

**EN BLOC PUBLICATIONS LTD**  
**CONTRIBUTION TERMS AND CONDITIONS**

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in these terms:

<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>"Contract"</b>	these terms, the relevant Submission and the Submission Confirmation.
<b>"Contribution"</b>	the literary or artistic works included in the Submission and identified on the Submission Confirmation.
<b>"Copyright"</b>	all copyright and rights in the nature of copyright subsisting in the Contribution in any part of the world to which the Licensor is, or may become, entitled.
<b>"Effective Date"</b>	the date on which En Bloc issues the Submission Confirmation.
<b>"En Bloc"</b>	En Bloc Publications Ltd registered in England and Wales with company number 12949491 whose registered office is at Flat 2, 5 Princes Street, Bude, England, EX23 8AT.
<b>"Licence Fee"</b>	the licence fee (inclusive of VAT) specified on the Website which is payable for each page of the Contribution which can reproduced within a size of 240mm x 170mm.
<b>"Licensor"</b>	the owner of the Contribution, or the agent acting on behalf of the owner of the Contribution, who sends the Submission to En Bloc and is identified on the Submission Confirmation.
<b>"Net Sales Price"</b>	the actual invoiced price less any costs of packing, insurance, transport, delivery, VAT and any other government taxes, duties or levies, and trade discounts and other allowances granted.
<b>"Product"</b>	the hard copy prints on which the Contribution has been reproduced pursuant to clause 4.2.
<b>"Publication"</b>	the magazine published by En Bloc under the title "En Bloc" which may be distributed in all media (including print, online and via mobile applications).
<b>"Submission"</b>	the Licensor's submission sent (by email or post) to En Bloc which includes a copy of the Contribution.
<b>"Submission Confirmation"</b>	the submission confirmation sent by En Bloc to the Licensor accepting the Licensor's Submission and identifying the relevant Contribution (or part of it).
<b>"VAT"</b>	value added tax or any equivalent tax chargeable in the UK or elsewhere.

**“Website”** En Bloc’s website currently located at <https://enbloc.co.uk/magazine> together with such other websites which may be developed by En Bloc from time to time.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 A reference to **writing** or **written** includes fax and email.
- 1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. APPLICATION OF TERMS**

- 2.1 These terms shall:
  - (a) apply to and be incorporated in the Contract; and
  - (b) prevail over any inconsistent terms that the Licensor seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

## **3. BASIS OF CONTRACT**

- 3.1 The Licensor’s Submission constitutes an offer by the Licensor to licence the Contribution to En Bloc in accordance with these terms.
- 3.2 The Submission shall only be deemed to be accepted when En Bloc issues a Submission Confirmation, at which point the Contract shall come into existence.
- 3.3 The Contract will only relate to the Contribution set out on the Submission Confirmation. En Bloc is not obliged to accept any other contribution until the licence of such contribution is confirmed in a Submission Confirmation.

## **4. GRANT OF LICENCE**

- 4.1 In consideration of the payment of the Licence Fee, the Licensor hereby grants to En Bloc a non-exclusive, worldwide licence under the Copyright to use the Contribution for the full period of Copyright protection (including all periods of renewal, extension and revival of the Copyright and thereafter in perpetuity) to do the following acts subject to, and in accordance with, the terms of the Contract:
  - (a) publish, distribute, exhibit, edit, use and otherwise exploit the Contribution in the Publication whether alone or incorporated in or in conjunction with other works and in all media whether now known or devised in the future, including without limitation print, digital and audio formats;
  - (b) reproduce the Contribution in any advertising or promotional material relating to the Publication; and
  - (c) use the Contribution for any and all internal, archival, historical or editorial purposes.
- 4.2 If agreed by the Licensor and subject to clause 5.3, the Licensor hereby grants to En Bloc a non-exclusive, worldwide licence under the Copyright to use the Contribution for the full

period of Copyright protection (including all periods of renewal, extension and revival of the Copyright and thereafter in perpetuity) to reproduce the Contribution on the Product and sell the Product to third parties.

## **5. LICENCE FEE AND PAYMENT**

5.1 The Licence Fee shall be confirmed on the Submission Confirmation.

5.2 On the Effective Date En Bloc shall pay to the Licensor the Licence Fee in consideration for the licence granted at clause 4.1.

5.3 If the Licensor has agreed to grant the licence at clause 4.2, En Bloc shall:

- (a) pay to the Licensor a royalty of 65% of the Net Sales Price of each Product that is sold by En Bloc (the “**Royalty**”);
- (b) submit to the Licensor monthly statements setting out the following:
  - (i) the number of Products (if any) sold during the previous month;
  - (ii) the Net Sales Price of each Product sold during the previous month; and
  - (iii) the amount of royalties due to the Licensor.
- (c) pay the Royalty due (if any) to the Licensor within 30 Business Days of the end of each successive calendar month.

5.4 The Licence Fee and Royalty shall be paid in sterling to the credit of a bank account to be designated in writing by the Licensor.

