

Image Licence Application

Section I Licensee

Contact details				
Name				
Position				
Address				
	postcode			
Phone				
Fax				
eMail				
Name of publisher / Production company				
Name of end user of the product if different from 3 (eg Channel 4, ITV) Section II Product				
Title of product				
Type of product (please tick box)				
□ Book □Film□TV □	Brochure ☐ Exhibition			
☐ Journal/magazine ☐	Newspaper □ CD-ROM/DVD □ Website			
□ Other (please specify)				

Image size (please tick box)
□ Half page □ Full page □ Double page spread
Cover Use (please tick box) □
Print run (please specify, not applicable for TV, website or exhibition)
Proposed retail price
Date of publication (dd/mm/yyyy)
Any additional information
Section III Rights
Title of the rights you wish the licence to cover (a list of standard rights and fees can be found at the end of this form)
Rights:
If the rights you are looking for are not listed, please specify below the type of rights you are seeking.

Section IV Images

Number of images you wish to license for the above product			
Reference numbers of the images you wish to licence			

Use of our Images is subject to our Terms and Conditions, a copy of which are included at the end of this form.

Completed applications must be returned to

Royal Voluntary Service Heritage Collection
Unit 1a Bath Road Business Centre
Bath Road
Devizes
Wiltshire
SN10 1XA

Or e-mailed to heritage@royalvoluntaryservice.org.uk

Publication (standard uses)

(VAT at 20% will be added to all orders)

Prices listed are for a half page reproduction of a single image; for a full-page add 25% for a double page spread add 50%.
All rights are non-exclusive

Publication use (printed media)	One country, one language	World, one language
Books, newspapers, magazines and journals	£60	£120
Specialist academic or educational journal	£30	£60
Book/magazine cover	£150	£300
Publication use (Film/TV/online media)	One country, one language	World, one language
TV/Film – flash, up to 30 seconds TV/Film – flash up to 30 seconds, inclusive of cable, satellite, video and online streaming (10 years)	£60 N/A	£90 £200
TV/Film – unlimited use for a single specified programme, all media inc. online (10 years)	N/A	£300
Websites – (10 years)	N/A	£90

Publication (non-standard use)

Publishers who wish to use a Royal Voluntary Service Archive & Heritage Collection image for a use not listed above should contact Royal Voluntary Service for a quote.

Other information

All images will be supplied in an electronic format (usually either TIFF or JPEG) at 300dpi at their original dimensions.

TERMS AND CONDITIONS FOR THE REPRODUCTION OF DIGITAL IMAGES IN PRINTED PUBLICATIONS FILM AND TELEVISION AND ELECTRONIC FORMAT

These terms and conditions contain limits and exclusions on Royal Voluntary Service' liability regarding the use of the Digital Images and conditions 3-5 and 11 should be considered with particular care

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 - (a) "Digital Images" means the digitised versions of the Images;
 - (b) "Images" means the original versions of the images listed or described in the Licence;
 - (c) "Licence" means the letter from Royal Voluntary Service confirming the grant of a licence to the Licensee on and subject to these terms and conditions;
 - (d) "Licence Fee" means the licence fee specified in the Licence;
 - (e) "Licensee" means the person named in the Licence;
 - (f) "**Product**" means the publication, programme or other purpose specified in the Licence.
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 - (a) Royal Voluntary Service has collected and safely stored a number of hard copy images in its Archive & Heritage Collection and has recently created digital versions of those images (including the Images);
 - (b) Royal Voluntary Service owns the hard copies of the collected images (including the Images), the digital versions of those images and any rights that were created as part of the digitisation

