



**Annual Statement
(Covering the period 1 April 2022 to 31 March 2023)**

Background about the Company

Founded in 1997, Paragraph Publishing Ltd (Paragraph) publish drinks magazines and web sites and host awards and events throughout the world in the drinks sector. In September 2022 we celebrated, our 25th anniversary, in November 2023 Whisky Magazine celebrates its 25th anniversary, and in 2021 the company moved in to hospitality, purchasing and renovating a 15 bedroom castle in Scotland, the home of the whisky connoisseur, called Rothes Glen.

A list of the publisher's titles/products

Magazines

- American Whiskey (launched May 2018)
- Travelux (launched October 2019)
- Whisky Magazine (launched November 1998)

Annuals

- Bourbon
- Gin
- Rum
- Scotch Whisky
- Tequila

Books

- Distillery Guides
- Microbrewers' Handbook
- Microdistillers' Handbook
- Whisky Tastings Journal (generic and personalised)

Supplements

- American Single Malt Whiskey
- Irish Whiskey
- Japanese Whisky
- Speyside Whisky

Events

- Gin Live
- Gin Magazine Awards (Icons of Gin, Gin Magazine Hall of Fame, World Gin Awards)
- Whisky Live
- Whisky Magazine Awards (Icons of Whisky, Hall of Fame, World Whiskies Awards)

Awards

- Hall of Fame
- Icons of Drinks
- World Drinks Awards

Web Sites

- paragraphpublishing.com
- americanwhiskeymag.com
- gin-mag.com
- rum-mag.com
- thedrinksreport.com
- traveluxmag.com
- whiskymag.com



- drinks-live.com (whiskyLive.com, gin-live.com)
- iconsofdrinks.com
- worlddrinksawards.com

- rothesglenspeyside.com

Other Brands

- Licensing (of our awards, events, magazines)
- Paragraph Partnership (client services)
- Whisky Magazine Special Selection (cask bottling programme)

The name of the publisher's responsible person

- Damian Riley-Smith, Managing Director

Nature of the Regulated Entity

Paragraph is a private, limited company, with 1 shareholder, the 'responsible person', Damian Riley-Smith, and 28 employees. We have a board of four, made up of the Managing Director, the Finance Director and two non-executive directors with publishing and digital expertise. Sadly, one of our directors died unexpectedly in February and we are looking for a replacement. There is now an Operations Team of six and a Leadership Team of seven.

Internal manuals, codes or guidance used by journalists or editors

- Paragraph Company Handbook
- Paragraph Editorial Handbook
- Paragraph Standard Terms
- Paragraph Style Guide

- IPSO Code of Practice
- IPSO Editor's Codebook

Our editorial standards

An overview of the publisher's approach to editorial standards

With our editorial team of four full-time staff, and three designers, they are all involved in the following:

- Annual strategy meeting (held each July)
- Annual review of contributors' terms and conditions (held each December)
- Issue by issue pre-planning meeting and post-publication review
- Company handbook focus on reader and customer care and understanding to respond to any reader or customer complaint swiftly and comprehensively

We have a policy that three sets of eyes must proof read every word in each publication and magazine, overseen and managed by the editor.

Pre-publication guidance

If there is any potential concern of concern about content prior to publication we seek guidance from our lawyers. If their response is not satisfactory, we would seek IPSO advice. Should we receive a complaint (which we have not in the current year) we would inform IPSO about our proposed response. During the current year we have included the IPSO logo on all our publications and web sites.

A discussion of the publisher's approach to the verification of stories

All contributors receive the Paragraph terms and conditions and are expected to have reviewed and confirmed their stories. Our Editors and Contributing Editors are expected to check all facts during the sub-editing process, and as stated we have a "three sets of eyes" policy on all content. Any stories that are of concern are referred to the publishing manager or publisher.

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Compliance with the Editors' Code, including any adverse findings of the Regulator and steps taken to address such findings

We have had no complaints during the year and therefore no need to communicate with IPSO on any specific matter. Just in the last week the editor of Whisky Magazine has consulted with IPSO's terms to ensure an article is compliant and we await the outcome before publishing.

Our complaints-handling process

Details of how the publisher handles editorial complaints, if any, including: Editor's are briefed to inform the publisher / managing director immediately should there ever be a complaint.

In what forms it accepts editorial complaints: Any form is accepted.

Who handles editorial complaints internally

Any complaint is always handled by the editor of the relevant publication in the first instance, with the approval of the publisher / managing director prior to reader / customer communication.

What records it keeps of editorial complaints and their outcomes

We keep email and paper records if and when they occur. Where amendments are made to copy, original copy must be recorded in a word document with the revised copy underneath and the date the changes were made and must be placed on the company server in Company > Editorial > Editorial_Copy_Amends.

How it seeks to resolve editorial complaints

Our Company Handbook states a number of key principles, the most relevant of which are:

- All problems are opportunities, which only become as great as the time we take to deal with them.
- Develop great relations with our colleagues, customers and suppliers.
- Do the worst first: if you are not sure how to handle a situation, always ask.
- Know our brands; it is your responsibility to know each brand, how the Company operates and who does what.
- Maintain the highest standards of professionalism at all times.
- Never assume.
- Provide appropriate resources and training for all staff to undertake their roles.
- Satisfy the customer: giving them the product they want, at a consistently high quality, at good value, on time.
- Open management, using simple operating procedures to ensure we operate in the most efficient way possible.
- Work closely with suppliers to produce the best results at the fairest price and on time.

What information it provides to readers, and where, about its internal process for editorial complaints and IPSO's complaints process.

