

PRIVATE AND CONFIDENTIAL

{Company name}

A Johnston Press plc Company

COVER LETTER OF ENGAGEMENT FOR PHOTOGRAPHER AGREEMENTS

Dear {insert name here}

I am pleased to confirm the following in connection with your engagement to provide freelance work for us:

1. You will provide {insert type of work e.g. photography} for the {add title of newspaper/name of company}.
2. The period of your engagement will be from {insert date of commencement}, at such times as shall be agreed between us, and will continue until terminated by either party on two week's notice in writing or, earlier by us in accordance with the terms of the Freelance Agreement between us.
3. The rate of pay for this engagement is £{insert rate} per {insert frequency}.
4. Miscellaneous expenses incurred while completing the engagement, including travel, may be reclaimed only if claimed in accordance with the terms of the Freelance Agreement between us. Nothing contained in the arrangements between us shall be construed, implied or have the effect of constituting any kind of employer/employee relationship between us. It is hereby declared that you have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Company and it is agreed that you shall be responsible for your income tax liabilities and National Insurance or similar contributions in respect of your fees as a self-employed person.
5. You are to provide your own insurance as necessary for the engagement.
6. Payment will be made by us, within 30 days of receipt of an invoice submitted by you in accordance with the terms of the Freelance Agreement between us.
7. All copyright and similar rights in any part of the world in the work provided by you are assigned to this company for immediate and repeat use.
8. You irrevocably waive any rights that you have or may in future be entitled to under the Copyright Designs and Patents Act 1988 and 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, in respect of the work provided by you.
9. Your engagement will be subject to the terms of the attached Freelance Agreement. In the event of any inconsistency or ambiguity between the terms of that Agreement and this letter, the terms of that Agreement shall take precedence.

Please note we are required to submit an annual declaration of self-employed earnings to the Inland Revenue. Would you please return a signed copy of this letter, acknowledging your agreement to these terms

Yours sincerely

Name

Job title

Journalist Freelance Agreement – Issue 3 – Sept 2011 (Control HRSSC)

Freelance Photographer Agreement

{Company name}

A Johnston Press plc Company

Dear {name}

FREELANCE PHOTOGRAPHY AGREEMENT

The {insert name of JP Company} Limited (“the Company”) wish to formalise their terms and conditions for the engagement of [name] (“the Freelance Photographer”). These are as follows:

Engagement

1. The Photographer will be engaged to the Company as a Freelance Photographer for a period commencing {insert date} (“the Commencement Date”) at such times as shall be agreed between the Company and the Photographer, and will continue until terminated by either the Company or the Photographer on two week’s notice in writing or, earlier by the Company in accordance with Clause 4 (the Engagement).
2. The Photographer agrees, on a non-exclusive basis, to produce the commissioned photographic work (“the Work”) and to render to the Company such other services (“Services”) in such other capacity as may from time to time be agreed between the parties in accordance with the provisions set out in this Agreement at such locations to be specified by the Company. During the Engagement, the normal working shift shall be eight hours together with such additional time as may be necessary to ensure the satisfactory completion of all tasks assigned. Completion will be deemed to be satisfactory if there has been full and complete performance and observance by the Photographer of the obligations and warranties under this Agreement. The right to reject work on the basis of “Poor Quality” exists and rests with the Picture Editor / Editor and such work will be rejected, unpaid.
- 3a. Working Hours: During the Engagement where the Photographer works significantly longer than the normal working hours the relevant Picture Editor may, at their sole discretion, pay the Photographer an additional fee in respect of the additional hours worked, which would normally be the equivalent of half of the relevant shift payment detailed in Appendix One.

OR

- 3b. Picture Rate: The Company agrees to pay a “picture rate” for all commissioned pictures plus a mileage rate of {xx} pence per mile (limited to the company’s own mileage rate) plus out of pocket expenses up to {£xx} per week.
4. Without limitation the Company may by notice in writing immediately terminate this agreement if the Photographer shall:
 - 4.1 be in breach of any of the terms of this agreement;
 - 4.2 be guilty of gross misconduct and/or any serious or persistent negligence in the provision of his services hereunder;
 - 4.3 fail or refuse to provide the services reasonably and properly required of him hereunder.

