

## TERMS & CONDITIONS

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4. You warrant and undertake that all relevant consents and permissions have been obtained from third parties where appropriate.

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5. 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:

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5.1 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.

5.2 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.

5.3 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.

## 6. Terms for 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.