- On the flannel panel / imprint page of our printed and digital publications we display the text: "Paragraph Publishing abides by the Independent Press Standards Organisation (IPSO) rules and regulations as detailed in 'The Editor's Code of Practice'. To make a formal complaint about any editorial content, please contact "editorial@paragraph.co.uk"
- Online we include a 'complaints' link in the footer navigation detailing the following complaints policy: "Paragraph Publishing abides by the Independent Press Standards Organisation (IPSO) rules and regulations as detailed in 'The Editor's Code of Practice'. To make a formal complaint about any editorial content, please contact editorial@paragraph.co.uk

Our training process

Details of any training programmes the publisher has run in the relevant period, including perhaps relevant materials

- Contributor terms and conditions are issued to the editorial team each January when contributor rates are reviewed (and may or not be changed)
- A new version of the Editors' Code and supporting Codebook is distributed to all editorial staff each year and is issued to all new editorial staff.
- In February 2023 we held a full day Media Law training course for all editorial, marketing and publishing staff, hosted and managed by an external trainer.

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- In autumn 2022 the editorial and marketing staff attended a one day external “writing for social media” course.
- During 2022 the three editors entered the WSET 2 training course, and all achieved a distinction.

Confirmation of what proportion of staff have undergone the following training

- All editorial and marketing.

Details of any training during the year

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- In autumn 2022 the editorial and marketing staff attended a one day external “writing for social media” course.
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Details of plans for further training

- Law for media (annually)
- Writing for social media (annually)
- Public speaking

Our record on compliance

Details of any complaints against the publisher which have been ruled on by IPSO’s Complaints Committee over the period

None.

Details of the steps taken to respond to any adverse adjudications by IPSO over the period

None.

Appendix

Copies of internal manuals, codes or guidance used by journalists.

- Paragraph Company_Handbook_21_03_23
- Paragraph CONTRIBUTING EDITOR terms 2023
- Paragraph Editorial Handbook2023
- Paragraph Publishing contact sheet 2023
- Paragraph STANDARD terms 2023
- Paragraph Style Guide

7 April 2023



**Terms and conditions for Standard supply of contributions to
Paragraph Publishing Limited (PPL)**

Standard terms for written Contributions

Last modified on 25 October 2022

These standard terms form part of the Terms and Conditions for the Supply of Contributions to Paragraph Publishing Ltd (PPL).

Commissioned Contributions

At the time of commissioning or ordering in your Contribution, you and the relevant editor should agree terms, including the fee to be paid (it is acknowledged that not all content suppliers shall seek a fee for Contributions), allowable expenses, the deadline and the rights acquired. You should also agree on the main points to be covered in your Contribution, and any special requirements. A verbal agreement to commission or deliver content is sufficient in itself, however we will endeavour to confirm the terms in writing either by email or by letter. You grant to PPL irrevocably and unconditionally the following rights and options to use, publish, transmit or license your Commissioned Contribution ("Licence") during the Term as defined below.

Unless they are expressly identified otherwise, all rights and options granted by you in this Licence shall subsist throughout the world in any language(s) as exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and remaining period of copyright in your Commissioned Contribution including all renewals, reversions, extensions and revivals of such period, the Exclusivity Period and remaining period of copyright thereafter together being the "Term". Accordingly the Contributor will not allow further publication of the Material (or any part of it).

Our fees are inclusive of rights 1-5 below. The value of these rights is reviewed annually.

1. Right to be the first publisher of your Commissioned Contribution in any media anywhere in the world in any language(s) in any of our Licensed Products at our discretion, and to keep available your Commissioned Contribution in the Licensed Products during the Term.
2. Following our first use as described in clause 1 above, the right to reuse, republish and retransmit your Commissioned Contribution in any language(s) anywhere in the world in any of our Licensed Products at our discretion without further payment to you, including supplements, guides and books and similar publications and in other collections of material published by us in paper form and digitally anywhere in the world, and to keep available your Commissioned Contribution in the Licensed Products during the Term.
3. Right to use, store, publish or transmit your Commissioned Contribution in internal and External Archives and databases ("Archives") in any language(s) including but not limited to websites published by us and/or third party database and/or archive publishers, and to keep available your Commissioned Contribution in such Archives during the Term.
4. Right to authorise the Newspaper Licensing Agency and Publishers Licensing Society and similar reprographic rights organisations in other jurisdictions ("RROs") to distribute or license the distribution of your Commissioned Contribution throughout the world in any language(s) for RROs' licensed acts and purposes as amended from time to time, and to keep available your Commissioned Contribution through such RROs during the Term.
5. Right to Syndicate your Commissioned Contribution in any language(s) subject to payment to you of 50% of all net receipts paid to PPL and attributable to your Commissioned Contribution.
6. Right to make Spot Sales of your Commissioned Contribution in any language(s) subject to payment to you of 50% of all net receipts paid to PPL and attributable to your Commissioned Contribution.
7. Provided that the exercise of such option shall be subject to further contract between you and PPL, the option throughout the world in any language(s) (a) to commission from you and publish a book (in any format including but not limited to printed, electronic and audio books) and/or dedicated app (and/or similar and/or related technology) on the subject matter of your Commissioned Contribution(s); and (b) to publish a collection of your Commissioned Contribution(s) where you are the sole author in book form (in any format including but not limited to printed, electronic and audio books) and/or as a dedicated app (and/or similar and/or related technology).

For the avoidance of doubt, all rights:

- a) pertaining to publication, distribution and licensing of your Commissioned Contribution reside exclusively with PPL during the Exclusivity Period. All requests from you, or submitted to you by third parties, to re-use your Commissioned Contribution during the Exclusivity Period shall be submitted to editorial@paragraph.co.uk and any grant of rights or amendments to the Exclusivity Period shall be subject to PPL's prior written agreement; and
- b) of whatever nature (without limitation, copyright) throughout the world which you have in your Commissioned Contribution other than those you expressly grant to us under this Licence are retained by you; and
- c) of whatever nature (without limitation, copyright) throughout the world in the column titles and names used in conjunction with your Commissioned Contribution shall reside with us.

