

MODEL ENGINEER

MODEL ENGINEERS' WORKSHOP

The Editor
Model Engineer and
Model Engineers' Workshop
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Dear Sir

I enclose a copy of the contributors' notes for Model Engineer and Model Engineers' Workshop and a contributor's agreement. Also enclosed is a billing agreement as all payments are direct to a bank account.

If you want to discuss the agreements or any aspect of the article you are considering writing, please give me a ring or send me an email.

Yours sincerely

David Clark

Editor
Model Engineer and
Model Engineers' Workshop

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AUTHOR RIGHTS AGREEMENT page 1 - Ref ARA 1

THIS AGREEMENT IS MADE ON BETWEEN

(1) **MyHobbyStore Ltd** a company registered in England and Wales (Company No: 05649018) whose registered office is situated at Hadlow House, 9 High Street, Green Street Green, Orpington, Kent BR6 6BG ("MyHobby Store"); and

(2) Print name..... Signature..... ("The Author")

BACKGROUND

MyHobby Store publishes "the Magazine" Model Engineer and "the Magazine" Model Engineers' Workshop and various other Magazines including www.model-engineer.co.uk and www.myhobbystore.com and various other websites ("the Magazines") and MyHobby Store may in the future accept from the Author, articles, photographs, features and other copyright works for publication in any Magazine from time to time. The Parties will agree that any existing and new contributions of copyright works made or to be made by the author to "the Magazines" shall be subject to the following terms and conditions.

1 DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- 1.1 "Contribution" means a copyright work or works contributed or to be contributed by the Author to MyHobby Store for publication in "the Magazines". All or part of the article may be published in any magazine or on any MyHobby Store website.
- 1.2 "Offered Contribution" means a contribution that the Author has offered to MyHobby Store for publication in the magazines. "Fee" means the fee payable for a Contribution and the licences granted in Clause 4 below.
- 1.3 "the Magazine" and "the Magazines" shall have the meaning specified in the Background section above."
- 1.4 "MyHobby Store" shall mean MyHobbyStore Limited or any Director, Manager, Officer, Editor, employee, associate, or subcontractor of MyHobby Store Limited that has been authorized by MyHobby Store Limited to act on its behalf within the scope of this agreement.

2 OFFERED CONTRIBUTIONS

- 2.1 In the event that the Author offers a new Contribution for publication, MyHobby Store may keep the Offered Contribution on file for prospective future publication. However, all rights to Offered Contributions remain with the Author until such a time as the Magazine Editor schedules the contribution for publication; this may be several months prior to publication. The Author may withdraw the Offered Contribution expressly by phone, email or post up to that point in the publication process. A letter, email or phone call will be sent to the contributor when the contribution is accepted. The contribution cannot then be withdrawn.

3 FEE

- 3.1 In consideration of the Author's obligations under this Agreement, MyHobby Store shall endeavour to pay to the Author the Fee within 30 days of publication of the Contribution in the magazine. The fee will be as specified in the current contributors guidelines at the date of publication or as otherwise agreed by a representative of MyHobby Store Ltd. Contributor's guidelines will be available on request.
- 3.2 In the event that the Fee is not paid in accordance with Clause 3.1 the Author shall notify MyHobby Store in writing of the failure to pay and MyHobby Store shall, save in the case of a bona fide dispute, make payment within 5 working days of receipt of the notification.

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- 4.1 Subject to MyHobby Store meeting the requirements for payment, as specified in Clause 3, the Author hereby grants MyHobby Store a perpetual, irrevocable, exclusive royalty paid licence to use the Contributions (whether now in existence or created in the future) on the basis specified in Schedule 1, for the full period of any copyright and any extensions and renewals thereof. For the avoidance of doubt the licence and other rights and obligations under this Agreement shall be deemed to apply to all Contributions, whatever date they were provided by the author, that are published by MyHobby Store after the date of this agreement.
- 4.2 The Author shall on request by MyHobby Store, at MyHobby Store's cost and expense execute and sign such other documents as may reasonably be required by MyHobby Store to licence the copyright and other rights under this Agreement to MyHobby Store.

