

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 of 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	©VISITBRITAIN Brand Collection Brand assets available to download as low resolution files for online corporate & marketing uses with credit This Collection is visible to users where permissions apply. High resolution assets available to users with permissions granted	©VISITBRITAIN Trade and Media Editorial Assets available free of charge to Travel Trade Press and Media for online and print tourism purposes. This collection is made up of Brand and product assets with regional spread and that carry no restrictions. Media Centre stories and guides will be made available to journalists once logged in.	©VISITBRITAIN Images Collection Available to download as low resolution files for online editorial tourism uses with credit Images available for High Resolution for print available as a membership or single & multiple licences. Some images may be for editorial uses only and not available for print purposes.	© Destination Collections Available to download as low resolution files for online editorial tourism uses with credit High resolution files available where permissions apply.	©Third Party Contributors Assets owned by third parties being represented by VisitBritain available to licence for commercial uses.
VisitBritain/ VisitEngland	Y	X	Assets must be submitted for Brand Approval	Assets must be submitted for Brand Approval	License fees Apply with benefit of 50% discount
Strategic Partners	Brand Image Library Campaigns upon request	Y	Y	Y	License fees Apply
Other Government Bodies (PDF's)	Brand Image Library Campaigns upon request	Y	Y	Y	License fees Apply
Media and Travel Trade Press	X	Y	Membership Fees apply print and commercial uses	Y	License fees Apply
Travel Trade	X	Y	Y	Y	License fees Apply
Commercial Users	X	Contact support for commercial uses	Contact support for commercial uses	Contact support for commercial uses	License fees Apply

2. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement:

1.1.1. "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 users for positive online editorial tourism uses. Permissions based Collections are available for tourism editorial print or commercial uses. License fees may apply based on permissions granted to each asset.

1.1.2. "Agreement": all the terms of this Agreement including these terms and conditions, all terms set out in the delivery note and any terms set out in the invoice. The terms set out in the delivery note and the invoice replace these terms and conditions to the extent of any inconsistency.

1.1.3. "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 License or either party.

1.1.4. "End User": your customer or client for, and the ultimate user of, the Assets.

1.1.5. "Licence": the licence set out in clause 3 of this Agreement.

1.1.6. "Licence Fee": any sum(s) payable by you to us in respect of the Licence.

1.1.7. "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.

1.1.8. "we": the Asset supplier.

1.1.9. "you": our client.

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

2. DIGITAL DELIVERY OF IMAGES

2.1. This clause 2 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.

2.2. 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 or set up a user agreement.

3. GRANT OF LICENCE

3.1. Subject to the terms of this Agreement, we grant to you a non-transferable, non-exclusive (unless otherwise agreed in writing) licence, on payment of the Licence Fee, to reproduce the Assets during the licence period, in the territory and for the purposes specified in the delivery note or the invoice.

3.2. Use of the Assets is strictly limited to the purpose, medium, licence period, print run, placement, size of licensed material, territory and any other terms agreed. Unless otherwise specified in the delivery note or invoice, the Licence is for single use, meaning a reproduction in one size for one edition of a single publication in one medium only, published in one language only. The licence period commences on the date specified on the invoice (or if no date is specified, on the date of the invoice itself) and is for the full duration specified on the invoice, but the Licence only comes into effect on payment in full of the Licence Fee. If the Licence is for online use no licence for offline use is implied, and vice versa. For example, a licence to reproduce Assets in a printed book does not imply any licence to reproduce the Assets in an e-book. Digital use will be treated as a separate use from physical use, requiring payment of an additional fee to be agreed in advance.

3.3. 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 grant sub-licences to End Users to reproduce the Assets on terms that prohibit those End Users from granting any further sub-licence and require those End Users to comply with all the terms of this Agreement. You may also sublicense reproduction rights to printers and other production suppliers solely to the extent necessary for production purposes.

3.4. 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.

3.5. We may require you to cease all use of any of the Assets if we reasonably believe that your use of such Assets infringes the intellectual property rights of any third party, or breaches any applicable law or regulation. In this instance, we may, at our option either:

- (a) provide you with alternative Asset(s) so as to avoid the infringement; or
- (b) terminate this Agreement immediately on written notice in respect of the relevant Assets.