We reserve the right as we see fit to edit your Commissioned Contribution and to make such changes to the Material as it deems appropriate (or direct the Contributor to, at no extra cost, make such alterations), save that the Publisher will take all reasonable precautions to ensure that the Material is not edited or changed so as to misrepresent or distort the Contributor's opinions or to prejudice the honour or reputation of the Contributor. We will not be required to inform the Contributor of any such editing if in our reasonable opinion, or that of our legal advisor, editing is required to prevent the Material from being defamatory, unsafe, improper or an infringement of any third party's proprietary rights. Subject to this, where reasonably practical, you will be informed beforehand of any substantive editing and his reasonable agreement will be required before publication.

You grant us permission to publish a photograph of you or of our choosing in association with publication of your Commissioned Contribution and/or in relation to any other promotion or publicity of the same throughout the world. For certain types of Commissioned Contribution - including but not limited to by-line pictures, page design features and commercial projects - we shall seek an assignment of copyright from you and shall issue appropriate documentation to you on such occasions.



Action for Infringement and Further Assurance

In the period preceding PPL's first publication of your Commissioned Contribution and during the Exclusivity Period, PPL shall have all the rights and remedies in relation to your Commissioned Contribution that are specified in [Section 101](#) of the Copyright, Designs and Patents Act 1988, including the right to bring an action for infringement of copyright in your Commissioned Contribution.

For the duration of the Term that follows the end of the Exclusivity Period PPL may bring an action for infringement of copyright in your Commissioned Contribution pursuant to [Section 101A](#) of the Copyright, Designs and Patents Act 1988.

You shall, and shall procure that any necessary third party shall, at your own expense promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Licence.

Assignment and waiver

The Contributor hereby irrevocably assigns to the Publisher, by way of present assignment of present and future rights, all right, title and interest of whatever nature (including, without limitation, Intellectual Property Rights) throughout the world in and to the Material (the "Rights") for the Publisher to hold absolutely for the full period of the Rights wherever subsisting or acquired, and all renewals, reversions, revivals and extensions thereof. Insofar as is permitted by law, the Assignor hereby irrevocably and unconditionally waives in favour of the Assignee, its licensees, assigns and successors in title all Moral Rights in the Work to which the Assignor is now or may at any time in the future be entitled.

Fees

Please note that fees: (a) are quoted in GBP; (b) shall apply to all Licensed Products unless you were commissioned on a no-fee basis; and (c) are subject to variations that may be applied by our editorial offices in your local territory.

Commissioned written Contributions (from 1 January 2023)

Standard Wordage Rate: £289 per 1,000 words and pro-rated thereafter

Digital / Blog / Online Contributions

Standard Wordage Rate: £289 per 1,000 words and pro-rated thereafter

Tastings

Standard Rate: £11 per tasting

Partnered Content / Advertorial Contributions

These shall be paid at 1.5x the Standard rate; therefore the Standard Wordage Rate would be £434 per 1,000 words and pro-rated thereafter

Stock Imagery

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£113.30
Full page	£56.70
Half page	£29.35
Quarter page	£14.85

Commissioned illustrations and artwork

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£226.00
Full page	£115.00
Half page	£58.50
Quarter page	£29.75
Eighth page	£14.95

Multimedia / Video

Multimedia / Video fee is: £34 per minute

Unless otherwise agreed, contributors shall be credited in the credits section of the relevant video page.

Payment

The Contributor shall provide the Publisher with an invoice for the Fee (or the applicable instalment of the Fee) in accordance with the Payment Details. Subject to the provisions of clause 7, the Publisher will pay the Contributor the amount shown on each invoice within thirty (30) days of the publication date which should be the date of the invoice. For the avoidance of doubt, the Fee is inclusive of VAT. If the Publisher determines that the Material is of a satisfactory quality and publishable standard, but nevertheless does not publish the Material within [six (6) months] of the Delivery Date, then we will pay the Contributor [fifty per cent (50%)] of the Fee (less any monies already paid by the Publisher to the Contributor) [and all rights assigned will revert to the Contributor] and the parties will have no further obligation to each other under this contract in respect of that Material.

Expenses

Unless otherwise agreed, no expenses will be paid for your Contributions.

Where a car mileage payment is agreed this is paid at the staff mileage rate of 40p per mile.

Rejection of Commissioned Contributions

If a Commissioned Contribution is rejected you should be told within eight weeks. If you don't hear anything, feel free to ask. Editors should not delay unreasonably or deny you the chance to offer an unwanted Commissioned Contribution elsewhere. Where a fee was agreed, we shall pay a spike fee of 50% of the agreed commission fee. If we determine either that the Material does not meet the requirements set out in the Commissioning Letter or is not of satisfactory quality nor publishable standard, the Publisher may (but shall not be obliged to): give the Contributor an opportunity to amend the Material in line with specific directions; or

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Return the Material to the Contributor without payment, in which event all rights assigned pursuant to this Agreement will revert to the Contributor and the parties will have no further obligation to each other under this contract in respect of that Material. For the avoidance of doubt, in such event no part of the Fee will be payable. If, after giving the Contributor the opportunity to amend the Material pursuant to clause 7.1.1, the Publisher only publishes seventy per cent (70%) or less of the Material due to the insufficient quality of the remainder then the Contributor will be paid the percentage of the Fee (inclusive of any monies already paid) based on the percentage of the submitted Material that is published.

Moral rights and author credits

All Contributions are subject to the Moral Rights provisions of the [UK Copyright Designs and Patents Act 1988](#) as amended from time to time. Notwithstanding these provisions, PPL endeavours to assert on behalf of its contributors their right to be identified as the author of their Contribution.

Delivery of contributions

All Contributions should be filed electronically. If electronic delivery is likely to be impractical, you should mention this to your commissioning editor and an alternative method will be agreed.

