



SHAKESPEARE BIRTHPLACE TRUST

SUPPLY OF IMAGES FROM THE COLLECTIONS: TERMS AND CONDITIONS OF BUSINESS

We/Us means the Shakespeare Birthplace Trust (SBT)

You means the person or entity named as client on the application form.

You will be deemed to have accepted these terms and conditions unless you notify us to the contrary within seven days of receipt of images.

No variation of these terms and conditions will be effective unless agreed in writing

In order to ensure the highest quality and accuracy we only allow reproduction from our own transparencies supplied for the purposes of reproduction, photographs or digital scans. Reproduction from secondary sources in copyright is strictly forbidden.

Supply of images

- All photography shall be deemed to have been received in good condition unless we receive notification of any discrepancy or damage within 48 hours of receipt.
- We reserve the right to make a charge for additional picture research. You will be warned of these charges in advance.

Supply of prints and 35 mm slides:

- Prints and 35 mm slides are sold to you for your retention. No reproduction rights are granted unless expressly indicated

Supply of large format transparencies:

- All large format transparencies remain the property of the SBT. They are your responsibility from the time we dispatch them until we receive them back. You are urged to take out insurance to cover the total value of the images delivered.
- Where transparencies are hired, a non-refundable charge of £40+VAT is payable per transparency. This charge is additional to any reproduction fees. Payment of this hire charge does not give rise to any rights in any picture
- Arrangements to hire an image are subject to availability. A charge will be made if new transparencies or prints have to be produced.
- The delivery note lists all images delivered to you. All hired transparencies must be returned by the date specified on the delivery note unless an extension of the loan period has been granted.
- You must return images by a safe method, which affords proof of delivery. You must arrange adequate protection for images in transit. You must enclose a delivery note detailing and totalling the returned images and you must send a copy of that note under separate cover – post, fax or email.
- If you hold the transparency beyond the date of return, you will be liable to a hire fee of £10 per transparency per week. If a transparency is not returned within twelve weeks of the date specified on the delivery note we may, at our sole discretion, presume it lost. You will be liable to pay us the cost of making new transparencies.
- You must immediately notify us in writing of any loss or damage. You must pay us compensation for each transparency that is lost or damaged for whatever reason. Any image returned without its mount or with its caption or other mount data missing or defaced may incur a replacement charge. Payment of compensation does not give rise to any rights in the image.

Loss or damage of a large format transparency	£120 + VAT
Damage to mount	£15 + VAT

- An image subsequently found must be returned immediately. You will be credited with any compensation paid less a rental fee at the rate set out in the delivery note from the return date to the date the image is returned. Such credit will never be less than 20% of the compensation paid.
- Once reproduction rights are requested no further charges are payable except reproduction fees and/or replacement fees for lost transparencies.

Supply of images in digital format:

- You acknowledge that images are our valuable property as are any digital images created from the images. You agree to destroy all digital images including any pre-press or pre-production copies of the images and any copies of the records of the images held on a database within 90 days of receipt of the images or completion of the maximum production run or expiry of the permission term, whichever is later.

Reproduction rights: Applications

- You must apply for permission using the application form supplied
- On receipt of the completed application form, a letter granting permission on payment of reproduction fees will be sent to you.

Reproduction rights: Charges:

- See the separate sheets listing the scale of fees for filming and photography and reproduction fees
- One hardback copy (or paperback if no hardback is published) of any publication including images from our collections must be presented on publication to the Shakespeare Birthplace Trust.
- Invoices are sent separately to images. Payment must be in UK pounds sterling to the Shakespeare Birthplace Trust.
- Reproduction fees are payable within 30 days of the issue of our invoice, which will be sent on our return to you of the letter granting permission. These fees are not refundable.
- If you do not pay in accordance with these terms then we may at our option rescind the agreement and recover damages or charge interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due to the date that it is made.

