

## WEBSITE LICENSING

### REPRODUCING IMAGES FROM OUR COLLECTIONS

The National Portrait Gallery Rights & Images department is the most authoritative specialist source for British portraiture. If you need pictures of famous Britons we can help you. All the images we supply are protected by copyright and you need permission to reproduce them. Using our service is simple and safe. We provide:

- top-quality photography
- professional research
- efficient rights clearance
- definitive captions

Here is a quick guide through the process:

#### the BRIEF

you tell us about:

- **the images** you are looking for (usually by giving the name of the subject or 'sitter')
- **your project** (details on how you will use the images, the size they will be reproduced, the print-run...)
- **your deadline**

#### the COST

once you have confirmed the images you want and the way you want to use them, we quote and confirm a price, based on:

- **media fees** - for the supply of media, photography and scanning
- **reproduction fees** (or licence fees) - for the use of images

#### PAYMENT

You will need to pay, in advance, the total fees confirmed in our quotation, in UK £ Sterling by one of the following methods:

- AMEX, VISA, MASTERCARD/ACCESS credit cards (N.B. This is the quickest method)
- cheque drawn on a British Bank and made payable to '**the National Portrait Gallery**'
- directly into our bank -

**National Westminster Bank, Charing Cross Road Branch, London WC2H 0NN, UK.**

**sort code: 60-40-05, account no.: 32107943**

[N.B. All transactions **MUST** show the reference **PICLIB**, followed by your company name. Bank charges must be paid by you. Overseas clients require the IBAN number, GB36NWBK60400532107943, and IBAN BIC (swift code), NWBKGB2L, instead of the 'account number' and 'sort code' when paying us by bank transfer].

#### the DEAL

as soon as our quotation is confirmed and payment is arranged, we supply the images and a licence to use them in your project. The specific terms of the licence are set out in the invoice (you'll need to get further permission if you want to use the images in any other way) while the general terms are spelt out carefully in our 'terms & conditions'.

#### the happy END

once you have returned all the transparencies safely, we may raise a final invoice to cover any outstanding hire fees. As soon as the fees have been paid, the job is complete!

The National Portrait Gallery Rights & Images department is proud to be a member of

**BAPLA**

- the British Association of Picture Libraries and Agencies

## APPLICATION

to licence the use of images from the National Portrait Gallery, London ('the Gallery') on a website.

Client contact name	
Client company name	
Client company address	
tel:	fax:
email:	

To enable us to produce a licence for you, please let us know:

- which specific images would you like to use?	
- what is the URL for the website you are creating?	
- what is the purpose of your website?	
- how long would you like to license the images for?	
- will the images be on an inside page or the home page?	
- will the images be the main feature on a page or used as supplementary illustrations?	

**By submitting this licensing request to the Gallery, you warrant that all the details you have provided are correct, that you have the authority to enter into a licence agreement on behalf of the Client, that you have read and understood the Gallery's terms and conditions, and agree to accept them on behalf of the Client.**

## Terms & Conditions

No variation of these terms or conditions shall apply unless agreed in writing by the National Portrait Gallery ('the Gallery').

Any unauthorised reproduction of the Gallery'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 order to ensure quality control, the Gallery only allows reproductions from its own digital image files, colour transparencies, or black and white prints. Transparencies are hired out at a monthly rate, prints are sold and a charge is made to cover registered postage and packing. Special delivery arrangements, such as couriers, must be organised and paid for by the Client. The Gallery may negotiate and charge a non-refundable service fee on occasion, to cover administrative costs.

The Gallery requires payment in advance for the supply of images and for reproduction fees, except in respect of credit account clients, for whom payment terms are strictly 30 days from the issue date on the invoice. The breach of such terms will automatically result in the cancellation of discounts and fees will be charged at the maximum applicable rate.

The supply of images by the Gallery does not confer or imply the availability of rights to store or reproduce the images or make them available to the public in any medium or form.

If and when rights are granted by the Gallery, these are strictly limited to the use, period of time and the territory specified on the invoice. An invoice issued by the Gallery may represent an offer but does not constitute a licence, implied or actual, to grant the rights specified, until payment - in full - of this invoice has been received. 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. On full payment of the invoice, reproduction rights are granted to the Client, as specified on the invoice, and are not transferable.

The Client must credit all images as follows (unless indicated otherwise): "National Portrait Gallery, London". The cropping or manipulation of images is not allowed without express permission, and any such alterations to the presentation of an image must be acknowledged alongside the image, as agreed in writing by the Gallery. Images must not be reproduced without the correct credit line or in reverse, and clients who do so will be charged additional fees, which will not be less than the original reproduction fee. Where images are licensed by the Gallery for use in digital media, the Client shall provide a credit identifying the author of the images, provide a hypertext link to the Gallery's website at <http://www.npg.org.uk> and prohibit the copying, transmission, performance, display, rental, lending or storage of the images beyond the context of the specified licensed digital product.

