

Licensing Agreement for Gladstone's Library

Licensing the reproduction of high-quality images from the Gladstone's Library collections

Licence no: TBC

Client ref: TBC

Issued on: [insert date] to [insert name, address, telephone number and email of client]

Issued by: Gladstone's Library

Image references and details:

Full accession no:	Title of item to be licenced (including each page)

This licence releases single, one-time, non-exclusive rights to reproduce the specified image in the following ways:	
Territory:	
Language(s)	
Print run or production run:	
Publication or product type:	
Duration of licence if applicable:	
Size of image if applicable:	

Total nett price:	£xxxx
VAT:	£xxxx
Total value:	£xxxx

An invoice will be sent under a separate cover. VAT will be charged where applicable. Payment must be received within 30 days of receipt of invoice.

Agreed date for delivery of Images:

The terms and conditions listed below apply at all times.

This Agreement is between....., of..... [“the Client”] and the Board of Trustees of Gladstone’s Library [“the Licensor”] of xxxxx).

1. The Licensor agrees to grant a non-exclusive Licence to the Client:

- 1.1 To record and temporarily hold the Images, which is at all times in the possession and under the direct control of the Client;
- 1.2 To reproduce the Images only as described;
- 1.3 For the territories and time period specified and in accordance with these Terms and Conditions;
- 1.4 On the understanding that neither this Licence nor any rights and permissions granted under it may be assigned, transferred, or sub-licensed to third parties without the prior written consent of the Licensor.

2. The Client may only use the Images under the following Terms and Conditions:

- 2.1 No reuse or further reproduction of the Images is permitted, except upon approval of a further application and payment in advance of any additional fees due;
- 2.2 The Client shall ensure that the Images shall be accompanied by a copyright notice prohibiting any form of reproduction, transmission, performance, display, rental, lending or storage in any retrieval system without the written consent of the Licensor; The Client must also, unless agreed otherwise by both parties in writing, credit the Licensor’s Images as follows:

“xxxx”

- 2.3 On completion of the specified use, all copies or records of the Images obtained under this Licence shall be erased by the Client and a certificate provided to that effect, unless a further use is agreed and the relevant additional fees paid;
- 2.4 No adaptation, alteration or manipulation whatsoever of any part of the Images by the Client is permitted without the prior written consent of the Licensor;
- 2.5 The Client shall ensure that any third parties involved, including any distributors, are bound by the terms of this Licence;

2.6 The Client shall inform the Licensor of any unauthorised use of any of the Images as soon as it becomes aware of the same.

2.7 The Client shall ensure that the Images shall not be used in combination with anything that contains blasphemous, pornographic, defamatory or otherwise illegal materials

3. In consideration for this Licence, the Client shall pay the Licensor the Licence Fee due.

4. The Licence may be revoked with immediate effect at any time if the Client is in breach of any of these Terms and Conditions.

5. No variation of these terms or conditions shall apply unless agreed in writing by both parties.

6. Any unauthorised reproduction of all or part of the Licensor's Images by the Client renders the Client liable for the payment of additional fees, in addition to statutory damages if appropriate.

7. The rights granted by the Licensor are strictly limited to the use, period of time and the territory specified on the Licence.

8. Any adaptation of the Images is not allowed without the prior express written permission of the Licensor, and any such alterations must be acknowledged alongside the Images, as agreed in writing by the Licensor.

9. The Client is responsible for seeking any additional rights, permissions and consents associated with reproducing the Footage. The Licensor will not be responsible for any reproduction of the Footage without such rights, permissions and consents.

10. The Licensor warrants to the Client that it has full power to make this agreement, that the Images is in no way a violation or infringement of any copyright or licence, or duty of confidentiality, or duty of privacy, or any other right of any other person, that it contains nothing defamatory, obscene or blasphemous nor is in any other way unlawful. The Licensor further warrants that nothing in the Images is in any way a breach of current UK laws relating to data protection. The Licensor indemnifies the Client against all actions, suits and proceedings and costs occasioned to the Client in consequence of any breach of this warranty.

11. This Licence lists the relevant Images delivered or emailed to the Client, and the date of delivery. The Licensor shall presume the Images to have been received in good condition unless the Licensor is notified of any discrepancy or damage within three working days of delivery.

12. The Licensor'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 the Licensor. At the conclusion of such production, all intermediate copies of this material must be destroyed.

13. The Client must send one complimentary copy of each publication, programme or product resulting from this Agreement to the Licensor for its records.

14. The Licensor reserves the publication right in the Images, whether or not it has been previously published in any form.

15. The Client indemnifies the Licensor against any damages, losses, or claims made against the Licensor as a result of any unauthorised or defamatory use of the Images where such a breach of the terms of this Licence is caused by the Client.

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

17. This Licence shall be governed by and interpreted in all aspects under the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.

Signed _____

For and behalf of [insert Client Details]

Date _____

Signed _____

For and behalf of the Licensor

Date _____