

Sussex Living Ltd
Structure

Brief Overview	<p>A4 publication within the Mid Sussex area. Sussex Living is owned and run by <i>*Media Sound Holdings Ltd, who took the magazine over on 14th December 2015.</i></p> <p>Our Editorial features, focus mainly on Mid Sussex, Topics we cover:- History, Community, Food & Drink, Health & Beauty, Home & Garden, Charities, Business and more. We try to ensure that our editorial is bespoke. We are a free pickup magazine, therefore relying on advertisers for revenue, the magazine is 40% Editorial & 60% Advertising or as near to this ratio as we can. We distribute 17,000, A4 copies within our area.</p>
Title	Sussex Living
Responsible Personal	Tanis Banham – Managing Editor <i>*Allan Moulds – Managing Director</i> Sara Whatley – Assistant Editor
Editorial Standards	<p>We pride ourselves in researching our area for interesting stories, that will engage our readers and advertisers.</p> <p>We have not sort guidance from IPSO.</p> <p><i>* Writers are given clear instructions on any features we wish to include within the magazine, all editorial features are signed off by those involved with the feature. If we were in any doubt we would refer to the Editors code of practice.</i></p>
Complaints Handling procedure	<p>We accept complaints in any form, telephone, Email or letter. Complaints are dealt with by Responsible Personal (as listed above), usually Tanis.</p> <p>Complaints are filed along with the outcome and dealt with as quickly as possible. In the event that a complaint is bona fide, we will always offer to rectify this in our next issue, in the first instance asking if an apology within the Editors Comment would be acceptable, should the complainant feel that this is not acceptable we would ask that they visit us so we can come to a satisfactory solution. We ask that should someone have a complaint they approach us in the first instance and if they are not happy with the outcome to contact IPSO these details are printed in the magazine every month.</p>
Training process	Being such a small team we do not have a Complaints Training manual.
Compliance Record	Attached
Appendix – Writers	Freelance writers contract – already submitted. All our writers are given instructions prior to either setting up an interview or researching any topic.

**Added December 2015 & January 2016*

Date	Nature of complaint	Who dealt with complaint	Outcome
01/01/2015 to 31/12/2015	Copyright query, on a feature we printed in our Feb 2015 issue on [REDACTED]. Printing of images of [REDACTED] without permission or accrediting copyright.	Sara Whatley & Tanis Banham	Apology in Editors Comment and the Last Word and also a full page in the May 2015 issue - all approved and signed off by [REDACTED] & [REDACTED].
	Wrongly accredited photographs from our 'Through the Garden Gate' in our June 2015 issue.	Sara Whatley	Apology in Editors comment July 2015 issue. [REDACTED] approved apology and we also ran a photograph article [REDACTED] in our Nov 2015 in which [REDACTED] was interviewed.

FREELANCE WRITER CONTRACT
STANDARD TERMS AND CONDITIONS

1. Introduction

- 1.1 This document sets out the standard terms and conditions applicable to freelance writers engaged by Sussex Living Ltd (the Company). It should be read in conjunction with the Term Sheet setting out the specific terms applicable to your engagement.
- 1.2 These standard Terms and Conditions together with the details contained in the Term Sheet constitute the entire contract between you and the Company (the Contract). They supersede and replace any previous discussions, arrangements or contracts (whether written or oral) between you and the Company.
- 1.3 Capitalised terms in these Terms and Conditions have the meaning given to them either in the Term Sheet or in these Terms and Conditions (as applicable).
- 1.4 Your engagement under the Contract is subject to and conditional upon receipt by the Company of: (a) the signed Term Sheet; and (b) if requested, evidence showing that you are legally entitled to work in the United Kingdom; and (c) if requested, references which are considered satisfactory by the Company in its absolute discretion. Notwithstanding the foregoing, if you have not signed the Term Sheet but you accept the agreed payment in respect of an engagement the Contract will be deemed to apply in respect of that engagement.

2. Term

The Contract shall commence on the date on which you first perform services for the Company following signature and shall continue until terminated in accordance with paragraph 10 below (the Engagement Period).

3. Services

- 3.1 You agree to deliver the commissioned piece(s) specified in the Term Sheet. The Company may request that you provide other freelance services from time to time during the Engagement Period. This Contract shall apply to the Term Sheet commission and to all other freelance

services that you agree to provide during the Engagement Period (together the Services) unless you and the Company agree otherwise in writing.

- 3.2 You agree that you will throughout the Engagement Period:

- 3.2.1 provide the Services with all due care, skill and ability and in accordance with the deadlines notified to you by the Company;
- 3.2.2 attend such meetings and provide such assistance or information as the Company may reasonably require in connection with the provision of the Services;
- 3.2.3 comply with all the Company's procedures and policies in force from time to time where the Services are performed including but not limited to any policies and procedures relating to health & safety and IT security;
- 3.2.4 ensure that all products of your Services (the Products) are original to you and do not infringe the copyright or any other right of any third party except to the extent notified to the Company in writing at the time of delivery (so that the Company is afforded adequate opportunity to review any such Products in good time prior to the proposed date of publication).

