

FREELANCE CHARTER

Nine Publishing



Overview

This document outlines certain terms and conditions by which editorial and photographic contributors (Freelancers) will be engaged for their work to be published in *The Australian Financial Review*, *The Sydney Morning Herald*, *The Age*, *Brisbane Times* and/or *WA Today*. For clarity, this document does not apply to freelance contributors to nine.com.au.

How Freelancers are engaged by Nine Publishing

Freelancers will be engaged by Nine Entertainment Co Pty Ltd or one of its subsidiaries, (referred to as Nine Publishing and/or the Company in this document). Nine Publishing will generally engage a Freelancer in one of three ways:

- Where you have pitched a contribution to the Company and the Company has agreed to publish it,
- As a result of a commission from Nine Publishing for a particular piece of work, or
- As part of a series of works outlined in a Contributor Licence Agreement.

Pitching a submission

If you would like to offer us a contribution, you should consider which section of the masthead/s your work is most suited for. As a first step you should contact the topic editor for this section via email and briefly outline your idea.

Where you pitch a story, we will endeavour to respond to you within a week.

You may be invited to submit a copy of your work on a speculative (on-spec) basis so that the commissioning editor may review the merits of the work. Where an on-spec work is accepted by Nine Publishing, it will be regarded as a commission for the purpose of this charter.

You will only be paid if you enter into an agreement with us and your work is accepted for publication. You will be paid in line with our freelancer rates, or as otherwise agreed between you and Nine Publishing.

Commissioned editorial work

Where a work is commissioned by a commissioning editor, the terms of the commission will be set out in writing. Among other things, this will include:

- The commission brief (subject, word length, etc)
- Deadlines
- Payment terms

Freelancers who are engaged for a series of commissions will be required to enter into an agreement with us which will outline the terms for the length of the engagement.

Commissioned photographic shoots

Where a Freelancer is engaged for a shoot / job, they will agree with the commissioning editor as to whether it is a half-day or full-day job.

Photographic freelancers are required to provide their own equipment and transport.

Review and Editing Process

Where possible, Nine Publishing will consult with the freelancer regarding any edits prior to publication.

Within reason, Nine Publishing may require you to review and amend the work delivered by you as part of the editing process for publication and to ensure your work meets the brief. There is an expectation that you will engage in reasonable communications and co-operate with relevant editors or sub-editors as required during the publishing process.

Unpublished Commissioned Contributions

Where you provide a commissioned contribution to the required standards and deadlines outlined in the commissioning but Nine Publishing chooses not to publish the story, you will be paid the full amount due to you for commissioned work.

Rejected Commissioned Contributions

Where you provide a commissioned contribution that does not meet the required standards outlined in the commission, Nine Publishing will provide you with timely feedback and the opportunity to resubmit (where possible given deadline requirements).

Where a commissioned contribution is provided prior to deadline requirements but is rejected for not meeting the required standards, you will be paid 50% of the commission fee. Payment will not be unreasonably withheld.

Agreement

Freelancers are required to enter into a written agreement with us documenting the terms of your engagement with Nine Publishing. Amongst other things, this outlines the manner in

which your content is licensed for publication by Nine Publishing whilst you retain ownership of copyright for the work. It includes customary legal warranties and further outlines some of the key requirements including the submission and publication of your work and restrictions applying with regard to providing the same or similar work to competitors.

Licensing or works to third parties

Generally speaking, any work you licence to Nine Publishing that is published must not be licensed to another publication within Australia that is deemed a direct competitor without our prior written approval.

Freelance Code of Conduct

Freelancers are expected to abide by the [Nine Publishing Freelance Code of Conduct](#) in their dealings with Nine Publishing and in relation to their work in generating their freelance contribution.

Social Media and Online Interactions

The company recognises that social media platforms are an important and efficient means for delivering diversified content to our audiences.

When using social media, freelance contributors must not:

- use social media in a way that could embarrass or disparage the Company, the masthead or Nine Publishing journalists.
- act in a manner that may raise doubts about their journalistic integrity.
- imply that the Company or the masthead endorses, approves, or is in any way associated with their personal views expressed on any social media platform unless specifically approved by their commissioning editor or the editor.
- disclose any of the company's confidential information through any social media platform.
- use social media in any manner that would breach any other law, including (but not limited to) intellectual property, anti-discrimination, anti-bullying and harassment, privacy and defamation laws, use of image rights.
- use abusive language (with exceptions for news reports and retweets of newsworthy third party content), harassing or bullying behaviour, tweets or posts that are solely devoted to attacking a person (rather than a position or idea), and retaliate in any of the above manners in response to rude, abusive, attacking, baiting or challenging social media posts or tweets.

