Regulatory Scheme Agreement

Between

IMPRESS: The Independent Monitor for the Press (the Regulator)

and

<NAME> (a Participant)

THIS AGREEMENT is made on <DATE>

Between:

- (1) IMPRESS: The Independent Monitor for the Press CIC, a company registered in England and Wales with registration number 09655520 and whose registered office is at 83 Victoria Street, London SW1H 0HW (the Regulator) ("We" or "Us") in this agreement;
- (2) <FULL COMPANY NAME>, a company registered in England and Wales with registration number <NUMBER> and whose registered office is at <REGISTERED OFFICE ADDRESS> (the Participant) ("You") in this agreement.

1. Your obligations

1.1. You agree to be bound by the terms of this agreement and to be regulated by IMPRESS in accordance with the Regulatory Scheme and the Arbitration Scheme from time to time in force, the current versions of which are attached hereto as Schedule 1 of this agreement.

2. Duration of this Agreement

2.1. From the moment You sign this Agreement and We countersign it You will become a Participant in the Regulatory Scheme; as a result, You will be bound by the terms of this agreement for so long as the Regulatory Scheme exists and for so long as You remain a Participant.

3. Our obligations

- 3.1. We promise to provide the services as set out in the Regulatory Scheme from time to time.
- 3.2. In carrying out our regulatory functions (which include investigating matters that are not the subject of complaint as well as those that are) We will act fairly and proportionately and in a transparent manner in all our dealings with You.
- 3.3. We agree that any revisions to the Regulatory Scheme and the Arbitration Scheme will only be made after consultation with the Participants.

4. Membership Fee & Funding of Enforcement Activities

4.1. In signing up to be a Participant, You agree to pay the subscription fee that is applicable to You under the annual Tariff Schedule published by Us. This fee should be paid by 1 April of each year, which is the start of a subscription

- year. If You become a Participant during the course of a subscription year, the fee payable is that pro rata to the number of months remaining in the subscription year, or otherwise provided for in the annual Tariff Schedule.
- 4.2. You agree that We may seek funding from other sources in addition to the subscription fee that you and other Participants pay Us. We promise to consult with You annually over our budget.
- 4.3. Any fines that We levy shall be used to fund our enforcement activities.

5. Termination

Your rights to terminate

- 5.1. This Agreement will last for a period of 5 years. You may terminate this Agreement by giving Us no less than 6 months' notice ending on 31 March in any year.
- 5.2. If You choose to terminate this Agreement before the end of the 5 year period, You may not seek to recover any fees already paid in relation to Clause 3.1 above.
- 5.3. You may terminate this Agreement if during the five year membership period You cease to be a publisher of any publications and We agree to release You, at which point You will cease to be a Participant.
- 5.4. You will still be bound by regulatory directions after you cease to be a Participant if such directions were issued prior to your effective date of termination.

Our rights to terminate

5.5. We can terminate your membership for failure to comply with our directions or the provisions of this Agreement.

Automatic Termination

5.6. If We cannot pay our debts within the extended meaning of Section 123 of the Insolvency Act or apply for or enter a CVA, this Agreement shall terminate automatically.

6. Limitation of our Liability

6.1. Subject only to our obligations as set out in Clause 2, We will have no liability to You for any act or omission which is or is alleged to be a breach of trust or breach of duty unless the act or omission amounts to a criminal offence or We

knew or ought to have known that the act or omission was a breach of trust or breach of duty.

7. Legal Boilerplate

- 7.1. You may not assign, sub-contract, delegate or otherwise transfer to a third party your obligations under this Agreement without our consent.
- 7.2. Neither of us shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from Force Majeure.
- 7.3. This Agreement (including future variations that We may make) constitutes the whole agreement and understanding of the parties.
- 7.4. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales save that in relation to Participants registered in Scotland, the law of Scotland shall apply.

EXECUTED by the parties as a deed on the date first mentioned above

SIGNED as a deed and DELIVERED by)		
IMPRESS)
Acting by [], a director)
In the presence of)
Witness:		
Signature:		
Name:		
Address:		
Occupation:		
SIGNED as a deed and DELIVERED by)		
<participant></participant>)
Acting by [], a director)
In the presence of)
Witness:		
Signature:		
Name:		
Address:		
Occupation:		