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Terms & Conditions for Contributed Content

1. License of Contributed Content

a. By signing this contract you are assigning to Jam Press an non-exclusive license to all the rights you hold in the Contributed Content. You are granting Jam Press a licence to use such Contributed Content in any way that Jam Press may reasonably decide, in any form or media throughout the world for the duration of this contract (for Termination, see Section 4). This includes, without limitation, the right to sell, distribute and publish the Contributed Content on any platform or publication chosen by Jam Press to best maximise the revenue potential of the Contributed Content (including, without limitation, on Jam Press owned websites and video platforms). You also agree that Jam Press may grant further licences to other parties (including, without limitation, other news agencies and media outlets) to use the Contributed Content on similar terms.

b. You confirm that the Contributed Content belongs to you, you are the copyright holder, and that you have the right to share or submit the Contributed Content to Jam Press. You also confirm that the content or information you have provided to Jam Press is truthful and factually correct. Provided you are the owner of the Contributed Content, you will continue to own all copyright and other similar rights in the Contributed Content.

c. The above licence is granted by you on an non-exclusive basis from this moment forward.

d. You acknowledge that Jam Press will have the right to take legal action against anyone who infringes the above rights; however Jam Press will not be obliged to do so.

e. If you sign this agreement without the correct legal authority, or if the Contributed Content is subject to a prior licence agreement as outlined above in paragraph 1e, Jam Press reserves the right to withhold payment.

2. Standards and editorial control

a. You confirm that the Contributed Content is not illegal or unlawful in any way and has not been the subject of any actual or threatened court or other legal proceedings. In particular, you confirm that the Contributed Content is not defamatory and does not infringe anyone else's rights (including privacy rights).

b. You also confirm that you have the consent of anyone who is identifiable in any Contributed Content or the consent of their parent/guardian if they are under the age of 16.

c. Jam Press reserves the right to cut, crop, edit or otherwise modify the Contributed Content in any way for editorial and operational reasons. Jam Press also reserves the right, without any liability to you, to remove any Contributed Content entirely at the discretion of Jam Press for example if Jam Press believes or is notified that any Contributed Content does not comply with these Terms.

3. Publication and credit

a. Jam Press does not guarantee that it will use any Contributed Content or that any of the parties that it has licensed to use any Contributed Content will publish it.
b. Jam Press will distribute your Contributed Content with a byline in the format “[Your Name] / Jam Press" unless you request otherwise. However the final discretion lies with the publisher and Jam Press therefore cannot guarantee that you will receive credit for any Contributed Content.

4. Termination

a. This agreement commences on the date it is signed and shall continue until either you or Jam Press terminates it in writing.

b. Either you or Jam Press may terminate the agreement at any time, provided that written confirmation is given with at least 28 days’ notice.

c. Upon termination, the rights granted by you to Jam Press as outlined in section 1 above will cease subject to the 28 day notice period.

d. Upon termination, Jam Press will cease to distribute, sell or publish the content and will cease all marketing activity around the content subject to the 28 day notice period.

e. Upon termination, Jam Press will use all reasonable efforts to notify users of the content that it no longer holds the licensing rights subject to the 28 day notice period.

f. Jam Press will continue to accrue all revenues earned and agreed prior to the termination date.

g. Jam Press will pay all revenues due to you under the terms of this licence that were accrued prior to the termination date.

h. All usage rights in the Contributed Content licensed by Jam Press to third parties as permitted in 1a prior to termination will remain under the terms agreed by Jam Press at the time of licensing including but not limited to duration, territory and media.

i. Licensing rights for the period prior to the termination date cannot be transferred by you to another party or licensing agency.

5. Privacy

a. Jam Press is registered as a data controller with the ICO under number ZA865442. Our Privacy Policy explains what personal data we process about you, why we process it, the lawful reasons we have for processing it and how long we keep it for. It also explains your rights in relation to your personal data. You are encouraged to read our full privacy policy which is available at www.jampress.co.uk/privacy-policy/

6. Other important terms

a. Jam Press is the trading name of Jam Press Limited, a limited company registered in England and Wales under company number 10564468 at 63/66 Hatton Garden, Fifth Floor, Suite 2 London, EC1N 8LE.

b. When these Terms refer to any matter being agreed “in writing”, this will include e-mail.

c. Jam Press may transfer its rights and obligations under these Terms to another organisation, but this will not affect your rights or Jam Press’ obligations under these Terms.

d. These Terms and the agreement that they create is between you and Jam Press. No other person will have any right to enforce these Terms.

e. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or enforceable, the remaining paragraphs will remain in full force and effect.

f. If Jam Press fails to insist that you perform any of your obligations under these Terms, or if Jam Press does not enforce its rights against you, or delays in doing so, that will not mean that Jam Press has waived its rights against you and will not mean that you do not have to comply with those obligations. If Jam Press does waive a default by you, it will only do so in writing, and that will not mean that Jam Press automatically waives any later default by you.

g. Any dispute or claim arising out of or in connection with these Terms will be governed by English law. You and Jam Press both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any disputes or claims.

By clicking ‘ACCEPT” in relation to this Agreement, you agree to be bound by the Terms set out under this Agreement.