- 3.3 You agree that you will not:

- 3.3.1 incur any expenditure in the name of the Company unless you have been given prior written authorisation to do so;
- 3.3.2 hold yourself out as having authority to bind the Company; or
- 3.3.3 during or after the Engagement Period, directly or indirectly make any statement (either verbally or in writing) which is critical or derogatory of the Company or any of its officers, employees, agents or clients.

4. Fees and Expenses

- 4.1 In consideration of and subject to the due provision of the services set out in the Term Sheet and the acceptance of the

commissioned material by the Company, the Company will pay you the fees set out in the Term Sheet. Fees shall be payable "monthly within 30 days of receipt of your invoice which you should render by 30th of each month". Fees for any additional services may be agreed on a case by case basis, and if agreed will be payable as above, save that if no fees are separately agreed for any specific service the fees payable for that service shall be equal to or calculated pro rata in accordance with the fees payable in the Term Sheet.

4.2 The Company has no obligation to publish or pay for material that:

4.2.1 is not, in the reasonable opinion of the Company, of a publishable standard; or

4.2.2 is delivered late; or

4.2.3 is not in accordance with the terms of the Term Sheet or this Contract.

4.3 If commissioned material complies in all respects with the relevant Term Sheet and the Company's requirements but is not published for any reason, the fees payable for that material will be reduced by not published not paid%.

4.4 Subject to the production of receipts or other appropriate evidence of payment, the Company shall reimburse reasonable expenses properly and necessarily incurred by you in the course of the provision of the Services, provided that all such expenses are approved in advance by the Company.

4.5 All fees are exclusive of VAT which will be payable (if applicable) on presentation of the relevant VAT invoices.

4.6 The Company is entitled to deduct from fees payable to you any sums due from you to the Company including, without limitation, any overpayments made to you by the Company and the cost of repairing any damage or loss to the Company's property caused by you.

5. Grant of Rights

5.1 As legal and beneficial owner and with full title guarantee you hereby irrevocably assign and grant to the Company its successors and assignees (to the extent of your interest therein) the worldwide copyright in and to the Products (including to the extent applicable a

present assignment of future copyright) and all other rights of whatever nature in all media whether now or hereafter known throughout the world in and to the Products to which you are now or may at any time after the date hereof be entitled pursuant to any of the laws in force in any part of the world absolutely free of all encumbrances, charges and liens for the whole period of such rights for the time being capable of being assigned together with all renewals, reversions and extensions.

5.2 You agree at the expense of the Company to execute all further documents and do all acts and things that may be necessary or desirable from time to time to vest in the Company the rights in the Products expressed to be granted in this Contract.

5.3 You irrevocably and unconditionally grant to the Company, its successors, assignees and licensees all consents required under the Copyright, Designs and Patents Act 1988 and all other laws now or in the future in force in any part of the world which may be required for the full and unrestricted use and exploitation of the Products (subject only to any express restrictions contained in this Contract).

5.4 You agree that the fees paid to you include full and adequate equitable remuneration in respect of any exploitation of the Products now or in the future for which such remuneration may be due.

5.5 You agree that the Company shall have the right to edit, adapt, amend, delete and to make any other changes it deems necessary to the Products and you waive any moral rights in the Products to which you are now or may at any time in the future be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions in any jurisdiction and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Products infringes your moral rights. "We shall consult with you (time permitting) regarding any edits to a piece."

5.6 You agree to indemnify the Company and keep it indemnified at all times from and against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other

claim relating to the Products supplied by you to the Company during the course of providing the Services.

6. Status

- 6.1 The relationship between you and the Company is that of independent contractor and nothing in this Contract shall render you an employee, agent or partner of the Company and you shall not hold yourself out as such.
- 6.2 For the purposes of this paragraph 6 Tax shall mean income tax, national insurance contributions, social security contributions and all levies, duties, charges or withholdings in the nature of taxation, together with all penalties, charges and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them.
- 6.3 You shall be fully responsible for and agree to indemnify the Company against all costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any liability for any Tax arising from the performance of the Services (save to the extent that such recovery is prohibited by law).
- 6.4 If you are reclassified or treated by HMRC as an employee rather than an independent contractor at any time following the date of this Contract, you shall notify the Company of this fact as soon as is reasonably practicable and at the Company's written request you must:
- 6.4.1 pay to the Company any Tax refund or other amount you are entitled to receive from HMRC as a result of such reclassification or treatment for the Engagement Period; and
- 6.4.2 provide a written undertaking to HMRC following such reclassification or treatment that the Tax you have already paid to HMRC in respect of the Engagement Period can be offset against or otherwise taken into account in calculating the Company's Tax liability, and that you will not subsequently seek a refund of such Tax from HMRC.
- 6.5 You acknowledge and agree that, in view of the fact that the Company's status by virtue of this Contract is that of a client or customer of your profession or business, you are not a "worker" for the

purposes of the Working Time Regulations 1998 (the WTR). Accordingly, it is agreed that you do not have an entitlement to any minimum period of paid annual leave by virtue of the WTR.

