



Annual Statement
(Covering the period 1 April 2023 to 31 March 2024)

Background about the Company

Founded in 1997, Paragraph Publishing Ltd (Paragraph) publish drinks magazines and web sites and host awards and events throughout the world in the drinks sector. In September 2022 the company celebrated its 25th anniversary, and in November 2023 Whisky Magazine celebrated its 25th anniversary. In 2021 the company moved in to hospitality, purchasing and renovating a 15 bedroom castle in Scotland, Rothes Glen, "the luxury castle for the whisky connoisseur".

A list of the publisher's titles/products

Magazines

- American Whiskey
- Whisky Magazine

Annuals

- Bourbon
- Scotch Whisky

Books

- Distillery Guides
- Whisky Tastings Journal (generic and personalised)

Supplements

- American Single Malt Whiskey
- Irish Whiskey
- Japanese Whisky
- Speyside Whisky
- Tequila

Events

- Gin Live
- Gin Magazine Awards (Icons of Gin, Gin Magazine Hall of Fame, World Gin Awards)
- Whisky Live

Awards

- Hall of Fame
- Icons of Drinks
- World Drinks Awards

Web Sites

- americanwhiskeymag.com
- drinks-live.com (whiskylive.com and gin-live.com)
- iconsofdrinks.com
- paragraphpublishing.com
- rothesglen.com
- thedrinksreport.com
- whiskymag.com
- worlddrinksawards.com

Other Brands

- Licensing (of our awards, events, magazines)
- Paragraph Partnership (client content services)
- Rothes Glen
- Whisky Magazine Special Selection (cask bottling programme)



The name of the publisher's responsible person

- Damian Riley-Smith, Managing Director; damianr@paragraph.co.uk, 07785 331 835, 01603 633 808

Nature of the Regulated Entity

Paragraph is a private, limited company, with one shareholder, the 'responsible person', Damian Riley-Smith, and 30 employees. We currently have a board of three, made up of the Managing Director, the Finance Director and one non-executive director, and are currently recruiting two further non-executive directors with digital and international sales expertise. We have the following teams running the business.

- Business Team: MD, FD, Awards Director, Publishing Director, Commercial Director
- Operations Team: MD, Awards Director, Publishing Director, Commercial Director, Design Director, Marketing Manager, Events Manager

Internal manuals, codes or guidance used by journalists or editors

- Paragraph Company Handbook
- Paragraph Editorial Handbook
- Paragraph Standard Terms
- Paragraph Contributing Editor Terms
- Paragraph Style Guide & Glossary
- Paragraph Annual Statement

Plus

- IPSO Code of Practice
- IPSO Editor's Codebook

Our editorial standards

An overview of the publisher's approach to editorial standards

With our editorial team of four full-time staff, and three designers, they are all involved in the following:

- Annual strategy meeting (held each July)
- Annual review of contributors' terms and conditions (held each December/January)
- Issue by issue pre-planning meeting and post-publication review
- Company handbook focus on reader and customer care and understanding to respond to any reader or customer complaint swiftly and comprehensively

We have a policy that three sets of eyes must proof read every word in each publication and magazine, overseen and managed by the editor.

Pre-publication guidance

If there is any potential concern of concern about content prior to publication we seek guidance from our lawyers. If their response is not satisfactory, we would seek IPSO advice. Should we receive a complaint (which we have not in the current year) we would inform IPSO about our proposed response. During the current year we have included the IPSO logo on all our publications and web sites.

A discussion of the publisher's approach to the verification of stories

All contributors receive the Paragraph terms and conditions and are expected to have reviewed and confirmed their stories. Our Editors and Contributing Editors are expected to check all facts during the sub-editing process, and as stated we have a "three sets of eyes" policy on all content. Any stories that are of concern are referred to the publishing manager or publisher.

Compliance with the Editors' Code, including any adverse findings of the Regulator and steps taken to address such findings

We have had no complaints during the year and therefore no need to communicate with IPSO on any specific matter.



Our complaints-handling process

Details of how the publisher handles editorial complaints, if any, including:

Editors are briefed to inform the publishing director / managing director immediately should there ever be a complaint.

In what forms it accepts editorial complaints:

Any form is accepted.

Who handles editorial complaints internally

Any complaint is always handled by the editor of the relevant publication in the first instance, with the approval of the publishing director / managing director prior to reader / customer communication and resolution.

What records it keeps of editorial complaints and their outcomes

We keep email and paper records if and when they occur. Where amendments are made to copy, original copy must be recorded in a word document with the revised copy underneath and the date the changes were made and must be placed on the company server in Company > Editorial > Editorial_Copy_Amendments.

How it seeks to resolve editorial complaints

Our Company Handbook states a number of key principles, the most relevant of which are:

- Do the worst first: if you are not sure how to handle a situation, always ask.
- Never assume.
- Develop and maintain the very best relations with our colleagues, customers and suppliers.
- Know our brands; it is your responsibility to know each brand, how the Company operates and who does what.
- Maintain the highest standards of professionalism at all times.
- Provide appropriate resources and training for all staff to undertake their roles.
- Satisfy the customer: giving them the product they want, at a consistently high quality, at good value, on time.
- Open management, using simple operating procedures to ensure we operate in the most efficient way possible.
- Work closely with suppliers to produce the best results at the fairest price and on time.

What information it provides to readers, and where, about its internal process for editorial complaints and IPSO's complaints process.

- On the flannel panel / imprint page of our printed and digital publications we display the text: "Paragraph Publishing abides by the Independent Press Standards Organisation (IPSO) rules and regulations as detailed in 'The Editor's Code of Practice'. To make a formal complaint about any editorial content, please contact "editorial@paragraph.co.uk"
- Online we include a 'complaints' link in the footer navigation detailing the following complaints policy: "Paragraph Publishing abides by the Independent Press Standards Organisation (IPSO) rules and regulations as detailed in 'The Editor's Code of Practice'. To make a formal complaint about any editorial content, please contact editorial@paragraph.co.uk"

Our training process

Details of any training programmes the publisher has run in the relevant period, including perhaps relevant materials

- The IPSO Paragraph Annual Statement is shared with all editorial staff.
- Contributor terms and conditions are issued to the editorial team each January when contributor rates and terms are updated.
- A new version of the Editors' Code and supporting Codebook is distributed to all editorial staff each year and is issued to all new editorial staff.
- Each year we hold a full day Media Law training course for all editorial, marketing and publishing staff, hosted and managed by an external trainer.
- Each member of staff has a Personal Development Plan.



Confirmation of what proportion of staff have undergone the following training

- All editorial, marketing and publishing.

Details of any training during the year

- During 2023 two editors entered the WSET 3 training course, and both achieved a distinction.
- Media Law training was held for all relevant staff.

Details of plans for further training

- During 2024 we will be undertaking the following externally provided training:
 - GDPR
 - Media Law
 - Social Media/SEO/Writing for Web/Analytics
 - Website UX (User Experience)

Our record on compliance

Details of any complaints against the publisher which have been ruled on by IPSO's Complaints Committee over the period

None.

Details of the steps taken to respond to any adverse adjudications by IPSO over the period

None.

Appendix

Copies of internal manuals, codes or guidance used by journalists.

- Paragraph Company Handbook_08_01_24
- Paragraph Contributing Editor Terms 2024
- Paragraph Editorial Handbook 2024
- Paragraph Publishing contact sheet 2024
- Paragraph Standard Terms 2024
- Paragraph Style Guide 2024

29 February 2024



AWARDS • DIGITAL • EVENTS • PUBLISHING

The World's Leading Drinks Media & Marketing Business

**Company
Handbook**

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8 January 2024

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INTRODUCTION TO PARAGRAPH

Welcome to Paragraph (the Company) and this Handbook which explains who we are and what we do. You will already have received your individual Contract of Employment which sets out the main terms and conditions of your employment. This Handbook contains further information on the Company and it is therefore important you read and understand its contents. In the event of any conflict between the terms of your individual Contract of Employment and this Handbook, the terms of your individual Contract prevail. If there is any point on which you are not clear, please do not hesitate to ask.

BACKGROUND

Paragraph was founded on 1 September 1997 with the objective of creating and managing the highest quality magazines, web sites, guides, events and related publications in clearly defined markets. With our market knowledge and experience we also look to produce these media on behalf of our clients in the form of contract publishing. The current and future success of the Company depends on our unrelenting service to our customers – our readers, our advertisers and the industries we represent. At all times, we work to answer their editorial demands, calls, emails, social media and letters. But none of these can be achieved without developing the highest quality team working in an exciting environment. In such an environment, we must evolve and change, whilst at the same time keeping to our key principles, which are:

- Do the worst first: if you are not sure how to handle a situation, always ask.
- Never assume.
- Problems are opportunities, and only become as great as the time we take to deal with them. Handled swiftly, problems can be turned to opportunities.
- Always bring a pen and paper to any meeting.
- Develop and maintain the very best relations with our colleagues, customers and suppliers.
- Know our brands; it is your responsibility to know each brand, how the Company operates and who does what.
- Maintain the highest standards of professionalism at all times.
- Provide appropriate resources and training for all staff to undertake their roles.
- Satisfy the customer: giving them the product they want, at a consistently high quality, at good value, on time.
- Open management, using simple operating procedures to ensure we operate in the most efficient way possible.
- Work closely with suppliers to produce the best results at the fairest price and on time.

In addition to individual contracts, we have developed our own style of management and operations, designed to develop and sustain high professional standards, continuity of operation and a good working environment. These are summarised as our Best Practices.

Best Practices

Customer care

- Always remember the customer – our readers and advertisers – make our business work.
- Always treat customer enquiries as a matter of priority.
- Always return phone calls within 12 hours and reply to emails and letters within 24 hours.

Company records

- Databases are only as good as the information put in them and you must always keep them up to date.
- Use "[How to enter data on Filemaker Pro](#)" to enter a new record or update an existing record.

Management

- Know who are our third-party agencies; subscription bureaux (in the UK and US), news-stand and book distribution companies, internet and IT contractors and licensees.
- Management are available at all times to deal with any questions or problems.

Office environment

- Always keep your own desk and office space tidy.
- Music. If you wish to listen to music while you work, please use head phones. In exceptional circumstances (if your whole floor is in agreement) you may play music quietly.
- Smart, presentable clothing must be worn at all times.
- Timekeeping; always arrive on time, be punctual, for internal or external meetings, and if you cannot make an appointment please communicate with those involved in good time.

Office property

- Computers, desks, chairs etc are Company property and must not be marked or labelled in any way.
- Stationery, calculators, staplers etc. are Company assets.
- When you join the Company, you are given a number of items such as keys, stationery, computer equipment etc. These remain Company property, and if you lose or damage them you need to replace them. Each office key or fob will cost you £10 to replace.

Time-keeping

- Standard working hours are 5 days per week, with each working day 7.5 hours. The office is open 08.00 to 17.30. Core hours are 09.00 to 16.00 with additional hours worked either side in agreement with your line manager. Lunch should be taken between 12.00 and 14.00 and be at least 30 minutes but no more than 60 minutes in length. Desktimes records your hours of working.
- On the last Thursday or Friday of each month at 16.00 the editorial team hold a tasting of a category of drink for all to attend.
- Ideally one person should be in each department at any time (especially awards, commercial and editorial).



Managing Director

8 January 2024

PARAGRAPH BRANDS

Publications

Annuals

- Bourbon
- Scotch Whisky

Magazines

- American Whiskey (launched May 2018)
- Whisky Magazine (launched November 1998)

Books & Guides

- Distillery Guides
- Whisky Tastings Journal (generic and personalised)

Supplements

- American Single Malt Whiskey
- Irish Whiskey
- Japanese Whisky
- Speyside Whisky
- Tequila

Events

- Gin Live
- Gin Magazine Awards (Icons of Gin, Gin Magazine Hall of Fame, World Gin Awards)
- Whisky Live
- Whisky Magazine Awards (Icons of Whisky, Whisky Magazine Hall of Fame, World Whiskies Awards)

Awards

- Hall of Fame
- Icons of Drinks
- World Drinks Awards

Web Sites

- americanwhiskeymag.com
- thedrinksreport.com
- whiskymag.com
- drinks-live.com (whiskyLive.com, gin-live.com)
- paragraphpublishing.com
- rothesglen.com
- worlddrinkswards.com

Other Brands

- Licensing (of our awards, events, magazines)
- Paragraph Partnership (client services)
- Rothes Glen
- Whisky Magazine Special Selection (cask bottling programme)

Former Paragraph brands

- Beers of the World / Beers of the World Live
- Cigar Buyer
- Days Out Atlas / Gardeners' Atlas
- Effervescence
- Gin / Gin Magazine (launched November 2017) / gin-mag.com
- Independent Bottlers Challenge
- Microbrewers' Handbook / Microdistillers' Handbook
- Rum / rum-mag.com
- Scotland Magazine (launched 2002) / Scottish Hotel Awards / scotland.mag.com
- Travelux (launched October 2019) / traveluxmag.com
- Whiskies & Spirits Conference / World Spirits Conference / Worldspiritsconference.com
- Whisky Live Glasgow / Whisky Live on the Docks (USA only) / Whisky Luxe Edinburgh

AN INTRODUCTION TO YOUR FIRST MONTHS

Your induction

Our employees are our greatest asset and we recognise our responsibility to ensure all are afforded appropriate development throughout their employment. This begins at the Induction stage when you join. Our aim is to support and develop you in your role so you feel confident to undertake your responsibilities and are able to contribute to the success of the Company. Induction will be spread over your first 3 months, and is generally planned on a first day, first week and first month basis. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your line manager will outline this in detail to you on your first day with us. A copy of your induction checklist will be made available to you by your manager on your first day with us.

Probation Periods

All new staff are subject to a probationary period of 3 months, at which time a review will take place with your line manager. Your appointment will be confirmed on satisfactory completion of the 3-month period. During this probationary period, you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment. In your first 3 months you will:

- Create your Personal Training Plan with your manager.
- Visit a distillery.
- Undertake a tasting hosted by one of the editorial team.
- Take a test on Paragraph, its history and brands.

AWARDS

We run and operate four awards programmes; the World Drinks Awards (for taste and design of the liquid), Icons and Hall of Fame for the people and places; across 36 drinks categories.

CHARITY

We give to a selection of charities (whom we nominate each year) in three primary ways:

- Our time (an example is the Worshipful Company of Distillers, for whom we are their print publisher)
- Money generated from charity bottlings (an example is the Whisky Magazine Editor's Blend).
- Money generated from auctioning / selling surplus bottles from awards entries (an example is the annual auction).

Charity rules

- Charities must collect product from us.
- Our logo must be put on their web site.
- We must list the charity on our relevant web site.

Annual review

- Review local auction houses to take all surplus drinks to auction.
- Review which charities should benefit each year; ask all staff and then the management team decide.

CLIENT VISIT EVENT AND SHOW ATTENDANCE POLICY

See Client Visit Event and Show Attendance Policy

COMMUNICATIONS AND INTERNET POLICY

In order to ensure the efficient operation of its business, and to protect its staff and customers, Paragraph notify all staff of the following conditions relating to their use of the telecommunications systems, including e-mail and internet use. Non-Compliance with this Policy may lead to disciplinary action being taken against an Employee up to and including dismissal.

Telephone calls

The Employer may monitor or record telephone calls for the following purposes:

- (1) To establish facts or ensure compliance with our regulatory practices.
- (2) To ascertain the standards being reached by Employees using the system.
- (3) For prevention or detection of crime.
- (4) For investigating/detecting unauthorised use of the telecoms system or to secure effective operation of the system.

E-Mail

- Our emails are managed by Computer Service Centre. All first-time messages come to us via quarantine.
- Outlook: all calendars should be open to all Paragraph staff.
- You can remove mail from an unwanted person by right clicking and selecting Junk and then block sender or you can set up your Junk E-Mail Options.
- The Company may monitor Employee e-mail traffic and content in the interests of ensuring that:
 - (a) Proper use is made of the e-mail network and that it is not clogged by irrelevant and non-work-related mail.
 - (b) The network is not used to send messages to any person who might view them as offensive, discriminatory or as a form of harassment of whatever kind.

When using e-mail Employees must:

- NEVER send messages that may be reasonably interpreted as sexist, racist, otherwise offensive or defamatory. Employees must be aware when using e-mail that improper statements can give rise to personal or company liability.
- Never import or execute non-text files or unknown messages onto the system without having them properly scanned for viruses.

- Remember that an e-mail is a document which may have to be disclosed to a Court or a Regulatory Body.
- Make hard copies of messages that need to be retained for record keeping and ensure that a receipt is obtained for important messages sent.
- Not transmit confidential or personal information by e-mail.
- Not clog the system with circular or excessive personal mail.
- Not send files located on the office server to other people within the office.
- Not attempt to send bulk email, spam or use BCC (blind carbon copy) to send bulk emails from Outlook, without consent of your line manager.
- Not reply to or follow instructions provided in spam or unsolicited emails.
- Not receive, forward or send 'joke / funny' emails containing Flash animations, spreadsheets or other macro / executable driven content. You should ask all friends and family not to send this type of content to your work email address.
- Immediately report any abuse or attacks originating from email to the IT Department.
- Not download or execute any content retrieved from external email services (such as Hotmail.com).
- Understand the email system is provided as a tool to enable employees to do their jobs. While a small amount of personal email is acceptable you should not use your work email address as a primary personal email, and remember any personal information you send by email may be monitored.

Internet

The Employer may monitor the Employee's use of the Internet to establish what use is being made of this facility and to ensure that it is not being used for improper purposes. When using the Internet Employees must:

- Be careful not to infringe the copyright of others by downloading and distributing material.
- NEVER use the system to access pornography or any site displaying offensive or illegal material.
- Never download programs or software from the Internet without checking with the IT Department.
- Never visit websites advertised in spam emails, or websites that may contain dangerous content (Hacking sites, illegal software, OEM software, joke sites, funny pictures or joke questionnaires).
- Immediately report any abuse, attacks or issues related to browsing websites.
- Never install or use any internet software unless agreed with the IT Department. This includes File Sharing, Music downloads, Chat software, Web browsers or Internet toolkits.
- Never attempt to gain access to secured or private networks or resources without a valid username and password.
- Never disclose any information about the Company's IT or internet infrastructure to people outside the Company.
- Not use personal services or resources that use excessive network bandwidth.

Private Use

- Staff may use the telephone, e-mail and internet systems for reasonable private communications provided that such communications are made during the Employee's own time, including their lunch hour or other designated break times. Employees are not permitted to make such private use of the communications systems during working time. All private use must comply with this policy.
- **Warning:** Employees may not use the telephone, e-mail or internet facility at any time for a purpose which contravenes any part of this policy. Employees are reminded that any use of these systems to access, download or disseminate pornography or any other material reasonably considered by the Employer to be offensive, racist or sexist will be a serious disciplinary offence which will usually constitute gross misconduct and result in dismissal.

