

## TERMS AND CONDITIONS OF SUBMISSION AND REPRODUCTION OF IMAGES

This is a legal agreement between you, the client, and us, the British Tourist Authority.

By registering and using a login and password to access and download Assets on this site you are entering into a binding agreement between you and us. If you are a freelance researcher working on behalf of a publisher this agreement applies to you and your principal. If you do not wish to be bound by this Agreement please e-mail us to that effect within 24 hours and we shall delete your username and password so that you cannot access the database. Downloading any material using your username and password will be deemed acceptance of these terms and conditions.

### 1. TYPES OF LICENCES OFFERED AND USE PERMISSIONS

Collections	<p style="text-align: center;"><b>Brand Collection</b></p> <p>VisitBritain's on-brand assets available to VB/VE staff and eligible Partners for online and print purposes.</p> <p style="text-align: center;"><b>Brand Image Library</b></p> <p>VisitBritain's best new on-brand assets set out in themes</p> <p style="text-align: center;">Inspiring Coast and Country Cool Cities Great Tastes Living History 365 Days of Fun</p> <p style="text-align: center;"><b>Campaigns</b></p> <p>Assets for marketing uses</p>	<p style="text-align: center;"><b>Trade and Media</b></p> <p style="text-align: center;">Editorial Uses only</p> <p>VisitBritain owned and cleared third party assets available free of charge to Travel Trade and Media for non-commercial tourism purposes for online and print purposes.</p> <p style="text-align: center;"><b>Brand Library</b></p> <p>VisitBritain's best new on-brand assets</p> <p style="text-align: center;"><b>Trade and Media Editorial</b></p> <p>VisitBritain's archive</p> <p style="text-align: center;"><b>VisitBritain Media Stories</b></p> <p>Third party imagery available free of charge cleared for use to accompany VisitBritain's PR stories.</p> <p style="text-align: center;"><b>VisitEngland Media Stories</b></p> <p>Third party imagery available free of charge cleared for use to accompany VisitEngland's PR stories.</p> <p style="text-align: center;"><b>2019 Destination Stories</b></p>
VisitBritain/ VisitEngland	Y	Y
Strategic Partners and Public Diplomacy Partners i.e. VisitSuffolk, FCO, British Council	Y	Y
Other Government Bodies	Y	Y
Media and Travel Trade Press	X	Y
Travel Trade	X	Y

### 2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement:

- 2.1.1. "Asset" means any digital item (image, video clip or design file) which may be offered for the purposes of online and print reproduction or publication. All Assets may be downloaded by you for non-commercial uses only free of charge.
- 2.1.2. "Agreement": all the terms and conditions of this Agreement.
- 2.1.3. "Applicable Laws": any law, enactment, regulation, and regulatory policy, guideline, requirement and industry code of any Regulatory Authority (including good practice codes) applicable to any part of the Licence or either party.
- 2.1.4. "Licence": the licence set out in clause 4 of this Agreement.

2.1.5. “Regulatory Authority”: any person having governmental, regulatory, supervisory or other competent authority under any applicable regulations over any part of the Licence or the parties.

2.1.6. “We”: the Asset supplier.

2.1.7. “You”: our client.

2.2. References to clauses are to the clauses of these terms and conditions.

### **3. DIGITAL DELIVERY OF IMAGES**

3.1. This clause 3 applies to Assets (including preview images and thumbnails) downloaded by you, delivered to you online, or delivered to you by email or other purely digital means.

3.2. You agree to be bound by all the terms of this Agreement when you set up your user account with us and you confirm your acceptance of these terms and conditions each time you download any image, whether or not you have logged in.

### **4. GRANT OF LICENCE**

4.1 Subject to the terms of this Agreement, we grant to you a non-transferable, non-exclusive (unless otherwise agreed in writing) licence to reproduce the Assets for non-commercial purposes only free of charge. Non-commercial use is any use that is not intended for or directed towards commercial advantage of monetary compensation and includes using the Assets and works where copyright has expired for non-commercial research, private study, criticism and review or for the purpose of teaching an institution within an educational establishment.

4.2. This Licence is for single use, which means a reproduction in one size for one edition of a single publication in one medium only, published in one language only.

4.3. You may not grant sub-licences of any of the rights included in the Licence, or sub-contract any aspects of exploitation of the rights licensed to you, without our prior written consent. However, you may sub-licence reproduction rights to printers and other production suppliers solely to the extent necessary for production purposes.

4.4. We reserve all rights in relation to the Assets that are not expressly granted to you under this Agreement, whether known now, or created later, and whether or not in the contemplation of the parties at the time of this Agreement.

4.5. We may require you to cease all use of any Asset if we believe that your use of such Asset infringes the intellectual property rights of any third party, or breaches any Applicable Law or regulation. In this instance, we may terminate this Agreement immediately on written notice.