Confidentiality

You undertake:

- a) to treat confidentially all documents and all technical, commercial, financial and other information which is obtained from PPL in connection with this Agreement or with the negotiations leading up to it; and
- b) not to disclose to any person, without the previous written consent of PPL, the existence of any term of this Agreement (other than terms already set out in the public domain by PPL), or the existence of any information about any dispute or disagreement between the parties; and
- c) to disclose such documents and information to third parties only so far as it is necessary:
 - i) for the performance of this Agreement; and/or
 - ii) to your professional advisers; and/or
 - iii) as required by law.

The obligations of confidentiality set out above shall not apply to any documents or information which you can show:

- a) at the time of their acquisition were in, or at a later date have come into, the public domain, other than following a breach of this clause; or
- b) you knew prior to first disclosure to you by PPL; or
- c) you received independently from a third party with the full right to disclose.

Warranties

You hereby represent, warrant and undertake that:

- a) You shall not at any time do anything to bring PPL's brands, trademarks or reputation into disrepute; and
- b) You are entitled to enter into this Agreement and you are not bound by any third party restriction not to do so, including, but not limited to, the right and authority to license the intellectual property rights in and the use of your Contribution on the terms and conditions set forth in this Agreement; and
- c) Your Contribution shall be original and not copied wholly or materially from any other source, nor contain defamatory statements nor otherwise breach the privacy, confidentiality or other statutory or common law rights of any third-party; and
- d) You shall observe the highest ethical standards in providing your Contribution under this Agreement as part of which you shall be expected: i) to abide by the Press Complaints Commission's [Editor's Code of Practice](#); and ii) have full regard for PPL's own Editorial Code; and iii) to co-operate fully in the event of a complaint about your Contribution to the Press Complaints Commission or PPL's internal ombudsman; and iv) to inform PPL immediately of any actual or potential conflict of interest arising from any engagement or contribution or service You undertake for PPL.
- e) you will not sell or otherwise permit the publication of the Material (or material which is similar in form and content to the Material) to a competing publication. The Publisher will notify the Contributor of those titles that it considers to be competing from time to time;
- f) the Publisher shall have exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and accordingly the Contributor will not allow further publication of the Material (or any part of it).

Indemnity

PPL shall indemnify you against any claims of or liability to any third party in respect of defamation on the same basis as staff journalists PROVIDED THAT:

- a. no gross misconduct or negligence can be attributed to you relating to the relevant material; and
- b. you co-operate fully with PPL in its response to the claim; and
- c. you do not engage in discussions with a complainant without PPL's prior agreement.

The Contributor agrees to indemnify and defend the Publisher against all claims (including without limitation claims by third parties), liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement by the Contributor and, in the event of such claim, the Contributor agrees to provide such assistance to the Publisher as the Publisher requires in order to defend itself.

Termination

Either party may terminate this Agreement (without prejudice to its other rights and remedies) by written notice to the other party if the other commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within thirty (30) days of the date of receipt of notice from the other. The parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to those which have accrued to either party prior to termination or expiry save that those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

Force Majeure

Neither party shall be liable to the other party for any delay in or failure to perform any or all of its obligations under this Agreement if the delay or failure is due to circumstances beyond its reasonable control including, without limitation, to the extent that these are beyond such control, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law or governmental order or regulation or failure of technical facilities, ("Force Majeure") except that:

- a. neither lack of funds nor a default or misconduct by any third party employed or engaged as an agent or independent contractor by the party claiming force majeure shall be a cause beyond the reasonable control of that party unless caused by events or circumstances which are themselves force majeure; and



b. mere shortage of labour, materials, equipment or supplies shall not constitute force majeure unless caused by events or circumstances which are themselves force majeure.

c. A party suffering an event of force majeure shall promptly notify the other party of the nature and extent of the Force Majeure and if it prevails for a continuous or aggregate period of more than one month in total the other party may terminate this Agreement forthwith by notice in writing to the party so prevented in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

Status of Contributors and Suppliers as Independent Contractors

You undertake any and all engagements under this Agreement as an independent contractor and on this basis a) your agreement to provide Contributions to PPL shall not be interpreted or construed to create an association, agency, joint venture, partnership or employer-employee relationship between you and us or to impose any liability attributable to such a relationship upon either party, including but not limited to PPL's Sickness Policy and paid leave; and b) you agree that you shall work from your own premises in providing services to PPL and shall provide all the necessary equipment and materials to enable you to fulfil the terms of your engagement.

For the avoidance of doubt, you are not a "worker" as defined under the Working Time Regulations 1998 (as amended from time to time), and therefore you acknowledge that the provisions in those regulations relating to hours of work, rest breaks and annual leave do not apply to you.

You confirm for the purposes of the Taxes Acts, or such other appropriate legislation, that you are a self-employed person in business in your own right and you shall be responsible for all tax liabilities arising in respect of your engagement under this Agreement, and shall yourself account to the appropriate authorities for all tax, National Insurance or similar contributions payable in respect of the provision of your services to PPL under this Agreement. You undertake to advise PPL immediately in writing in the event that your self-employed status is challenged by HM Revenue & Customs or any other taxing authority.

In the event that PPL or any of its holding, subsidiary, associated or group companies ("Group") becomes liable to account to HM Revenue & Customs or any other taxing authority anywhere in the world for any income tax, employee national insurance or any other deduction or withholding required to be made by law (including any interest and/or penalties thereon) arising in respect of payments made or to be made to you, you undertake and agree to indemnify and hold harmless PPL and/or the Group against such tax and national insurance and shall, at the written request of PPL, immediately pay PPL an amount equal to any tax and national insurance paid or payable by PPL or any other company in the Group to HM Revenue & Customs or any other taxing authority. PPL shall be entitled to set off an amount equal to any tax and national insurance or any other deduction or withholding paid by PPL or another Group company to HM Revenue & Customs or any other taxing authority against any monies otherwise payable to you.