Social Media

1. Policy statement

1.1 We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media. However, employees' use of social media can pose risks to our confidential information and reputation, and can jeopardise our compliance with legal obligations. To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.

1.2 This policy does not form part of any employee's contract of employment and it may be amended at any time.

1.3 This policy covers all individuals working at all levels and grades. Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy.

2. Scope of the policy

2.1 This policy deals with the use of all forms of social media, including (but not limited to) Facebook, Instagram, LinkedIn, Twitter, Snapchat, Tiktok, YouTube, plus all other future social networking sites, and all other internet postings including blogs and Wikipedia.

2.2 It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment, or equipment belonging to members of staff, including for instance via the use of smart phones, tablets, or other personal electronic devices.

2.3 Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy may be required to hand over relevant passwords and login details.

2.4 Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

3. Principles

3.1 If an internet post would breach any of our policies, guidelines, or rules in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:

- 3.1.1 breach any obligations they may have relating to confidentiality;
- 3.1.2 defame or disparage the organisation or its affiliates, customers, clients, business partners or suppliers;
- 3.1.3 post anything that, in our reasonable opinion, brings or is likely to bring our reputation into disrepute;
- 3.1.4 harass or bully other staff or any other person in any way;
- 3.1.5 discriminate against other staff or third parties;
- 3.1.6 breach data protection rules (for example, never disclose personal information about a colleague online);
- 3.1.7 breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).

3.2 Staff should never provide references for other individuals on social or professional networking sites.

4. Paragraph Social Media

4.1 List of agreed company and brand social media channels

Paragraph Publishing:	LinkedIn, Facebook
Whisky Magazine:	Instagram, Facebook, Twitter
Gin Magazine:	Instagram, Facebook, Twitter
American Whiskey:	Instagram, Facebook, Twitter
The Drinks Report:	Twitter
Whisky Live & Gin Live:	Instagram, Facebook, Twitter
World Drinks Awards:	Facebook, Twitter
World Beer Awards:	Facebook, Twitter
World Cider Awards:	Facebook, Twitter
Whisky Live USA:	Facebook, Instagram
Roths Glen House:	Instagram, LinkedIn, Private Facebook Updates page

4.2 Order of posting/NDA

- When posting about work related activity, e.g while at a work event, the company brand social media channels must be the priority to be posted on, as per marketing plans. Permission must be acquired beforehand to post on social media and should be posted after the event.
- Employee profiles should not be the first to announce any business news or updates.
- Anything produced during work hours is the intellectual property of Paragraph Publishing and therefore the copy should reflect this.
- Example post: "Whisky Magazine have produced another fantastic edition"

4.3 Safeguarding

- For the most case, it is in the best interest of employees to keep their personal and work lives separate.
- If you are posting under a work alias for Paragraph Publishing, then the company has the right to access your account at any time to ensure all content is posted safeguards the brand and there are no other conflicting posts which might damage brand reputation e.g. drunken nights out. If work content is posted and it is believed to be in breach or violates and brand safety guideline, you will be asked to remove or amend your post.
- This protects the company, brand you are representing, but also yourself.

4.4 Tagging accounts in posts

- It is best practice to maximise reach of a post by tagging the relevant external company or brand ambassador. However, it is not permitted for any Paragraph Publishing employee's personal accounts to be tagged in the post. If the post is around an Editor, then their name may be used but no tagging of their social media accounts.
- Tagging employee personal accounts into company profiles/posts is not permitted, only brands or other professional brand ambassadors external to the company.
- Any posts seen to have linked employee accounts from company accounts will have the tag removed immediately. Continual failure to abide by these rules may mean loss of access for said individuals for all company social media accounts.
- You must not use the company social media channels for your own personal gain.

4.5 Sharing company news on your own social media

- There may be times when you wish to share news of events from within the business externally on your own social media platforms. Where appropriate, this is encouraged, however the following rules apply:
- Any posts seen to not comply with the company rules, will be asked to remove or amend their posts.
- Language – When sharing anything to do with the company, including examples of your own work then "we", "our", must be used. Avoid using I, My.
- **Examples: Bad example** – I'm delighted the next edition of my magazine has been released today. **Good example** – We're delighted the next edition of our magazine has been released today.
- The agreed platform on which to do this is on LinkedIn.

4.6 Posting content on brand sites

- Refer to the content plan agreed by Marketing Manager and appropriate departments.

4.7 Monitoring accounts/replying to comments

Responsibility of monitoring and checking brand pages falls to those responsible for that brand. For example:

- Editors are responsible for their magazine brands
- Events teams are responsible for their event pages
- Awards are responsible for their awards pages
- Marketing are responsible for Paragraph pages and Roths Glen pages

Additional support during busy times/particular campaigns may be provided by the marketing team. Marketing has access to all of these accounts and will post accordingly, when a campaign permits (both organically and paid).

4.8 Personal v business profiles

- We encourage individuals to proudly share company success on their own pages, however the company brand pages must always be the first to announce any news. If you wish to share something the company has announced then this must be a reshare of the company post. You must not use company images as your own to create the post.
- If an external company that you are working with asks to tag you on their social media then you must provide the brand social handles you are associating with e.g. American Whiskey, Whisky Live, rather than your own personal social media handles.
- Personal use of social media is never permitted during working time.

5. Monitoring

5.1 The content of Paragraph IT resources and communications systems is Paragraph's property. Staff should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our systems.

5.2 We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems. We may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

5.3 Do not use Paragraph IT resources and communications systems for any matter that you wish to be kept private or confidential from the organisation.

6. Responsible use of social media

6.1 The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely.

6.2 Protecting our reputation:

6.2.1 Staff must not post disparaging or defamatory statements about our organisation, our clients, suppliers and vendors, and other affiliates and stakeholders;

6.2.2 Staff should avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly;

6.2.3 Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the wider public (including the organisation itself, future employers and social acquaintances) for a long time;

6.2.4 If you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not represent the views of my employer".

6.2.5 Posting comments about sensitive business-related topics, such as our performance is never permitted;

6.2.6 If you are uncertain or concerned about the appropriateness of any statement or posting, do not make that statement or post;

6.2.7 If you see content in social media that disparages or reflects poorly on our organisation you should inform us (the Leadership Team) as soon as possible.

6.3 Respecting intellectual property and confidential information:

6.3.1 Staff should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media;

6.3.2 Do not use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission;

6.4 Respecting colleagues, clients, partners and suppliers:

6.4.1 Do not post anything that any person would find offensive, including discriminatory comments, insults or obscenity;

6.4.2 Do not post anything related to any person or organisation without their written permission.

6.5 Failure to adhere to these guidelines may result in disciplinary action, up to and including dismissal.

COMPASSIONATE LEAVE POLICY

Compassionate leave applies to all employees, regardless of length of service, including those on fixed-term and part-time contracts. It does not apply to individuals who are self-employed e.g. contractors and consultants. While there is no contractual right to compassionate leave, Paragraph aspires to provide support to its staff when they need it. The purpose of this policy is to ensure that compassionate leave is granted in a fair and equitable manner across the Company, at the same time recognising that compassionate leave arrangements need to be flexible to meet individual circumstances. For example, some staff may need to travel long distances or the period of time they need to be away from work may not be immediately clear.

In addition, Paragraph needs to meet its statutory obligation to allow staff to take reasonable (unpaid) time off to deal with sudden emergencies involving a dependant (and to make any necessary longer-term arrangements). Our approach towards compassionate leave recognises the importance of this flexibility. The basic provision is one days' paid leave (depending on location and circumstances) in the event of the death or serious illness of a close relative or other person whether related or not who plays a significant part in the life of the member of staff, which may only be taken following consultation with senior management. Consideration may be given to how close the relationship is. A close relative is interpreted as:

- Spouse/ Partner;
- Mother/Father and Mother-in-law/Father-in-law, Stepmother/Stepfather;
- Brother/Sister and Brother-in-law/Sister-in-law, Step Brother/Step Sister;

- Children/Step Children;
- Grandparent or Grandchildren

In the case of bereavement, factors such as the extent of the individual's involvement in making funeral or other arrangements (e.g. as executor) and the need to travel beyond the local region should be taken into account. When an employee's own health is considered to be adversely affected by bereavement a short period of sick leave may prove more appropriate.

In exceptional circumstances, compassionate leave may be extended by some unpaid leave or annual leave by agreement with senior management. Work patterns may also be amended temporarily to assist the individual to meet such responsibilities.

COMPETITIONS & BALLOTS

When a competition runs in a publication, at an event, online or in social media you must include the most current data protection words and tick boxes and consider the following Terms & Conditions:

- The competition is open to any person aged 18 years or older from anywhere in the world. Employees of Paragraph Publishing, as well as their immediate families, are not eligible to enter.
- The competition closes at midnight (GMT) on **xxxxxxx**.
- Entries must be received by post, email or online by the competition deadline.
- Winners will be informed by xxx xxx xxx (the deadline).
- One entry per household.
- No cash alternative.
- Entries will not be returned.
- All entries must be the original work of the entrant and must not infringe the rights of any other party. The entrants must be the sole owner of copyright.
- Prior to submission, entrants must not have offered any of their entries for sale, been paid for any publication of any of their entries or won or been a runner up in any other competition with any of their entries.
- Entrants will retain copyright in their entry. By entering the competition all entrants grant to Paragraph Publishing the right to publish and exhibit their entry in their publications and on their websites. Entrants whose entry is one of the Finalists or selected to appear in print grant to Paragraph Publishing and other publishers authorised by Paragraph Publishing the further rights to publish and exhibit their entry in print, on their respective websites or in any other media at any time in perpetuity. No fees will be payable for any of the above uses. Entrants whose entry is one of the finalists also agree to take part in post-competition publicity. While we make every effort to credit entrants, including in printed reproductions of their work, we cannot guarantee that every broadcast use will include their names.
- Entrants agree the organisers may sub-license to the media for reproduction in connection with the competition.
- Finalists agree to take part in post-competition publicity.
- By entering, entrants will be deemed to have agreed to be bound by these rules and Paragraph Publishing reserves the right to exclude any entry from the competition at any time and in its absolute discretion if Paragraph Publishing has reason to believe that an entrant has breached these rules.
- Paragraph Publishing reserves the right to cancel this competition or alter any of the rules at any stage, if deemed necessary in its opinion, and if circumstances arise outside of its control.
- If the winner is unable to be contacted after reasonable attempts have been made, Paragraph Publishing reserves the right to either offer the prize to a runner up or to re-offer the prize in any future competition.
- These rules are governed by the laws of England and this competition is administered by Paragraph Publishing.

COVID-19 Policy

If you test positive for Covid-19:

- (1) Confirm to your line manager whether you are too unwell to work and off sick (with the usual implications on sick record/pay) or able to work;
- (2) If you are able to work, work from home for the first 5 days from the date of the positive test, unless a negative result is achieved before those 5 days expires, in which case come back in to work then.
- (3) If the role is one where the work cannot be done from home, we will discuss whether your work can be isolated from colleagues or not (and if not, we will pay you to stay at home until day 6).
- (4) From day 6, come back to work.

DISCIPLINARY POLICY

Please refer to your personal contract

DRINKS POLICY

Drink sent in to the office can be divided into four categories:

1. GIFTS: These are usually sent to individuals. If you receive any bottle as a gift, you must give it immediately to the Managing Director who will place it in the Company's Bottle Library.
2. SAMPLES FOR TASTING: These are the responsibility of the Editor / Tastings Co-ordinator and must be kept in the Tastings department until tasted.
3. SAMPLES AFTER TASTING: If unopened, these should be returned to the relevant supplier if requested, otherwise they should be passed to the Awards Director who will distribute them as per the Company's Bottle Distribution Plan.
4. PROMOTIONAL PRODUCT: Bottles that have been supplied for promotional tasting purposes can only be used for that purpose; this includes charities and informal tastings.

General drinks policies:

- All Award entries are delivered to our off-site storage facility. In exceptional circumstances an award entry may be delivered direct to the office at the discretion of the Awards Director.
- No alcohol may be removed from the office without the express permission of the Managing Director or the Awards Director.
- The tastings submission form must include the following words: "After a period of six months all unopened tastings samples will be donated to charity or distributed to Paragraph Publishing staff."
- Should you wish to purchase any surplus bottles, these must be paid in cash which will go to the Company's nominated charities, and will incur the following values until December 2023:
 - RRP: Under £30 pay £15; £31-£60 pay £25; £61-£100 pay £35; £101-£200 pay £55; £201-£400 pay £90; Over £400 pay £110.
 - Bottles may ONLY be used for personal consumption or as personal gifts and are not for resale. If it is established that a bottle has been resold, this will be construed as gross misconduct.
- The [Bottle Distribution Plan](#) explains the Company's policy on distributing full and part used bottles to staff throughout the year.

EDITORIAL

See [Editorial Handbook](#)

EQUAL OPPORTUNITIES POLICY

1. *Equal opportunities*

- 1.1. We are committed to ensuring diversity and providing equal opportunities for all employees; we are an equal opportunity employer. This means that we are committed to ensuring that all our employees, potential employees and workers are treated no less favourably and not unlawfully discriminated against on the grounds of possessing a protected characteristic.
- 1.2. The protected characteristics are: age; disability; gender reassignment; marital or civil partner status; pregnancy or maternity; race, colour, nationality, ethnic or national origin; religion or belief; sex; and sexual orientation ("Protected Characteristics").
- 1.3. We aim to ensure that our employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria. We have adopted this policy as a means of helping to achieve these aims.
- 1.4. This policy applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.
- 1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. *Types of discrimination*

- 2.1. We do not tolerate discrimination in any form. Unlawful discrimination against or the harassment of other people including current and former employees, job applicants, clients, customers, suppliers and visitors is not tolerated. This applies both in the workplace and outside the workplace, and on work-related trips and events.
- 2.2. The types of discrimination which are prohibited are set out below:
 - (a) *Direct discrimination.* Treating someone less favourably because of a Protected Characteristic. For example, if a woman with young children fails to obtain a job because it is feared that she might be an unreliable member of staff.
 - (b) *Indirect discrimination.* The operation of a provision, condition or practice which may on the surface appear 'neutral', but adversely and unjustifiably affects people with a Protected Characteristic more than others. The most common example is requiring a job to be done full time rather than part time. This would adversely affect women because they usually have greater childcare commitments than men, and would be discriminatory unless it is possible to justify that requirement.
 - (c) *Disability discrimination.* Includes direct and indirect discrimination because of a disability, together with any unjustified less favourable treatment, and a failure to make reasonable adjustments for the disabled individual. For example, a requirement for employees to hold a valid driving licence for a job which involves little travelling could be discriminatory for someone who cannot drive as a result of their disability.
 - (d) *Victimisation.* Subjecting a person to any detriment or ill treatment because they have complained about discrimination or supported someone else's complaint. For example, it would be unlawful for a manager not to give an employee a pay rise in an annual review, just because the employee had claimed recently that he had been discriminated against on the grounds of his race.
 - (e) *Harassment.* Subjecting an individual to unwanted conduct related to a Protected Characteristic which has the effect of creating an intimidating, hostile, degrading, humiliating, or offensive environment for that individual or violating someone's dignity because they possess a Protected Characteristic. This includes sexual harassment.

3. *Equality of opportunity*

- 3.1. It is a fundamental principle of our policy that all people are equally valued regardless of any Protected Characteristic that they may hold, or be perceived to hold.
- 3.2. We strive to ensure that equality of opportunity is maintained in the following areas:
 - (a) recruitment and selection;
 - (b) promotion, appraisal, transfer and training;
 - (c) terms of employment, benefits, facilities and services;
 - (d) grievance and disciplinary procedures; and
 - (e) dismissals, resignations and redundancies.
- 3.3. Recruitment and employment decisions will be made on merit, on the basis of fair and objective criteria. Individuals will be assessed according to their capability to carry out a given job and assumptions will not be made that only certain types of person will be able to perform certain types of work. Our selection procedures are reviewed from time to time to ensure that they are appropriate for achieving our objectives and for avoiding unlawful discrimination.
- 3.4. The requirements of job applicants and existing members of staff who have or have had a disability should be reviewed to ensure that whatever possible reasonable adjustments are made to enable them to enter into or remain in employment with us.

We encourage any member of staff with a disability to tell us so that we can discuss any reasonable adjustments that might be necessary.

- 3.5 Job specifications should be limited to those requirements which are necessary for the effective performance of the job and will not contain wording that may discourage particular groups from applying.
 - 3.6 Interviews should be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions. Job applicants should not be asked any questions which might suggest an intention to discriminate on grounds of a Protected Characteristic, nor should they be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law.
 - 3.7 Appropriate training should be provided, where possible, to enable staff to implement and uphold our commitment to equality of opportunity. In certain circumstances an employee can be personally liable for discrimination against a fellow employee or job applicant.
 - 3.8 We ensure that all managers and supervisors are provided with appropriate equal opportunities training where necessary, which may be updated as required. Other staff may also be required to attend equal opportunities training. Attendance at training is compulsory if you are notified that you should attend a course.
 - 3.9 We monitor our use of fixed term, part time employees and agency workers, and their conditions of service, to ensure they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. We monitor their progress to ensure they are accessing permanent vacancies and ensure that any requests to alter working hours from all staff are dealt with appropriately.
- 4. Breach of this policy**
- 4.1 We take a strict approach to breaches of this policy. Any failure to apply this policy or evidence of discrimination, harassment, or victimisation will result in disciplinary action against the relevant employee. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
 - 4.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure. Complaints will be treated in confidence and investigated as appropriate.
 - 4.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

FINANCE

General Policy

Our preferred way of paying for goods or services is, in this order:

1. Invoice
 2. Credit card
 3. Staff expenses claim
 4. Petty cash
 5. Debit card (only used to avoid credit card fees and when invoicing isn't possible); only actioned by Finance.
- All expenditure must have a purchase order **except for** staff expenses, petty cash, and staff wages.
 - All expenses need a Nominal Code from the Nominal Code list or available from your line manager. You need **budget holder** pre-authorisation, and the Managing Director must pre-authorise any expenditure over £5,000 with the exception of routine pre-approved costs such as regular magazine printing and paper costs.
 - Receipts (including VAT receipts) must be obtained for all expenses incurred.
 - Breach of these guidelines may result in disciplinary action and any expenditure incurred which is not 100% business related may result in it being treated as personal and recharged to the employee.
 - When coding an invoice, expense claim or credit card statement do not split the amount where the split would result in amounts of less than £10 allocated against each code.

