

[Date]

Dear XXXX,

The following sets out the standard terms and conditions that shall apply between you (the "Contributor") and Pacific Magazines Pty Limited (the "Publisher") in respect of all contributions submitted by you to the Publisher ("the Material"). Please read and sign below after agreeing to the following terms and conditions:

Term

1. This agreement shall be effective upon signing by the Contributor and the Publisher and shall remain in effect until modified or terminated in accordance with clause 15 or clause 16 of these terms and conditions.

Material

2. The parties agree that in providing any Material, the Photographer will produce Material that reflects the maximum number of words required, the general tone, description and quality that is acceptable to the Publisher, and consistent with publishing standards, and the style of writing and usual age and demographic of the reader of the relevant magazine(s).
3. In providing the Material, it is agreed that the Photographer will be expected to:
 - (a) utilise their own skills and judgement in execution of the Work;
 - (b) provide their own tools, equipment and materials required to produce the Material.

The specific subject matter, due date and compensation of each piece of Material shall be determined with each individual assignment. Payments from the Publisher to the Photographer will be subject to receipt of a valid tax invoice to be send following delivery and acceptance of the Materials. Such invoice will be paid by the Publisher within 30 days of receipt.

The Publisher's Rights to Material

4. For each separate assignment that the Contributor undertakes for the Publisher, the parties will agree whether the assignment is being engaged on a "Commission-basis" or on a "Supplier-basis", on the understanding that:
 - (a) the Contributor is engaged on a "Commission-basis" where the Contributor has provided his/her services and created Materials in accordance with a brief supplied by the Publisher (regardless of who had generated the original idea for the brief).
 - (b) the Contributor is engaged on a "Supplier-basis" where the Contributor has created Material independent of any request from a specific commission from to do so, and has presented the Material to the Publisher with an offer that the Publisher purchase the material.

Each invoice submitted by the Contributor will note whether the work was performed on a commission basis or supplier basis. Where an invoice is silent on this issue, the Contributor shall be deemed to have been engaged on a Commission basis.

5.
 - (a) In respect of Material produced by the Contributor on a “Commission-basis”, in consideration for the compensation referred to in paragraph 3 the Contributor assigns to the Publisher all present and future rights (including copyright) subsisting in the Material anywhere in the world (including any renewals or extensions to such rights). Without limitation to this assignment, the Contributor acknowledges that the Publisher, its assigns and licensees have the right to utilise the Material (including any part of the Material) in any media currently known or hereafter created throughout the world in perpetuity, including (without limitation) any other magazine title and any website of the Publisher and any related entity.
 - (b) In respect of Material produced by the Contributor on a “Supplier-basis”, in consideration for the compensation referred to in paragraph 3 the Contributor grants to the Publisher an exclusive license to use the Material for the uses and period set out in separate agreement between the parties. Where no such separate agreement exists, the exclusive license shall be for the use in magazines (whether distributed in print, digital or electronic form or otherwise) and on related websites for a period of 12 months from first publication.
6. If the Publisher licences “Commissioned” Material to a third party in Australia or overseas for use in a publication which is not related to any of the Publisher’s publications, the Contributor shall receive 40% of the total cash revenue received and retained by the Publisher as its share of revenue from the licensing of such material.
7. If the Material or a substantial part of the Material is published by the Publisher, the Publisher will provide a credit to the Contributor on the same page as the Material PROVIDED ALWAYS that any failure to provide the credit will not be a fundamental breach of this agreement and the Publisher will not be liable for the default of any third party not under its control to correctly provide this credit.
8. Notwithstanding any other terms in this agreement in relation to the Material, the Contributor consents to the Publisher exercising its rights with respect to the Material by modifying the Material or any part thereof, without acknowledgment that the Material has been modified provided always that the Contributor’s Material is modified fairly and not prejudicial to their reputation.
9. Once the Material is provided to the Publisher it cannot be withdrawn by the Contributor/ Illustrator without the Publisher’s consent.
10. The Publisher is not obliged to publish the Material within a specified period of time or at all.
11. The Contributor will not seek injunctive relief against the Publisher or restrain the Publisher from publishing and distributing Material and agrees that this clause is fundamental to this agreement.

Warranties and indemnities

12. The Contributor represents and warrants that:
 - a. no part of the Material has been previously published (unless the use of previously published material has been expressly consented to by the Publisher);
 - b. the Material is an original work of the Contributor;
 - c. the Contributor is the sole owner of the copyright in the Material and has the right and power to grant the rights set out in these terms and conditions, free and clear of any third party interests; and
 - d. the Material will not be defamatory, and will not infringe the rights (including copyright) of any third party or otherwise be contrary to law.

13. a) Subject to paragraph (b), the Photographer indemnifies the Publisher against any and all liability, loss, costs and expenses (**Liability**) arising from or incurred in connection with any breach by the Photographer of any of the representations and warranties or other material term contained within this agreement.
- b) The Photographer's indemnity obligation in paragraph a) does not apply to the extent that the Liability has arise as a result of the negligence or wrongful act of the Publisher or from any changes to the Material made by the Publisher or made by the Photographer under the specific direction of the Publisher.

Publisher's right to reject Material

14. Without limiting or excluding any other right the Publisher may have, if the Publisher determines that the Contributor is unable at any time to fulfil the obligations set out in relation to the Material or the Contributor otherwise breaches this agreement, the Publisher will have the right by written notice to the Contributor to immediately reject the Material without obligation to compensate the Contributor for Material not provided, or Material provided to the Publisher that is incomplete or that does not comply with these terms and conditions, including any Material that does not reflect the specific number of photos or illustrations required, or the general tone, description or quality that is acceptable to the Publisher, as determined by the Publisher in its absolute discretion.

General

15. The Contributor acknowledges that they are an independent contractor and not an employee of the Publisher.
16. This agreement may be terminated by either party on 60 days written notice.
17. No variation of this agreement is binding unless it is agreed in writing and signed by both parties.
18. Clauses 4 to 13 survive the termination of this agreement.
19. This agreement is governed by the law applying in New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of any dispute under this Agreement.

Welcome to the Pacific Magazines team and I look forward to working with you.

Should you have questions please do not hesitate to contact me.

Kind Regards

[Pacific Representative]

CONFIRMED AND AGREED

CONTRIBUTOR NAME	
SIGNATURE	
DATE	
ABN	
Conditions (if applicable)	