For the purpose of these clauses, "independent contractor" shall be interpreted (as appropriate) to include all engagements made with PPL via a company or limited company. In such event, the rights of indemnity and disclosure equally shall apply.

Definitions

- "Commissioned Contribution" means material created by you on the basis of a commission from us for transmission, publication or licensing by us. For the avoidance of doubt, in relation to pictures and video "Commissioned Contribution" includes the whole shoot and all negatives, transparencies, digital pictures, unused footage and other original material produced by the contributor during and/or as a result of the shoot.
- "Contribution" means material contributed to us - whether as a Commissioned Contribution or otherwise ordered in by or offered to us for publication, transmission or licensing by us. Contributions may appear in whole or in part in any size in any part of the Licensed Products in all sections, magazines and programmes thereof and supplements thereto including special or sponsored supplements without limitation on inside pages, front pages and covers, section covers and supplement covers, in galleries, individually or in sequence, in colour or in black and white.
- An "edition" means any print, electronic, audiovisual or digital version or any regional, national or international variation of a single issue of a Licensed Product and a "single issue" means a new version of each Licensed Product.
- "External Archives" means both subscription and publicly available databases such as Lexis-Nexis and the Houses of Parliament. These institutions offer access for research purposes to material from many sources including print publications. They are usually accessible on-line but also via platforms such as CD-ROM.
- "PPL Network" means our digital network accessed via browsers and/or apps or any other means on any device or equipment including but not limited to desktop computers, PDAs, mobile phones and tablet devices and any other connected devices, and incorporating all our web sites or any affiliate or successor websites, digital/IPTV television, RSS feeds, social media presences, and any other website, app, digital product, network or channel bearing our trademarks or brands.
- "Licensed Products" means all Paragraph publications and products in their various languages made available by us on a free-to-consumer or charged for basis: all formats and editions (including but not limited to print, electronic, audio, audiovisual and digital products) and all other publications and products made available by us or licensed by us anywhere in the world.
- In the case of Contributions commissioned or ordered in by PPL or their appointed agents for the purposes of commercial editorial products, including but not limited to sponsored supplements and advertorials, Licensed Products shall include all media wholly-owned by or bearing the trademarks or brands of PPL's commercial client and/or its official social media presences.
- "Newspaper Licensing Agency" (aka the NLA) is a limited company set up in 1996 to offer anyone - sole traders, companies, educational institutions and any other body - a one-stop shop for a licence to photocopy, digitally copy or transmit cuttings of the UK's national news media and many regional and foreign titles, too. It has reciprocal relationships with reprographic rights organisations overseas.
- Paragraph Publishing Ltd (PPL)
- "Syndication" means the direct or indirect re-licensing to third parties in English and other languages of material we have acquired for such purpose and/or published or broadcast in the Licensed Products and "syndicate" shall be construed accordingly. Under our syndication agreements, clients are permitted to integrate our content into their own platforms and products for agreed purposes which may include commercial, non-editorial purposes. Our clients are worldwide. Revenues can be but are not limited to subscription fees and advertising share and where they can be attributed to individual items of content contributors shall receive a share of such revenues on a net basis.
- "Spot Sales" means the sale or licence to third parties in English and other languages of individual items of content we have acquired for such purpose and/or published or broadcast in the Licensed Products. We usually negotiate a licence fee for such reproduction, the licence being for agreed purposes which may include commercial, non-editorial purposes, and contributors normally receive a share of net receipts.
- "Stock Imagery" means pictures, illustrations and artwork that are not Commissioned Contributions of pictures or are retrieved from existing internal or external collections and archives, and may have been used, published or transmitted, either by us or by another publisher, on occasions prior to the relevant use in our Licensed Products.



**Terms and conditions for Contributing Editor supply of contributions to
Paragraph Publishing Limited (PPL)**

Standard terms for written Contributions

Last modified on 25 October 2022

These standard terms form part of the Terms and Conditions for the Supply of Contributions to Paragraph Publishing Ltd (PPL).

Commissioned Contributions

At the time of commissioning or ordering in your Contribution, you and the relevant editor should agree terms, including the fee to be paid (it is acknowledged that not all content suppliers shall seek a fee for Contributions), allowable expenses, the deadline and the rights acquired. You should also agree on the main points to be covered in your Contribution, and any special requirements. A verbal agreement to commission or deliver content is sufficient in itself, however we will endeavour to confirm the terms in writing either by email or by letter. You grant to PPL irrevocably and unconditionally the following rights and options to use, publish, transmit or license your Commissioned Contribution ("Licence") during the Term as defined below.

Unless they are expressly identified otherwise, all rights and options granted by you in this Licence shall subsist throughout the world in any language(s) as exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and remaining period of copyright in your Commissioned Contribution including all renewals, reversions, extensions and revivals of such period, the Exclusivity Period and remaining period of copyright thereafter together being the "Term". Accordingly the Contributor will not allow further publication of the Material (or any part of it).

Our fees are inclusive of rights 1-5 below. The value of these rights is reviewed annually.