Our Procedures

Credit Card procedure

- Credit cards **ONLY** for use by that individual when travelling out of the office; no other costs to be included on your card, and no regular payments to be included on your card.
- A 'Credit Card' Filemaker order must be completed for all expenditure on Company credit cards. In Master there is a supplier set up for each individual with a credit card and a Paragraph General card held by the Finance department. All General card expenditure receipts, marked with the Purchase Order number and Nominal Code, must be given to the Finance department.
- State the supplier name in the 'supplier box'. Complete all other boxes including date of invoice, month of credit card (current month), supplier invoice number and date invoice signed off.
- Ensure the budget holder has approved the expenditure and their initials are in the pre-authorisation box.
- Monthly the Finance Assistant will email you a summary of expenditure on the relevant credit card. Within 48 hours you must:
 - complete a purchase order for each item of expenditure.
 - include details of what was bought, what the business purpose was and if a client, whether UK or international.
 - include the actual amounts spent allocated to each nominal code, each signed off by the budget holder.
 - give the receipts to the Finance Assistant.
- Finance Assistant to send to Finance Director to check VAT has been claimed correctly and query any potential mispostings.
- Once reviewed and approved, the Finance Assistant updates Sage through Sage import.
- Cash should never be taken out on the credit card except in emergency situations.

Debtor Collection Process

Standard debtor chasing process (assuming debt unpaid at each stage) is:

Day 1 Invoice

Day 35 Finance contacts (by phone, email etc.) the accounts department within client company for payment

- Day 42 Finance make a second contact (by phone, email etc.) to the accounts department within client company for payment
- Day 49 The Overdue Account day letter sent, with copy invoices + statement, stating:
OVERDUE ACCOUNT: "You are a valued customer of this company and we are concerned that your account with us is now overdue for payment. If there is any reason that you are having problems with making payment then please telephone us and explain your position. Otherwise we look forward to receiving payment by return." **The Sales team member responsible for this client should be copied into all e-mail communication until the debt is paid.**
- Day 63 LEGAL letter (and client put on Stop Credit) *To accounts dept only, by POST*
LEGAL ACTION: "Your account with us is now seriously overdue and, despite numerous reminders, we have not received any satisfactory reason for your withholding the overdue amount. Although we are always reluctant to start legal action, unless we receive full payment of due invoices within seven days from the date of this letter, we will initiate legal recovery proceedings."
- Day 63 TAKE LEGAL ACTION via our solicitors *To accounts dept only, by POST*

At the start of each calendar month, a statement showing outstanding amounts is sent to each client. Finance creates a report, once a month, of all debtors over £10k and all debts over 2 months and indicates the current status of why these debts haven't been paid and where we need assistance. This will be distributed to the Managing Director, Finance Director and the Commercial Director.

Excel spreadsheet rules

Please observe these rules to ensure your eye is not distracted by inconsistencies and you can spot any omissions or errors quickly:

- Field headings in Bold.
- Numbers must be in the same numerical format – either 0, 1 or 2 decimal points.
- Font must be Arial 10.
- Highlight the whole page and double click row width and column height.
- No borders.
- Text ranged left, numbers ranged right and text wrapping only when required.
- When using the average formula (say =AVERAGE(G2:K2)), an empty field must be left blank and never use a Zero, as it will calculate the zero field as a score.

Invoiced Expenditure procedure

- A purchase order must be completed for all planned expenditure at the moment you confirm the expenditure with your supplier (include details of what is to be bought, what the business purpose was and if entertaining a client, whether UK or international), up to and including **"pre-authorised"**, ensuring the budget holder has approved the expenditure and their initials are in the pre-authorisation box (there may need to be more than one authorisation required).
- On receipt of the invoice you must:
 - Go to the original purchase order in Filemaker and complete all Actual Authorisation fields (this may involve passing to other Authorisers), completing the Supplier Invoice No. and Date Invoice Signed Off fields.
 - Write the nominal code, your initials, today's date and PO no., all near the Net invoice amount (or if a pdf rename the invoice the "Supplier Name" P.O. Number. If the amount needs allocating to more than 1 N/C, list each N/C and the net amount to allocate to each N/C, totalling the net invoice total.
 - Pass the authorised invoice to the Finance Assistant within 24 hours of receiving the invoice.
- The invoice will be posted on Sage and scheduled for payment
- Problem invoices: tell finance, then process the invoice and deal with it as soon as possible.

New Customers & Suppliers

Customers

- All sales orders due to be invoiced are reviewed by the commercial director.
- **All new overseas customers to pay their first invoice before any future bookings can run (copy sales, print or digital advertising). On booking, commercial director puts the new client on Stop Credit until payment made.**
- **Any new client booking more than £10,000 in that booking must pay 50% of the first item due on booking, 2nd 50% due on delivery.**
- Any customers of concern are shared with the Finance Assistant, and if no prompt payment they are put on stop credit.
- More serious concerns should be passed to the Finance Director.

Suppliers

- When appointing a supplier, you must agree payment terms. If payment terms are worse than the existing supplier then this must be discussed and agreed with the Finance Director. If there is no mention of payment terms our standard terms are 30 days from publication or 30 days from invoice/supply whichever is later
- All key supplier changes should be discussed and agreed with the Managing Director before appointing

Payment of Invoices

- The Finance Assistant will schedule all payments on the appropriate due date having checked this is agreed with the Finance Director and will notify the Finance Director when payments have been set up.
- Payments up to £2,000 may be made by the Finance Assistant, up to £10,000 by the Finance Director and over £10,000 by the Managing Director.
- There will be two payment runs a month, end of month and mid-month. Only in extreme circumstances will anything be paid outside of these times. As part of this process enough information is provided to the managing director to be able to approve these for payment and copies of invoices will be provided to them on request.

- We aim to pay all invoices within 30 days. To achieve this deadline all invoices need to be received and processed in a timely manner i.e. within 7 days of invoice date.

Payment Card Industry (PCI) Policy

- Only the Finance Department are authorised to take card payments via the PDT terminal.
- Cardholder data should never be recorded on paper or electronically and any data is shredded immediately after processing.
- The Finance Assistant should refuse to handle credit card details via email.
- In the event of a suspected security incident/system breach contact Acora support via telephone, where a case will be raised.
- All new staff should familiarize themselves with the Acceptable Use Policy (AUP) in the company handbook.
- Below is a list of third-party service providers (maintained by finance) that:
 - Would have access to your customer's cardholder data
 - May store, processes or transmit cardholder data on behalf of your business
 - Provides you with a service to help you accept or process a payment
 - Provides you with a service that helps to protect your customer's cardholder data or the card data environment.
 - **Opayo** – payment client
 - **Brighter Tools** – developer responsible for integrating secure checkout
- For all third-party vendors a written agreement is maintained that includes an acknowledgement that the service providers are responsible for the security of cardholder data the service providers possess or otherwise store, process, or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment.
- The IT department carries out the following due diligence prior to engagement with service providers:
 - Payment provider – well known and reputable company was selected – no more due diligence required.
 - Web developer– Trial on less sensitive work for a 3 month period before working on payment system integration.
- The finance department will check that all service providers (Opayo) maintain PCI-DSS compliance annually.

Sales Order Processing

Payment terms: All payment terms should be confirmed with the customer by e-mail

- **EVENTS:** 1st 50% invoiced on booking, due by return, 2nd 50% invoiced 12 weeks prior to the event due by return. If the order is within 12 weeks of the event, 100% due by return. Access to the event is only possible if full payment has been received.
- **ADVERTISING/WEB:**
 - Any order for less than £500 OR any order from a PRIVATE INDIVIDUAL YOU MUST arrange to be paid by credit card (via finance department).
 - For orders over £500 from a business, payment is due 30 days from publication date.
- **COPY SALES & BOOKS:** Any order for less than £250 YOU MUST arrange to be paid by credit card (via finance department). For orders over £250, payment is due 30 days from publication date. If the client cancels any bookings not yet completed, we will credit in full the amount outstanding. Prepayment for all new customers irrespective of order size.
- **PARAGRAPH PARTNERSHIP:** 1st 50% due on commissioning, 2nd 50% due on delivery and no work should take place until the deposit has been paid.

Travel Booking Policy

- Always seek approval from the Managing Director for expenditure in excess of £1,000
- Cash advances: in exceptional circumstances you may request a cash advance against expenses; ask the Finance Director at least 7 days in advance of your trip, specifying the currency you need, and this amount will be offset against your next expenses
- Flight compensation policy: any compensation paid to employees is due to the Company and will be deducted from salary
- Flights: no seats, insurance, luggage (unless overnight) or text confirmation should be paid for
- For flights or international travel or larger amounts prepare what you plan to book, email a copy to your department head who will process the payment on their card. The following hold Company credit cards; Managing Director, Finance Department, Awards Director, Commercial Director
- For trains, tubes, driving, general expenses use your own method of payment for booking and reclaim expenses in the normal way on the next payment run.
- Insurance payout and other compensation: compensation paid to employees is due to the Company and will be deducted from salary
- Planes: travel standard/economy class and book sufficiently in advance to obtain the best possible prices
- Select the most cost-effective mode of transport taking into account journey time and the nature of the journey as well as the monetary cost
- Taxi: use taxis only when strictly necessary and where it is cost effective to do so and where possible should be arranged using Paragraph's account
- The Company will reimburse any reasonable out of pocket travel expenses (not booked in advance as above) in the performance of your duties of the employment
- This policy does not include travel between home and office unless the office is not your usual place of work
- Trains: travel off-peak where possible, 2nd class, unless a 1st class ticket is no more than an additional £5 each way, and book sufficiently in advance to obtain the best possible prices

Responsible Driving (Hire or Own Car)

Professional conduct is paramount whilst in charge of a vehicle on Company business and drivers are obliged to demonstrate due care and attention at all times. Any inappropriate behaviour while using a vehicle on Company business may result in disciplinary action and the following specific rules are in place:

- (a) Speed of Driving: drivers must adhere to speed limit restrictions on the respective roads they travel on. The Company will not intervene on behalf of a driver should they breach any legislation documented by the Driving Standards Agency. Any penalty due as a result of a speeding offence will be the liability of the individual driver
- (b) Parking Vehicles: drivers should comply with any parking restrictions in place. Illegally parked vehicles may incur parking fines. Any fines incurred will be presented to the driver for prompt payment by the driver
- (c) Other Charges: drivers are responsible for ensuring all other charges are paid on time. Any fines incurred as a result of failure to pay charges within the designated time scale are the liability of the individual driver

If there are exceptional circumstances relating to Company business which cause you to incur any fines mentioned above then please discuss with the Managing Director or Finance Director.

Procedures for making an expense claim

- Paragraph will reimburse employees for reasonable expenses wholly, necessarily and exclusively incurred in connection with its business. Employees should not be either financially disadvantaged or advantaged because of genuine business expenses. Employees are responsible for the payment of all expenses they incur, except where we have direct settlement arrangements with suppliers in place
 - Complete the Expense Form.
 - Ensure all original VAT receipts are numbered and attached to the back of the form which should also show the items numbered accordingly to enable easy identification.
 - Pass the completed and signed form, with receipts attached, to the Finance Assistant before the 15th of each month to ensure inclusion in the next payment run.
 - Finance will check all details have been completed correctly including if VAT is claimable before passing to the Managing Director for final approval.
 - Payment will be made direct to the employee's bank account along with their wages.
- The employee needs to obtain signed approval from the budget holders and line manager, and then Managing Director.

Types of expense claim

- *By Employee's Own Car/Motorcycle/Bike*
 - The mileage allowance is set out below **to cover all relevant costs including appropriate insurance:**
 - Cars and vans up to 10,000 miles: 40p/mile; over 10,000 miles: 20p/mile
 - Motorcycles: 20p/mile
 - Bicycles: 10p/mile
 - Mileage is calculated as the lower of:
 - Home to destination or Office to destination
- *By Hire Car*
 - Pre-booked hire cars include car rental, taxes and fees, insurance and collision damage waiver. The hire company will be keen to get you to sign up for other additions, you should only agree to damage protection. You should return your vehicle with the same amount of fuel as you received it in and any fuel or mileage costs should be actual at the end of your journey rather than estimated at the start.
- *Hotel Accommodation*
 - Should be booked in advance to obtain the best possible rates
 - The hotel location needs considering with the cost of taxis and time required to travel to and from the hotel
- *Subsistence*
 - An employee may claim for meals and beverages when travelling on Paragraph business away from their normal place of work. A guideline is outlined below and any amount in excess should be discussed in advance where possible. If you wish to have breakfast when staying in a hotel, book the room including breakfast. If taking breakfast outside the hotel, the allowance is up to **£10**. Other meals are:
 - For part of a day including lunch up to **£15**.
 - For part of a day including dinner up to **£20**.
- *Overseas Trips*
 - The rules above apply to overseas travel. However, in some cases, it may be necessary to allow higher limits for subsistence costs, subject to approval from the Managing Director. The intention is that the employee should be able to obtain meals of an equivalent standard to that available to them in the UK
- *Entertaining – Business*
 - Employees should only entertain visitors and guests where it is likely to assist Paragraph in its business objectives. By contrast, entertainment of Paragraph acquaintances does not count as business-related if the purpose is social, even if there is discussion of business-related topics in the course of the entertainment.
 - The level of hospitality should be consistent with the need for entertainment of the individuals. It is an Inland Revenue requirement that in cases of entertainment all names, organisation & reasons for the entertainment are submitted with the claim.
- *Entertaining – Staff*
 - Staff entertaining is generally not permitted without express permission of the Managing Director

GIFT POLICY

- Bottles: if you receive any bottle as a gift, you must give it to the Managing Director to place in the Company's Bottle Library
- Other Gifts:
 - On occasion, you may be given gifts by a third party (such as a customer or supplier). All such gifts should be notified to the Finance Director, and any gifts will be recorded in the Company Gift Record. There are income tax rules which relate to the receipt of such gifts as outlined. Income tax is not charged under any of the provisions of Schedule E on a gift received by an employee or office holder if all the following conditions are satisfied;

- The gift consists of goods or a voucher or token only capable of being used to obtain goods
- The person making the gift is not the employer (or a person connected with the employer)
- The gift is not made either in recognition of the performance of particular services in the course of your employment nor in anticipation of particular services which are to be performed
- The gift has not been directly or indirectly procured by the employer (or by a person connected with them)
- The total cost of all gifts made by the same donor to the employee during the income tax year is <£250
- For the purposes of this concession:
 - A gift made to a member of an employee's family or household will be treated as a gift made to the employee
 - The cost to the person making the gift includes any VAT paid whether or not it is reclaimable
 - Whether persons are "connected" will be determined in accordance with TA 1988 s 839
 - "Family or household" will be determined in accordance with TA 1988 s 168(4)
- Where the costs of a gift or gifts an employee receives from the same third-party donor in an income tax year exceeds £250, tax will be payable on the full amount assessable under the relevant charging provision
- You may not resell any gift given to you as part of your employment

GRIEVANCE POLICY

Please refer to your personal contract

HEALTH AND SAFETY POLICY

1. About this policy

1.1 Paragraph is committed to ensuring the health and safety of staff and anyone affected by our business activities, and to providing a safe and suitable environment for all those attending our premises.

1.2 This policy sets out our arrangements in relation to:

- a. assessment and control of health and safety risks arising from work activities;
- b. preventing accidents and work-related ill health;
- c. provision and maintenance of a safe workplace and equipment;
- d. information, instruction, training and supervision in safe working methods and procedures;
- e. emergency procedures in cases of fire or another major incident.

1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

2. Responsibility for this policy

2.1 The Managing Director is the Principal Health and Safety Officer with day-to-day responsibility for health and safety matters.

3. Your responsibilities

3.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.

3.3 You should report any health and safety concerns immediately to your line manager or the Principle Health and Safety Officer.

3.3 You must co-operate with managers on health and safety matters, including the investigation of any incident.

3.4 Failure to comply with this policy may be treated as misconduct and dealt with as a disciplinary issue.

4. Training

4.1 We will ensure that you are given adequate training and supervision to perform your work competently and safely.

4.2 Staff will be given a health and safety induction and provided with appropriate safety training.

5. Equipment

5.1 You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager.

5.2 No member of staff should attempt to repair equipment unless trained to do so.

5.3 The Managing Director is responsible for ensuring equipment safety and maintenance.

6. Accidents and first aid

6.1 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.

6.2 All accidents and injuries at work, however minor, should be reported and recorded in the Accident Book which is kept in the kitchen.

6.3 The Principal Health and Safety Officer is responsible for investigating any injuries or work-related disease, preparing and keeping accident records, and for submitting reports to the relevant authorities if required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

7. Fire safety

See Fire Policy on page 21.

8. Risk assessments and measures to control risk

8.1 We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

8.2 Measures will be taken to avoid or reduce the need to lift or carry items which could cause injury (manual handling) and to provide training on manual handling as necessary.

8.3 The use of hazardous substances at work will be avoided wherever possible and less hazardous alternatives will be used where available. Training on the control of substances hazardous to health will be provided as necessary.

8.4 The Managing Director is responsible for workplace risk assessments and any measures to control risks.

9. Computers and display screen equipment

9.1 If you use a computer screen or other display screen equipment (DSE) habitually as a significant part of your work:

- 9.1.1 you should try and organise your activity so that you take frequent short breaks from looking at the screen;
- 9.1.2 you are entitled to a workstation assessment;
- 9.1.3 you are entitled to an eyesight test by an optician at our expense.

- 9.2 You should contact your line manager to request a workstation assessment or an eye test. Eye tests should be repeated at regular intervals as advised by the optician, usually every two years. However, if you develop eye problems which may be caused by DSE work (such as headaches, eyestrain, or difficulty focusing) you can request a further eye test at any time.
- 9.3 We will not normally pay for glasses or contact lenses, unless your vision cannot be corrected by normal glasses or contact lenses and you need special glasses designed for the display screen distance. In such cases please discuss this with us.
- 9.4 Workstation assessments will be conducted annually in January for all employees.

INFORMATION TECHNOLOGY

Databases

- Databases are only as good as the information put in to them so please always keep the databases up to date.
- Use "How to enter data on Filemaker Pro" summary on the server to enter a new record or update an existing record.
- Record every call, meeting or email communication of significance in Call Records.
- If there is an issue with Filemaker please inform Research and Office Operations.

Data protection

The Data Protection Act controls how personal information is used by organisations, businesses or the government. Paragraph has to follow strict rules called 'data protection principles.' We must make sure the information is:

- Used fairly and lawfully
- Used for limited, specifically stated purposes
- Used in a way that is adequate, relevant and not excessive
- Accurate
- Kept for no longer than is absolutely necessary
- Handled according to people's data protection rights.
- Kept safe and secure.
- Not transferred without adequate protection.

There is stronger legal protection for more sensitive information, such as:

- Ethnic background.
- Political opinions
- Religious beliefs.
- Health
- Sexual health.
- Criminal records.

The following should be recorded at the bottom of all mailings:

"Information obtained by Paragraph will be held in accordance with the Data Protection Act, treated confidentially and with sensitivity. We do not sell or swap information with other organisations; this would only be released after the express permission was given by the individual concerned. Paragraph will hold your data and will use this to send you information in compliance with the highest standards of data protection and in line with fund-raising best practice."

Digital

- Every magazine or annual has a digital edition, produced by PageSuite
- Every brand has social media handles
- Web development
 - Our ticket sales provider is called EventBrite
 - We work with external web developers; please check with Research and Office Operations if you need any work carried out.

