

The Sybarite External Contributors Policy

A. SCOPE AND COMMENCEMENT OF THESE TERMS

The following Terms relate to **The Sybarite London Ltd** (a subsidiary of Chesamel Group) and other paper and online publications owned by Chesamel Group Ltd (jointly and separately referred to in these Terms as 'The Sybarite'). These Terms set out The Sybarite's agreement with freelance contributors ('Freelancers').

'Material' means any copyrighted work as set out in the copyright legislation and covers Material intended for publication as well as background Materials which have been used directly or indirectly for Material intended for publication.

By submitting Material for publication, or by agreeing to prepare Material for publication Freelancers agree to be legally bound by these Terms which will take effect immediately. These Terms are the terms of business that will apply to all Material Freelancers provided however supplied - commissioned, sent on spec or any other arrangement. If Freelancers do not agree to be legally bound by all of the following terms they should not access or contribute to The Sybarite or offer their Material for publication.

B. VARIATION OF THESE TERMS

B.1. These Terms will not be varied, the only exception to that would be in the event that a Director of The Sybarite or the Editor has expressly agreed in writing to a variation. If any Freelancer or external contributor is not happy with these Terms then they should not offer The Sybarite any Material, nor accept a commission, nor post any comments on the Website including Blogs. Any Material posted or supplied to The Sybarite for publication is deemed to have been supplied in full knowledge and acceptance of these Terms.

B.2. The Sybarite may change these Terms at any time by posting the changes online and it is the Freelancer's responsibility to check them every time they: submit Material for publication, access the blog or forum areas of The Sybarite's Websites or wish to make a comment. If any freelancer or blogger is not happy with these Terms then they should not offer The Sybarite any Material or accept a commission from The Sybarite. Your continued or renewed use of The Sybarite's Websites after such changes are posted means Freelancers agree to be bound by these Terms as amended.

C. RIGHTS IN THE MATERIAL

Summary:

C.1. It is very important for both parties that there is a clear understanding early on over who can exercise which rights in the Material. As is the case with other publishers, The Sybarite needs to have certain rights to allow it to make further use of the contents within the work provided.

C.2. The Sybarite will require the exclusive right to first publication in any medium in the case of commissioned Material; if not, this will be made clear to the Freelancer in writing by their editorial contact at The Sybarite. There may be occasions when there is a delay in publishing your Material. Should this be the case, after a reasonable time has elapsed

from the date when the Freelancer submitted their Material, it may be possible to request a waiver by The Sybarite of its exclusive right to first publication of their Material. Such a variation to these Terms must be negotiated with their editorial contact at The Sybarite in writing.

The Sybarite will only have exclusive rights to commissioned material, unless otherwise agreed, all other material will be non-exclusive.

C.3. Unless otherwise agreed:

(a) The Freelancer retains copyright.

(b) The Sybarite has the following rights, which are worldwide, perpetual, irrevocable and sub-licensable:

(b)(i) the right to syndicate, distribute, licence, republish or retransmit the Material in all present and future media and formats, including print, electronic, online, telephony, mobile and tablet apps and others.

(b)(ii) the rights in the title, format and any pseudonym used in respect of the Freelancer's Material.

(c) In addition The Sybarite also has the following non-exclusive rights which apply to all of the Freelancer's Material submitted to The Sybarite and any Contribution made by the Freelancer, whether that includes text, photographs, graphics, video or audio in any format:

(c)(i) the right to store the Freelancer's Material in any database or archive in any present or future media or format. The Freelancer is free to store and allow access to their Material on databases for personal purposes provided nothing competes or conflicts with the rights they have granted The Sybarite; and

(c)(ii) in respect of all of the above, the right to translate, amend, cut or alter your Material as The Sybarite deem appropriate.

(d) The exercise by the Freelancer of any of these rights is conditional on it not leading to any conflict of interest with The Sybarite, and to their procuring a proper acknowledgement to The Sybarite and its product is given on any further use of the Freelancer's Material together where possible.

(e) The Freelancer agrees that The Sybarite can use an image of them in association with their Material for purposes of publicity, promotion and any other activity related to the exercise of its rights under these Terms.

D. EDITORIAL STANDARDS

The Sybarite holds a high journalistic standard for The Sybarite's publications. Anyone who supplies Material to any of the publications or contributes to The Sybarite must ensure that their conduct and the Material they submit are ethical, legal and proper. The Sybarite reserves the right to refuse to publish the Material if, in The Sybarite's sole opinion, it determines the Material to be obscene, scandalous, defamatory, infringing, or otherwise

inappropriate for publication. In such case, The Sybarite will bear no further responsibility with regard to production of the Material. The Author shall not be entitled to a refund of the cost of Publication.

Should any complaint about the Freelancer's Material be made or intimated at any time before or after publication they should not respond in any way but promptly notify us. We must have sole and unfettered control over the handling of any complaint including the outcome or resolution. We will endeavour to discuss a complaint with the Freelancer at relevant times. The Freelancer agrees to use their best endeavours to assist us in responding to a complaint, providing all possible cooperation promptly and fully whether or not specifically requested by us. This also applies to complaints the Freelancer may receive about Material appearing in third party publications other than the Sybarite's. This cooperation may, if we so request, include providing us with originals of the Freelancer's background Material and information, including access to the Freelancer's sources for the Sybarite's use for legal or compliance purposes. The Freelancer will not at any time dispose of any materials which could be relevant to a potential complaint without our prior approval. The Freelancer agrees to notify us at once should they discover anything which could render their Material, or a story wholly or partly based on their Material, at risk of breaching any law or regulation or potentially place them in breach of any of these Terms.

The Freelancer agrees that they will not talk to any person about a complaint without our prior approval and will maintain confidence in the story before publication and, as far as is appropriate, after publication.

The Freelancer must tell us about any potential conflict of interest, whether actual or potential, as well as anything which could possibly be perceived as such. The Freelancer should raise any issue, preferably in writing by email to the person with whom they have contact in The Sybarite.

It is also a term of acceptance of the Freelancer's Material that they agree to comply with the Data Protection Act 1998.

If the Freelancer's has any queries on these points, or uncertainty about any aspect of conduct or the Material they are submitting, they should raise it with the person with whom they have contact in The Sybarite.

D. WARRANTIES, INDEMNITIES AND LIABILITY

D.1.(i). The Freelancer warrants that the Material:

(a) is their own original work and that neither it, nor any exploitation or use of it which The Sybarite might make, will infringe any person's rights, including but not limited to copyright, intellectual property, privacy, performance, data protection or any other right;

(b) is not defamatory of any person or entity; and

(c) is not likely to render the Freelancer or The Sybarite in contempt of court or in breach of any criminal law, including (but not limited to) improper obtaining, processing or disclosure of data, surveillance, harassment, trespass, bribery or any other law or regulation whether during the course of their journalistic activities or otherwise.

D.1.(ii).The Freelancer hereby agrees to indemnify The Sybarite against all costs, claims, losses and liabilities incurred or suffered by The Sybarite as a result of any breach of their warranties or obligations under these Terms.

D.2. To the extent permissible in law, The Sybarite will not be liable for any loss including but not limited to the following (whether such losses are foreseen, known or otherwise) loss of data, loss of revenue or anticipated profit, loss of business, loss of opportunity, loss of goodwill or injury to reputation, losses suffered by third parties, any indirect, consequential or exemplary damages.