

Picture Library – Licence for use of images

Please complete and sign this form and return to:

The Picture Library, National Museums Scotland, Chambers Street, Edinburgh, EH1 1JF, Scotland

FAILURE TO DO SO WILL RESULT IN A DELAY TO THE PROCESSING OF YOUR ORDER.

Name	
Address	
Postcode	
Telephone number	Email
Invoice address (if different from above)	
Postcode	Vat Reg Number (EU only)

Proposed use of images

PLEASE COMPLETE ALL RELEVANT SECTIONS WHERE POSSIBLE.

REPRODUCTION PERMISSION CANNOT BE GRANTED UNLESS ALL SECTIONS ARE COMPLETED PRIOR TO PUBLICATION.

PLEASE NOTE THAT WE DO NOT GRANT LICENCES FOR 'ALL MEDIA' OR 'IN PERPETUITY'.

DELETE AS APPROPRIATE: PUBLICATION / EBOOK / EXHIBITION PANEL / DVD OR CD PACKAGING / POSTER, PRINT / ADVERTISING, PROMOTIONAL ITEMS / POSTCARD / GREETINGS CARD / OTHER.

FOR FILM, TELEVISION, DVD OR WEB USAGE, PLEASE ASK FOR A SEPARATE APPLICATION FORM.

Name of publication, exhibition, etc. (if applicable)	
Date of publication	Print run (for books, leaflets, posters, etc.)
Countries covered by distribution / Rights required	
Size of reproduction (¼ page, ½ page, etc.)	Licence period (ebooks only)
Within publication or cover / jacket	Retail price

Image(s) required

Title	Identification number

Declaration

I have read the terms and conditions accompanying this form; I agree to abide by them and understand that permission can be withdrawn if any part of them is infringed.

Signed	Date
--------	------

CREDIT LINE FOR ALL PHOTOGRAPHS UNLESS OTHERWISE STATED: © NATIONAL MUSEUMS SCOTLAND

Office use only	Date
Permission granted upon payment of all fees due	

NMSE Image Licensing – Terms & Conditions

‘We/Us’ and/or ‘NMS’ means National Museums Scotland.

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

You will be deemed to have accepted these Terms and Conditions unless you notify us to the contrary and return or delete all images, unused, within 7 days of receipt.

No variation of these Terms and Conditions shall be effective unless agreed in writing.

In order to ensure the highest quality and the greatest accuracy, NMS only allows reproduction from material supplied directly from the Picture Library. Reproduction from secondary sources is strictly forbidden.

‘Image’ means any items which may be offered for the purpose of reproduction.

Supply of images

1. All photography shall be deemed to have been received complete and in good condition, unless we receive notification of any discrepancy of damage within 48 hours of receipt.
2. 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 or records of the images held on a database within 90 days of the date of receipt of images or completion of the maximum production run, or expiry of the Licence term, whichever is latest.

Licence for the use of images

3. The reproduction by whatever means of the whole or any part of any image (in particular but without limitation, electronic use, storage or transmission, PowerPoint presentation, artist’s reference, artist’s 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 will then consider whether we would wish to grant a licence and, if so, on what terms.
4. No reproduction rights are granted by virtue of delivery of images unless expressly indicated. Your right to reproduce an image arises only if:
 - a) licence terms are agreed, 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 any licence constitutes an infringement of copyright and also a breach of the Agreement entitling us to rescind and claim damages. You must indemnify us in respect of any claims, damages, costs or expenses arising from any reproduction without licence of any image supplied to you.
5. You must satisfy yourself that all necessary rights, model releases or consents which may be required for reproduction are obtained. We make no claim or warranty with regard to your use of names, people, trademarks or copyright material depicted in any image.
6. Reproduction rights (if granted), unless otherwise agreed in writing are:
 - a) subject to these Terms and Conditions and any Terms and Conditions set out in the end licence;
 - b) non-exclusive reproduction rights for single use only – a single use means a reproduction in one size for one edition of a single publication, published in one language only;
 - c) strictly limited to the use, period of time and territory stated in the licence;
 - d) personal to you and not assignable by you to a third party.
7. You must credit us and the author as specified by us every time an image is used. If you fail to credit the image an additional 50% of the original licence will be payable. The credit line, unless otherwise stated is:
© National Museums Scotland
8. Images shall not be altered, manipulated, added to or have any part deleted without our prior written consent. If permission is given for a detail of an NMS image to be used, then the caption must include the word ‘detail’.
9. You must provide us on publication with at least one complimentary copy of any publication in which the reproduction of the image appears.

Digital use of images

10. You may not use images in a digital or electronic format without our permission. A separate application form is available on request.

Miscellaneous

11. While we take reasonable care in the performance of this agreement, we shall not be liable for any loss or damage suffered by you or any third party arising from the use or reproduction of any image or its caption. Damages for any other breach shall be limited to the licence fee paid by you.
12. You must pay our invoice within 30 days of issue. However, in the case of newspapers, periodicals or broadcasting use only, if we agree in advance, you may pay by the end of the calendar month immediately following publication or use, or within 6 months of the issue of our invoice, whichever is sooner.
13. If you do not pay in accordance with these terms then we may at our option rescind this 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 until the date payment is made.
14. Any licence granted will terminate immediately if you
 - a) enter into 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 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 copyright.
15. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of any image shall vest in us and you hereby assign all such rights arising to us.
16. Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights, nor bar their exercise or enforcement in the future.
17. Should any disagreement arise between you and NMS, we shall first try to settle matters by a mediation procedure recommended by the British Photographers’ Liaison Committee.
18. These Terms and Conditions shall be governed by the Laws of Scotland and the parties agree to submit to the non-exclusive jurisdiction of the Scottish Courts.