1. Right to be the first publisher of your Commissioned Contribution in any media anywhere in the world in any language(s) in any of our Licensed Products at our discretion, and to keep available your Commissioned Contribution in the Licensed Products during the Term.
2. Following our first use as described in clause 1 above, the right to reuse, republish and retransmit your Commissioned Contribution in any language(s) anywhere in the world in any of our Licensed Products at our discretion without further payment to you, including supplements, guides and books and similar publications and in other collections of material published by us in paper form and digitally anywhere in the world, and to keep available your Commissioned Contribution in the Licensed Products during the Term.
3. Right to use, store, publish or transmit your Commissioned Contribution in internal and External Archives and databases ("Archives") in any language(s) including but not limited to websites published by us and/or third party database and/or archive publishers, and to keep available your Commissioned Contribution in such Archives during the Term.
4. Right to authorise the Newspaper Licensing Agency and Publishers Licensing Society and similar reprographic rights organisations in other jurisdictions ("RROs") to distribute or license the distribution of your Commissioned Contribution throughout the world in any language(s) for RROs' licensed acts and purposes as amended from time to time, and to keep available your Commissioned Contribution through such RROs during the Term.
5. Right to Syndicate your Commissioned Contribution in any language(s) subject to payment to you of 50% of all net receipts paid to PPL and attributable to your Commissioned Contribution.
6. Right to make Spot Sales of your Commissioned Contribution in any language(s) subject to payment to you of 50% of all net receipts paid to PPL and attributable to your Commissioned Contribution.
7. Provided that the exercise of such option shall be subject to further contract between you and PPL, the option throughout the world in any language(s) (a) to commission from you and publish a book (in any format including but not limited to printed, electronic and audio books) and/or dedicated app (and/or similar and/or related technology) on the subject matter of your Commissioned Contribution(s); and (b) to publish a collection of your Commissioned Contribution(s) where you are the sole author in book form (in any format including but not limited to printed, electronic and audio books) and/or as a dedicated app (and/or similar and/or related technology).

For the avoidance of doubt, all rights:

- a) pertaining to publication, distribution and licensing of your Commissioned Contribution reside exclusively with PPL during the Exclusivity Period. All requests from you, or submitted to you by third parties, to re-use your Commissioned Contribution during the Exclusivity Period shall be submitted to editorial@paragraph.co.uk and any grant of rights or amendments to the Exclusivity Period shall be subject to PPL's prior written agreement; and
- b) of whatever nature (without limitation, copyright) throughout the world which you have in your Commissioned Contribution other than those you expressly grant to us under this Licence are retained by you; and
- c) of whatever nature (without limitation, copyright) throughout the world in the column titles and names used in conjunction with your Commissioned Contribution shall reside with us.

We reserve the right as we see fit to edit your Commissioned Contribution and to make such changes to the Material as it deems appropriate (or direct the Contributor to, at no extra cost, make such alterations), save that the Publisher will take all reasonable precautions to ensure that the Material is not edited or changed so as to misrepresent or distort the Contributor's opinions or to prejudice the honour or reputation of the Contributor. We will not be required to inform the Contributor of any such editing if in our reasonable opinion, or that of our legal advisor, editing is required to prevent the Material from being defamatory, unsafe, improper or an infringement of any third party's proprietary rights. Subject to this, where reasonably practical, you will be informed beforehand of any substantive editing and his reasonable agreement will be required before publication.

You grant us permission to publish a photograph of you of our choosing in association with publication of your Commissioned Contribution and/or in relation to any other promotion or publicity of the same throughout the world. For certain types of Commissioned Contribution - including but not limited to by-line pictures, page design features and commercial projects - we shall seek an assignment of copyright from you and shall issue appropriate documentation to you on such occasions.



Action for Infringement and Further Assurance

In the period preceding PPL's first publication of your Commissioned Contribution and during the Exclusivity Period, PPL shall have all the rights and remedies in relation to your Commissioned Contribution that are specified in [Section 101](#) of the Copyright, Designs and Patents Act 1988, including the right to bring an action for infringement of copyright in your Commissioned Contribution.

For the duration of the Term that follows the end of the Exclusivity Period PPL may bring an action for infringement of copyright in your Commissioned Contribution pursuant to [Section 101A](#) of the Copyright, Designs and Patents Act 1988.

You shall, and shall procure that any necessary third party shall, at your own expense promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Licence.

Assignment and waiver

The Contributor hereby irrevocably assigns to the Publisher, by way of present assignment of present and future rights, all right, title and interest of whatever nature (including, without limitation, Intellectual Property Rights) throughout the world in and to the Material (the "Rights") for the Publisher to hold absolutely for the full period of the Rights wherever subsisting or acquired, and all renewals, reversions, revivals and extensions thereof. Insofar as is permitted by law, the Assignor hereby irrevocably and unconditionally waives in favour of the Assignee, its licensees, assigns and successors in title all Moral Rights in the Work to which the Assignor is now or may at any time in the future be entitled.

Fees

Please note that fees: (a) are quoted in GBP; (b) shall apply to all Licensed Products unless you were commissioned on a no-fee basis; and (c) are subject to variations that may be applied by our editorial offices in your local territory.

Commissioned written Contributions (from 1 January 2023)

Contributing Editor Wordage Rate: £347 per 1,000 words and pro-rated thereafter

Digital / Blog / Online Contributions

Contributing Editor Wordage Rate: £347 per 1,000 words and pro-rated thereafter

Tastings

Standard Rate: £11 per tasting

Partnered Content / Advertorial Contributions

These shall be paid at 1.5x the Contributing Editor rate; therefore the Contributing Editor Wordage Rate would be £521 per 1,000 words and pro-rated thereafter

Stock Imagery

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£113.30
Full page	£56.70
Half page	£29.35
Quarter page	£14.85

Commissioned illustrations and artwork

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£226.00
Full page	£115.00
Half page	£58.50
Quarter page	£29.75
Eighth page	£14.95

Multimedia / Video

Multimedia / Video fee is: £34 per minute

Unless otherwise agreed, contributors shall be credited in the credits section of the relevant video page.

Payment

The Contributor shall provide the Publisher with an invoice for the Fee (or the applicable instalment of the Fee) in accordance with the Payment Details. Subject to the provisions of clause 7, the Publisher will pay the Contributor the amount shown on each invoice within thirty (30) days of the publication date which should be the date of the invoice. For the avoidance of doubt, the Fee is inclusive of VAT. If the Publisher determines that the Material is of a satisfactory quality and publishable standard, but nevertheless does not publish the Material within [six (6) months] of the Delivery Date, then we will pay the Contributor [fifty per cent (50%)] of the Fee (less any monies already paid by the Publisher to the Contributor) [and all rights assigned will revert to the Contributor] and the parties will have no further obligation to each other under this contract in respect of that Material.

