

[Date]

[Writer Name]

[Address]

[Address]

[Address]

Dear [Writer Name]

In recognition of your role as a valued contributor to Pacific Magazines Pty Ltd ("the Publisher"), I am informing you of some changes that have been made with respect to our agreements with contributors. Pacific Magazines recognises that in this rapidly changing media landscape, the use of content has extended beyond the printed version of a magazine. To this end, we have drafted a new set of terms and conditions that will allow Pacific Magazines to purchase the material from you, and in some instances, to provide you with additional compensation where that material is licensed or syndicated at a later time. We believe that going forward, such an arrangement will help Pacific Magazines to make the most of your material, whilst ensuring you are rewarded for your efforts.

Therefore, Pacific Magazines provides the standard terms and conditions that apply to all Contributions submitted by you ("the Material") in this letter. Please read and sign below after agreeing to the following terms and conditions:

Term

1. This agreement shall be effective upon signing by the Writer 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 Writer 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. The specific subject matter, due date and compensation of each piece of Material shall be determined with each individual assignment.
4. If the Publisher licences the 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 Writer 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.

The Publisher's Rights to Material

5. In consideration for the compensation referred to in paragraph 3 the Writer 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 Writer 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.

6. If the Material or a substantial part of the Material is published by the Publisher, the Publisher will provide a credit to the Writer 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.
7. Notwithstanding any other terms in this agreement in relation to the Material, the Writer 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 Writer's Material is modified fairly and not prejudicial to their reputation.
8. Once the Material is provided to the Publisher it cannot be withdrawn by the Writer without the Publisher's consent.
9. The Publisher is not obliged to publish the Material within a specified period of time or at all.
10. The Writer 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

11. The Writer 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 Writer;
 - c) the Writer 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.
12. The Writer indemnifies the Publisher against any and all liability, loss, costs and expenses arising from or incurred in connection with any error made by the Writer with respect to the material, any breach by the Writer of any of the representations and warranties contained within this agreement, or any other liability, loss, costs and expenses that arise as a result of a breach of this Agreement by the Writer.

Publisher's right to reject Material

13. Without limiting or excluding any other right the Publisher may have, if the Publisher determines that the Writer is unable at any time to fulfil the obligations set out in relation to the Material or the Writer otherwise breaches this agreement, the Publisher will have the right by written notice to the Writer to immediately reject the Material without obligation to compensate the Writer 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

14. The Writer acknowledges that they are an independent contractor and not an employee of the Publisher.
15. This agreement may be terminated by either party on 60 days written notice.
16. No variation of this agreement is binding unless it is agreed in writing and signed by both parties.

- 17. Clauses 4 to 13 survive the termination of this agreement.
- 18. 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

WRITER NAME	
SIGNATURE	
DATE	
ABN	
Conditions (if applicable)	