Reproduction rights: Conditions of use

- The reproduction by whatever means of the whole or any part of an image belonging to us (in particular but without limitation, electronic use, storage or transmission, slide projection, artists reference, artists illustration layout or presentation of images) is strictly forbidden without our specific written permission. You must inform us of your proposals as to when and how an image is intended to be used. We shall then consider whether we would wish to grant such permission and if so on what terms.
- No reproduction rights are granted by virtue of delivery of images unless expressly indicated. Your right to reproduce an image arises only if (a) specific written permission has been granted and (b) our invoice relating to the grant of such right is fully paid. Any reproduction before payment of the invoice or outside the terms of the specific written permission constitutes an infringement of copyright and also a breach of this agreement entitling us to rescind any claims or damages. You must indemnify us in respect of any claims damages costs or expenses we incur arising from any reproduction without permission of any image supplied to you.
- Reproduction rights (if granted) unless otherwise agreed in writing are:
 - subject to these terms and conditions and any terms and conditions set out and in the permission
 - personal to the client and may not be assigned, nor may any image submitted to a client be loaned or transferred to a third party, save for the purpose of the exercise of the client of such reproduction rights
 - are non-exclusive.
 - are strictly limited to the use, period of time and territory specified in the permission letter from us and, unless otherwise agreed in writing, relate to a single publication in a single format.
- All images must be credited using the credit line stated in the permissions letter. If you fail to credit an image an additional fee of 50% of the original permission will be payable.

Internet

Image resolution should be in the range specified in the permission letter sent to you.

The publisher is required to provide the URL of the web site on which the image is to be used and to inform us of any change to the URL during the period for which permission has been granted.

An additional statement should be attached to the image:

ANY COMMERCIAL USE OR PUBLICATION IS STRICTLY PROHIBITED WITHOUT THE PERMISSION OF THE COPYRIGHT HOLDER.

plus information giving full details and source for the image and procedure for permission to reproduce.

The credit line should be immediately visible to the user.

- If the image has not previously been published then any publication rights therein are assigned absolutely to the Shakespeare Birthplace Trust for the full period of such publication rights.
- You must obtain all necessary rights, releases or consents which may be required for your reproduction of the image and provide copies of these to SBT on request. The rights that SBT grant to you do not include a licence to any persons, places, property or subject matter featured in the image, which may be subject to copyrights, trade marks, rights of publicity or other rights belonging to third parties. You are solely responsible for determining whether your use of the image requires the consent of any third party and you will indemnify SBT against any losses, liabilities, costs or expenses (including reasonable legal fees) incurred by SBT as a result of your failure to obtain any necessary consents.
- The Shakespeare Birthplace Trust shall not be liable for any loss or damage suffered by you or by any third party arising from the use of any image.
- Rights granted to reproduce an image on a product do not include the right to use that image directly or indirectly in any manner in the advertising of that product unless such a right is specifically granted.

- No copies (prints, negatives, digital images or transparencies) may be made of any material supplied by the Shakespeare Birthplace Trust.
- All reproductions of images supplied by us should be true to the original. No part of the image may be manipulated or in any way defaced without prior agreement. If permission is given for a detail of an image to be used then the caption must include the word 'detail'. An extra charge may be made for any picture reproduced in reverse or altered without prior written permission.
- The right is reserved to refuse permission for further applications if, in our opinion, the standard of reproduction is not of sufficiently high quality.
- Any agreement made will terminate immediately if you enter into (a) voluntary or compulsory liquidation (b) have a receiver appointed; or (c) fail to perform any of your obligations under these terms and conditions within 28 days of our giving you notice to comply. In the event of termination all rights granted will immediately revert to us and any further exploitation of any image shall constitute an infringement of our copyright.
- Our failure to exercise or enforce any of our rights will not be deemed a waiver of such rights nor bar their exercise or enforcement in future.
- Should any disagreement arise between us we shall if we both agree, first try to settle it by mediation procedure recommended by the British Photographers Liaison Committee.
- These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

With acknowledgements to British photographers Liaison Committee/Finers Stephen Innocent as agreed by BAPLA, AOP, NUJ, MPA and the BFP

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