5 PUBLICATION

- 5.1 It is the intention of MyHobby Store to publish Contributions as part of "the Magazines" and if such publication takes place it shall be at the cost and expense of MyHobby Store. It is understood and agreed that nothing contained in this Agreement shall constitute an undertaking by MyHobby Store to commission a Contribution or to publish any Contribution or the Magazine or to otherwise use a Contribution and if MyHobby Store elects not to publish either the Contribution or the Magazine or otherwise use a Contribution the Author shall not be entitled to make any claim in respect of loss of opportunity to enhance the reputation or loss of publicity or for any other reason whatever.

6 AUTHOR'S WARRANTIES

The Author represents, warrants, undertakes and agrees with My Hobby Store as follows:

- 6.1 The Contributions shall be the original creation of the Author and the Author confirms that he is the owner of all copyright and any other rights in the Contributions. The Author undertakes to obtain all necessary releases and permissions in a form satisfactory to MyHobbyStore signed by all relevant persons in relation to any material included in a Contribution where rights of copyright or other rights are vested in third parties.
- 6.2 The Author has not and shall not enter into any agreement or arrangement which might conflict with the licences granted to MyHobbyStore under Clause 4 or MyHobbyStore's other rights under this Agreement or which might interfere with the performance by the Author of the Author's obligations under this Agreement.
- 6.3 The Contributions shall not knowingly infringe any right of copyright or right of privacy or right of publicity or personality or any other right whatever of any third party.
- 6.4 The Contributions shall not be under the laws of any jurisdiction obscene or blasphemous or offensive to religion or defamatory of any person and shall not contain any material which has been obtained in violation of the Interception of Communications Act 1985, the Official Secrets Act 1989 or any analogous foreign legislation and nothing contained in any Contribution would if published constitute a contempt of court.
- 6.5 All statements purporting to be facts in any Contribution shall be true and correct to the best of the authors knowledge. The author will take reasonable care that no advice, recipe, formula or instruction in any Contribution will if followed or implemented as described will cause loss, damage or injury to the reader or any other person.

7 MISCELLANEOUS

- 7.1 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership or contract of employment between the parties.
- 7.2 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all the parties to this Agreement. The Author acknowledges that no representations or promises not expressly contained in this Agreement have been made to the Author by MyHobbyStore or any of its servants, agents, employees, members or representatives. Nothing in this Agreement shall be construed as excluding liability for fraud.
- 7.3 If any part, term, provision or clause of this Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms provisions and clauses will not be affected. The rights and obligations of the parties will be construed as if the Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.
- 7.4 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, or any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing signed by a duly authorised representative.
- 7.5 This Agreement shall be subject to the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereby this Agreement was duly executed as a Deed on the date indicated above.

Executed as a Deed by

SIGNED by O.W Davies
For and on behalf of **MYHOBBYSTORE LIMITED**



I confirm and agree the above and agree to be bound by it
SIGNED BY

Print name..... (Name of Author).....
(Signature)

SCHEDULE 1 – RIGHTS LICENSED

- 1. "Exclusive publication rights" - an exclusive right to use the Contribution or part(s) thereof in a Magazine and on the internet or any digital media, media library or media not yet developed. For the purpose of this right, "Exclusive publication rights" means the initial print run of the Magazine, any subsequent print runs of the magazine, any print runs of magazines or special edition magazines in the future and the publication via any electronic medium of a facsimile representation of the printed version of the magazine..
- 2. Exclusive rights to provide copies - The exclusive right to publish, sell, rent, distribute or otherwise supply copies of the Contribution in whole or in part to any third party in the form of photocopies, images, digital copies and digital images.

Contributor guidelines for Model Engineer And Model Engineers' Workshop

Nothing is written in stone, if in doubt, please ask.

Firstly, if you are going to submit an article, please fill in and return the contributors agreement. MyHobbyStore Ltd will pay direct to a bank account so please fill in the bank account form as well.

The agreement and bank account form will be sent by post.

If you would like to donate any payment to charity we can do this on your behalf to REMAP which is an engineering for the disabled charity. Remap will be informed who (you) made the donation and your contact details will be supplied to REMAP unless specifically requested by you not to do this.

Please let me know if you would like this option, which is entirely voluntary on your part.

At the start of the article, please supply your full contact address and phone number if possible.

An email address would be very useful as well. If you have a mobile that may be useful. Along with the article, please supply a head and shoulders photo of yourself. This may be used alongside the article.

Articles should be single-spaced and can be in Word, Word for Windows, Word Perfect or Works format.

Please use Times New Roman or Arial font if possible. It is quicker to read.

I can't open Lotus Word Pro files. If you use this word processor please save as plain text.