### **5. RESTRICTIONS AND OBLIGATIONS**

5.1. You must comply with all Applicable Laws in performing your obligations and exercising your rights under this Agreement.

5.2. You must not incorporate Assets (or any part of them) into a logo, trade mark or service mark.

5.3. You must not use the Assets in a way that suggests any official status.

- 5.4. You must ensure that you do not use the Assets in a way that suggests that we or any third party rights holder endorses you or your use of the Assets.
- 5.5. You must ensure that you do not mislead or misrepresent the Assets or its source.
- 5.6. Assets must not be used as references for creating drawings or other visual works unless expressly agreed by us in writing.
- 5.7. Assets must not be used in comps, presentations or layouts, nor may Assets be used in slide projections or other presentations, unless expressly agreed by us in writing.
- 5.8. Assets must not be reproduced more than once within any piece unless expressly agreed by us in writing.
- 5.9. You must not use Assets in a pornographic, obscene, defamatory, misleading, unlawful or offensive manner, whether directly or in context or by juxtaposition with other materials.
- 5.10. You must comply with any special instructions or restriction on use notified to you by us before, after or at the time of delivery of the Assets, either in the information or metadata accompanying the Assets or by any other means.
- 5.11. Assets shall not be altered or manipulated, added to or have any part cropped or deleted or be amended in any way that changes the original without our prior written consent.
- 5.12. The Assets must not be made available for use or distribution separately or detached from a product or web page. For example, the Assets may not be made available for downloading separately or in a format designed or intended for storage or re-use by website users. In addition, Assets must not be made available on or linked to via websites, products or services such as Pixazza, Stipple or Clic2c
- 5.13. Assets may not be modified, reconfigured or repurposed for use in any mobile-directed websites or mobile applications that are specifically created for viewing of material on mobile devices, without our prior written consent. For clarification, this restriction on mobile use is not breached if an Asset that is licensed for website use can be viewed via mobile devices in a “pull” (as opposed to “push”) fashion, provided it is not so specifically modified, reconfigured or repurposed for this purpose.
- 5.14. The Assets must not, unless expressly agreed by us in writing, be posted on social networking or file-sharing sites including but not limited to Flickr, Snapchat, YouTube, Facebook or Instagram.
- 5.15. You acknowledge the original nature of and agree not to challenge on the ground of non-originality the subsistence of copyright in Assets consisting of skilled photographic reproductions of artistic works such as paintings, photographs and sculptures.

## **6. DIGITAL RIGHTS MANAGEMENT**

- 6.1. You acknowledge that the Assets are our valuable property, as are any derivations created from the Assets.
- 6.2. You may store the Assets in an internal digital library, network configuration or similar arrangement to allow them to be viewed by you or your organisation for planning or production purposes, but you must retain the copyright symbol, our name, the Asset identification numbers and any other information which may be embedded in the electronic

files containing the original Assets. Please note under EU Directive 2001/29/EC it is illegal to remove or alter metadata associated with digital images or publish images on the internet that have had metadata removed or altered. We are a member of BAPLA which is committed to the IPTC embedded metadata manifesto ([www.embeddedmetadata.org](http://www.embeddedmetadata.org)). You must not remove metadata information supplied in Assets under any circumstance including without limitation from Assets published online.

- 6.3. When the work product for which the Assets were licenced has been created or within 90 days, whichever is sooner, the Assets, including any preproduction copies, must be promptly deleted from your computer or other electronic storage systems.

## **7. CREDITS**

- 7.1 Unless otherwise agreed, you must credit us and the photographer or other author of the Asset whenever the Asset is used in the form: “© [photographer’s name]/[our name]” and where possible, provide a link to the source. If a credit line is omitted the rights granted to you under this Licence, or any similar licence granted by us, will end automatically. Failure to provide a credit may also breach the photographer’s moral right to be identified under section 77 of the Copyright, Designs and Patents Act 1988 and equivalent laws in other jurisdictions.

## **8. MODEL AND OTHER RELEASES; CAPTIONS AND OTHER INFORMATION**

- 8.1. We give no warranties whatsoever as to the existence of any model, property or other releases associated with the Assets.
- 8.2. We give no warranties whatsoever as to the use of names, trademarks, logos, uniforms, registered or unregistered designs, artistic works or other material depicted in any Asset which may be subject to intellectual property rights or other restrictions.
- 8.3. You shall satisfy yourself that all releases, consents, licences or permissions as may be required for use of the Assets have been secured. You are solely responsible for obtaining all such releases, consents, licences or permissions and the Licence is conditional in each case on your obtaining them. You shall not rely on any representation which may be made on our website and may only rely on an express representation given specifically to you by us in writing.
- 8.4. We do not warrant the accuracy of the captioning, keywording or any other information associated with the Assets. You shall satisfy yourself that all such information is correct.