IT, Emails and Technology

- Urgent IT problems should be reported to our external IT company – Acora, with non-urgent issues reported to Research & Office Operations.
- Research & Office Operations is responsible for signing off all IT invoices, consulting with heads of department for approval.
- Always reply to emails within 24 hours
- Send thank you emails after all external meetings within 1 week
- Create a 'filing system' for your emails
- Deleted & sent emails must be permanently deleted monthly and you must empty your recycle bin and run Disk Clean-up regularly
- Emails older than 2 years will be automatically archived. The archive can be found under your inbox in outlook.
- Copy all important emails to a Filemaker Call Record
- When note taking, always include a date, the attendees and when signing a note/post it/etc. always initial and date
- All emails to use Tahoma 10 font: all documents to use Arial 10 font
- All staff must use the same logo signatures or personal ones if communicating on single brands
- Antivirus; every computer should have Bitdefender installed, if at any stage you are concerned that your antivirus isn't installed or working correctly, please contact Acora.
- All computers must be locked whilst on lunch and outside office hours. Smaller breaks from your machine are under your discretion, if sensitive information is on display, please lock your machine every time that you leave it.

- All machines must be password protected. For windows machines this is enforced by Acora. For Macs, please make sure your local user account has a password
- All new usernames & passwords are to be set with generic email addresses where possible
- Passwords must be stored securely
- Device and data security is everybody's responsibility, passwords must not be weak (must contain numbers and letters, 1 uppercase letter, and be over 8 characters long). Passwords must not be reused.
- No personal software or documents may be stored on company equipment without the express permission of the Managing Director.
- Back-up procedure: the backup system is set to automatically run every night and is backed up offsite. Acora are responsible for ensuring this happens. Archived data is backed up weekly by Research and Office Operations. If you ever lose significant work, please speak to the Research and Office Operations to get a copy from the most recent backup. Retrieving backups is possible but will take 24 hours, please consider if this is worth the time to recover the amount of work lost.
- If remote access is granted to a software vendor or support company the remote access facility must be removed when it is no longer required.
- Only formally authorized individuals may use card payment devices. These may only be used to take payment for products or services provided by Paragraph Publishing. For more information on payments please see the PCI policy.
- Domain policies
 - The domain name follows the brand name; No abbreviation domains for long names
 - BrandName.com for every brand, and IF NOT AVAILABLE Approach BrandName.com to sell the name, and IF NOT AVAILABLE BrandName.co.uk for certain, rare top level brands.
- Email policy:
 - FirstName PLUS Initial@Domain = LewisC@Paragraph.co.uk
 - Generic job titles at each domain = Editor@Domain.co.uk or .com
- Housekeeping:
Paragraph Drives are managed as follows:
 - Archive by the Creative Director
 - Rothes Glen by the Managing Director
 - Budget_Forecast by the Finance Director
 - Company by the Managing Director
 - Design by the Creative Director
 - Editorial by the Publisher and Editorial Manager
 - Financial by the Finance Director
 - Leadership by the Managing Director
 - Management by the Managing Director
 - Production by the Production Manager

Server rules of management, to be carried out twice annually by 30 June and 31 December each year, are:

- Each drive should only have folders (no individual documents, which should be in the relevant folder).
- If anything doesn't logically fit, create a folder entitled Zzz which will show up at the end of the drive.
- You have only three choices when you do your monthly review of your files or documents; should I KEEP it, DELETE it, or ARCHIVE it. We recommend you delete duplicated items and older/files that you know are no longer needed. If data should be kept but will not be needed regularly, or to be edited then please liaise with Research and Office Operations to archive it.

IT Equipment

The following is the standard IT equipment issued to staff (or new equivalent models of the below):

- Laptop - Dell Latitude 5520 15"
- Mouse - Dell MS116 Mouse USB 570-AAIS Black (2 if working from home)
- Keyboard - Microsoft Wired Keyboard 600 (2 if working from home)
- Laptop stand - Kensington Easy Riser (2 if working from home)
- Headset - Plantronics Blackwire C3220

Optional equipment available on request:

- Lumbar support - Mzimoon Mesh Back Support
- Mouse/keyboard pads - URMI Keyboard Wrist Rest Pad
- Laptop case - MOSISO Laptop Sleeve

New staff monitor set up is assessed on arrival and all stations are assessed annually in January. Second monitors are available if necessary; check this with your manager. Inform Research and Office Operations immediately if any IT equipment is not operating effectively.

LEGAL

Should you require any business legal advice, in the first instance you must inform the Managing Director. We have two sources available to us; our industry association, the PPA, and our solicitor's, Leathes Prior.

MARKETING AND CIRCULATION

- All potential subscribers should be directed to the web site subscribe page to select a print / digital sub to pay the correct amount
- E-newsletter policy

- All e-blasts and e-newsletters are sent via DotDigital.
- The Marketing Manager oversees all e-newsletter communications and schedules.
- House advertising is included in all our publications and each advertisement should have a Sales Order accompanying it.
- Marketing plans are prepared annually by brand by the marketing manager.
- Social media channels are agreed for each brand, with content pre-planned and ad hoc, some supported by promotional budgets
- Trade customers who want multiple copies of a publication regularly should be sent the corporate bulk subscription form.

MATERNITY AND PATERNITY LEAVE POLICY

1. About this policy

1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave.

1.2 It also sets out the rights and responsibilities of those who may be eligible to take paternity leave.

1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

Maternity leave

2. Time off for ante-natal care

2.1 If you are pregnant you may take paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

3. Entitlement to maternity leave

3.1 All eligible female employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

4. Notification

4.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

4.2 Before the end of the fifteenth week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, you must tell us:

- a. The week in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
- b. The date on which you would like to start your maternity leave (Intended Start Date).

4.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (Expected Return Date).

4.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

5. Starting maternity leave

5.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

5.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

5.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

5.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

5.5 The law says that we cannot allow you to work during the two weeks following childbirth.

Paternity leave

6. Time off for ante-natal care

6.1 You are entitled to time off during your working hours to accompany a pregnant woman to attend an ante-natal appointment. Such time off is unpaid and is limited to no more than 2 occasions, lasting no more than six and a half hours each. Six and a half hours is an absolute maximum and we do not envisage in most situations that you will require that amount of time off.

6.2 You are entitled to take such time off if you are the pregnant woman's husband or civil partner, if you live with the woman in an enduring family relationship (but are not a relative of her), if you are the child's father, and in limited other circumstances.

6.3 You may be asked to provide evidence of the appointment and your request may be refused if reasonable in the circumstances.

6.4 In the first instance you should ask your manager for the time off.

7. Entitlement to paternity leave

7.1 Paternity leave is available on the birth of a child if, on the 15th week before the Expected Week of Childbirth, you have been continuously employed by us for at least 26 weeks, and either:

You are the biological father and will have some responsibility for the child's upbringing; or You are the husband, civil partner or cohabiting partner of the biological mother and will have the main responsibility (*with the mother*) for the child's upbringing.

8. Paternity leave

8.1 Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born. You can start your leave on the date of birth or later, provided it is taken within eight weeks (56 days) of the birth.

8.2 To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth, or as soon as you reasonably can, stating:

- a. The Expected Week of Childbirth;
- b. Whether you intend to take one week or two weeks' leave; and
- c. When you would like your leave to start.

8.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

Pay and other terms

9. Maternity and Paternity pay

9.1 Statutory maternity pay (SMP) is payable to a mother for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week, you meet the statutory notification requirements, and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks of SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

9.2 Providing you have not received any payment in accordance with clause 9.1 above, statutory paternity pay is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year.

10. During leave

10.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during any period of maternity or paternity leave.

10.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

10.3 If you are a member of the pension scheme, we shall make employer pension contributions during leave, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity or paternity pay you are receiving, unless you inform us that you wish to make up any shortfall.

11. Keeping in touch

11.1 We may make reasonable contact with you from time to time during your leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

11.2 Whilst you are on maternity leave, you may work (including attending training) for up to ten "keeping-in-touch" days during your leave. This is not compulsory and must be discussed and agreed. You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.

12. Returning to work

12.1 You must return to work on the Expected Return Date (or on the expiry of your paternity leave period) unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.

12.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, in some circumstances the position may be slightly different, for instance if you, as a mother, have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

12.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a flexible working request. It is helpful if such requests are made as early as possible.

12.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

OFFICE

Access

- All staff are issued with a door entry fob. The entry fob is held opposite the black box under the door buzzer to allow access.
- After 3 months' service, an alarm fob and key are issued. After setting the alarm the front door must be locked on departure and unlocked on arrival.
- The alarm is set via an alarm code, and unset via the alarm fob which is held in the bottom right hand corner of the front of the white alarm box for a minimum of 2 seconds until the sound is made.
- Any lost key or fob will incur a £10 replacement charge.

Air-Conditioning

- The ground floor air-conditioning unit is **not** required to be turned on unless extreme temperatures are realised. When on, ensure the door is shut and locked.

Annual bonus

Every employee will participate in our annual discretionary company bonus scheme, reviewed each March on the previous year's performance, and paid in April's payroll. An employee must be an employee at the point of distribution in April's payroll, otherwise they waive their right to the profit share.

Attendance bonus

- When assessing any annual bonus you may be due, up to an additional 20% will be added as a reward for a good attendance record. What amounts to a good attendance, and what percentage of bonus uplift that may be applied, will be at the absolute discretion of the Company taking into account all relevant factors.
- Please be aware that any sickness absences from work on the grounds of pregnancy or disability related sickness will be disregarded for these bonus assessment purposes, as will annual leave and any absences which you were entitled to on a statutory basis (i.e. emergency time-off for dependants' leave, jury service).

Burglar Alarm

- The office burglar alarm is set every night by the last person who leaves the building
- If you mistakenly trigger the alarm: call ADT on **0344 800 1999**, on the voice system press option 2; our reference is **1000810352**

Car parking

Paragraph has a total of 5 parking spaces; 3 in Woolgate Court beside the office, and 2 in the rear car park, accessed via Westwick Street. These are allocated as follows:

- 3 car parking spaces beside in the courtyard: Managing Director (by low wall); Finance Director: middle; Awards director: nearest cherry tree.
- 2 car parking spaces behind the office: in the rear car park: Commercial Director (in corner); Creative Director (beside space 18).
- If any of the above are absent due to holiday, business or events their space is available to other members of staff on a first come first served basis, identified in Office Availability.
- Due to limitations of Company parking no car should be left in a Company parking space whilst away in excess of a day.
- Paragraph is not responsible for paying parking tickets issued to members of staff.

Changes in Personal Information for Employment Purposes

It is important our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties when emergency contact is required. You **must** notify your Line Manager immediately of all changes in the following personal information:

- Name.
- Home address.
- Telephone / mobile number.
- Bank account details.
- Examinations passed/qualifications gained.
- Emergency contact.
- Driving licence penalties (if you are required to drive on Company business).
- Criminal charge, caution or conviction.
- Conflict, or potential conflict of interest.

Personal data on employees is held in accordance with the provisions of the Company's Data Protection Policy which will be made available for inspection by you if required.

Christmas

- Milk to be cancelled.
- Heating to remain on economically.
- Post, inform Royal Mail of dates not open.
- Gifts are sent to a list of suppliers provided by the Leadership Team and Production Manager.
- Christmas cards may be sent to suppliers but we do not send them to customers.

Cleaning

- Cleaning is carried out once a week, at the weekend, by Hannants.
- The kitchen must be kept clean and tidy. All crockery not washed by hand is to be placed in the dishwasher and not on the work surface. Please be responsible for anything you put in the fridge and if not used by the sell by date place in the bin.

Conflict of Interest

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in Paragraph's best interest. Generally, a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from Paragraph.
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to Paragraph.
- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on Paragraph.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your manager.

Doctor and dentist appointments

- Reasonable time is allowed for doctor & dentist appointments and is in your own time. Any office time lost must be made up.

Dress code

- Be prepared to be interviewed by the BBC with 30 seconds warning!
- Smart casual. Smart, presentable clothing must be worn at all times.

Drinks

- The Company provides tea, coffee, milk and sugar for all staff available in the kitchen on the first floor.
- Water is provided from the water unit. If the water machine runs out please put the empty bottle on the ground floor and exchange it for a new bottle. Please advise the Finance Assistant if you take the last full bottle to ensure a continuous service. Water is automatically ordered on a monthly basis.

Email Remote Access

- You can access emails and calendar remotely from any computer/mobile any time. Ask Research and Office Operations for access details.

Employee relationships in the workplace policy

- Policy brief & purpose: our workplace dating policy provides guidelines our employees should follow when they are romantically or sexually involved with a colleague. We don't want to place undue restrictions on employees dating each other, as everyone should be free to choose their partners. We do want to make sure that relationships won't cause awkwardness or problems in our workplace.
- Scope: this policy applies to all our employees regardless of gender, sexual orientation or other protected characteristics. In the context of this policy, "employee dating" includes consensual romantic relationships and sexual relations. We explicitly prohibit non-consensual relationships.
- Policy elements: we won't get involved in your private lives and will always be discreet. If you enter a relationship with a colleague, please inform us. We want to be aware of these relationships so we can better handle gossip or conflicts of interest. You must also, make sure to:
 - keep your personal issues and discussions out of the workplace.
 - be productive and focused. If you find your work is affected by dating a colleague, seek advice from your Manager.

Eye Tests and Spectacles

- Paragraph recognises its obligations under the Display Screen Equipment (DSE) Regulations whereby it will contribute to the cost of an eye test, by way of a voucher, if you use display screen (computer monitor) equipment for a significant part of your working day. Eye test and spectacles vouchers can be obtained from the Finance department and should be obtained before booking your appointment.
- Paragraph provides one eye test voucher in any 12-month period and will not contribute towards the cost of spectacles with any element of everyday use, in other words the spectacles must be exclusively for VDU use.

Fire Policy

Objectives

- To safeguard all persons on Paragraph Publishing premises from death or injury in the event of a fire or associated explosion
- To minimise the risk of fire and to limit the spread of fire.
- All staff should familiarise themselves with the fire safety instructions, displayed on notice boards and near fire exits in the workplace.

Procedures – 6 Woolgate Court

- Fire evacuation
 - Operate the nearest fire alarm. Leave the building by the nearest exit, ensuring that your floor is empty, that your office door is firmly shut, and that the toilets are clear. Do not stop to collect belongings. Do not re-enter the building until told to do so.
 - Report to the designated Fire Marshal at the cherry tree assembly point in the car park.
- Fire alarm will be tested monthly on the first Monday of the month at 09.15 and will be recorded in the Fire Log.
- Fire drills will be conducted by the Fire Marshall in January and July.
- Fire extinguishers are located on the landing just outside office doors. Staff will be trained in the correct use of fire extinguishers, which will be tested annually.
- Fire exit is through the main front door.
- Should you need to contact the Fire Service:
 - Provide full address of the premises.
 - A contact telephone number.
 - Nature of facility.
 - The nature and extent of the fire and any people in danger if possible.
 - Your name and designation.
 - Remember to request an estimated time of arrival.
- Fighting fires: staff should only attempt to FIGHT a fire if:
 - There is another member of staff present to assist.
 - There is no danger to themselves or others.
 - They have the correct equipment with which to fight the fire and have been trained.
 - They are confident they know how to use the equipment correctly.
 - The fire looks easy to get under control i.e. a waste bin. Fire extinguishers are only first aid devices and will not be adequate to fight an established fire.
- Staff are not required to fight any fire and if they have any doubt they should not do so and await the Fire Service

Procedures – Viking, 6 Turnpike Close, Court, Sweet Briar Park, NR6 5BD

1. General Procedures

- All employees must be familiar with the fire safety procedures in place and know what to do in case of a fire.
- Regular fire drills must be conducted to ensure that all employees are aware of the evacuation procedures, this will need to be coordinated with Viking Storage as we are unable to run fire drills from the office area.
- The designated assembly points for employees to gather in the event of a fire are located at the main entrance gate and the waste disposal area.

2. Fire Detection

- The premises is fitted with an adequate number of Fire Alarm Call Points, these are located at –

GROUND FLOOR FIRE EXIT	LOADING BAY R/S	RECEPTION
LOADING BAY S/D	GROUND FLOOR OFFICE CORRIDOR	BUSINESS CENTRE GROUND FLOOR ENTRANCE
BUSINESS CENTRE 1 ST FLOOR STAIRWELL	1 ST FLOOR FIRE EXIT	BUSINESS CENTRE 2 ND FLOOR STAIRWELL
2 ND FLOOR FIRE EXIT	BUSINESS CENTRE 3 RD FLOOR STAIRWELL	3 RD FLOOR FIRE EXIT

- The premises is fitted with an adequate number of smoke detectors installed and regularly tested to ensure they are in working order.
- Any faults or malfunctions with the smoke detectors must be reported to Viking Storage immediately and repaired.

3. Evacuation Procedures

- In the event of a fire, employees must evacuate the premises immediately in a calm and safe manner. Fire exits can be found at the end of each Aisle in the storage area and at the front of the main building.
- Employees must not use the lifts during an evacuation.
- Disabled employees must have a designated evacuation plan and must be given assistance to evacuate.

4. Visitors

- Visitors must be made aware of all fire safety procedures upon entry to the premises.

5. Fire Fighting Equipment

- The premises has an adequate number of fire extinguishers, located in easily accessible areas, these are located at:

RECEPTION	GA01	GE01
GE15	GD01	GROUND FLOOR KITCHEN
BUSINESS CENTRE ENTRANCE	FA01	FE01
FE15	FD01	BUSINESS CENTRE 1 ST FLOOR STAIRWELL
BUSINESS CENTRE 1 ST FLOOR OFFICE CORRIDOR	BUSINESS CENTRE 2 ND FLOOR STAIRWELL	BUSINESS CENTRE 2 ND FLOOR OFFICE CORRIDOR

- There must be a designated fire Marshall on site at all times.
- Do not attempt to tackle a fire that is larger than the size of a waste paper bin.

6. Maintenance and Record Keeping

- All fire safety equipment must be regularly maintained and tested to ensure they are in working order, this will be the responsibility of Viking Storage.
- Records of fire safety equipment testing and maintenance must be kept (Viking Storage).
- Any faults or malfunctions with the fire safety equipment must be reported to Viking Storage immediately and repaired.

Freelancers

- We work with a number of freelancers, whose editorial work is completed under our Standard Contributor Terms & Conditions.
- Appointing 'freelancers' with whom an employee has a relationship: if the member of staff has a relationship (defined as family member, boyfriend or girlfriend) with a potential contributor or freelance worker, before any approach is made to that individual the idea must be discussed with the Managing Director first.