- 5.1** It is hereby declared that it is the intention of the parties that the Photographer shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Company and it is agreed that the Photographer shall be responsible for his income tax liabilities and National Insurance or similar contributions in respect of his fees as a self-employed person. The Photographer will register as self-employed and agrees to complete his tax returns punctually and make payment to HM Revenue and Customs (or any other competent statutory authority) of all sums that are due from him in the capacity of a self-employed individual.
- 5.2** For the avoidance of doubt, the Photographer will at all times be liable for a sum equal to the liability of a self-employed person in his circumstances to income tax and national insurance contributions in relation to fees payable under this agreement, and in the event that HM Revenue and Customs (or any other competent statutory authority) determines that the Photographer is an employee and demands payment from the Company of income tax and employee's or employer's National Insurance contributions calculated by reference to the grossed-up equivalent of the Photographer's fees under this agreement, the Photographer agrees to fully indemnify and pay to the Company all sums which he would otherwise have had to pay directly to HM Revenue and Customs (or any other competent statutory authority) as a self-employed person or which he has already so paid but successfully reclaimed from HM Revenue and Customs (or any other competent statutory authority), (always providing that the Photographer shall seek to reclaim such sums from HM Revenue and Customs (or any other competent statutory authority) as early as possible).
- 6.1** The Photographer will not be covered by the Company's Employers' Liability Insurance Policy. Responsibility for accident, travel and other insurance lies with the Photographer, with the exception of the Photographer's use of pool cars, if authorised by the Company. (This being the case the freelance rate payable will be reduced to reflect the use of this vehicle).
- 6.2** The Photographer shall obtain and maintain adequate insurance with a reputable insurer or insurers in relation to the risks referred to in Clause 6.1 and 6.3 and shall produce for the inspection of the Company on demand such certificates and policies of insurance as the Company may reasonably require as evidence of such cover and shall, if requested and appropriate, procure that the interest of the Company is noted on any policy in relation to the risks so covered.
- 6.3** The risks to be covered are as follows:

 - i. loss sustained by reason of death or personal injury of the Journalist or any third party whilst performing the Services under this Agreement;
 - ii) any claims by any third party for which the Company may become liable as a result of any act or omission of the Journalist in providing the Services under this Agreement or otherwise during the period of the Engagement, any claim which the Company may have directly or indirectly in respect of the performance of the Services.
- 7.** The Photographer will be personally responsible for the supply, repair, maintenance and all other such costs in respect of all their photographic equipment required for the performance of this Agreement and will also be responsible for appropriate insurance cover for such equipment.
- 8.** The Photographer must protect and keep safe any Company property or equipment which is placed at his disposal. If it is damaged or lost as a result of negligence on the Photographer's part, the Photographer may be required to make good the loss or damage.

Commissioning and Remuneration

9. The sums payable for Services in a shift or one off Commissioned Work are detailed in Appendix One attached hereto, plus VAT where applicable, said sum to be paid monthly in arrears by no later than the last day of the month. The Photographer shall, on the last working day of each month, submit an invoice to the Company. Invoices should be marked for the attention of {insert name} and will be payable within 30 days of receipt by the Company by BACS or a similar method of payment. Any failure by the Company to pay the fee in a timely manner shall not be deemed to be a breach of this Agreement if the failure is due to any act or default of the Photographer.
10. All reproduction and use fees for the Work published in the Company's commissioning publication including supplements and magazines are included within the photographic shift, desk shift or one-off Commissioned Work fee as detailed in paragraph 2.1 hereof. The Company will pay to the Photographer a use fee for all reproduction and usage of the Work in other Company publications including supplements and all publications undertaken by Johnston Press plc in the sum of {£xx} per use with the exception of "{insert name of supplementary title with higher/lower rate (if applicable) in here}" which will attract a use fee of {£yy} per use. Additional use fees in respect of magazines will be negotiated on a case by case basis with the Picture Editor. The Company will not pay any further reproduction or use fees including without prejudice to the foregoing generality for publication, reproduction or usage in connection with the Company's picture library, storage system, web pages or on the internet. Self-generated works submitted to the Company will be paid at the appropriate agreed one-off fee. Additional usage for self generated work will be negotiated on a case by case basis with the Picture Editor.
11. Fees for Works sold by the Company through syndication will be split and weighted in favour of the freelance photographer on a 60-40 basis net of any costs, which the Company will pay.
12. Special Repro Rate {delete if not applicable}: At the sole discretion of the relevant Picture Editor, a "special reproduction rate" will be paid for reproductions used in Publications where the size is much larger than normal (for example, but not limited to, a supplement cover or a picture reproduced at five columns wide or above), or where the Picture Editor feels the value of the picture exceeds the normal reproduction rates.
13. Reimbursement of expenses will be as detailed in Appendix One hereof. Any other expenditure must be reasonable, necessarily incurred in the performance of the obligations under this Agreement and must have the prior approval of the Company's Picture Editor or their designate. Such expenditure will only be paid on the delivery to the Company of receipts, vouchers and a full accurate and proper VAT invoice.