- 6.6 You agree to notify the Company as soon as reasonably practicable if you are unable to provide the Services due to illness or injury and to provide the Company with such evidence of the same as may be reasonably required.

7. Confidential Information

- 7.1 For the purposes of this paragraph 7 Confidential Information means all information and material (whether marked "confidential" or not) disclosed to you directly or indirectly (whether before or after the date of this Contract) by any and all means, methods and formats by or on behalf of the Company including any information or material relating to the Company's present or potential systems, operations, business plans, business proposals, intentions, market opportunities, know-how, research, trade secrets, intellectual property rights, personnel, costs, prices, finances and business affairs.
- 7.2 You agree to keep the Confidential Information at all time confidential and not to disclose or to permit its disclosure to any person either during or at any time after the Engagement Period.
- 7.3 The provisions of paragraph 7.2 do not apply to any use or disclosure authorised by the Company, or as required by law, or to any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

8. Other Activities

- 8.1 Nothing in this Contract will prevent you from being engaged, employed or concerned in any other business, trade, profession or other activity provided that it does not interfere with the proper performance of the Services and you do not provide any of the Products delivered hereunder to any other party.

9. Warranties, Exclusions and Limitations of Liability

- 9.1 You warrant that you have the full power and authority to enter into this Contract,

and that the publication and use of the Products by us as permitted in this Contract will not infringe the copyright, trade mark, privacy right or any other right of any person.

9.2 You agree that the Company shall be under no obligation to make use of the Products.

10. Termination

10.1 Either party may terminate this Contract at any time during the Engagement Period by giving to the other at least one month's written notice. In the event of termination, the Company shall be liable in respect of any fees accrued and expenses incurred up to the date of termination only.

10.2 Notwithstanding paragraph 10.1 above, the Company may at any time terminate this Contract with immediate effect with no liability to make any further payment to you (other than in respect of any fees or expenses accrued due at the date of termination) if:

10.2.1 you are in material breach of any of your obligations under this Contract; or

10.2.2 other than as a result of illness or accident, you wilfully neglect to provide or fail to remedy any default in providing the Services; or

10.2.3 you pledge the credit of the Company or incur any liability on behalf of the Company without specific prior written authority.

10.3 On the termination of this Contract you must deliver up to the Company all materials in your possession that are the property of the Company. The Company may withhold payment of the last instalment of fees due until you have complied with this paragraph 10.3.

11. Miscellaneous

11.1 This Contract contains the entire understanding and agreement of the parties relating to its subject matter to date and supersedes in all respects any previous contracts or understandings between the parties (whether written or oral) in relation to its subject matter.

11.2 You may not assign or sub-contract any part of this Contract or your rights or

obligations hereunder without the prior written consent of the Company. The Company may freely assign, charge, transfer or license its rights hereunder.

11.3 No variation of this Contract will be effective unless made in writing and signed by or on behalf of each of the parties.

11.4 In the event that any provision or part of a provision of this Contract is, or is held to be, illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction it shall be severed and the remainder of this Contract will be deemed in full force and effect.

11.5 No failure or delay by any party in exercising any right or remedy under this Contract will operate as a waiver of that right or remedy. No waiver or discharge of any breach will be effective unless in writing signed by the party giving the waiver. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights and remedies provided in law or otherwise.

11.6 Nothing in this Contract creates or shall be deemed to have created a partnership or a joint venture or an employment or agency Contract between the parties. Neither party will do anything to bind the other to any contract or to pledge the credit of the other or to bind it to any obligation, commitment or liability, nor will represent itself as able to do so.

11.7 A person who is not a party to this Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract except an assignee under paragraph 11.2.

11.8 Notices under this Contract shall not be valid unless in writing and delivered personally, or sent to a party by first class recorded delivery post. A party may change its notice details by serving notice on the other party of the change in accordance with this paragraph. In the absence of earlier receipt, and save as provided below, any notice served under this Contract will be deemed to have been duly served as follows:

11.8.1 if delivered personally, on delivery; and

11.8.2 if sent by first class recorded delivery inland post, at 9.30 am on the second business day after the date of posting;

PROVIDED THAT any notice served other than by post on a day which is not a business day or at any time after 5.30 pm on a business day will be deemed to be served at 9.30 am on the next business day.

11.9 This Contract is governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the jurisdiction of the High Court of England and Wales as regards any claim, dispute or matter arising under or in relation to this Contract.