Heating

The boiler is on the top floor in the corner cupboard. In cold month's the timer is set to come on at 7.30 a.m. and go off at 4.30 p.m. and there are also local thermostats on each floor which should be left at 20 degrees when on. If you are too cold please turn up your local radiator, if you are too warm please turn it down or off. If you are persistently uncomfortable with the temperature please let the Managing Director know, and the thermostat in the Managing Director's office should be set between 15 & 16 degrees.

Holidays

- Bank holidays; all employees observe English bank holidays.
- Holidays are recorded at a minimum of one half of one day (e.g. if you leave at 3 p.m. or 4 p.m. this is a half day holiday).
- Holidays must be used within the calendar year (1 Jan to 31 Dec) and may not be carried over in to the following year.
- Holidays, other office absences & key company dates must be recorded on the Office Availability calendar.

- If you would like approval for a holiday, complete a Holiday Form and email it your manager copied to the Finance Director. For one or two-week holidays, please allow at least 8 weeks' notice, for any less time a minimum of 2 weeks is required.
- Total days paid holiday in each year are 20 days on joining, rising to 25 days over subsequent years. From the 1st of January of the year following completion of your first full year's employment you will accrue one day per year up to 25 days.
- As a part time employee all holiday and sickness entitlements are pro-rata to full time equivalent. Bank holidays are added to your holiday entitlement for the year and you have a total number of days available for all holidays including bank holidays. This figure is apportioned by the number of days worked to arrive at your actual entitlement. You need to book off bank holiday like any other holiday if you don't work your correct number of days during the week.

Example

Full time employee with 20 days holidays and 9 days bank holidays

Part time employee working 3 days a week – Total above =29 days x 3/5 =17.4 days rounded up to 17.5 days.

Insurance

The following insurance is in place:

- Employer's Liability.
- Public Liability.
- Travel insurance: for those who travel overseas on Company business please arrange your own cover using the instructions at: <https://www.towergateinsurance.co.uk/travel-insurance>. An annual policy is best value unless you expect to only do one trip in a year. When completing if you have any queries, please ask me. This should be paid for using your manager or budget holder's credit card. Please use the following options:
 - Excess £50
 - Cancellation £5,000
 - Baggage £2,000

Meetings

We hold the following Company meetings throughout the year:

- Annual strategy meeting (in the summer).
- Twice annual outings (summer and Christmas Party).

Medical

When a new member of staff joins, we will:

- ask for an emergency contact number which will be added to the "employee emergency contact list".
- enquire if you have any allergies which will be listed on the employee's starter form.
- any medical conditions will be recorded alongside the emergency contact number.

If a member of staff has an allergy, the Company will:

- Keep the employee's starter form on that employee's personnel file showing the nature of the allergy and treatment required.
- Check with all employees at least once per year that their emergency contact details are up to date.
- Ask the following questions
 - Do you have an allergy? If yes, how severe is the allergy? (Please provide a summary in your own words). Do you perceive any risks for your allergy in the office? Are you affected by air contamination?
 - Are you happy we inform colleagues you work with about your allergy? If yes, are you happy we inform them about any treatment you may need and how to administer it.
 - Are you happy the colleague who works closest to you assists in an emergency? If yes, are you happy we train that member of staff to recognise the symptoms and administer the adrenaline of an Epi Pen or any other agreed medication?
 - Location of Epi Pen/Medication?

If a member of staff has an allergic reaction, the Company will:

- Call for an ambulance.
- In extreme circumstances the trained colleague will administer the adrenaline of an Epi Pen or any other agreed medication. If the trained colleague is not available, any member of staff will assist in administering the adrenaline of an Epi Pen or any other agreed medication.

Medical treatment

- The first aid box is kept in the kitchen. This is checked in January and July.
- If you require any form of medical treatment please report to any member of the Leadership Team.

Notice board

The following details will be included on the kitchen notice board;

- a) Health & Safety Policy.
- b) Staff organisation chart.
- c) Staff notices.

Office security

- The ground floor is locked at all times when not in use and the key is stored onsite.
- On no occasion should the front door be left on the latch.
- If you are the first person in the office, switch off the alarm, turn on the staircase and landing lights, ensure all office lights are turned on, and fill the kettle. If a warm day, open windows on the 1st and 2nd floors only.
- If you are the last person to leave your room, ensure all machines are off, all windows are closed and your office door is closed.

- If you are the last to leave the building please check:
 - All the windows are closed.
 - All computers and screens are turned off.
 - Main office doors are closed on each floor.
 - All lights are turned off including the bathroom and stairwell.
- CCTV is installed throughout the office, the courtyard and the rear of the building, and the Company will, when required, view real time & recordings and may need to discuss the content with individual members of staff.

Pension Scheme

To help people save more for their retirement, the Government requires employers to enrol employees into a workplace pension scheme. The following is an outline summary of auto-enrolment and how this applies to the Scheme which shall be subject to the rules of the Scheme as may be amended from time to time.

As your employer, Paragraph Publishing Limited is required by law to enrol workers into its pension scheme operated in conjunction with NEST. This applies to all workers who are not already in the Scheme and who:

- Earn over the 'earnings trigger' in a relevant pay reference period;
- Are aged 22 or over; and
- Are under their State Pension Age
- *When will I join:* We will automatically enrol you into our pension scheme if you meet the criteria above.
- *What happens if I leave:* Your pension fund belongs to you, even if you leave us in the future. We'll stop paying into your pension fund if that happens, but the money you've built up will always be yours.
- *What if I don't qualify for auto-enrolment?* You can still opt in to the Scheme in certain circumstances. For further details, please contact the Finance Director
- *How do I opt out of auto-enrolment?* Individuals can opt out of auto-enrolment by following procedures in your NEST welcome pack, but only after the first month's deductions have been made. Deductions will be reimbursed (less any tax due). However, please note the Company will be required to re-enrol eligible non-members into the scheme every 3 years. Individuals can opt out of any re-enrolment after the deduction has been made.
- *How much do I pay?* We'll make employer contributions to your retirement pot and you'll pay member contributions. If you're eligible you'll also get extra money from the government through tax relief. This is paid at the basic rate, which at the moment is 20 per cent. This will be paid on the contributions you make and will go directly into your retirement pot once NEST has claimed it from the government.
- Please visit nestpensions.org.uk for the current bands.

Pets

No pets are allowed in the office without the prior written permission of the managing director.

Post & Deliveries

- Deliveries - incoming "parcel failed to deliver" card: put card in addressees' tray, or if not in, scan it & email it to them. If addressee is "Paragraph", put in Tastings tray
- Deliveries - incoming parcel: if you accept an incoming delivery, put it on the entrance wooden counter shelf and email the addressee and Data Executive (who logs it in Excel)
- Incoming post is opened by the Finance Assistant or Finance Director.
- Outgoing parcels: everyone who needs to deliver, just ask one of the Awards, Content or Production team how to arrange delivery of an outgoing parcel
- Outgoing post is no longer collected. Put your outgoing mail in the tray on the first shelf on the first floor, with your cost code in pencil on the envelope. If you are sending outside the UK, take a customs form, complete it and attach it to the envelope. Awards will frank and dispatch as normal.
- All post is sent 2nd class, unless there are exceptions. For all overseas post all correspondence has to be accompanied by a customs declaration, with the exception of personal small letters.
 - DHL & Parcels: Those that have account details will need to complete the customs information as detailed as possible on the system. It will prompt you to do so when putting in the booking. If you are sending samples abroad, please make sure the type of alcohol, volume and ABV is clearly stated on the pro forma raised. Especially Europe is currently experiencing long customs delays, no matter what you send, so please keep this in mind.
 - Royal Mail – mainly large letters (A4 and larger), certificates and magazines: for any materials that are being sent via normal post (franking machine downstairs), again, customs forms C22 have to be provided.
 - Stick/Sellotape the C22 to the front left hand side of the outer envelope – and write the address on the right hand side.
 - Value – magazines, letters and certificates – no value – should be declared as gifts.
 - All other products need to contain a value but should be declared as gifts – send via DHL Express.
- Collections need recording. Templates can be found under K: Templates.
 - Fill in the form provided when leaving a parcel for collection by one of the delivery companies leaving the time to be filled in by the member of staff that answers the door.
- Samples and tastings despatch use DHL via the Awards Manager.

Processes

- Binding machine: everyone who needs to use it just ask one of the team how to use it
- Door answering: ground floor respond to the 1st buzz; 1st floor respond to 2nd buzz; 3rd floor respond to 3rd buzz
- Laminating machine: everyone who needs to use it just ask one of the team how to use it
- Packing and sending individual copies of books and magazines to clients is each department's responsibility
- Software licenses: department specific: source your own licenses, once authorised by MD or FD

Rubbish

- Any large items, boxes, bottles should be disposed of in the three large green bins behind the black gates located near the bicycle ramp. All boxes must be broken down.
- The code for the bin gate is **1966**.

Sickness

- If you are off sick you must telephone, text or email your manager before 9.00 a.m. on the day.
- On your return you will meet with your Manager to complete your Illness Self-Certificate Form which will then be passed to be approved by the Managing Director.
- All sickness days are recorded at a minimum of one half of one day (e.g. if you leave at 3 or 4 p.m. this is a half day sickness).
- At the end of each year, the Company will calculate the number of days sickness you have taken. If this number exceeds your allowance, this number will be multiplied by your calculated day rate and you will be advised of the amount that will be deducted from your salary at the earliest opportunity. If it is obvious, during the year, that you will exceed the allowance then the calculation will be made at the first available opportunity and all further payments will be in the line with your employment contract.

Smoking

All Paragraph offices are no smoking, this includes tobacco, e-cigarettes and 'vaping'.

- **When smokers can and cannot smoke**
There is no statutory right to smoke breaks. However, you are due to work 7.5 hours per day and any smoking breaks you require are in addition to this time. Breaks should not be too frequent or too lengthy.
- **Where smoking is permitted**
As you know it is illegal to smoke in an enclosed / public space. However, smokers may use the corner under the cherry tree. Do not smoke in St Swithins Alley outside the gate under the offices as smoke can drift in to the offices.
- **Tidiness of smoking area**
If you smoke it is your responsibility to keep the smoking area clean and tidy, clear away any cigarette stubs and empty the ashtray.

Staff

- Annual reviews are held each year.
- Appraisals for new employees take place after 3, 6 and 12 months and annually thereafter.
- Days of sick pay in each year: 5 days at full pay on joining, rising to 10 days over subsequent years. From the 1st of January of the year following completion of your first full year's employment you will accrue one day per year up to 10 days, and thereafter you will be paid based on statutory sick pay calculations as per your contract of employment.
- Departing employees are to return any and all Company equipment including computer, entrance door fob and keys.
- External meetings: within 48 hours of returning from external meetings, provide your manager with a one-line summary of each meeting, with action points, and update the company record on Filemaker.
- **Lieu:**
 - All time off in lieu must be confirmed with your manager in advance by email and claimed within 14 days of the event
 - Lieu days must be used within the calendar year (1 Jan to 31 Dec) and may not be carried over to the following year
 - The show attendance guidelines with respect to time off in lieu around Whisky Live are:
 - those who work at any of our events on a Saturday or Sunday are due time off in lieu as follows:
 - if the show hours are 7.5 hours or less, one day in lieu
 - if the show hours are 7.6 to 11.25 hours, one and a half days in lieu
 - if the show hours are 11.26+ hours, two days in lieu
 - if you work a half day on either week-end day then a half day is granted in lieu.
 - if you need to stay the Saturday or Sunday evening for Whisky Live and you are not claiming lieu for working both days, then a half day is granted in lieu
 - In terms of time off in lieu at other times:
 - it is only due when a member of the team is asked in advance to work on a week-end day.
 - if you are asked to work on either a Saturday or Sunday then one day is given in lieu.
 - if you are asked to work on both days, then two days are given in lieu.
 - Lieu day claims are to be emailed only as follows:
 - Lieu Day Claimed and Lieu Day Taken forms e-mailed to your line manager, copied to the Finance Assistant.
 - Line manager approves by replying to all.
 - Once approved the Finance Assistant updates the Office Availability worksheet.
- New employees receive a starter pack which includes the Company Handbook and in some cases a brand / department specific Handbook and a number of forms.
- Notice required to terminate from either party as follows:
 - continuous service of less than 3 months; 1 week.
 - continuous service of 3 months to 2 years; 1 month.
 - continuous service of 2 years or more; 3 months.
- Office Availability is monitored via a Calendar spreadsheet which records holidays, days not in the office and meetings in the office and can be found in K:\Office_Availability. When you know you are going to be out of the office for a day (or part) or in meetings you must update this spreadsheet with the relevant code. If you have a small internal meeting this does not need to be recorded. This will also be a guide as to when car parking spaces are available.
- Out of office; when you are away on holiday or out of the office not accessing your emails (or it is a bank holiday and your role involves incoming calls / emails on that day) put the Out of Office service on your emails:

- Internal – I am currently away and return on DAY DATE MONTH. Best wishes, YOUR NAME.
- External – Thank you for your email. I am currently away, returning on DAY DATE MONTH. Should you require any assistance before then please call the office on +44 (0) 1603 633 808. Kind regards, YOUR NAME.
- Training: we provide each person with an annual training plan with internal and external training as required.
- Working from Home must be authorised in advance by your Manager or the Managing Director.

Stationery

- Stationery is ordered by the Finance Assistant.
- Stationery is stored predominantly in the ground floor cupboard with paper being on the 1st floor and envelopes on the 2nd floor.

Telephone System

- The phone system operates through Microsoft Teams. This can also be installed and used on your mobile phone to make work calls. The login for it is the same as your laptop username and password.
- The phone system automatically turns on voicemail at 5:30pm and off at 8am – during this time all calls go straight to voicemail, messages are sent to Research and Office Operations and they will distribute them to the relevant department by email.
- During all other hours, the caller will choose a department from our menu system. The phones will ring first for that department only, with the department name in the incoming call notification. Then if not answered by the department, the call will ring for all users with a generic incoming call notification.
- If an incoming call notification is displayed it is everyone's responsibility to attempt to answer it.
- All phones have a direct dial number which can be seen below the dial pad in the Teams app.
- Always answer an external call with "Good morning / good afternoon, Paragraph, how can I help?". You are expected to have a professional, friendly & polite telephone manner.
- If the person called is not in, take the caller's name, company name and phone number/email (do not take lengthy messages) and email this information to the relevant person. Do not leave hand-written notes.
- If you take a call for someone else, please transfer it by selecting the 'more' option from the top menu of the call, then select the 'consult then transfer' option, type name of your colleague and click 'teams audio call'.
- No premium rate telephone calls may be made from the office or from Company mobile phones.
- Personal mobile phones should be used outside office hours, however receipt of occasional personal calls during office hours is acceptable.
- Record-keeping: all calls (except incoming sales, staff and personal) must be recorded in Call Records on Filemaker. If the company is NOT on Filemaker then you must create the company

Weather

- During prolonged periods of hot weather more flexible working hours may be introduced. The Finance Director will advise you when this may be applicable, during which time you may start earlier in the day and finish accordingly early. You must always confirm any change in hours in advance with your line manager.
- In the case of adverse weather, if you can't get to work and can't work from home you will be required to book holiday for the period you are absent from the office.

PARENTAL LEAVE POLICY

1 About this policy

- 1.1 This policy summarises the right of some employees to take unpaid parental leave.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Entitlement to parental leave

- 2.1 To be eligible for parental leave, you must:
 - (a) have at least one year's continuous employment with us;
 - (b) have or expect to have responsibility for a child; and
 - (c) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as these count towards your 18-week entitlement.

3 Taking parental leave

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence allowance. You can take parental leave in respect of that child at any time up to the child's 18th birthday, and leave may be taken in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

4 Notification requirements

- 4.1 You must notify your manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.

- 4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.
- 5 *Evidence of entitlement*
- 5.1 We may ask to see evidence of:
- (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order;
 - (b) the child's date of birth or date of adoption placement; and
 - (c) if applicable, the child's entitlement to a disability living allowance, armed forces independence allowance or personal independence allowance.
- 6 *Our right to postpone parental leave*
- 6.1 Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
- 6.2 We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 6.3 We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 6.4 We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).
- 7 *Terms and conditions during parental leave*
- 7.1 Parental leave is unpaid.
- 7.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

TRAINING AND DEVELOPMENT

The Company aims to provide training opportunities which will provide:

- An induction programme which all staff will be required to undertake and will assist staff settling into their new role/job
- A progressive training and development scheme to enable staff to develop, relevant skills and acquire knowledge to underpin their current role and career aspirations

Appendix 1 – Starter Pack

Hardware

- Door entry fob (grey)
- Computer with appropriate software, internet, email and server access
- Company pen
- After 3 months' service; Building front door key and Alarm fob (coloured), alarm code and alarm setting and un-setting procedures

Company information

- Appraisal Form
- Appraisal Process
- Job description
- Organisation chart
- Paragraph Awards & Events Calendar
- Paragraph Brands Presentation
- Paragraph Partnership Presentation
- Paragraph Client Visit Event and Show Attendance Policy
- Paragraph Worldwide Events
- Schedules

Forms

- Bank Details
- HMRC Starter Checklist
- Home address details; Emergency Contact Details; Allergy Declaration

Other

- Health and safety induction
- Office tour

Appendix 2 – Handbook Sign-off

Name:	
Position:	

I confirm I have received a copy of the Paragraph Staff Handbook and that I have read this and understood the contents.

I also confirm that I have sought clarification from my line manager on any issues outlined in the Handbook which I am not clear about.

Signed: _____

Date: _____

Please return this form duly completed and signed within 2 weeks of your start date to the Finance Director.



**Terms and conditions for Contributing Editor supply of contributions to
Paragraph Publishing Limited (PPL)**

Standard terms for written Contributions

Last modified on 9 February 2024

These standard terms form part of the Terms and Conditions for the Supply of Contributions to Paragraph Publishing Ltd (PPL).

Commissioned Contributions

At the time of commissioning or ordering in your Contribution, you and the relevant editor should agree terms, including the fee to be paid (it is acknowledged that not all content suppliers shall seek a fee for Contributions), allowable expenses, the deadline and the rights acquired. You should also agree on the main points to be covered in your Contribution, and any special requirements. A verbal agreement to commission or deliver content is sufficient in itself, however we will endeavour to confirm the terms in writing either by email or by letter. You grant to PPL irrevocably and unconditionally the following rights and options to use, publish, transmit or license your Commissioned Contribution ("Licence") during the Term as defined below.

Unless they are expressly identified otherwise, all rights and options granted by you in this Licence shall subsist throughout the world in any language(s) as exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and remaining period of copyright in your Commissioned Contribution including all renewals, reversions, extensions and revivals of such period, the Exclusivity Period and remaining period of copyright thereafter together being the "Term". Accordingly the Contributor will not allow further publication of the Material (or any part of it).

Our fees are inclusive of rights 1–5 below. The value of these rights is reviewed annually.