Digital manuscripts may be sent by email, on CD or memory stick. I can no longer accept articles on floppy disks.

Please do not send articles as PDF files or embed pictures into the document.

If you use a different format e-mail me a document and I will see if I can open it.

Please use upper and lower case text. If all capitals I have to type it in again.

I will happily accept mechanically typed contributions as long as I can scan them into the computer.

Handwritten articles will not be considered, please ask someone to type it out.

All contributions are welcome and will be looked at and considered for publication.

Drawings

I can accept DXF and DWG files as well as all Turbocad for windows (TCW files). I can't handle Draft Choice For Windows even if DXF or DWG. Hand drawn or printed drawings are fine but must be legible.

Drawings can be redone if necessary. Don't worry if the drawing is not perfect, I can probably get it sorted.

If at all possible, please supply drawings with either metric or imperial dimensions. Try not to mix them unless threads or standard size bar.

Photos

Ordinary photographic prints are fine and digital photography is becoming less of a problem as cameras become more sophisticated. Please do not supply photos from your printer. They are unlikely to be good enough.

As a rule of thumb, set your camera to the HIGHEST jpeg or tiff quality it is capable of and do not edit or alter the picture in any way. Please just send the file as it comes out of the camera. Please be aware that some cameras reset to their lowest resolution when you replace the batteries.

Make sure the **date stamp** if any is **turned off**. If you already have photos with date stamp on, we may be able to use them but it takes time to remove the date.

When taking photos, please try to get the subject to fill most of the picture. Cropping pictures reduces the size I can use in the article. Please do not crop the photo yourself. When the magazine is laid out, the photos are adjusted to fit the size required and if the photo is cropped to exact size it may cause problems.

Please try to keep backgrounds to photos reasonably clear.
I know we are looking at workshops, which may be untidy.
That is fine within reason.

I am thinking more about removing teacups and beer cans.
Also no chuck keys left in chucks unless it is relevant to the article.
Please be aware of electrical safety. Bare wires or similar leads lying around the workshop may make a picture unusable. Bare wires etc in a photo of an item under construction or with the case removed are of course fine.

Please put a list of photo captions on the bottom of your manuscript. Photos should be numbered as they appear in the text. They should be numbered in sequence from photo 1 upwards. Please, no photo numbered a or b etc. Photo 1, photo 2, photo 3 is fine. Photo 1, photo 1 a, photo 1b, photo 2 is not. Please start the article with a photo of the finished article numbered photo 1. Please supply one of each photo, no alternatives, just pick the best.

Important note, DO NOT WRITE ON THE BACK OF PHOTOS.

If you need to identify photos, write on a sticky label and then stick the label to the back of the photo.

Payment for contributions to Model Engineer and Model Engineers' Workshop
Payment is paid direct into your bank 30 days after publication.

Payment is £50 for a page.

3/4 page is £37.50

1/2 page is £25

1/4 page is £12.50

Pages will be calculated to nearest 1/4 page below.

The main cover photo will normally be £25.

Small photos used on cover, contents page and next issue page will not be paid for when used on these pages but will be paid for on the article page.

The Editor's decision on payment is final.

Submissions can be sent to:

David Clark

The Editor

Model Engineer and

Model Engineers Workshop

27 Colliers Lane

Wool

BH20 6DL

Callers strictly by appointment only.

Tel: 01929 463358

Please phone at a reasonable time between 9am to 9 pm GMT, 7 days a week is fine.

Email david.clark@myhobbystore.com



Self-Billing Declaration (To be completed and signed by the contributor/ photographer)

With regard to the operation by MyHobbyStore Limited of a self billing system, I/w e hereby declare that:

- I/w e agree to a system of self-billing and accept responsibility for any taxation due as a result of this system
- I/w e will not issue invoices in respect of editorial and photographic contributions made/ supplied to MyHobbyStore Limited magazines and covered by MyHobbyStore Limited's self-billing system.
- My/our VAT registration number is.....(if relevant);
- I/w e will notify MyHobbyStore Limited of any change in my/our VAT registration
- Payments should be made into the following bank account:

Sort code

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Account Number

- For accounts not held at UK banks, the IBAN, Sw ift or BIC reference and bank address
.....
- I/w e will notify MyHobbyStore Limited of any change in my/our bank account details

Signed

.....

Name:

Email.....

Phone.....

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