Expenses

Unless otherwise agreed, no expenses will be paid for your Contributions.

Where a car mileage payment is agreed this is paid at the staff mileage rate of 40p per mile.

Rejection of Commissioned Contributions

If a Commissioned Contribution is rejected you should be told within eight weeks. If you don't hear anything, feel free to ask. Editors should not delay unreasonably or deny you the chance to offer an unwanted Commissioned Contribution elsewhere. Where a fee was agreed, we shall pay a spike fee of 50% of the agreed commission fee. If we determine either that the Material does not meet the requirements set out in the Commissioning Letter or is not of satisfactory quality nor publishable standard, the Publisher may (but shall not be obliged to): give the Contributor an opportunity to amend the Material in line with specific directions; or

paragraph

Return the Material to the Contributor without payment, in which event all rights assigned pursuant to this Agreement will revert to the Contributor and the parties will have no further obligation to each other under this contract in respect of that Material. For the avoidance of doubt, in such event no part of the Fee will be payable. If, after giving the Contributor the opportunity to amend the Material pursuant to clause 7.1.1, the Publisher only publishes seventy per cent (70%) or less of the Material due to the insufficient quality of the remainder then the Contributor will be paid the percentage of the Fee (inclusive of any monies already paid) based on the percentage of the submitted Material that is published.

Moral rights and author credits

All Contributions are subject to the Moral Rights provisions of the [UK Copyright Designs and Patents Act 1988](#) as amended from time to time. Notwithstanding these provisions, PPL endeavours to assert on behalf of its contributors their right to be identified as the author of their Contribution.

Delivery of contributions

All Contributions should be filed electronically. If electronic delivery is likely to be impractical, you should mention this to your commissioning editor and an alternative method will be agreed.

Confidentiality

You undertake:

- a) to treat confidentially all documents and all technical, commercial, financial and other information which is obtained from PPL in connection with this Agreement or with the negotiations leading up to it; and
- b) not to disclose to any person, without the previous written consent of PPL, the existence of any term of this Agreement (other than terms already set out in the public domain by PPL), or the existence of any information about any dispute or disagreement between the parties; and
- c) to disclose such documents and information to third parties only so far as it is necessary:
 - i) for the performance of this Agreement; and/or
 - ii) to your professional advisers; and/or
 - iii) as required by law.

The obligations of confidentiality set out above shall not apply to any documents or information which you can show:

- a) at the time of their acquisition were in, or at a later date have come into, the public domain, other than following a breach of this clause; or
- b) you knew prior to first disclosure to you by PPL; or
- c) you received independently from a third party with the full right to disclose.

Warranties

You hereby represent, warrant and undertake that:

- a) You shall not at any time do anything to bring PPL's brands, trademarks or reputation into disrepute; and
- b) You are entitled to enter into this Agreement and you are not bound by any third party restriction not to do so, including, but not limited to, the right and authority to license the intellectual property rights in and the use of your Contribution on the terms and conditions set forth in this Agreement; and
- c) Your Contribution shall be original and not copied wholly or materially from any other source, nor contain defamatory statements nor otherwise breach the privacy, confidentiality or other statutory or common law rights of any third-party; and
- d) You shall observe the highest ethical standards in providing your Contribution under this Agreement as part of which you shall be expected: i) to abide by the Press Complaints Commission's [Editor's Code of Practice](#); and ii) have full regard for PPL's own Editorial Code; and iii) to co-operate fully in the event of a complaint about your Contribution to the Press Complaints Commission or PPL's internal ombudsman; and iv) to inform PPL immediately of any actual or potential conflict of interest arising from any engagement or contribution or service You undertake for PPL.
- e) you will not sell or otherwise permit the publication of the Material (or material which is similar in form and content to the Material) to a competing publication. The Publisher will notify the Contributor of those titles that it considers to be competing from time to time;
- f) the Publisher shall have exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and accordingly the Contributor will not allow further publication of the Material (or any part of it).

Indemnity

PPL shall indemnify you against any claims of or liability to any third party in respect of defamation on the same basis as staff journalists PROVIDED THAT:

- a. no gross misconduct or negligence can be attributed to you relating to the relevant material; and
- b. you co-operate fully with PPL in its response to the claim; and
- c. you do not engage in discussions with a complainant without PPL's prior agreement.

The Contributor agrees to indemnify and defend the Publisher against all claims (including without limitation claims by third parties), liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement by the Contributor and, in the event of such claim, the Contributor agrees to provide such assistance to the Publisher as the Publisher requires in order to defend itself.

Termination

Either party may terminate this Agreement (without prejudice to its other rights and remedies) by written notice to the other party if the other commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within thirty (30) days of the date of receipt of notice from the other. The parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to those which have accrued to either party prior to termination or expiry save that those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

Force Majeure

Neither party shall be liable to the other party for any delay in or failure to perform any or all of its obligations under this Agreement if the delay or failure is due to circumstances beyond its reasonable control including, without limitation, to the extent that these are beyond such control, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law or governmental order or regulation or failure of technical facilities, ("Force Majeure") except that:

- a. neither lack of funds nor a default or misconduct by any third party employed or engaged as an agent or independent contractor by the party claiming force majeure shall be a cause beyond the reasonable control of that party unless caused by events or circumstances which are themselves force majeure; and



b. mere shortage of labour, materials, equipment or supplies shall not constitute force majeure unless caused by events or circumstances which are themselves force majeure.

c. A party suffering an event of force majeure shall promptly notify the other party of the nature and extent of the Force Majeure and if it prevails for a continuous or aggregate period of more than one month in total the other party may terminate this Agreement forthwith by notice in writing to the party so prevented in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

Status of Contributors and Suppliers as Independent Contractors

You undertake any and all engagements under this Agreement as an independent contractor and on this basis a) your agreement to provide Contributions to PPL shall not be interpreted or construed to create an association, agency, joint venture, partnership or employer-employee relationship between you and us or to impose any liability attributable to such a relationship upon either party, including but not limited to PPL's Sickness Policy and paid leave; and b) you agree that you shall work from your own premises in providing services to PPL and shall provide all the necessary equipment and materials to enable you to fulfil the terms of your engagement.