1. Right to be the first publisher of your Commissioned Contribution in any media anywhere in the world in any language(s) in any of our Licensed Products at our discretion, and to keep available your Commissioned Contribution in the Licensed Products during the Term.
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7. Provided that the exercise of such option shall be subject to further contract between you and PPL, the option throughout the world in any language(s) (a) to commission from you and publish a book (in any format including but not limited to printed, electronic and audio books) and/or dedicated app (and/or similar and/or related technology) on the subject matter of your Commissioned Contribution(s); and (b) to publish a collection of your Commissioned Contribution(s) where you are the sole author in book form (in any format including but not limited to printed, electronic and audio books) and/or as a dedicated app (and/or similar and/or related technology).

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For the duration of the Term that follows the end of the Exclusivity Period PPL may bring an action for infringement of copyright in your Commissioned Contribution pursuant to Section 101A of the Copyright, Designs and Patents Act 1988.

You shall, and shall procure that any necessary third party shall, at your own expense promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Licence.

Assignment and waiver

The Contributor hereby irrevocably assigns to the Publisher, by way of present assignment of present and future rights, all right, title and interest of whatever nature (including, without limitation, Intellectual Property Rights) throughout the world in and to the Material (the "Rights") for the Publisher to hold absolutely for the full period of the Rights wherever subsisting or acquired, and all renewals, reversions, revivals and extensions thereof. Insofar as is permitted by law, the Assignor hereby irrevocably and unconditionally waives in favour of the Assignee, its licensees, assigns and successors in title all Moral Rights in the Work to which the Assignor is now or may at any time in the future be entitled.

Fees

Please note that fees: (a) are quoted in GBP; (b) shall apply to all Licensed Products unless you were commissioned on a no-fee basis; and (c) are subject to variations that may be applied by our editorial offices in your local territory.

Commissioned written Contributions (from 1 January 2024)

Contributing Editor Wordage Rate: £361 per 1,000 words and pro-rated thereafter

Digital / Blog / Online Contributions

Contributing Editor Wordage Rate: £361 per 1,000 words and pro-rated thereafter

Tastings

Standard Rate: £11 per tasting

Partnered Content / Advertorial Contributions

These shall be paid at 1.5x the Contributing Editor rate; therefore the Contributing Editor Wordage Rate would be £542 per 1,000 words and pro-rated thereafter

Stock Imagery

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£117.85
Full page	£58.00
Half page	£30.55
Quarter page	£15.45

Commissioned illustrations and artwork

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£235.00
Full page	£120.00
Half page	£61.00
Quarter page	£31.00
Eighth page	£15.55

Multimedia / Video

Multimedia / Video fee is: £35.50 per minute

Unless otherwise agreed, contributors shall be credited in the credits section of the relevant video page.

Payment

The Contributor shall provide the Publisher with an invoice for the Fee (or the applicable instalment of the Fee) in accordance with the Payment Details. Subject to the provisions of clause 7, the Publisher will pay the Contributor the amount shown on each invoice within thirty (30) days of the publication date which should be the date of the invoice. For the avoidance of doubt, the Fee is inclusive of VAT. If the Publisher determines that the Material is of a satisfactory quality and publishable standard, but nevertheless does not publish the Material within [six (6) months] of the Delivery Date, then we will pay the Contributor [fifty per cent (50%)] of the Fee (less any monies already paid by the Publisher to the Contributor) [and all rights assigned will revert to the Contributor] and the parties will have no further obligation to each other under this contract in respect of that Material.

Expenses

Unless otherwise agreed, no expenses will be paid for your Contributions.

Where a car mileage payment is agreed this is paid at the staff mileage rate of 40p per mile.

Rejection of Commissioned Contributions

If a Commissioned Contribution is rejected you should be told within eight weeks. If you don't hear anything, feel free to ask. Editors should not delay unreasonably or deny you the chance to offer an unwanted Commissioned Contribution elsewhere. Where a fee was agreed, we shall pay a spike fee of 50% of the agreed commission fee. If we determine either that the Material does not meet the requirements set out in the Commissioning Letter or is not of satisfactory quality nor publishable standard, the Publisher may (but shall not be obliged to): give the Contributor an opportunity to amend the Material in line with specific directions; or



return the Material to the Contributor without payment, in which event all rights assigned pursuant to this Agreement will revert to the Contributor and the parties will have no further obligation to each other under this contract in respect of that Material. For the avoidance of doubt, in such event no part of the Fee will be payable. If, after giving the Contributor the opportunity to amend the Material pursuant to clause 7.1.1, the Publisher only publishes seventy per cent (70%) or less of the Material due to the insufficient quality of the remainder then the Contributor will be paid the percentage of the Fee (inclusive of any monies already paid) based on the percentage of the submitted Material that is published.

Moral rights and author credits

All Contributions are subject to the Moral Rights provisions of the [UK Copyright Designs and Patents Act 1988](#) as amended from time to time. Notwithstanding these provisions, PPL endeavours to assert on behalf of its contributors their right to be identified as the author of their Contribution.

Delivery of Contributions

All Contributions should be filed electronically. If electronic delivery is likely to be impractical, you should mention this to your Commissioning Editor and an alternative method will be agreed.

Confidentiality

You undertake:

- a) to treat confidentially all documents and all technical, commercial, financial and other information which is obtained from PPL in connection with this Agreement or with the negotiations leading up to it; and
- b) not to disclose to any person, without the previous written consent of PPL, the existence of any term of this Agreement (other than terms already set out in the public domain by PPL), or the existence of any information about any dispute or disagreement between the parties; and
- c) to disclose such documents and information to third parties only so far as it is necessary:
 - i) for the performance of this Agreement; and/or
 - ii) to your professional advisers; and/or
 - iii) as required by law.

The obligations of confidentiality set out above shall not apply to any documents or information which you can show:

- a) at the time of their acquisition were in, or at a later date have come into, the public domain, other than following a breach of this clause; or
- b) you knew prior to first disclosure to you by PPL; or
- c) you received independently from a third party with the full right to disclose.

Warranties

You hereby represent, warrant and undertake that:

- a) You shall not at any time do anything to bring PPL's brands, trademarks or reputation into disrepute; and
- b) You are entitled to enter into this Agreement and you are not bound by any third-party restriction not to do so, including, but not limited to, the right and authority to license the intellectual property rights in and the use of your Contribution on the terms and conditions set forth in this Agreement; and
- c) Your Contribution shall be original and not copied wholly or materially from any other source, nor contain defamatory statements nor otherwise breach the privacy, confidentiality or other statutory or common law rights of any third party; and
- d) You shall observe the highest ethical standards in providing your Contribution under this Agreement as part of which you shall be expected: i) to abide by the Independent Press Standards Organisation's [Editors' Code of Practice](#); and ii) have full regard for PPL's own Editorial Code; and iii) to co-operate fully in the event of a complaint about your Contribution to the Independent Press Standards Organisation or PPL's internal ombudsman; and iv) to inform PPL immediately of any actual or potential conflict of interest arising from any engagement or contribution or service you undertake for PPL; and
- e) You will not sell or otherwise permit the publication of the Material (or material which is similar in form and content to the Material) to a competing publication. The Publisher will notify the Contributor of those titles that it considers to be competing from time to time; and
- f) The Publisher shall have exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and accordingly the Contributor will not allow further publication of the Material (or any part of it).

Indemnity

PPL shall indemnify you against any claims of or liability to any third party in respect of defamation on the same basis as staff journalists PROVIDED THAT:

- a) no gross misconduct or negligence can be attributed to you relating to the relevant material; and
- b) you co-operate fully with PPL in its response to the claim; and
- c) you do not engage in discussions with a complainant without PPL's prior agreement.

The Contributor agrees to indemnify and defend the Publisher against all claims (including without limitation claims by third parties), liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement by the Contributor and, in the event of such claim, the Contributor agrees to provide such assistance to the Publisher as the Publisher requires in order to defend itself.

Termination

Either party may terminate this Agreement (without prejudice to its other rights and remedies) by written notice to the other party if the other commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within thirty (30) days of the date of receipt of notice from the other. The parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to those which have accrued to either party prior to termination or expiry save that those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

Force Majeure

Neither party shall be liable to the other party for any delay in or failure to perform any or all of its obligations under this Agreement if the delay or failure is due to circumstances beyond its reasonable control including, without limitation, to the extent that these are beyond such control, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law or governmental order or regulation or failure of technical facilities, ("Force Majeure") except that:

- a) neither lack of funds nor a default or misconduct by any third party employed or engaged as an agent or independent contractor by the party claiming force majeure shall be a cause beyond the reasonable control of that party unless caused by events or circumstances which are themselves force majeure; and



b) mere shortage of labour, materials, equipment or supplies shall not constitute force majeure unless caused by events or circumstances which are themselves force majeure.

c) A party suffering an event of force majeure shall promptly notify the other party of the nature and extent of the force majeure and if it prevails for a continuous or aggregate period of more than one month in total the other party may terminate this Agreement forthwith by notice in writing to the party so prevented in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

Status of Contributors and Suppliers as Independent Contractors

You undertake any and all engagements under this Agreement as an independent contractor and on this basis a) your agreement to provide Contributions to PPL shall not be interpreted or construed to create an association, agency, joint venture, partnership or employer–employee relationship between you and us or to impose any liability attributable to such a relationship upon either party, including but not limited to PPL's Sickness Policy and paid leave; and b) you agree that you shall work from your own premises in providing services to PPL and shall provide all the necessary equipment and materials to enable you to fulfil the terms of your engagement.

For the avoidance of doubt, you are not a "worker" as defined under the Working Time Regulations 1998 (as amended from time to time), and therefore you acknowledge that the provisions in those regulations relating to hours of work, rest breaks and annual leave do not apply to you.

You confirm for the purposes of the Taxes Acts, or such other appropriate legislation, that you are a self-employed person in business in your own right and you shall be responsible for all tax liabilities arising in respect of your engagement under this Agreement, and shall yourself account to the appropriate authorities for all tax, National Insurance or similar contributions payable in respect of the provision of your services to PPL under this Agreement. You undertake to advise PPL immediately in writing in the event that your self-employed status is challenged by HM Revenue & Customs or any other taxing authority.

In the event that PPL or any of its holding, subsidiary, associated or group companies ("Group") becomes liable to account to HM Revenue & Customs or any other taxing authority anywhere in the world for any income tax, employee national insurance or any other deduction or withholding required to be made by law (including any interest and/or penalties thereon) arising in respect of payments made or to be made to you, you undertake and agree to indemnify and hold harmless PPL and/or the Group against such tax and national insurance and shall, at the written request of PPL, immediately pay PPL an amount equal to any tax and national insurance paid or payable by PPL or any other company in the Group to HM Revenue & Customs or any other taxing authority. PPL shall be entitled to set off an amount equal to any tax and national insurance or any other deduction or withholding paid by PPL or another Group company to HM Revenue & Customs or any other taxing authority against any monies otherwise payable to you.

For the purpose of these clauses, "independent contractor" shall be interpreted (as appropriate) to include all engagements made with PPL via a company or limited company. In such event, the rights of indemnity and disclosure equally shall apply.

Definitions

- "Commissioned Contribution" means material created by you on the basis of a commission from us for transmission, publication or licensing by us. For the avoidance of doubt, in relation to pictures and video "Commissioned Contribution" includes the whole shoot and all negatives, transparencies, digital pictures, unused footage and other original material produced by the contributor during and/or as a result of the shoot.
- "Contribution" means material contributed to us — whether as a Commissioned Contribution or otherwise ordered in by or offered to us for publication, transmission or licensing by us. Contributions may appear in whole or in part in any size in any part of the Licensed Products in all sections, magazines and programmes thereof and supplements thereto including special or sponsored supplements without limitation on inside pages, front pages and covers, section covers and supplement covers, in galleries, individually or in sequence, in colour or in black and white.
- An "edition" means any print, electronic, audiovisual or digital version or any regional, national or international variation of a single issue of a Licensed Product and a "single issue" means a new version of each Licensed Product.
- "External Archives" means both subscription and publicly available databases such as Lexis-Nexis and the Houses of Parliament. These institutions offer access for research purposes to material from many sources including print publications. They are usually accessible online but also via platforms such as CD-ROM.
- "PPL Network" means our digital network accessed via browsers and/or apps or any other means on any device or equipment including but not limited to desktop computers, PDAs, mobile phones and tablet devices and any other connected devices, and incorporating all our websites or any affiliate or successor websites, digital/IPTV television, RSS feeds, social media presences, and any other website, app, digital product, network or channel bearing our trademarks or brands.
- "Licensed Products" means all Paragraph publications and products in their various languages made available by us on a free-to-consumer or charged-for basis: all formats and editions (including but not limited to print, electronic, audio, audiovisual and digital products) and all other publications and products made available by us or licensed by us anywhere in the world.
- In the case of Contributions commissioned or ordered in by PPL or their appointed agents for the purposes of commercial editorial products, including but not limited to sponsored supplements and advertorials, Licensed Products shall include all media wholly owned by or bearing the trademarks or brands of PPL's commercial client and/or its official social media presences.
- "Newspaper Licensing Agency" (aka the NLA) is a limited company set up in 1996 to offer anyone — sole traders, companies, educational institutions and any other body — a one-stop shop for a licence to photocopy, digitally copy or transmit cuttings of the UK's national news media and many regional and foreign titles, too. It has reciprocal relationships with reprographic rights organisations overseas.
- Paragraph Publishing Ltd (PPL)
- "Syndication" means the direct or indirect re-licensing to third parties in English and other languages of material we have acquired for such purpose and/or published or broadcast in the Licensed Products and "syndicate" shall be construed accordingly. Under our syndication agreements, clients are permitted to integrate our content into their own platforms and products for agreed purposes which may include commercial, non-editorial purposes. Our clients are worldwide. Revenues can be but are not limited to subscription fees and advertising share and where they can be attributed to individual items of content contributors shall receive a share of such revenues on a net basis.
- "Spot Sales" means the sale or licence to third parties in English and other languages of individual items of content we have acquired for such purpose and/or published or broadcast in the Licensed Products. We usually negotiate a licence fee for such reproduction, the licence being for agreed purposes which may include commercial, non-editorial purposes, and Contributors normally receive a share of net receipts.
- "Stock Imagery" means pictures, illustrations and artwork that are not Commissioned Contributions of pictures or are retrieved from existing internal or external collections and archives, and may have been used, published or transmitted, either by us or by another publisher, on occasions prior to the relevant use in our Licensed Products.



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Editorial_Handbook: Supporting Documents

Commissioning Documents

Commissioning Brief Examples
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IPSO

IPSO Editors' Code
Paragraph IPSO Annual Statement 2024

Planning Documents & Useful Resources

Blank Flatplan



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INTRODUCTION

We use various types of journalism at Paragraph across print, online and visual formats (photo and video), but what has to unite us as writers in all of this is our independence and integrity. We can, and must, guard against damage to our publications' reputations through a shared understanding of the fundamental principles that govern our work.

Core principles

Always hold accuracy sacrosanct
Always strive for balance and freedom from bias
Always reveal a conflict of interest before submitting copy ideas
Always respect privileged information
Always guard against putting opinion into news stories
Always protect editorial sources
Never fabricate or plagiarise
Never pay for a story or accept a bribe

Independence

We believe in sending our writers and photographers on assignment; the use of agency copy must be kept to a minimum. Where possible the policy is to use correspondents in country.

This really is the essence of our reputation and fundamental to the trust that allows us to report impartially. It is crucial to our ability to report on companies, institutions and individuals, many of whom are our customers, without regard for anything other than accuracy, balance, and the truth.

As a matter of course, we do not submit stories or images to sources to vet before publication. This is a breach of our independence. We may, of our own volition, check back with a source to verify a quote or to satisfy ourselves that the information is correct, but we need to ensure that in doing so we do not give sources an opportunity to retract or materially alter a quote or information to their advantage.

Interview subjects or their organisations or companies sometimes ask to see the quotes we plan to publish before they are issued. We should resist such requests where possible.

If we do have to submit quotes for approval, we should not agree to a quote being materially changed. It is often effective to give the source a tight deadline for approval.

We do not write stories or take photographs to help clinch a sales contract or alter our coverage of a company or institution to suit Paragraph's commercial interests. The company does not expect this of its editorial staff. It expects us to apply sound news judgment and to produce stories and images that are accurate, fair, and balanced.

Integrity requires us to adhere to the highest ethical standards of our profession. All contributors have a responsibility to ensure that the reputation of Paragraph retains its high standing with whomever we come into contact. As a member of the team, you are expected to accept certain responsibilities, adhere to acceptable professional standards in matters of personal conduct, and exhibit a high degree of personal integrity at all times.

Many of our customers are often also our news sources or the subjects of the stories we write. Our relationship with them should be governed by the professional behaviour required of journalists. It is essential in our dealings with clients that we should be courteous, helpful, and attentive when they approach us with concerns or questions about specific reports. We must also pay attention (in our dealings with clients) to the line that separates the editorial and commercial functions of Paragraph Publishing. While we may discuss news issues and the news functionality of our products, it would be inappropriate for journalists to negotiate sales contracts with clients or potential customers.



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Defamation – and why we must avoid it

There is no single comprehensive definition of what is defamatory. The broad legal definition includes any material which:

- Is to a person's discredit;
- Tends to lower them in the estimation of others;
- Causes them to be shunned or avoided;
- Causes them to be exposed to hatred, ridicule or contempt.

For a statement to be defamatory the imputation must tend to lower the claimant in the estimation of right-thinking members of society generally. Even if the words damage a person in the eyes of a section of society or the community, they are not defamatory unless they amount to a disparagement of the reputation in the eyes of right-thinking people generally. More information can be found in the relevant legislation, [the Defamation Act \(2013\)](#).

Independent Press Standards Organisation (IPSO)

Paragraph is a member of the Independent Press Standards Organisation (IPSO) and must send an annual report to IPSO detailing our titles and products, editorials standards, complaints-handling process, record on compliance, and training schedule for editorial staff. As a member, we must abide by IPSO's rules and regulations as detailed in the 'Regulations' document and 'The Editors' Code of Practice' (see page 4 and Appendix). Our editorial team must read and accept the code on starting with the company and when a revised version is released by IPSO.

In 2014, IPSO's Board agreed to and released the following requirements in relation to the operation of complaints procedures:

1. Each member publication – print or online – should contain information indicating to whom complaints about editorial issues should be directed.
2. Complainants raising concerns that, in the view of the publication, appear to raise a potential issue under the Editors' Code of Practice should be informed of the existence of the Editors' Code of Practice (if it is not cited in the complaint).
3. Complainants raising concerns that, in the view of the publication, appear to raise a potential issue under the Editors' Code of Practice should be informed that the publication is regulated by the Independent Press Standards Organisation and provided with relevant contact details.



