

# Freelance Agreement

This Agreement is made between

and xxxxxxxxxxxx

xxxxxxxxxxxxx for the provision of freelance work

IT IS AGREED as follows:

## 1. Term of Agreement

1.1 This agreement shall commence on [date].

1.2 The Company may from time to time offer you assignments or work which if you choose to accept you agree to work to the Company's instructions. You are under no obligation to accept work and the Company is under no obligation to provide you with work. You are free to work for other companies or any other party. There is no period of continuous employment.

1.3 You agree that during any period that you are working for the Company you provide your services on a freelance basis. For the avoidance of doubt you accept that this engagement amounts to a contract for services and that you remain self-employed at all times. You will be responsible for payment of all taxes as a self-employed person.

## 2. Services

2.1 Your duties and responsibilities will be as determined by the Company from time to time.

Photographer

2.2 [You will provide photography services to the Company (including without limitation carrying out specific or general photographic assignments, taking photographs and any incidental and administrative duties as are required or reasonably desirable for the performance of your duties (the "Services").]

## 3. Payment for the Services

- 3.1 You will be paid in arrears at the rate of:  
£35.00 per picture used  
£15.00 per additional picture (in same story)  
£16.50 for jobs undertaken but not published.  
A percentage of the profit for reprint orders.
- 3.2 You will invoice by post or email to this office on a monthly basis.
- 3.3 Invoices will be paid within 30 days of presentation.

3.4 The content will be to a standard acceptable to the Company and if the content is not suitable for any reason, the Company has the right to return the content and withhold payment

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## **7. Copyright**

- 7.1 You hereby assign to the Company the entire copyright whether vested contingent or future and all rights of action and all other rights of whatever nature in and to the product of the Services whether now known or in future created to which you are now or may at any time in future be entitled for the entire period of such rights throughout the world together with any renewals reversions and extensions.
- 7.2 You irrevocably and unconditionally waive all rights in respect of the product of the Services to which you are now or may in future be entitled pursuant to the Copyright Designs and Patents Act 1988 sections 77,80,84 and 85 or any other moral rights to which you may be entitled under any legislation now existing or in future enacted in any part of the world.
- 7.3 You will disclose to the Company any product of the Services created by you

during the course of or after the termination of this agreement and you shall during the course of or after the termination of this agreement at the Company's request and at the Company's cost join with it and do and perform all acts and things necessary to procure the registration and/or the protection of the Company's rights in and to any product of the Services.

- 7.4 There shall be no obligation on the Company to publish exploit disseminate or distribute any of the products of the Services. The Company shall have no obligation to designate or identify you as author of any product of the Services. The Company may at its sole discretion and in accordance with its editorial policy from time to time accord you a name credit alongside any photograph taken by you in the course of the Services which is used in any publication owned by the Company but you shall have no claim whether for loss of opportunity infringement of moral rights or any other cause and the Company shall have no liability in respect of any failure on the part of the Company or any third party to so accredit you.

## **8. Warranties**

- 8.1 You warrant and undertake that:
- 8.1.1 You shall provide the Services with all the necessary skill and care and to the best of your ability and you shall at all times in carrying out the Services comply with the law and with the Code of Practice administered by the Press Complaints Commission.
- 8.1.2 Work undertaken and supplied by you shall be original and will not have been previously published or exploited in any part of the world and shall not be obscene or libellous, or contain otherwise actionable matter and shall not infringe any rights of copyright, moral rights or any other right of any third party. Content containing personal data shall comply with the Data Protection Act 1998 and in particular you shall hold all necessary consents for its inclusion and publication in accordance with this Agreement.
- 8.1.3 You have full right to enter into this Agreement and grant to the Company the rights in the product of the Services and you shall be the sole absolute unencumbered legal and beneficial owner of all rights of copyright and all other rights in the product of the Services pursuant to this Agreement, the rights in which are now assigned to the Company pursuant to clause 7 above.
- 8.1.4 You shall indemnify and keep indemnified the Company against all losses or damages and costs whatsoever and howsoever incurred

arising directly or indirectly as a result of any breach of the terms of this Agreement and/or

#### **4. Expenses**

- 4.1 Ordinary expenses such as travel, parking and food are included in the Payment for the Services 3.3.1
- 4.2 Extraordinary expenses should be discussed with the Editor and then submitted with your invoice, with receipts.

#### **5. Termination**

- 5.1 This Agreement can be terminated for any reason by either party giving four weeks notice in writing
- 5.2 The notice period is subject to the Company's right to terminate this agreement without notice in any circumstances that warrants summary dismissal including but not limited to:
  - 5.2.1 If you are in breach of this Agreement and in a case where the breach is capable of remedy you have failed to remedy the breach within the time notified to you by the Company
  - 5.2.2 If you are incompetent, negligent or guilty of misconduct or have acted in a manner which could bring the Company into disrepute.
  - 5.2.3 If you have failed, refused, or otherwise proved incapable or are in repudiatory breach of this Agreement.

#### **6. Return of Company Property**

On termination of this Agreement for whatever reason or immediately on request

you shall deliver up to the Company all photographic equipment and all materials of whatever nature including all filmstock, negatives, positives, proofs, any digital information, CD's DVD's, and all books, documents, working papers, correspondence, memoranda, notes, records, computer discs or documents in any form of computer storage (including information recorded or by electronic, magnetic, optical or mechanical means), and videos, tapes, or any other material and copies provided to or prepared by you pursuant to this Agreement. The ownership of all such property will at all times remain the property of the Company and you will not make or keep any copies or extracts of them. You will also provide any computer passwords used by you in the provision of your duties with the Company.

## **9. Confidential Information**

In the course of providing your Services you will be exposed to information about the business of the Company (and possibly also its associated companies) and the suppliers and customers of the Company (and possibly also its associated companies) which is confidential or is commercially sensitive and which may not be readily available to competitors or the general public and which if disclosed would significantly harm the Company and/or its associated companies.

You must not, whether during or after the termination of this Agreement, except as authorised or required by your duties for the Company, reveal to any person, firm, company or organisation or otherwise make use of any trade secrets, secret or confidential operations, processes or dealing or any information (other than that within the public domain) concerning the organisation, business, finances, transactions or affairs of the Company (including lists of the customers or clients of the Company) which may come to your knowledge during the period

of this Agreement. Nothing in this clause will prevent you from disclosing information to comply with a Court Order or in performance of any statutory obligation.

This Agreement represents the whole agreement between the parties and no variations may be made to these terms unless agreed in writing by both parties.

This contract is subject to English law and the exclusive jurisdiction of the English courts.

Signed \_\_\_\_\_,  
xxxxxxxxx

Dated \_\_\_\_\_,  
(Photographer)

Signed \_\_\_\_\_,  
Editor

Dated \_\_\_\_\_,  
(Company)