The Gallery's delivery note will list all the prints and/or transparencies delivered to the Client, which shall be presumed to have been received in good condition, unless the Gallery is notified of any discrepancy or damage within three days of delivery. 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 the Gallery of any damage, loss or misuse of these materials during this period. Materials loaned to the Client must not be passed to any third party.

The Client must return every transparency to the Gallery on or before the 'due date' by any method affording proof of delivery and with insurance cover to the proper level. Adequate protection must be given to transparencies in transit. A delivery note listing and totalling the returned transparencies must be enclosed with written advice of the Client's name, project and publication details. Clients returning transparencies without their mount or without their caption or with other data missing or defaced, will incur further charges. Materials hired and not returned by the Client within 12 weeks of the due date of return may be presumed lost and subsequently charged for at current rates on the sole discretion of the Gallery to a maximum of UK£600.00.

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

The Client must send at least one complimentary copy of each publication or product to the Gallery for our records including, in digital media, full access to inspect the product, with all necessary passwords, for the duration of the licence.

The Gallery reserves the publication right in all the images made available to the Client, whether or not these images have been previously published in any form.

The Client indemnifies the Gallery against damages as a result of unauthorised or defamatory use of the pictures.

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

Failure or neglect by the Gallery to enforce at any time any of these terms and conditions shall not be deemed to be a waiver of the Gallery's rights or prejudice its rights to take subsequent action.

## WEBSITE RATES

We hope you find the rates guide easy to use. It does not cover all eventualities, so please do not hesitate to contact us for clarification or a specific price quotation.

## RIGHTS

Our commitment to copyright research means that we now own, manage or arrange permissions for rights in most of the images in our collection. We supply images 'rights cleared', in one stop, making your time and budget easier to manage. The rates, below, **exclude VAT** and apply from **1st December 2008** but may vary without notice. Please specify how you want to use our images - we will happily confirm a price in writing.

NEWSPAPERS & MAGAZINES & BOOKS editorial	HOME PAGE		INSIDE PAGE		BANNER
	main	minor	main	minor	first use / repeat
for cover period	£100	£70	£70	£50	£50 / 25
& inc. archived (up to 3 years)	£125	£90	£90	£65	£65 / 35
& inc. archived (permanent)	£150	£110	£110	£80	£80 / 40

CORPORATE, ADVERTORIAL & SELL-THROUGH	HOME PAGE		INSIDE PAGE		BANNER
	main	minor	main	minor	first use / repeat
up to 12 months	£200	£125	£125	£100	£100 / 50
up to 3 years	£400	£250	£250	£200	£200 / 100

ACADEMIC editorial	HOME PAGE		INSIDE PAGE		BANNER
	main	minor	main	minor	first use / repeat
up to 12 months	£60	£45	£45	£35	£45 / 22
& inc. archived (permanent)	£120	£90	£90	£70	£80 / 40

DOMESTIC editorial	
	up to 3 years

## SUPPLY OF IMAGES

In order to ensure the highest quality and greatest accuracy in reproductions of our images, we only allow reproduction from the National Portrait Gallery's own media. We supply digital image files for use on-screen, scanned in RGB at 72dpi, colour-balanced and carefully checked against their originals by the Gallery's in-house professionals to ensure the most accurate representation of works in the collections. If licences are available, images may be swiftly despatched, via e-mail, as JPEG files, with appropriate text attachments. If it is necessary to photograph something specially, to fulfil your order, we will advise you of any delays or additional charges which follow.

Scans from Masterfile: **£23.00**; New Master: **£43.00**

## DISPLAY AND CREDITING

When duly licensed, our images may be displayed on websites at a maximum height of 500 pixels and a maximum width of 790 pixels. Full copyright and credit information must be presented visibly in close association with images except where images are too small to practically have full copyright and credit information presented in close association with them, in which cases the inclusion of mouseover 'alt-text' popups must enable this information to be easily seen. Digital watermarking and metadata, identifying the National Portrait Gallery, London as the source of the image must be applied to all images, supplied by us and appearing on a website.

## PAYMENT

We will need advance payment, per the total on our written quotation, in UK£ Sterling by one of the following methods:

- AMEX, VISA, MASTERCARD/ACCESS credit cards (N.B. This is the quickest method)
- cheque drawn on a British Bank and made payable to **'the National Portrait Gallery'**
- directly into our bank – details on request

If your company is in the EC but not in the UK and is registered for VAT, please supply us with your VAT number. VAT will otherwise be charged at 15%.

**Our terms and conditions apply at all times.**