- (c) unless the Licence states otherwise, Royal Voluntary Service doesn't own the copyright in the Images, doesn't hold itself out as the owner of such copyright and doesn't have the right to grant any licences in relation to such copyright; and
- (d) where the Licence states that a third party owns the copyright in the Images, Royal Voluntary Service has already asked the Licensee to contact that third party and obtain its permission to use the copyright in the Images because without such permission the use of the Digital Image by the Licensee will be an infringement of the third party's intellectual property rights.
- 4. Where the Licence states that a third party owns the copyright in the Images, the Licensee undertakes that the Licensee has contacted that third party and has obtained its written permission for:
 - (a) Royal Voluntary Service to digitise the Image and release the Digital Image to the Licensee; and
 - (b) the Licensee to use the Digital Images in the Product
 - and the Licensee will indemnify Royal Voluntary Service against any breach of any terms imposed on the Licensee by the relevant third party in connection with the grant of such permission and/or any breach by the Licensee of this condition 4.
- 5. Where the Images appear to be protected by copyright, but the owner of such copyright cannot be ascertained following reasonable inquiry, the Licensee agrees that:
 - (a) Royal Voluntary Service gives no promises that the digitisation of the Images and the use of the Digital Images (whether as part of the Product or otherwise) doesn't infringe the rights of any third party;
 - (b) the Licensee takes and uses the Digital Images on an "as is" basis and uses the Digital Images at its own risk; and
 - (c) the Licensee will be responsible for the clearance of any and all rights and the payment of any and all fees that may become due to any third party as a result of the digitisation of the Images and the use of the Digital Images by the Licensee

and the Licensee will indemnify Royal Voluntary Service against any liability that Royal Voluntary Service might incur in respect of the digitisation and reproduction of the Images and the use of the Digital Images by the Licensee.

- 6. The Licensee must: take adequate steps to prevent copying or use of the Digital Images in any way other than in the Product and must ensure that all third parties including distributors are bound by the same terms as the terms of the Licence.
- 7. All copies of the Product must carry a credit acknowledging that the Digital Images are used with the permission of Royal Voluntary Service. Where credit is shown with individual Digital Images this shall be Royal Voluntary Service and include the relevant reference number. In the case of film or television programmes, an on-screen credit worded "Courtesy of Royal Voluntary Service" must be given as the source of supply where one or more of the Digital Images are screened for more than 5 seconds.
- 8. The Licensee must give to Royal Voluntary Service free of charge a copy of the Product, unless otherwise agreed.
- 9. No adaptation, alteration, cropping or manipulation which is derogatory to the Digital Images or their subject matter is permitted.
- 10. Where these conditions say that the Licensee will "indemnify" Royal Voluntary Service against any circumstance it means that the Licensee will indemnify and hold Royal Voluntary Service harmless from:
 - (a) all actions, claims and proceedings that may be made against Royal Voluntary Service; and
 - (b) all loss, damage, payments, costs and expenses (including legal fees on a solicitor own client basis and taxes) which are made or incurred by Royal Voluntary Service
 - which are a result of the relevant circumstance or which wouldn't have arisen but for the relevant circumstance.
 - (c) The Licence is personal to the Licensee and cannot be assigned, transferred or sub-licensed without the prior written consent of Royal Voluntary Service. The Licence applies to the one-time use of the Digital Images in the Product.

- (d) If any publication right arises in the Digital Images under the Copyright and Related Rights Regulations 1996 then the Licensee hereby assigns the right absolutely to Royal Voluntary Service.
- (e) A final return of the number and references of the Digital Images used must be submitted by the Licensee to Royal Voluntary Service.
- (f) The Licence may be terminated at any time by Royal Voluntary Service giving notice in writing to the Licensee if the Licensee is in breach of any of its terms.
- (g) These terms and conditions and the Licence shall be governed by the laws of England.

Royal Voluntary Service Heritage Collection
Unit 1A, Bath Road Business Centre
Bath Road
Devizes
Wiltshire
SN10 1XA

I have read, understood and accept the terms and conditions required for permission to use Royal Voluntary Service images in a product and will ensure their implementation, including those relating to the Royal Voluntary Service image credits.

Signature	Date
Print Name	