Obligations

14. The Photographer warrants, undertakes and agrees with the Company that he shall render the Services to the best of his skill and ability in a professional and workmanlike manner at such locations and times and in co-operation with such persons as the Company may from time to time direct.
15. The Photographer shall not, without the prior consent of the Company, incur any expenditure or costs on behalf of the Company.

16. The Photographer shall not in connection with his activities under this Agreement do or suggest the doing of any act which might be unlawful or infringe the rights of any third party or which might prejudice or damage the reputation of the Company.
17. The Photographer warrants that no work made by the Photographer will in any way whatsoever be an infringement of copyright or be defamatory. The Photographer will indemnify the Company against any loss, injury or damage (including legal costs or expenses properly incurred) occasioned to the Company in consequence of any breach by the Photographer of this warranty, [in the event that any breach of copyright or defamatory matter is not brought to the prior attention of the Company]. Further, the Photographer shall use his reasonable endeavours to ensure that any Work made by him will not be obscene, offensive to religion, race or sexual orientation or infringe any rights of privacy. The Photographer agrees that if he has any doubt as to these matters he will draw it to the attention of the Company.
 - 17.1 Except to the extent that any copyright Work is made jointly with any employee of the Company, the Photographer shall be the sole absolute and unencumbered legal and beneficial owner of all rights in and to such copyright Work and the Photographer warrants that they have the right to grant to the Company the rights granted in this Agreement.
 - 17.2 Any Work provided by the Photographer shall comply in all respects with the provisions of all relevant Codes of Practice, including Press Complaints Commission's, as well as the Johnston Press Group Policy Guidelines and professional standards of the Company which have been notified to the Photographer and shall comply with the Company's house rules and style requirements.
 - 17.3 The Photographer shall not disclose, reveal or make public any information whatever concerning the business of the Company or this Agreement without the express written consent of the Editor all of which shall be strictly confidential.
 - 17.4 The Photographer, or any party acting on their behalf, will not utilise Company facilities and equipment in carrying out any Services or producing any Work for a third party.
 - 17.5 The Photographer shall at all times during the term of their engagement with the Company keep secret (except to the extent that disclosure is authorised by the Company), and use only for the purposes of the Company (or any Associated Group Company) all information which is of a confidential nature and of value to the Company (whether or not in the case of documents they are or were marked confidential) including but not limited to business methods and information of the Company, lists and particulars of the Company's suppliers and customers and the individual contracts at such suppliers and customers; special production processes and know-how employed or formerly employed by the Company or its or their suppliers; personnel records and all information and documentation relating to the Company's employees; and material contained within the Company's publications, prior to actual publication.

Grant of rights

18. The Photographer grants to the Company a sole, royalty-free, perpetual, worldwide licence to use, publish and/or reproduce the Work in any and all media. Said licence shall subsist throughout the entire copyright period for the Work, whether or not this Agreement remains in force, and without prejudice to the foregoing generality shall include reproduction in any medium whatsoever whether that be printed, electronic, or on the internet or any multi-media format whether that be for the purposes of publication or as part of a storage or information retrieval system. Said

licence also authorises the Company to distribute, sell, or otherwise deal with the Work with appropriate agencies by traditional methods or by electronic means whether by syndication or otherwise, all at the Company's discretion. The Photographer irrevocably waives any rights that he may have or may in future be entitled to under the Copyright Designs and Patents Act 1988 and any other moral rights to which he may be entitled under any legislation now existing or in future enacted in any part of the world, in respect of the Work.

Governing law

19. This Agreement shall be governed by and construed in accordance with the laws of England / Scotland / Republic of Ireland {delete as appropriate} whose courts shall be courts of competent jurisdiction.

Company Property

20. The Photographer must protect and keep safe any Company property or equipment which is placed at his disposal. If it is damaged or lost as a result of negligence on the Photographer's part he may be required to make good the loss or damage.

