



[Date
Name of Supplier
Address of Supplier]

[Supplier Ref:

FFP Ref:]

Dear [name of Supplier]

We are delighted to appoint you as a writer from whom we intend to commission copy on behalf of our clients.

Before we can commission copy from you, we require that you agree to the terms set out below. These simply confirm the basis of the relationship between us, that the copy you will supply is your original work and that you have obtained permission for us and our clients to publish any elements (such as photographs or quotes) which belong to a third party.

As the requirements for the delivery of our services are flexible, the arrangement with you will also need to be flexible. If we have a requirement for copy we will contact you (by e-mail) with:

1. Details of the copy required, for example, the topic or subject matter and length.
2. The deadline by which the copy is required.
3. The amount you will be paid for the copy.

If you wish to take the work offered (whether we notify you of work or the work is posted on our website), you must reply to us at the earliest opportunity. You will appreciate that we use a number of writers and may be offering the same work to a number of people, in this case we are likely to appoint the first to respond positively. We will confirm if we wish you to undertake the work and this confirmation will create a binding contract between us.

You are under no obligation to take any of the work offered and we are under no obligation to give you any particular level of work or even any work at all. You are free to take any other job or work you may wish to undertake.

When you submit copy for a client, we will review it and confirm within one week of receipt whether the copy satisfies the requirements of our client (whether on grounds of quality, content or otherwise). In the event that the copy is not satisfactory we shall inform you and, time permitting, allow you to re-work the copy or any part of it. If we consider that the quality of copy is below the acceptable standard we may terminate the contract for that copy, prepare the copy ourselves or reassign it to a third party writer to prepare.

You acknowledge that we may only be paid once we have provided the copy ordered by our clients (in accordance with our standard terms of contract) and as a result we will invite you



to render your invoice for the agreed amount once we have been paid. This will serve to minimise the period between invoice and payment. In cases where the client cancels the requirement for the copy (even after it may have been provided), we will attempt to negotiate a “kill fee” and will pay you a significant proportion of the “kill fee”.

In respect of the copy you will provide, it is fully understood and agreed that the ownership of all and any copyright and other intellectual property rights in such copy will belong exclusively to Fit For Print Limited. Further you agree to undertake all acts and execute all documents to confirm the ownership of the copyright and other intellectual property rights in the copy.

You must also supply the copy in accordance with any specifications and instructions as may be provided by us and in strict accordance with the deadline specified.

As we will licence the copy to our clients we require your warranty to us that:-

- 1 The copy will be original and not copied identically or substantially in whole or in part from any other work or material which is the subject of any intellectual property rights owned by any third party and the publication or other use of the copy by us and/or our clients will not infringe the rights of any third party;
- 2 No other person will be involved with you in the creation of the copy;
- 3 You will not grant or assign any rights of any nature in the copy to any third party whatsoever in any part of the world;
- 4 If any part of the copy will not be original to you, you will identify to us those parts of the copy which are not original and you will secure all necessary permissions (at your expense) to enable us and/or our clients to use the copy free from any encumbrance, claim or payment;
- 5 You waive any and all moral rights and all and any like rights to which you may be entitled in the copy by virtue of the Copyright, Designs & Patents Act 1988 so far as you may lawfully do so. We will determine with our clients whether you will be named as the author of the copy and to what extent (if any) the copy will be edited, amended or combined with any other material.

You agree that as we may be identifying our clients to you, you will not directly or indirectly canvas or approach any client (whether you have undertaken work for them or not) with a view to providing copy, services or material without our prior consent. This will not prevent you responding to publicly placed job advertisements.

In the course of a commission you will become privy to information owned or controlled by us and our client which is not in the public domain. This may include client names, intended articles and forthcoming features. To protect both our interests we agree that all information we share with each other will be treated as strictly confidential, other than the product of the commission which is intended for publication.



You agree to indemnify and hold harmless us and our clients against all and any losses arising out of or relating to any breach or alleged breach of the terms of this letter (including any claim that use of the copy infringes or violates the intellectual property rights of any third party).

It is your responsibility to pay your own tax and national insurance and to cover any expenses you may incur providing the copy. You are also responsible for your own holiday and sick pay. You are an independent contractor (not an employee) and nothing in this letter shall render you an employee, agent or partner of Fit For Print Limited.

As you will potentially have liability for any losses incurred by us and/or our clients in connection with the provision of the copy by you, you must secure and maintain a suitable insurance policy to guard against these risks.

We trust the above is agreeable to you and look forward to receiving the countersigned and dated copy of this letter to confirm your agreement to the terms of this letter.

We look forward to hearing from you.

Yours faithfully

**For and on behalf of
Fit For Print Limited**

I hereby acknowledge and confirm my agreement to the above terms.

Signed.....
[Print name of Supplier]

Date: