

## **Dulwich Picture Gallery Picture Library General Terms and Conditions**

### **General terms**

This document contains the terms and conditions of service to its clients (the Client) of the Picture Library at Dulwich Picture Gallery (DPG). No variation of these terms of conditions shall apply unless agreed in writing by DPG.

DPG reserves copyright on all items in its collection.

Authorisation to reproduce any items must be sought in advance in writing.

DPG reserves the publication right in all images made available through the Picture Library, whether or not they have been previously published in any form.

In order to ensure quality control, DPG only allows reproductions from its own colour transparencies, black and white prints or digital scans.

Permission to reproduce DPG's copyright images is normally granted subject to a reproduction fee depending upon the use of the image and the rights required.

### **Sale, hire and payment**

DPG will endeavour to process orders within 14 days of receiving the completed 'Application for Permission to Reproduce' form but will make every effort to meet earlier deadlines if notified of such by the Client.

Transparencies are hired out initially on a three monthly basis. Subsequent rehire may be arranged with DPG on a monthly basis provided that DPG is contacted no less than seven days before the expiry of the initial hire period and that the appropriate payment is made. Additional charges will be made for unauthorised extension of the hire period.

Black and white prints and colour prints can be purchased through DPG. Digital scans can be supplied subject to DPG's approval of usage.

Prices for sale, hire and reproduction are available from DPG and are posted on DPG's website. Prices are subject to alteration at short notice.

DPG requires payment in advance for the hire of transparencies, supply of digital scans and sale of photographic prints and for reproduction fees. The breach of such terms will automatically result in the cancellation of any discounts or special agreements and fees will be charged at the maximum applicable rate.

On full payment of the invoice, reproduction rights are granted to the Client, as specified on the invoice, and are not transferable.

### **Reproduction rights**

The hire of transparencies, purchase of prints or supply of digital scans from DPG does not confer the rights to store or reproduce them or make them available to the public in any medium or form. Nor does the supply of transparencies, prints and digital scans by DPG imply the availability of these rights.

If and when rights are granted by DPG, these are strictly limited to the use, period of time and the territory specified on the invoice.

Further editions or re-employment of the printing plates require a new application and are not covered by the original fee.

Invoices for reproduction rights issued by DPG may represent an offer but do not constitute a licence, implied or actual, to grant the rights specified, until payment in full of this invoice has been received. Unless prior written permission has been given by DPG, any reproduction of the images before full payment of the invoice constitutes an infringement of rights, rendering the Client liable for the payment of damages.

Any unauthorised reproduction of DPG's copyright images constitutes an infringement of rights, rendering those responsible liable for the payment of fees not less than twice that charged for properly authorised reproduction, in addition to damages, if appropriate.

In the event of the Client's insolvency, bankruptcy or death no transfer of ownership in rights of materials from DPG shall be deemed to have occurred other than those properly licensed by DPG. Materials produced by the Client containing images from DPG shall be considered to be infringing copyright unless rights have been fully paid for and licensed by DPG. Therefore such products may not be used to settle the Client's outstanding liabilities without first settling any outstanding invoices due to DPG from the Client.

**Storage of images**

DPG's images must not be copied, stored or transmitted in electronic or other media unless by separate written permission, except where such is incidentally and wholly necessary to the process of production for products properly licensed by DPG. At the conclusion of such production, all intermediate copies of this material must be destroyed.

**Credit lines and rules for use of images**

The Client must credit all images as follows (unless indicated otherwise): 'By Permission of the Trustees of Dulwich Picture Gallery'.

The cropping or manipulation of images is not permitted without prior approval from DPG and any such alterations should be acknowledged beside the image, as agreed in writing with DPG. Clients who reproduce images in reverse or without the correct credit line may be charged additional fees by DPG, which will not be less than the original reproduction fee.

Special negatives (for example details) may be made with DPG's permission, but both the copyright and the negative will at all times be held by the Gallery.

The Client indemnifies DPG against damages as a result of unauthorised or defamatory use of images.

**Delivery policy**

Transparencies and photographic prints are sent by registered post and a charge is made to cover this. DPG will notify the Client that the images have been posted and will assume that they have arrived safely, unless informed otherwise by the Client within three days. Special delivery arrangements such as couriers must be paid for by the Client.

The Client is responsible for the safe keeping and return of all loaned materials from the time they are received by the Client or the Client's representative or courier, and must inform DPG of any damage, loss or misuse of these materials during this period. Materials loaned to the Client must not be lent, re-sold, hired out or otherwise circulated to any third party.

The Client must return every transparency to DPG on or before the due date by any method affording proof of delivery and affording adequate protection to pictures in transit. A delivery note listing and totalling the

returned pictures must be enclosed with written advice of the Client's name, project and publication details.

### **Loss or damage to loaned originals**

Clients who lose pictures or return loaned images in a defaced or damaged condition will incur further charges as set out on the 'Picture Library Service Price List' available from DPG and posted on DPG's website. DPG will be the sole judge of the condition of a returned transparency.

The period of hire for loaned material will commence on the date of despatch from DPG and end when the material is returned to DPG. Loaned material that has not been returned to DPG within twelve weeks of the due date will be presumed lost and subsequently charged for as set out on the 'Picture Library Service Price List' available from DPG and posted on DPG's website.

### **Refund policy**

If images have been despatched to the Client but are subsequently not used for publication, sale fees for photographic prints and hire fees will not be refunded, although reproduction fees may be refunded at DPG's discretion.

Errors made by DPG when processing requests will be rectified as soon as possible at no extra charge to the Client but refunds will not usually be given.

### **Complimentary copies**

The Client must send at least one complimentary copy of each publication or product on the publication date to DPG.