For the avoidance of doubt, you are not a "worker" as defined under the Working Time Regulations 1998 (as amended from time to time), and therefore you acknowledge that the provisions in those regulations relating to hours of work, rest breaks and annual leave do not apply to you.

You confirm for the purposes of the Taxes Acts, or such other appropriate legislation, that you are a self-employed person in business in your own right and you shall be responsible for all tax liabilities arising in respect of your engagement under this Agreement, and shall yourself account to the appropriate authorities for all tax, National Insurance or similar contributions payable in respect of the provision of your services to PPL under this Agreement. You undertake to advise PPL immediately in writing in the event that your self-employed status is challenged by HM Revenue & Customs or any other taxing authority.

In the event that PPL or any of its holding, subsidiary, associated or group companies ("Group") becomes liable to account to HM Revenue & Customs or any other taxing authority anywhere in the world for any income tax, employee national insurance or any other deduction or withholding required to be made by law (including any interest and/or penalties thereon) arising in respect of payments made or to be made to you, you undertake and agree to indemnify and hold harmless PPL and/or the Group against such tax and national insurance and shall, at the written request of PPL, immediately pay PPL an amount equal to any tax and national insurance paid or payable by PPL or any other company in the Group to HM Revenue & Customs or any other taxing authority. PPL shall be entitled to set off an amount equal to any tax and national insurance or any other deduction or withholding paid by PPL or another Group company to HM Revenue & Customs or any other taxing authority against any monies otherwise payable to you.

For the purpose of these clauses, "independent contractor" shall be interpreted (as appropriate) to include all engagements made with PPL via a company or limited company. In such event, the rights of indemnity and disclosure equally shall apply.

Definitions

- "Commissioned Contribution" means material created by you on the basis of a commission from us for transmission, publication or licensing by us. For the avoidance of doubt, in relation to pictures and video "Commissioned Contribution" includes the whole shoot and all negatives, transparencies, digital pictures, unused footage and other original material produced by the contributor during and/or as a result of the shoot.
- "Contribution" means material contributed to us - whether as a Commissioned Contribution or otherwise ordered in by or offered to us for publication, transmission or licensing by us. Contributions may appear in whole or in part in any size in any part of the Licensed Products in all sections, magazines and programmes thereof and supplements thereto including special or sponsored supplements without limitation on inside pages, front pages and covers, section covers and supplement covers, in galleries, individually or in sequence, in colour or in black and white.
- An "edition" means any print, electronic, audiovisual or digital version or any regional, national or international variation of a single issue of a Licensed Product and a "single issue" means a new version of each Licensed Product.
- "External Archives" means both subscription and publicly available databases such as Lexis-Nexis and the Houses of Parliament. These institutions offer access for research purposes to material from many sources including print publications. They are usually accessible on-line but also via platforms such as CD-ROM.
- "PPL Network" means our digital network accessed via browsers and/or apps or any other means on any device or equipment including but not limited to desktop computers, PDAs, mobile phones and tablet devices and any other connected devices, and incorporating all our web sites or any affiliate or successor websites, digital/IPTV television, RSS feeds, social media presences, and any other website, app, digital product, network or channel bearing our trademarks or brands.
- "Licensed Products" means all Paragraph publications and products in their various languages made available by us on a free-to-consumer or charged for basis: all formats and editions (including but not limited to print, electronic, audio, audiovisual and digital products) and all other publications and products made available by us or licensed by us anywhere in the world.
- In the case of Contributions commissioned or ordered in by PPL or their appointed agents for the purposes of commercial editorial products, including but not limited to sponsored supplements and advertorials, Licensed Products shall include all media wholly-owned by or bearing the trademarks or brands of PPL's commercial client and/or its official social media presences.
- "Newspaper Licensing Agency" (aka the NLA) is a limited company set up in 1996 to offer anyone - sole traders, companies, educational institutions and any other body - a one-stop shop for a licence to photocopy, digitally copy or transmit cuttings of the UK's national news media and many regional and foreign titles, too. It has reciprocal relationships with reprographic rights organisations overseas.
- Paragraph Publishing Ltd (PPL)
- "Syndication" means the direct or indirect re-licensing to third parties in English and other languages of material we have acquired for such purpose and/or published or broadcast in the Licensed Products and "syndicate" shall be construed accordingly. Under our syndication agreements, clients are permitted to integrate our content into their own platforms and products for agreed purposes which may include commercial, non-editorial purposes. Our clients are worldwide. Revenues can be but are not limited to subscription fees and advertising share and where they can be attributed to individual items of content contributors shall receive a share of such revenues on a net basis.
- "Spot Sales" means the sale or licence to third parties in English and other languages of individual items of content we have acquired for such purpose and/or published or broadcast in the Licensed Products. We usually negotiate a licence fee for such reproduction, the licence being for agreed purposes which may include commercial, non-editorial purposes, and contributors normally receive a share of net receipts.
- "Stock Imagery" means pictures, illustrations and artwork that are not Commissioned Contributions of pictures or are retrieved from existing internal or external collections and archives, and may have been used, published or transmitted, either by us or by another publisher, on occasions prior to the relevant use in our Licensed Products.