4. RESTRICTIONS AND OBLIGATIONS

- 4.1. You must comply with all Applicable Laws in performing your obligations and exercising your rights under this Agreement.
- 4.2. You must not incorporate Assets (or any part of them) into a logo, trade mark or service mark.
- 4.3. Assets must not be used as references for creating drawings or other visual works unless expressly agreed by us in writing.
- 4.4. 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.
- 4.5. Assets must not be reproduced more than once within any design, editorial piece, advertisement or other work product, unless expressly agreed by us in writing.
- 4.6. A licence to use an Asset on or in a product, including a book or magazine cover, does not imply any licence on your part to use the Asset in the advertising or promotion of that product, except as part of an image of the product itself showing the Asset in its context.
- 4.7. 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.
- 4.8. 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, the delivery note, the invoice or by any other means.
- 4.9. Assets shall not be altered or manipulated, added to or have any part cropped or deleted without our prior written consent.
- 4.10. 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 be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for storage or re-use by website users. Similarly, End Users may be provided with copies of the Assets as an integral part of your work product, but must not be provided with the Assets or permitted to use the Assets separately. Assets must not be made available on or linked to via websites, products or services such as Pixazza, Stipple or Clic2c.
- 4.11. Assets may not be modified, reconfigured or repurposed for use in any mobile-directed web sites or mobile applications that are specifically created for viewing of material on mobile devices, without our prior written consent which might require payment of an additional licence fee. For clarification, this restriction on mobile use is not breached if an Asset that is licensed for web site 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.
- 4.12. The Assets must not, unless expressly agreed by us in writing, be posted on social networking or file-sharing sites such as Flickr, Snapchat, YouTube, Facebook or Instagram.

- 4.13. 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.

5. DIGITAL RIGHTS MANAGEMENT

- 5.1. You acknowledge that the Assets are our valuable property, as are any derivations created from the Assets.
- 5.2. You may store the Assets in a digital library, network configuration or similar arrangement to allow them to be viewed within your organisation or within the End User's 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). You must not remove metadata information supplied in Assets under any circumstances including without limitation from Assets published online.
- 5.3. When the work product for which the Assets were licensed has been created or within 90 days, whichever is sooner, the Assets, including any pre-press or pre-production copies, must be promptly deleted from your and any End User's computer or other electronic storage systems.

6. CREDITS

- 6.1. Unless otherwise agreed, you must credit us and the photographer or other author of the Asset whenever the Asset is used in the form indicated in the credit field or, if there is no such indication, "© [photographer's name]/[our name]". If a credit line is omitted an additional fee equal to 50% of the original amount invoiced attributable to the Asset in question shall be payable by you. 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.

7. PAYMENT

- 7.1. No reproduction of any Asset is authorised until payment in full has been received by us. Any reproduction by you or the End User before payment in full has been received constitutes an infringement of copyright and a breach of this Agreement entitling us to terminate this Agreement immediately on written notice to you.
- 7.2. Unless otherwise agreed by us in writing, all invoices are payable by you within 30 days. If you do not make full payment of an invoice on time we reserve the right to charge interest on the outstanding amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until payment is made.
- 7.3. All amounts due under this Agreement are exclusive of VAT which shall, where applicable, be paid by you at the prevailing rates on the due date for payment and on receipt of a VAT invoice from us.
- 7.4. All payments to be made by you under this Agreement (except any deduction or withholding which is required by law) shall be paid free and clear of any deductions or withholdings for or on account of set-offs or counterclaims.

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, trade marks, 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 must 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 must not rely on any representation in this connection 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 must 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. We may (by written notice to you) terminate this Agreement immediately if:
 - a) you fail to pay any amount due under this Agreement in full within 14 days of its due date and this failure is not remedied within 7 days of receipt of written notice to this effect; or
 - b) 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; or
 - c) you cease, or threaten to cease, to carry on business, or any of the following events occur in respect of you or any of your holding companies:
 - (i) a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with or assignment for the benefit of creditors;
 - (ii) a resolution for winding-up is passed;

- (iii) a petition for winding-up is presented, or an application is made for the appointment of a provisional liquidator, or a creditors' meeting is convened;
 - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of your business or assets; or
 - (v) an application is made either for the appointment of an administrator or for an administration order.
- 11.2. On any expiry or termination of this Agreement the Licence shall automatically terminate and there must be no further use of the Assets. Assets must be promptly deleted from your and any End User's computer or other electronic storage systems.

12. WARRANTY AND LIMITATION OF LIABILITY

- 12.1. We warrant that the Assets will be free from defects in material and workmanship for 30 days from delivery (your sole remedy for a breach of this warranty being the replacement of the defective Asset); (b) we have all necessary rights and authority to enter into and perform this Agreement; and (c) your use of the Assets in accordance with this Agreement and in the form delivered by us will not infringe any copyright in the Assets or any moral rights of the authors of the Assets.
- 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) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (c) fraud; or (d) any other liability which cannot be excluded or limited under applicable law.
- 12.4. We 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, which fall within any of the following categories: (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; provided that this clause 13.4 shall not prevent claims for direct financial loss that are not excluded by any of categories (a) to (e) inclusive of this clause 13.4.
- 12.5. Subject to clause 12.3, our liability, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall not exceed the Licence Fee multiplied by 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 Assets 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 or the End User's 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.

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 the provisions of your purchase order, your standard terms and conditions or any other 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. 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.
- 15.5. 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 or non-payment of the Licence Fee 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 15.5.