



THE BEST OF SOUTH AUSTRALIA'S FLEURIEU PENINSULA
AND KANGAROO ISLAND.

Fleurieu Living Magazine
ABN 98 155 122 026
PO Box 111, Aldinga SA 5173

Editorial Commissioning Form

The Company: Fleurieu Living Pty. Ltd

Magazine Title and Issue Fleurieu Living Magazine – **Issue number**

Managing Director Petra de Mooy

The Writer **Name of Contributor**

Commissioned Work: **Description of commission @..... cents per word.**

Brief: **Description of brief**

**Please sign and send back this contract before submitting the article
(Scanned copies are ok.)**

Deadline: **Date required.**

Important information – Editorial essentials

- Please suggest a headline and standfirst;
- Plagiarism will not be tolerated;
- Please run a spell check before submitting and use British English throughout;
- Try to adhere to word count and deadline;
- If there are any issues regarding deadline please let us know in advance;
- Please caption and fully credit any images supplied;
- Ensure that all facts (addresses, phone numbers, names, ages, etc) are 100% correct, including spelling.

Fee:

Invoices: Submit invoices to the editor's email address. Fees should be quoted in Australian dollars, accompanied by full bank details to guarantee prompt payment.

This Agreement is made on **this date** between:

The Company: Fleurieu Living Pty. Ltd., ACN #155122026, PO BOX 111, Aldinga, SA 5173
and

The Freelancer: **Name of Contributor**

IT IS AGREED as follows:

1. The Freelancer has agreed with the Company, as set out below, that he/she will provide to the Company freelance Editorial Services for a fee agreed/to be agreed on a case by case basis.
- 1.2 Agreement will start on the date hereof and continue until terminated by either party
- 1.3 You warrant that
 - you are the author and the first owner of the copyright in the work
 - the work will not be obscene, defamatory or infringe the rights of any third party
 - you have the full right and title to grant to Fleurieu Living the rights hereby granted including for the purposes of Fleurieu Living's publication
- 1.4 Nothing in this agreement will create the relationship of agency or partnership or employer and employee between the Company and the Freelancer.

The parties agree that the terms hereof and the nature of the commission are confidential to the parties

2 Obligations of the Writer and Grant

- 2.1 The Freelancer grants the Company first serial rights, and a non-exclusive licence to display the article on the website corresponding to the publication it appears in.
- 2.2 Upon undertaking this commission the freelance agrees to refrain from reselling the article to competitor publications located within Fleurieu Living Pty. Ltd. territories for a period of 3 months from date of publication.
- 2.3 Should the Company re-use material subject to the Editorial Services in (a) an entirely different publication than that for which the material was originally commissioned or (b) in a subsequent edition of the same publication for which the material was originally commissioned but where additional revenue is directly generated for the Company from such material, then the Freelancer shall be paid an additional fee set at 50% of the original fee paid for this material.
- 2.4 For the avoidance of doubt, no additional fee shall be paid to the Freelancer should the Company use material on an associated website or for any other promotional purposes.

3 Payment of the Fee

- 3.1 The Writer shall render an invoice to the Company for payment of the Fee within thirty (30) days of the Deadline
- 3.2 The Company shall pay to the Writer the Fee on the first payment run after sixty (60) days of receipt of invoice
- 3.3 Payment will be made by electronic transfer or as otherwise agreed between the parties.
- 3.4 The Writer shall be responsible for any additional costs and expenses incurred by the Writer in respect of the Commissioned Work unless such additional costs have been prior approved by the Company in writing.

4 Term and Termination

4.1 This Agreement shall come into effect on the date of signing by the Freelancer and shall continue in force unless earlier terminated in accordance with clause 5.2.

4.2 Either Party may give notice in writing to the other terminating this Agreement with immediate effect:

4.2.1 in the event of bankruptcy or insolvency of the other party.

5 General

5.1 This Agreement sets out the entire agreement between the parties and supersedes all prior discussions between them and all agreements, statements, representation, terms and conditions, warranties, guarantees, proposals, communications, and understandings whenever given and whether orally or in writing.

5.2 Each Party agrees not to disclose to any third party any confidential information of the other Party at any time acquired during the existence of this Agreement and no reference is to be made to the terms of this Agreement by either Party in any advertising, publicity or promotional material without the prior written consent of the other Party.

5.3 Only employees of Fleurieu Living Pty. Ltd. (persons who work for the company under the terms of an employment contract) are covered by the company's insurance policies. Therefore, anybody commissioned on a freelance basis must obtain their own appropriate insurance cover.

5.4 Fleurieu Living Pty. Ltd. cannot be held responsible for loss, theft, damage to personal effects or any type of personal injury (resulting in) medical fees.

Definitions

For the purposes of this Agreement, the following expressions shall have the following meanings:

"Agreement" means this agreement, and the attached Commissioning Form, as may be varied by the Parties from time to time by agreement in writing

"Commissioning Form" means the form setting out the specifications for the Commissioned Editorial Work attached to this Agreement

"Deadline" means the date set out in the Commissioning Form

"Fee" means the fee set out in the Commissioning Form;

"Intellectual Property Rights" means all copyrights, patents, trade marks, design rights, database rights, rights in know-how, trade secrets, rights in confidential information and any other intellectual property rights or rights of a similar nature including registered and unregistered rights and any applications for registration, renewal, extension, division or reissue of the foregoing in any jurisdiction.

"Magazine" means the magazine and relevant issue detailed in the Commissioning Form in which the Commissioned Photographic Work will feature. Including digital versions of the magazine

"Magazine Website" means the website of the Magazine in which the Commissioned Photographic Work may feature, specified in the Commissioning Form.

"Specifications" means the specifications for the Commissioned Photographic Work as set out in the

Commissioning Form and as may be amended from time to time by the Company on reasonable notice to the Photographer.

Headings are for convenience only and shall be ignored in the interpretation of this Agreement

By signing below you accept the terms of this Commissioning Form and the attached Agreement and have read and understood all pages 1 - 4,

For and on behalf of the Writer:

Name of Contributor

Signature

Date