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Paragraph Editorial Complaints and Copy Amendments Policy

Part 1 – Editorial Complaints Policy

Complaints procedures to be clearly displayed in all printed and digital titles as follows:

- **Printed and digital magazines on flannel panel or imprint page – text to be displayed:**

The publishers assume no responsibility for any effects from errors or omissions. All material published in XXX is copyright and reproduction is forbidden without the permission of the publishers. All rights reserved. Paragraph Publishing is a member of the Independent Press Standards Organisation (IPSO) and adheres to its Editors' Code of Practice. If you would like to make a complaint about editorial content in this publication/website, or any related publications or websites please email editorial@paragraph.co.uk or write to us at the address above. If you are not satisfied with our response, you may appeal to IPSO at www.ipso.co.uk

- **Online (including whiskymag.com, americanwhiskeymag.com, and thedrinksreport.com) – 'complaints' link in footer navigation detailing the following complaints policy:**

All material published in XXX is copyright and reproduction is forbidden without the permission of the publishers. All rights reserved. Paragraph Publishing is a member of the Independent Press Standards Organisation (IPSO) and adheres to its Editors' Code of Practice. If you would like to make a complaint about editorial content in this publication/website, or any related publications or websites please email editorial@paragraph.co.uk or write to us at the address above. If you are not satisfied with our response, you may appeal to IPSO at www.ipso.co.uk

What is a complaint?

When making a complaint, you must clearly state that your complaint is a formal complaint under this policy.

What does this policy cover?

This policy only applies to complaints about editorial content in our publications and digital services that we control in the UK, Channel Islands, and Isle of Man. It does *not* cover:

- complaints about TV and radio services (which is regulated by Ofcom, ATVOD and/or the BBC Trust)
- complaints about advertising (as that is regulated by the Advertising Standards Authority)
- concerns about matters of taste/decency and due impartiality
- complaints about books
- complaints about user-generated content (i.e. material on our digital services e.g. websites or apps that was not posted by us or on our behalf) which we have not reviewed or moderated
- any complaint that falls outside the remit of IPSO

How we deal with complaints

Complaints will only be accepted within four months from the date of the behaviour or first publication of the article that you are complaining about. Where an article remains accessible on our website, complaints will be accepted up to 12 months from the date of the behaviour or first publication of the article that you are complaining about.

Complaints received without this essential information cannot be considered. We may seek further details after your initial contact. If you cannot provide the requested information, we may be unable to consider your complaint.

We will consider complaints from (a) any person who has been directly affected by the matter complained of; or (b) from a representative group affected by an alleged breach of the Editors' Code which is significant and of substantial public interest; or (c) from a third party seeking to correct a significant inaccuracy of published information.

We reserve the right to reject, without further investigation, complaints that show no breach of the Editors' Code; or that are trivial, hypothetical, gratuitously abusive or offensive, or otherwise vexatious or insignificant.

If you are taking legal action, we may be unable to consider your complaint.



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What happens to your complaint?

The complaints process is free of charge irrespective of the outcome of your complaint. We aim to acknowledge your complaint within five working days of receipt. You agree to respond promptly to any request for further information. If we receive multiple complaints about the same issue, we may make one response to all. We will resolve your complaint within 28 days of receiving everything we need from you to allow us to investigate. If we fail to meet this timescale, you can take your complaint to [IPSO](#). We will always treat you courteously and with respect. We expect the same from you.

Complaint to IPSO on exhaustion of our complaints procedure

If you are unhappy with our final response to your complaint you may complain to [IPSO](#) (www.ipso.co.uk). IPSO offers without charge a complaints-handling service to the public in cases where there has been a disagreement between a complainant and us about whether the Editors' Code has been breached. We will be asked to confirm that our complaints procedure has been exhausted and will do so in writing.

Policy changes

We reserve the right to amend this policy as required to ensure compliance with IPSO regulations. We will publish the current policy on our website. Your complaint will be considered against the published policy on the date of receipt of your complaint.

How to complain

To make a formal complaint about editorial content, please contact editorial@paragraph.co.uk

Part 2 – Editorial Copy Amendments Policy

Original content does not need to be kept unless an amendment has been made. This applies to both printed and online content. Where amendments are made to copy, both printed and online, original copy must be recorded in a Word document with the revised copy underneath and the date the changes were made. This must be kept for a minimum of four months from the date of the amendment to the original copy. This is for reference purposes in the event that a complaint is made.



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Editorial Policy

Paragraph publications should be produced in line with our company schedules and style guides (see in Editorial_Handbook 'Editing_&_Style_Guides'). All editorial work should be carried out in a timely manner in order to meet our deadlines.

There are many parts to the editorial process, which are set out below. This process must be adhered to avoid deadlines being missed.

1. Planning: initial ideas with publishing manager, commercial, design, and marketing teams (as necessary) to discuss general content, prospective advertising, industry involvement, and contributors/staff involvement.
2. Flatplanning: once a general outline has been discussed, a flatplan should be drawn up and agreed by all parties before commissioning (see Editorial_Handbook in 'Planning_Documents' for blank flatplan).
3. Commissioning: a clear brief to contributors including our Terms & Conditions (see Editorial_Handbook in 'Commissioning_Documents' for Paragraph Standard and Contributing Editor Terms and Commissioning_Brief_Examples).
4. First subbing: raw copy comes in from contributor and saved in 'Copy_Raw'; this must be edited and subbed to Paragraph style and resaved in 'Copy_Subbed'.
5. Designing: once copy is saved in 'Copy_Subbed', write a job note and send to the design team (design@paragraph.co.uk) along with all pictures (see page 8 for image requirements) and additional resources (including locator links for maps); pages to be returned to editorial team with three days.
6. Second subbing: completed in Adobe InDesign once the design team has completed the pages – re-read, add captions, picture credits, and pull quotes, check everything is to Paragraph style, cut any overmatter, and check page flags and numbers against flatplan.
7. Proofreading: after second subbing, pages are to be proofread twice (to ensure each page has been seen by three pairs of eyes); proofreaders make any changes and, once signed off and complete, pages are returned to design for final checks.
8. Final checks by design and production: design team do a final check of page flags, page layout, pull quotes, images, etc. and sign off; production to do final checks to ad pages.
9. PDFs to print: design team sends PDFs of final, approved pages to the printer.
10. Digital edition processing: to be completed and PDFs uploaded to PageSuite by editorial team one week before publication of print edition.

The above process must be completed according to the editorial timeline set out below. This timeline counts back from the date of publication:

-12 weeks	Flatplan agreed; drafted by editorial, assisted by design and commercial departments
-11 weeks	All content commissioned
-7 weeks	Copy deadline – all copy received from contributors
-6 weeks	First subbing and picture sourcing begins, allowing two weeks
-5 weeks	Designing of pages begins
-3 weeks	Second subbing
-2 weeks	DEADLINE WEEK
	3 days to deadline: Editorial Complete – this means final changes by editorial team done in InDesign ready to be passed to proofreaders – no more subbing after this point apart from proofreaders' corrections
	2 days and 1 day to deadline: Proofreading
	Day of deadline: Final checks by design and production; PDFs made and sent to printers
-1 week	Digital edition processing complete and uploaded to PageSuite
-0 weeks	Publication date



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Image, Photo & Video Policy

- Editors are responsible for researching, sourcing, chasing, and editing images, photos and videos for their assigned titles, websites and email campaigns (design team can assist in editing if needed).
- Images in websites and e-blasts to be cropped and sized by website/campaign owner using PhotoShop (or appropriate web-based editing programme where PhotoShop access is not available).
- E-blast campaigns to be created by marketing or editorial, with editorial to edit.
- Certificate templates to be created by design teams for editorial to edit.
- All logos created by design.
- All bottle shot photography, edits (sizing, clipping paths, touch-ups), and file naming by design.

All editorial staff will have access to the following kit and software:

- Personal mobile phone or the company mobile phone
- DSLR camera for photo and video if required
- External lapel or roving microphone for iPhone/iPad or camera
- Tripod
- Adobe Creative Cloud with InDesign, PhotoShop, Acrobat, [Illustrator, and Premier Pro]

Social Media Policy

- Editors are responsible for researching, writing, and posting all editorial social media posts for their assigned titles and websites across the relevant social media channels, or are responsible for delegating these tasks to a content editor. This does not include posts for marketing and commercial purposes, or posts related to Paragraph Partnership campaigns.
- Training will be provided on using various platforms including Later for scheduling posts across multiple platforms.

Commissioning and Contributing Editors' Role

As outlined on page 2, where possible, the policy is to use correspondents in country. In major regions (Scotland, USA, Europe, Japan, Canada) one or more correspondents are referred to as 'Contributing Editor (their region)' and are expected to adhere to our Terms & Conditions (see Editorial_Handbook in 'Commissioning_Documents' for Paragraph Contributing Editor Terms). Terms & Conditions are to be distributed upon commissioning and are to be resupplied annually.

Here is an outline of what is expected of contributors:

- Provide news, views, and event/launch coverage from their region either as commissioned by the managing editor or contributed by themselves.
- Write features as commissioned by the editor.
- Provide relevant quality high-resolution photographs to support their words; for features where contributors supply their own photography, an appropriate fee will be agreed before commissioning on a case-by-case basis.
- Fee for words and images is agreed as per rate set out in Terms & Conditions.
- Copyright information is detailed in Terms & Conditions.
- Each contributor to be supplied with a copy of the Feature Pitching & Style Guide (see Editorial_Handbook in 'Editing_&_Style_Guides').

Tastings and Judging

- Taste drinks to an agreed format and marking system (see Editorial_Handbook in 'Commissioning_Documents' for Tastings_Guidelines_For_Tasters).
- Fee for tastings is detailed in Terms & Conditions.
- Judge and assess to an agreed format and marking system, no fee.



Terms and conditions for Standard supply of contributions to Paragraph Publishing Limited (PPL)

Standard terms for written Contributions

Last modified on 9 February 2024

These standard terms form part of the Terms and Conditions for the Supply of Contributions to Paragraph Publishing Ltd (PPL).

Commissioned Contributions

At the time of commissioning or ordering in your Contribution, you and the relevant editor should agree terms, including the fee to be paid (it is acknowledged that not all content suppliers shall seek a fee for Contributions), allowable expenses, the deadline and the rights acquired. You should also agree on the main points to be covered in your Contribution, and any special requirements. A verbal agreement to commission or deliver content is sufficient in itself, however we will endeavour to confirm the terms in writing either by email or by letter. You grant to PPL irrevocably and unconditionally the following rights and options to use, publish, transmit or license your Commissioned Contribution ("Licence") during the Term as defined below.

Unless they are expressly identified otherwise, all rights and options granted by you in this Licence shall subsist throughout the world in any language(s) as exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and remaining period of copyright in your Commissioned Contribution including all renewals, reversions, extensions and revivals of such period, the Exclusivity Period and remaining period of copyright thereafter together being the "Term". Accordingly the Contributor will not allow further publication of the Material (or any part of it).

Our fees are inclusive of rights 1–5 below. The value of these rights is reviewed annually.

1. Right to be the first publisher of your Commissioned Contribution in any media anywhere in the world in any language(s) in any of our Licensed Products at our discretion, and to keep available your Commissioned Contribution in the Licensed Products during the Term.
2. Following our first use as described in clause 1 above, the right to reuse, republish and retransmit your Commissioned Contribution in any language(s) anywhere in the world in any of our Licensed Products at our discretion without further payment to you, including supplements, guides and books and similar publications and in other collections of material published by us in paper form and digitally anywhere in the world, and to keep available your Commissioned Contribution in the Licensed Products during the Term.
3. Right to use, store, publish or transmit your Commissioned Contribution in internal and External Archives and databases ("Archives") in any language(s) including but not limited to websites published by us and/or third-party database and/or archive publishers, and to keep available your Commissioned Contribution in such Archives during the Term.
4. Right to authorise the Newspaper Licensing Agency and Publishers Licensing Society and similar reprographic rights organisations in other jurisdictions ("RROs") to distribute or license the distribution of your Commissioned Contribution throughout the world in any language(s) for RROs' licensed acts and purposes as amended from time to time, and to keep available your Commissioned Contribution through such RROs during the Term.
5. Right to Syndicate your Commissioned Contribution in any language(s) subject to payment to you of 50% of all net receipts paid to PPL and attributable to your Commissioned Contribution.
6. Right to make Spot Sales of your Commissioned Contribution in any language(s) subject to payment to you of 50% of all net receipts paid to PPL and attributable to your Commissioned Contribution.
7. Provided that the exercise of such option shall be subject to further contract between you and PPL, the option throughout the world in any language(s) (a) to commission from you and publish a book (in any format including but not limited to printed, electronic and audio books) and/or dedicated app (and/or similar and/or related technology) on the subject matter of your Commissioned Contribution(s); and (b) to publish a collection of your Commissioned Contribution(s) where you are the sole author in book form (in any format including but not limited to printed, electronic and audio books) and/or as a dedicated app (and/or similar and/or related technology).

For the avoidance of doubt, all rights:

- a) pertaining to publication, distribution and licensing of your Commissioned Contribution reside exclusively with PPL during the Exclusivity Period. All requests from you, or submitted to you by third parties, to re-use your Commissioned Contribution during the Exclusivity Period shall be submitted to editorial@paragraph.co.uk and any grant of rights or amendments to the Exclusivity Period shall be subject to PPL's prior written agreement; and
- b) of whatever nature (without limitation, copyright) throughout the world which you have in your Commissioned Contribution other than those you expressly grant to us under this Licence are retained by you; and
- c) of whatever nature (without limitation, copyright) throughout the world in the column titles and names used in conjunction with your Commissioned Contribution shall reside with us.

We reserve the right as we see fit to edit your Commissioned Contribution and to make such changes to the Material as it deems appropriate (or direct the Contributor to, at no extra cost, make such alterations), save that the Publisher will take all reasonable precautions to ensure that the Material is not edited or changed so as to misrepresent or distort the Contributor's opinions or to prejudice the honour or reputation of the Contributor. We will not be required to inform the Contributor of any such editing if in our reasonable opinion, or that of our legal advisor, editing is required to prevent the Material from being defamatory, unsafe, improper or an infringement of any third party's proprietary rights. Subject to this, where reasonably practical, you will be informed beforehand of any substantive editing and reasonable agreement will be required before publication.

You grant us permission to publish a photograph of you or of our choosing in association with publication of your Commissioned Contribution and/or in relation to any other promotion or publicity of the same throughout the world. For certain types of Commissioned Contribution — including but not limited to by-line pictures, page design features and commercial projects — we shall seek an assignment of copyright from you and shall issue appropriate documentation to you on such occasions.



Action for Infringement and Further Assurance

In the period preceding PPL's first publication of your Commissioned Contribution and during the Exclusivity Period, PPL shall have all the rights and remedies in relation to your Commissioned Contribution that are specified in [Section 101](#) of the Copyright, Designs and Patents Act 1988, including the right to bring an action for infringement of copyright in your Commissioned Contribution.

For the duration of the Term that follows the end of the Exclusivity Period PPL may bring an action for infringement of copyright in your Commissioned Contribution pursuant to [Section 101A](#) of the Copyright, Designs and Patents Act 1988.

You shall, and shall procure that any necessary third party shall, at your own expense promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Licence.

Assignment and waiver

The Contributor hereby irrevocably assigns to the Publisher, by way of present assignment of present and future rights, all right, title and interest of whatever nature (including, without limitation, Intellectual Property Rights) throughout the world in and to the Material (the "Rights") for the Publisher to hold absolutely for the full period of the Rights wherever subsisting or acquired, and all renewals, reversions, revivals and extensions thereof. Insofar as is permitted by law, the Assignor hereby irrevocably and unconditionally waives in favour of the Assignee, its licensees, assigns and successors in title all Moral Rights in the Work to which the Assignor is now or may at any time in the future be entitled.

Fees

Please note that fees: (a) are quoted in GBP; (b) shall apply to all Licensed Products unless you were commissioned on a no-fee basis; and (c) are subject to variations that may be applied by our editorial offices in your local territory.

Commissioned written Contributions (from 1 January 2023)

Standard Wordage Rate: £300 per 1,000 words and pro-rated thereafter

Digital / Blog / Online Contributions

Standard Wordage Rate: £300 per 1,000 words and pro-rated thereafter

Tastings

Standard Rate: £11 per tasting

Partnered Content / Advertorial Contributions

These shall be paid at 1.5x the Standard rate; therefore the Standard Wordage Rate would be £451 per 1,000 words and pro-rated thereafter

Stock Imagery

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£117.85
Full page	£58.00
Half page	£30.55
Quarter page	£15.45

Commissioned illustrations and artwork

Reproduction fees for Licensed Products (based on the largest published size of the image)

DPS	£235.00
Full page	£120.00
Half page	£61.00
Quarter page	£31.00
Eighth page	£15.55

Multimedia / Video

Multimedia / Video fee is: £35.50 per minute

Unless otherwise agreed, contributors shall be credited in the credits section of the relevant video page.

Payment

The Contributor shall provide the Publisher with an invoice for the Fee (or the applicable instalment of the Fee) in accordance with the Payment Details. Subject to the provisions of clause 7, the Publisher will pay the Contributor the amount shown on each invoice within thirty (30) days of the publication date which should be the date of the invoice. For the avoidance of doubt, the Fee is inclusive of VAT. If the Publisher determines that the Material is of a satisfactory quality and publishable standard, but nevertheless does not publish the Material within [six (6) months] of the Delivery Date, then we will pay the Contributor [fifty per cent (50%)] of the Fee (less any monies already paid by the Publisher to the Contributor) [and all rights assigned will revert to the Contributor] and the parties will have no further obligation to each other under this contract in respect of that Material.

Expenses

Unless otherwise agreed, no expenses will be paid for your Contributions.

Where a car mileage payment is agreed this is paid at the staff mileage rate of 40p per mile.

Rejection of Commissioned Contributions

If a Commissioned Contribution is rejected you should be told within eight weeks. If you don't hear anything, feel free to ask. Editors should not delay unreasonably or deny you the chance to offer an unwanted Commissioned Contribution elsewhere. Where a fee was agreed, we shall pay a spike fee of 50% of the agreed commission fee. If we determine either that the Material does not meet the requirements set out in the Commissioning Letter or is not of satisfactory quality nor publishable standard, the Publisher may (but shall not be obliged to): give the Contributor an opportunity to amend the Material in line with specific directions; or



return the Material to the Contributor without payment, in which event all rights assigned pursuant to this Agreement will revert to the Contributor and the parties will have no further obligation to each other under this contract in respect of that Material. For the avoidance of doubt, in such event no part of the Fee will be payable. If, after giving the Contributor the opportunity to amend the Material pursuant to clause 7.1.1, the Publisher only publishes seventy per cent (70%) or less of the Material due to the insufficient quality of the remainder then the Contributor will be paid the percentage of the Fee (inclusive of any monies already paid) based on the percentage of the submitted Material that is published.

Moral rights and author credits

All Contributions are subject to the Moral Rights provisions of the UK Copyright Designs and Patents Act 1988 as amended from time to time. Notwithstanding these provisions, PPL endeavours to assert on behalf of its contributors their right to be identified as the author of their Contribution.

