

**LICENCE FOR THE USE OF IMAGES OF ORIEL MÔN (OM) MATERIAL IN PRODUCTS, BOTH ELECTRONIC (INCLUDING WEBSITES) AND NON-ELECTRONIC**

Licence number:	Invoice number:
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The following Agreement is made between

<b>The Licensee:</b>	Name:	
	Address:	
	Contact name if different:	Tel:
<b>The Museum:</b>	Oriël Môn, Rhosmeirch, Llangefni, Isle of Anglesey, LL77 7TQ	

For the purpose of this Agreement the following expressions shall have the following meanings:

<b>The Image(s):</b> (Title and OM reference)	Format:	Resolution:
<b>The Product:</b> (title of book, presentation)		
<b>The Production Run:</b> (units/broadcasts)		
<b>The Term:</b> (number of days)		
<b>The Territory:</b> (e.g. world-wide)		
<b>Commencement Date:</b>		

<b>The Licence Fee:</b>	Per image:	Total fee:
£	+ VAT	£ + VAT

This licence is governed by the terms set out below. These terms may not be altered in any particular without the written consent of OM. The Licensee shall not be permitted to use the Images unless and until the Licensee has signed and returned this licence to OM.

**The Licensee's acknowledgement to Oriel Môn in the Product shall be worded as follows:**

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**I hereby agree to the licence terms as stipulated below:**

Signed for and on behalf of Oriel Môn:  Date
Signed for and on behalf of the Licensee:  Date

## **Standard terms and conditions:**

### **1: Oriel Môn (OM), in consideration of the Licence Fee grants a non-exclusive licence in the Territory for the Term in favour of the Licensee:**

- (a) to record and hold under the Licensee's control the Image(s) described above in the form supplied by OM; and
- (b) to use the Image(s) for or in the Product until expiry of the Term or until the Production Run specified above is completed, whichever occurs soonest.

### **2: This licence is granted subject to the following conditions:**

- (a) the Licensee cannot use the Image(s) for any use other than the uses permitted under this Agreement;
- (b) the Licensee is responsible for securing third party clearances and accepts sole liability for any complaints or actions arising from the use of the Image(s) in the Product specified;
- (c) no re-use or further reproduction of the Image(s) whether for future production runs or otherwise is permitted after the termination of this Agreement without the prior written agreement of OM and the payment of additional fees;
- (d) where OM has supplied the Image(s) in a form and, where applicable, to a standard of resolution agreed between OM and the Licensee, or where the Licensee has created the Image(s) with the agreement of OM, the Licensee will not use the Image(s) for any purpose other than for or in the Product;
- (e) all copies of the Product shall include the credit 'By permission of Oriel Môn', unless OM has stated otherwise in writing;
- (f) (i) where the Product is a non-electronic one, OM reserves the right to claim a complimentary copy of the Product in which the Image(s) appear, which OM shall have the right to make available to its users; (ii) where a CD-Rom or other physically distinct object is part of the Product, a copy shall be given to OM free of charge within sixty days of publication, which copy OM shall have the right to make available to its users; (iii) where an on-line Product, the OM requires complimentary access for all persons accessing the internet through computer terminals situated on OM's premises, by whatever method it deems fit;
- (g) within one month of completion of the Production Run, or upon termination of this Agreement for any reason whatsoever, the Licensee must: (i) cease all use of the Image(s); and (ii) erase all copies or records of the Image(s) made under this licence from the Licensee's database, unless a further Production Run is agreed and the relevant additional fees paid;
- (h) no adaptation, alteration or manipulation which distorts or materially alters the Image(s) is permitted, without the prior written consent of OM, but manipulation which clarifies the Image(s) is permitted;
- (i) the Licensee shall not use the Image(s) in any way which would prejudice the reputation of either the author(s) of the work(s) represented in the Image(s) or OM or in any way which would be considered derogatory treatment;
- (j) this licence is personal to the Licensee and may not be assigned, transferred or sub-licensed without the prior written consent of OM;
- (k) the Licensee shall ensure that third parties including designers and printers are bound by the terms of this licence; and
- (l) the Licensee shall not allow any third parties to use or reproduce the Image(s) and shall inform OM of any unauthorised use of any of the Image(s) as soon as it becomes aware of the same.

### **3: Payment**

In consideration of this licence, the Licensee shall pay OM the Licence Fee. The licence fee applies to this licence only. VAT shall be charged at the current rate. All fees shall be payable on receipt of invoice. The Licence Fee does not include reprographic fees which may be invoiced by OM in addition.

### **4: Termination**

OYM shall be entitled forthwith to terminate this Agreement by written notice to the Licensee if the Licensee commits any material breach of any of the provisions of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same within thirty days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

### **5: Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all previous communications and agreements including any and all pre-contractual representations (except for fraudulent representations) between the parties with respect to the subject matter of this Agreement.

### **6: Force Majeure**

Neither party shall be liable or be deemed to be in default for any total or partial failure to perform or fulfil its obligations under this Agreement by reason of force majeure, namely, events or circumstances beyond the reasonable control of that party, including, but not limited to, acts of God, acts of civil or military authority, war, fire, explosion, flood, sabotage, embargo, riot, civil commotion, strikes and lockouts.

### **7: Notices**

Any notices which either party may be required to give to the other shall be sufficiently served if given in writing and sent by first class post, to the address of that party set out herein or to such other address as may be notified in writing by that party for this purpose. Notices shall be deemed to have been given two business days after the date of posting.

### **8: Severability**

If and to the extent that any of the terms or provisions of this Agreement shall be determined to be invalid, unlawful or unenforceable, then such term or provision shall to that extent be deemed not to form part of this Agreement and accordingly shall be deleted from the remaining terms and provisions of this Agreement which shall continue to be valid, subsisting and enforceable between the parties to the maximum extent lawfully possible.

### **9: Jurisdiction and Governing Law**

This licence shall be governed by the laws of England and Wales and all disputes arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which the parties agree to submit.