

**PRIVATE AND CONFIDENTIAL**

*{Company name}*

*A Johnston Press plc Company*

**COVER LETTER OF ENGAGEMENT FOR FREELANCE JOURNALIST 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. reporting} 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 Journalist Agreement

*{Company name}*

*A Johnston Press plc Company*

### FREELANCE JOURNALIST / WRITER / SUBEDITOR AGREEMENT

The JP Company Limited (“the Company”) wish to formalise their terms and conditions for the engagement of [freelancer’s name] (“the Journalist”).

These are as follows:

#### Engagement

1. The **journalist / writer / subeditor** {delete as applicable} will be engaged to the Company as a Freelance Journalist for a period commencing {insert date} (“the Commencement Date”) at such times as shall be agreed between the Company and the Journalist, and will continue until terminated by either the Company or the Journalist on two week’s notice in writing or, earlier by the Company in accordance with Clause 4 ( the “Engagement”).
2. The Journalist agrees, on a non-exclusive basis, to produce the commissioned journalistic 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 Journalist of the obligations and warranties under this Agreement. The right to reject work on the basis of “Poor Quality” exists and rests with the {News Editor / Features Editor / Editor} and such work will be rejected, unpaid.
- 3a. Working Hours: During the Engagement, where the Journalist works significantly longer than the normal working hours the relevant Editor may, at their sole discretion, pay the Journalist 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. Assignment Rate: The Company agrees to pay an “assignment rate” for all completed commissioned assignments plus a mileage rate of {xx} pence per mile (limited to the company’s own maximum 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 Journalist 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 Journalist 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 Journalist 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 Journalist 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 Journalist 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 Journalist 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 Journalist's fees under this agreement, the Journalist 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 Journalist shall seek to reclaim such sums from HM Revenue and Customs (or any other competent statutory authority) as early as possible).
- 6.1** The Journalist will not be covered by the Company's Employers' Liability Insurance Policy. Responsibility for arranging and paying for adequate accident, travel and other insurance lies with the Journalist, with the exception of the Journalist'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 Journalist 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 Journalist will be personally responsible for the supply, repair, maintenance and all other such costs in respect of all their reporting equipment required for the performance of this Agreement and will also be responsible for appropriate insurance cover for such equipment.
- 8.** The Journalist 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 Journalist's part, the Journalist may be required to make good the loss or damage.

- 9a. The Journalist agrees that the Company shall not provide him any office space, office equipment / materials or secretarial support. {delete if not applicable}

OR

- 9b. [As a Sub Editor] the Journalist is required by the nature of the engagement to occupy space within the company premises and use computer equipment on the basis the engagement is impossible to complete without this provision. {delete if not applicable}

### **Commissioning & Remuneration**

10. You are commissioned to provide the following Services:  
[ insert details of Services here]
11. 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 Journalist 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 {insert days} 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 Journalist.
12. 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 {News Editor / Features Editor / 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.
13. Any additional material commissioned from you by The Company during the Engagement will be paid at a rate to be agreed in advance and in writing between you and the commissioning editor but will otherwise be subject to the terms and conditions of this agreement.

### **Obligations**

14. The Journalist 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 Journalist shall not, without the prior consent of the Company, incur any expenditure or costs on behalf of the Company.
16. The Journalist 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 Journalist warrants that no work made by the Journalist will in any way whatsoever be an infringement of copyright or be defamatory. The Journalist will indemnify the Company against any loss, injury or damage (including legal costs or expenses property incurred) occasioned to the

Company in consequence of any breach by the Journalist 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 Journalist 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 Journalist 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 Journalist shall be the sole absolute and unencumbered legal and beneficial owner of all rights in and to such copyright Work and the Journalist warrants that they have the right to grant to the Company the rights granted in this Agreement.
- 17.2 Any Work provided by the Journalist shall comply in all respects with the provisions of all relevant Codes of Practice, including the 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 Journalist and shall comply with the Company's house rules and style requirements.
- 17.3 The Journalist 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 Journalist, 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 Journalist 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 Journalist 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 Journalist 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 Journalist 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 Journalist's part he may be required to make good the loss or damage.

## **Personal computers and software**

21. The Journalist 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 Journalist 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 Journalist must abide by the provisions of the Data Protection Act 1998. The Journalist 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 Journalist undertakes not to deal with or generally use Personal Data in any manner outside his authorised duties.
23. The Journalist 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 Journalist 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, Right of Substitution**

- 24.1 If the Journalist is unable to perform the Services, due to illness, on a date which has been agreed with the Company the Journalist 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 Journalist 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 and/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 Journalist 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 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 Journalist in the provision of the Work and/or services without further payment to the Journalist. 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 Journalist 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 Journalist's name}, hereby accept the foregoing conditions.

Signed.....

Name:.....

Dated.....

Address:.....

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

**Freelance Journalist Agreement**

*{Company name}*

*A Johnston Press plc Company*

**FREELANCE JOURNALIST / WRITER / SUBEDITOR AGREEMENT**

**APPENDIX ONE**

**Freelance Journalist / Writer / Sub Editor - All Inclusive Rates w.e.f. 1<sup>st</sup> month year**

**Commissioned Services:**

Shift Rate                    £50 to £200 (dependant upon experience)  
Assignment Rate            £10 to £250 (dependant upon commission)

**Plus**

Any out of pocket expenses plus mileage up to limit specified in the Company's HMRC Dispersations & Concessions. Any additional expenses should have prior written agreement of the commissioning Editor.

**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.

Your engagement will be subject to the terms of the attached Freelance Photography 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.