5.5 The Licence Fee and Royalty is inclusive of VAT.

5.6 The provisions of this clause 5 shall remain in effect notwithstanding termination of the Contract.

## **6. LICENSOR’S OBLIGATIONS**

6.1 The Licensor warrant that:

- (a) it has not published the Contribution (other than in its personal website portfolio or on its social media accounts) in any media in any part of the world and that En Bloc shall be the first publisher of the Contribution;
- (b) it shall provide the Contribution to En Bloc in dimensions of no less than 240 millimetres by 170millimetres and at a resolution of no less than 300PPI ;
- (c) it is the sole legal and beneficial owner of the Contribution, or is an agent authorised to act on behalf of the owner who is the sole legal and beneficial owner of the Contribution, and has full authority to enter into the Contract;
- (d) it is not aware of any claim by any third party that the Contribution, or the exploitation of the Contribution, has infringed or will infringe any rights of any third party and the Licensor agree to immediately inform En Bloc if the Licensor become aware of any such claim;
- (e) the Contribution does not incorporate any material that infringes the copyright or any other intellectual property rights of any third party, nor does it contain any obscene, blasphemous or defamatory matter;

- (f) if the Contribution is a photograph, all persons appearing in the Contribution have signed a model release; and
- (g) it has secured all third-party permissions and releases necessary to grant the licence at clause 4 to En Bloc.

6.2 If the Licensor is an agent acting on behalf of the owner of the Contribution, it further warrants that:

- (a) it is permitted to represent itself as an agent of the relevant owner of the Contribution and shall confirm the identity of the owner of the Contribution to En Bloc in writing;
- (b) it is permitted to give any condition or warranty on the owner of the Contribution's behalf;
- (c) it may make any representation on the owner of the Contribution's behalf;
- (d) it may commit the owner of the Contribution to any contract; and
- (e) it may otherwise incur any liability for or on behalf of the owner of the Contribution.

6.3 The Licensor shall indemnify En Bloc against all damages, losses and expenses arising as a result of any action or claim that the Contribution infringe the copyright or any other intellectual property rights of any third party or contains any obscene, blasphemous or defamatory matter.

## **7. CONFIDENTIALITY**

7.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, subscribers, contributors, clients or suppliers of the other party, nor any of the terms of the Contract, except as permitted by clause 7.2.

7.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with the obligations set out in this clause 7 as if they were a party to the Contract; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with the Contract.

## **8. DATA PROTECTION**

En Bloc will collect and process information relating to the Licensor in accordance with its privacy policy displayed on the Website.

## **9. PROTECTION OF THE COPYRIGHT**

9.1 En Bloc shall immediately notify the Licensor in writing giving full particulars if any of the following matters come to its attention:

- (a) any actual, suspected or threatened infringement of the Copyright;

- (b) any claim made or threatened that the Contribution infringes the rights of any third party; or
- (c) any other form of attack, charge or claim to which the Copyright may be subject.

## **10. MORAL RIGHTS**

- 10.1 The Licensor (or the owner of the Contribution if the Licensor is acting as an agent), being the sole author of the Contribution, asserts the Licensor's moral right under Chapter 4 of the Copyright, Designs and Patents Act 1988 to be identified as the author of the Contribution.
- 10.2 En Bloc shall ensure that each publication of the Contribution shall bear the following notice (which the Licensor confirms will be sufficient to identify the Licensor as the author of the Contribution for the purpose of the moral right asserted under clause 10.1):

*"© [YEAR OF CREATION] [NAME OF LICENSOR]"*

## **11. LIMITATION OF LIABILITY**

- 11.1 The following provisions set out the entire financial liability of En Bloc (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Licensor in respect of:
  - (a) any breach of the Contract howsoever arising; and
  - (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these terms excludes the liability of En Bloc:
  - (a) for death or personal injury caused by En Bloc's negligence; or
  - (b) for fraud or fraudulent misrepresentation.
- 11.4 Subject to clause 11.3, En Bloc shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 11.5 Subject to clause 11.3 and clause 11.4, En Bloc's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 200% of the License Fee paid by En Bloc to the Licensor.
- 11.6 This clause 11 shall survive termination of the Contract.

## **12. DURATION AND TERMINATION**

- 12.1 This agreement shall commence on the Effective Date and continue for the full period of Copyright protection (including all periods of renewal, extension and revival of the Copyright and thereafter in perpetuity) unless terminated earlier in accordance with the clause 12.2.

- 12.2 En Bloc may terminate the Contract by notice with immediate effect if:
- (a) the Licensor commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - (b) the Licensor takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Licensor (being an individual) is the subject of a bankruptcy petition, application or order;
  - (d) the Licensor suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - (e) the Licensor other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;
  - (f) the Licensor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or
  - (g) any of the warranties given by the Licensor in clause 6 is found to be untrue or misleading.
- 12.3 On termination of the Contract for any reason, and subject to any express provisions set out elsewhere in the Contract, En Bloc shall for a period of 90 days after the date of termination have the right to sell all stocks of the Product in its possession, provided that any royalty payable under the provisions of clause 5.3 is paid to the Licensor within 120 days after the date of termination.
- 12.4 The licences granted at clauses 4.1 and 4.2 are perpetual and shall survive termination of the Contract.
- 12.5 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect, including the perpetual licence granted at clauses 4.1 and 4.2.
- 13. ASSIGNMENT AND OTHER DEALINGS**
- 13.1 The Licensor shall not, without the prior written consent of En Bloc, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.2 En Bloc may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

**14. FURTHER ASSURANCE**

Each party shall (at its own expense), and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.

**15. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**16. ENTIRE AGREEMENT**

16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**17. VARIATION**

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. SEVERANCE**

18.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

18.2 If any provision or part-provision of the Contract is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**19. NOTICES**

19.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to its email address set out on the Submission Confirmation.

19.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. In this clause 19.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **20. THIRD PARTY RIGHTS**

20.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## **21. NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

## **22. GOVERNING LAW AND JURISDICTION**

22.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.