Use of Artificial Intelligence (AI) in Editorial

Freelancers are required to abide by the *Nine Publishing Guidelines for A.I. in Editorial* in relation to generating freelance contributions for Nine Publishing.

Payment

Payment will be made in line with the individual terms agreed between you and Nine Publishing. The rates for Freelancers are outlined in Table 1 of this document (unless a different rate is agreed). These rates will be reviewed annually in Q4 of each financial year.

After the work has been provided and published by Nine Publishing, Freelancers are required to submit a valid tax invoice to invoices@nine.com.au.

The invoice must align with the agreed terms of the commission. If you are an Australian resident, you should quote your ABN on the invoice. If you do not provide an ABN, Nine Publishing is required to withhold tax from your payment at the highest marginal tax rate as specified by the ATO. If you are a resident of any country other than Australia, the Company will deduct any applicable withholding tax payable under Australian law prior to payment.

Where the work has been accepted by Nine Publishing and a valid invoice is provided, payment will be made to you within 30 days of submitting the invoice.

If you have opted to use 'recipient created invoicing', no invoice is required to be submitted to Nine Publishing for payment. In this circumstance the commissioning editor will generate a purchase request and the invoice will be generated and submitted on your behalf.

If you have any questions or concerns regarding payment, you should direct them to contributors@nine.com.au.

Opinion Articles

Commissioned opinion articles will be paid in line with the standard freelancer rates or as otherwise agreed between the freelancer and Nine Publishing.

Where an opinion article is pitched to Nine Publishing by a freelancer or any other person, there are some circumstances where it may be appropriate that the article will be published without payment or at a rate different to the standard freelancer rate. Where this is the case it will be communicated to the author prior to engagement.

Superannuation

Freelancers engaged by Nine Publishing under the Nine Copyright Agreement or the Nine Contributor Licence Agreement will not be entitled to superannuation in respect of contributions. Payment is made by Nine for a licence to publish your contributions and not for your labour.

Expenses

Nine Publishing will not be liable for any expenses associated with generating Freelancer contributions unless expressly agreed in writing by the commissioning editor in advance.

Where expenses are agreed to be reimbursed by Nine Publishing, this must be included as a line item in your invoice. Copies of your expense receipts must be submitted to your commissioning editor. Approval for such expenses should be directed to the commissioning editor.

Insurance

You will be responsible for all of your own insurances, including workers' compensation insurance, that is in any way connected to the provision of an editorial or photographic contribution for Nine Publishing.

On occasion, we may agree that a specific insurance is to be provided by us (e.g. travel insurance). Where this is the case, we must agree to that in writing prior to your engagement.

Crediting

- **Text:** Nine Publishing endeavours to identify contributors as the author of their contribution however the provision of contributor by-lines shall always be subject to editing and layout requirements.
- **Pictures:** Pending layout restriction, Nine Publishing will credit the photographer of each image, or where several images are supplied, will be credit the whole as "Photographs: [Photographer]/[Agency]"
- **Video:** Unless otherwise agreed, Freelancers shall be credited in the credits section of the relevant video page.

Warranty

You will be required to warrant that:

- Your contributions will not breach the intellectual property or other rights of any third party
- You will comply with all relevant policies and laws

- Your work is properly researched and prepared to the best of your ability;
- Each contribution is accurate and not misleading or deceptive

Indemnity

Indemnity terms will be outlined in a written Agreement between you and Nine Publishing.

Generally speaking, Nine Publishing will indemnify you against all loss or damage which you may suffer as a result of any claim against you for alleged defamation or injurious falsehood arising by reason of the publication of your freelance contribution in any Nine Publishing publication provided that you have not been negligent or wilfully defamatory.

Disputes

Where a dispute arises in regards to your engagement as a Freelancer, you should engage with your commissioning editor in the first instance. Where this does not resolve the issue, you should contact the Managing Editor of the masthead as a first escalation point. Where neither options are suitable you may direct your query to Nine's People & Culture team via peopleandculture@nine.com.au

A reminder that billing and payment enquiries should be directed to the Finance team at contributors@nine.com.au.

Changes to this Charter

Nine may update this charter from time to time at its absolute discretion.

TABLE 1: FREELANCER RATES

Freelancer Rates

Effective 1 April 2024

Item	Rate (excluding GST)
Editorial	
Commissioned Articles	\$0.72 / word
Photographic	
Photographic - half day (4 hours)	\$310
Photographic - Full day	\$465
Artists, cartoonists, illustrators	
Pocket cartoon / illustration	\$310
Single Panel	\$620
Full Page / cover	\$1650