Delivery of Contributions

All Contributions should be filed electronically. If electronic delivery is likely to be impractical, you should mention this to your Commissioning Editor and an alternative method will be agreed.

Confidentiality

You undertake:

- a) to treat confidentially all documents and all technical, commercial, financial and other information which is obtained from PPL in connection with this Agreement or with the negotiations leading up to it; and
- b) not to disclose to any person, without the previous written consent of PPL, the existence of any term of this Agreement (other than terms already set out in the public domain by PPL), or the existence of any information about any dispute or disagreement between the parties; and
- c) to disclose such documents and information to third parties only so far as it is necessary:
 - i) for the performance of this Agreement; and/or
 - ii) to your professional advisers; and/or
 - iii) as required by law.

The obligations of confidentiality set out above shall not apply to any documents or information which you can show:

- a) at the time of their acquisition were in, or at a later date have come into, the public domain, other than following a breach of this clause; or
- b) you knew prior to first disclosure to you by PPL; or
- c) you received independently from a third party with the full right to disclose.

Warranties

You hereby represent, warrant and undertake that:

- a) You shall not at any time do anything to bring PPL's brands, trademarks or reputation into disrepute; and
- b) You are entitled to enter into this Agreement and you are not bound by any third-party restriction not to do so, including, but not limited to, the right and authority to license the intellectual property rights in and the use of your Contribution on the terms and conditions set forth in this Agreement; and
- c) Your Contribution shall be original and not copied wholly or materially from any other source, nor contain defamatory statements nor otherwise breach the privacy, confidentiality or other statutory or common law rights of any third party; and
- d) You shall observe the highest ethical standards in providing your Contribution under this Agreement as part of which you shall be expected: i) to abide by the Independent Press Standards Organisation's Editors' Code of Practice; and ii) have full regard for PPL's own Editorial Code; and iii) to co-operate fully in the event of a complaint about your Contribution to the Independent Press Standards Organisation or PPL's internal ombudsman; and iv) to inform PPL immediately of any actual or potential conflict of interest arising from any engagement or contribution or service you undertake for PPL; and
- e) You will not sell or otherwise permit the publication of the Material (or material which is similar in form and content to the Material) to a competing publication. The Publisher will notify the Contributor of those titles that it considers to be competing from time to time; and
- f) The Publisher shall have exclusive use of the Material from its creation date and indefinitely following first publication by the Publisher and accordingly the Contributor will not allow further publication of the Material (or any part of it).

Indemnity

PPL shall indemnify you against any claims of or liability to any third party in respect of defamation on the same basis as staff journalists PROVIDED THAT:

- a) no gross misconduct or negligence can be attributed to you relating to the relevant material; and
- b) you co-operate fully with PPL in its response to the claim; and
- c) you do not engage in discussions with a complainant without PPL's prior agreement.

The Contributor agrees to indemnify and defend the Publisher against all claims (including without limitation claims by third parties), liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement by the Contributor and, in the event of such claim, the Contributor agrees to provide such assistance to the Publisher as the Publisher requires in order to defend itself.

Termination

Either party may terminate this Agreement (without prejudice to its other rights and remedies) by written notice to the other party if the other commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within thirty (30) days of the date of receipt of notice from the other. The parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to those which have accrued to either party prior to termination or expiry save that those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

Force Majeure

Neither party shall be liable to the other party for any delay in or failure to perform any or all of its obligations under this Agreement if the delay or failure is due to circumstances beyond its reasonable control including, without limitation, to the extent that these are beyond such control, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law or governmental order or regulation or failure of technical facilities, ("Force Majeure") except that:

- a) neither lack of funds nor a default or misconduct by any third party employed or engaged as an agent or independent contractor by the party claiming force majeure shall be a cause beyond the reasonable control of that party unless caused by events or circumstances which are themselves force majeure; and



b) mere shortage of labour, materials, equipment or supplies shall not constitute force majeure unless caused by events or circumstances which are themselves force majeure.

c) A party suffering an event of force majeure shall promptly notify the other party of the nature and extent of the force majeure and if it prevails for a continuous or aggregate period of more than one month in total the other party may terminate this Agreement forthwith by notice in writing to the party so prevented in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

Status of Contributors and Suppliers as Independent Contractors

You undertake any and all engagements under this Agreement as an independent contractor and on this basis a) your agreement to provide Contributions to PPL shall not be interpreted or construed to create an association, agency, joint venture, partnership or employer–employee relationship between you and us or to impose any liability attributable to such a relationship upon either party, including but not limited to PPL's Sickness Policy and paid leave; and b) you agree that you shall work from your own premises in providing services to PPL and shall provide all the necessary equipment and materials to enable you to fulfil the terms of your engagement.

For the avoidance of doubt, you are not a "worker" as defined under the Working Time Regulations 1998 (as amended from time to time), and therefore you acknowledge that the provisions in those regulations relating to hours of work, rest breaks and annual leave do not apply to you.

You confirm for the purposes of the Taxes Acts, or such other appropriate legislation, that you are a self-employed person in business in your own right and you shall be responsible for all tax liabilities arising in respect of your engagement under this Agreement, and shall yourself account to the appropriate authorities for all tax, National Insurance or similar contributions payable in respect of the provision of your services to PPL under this Agreement. You undertake to advise PPL immediately in writing in the event that your self-employed status is challenged by HM Revenue & Customs or any other taxing authority.

In the event that PPL or any of its holding, subsidiary, associated or group companies ("Group") becomes liable to account to HM Revenue & Customs or any other taxing authority anywhere in the world for any income tax, employee national insurance or any other deduction or withholding required to be made by law (including any interest and/or penalties thereon) arising in respect of payments made or to be made to you, you undertake and agree to indemnify and hold harmless PPL and/or the Group against such tax and national insurance and shall, at the written request of PPL, immediately pay PPL an amount equal to any tax and national insurance paid or payable by PPL or any other company in the Group to HM Revenue & Customs or any other taxing authority. PPL shall be entitled to set off an amount equal to any tax and national insurance or any other deduction or withholding paid by PPL or another Group company to HM Revenue & Customs or any other taxing authority against any monies otherwise payable to you.

For the purpose of these clauses, "independent contractor" shall be interpreted (as appropriate) to include all engagements made with PPL via a company or limited company. In such event, the rights of indemnity and disclosure equally shall apply.

Definitions

- "Commissioned Contribution" means material created by you on the basis of a commission from us for transmission, publication or licensing by us. For the avoidance of doubt, in relation to pictures and video "Commissioned Contribution" includes the whole shoot and all negatives, transparencies, digital pictures, unused footage and other original material produced by the contributor during and/or as a result of the shoot.
- "Contribution" means material contributed to us — whether as a Commissioned Contribution or otherwise ordered in by or offered to us for publication, transmission or licensing by us. Contributions may appear in whole or in part in any size in any part of the Licensed Products in all sections, magazines and programmes thereof and supplements thereto including special or sponsored supplements without limitation on inside pages, front pages and covers, section covers and supplement covers, in galleries, individually or in sequence, in colour or in black and white.
- An "edition" means any print, electronic, audiovisual or digital version or any regional, national or international variation of a single issue of a Licensed Product and a "single issue" means a new version of each Licensed Product.
- "External Archives" means both subscription and publicly available databases such as Lexis-Nexis and the Houses of Parliament. These institutions offer access for research purposes to material from many sources including print publications. They are usually accessible online but also via platforms such as CD-ROM.
- "PPL Network" means our digital network accessed via browsers and/or apps or any other means on any device or equipment including but not limited to desktop computers, PDAs, mobile phones and tablet devices and any other connected devices, and incorporating all our websites or any affiliate or successor websites, digital/IPTV television, RSS feeds, social media presences, and any other website, app, digital product, network or channel bearing our trademarks or brands.
- "Licensed Products" means all Paragraph publications and products in their various languages made available by us on a free-to-consumer or charged-for basis: all formats and editions (including but not limited to print, electronic, audio, audiovisual and digital products) and all other publications and products made available by us or licensed by us anywhere in the world.
- In the case of Contributions commissioned or ordered in by PPL or their appointed agents for the purposes of commercial editorial products, including but not limited to sponsored supplements and advertorials, Licensed Products shall include all media wholly owned by or bearing the trademarks or brands of PPL's commercial client and/or its official social media presences.
- "Newspaper Licensing Agency" (aka the NLA) is a limited company set up in 1996 to offer anyone — sole traders, companies, educational institutions and any other body — a one-stop shop for a licence to photocopy, digitally copy or transmit cuttings of the UK's national news media and many regional and foreign titles, too. It has reciprocal relationships with reprographic rights organisations overseas.
- Paragraph Publishing Ltd (PPL)
- "Syndication" means the direct or indirect re-licensing to third parties in English and other languages of material we have acquired for such purpose and/or published or broadcast in the Licensed Products and "syndicate" shall be construed accordingly. Under our syndication agreements, clients are permitted to integrate our content into their own platforms and products for agreed purposes which may include commercial, non-editorial purposes. Our clients are worldwide. Revenues can be but are not limited to subscription fees and advertising share and where they can be attributed to individual items of content contributors shall receive a share of such revenues on a net basis.
- "Spot Sales" means the sale or licence to third parties in English and other languages of individual items of content we have acquired for such purpose and/or published or broadcast in the Licensed Products. We usually negotiate a licence fee for such reproduction, the licence being for agreed purposes which may include commercial, non-editorial purposes, and Contributors normally receive a share of net receipts.
- "Stock Imagery" means pictures, illustrations and artwork that are not Commissioned Contributions of pictures or are retrieved from existing internal or external collections and archives, and may have been used, published or transmitted, either by us or by another publisher, on occasions prior to the relevant use in our Licensed Products.

paragraph

Style Guide

	Rule	Example	Exception
Punctuation & Grammar	Abbreviations & Acronyms No dots in or after acronyms, dot after abbreviations Abbreviations should only be used once written out in full Measurements: no space after number when using abbreviation Millilitres as ml, not mL	Mr J P Jones US, UK The Scotch Malt Whisky Society.... The SMWS 90ft, 200ml	E.g., i.e., etc. Add space when written in full, e.g. 4 litres
	Apostrophes Avoid the use of the contraction it's meaning it is The possessive pronoun, its, is often superfluous and can be omitted Do not use an apostrophe in the 1990s or abbreviations such as CDs Where a word looks or sounds odd with an apostrophe, recast the sentence to avoid its use Joint possession: use the possessive form only after the last word if ownership is joint but the possessive of both words if the objects and individually owned For possessives where names end in 's' use apostrophe only	It is expected to fetch more than £30,000 at auction The company is trying to reduce (its) debt and plans to sell (its) less profitable assets Madonna released three CDs in the 1990s Paris' reputation becomes the reputation of Paris Fred and Sylvia's apartment Fred's and Sylvia's books James' shoes	May be used in quotations
	Dashes & Hyphens Hyphens (-) are the shortest dash and are to be used as dictated on the separate hyphens guide sheet The most important instances are to hyphenate names and in compound adjectives Hyphens (-) are not needed for prefixed verbs Em dashes (—) are the longest dash and used to take the place of parenthesis, commas or colons En dashes (–) are used between spans (ranges) of numbers (including dates and time), scores, and between conflicts/connections with no space between numbers and dashes	13-year-old girl An off-site discussion Sampling the new-make spirit reintroduce, recharred, underripe, reemerge Icons of Whisky Scotland 2019 — celebrating the best people and places in whisky 3–5 October 2016 ...from 20–22 different band members, depending on... The final score was 5–4 to Scotland	Very and adverbs ending in 'ly' do not have hyphens, e.g. 'the very-elegant watch' and 'the finely-tuned violin' are both incorrect . Whisky expressions always written as Years Old when part of a brand name

paragraph

Numbers & Dates Dates without th, nd, st etc. Two dates with en dash AD and BC go after the date and after the century Write out fractions without a hyphen in running text Use this format for the World Wars, not an abbreviation	3 October 2016 3–5 October 2016 300BC second century AD fourth century BC one quarter two fifths First World War, Second World War	In <i>American Whiskey</i> and other publications using US English, US date format should be used i.e. October 3 2016 If the fraction is used as an adjective, e.g. one-quarter Irish
Other Punctuation Full stops should not be used in headlines, standfirsts (print) or online summaries (website) Use Oxford commas: in a list of more than two articles, a comma is included after the penultimate article	The ingredients needed for a cake are flour, sugar, butter, and eggs.	
Speech & Quotations Direct speech in double quote marks with punctuation within Single quote marks within text to add emphasis to a word Use an interviewee's first and surname on first mention, then only surname on subsequent mentions	"Never before have such people expanded" A large percentage went to the 'angel's share' John Smith said... Smith added...	When the interviewee has a professional title, e.g. Prof or Dr
Spelling & Grammar UK English Licence is a noun, license is a verb, licensee is a person or company 'Whilst' should not appear in copy, always use 'while' Always use 'more than', never 'over' Always use 'fewer' when referring to something quantifiable or countable, 'less' when referring to something not quantifiable	Colour has a U and centre spelt as shown. Always –ise / –isation, not –ize / –ization when there is a choice He licensed the Whisky Live licence to the licensee He visited the brewery while I had a beer at the bar There was an increase of more than 30 per cent Fewer whiskies Fewer engagements Less whisky Less engagement	Reference to a proper noun where the US spelling is used, e.g. Heaven Hill Heritage Center When you want to use the preposition over, e.g. he threw the ball over the fence
Symbols No symbols such as ampersands in running text	Jonny and Peter went to visit the distillery	Company name or brand name, William Grant & Sons Accepted in headlines

paragraph

Journalistic & Publication Style	Capitals Job titles are lowercase 15 th century takes lowercase c, no superscript on numbered centuries Names of cocktails are capitalised Names of organisations and events are capitalised, but do not capitalise subsequent mentions Do not capitalise ‘the’ in reference to distilleries, organisations, and/or venues For mid-word capitalisations in names follow brand direction	master distiller, brand ambassador 15th century the 12th-century castle Whiskey Sour, Margarita, Martini, Old Fashioned The English Whisky Guild... the guild The Spirit of Speyside Whisky Festival... the festival At the Macallan Distillery A diploma from the Institute of Brewing and Distilling They ate at the Ten Bells GlenAllachie, GlenDronach, Glenmorangie	The King The Glenlivet
	Captions Direction in bold finished with a colon and separate with comma First description starts with capital letter on same line as direction if space allows, each description separated by semi colon and no full stop at the end	These pages from left, clockwise: Sherry casks being toasted; Casks maturing in Jerez, Spain	
	Contact Details Phone numbers and addresses written as per example Italicise web addresses and email addresses	Paragraph Publishing, 6 Woolgate Court, Norwich, Norfolk, NR2 4AP, UK +44 (0) 1603 633 808 Vote for your icons at www.whiskymag.com or email info@iconsofwhisky.com	Flannel panel for visual reasons
	Numbers Single-figure numbers written as words Write out ‘first, second...ninth’ Per cent written out in running text Do not abbreviate million and billion	One, two, three... nine, 10, 11, 12, etc. “The first castle on the site...” The Scotch whisky industry has grown by 60 per cent Scotch whisky exports worth £5.6 billion Sales of two million cases	When in recipes or measurements, e.g. 2 dashes Angostura bitters Peerages etc. always use numbers, e.g. 1st Duke of the 2nd creation % ABV

paragraph

Referencing & Translation	When referencing magazines, books, films, albums, names of boat/ship, etc., always italicise the title with year published in brackets where applicable and track names on an album in single quote marks	Our sister publication, <i>American Whiskey</i> 'Bohemian Rhapsody' on the album <i>A Night At The Opera</i> (1975)	
	Laws should not be italicised or otherwise altered, they should instead be capitalised as per example with year of enactment in brackets following the legislation title	14mph was the maximum allowed under the newly passed Locomotives on Highways Act (1896). He made a claim under the Data Protection Act (1996)	
	Companies should be referred to in the singular, even when a collective plural No ltd, plc, inc. after company names. Include 'company' but write out in full When referring to a specific distillery or airport, etc. use capital D / A	Berry Bros & Rudd <u>is</u> releasing a new expression this autumn That Boutique-y Whisky Company Glenfarclas Distillery, Heathrow Airport	Company or brand names, e.g. Kentucky Peerless Distilling Co. When listing distilleries or airports, eg. Glenfarclas and Glenfiddich distilleries
	Translations given as either: ...named XXX, meaning 'XXXX'. OR ... named XXXX (definition)	...named Ardmenach, meaning 'the land in between.' OR ...named Ardmenach (the land in between).	
Page Layout	Headings Headings (including in running text) all in lowercase apart from first letter Subheadings lowercase on each first word Page flags uppercase first letter of each word	The future of whisky The history of bourbon Icons of Whisky Scotland winners revealed Production Grain Whisky	Company names or brands etc., e.g. The history of Tomatin Distillery
	Speech & Quotations Use comma to introduce a quotation in features and use present tense, unless referring to a specific point in the past Use a colon to introduce a quotation in news and always use past tense	He says, "We spent months finalising the recipe." He added: "This is my preferred whisky style."	Last week, he stated, "We finally nailed the recipe."

paragraph

Whisky Magazine Specific	Age statement house style is number (i.e. 8) <u>Years</u> <u>Old</u>	Glenfiddich 12 Years Old	When in running text or when talking about general 12-year-old whiskies
	Whisky-related words and phrases written as follows:	ABV (all caps) American / European oak Quercus alba / Quercus robur Cask (not barrel) Douglas fir / Oregon pine ageing bourbon new make / new-make spirit Scotch mouthfeel mash bill pot still mash tun washback microdistillery start-up non-chill filtered first-fill cask Prohibition (US) Highland Lowland new world whisky <i>Whisky Magazine</i> Editor's Choice <i>Whisky Magazine</i> Recommended	When referring to a bourbon barrel
	When talking about whiskies made in Ireland or America, use 'whiskey' in contexts that directly refer to their status as geographically specific whisky categories	American whiskey producer Buffalo Trace's range of American whiskeys The Irish whiskey industry Jameson has launched its latest Irish whiskey expression	'Whisky' can be used concurrently if referring to it as a global product, e.g. 'demand for whisky' or 'the whisky-making process'
	Capitalise the names of drinks that are covered by a geographical indication, denomination of origin, appellation of origin etc.	Cognac, Tequila, Champagne, Armagnac, Prosecco	In Scotch, English or Welsh single malt whisky, only the proper noun of the country is capitalised
	Capitalise names of grape varieties used for wine or sherry, for example to reference a finishing cask (but sherry itself should not be capitalised)	Ex-Chardonnay cask Seasoned with Palo Cortado sherry Pedro Ximénez cask	When referencing styles of wine or sherry, e.g. oloroso, fino, or rosé
American / Irish Whiskey specific	Whiskey-related terms and phrases written as follows Always use 'whiskey' regardless of the country of origin	Barrel (for any wooden container, not just bourbon) A collection of American whiskeys The Irish whiskey industry Malt whiskeys from Scotland	