



The Celebrity Features Agency

## Terms

- 1.** In this Agreement the terms **(a)** text includes an interview, article or news story which may be offered for the purposes of reproduction; **(b)** reproduction includes any form of publication or copying of the whole or part of any text, whether or not altered.
- 2.** This agreement constitutes a contract between **(a)** **HOT Features Ltd** and the **Client**; and **(b)** the journalist and the **Client**. No variation of these terms of conditions herein shall be effective unless agreed in writing by **HOT Features** and the **Client**. Rights given or licences granted in respect of text are given by the journalist direct to the **Client**; **HOT Features** acts as agent only.
- 3.** Text is supplied on loan and no property or copyright in text shall pass to the **Client** whether on their submission to the **Client** or on any subsequent grant of reproduction of rights.
- 4.** **(a)** Reproduction rights (if and when granted) of text are strictly limited to the use, period of time and territory specified on the **HOT Features** invoice and unless otherwise agreed in writing relate to a single use in one language only for a single country; **(b)** reproduction, if granted, is for print use only. Website reproduction rights must be agreed separately; **(c)** Any reproduction rights are non-exclusive except when specified on the invoice; **(d)** Reproduction rights granted are personal to the **Client** and may not be assigned nor sub-licensed nor may any text be loaned or transferred to third parties save for the purpose of the exercise by the **Client** of such reproduction rights; **(e)** Any reproduction rights granted are by way of licence only and no partial or other assignment of copyright shall be implied.
- 5.** **(a)** Until **HOT Features** has issued an invoice for a reproduction fee neither party is committed to grant or acquire any reproduction rights in any text. After a fee has been agreed and the invoice issued there is a firm, binding contract whereby (i) the journalist undertakes, on payment to grant reproduction rights; and (ii) the **Client** undertakes to pay the fee. If after invoice but before payment the **Client** requests cancellation of any agreed reproduction rights, **HOT Features** may at its discretion cancel subject to the **Client** paying a cancellation fee. **(b)** The **Client's** right to reproduce text arises only when both terms are agreed and the invoice relating to the grant of such right is fully paid. Any reproduction before payment of the invoice or outside the terms of any licence granted is an infringement of copyright and also a breach of this Agreement entitling **HOT Features** and/or the journalist to rescind the Agreement and rendering the **Client** liable for the payment of damages. **(c)** The **Client** undertakes to indemnify **HOT Features**, and the journalist in respect of any claims or damages or any loss or costs arising in any manner from any unauthorised reproduction.
- 6.** **(a)** The invoice shall be paid within 30 days of issue save in the case of newspaper, periodical and broadcasting clients where, if **HOT Features** agrees in advance, payment may be made no later than the end of the calendar month immediately succeeding publication or use. **(b)** If payment is not made in accordance with **(a)** above, then **HOT Features** may rescind this Agreement and recover damages or, as its option, may elect to pursue a claim for the fee and charge interest on the overdue amount at 12% per annum from the date of invoice on its own account or as agent for the journalist on the outstanding balance.

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**7.** On the **Client's** death or bankruptcy or (if the **Client** is a Company) in the event of a Resolution, Petition or Order for winding up being made against it or if a Receiver is appointed any licence granted shall immediately cease and the commitment to grant under **5 (a)** above ceases forthwith. **HOT Features** may at any time inspect any records, accounts and books relating to the reproduction of the **HOT Features** text to ensure that the text is being used only in accordance with the reproduction rights granted to the **Client**.

**8. (a)** A credit is important to the journalist and to **HOT Features**; accordingly unless otherwise agreed in writing, if any text is reproduced omits the copyright notice or credit line specified the reproduction fee payable by the **Client** shall be subject to an increase. **(b)** The right to a credit is asserted in accordance with sections 77 and 78 of the Copyright Designs and Patents Act 1988.

**9. (a)** Electronic use, scanning, storage or transmission of any text is forbidden without the express written permission of **HOT Features** in advance. **(b)** The **client** undertakes to supply any information reasonably requested with regard to infringement measures.

**10.** In the case of printed publications, two copies of the relevant pages containing any text supplied are to be furnished to **HOT Features** by the **Client** free of charge within two weeks of publication. In other media, evidence of use, must be made available if requested.

**11.** While **HOT Features** takes all reasonable care in the performance of this Agreement generally, **HOT Features** shall not be liable for any loss or damage suffered by the **Client** or by any third party arising from use or reproduction of any text, such as from the **Client's** editing, headlines and / or photographs, or from the **Client** taking material supplied by **HOT Features** out of context to distort its original meaning. Further, **HOT Features** shall not, in any case or circumstance, be liable in relation to the grant of any reproduction rights by its principal, the journalist or in relation to infringement, contract or defamation.

**12.** It is the **Client** who must satisfy oneself that all necessary rights, trade mark permissions, or consents which may be required for reproduction of people, places or items depicted or referred to within any text is obtained. It is acknowledged that neither the journalist nor **HOT Features** gives any warranty or undertaking that any such rights, releases or consents are or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or artistic work depicted in any text. In the event that the text is used or reproduced by or with the authority of the **Client** then the **Client** shall indemnify both **HOT Features** and the journalist against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained.

**13.** This agreement shall be subject to, and construed according to, English Law. The parties agree to accept the exclusive Jurisdiction of the Courts of England.

### **HOT Features Ltd**

28 Harvey Road, London, N8 9PA

**W** [hotfeatures.co.uk](http://hotfeatures.co.uk)

**E** [info@hotfeatures.co.uk](mailto:info@hotfeatures.co.uk)

**T** +44 (0) 20 8348 3464

**M** +44 (0) 7787 918 919