" <b>Contribution</b> "	means any material that you submit to us, such as (but not limited to) written articles, sound recordings and/or photographs (including those taken by the press and media), video, etc.
" <b>Edition</b> "	means any printed, electronic, audio, visual, digital and/or any other form and/or method of publication, broadcast, communication and/or transmission to the public (i.e. external to us and our sub-licensees and assignees).
" <b>Editor</b> "	means our editor of print or our editor of online.
" <b>Reproduce</b> " or " <b>Reproducing</b> "	means (as the context requires): (a) modify, edit, update, reproduce, publish, re-publish, distribute, re-distribute, use, re-use, develop, re-develop, copy, store and/or archive; (b) make derivative works (i.e. other content based on a Contribution, such as (but not limited to) a translation, sound recording, video recording, digital copy or abridged version) in respect of all or any part of a Contribution and use such derivative works in the same manner described in (a) above.
" <b>Reproduction</b> "	means any work we have created by Reproducing your Contribution.

### Grant of licence for Contributions

You grant to us a fully paid up, non-terminable, irrevocable worldwide, assignable and sub-licensable licence to Reproduce all or any part of your Contribution in any Edition (the "**Licence**").

Any fees and expenses (if any) to be paid in respect of your Contribution (and all submission deadlines applicable) should be agreed with the Editor separately prior to submission of your Contribution. **Unless such fees and/or expenses are agreed with the Editor separately prior to submission of your Contribution, you acknowledge, represent, warrant and agree that no fees, expenses, royalties, commissions and/or any other form of compensation and/or payment whatsoever is payable in respect of the use of your Contribution in accordance with these Terms.**

For each Commissioned Contribution, the Licence shall be on an exclusive basis for 12 months from the date of first publication by us/by persons with our authority of the Commissioned Contribution or a Reproduction based on the Commissioned Contribution in any Edition (the "**Exclusivity Period**") and thereafter on a non-exclusive basis for the remaining period of the copyright and any other rights in your Commissioned Contribution.

For all other Contributions (i.e. non-Commissioned Contributions, namely, those that you submit to us of your own free will and volition, and not because we requested you submit them to us) the Licence shall be on a non-exclusive basis for the full period of the copyright and any other rights in your

Contribution.

You acknowledge and agree that we have the right:

- to be the first publisher of each Commissioned Contribution and of any Reproduction of any Commissioned Contribution in any Edition and in any language;
- to syndicate your Contribution and/or any Reproduction to other persons (for example, if a newspaper asks us if it can publish all or part of your Contribution in its Editions);
- to authorise the Newspaper Licensing Agency and any similar or other reprographic rights organisations in any territory of the world ("**RROs**") to distribute and/or licence the distribution of your Contribution and/or any Reproduction throughout the world in any language for RROs' licensed acts and purposes as amended from time to time, and to keep your Contribution and/or any Reproduction available throughout the duration of the Licence;
- to publish a photograph of you (which you shall provide to us upon request for our final approval) in connection with your Contribution and/or any Reproduction and/or in relation to the promotion/publicity of the same in any Edition.

### **Contributions we do not accept or use**

Nothing in these Terms shall compel us to accept, publish or Reproduce all or any part of any Contribution that you submit to us.

In respect of all Contributions, if we or our assignees or sub-licensees do not publish or Reproduce your Contribution in whole or in part in an Edition in the period of 6 months from the date you submitted it to us, the Licence will automatically expire and it will be deemed that we have decided not to use your Contribution.

If it is deemed that we have decided not to use a Contribution you have provided to us, or we tell you expressly in writing that we have decided not use a Contribution you have provided to us, we will only be obliged to pay you 50% of the fee (if any), plus any expenses that you agreed with the Editor prior to submission.

### **Content standards**

The following content standards apply to each Contribution (and any part thereof) you submit to us.

Payment of any agreed fee and/or expenses (if any) for your Contribution is dependent on our sole and absolute assessment of the quality of your Contribution. We appreciate that there is a subjective element to this test, but we will not exercise this right unreasonably or capriciously.

You warrant, represent and undertake that your Contributions shall:

- be accurate (where they state facts);
- be your own original work (and not copied wholly or substantially from any other source);
- be genuinely held (where they state opinions);
- comply with any standards we set in respect of a Contribution (e.g. word counts)
- comply with applicable law in the UK;
- not contain any material that is or may be defamatory of any person, obscene, offensive, hateful or inflammatory;
- not contain any material that is or may be likely to bring us or our brands, trademarks and/or reputation into disrepute;
- not promote sexually explicit material, nor promote violence and/or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- not infringe any copyright, database right or trade mark of any other person;

- not be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- not be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or harm;
- not advocate, promote or assist any unlawful act or illegal activity.

In providing your Contribution to us, you must (i) abide by the Independent Press Standards Organisation ("IPSO") Editor's Code of Practice (a copy of which is available at <https://www.ipso.co.uk/IPSO/cop.html>); (ii) co-operate with us/the IPSO fully in the event of a complaint about your Contribution to the IPSO or to us; and (iii) inform us immediately of any actual or potential conflict of interest arising from any Contribution, engagement or service you provide to us.

### **Intellectual Property Rights in Contributions**

Other than as set out in these Terms, you retain all rights in respect of the copyright in your Contribution.

You hereby waive absolutely all your moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to your Contribution and, so far as is legally possible, any similar or broadly equivalent rights you may have in any other territory of the world. This means, for example, that you waive your right to be identified as the author of your Contribution and your right to object to your Contribution being subjected to derogatory treatment.

Nothing in these Terms shall, during the Exclusivity Period, exclude or limit our statutory right (in accordance with section 101 of the Copyright, Designs and Patents Act 1988) to bring copyright infringement proceedings against infringers in respect of your Contribution. Further, you expressly grant us a right of action (under section 101A of the same Act) to bring copyright infringement proceedings against infringers in respect of your Contribution during any period where the Licence subsists on a non-exclusive basis.

### **Suspension and termination**

Failure to comply with these Terms may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right/opportunity to submit Contributions to us.
- withholding payment of all or part of any fee or payment in respect of Contributions you have submitted to us, which breach the content standards outlined above.
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach of these Terms.

### **Further Assurance**

You shall, and shall procure that any necessary third party shall, at your expense promptly execute and deliver all such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the rights granted to us in these Terms.

### **Varying these Terms**

Any variation to these Terms must be agreed in writing by an Editor, prior to submission of your Contribution.

### **Miscellaneous**

In these Terms, words in the singular shall include the plural and vice versa.

No one other than a party to these Terms, their successors or assigns shall have any right to enforce any of these Terms.

### **Governing law and jurisdiction**

These Terms and any disputes or claims arising out of or in connection with these Terms or their subject matter or formation are governed by and construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.