Personal computers and software

21. The Photographer is expected to be familiar with and is required to follow the requirements of the Company's IT Acceptable Use Policy, as set out on the Company Intranet. All computer users are required to accept the terms of the Company IT Acceptable Use Policy before using IT equipment that is part of the Johnston Press network, or owned by the Company.

Data Protection Act

22. The Photographer undertakes to keep any Personal Data which comes into his knowledge, possession or control completely secret and confidential and must not disclose it to any third party unless authorised to do so by the Company. The Photographer must abide by the provisions of the Data Protection Act 1998. The Photographer undertakes to familiarise himself with the Company's Data Protection Policy, procedures and accountabilities as varied from time to time and undertakes to process Personal Data strictly in accordance with the Company's instructions. The Photographer undertakes not to deal with or generally use personal data in any manner outside his authorised duties.
23. The Photographer acknowledges that breach of the provisions of the Data Protection Act 1998 may attract personal criminal liability for him if he knowingly or recklessly, without the consent of the Company, obtains or discloses personal data or procures the disclosure to or from another person of the Personal Data. The Photographer undertakes to abide by the Company's specified security measures in respect of any personal data which he processes, in accordance with the IT Acceptable Use Policy.
 - 23.1 The Company will use your personal details and information it obtains from other sources for personnel administration and management purposes including carrying out appropriate security checks.
 - 23.2 You consent to the Company processing sensitive Personal Data about you, for example your health, racial or ethnic origin information, for the purposes of your engagement by the Company and to the transfer of your information outside of the EEA where necessary.

24. Illness and Holiday Notification

- 24.1 If the Photographer is unable to perform the Services, due to illness, on a date which has been agreed with the Company the Photographer shall notify {insert name} at the Company as soon as reasonably practicable.
- 24.2 As a matter of courtesy and in order for the Company to be able to operate effectively the Photographer shall advise the Company, at least two weeks in advance, of dates when he is aware that he will not be able to provide the Services, whether this be because of holiday or any other reason.
- 24.3 The right of substitution applies on the basis that the substitute is capable of providing the service contracted under this agreement and the Company is notified and agrees with the substitution. Payment for the Work or services performed will be made to the party named in this agreement and not to the substitute.

25. Post Termination

- 25.1 Upon termination of this Agreement for whatever reason the Photographer shall deliver up to the Company all working papers, computer files or other media, Company equipment and other materials and copies provided or prepared by him pursuant either to this agreement.
- 25.2 Upon termination of this agreement for whatever reason the Company shall retain the right to utilise any and all materials produced for or by the Photographer in the provision of the Work and or Services without further payment to the Photographer.

If you are in agreement with the foregoing terms then please sign both copies of this letter, retaining one copy for yourself and returning the other to ourselves for our records. Please note that we will not be in a position to engage your services as a Photographer until we are in receipt of the duly signed second copy.

We look forward to hearing from you.

Yours sincerely,

On behalf of the Company

Name

Job title

.....
I, {insert Photographer's name}, hereby accept the foregoing conditions.

Signed.....

Name:.....

Dated.....

Address:.....

.....
.....
.....

Freelance Photographer Agreement

{Company name}

A Johnston Press plc Company

FREELANCE PHOTOGRAPHER AGREEMENT

APPENDIX ONE

Freelance Photographer - All Inclusive Rates w.e.f. 1st month year

Photo Shift:

Newspapers £85 to £150 (dependant upon experience)

Magazines £135 to £150

Inclusive of the following:

- 50 miles of mileage
- parking
- bridge tolls
- film and processing
-

Any expenses or mileage over 50 miles would be paid at a rate of £0.40 per mile (variable but up to the Company's own mileage rate) on the submission of written claims. Any additional expenses should have prior written agreement of the commissioning editor.

Desk shift:

Newspapers and magazines £65 to £115

Commissioned Picture Rate:

Price per picture commissioned £10 to £50 plus mileage + expenses

Mileage rate of £0.40 per mile (to a maximum equal to the company's own mileage rate)

Out of pocket expenses up to £7.00 per week (As per Company's Inland Revenue Dispensation / Concession)

"One-off work" commissioned:

Newspapers £100 to £115

Magazines £160 to £175

Use of Company owned Assets

The Company will charge for the use of any of its assets or materials used under the terms of this engagement. These are specified below:

1. Vehicle up to £20 per day
- 2, Computer Equipment up to £25 per day
- 3, Other £ specify

Review

The Company undertakes to review these payment rates on a periodic basis however without any obligation to increase.