## **9. AUDIT**

- 9.1. You shall keep separate and detailed records of all uses of the Assets to enable us to verify your compliance with the terms of this Agreement. After giving written notice of 10 days, we, or any other person authorised by us, may inspect your records, premises and/or servers during normal business hours, and take away copies to verify the information provided by you. This right of inspection shall remain in effect for a period of one year after the expiry or termination of this Agreement.

## **10. INDEMNITY**

- 10.1. You agree to indemnify and hold us harmless against any claims, damages, losses, expenses or costs (including any direct, indirect or consequential losses, loss of profit and loss of reputation and all interest, penalties and legal costs and other expenses) arising in any manner

whatsoever from or as a result of your unauthorised use of any Asset supplied by us to you, or any other breach by you of any of your obligations under this Agreement.

## **11. TERMINATION**

- 11.1. If you fail to comply with any of the conditions of this Licence the rights granted to you under this Licence, or any similar licence granted by us will end automatically. We may (by written notice to you) terminate this Agreement immediately if you commit any material breach of your obligations under this Agreement which is incapable of remedy, or if capable of remedy, is not remedied within 14 days of our giving written notice requiring the breach to be remedied.
- 11.2. In the event clause 11.1 above applies, there must be no further use of the Assets and Assets must be promptly deleted from your computer or other electronic storage systems.

## **12. WARRANTY AND LIMITATION OF LIABILITY**

- 12.1 All representations, warranties, obligations and liabilities in relation to the Assets are excluded to the maximum extent permitted by law.
- 12.2. Save where expressly provided, all terms which might be implied into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
- 12.3. Nothing in this Agreement shall operate to exclude or limit our liability for (a) death or personal injury caused by our negligence; (b) fraud; or (c) any other liability which cannot be excluded or limited under Applicable Law.
- 12.4. We shall not be liable for any errors or omissions in the Assets and shall have no liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever caused, including any of the following: (a) loss of profits; (b) loss of business opportunity; (c) loss of contracts; (d) loss of goodwill; or (e) loss arising from damaged, corrupted or lost data.
- 12.5. Subject to clause 12.3 above our total liability, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall not exceed the £10.

## **13. ASSIGNMENT**

- 13.1. You shall not, without our prior written consent, assign, transfer or deal in any manner with this Agreement or any of your rights and obligations under this Agreement.

## **14. COPYRIGHT AND PUBLICATION RIGHT**

- 14.1. No interest in the copyright in any Asset shall pass to you by virtue of this Agreement. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) and equivalent rights in all other jurisdictions arising from your use of any Assets shall vest in us and you hereby assign and agree to procure the assignment of all such rights arising to us.
- 14.2. You will promptly notify us of any actual or suspected infringement of the copyright in the Assets within the licensed territory ("**Infringement**") that comes to your attention. You will co-operate fully with us by taking all steps required by us (in our sole discretion) in connection

with any Infringement including, without limitation, where the licence is exclusive, proceedings in our name or in the joint names of the parties. You will use your best endeavours to assist us in any legal proceedings relating to any Infringement.

- 14.3. Please contact us in the event that you are the owner of the copyright or related rights in any of the material on this website, or in a publication or broadcast to which we have provided materials from our collections and you believe that the material may be subject to a third party ownership or another legal claim, or you believe that use of this material infringes your intellectual property or other rights. Please include the following information in your email:
  - 14.3.1 your contact details;
  - 14.3.2 full details of the material you believe has made the infringement and where you found it (including the full web address); and
  - 14.3.3 proof that you are the rights holder.
- 14.4. Please send the information required in clause 14.3 above to [info@visitbritainimages.com](mailto:info@visitbritainimages.com). We will withdraw the material from our website within 2 working days of receipt of your written objection and our initial verification of your complaint, while the matter is investigated. Your acknowledgement will be acknowledged within 10 working days of receipt.
- 14.5. The copyright statement in this clause 14 does not obligate us to respond to all complaints or other correspondence received about alleged unauthorised use of third party rights. However, we will respond to and take any action we consider necessary in respect of all genuine and evidenced complaints or other correspondence received about all such alleged unauthorised use of third party rights.

## **15. MISCELLANEOUS TERMS**

- 15.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.
- 15.2. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). If there is an inconsistency between any of the provisions of this Agreement and any other agreement or document, the provisions of this Agreement shall prevail.
- 15.3. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.4. All references in this Agreement to the singular shall include the plural where applicable and vice versa.

- 15.5. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.6. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), save for infringement of copyright where it shall be non-exclusive. However, if our business address is in Scotland or Northern Ireland then the words "Scotland" or "Northern Ireland", as the case may be, shall be substituted for the words "England and Wales" in the preceding two sentences of this clause 15.6.