



COMHAIRLE NAN EILEAN SIAR

Tasglann nan Eilean Siar

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REGULATIONS

Governing the Reproduction Of Archive Material of the Collections of Tasglann nan Eilean Siar (Hebridean Archives)

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Permission to reproduce material is dependant on full acceptance of these regulations and is automatically abrogated if any part is infringed



Thank you for your request to publish images or text of archive material held by the Tasglann nan Eilean Siar (TnES). Before proceeding, it is important that you read the following information so that both sides clearly understand the procedures and the rights required and supplied.

Please do not hesitate to contact us if you have any questions regarding any aspects of your request

FOREWORD

The following standard conditions apply to the granting of authority to reproduce images and text from the archive collections.

Formal written acceptance of the conditions is a pre-requisite for the granting of permission and for the provision of goods and services from TnES.

Supply of images is subject to availability. If an image has to be specially photographed or printed, there will be a delay.

Materials and permissions will only be sent once the completed Reproduction Application Form has been returned and fees must be paid within 30 days of invoice or by cash / cheque payment.

As the Client you acknowledge that the images and text are Tasglann nan Eilean's property, as are any digital images created from them.

Tasglann nan Eilean Siar does not grant exclusive rights or rights in perpetuity.

Tasglann nan Eilean Siar was established in 2010 by Comhairle nan Eilean Siar to provide a professional archive service for the Western Isles. TnES at present sits within the Social & Community Services Department of Comhairle nan Eilean Siar.

TERMS AND CONDITIONS OF SERVICE

This Agreement represents the Terms & Conditions between **Tasglann nan Eilean Siar** (or in the case of the service being disbanded or rebranded to its successor or revert back to Comhairle nan Eilean Siar or its successors) and **the Client** (as specified on the Application Form).

- The abbreviation 'TnES' is used for 'Tasglann nan Eilean Siar (Hebridean Archives)'
- 'Image' means a photograph, transparency, negative, electronic Image file, moving image, quoted text or any other item that may be offered for reproduction. TnES reserve copyright on all Images created in the archive and any unauthorised reproduction of such Images constitutes an infringement of rights.
- 'Work' means the original work of art represented in the image or the text of any volume or archive document.
- 'Reproduction' means any form of copying or publication of the whole or part of any Image or text in any format, including printing, photography, slide projection, xerography, broadcast, electronic reproduction and storage ('Digital Images') or by any other means.

Provision of goods and services by Tasglann nan Eilean Siar is dependent on the full acceptance of these terms and conditions by the Client and will be automatically withdrawn should any part be infringed. No variation of these terms or conditions shall apply unless agreed in writing by both parties.

1. COPYRIGHT

It is the Client's responsibility to obtain copyright permission if Tasglann nan Eilean Siar do not have copyright. TnES will take no responsibility for obtaining permissions in this instance and are not in a position to offer legal advice on these copyright issues. All claims of living photographers / artists, their assignees or heirs of artists are the responsibility of the Client.

TnES reserve copyright on all photographic images created in the archive & storage areas.

Copyright statement explained

This statement outlines TnES's basic approach to those images and text which are held in, or created from, the collections.

The copyright position in respect of the collection is complex and is not an issue on which the archive is in a position to offer advice. It therefore remains the responsibility of anyone wishing to re-publish archive images to satisfy themselves that no copyright is being infringed. Any potential publisher of archive images should be aware of the Copyright, Designs and Patents Act, 1988 and ensure that the requirements of the Act and any later amendments to it are met.

Copyright is a heritable property and is passed to the heirs with the rest of the estate when the originator dies. Within the archive collections it can be difficult to establish the copyright status of individual images or documents. However many collections have been donated to the archive with transfer of copyright and some with specific condition of use.

The Tasglann does not charge "copyright fees", but rather "licence fees" for permission to reproduce copy images which the archive has supplied.

2. OWNERSHIP

No property, copyright or publication rights in any image shall pass to the client either on submission of the image to the client or once we grant reproduction rights.

3. NEW PHOTOGRAPHY

When new photography is required of a previously un-photographed item from the collection, the cost will be quoted at the time of order. Images resulting from new photography are the property and copyright of TnES. Any publication right (defined in the Copyright and Related Rights Regulations 1996) arising from your use of any image shall vest in us and you hereby assign all such rights arising to TnES.

4. DEPOSITED ARCHIVES

Applications to reproduce archives on deposit or loan to TnES should be sent to the Archivist in the first instance. Material may not be sent until the owner has granted permission and any fees have been paid. TnES do not charge a reproduction fee on loan items if the owner does, but will impose a handling charge for administration costs.

5. ACKNOWLEDGEMENT / CREDITS

An acknowledgement to Tasglann nan Eilean Siar in the form of "Tasglann nan Eilean Siar" shall accompany any reproduction or use of an image. The acknowledgement shall be made in such a way that it can be identified with the individual image to which it applies. Wherever possible image captions and if appropriate author / artist / photographer's name will also be included. The Client's failure to include the specified credits will be subject to a surcharge of at least 50% of the Licence Fee per Image.

6. COMPLIMENTARY COPY

Unless otherwise agreed, a copy of the publication, (book, newspaper, journal, leaflet), production (tv programme, DVD or CD-ROM) or product shall be given to the Tasglann nan Eilean Siar to add to their collection.

7. PAYMENT

Please see Image Licence and Supply Fees page for relevant prices.

Cheques must be made payable to "Comhairle nan Eilean Siar" in UK Pounds Sterling. Payment can also be made by Debit / Credit cards in person or over the telephone. If you require an invoice please contact us.

Payment must be received within 30 days of issue or your licence will be revoked.

TnES reserves the right to negotiate the fee in the case of bulk orders, educational use or use by local history societies / community groups. Such negotiation is entirely at the discretion of the Archivist. (Please see clause 17)

8. COMPLAINTS

All images will be presumed to have arrived in good condition unless Tasglann nan Eilean Siar is notified that this is not the case within three working days of delivery, to be confirmed in writing.

9. PUBLICATION RIGHTS

Any publication right (as defined in the Copyright & Related Rights Regulations, 1996) arising in respect of any Image from the use by the Client of such Image is reserved by TnES and the Client hereby assigns all such rights arising to TnES. Tasglann nan Eilean Siar retains copyright and related rights throughout the world in any digitisation created by or for the Client of the images for the full term including extensions and renewals of such rights.

10. RETENTION OF IMAGES

Tasglann nan Eilean Siar's images and texts 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 TnES. At the conclusion of such production, all intermediate copies of this material must be destroyed.

11. REPRODUCTION RIGHTS

The supply of images or text from TnES does not confer the right to store or reproduce the images or make them available to the public in any medium or format, nor does the supply of Images imply the availability of such rights. A fee for reproduction rights will be assessed and invoiced separately. The Client must satisfy themselves that all necessary rights, releases or consents which may be required for reproduction have been obtained in advance. TnES gives no warranty or undertaking that any such rights, releases or consents are or will be obtained whether in relation to the use of names, people, or works of art depicted in any Image. In the event that the image is used or reproduced by or with the authority of the Client, then the Client shall indemnify TnES against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained.

12. LIMITATIONS OF LICENCE

Rights licences, if and when granted by Tasglann nan Eilean Siar are strictly limited to the use, period of time and territory specified on the licensing documentation and no partial or other assignment of copyright shall be implied. In the case of book production, revised editions or additional formats require a further, separate licence.

13. THIRD PARTY

Rights are granted to the Client only and may not be assigned, loaned or transferred to third parties, except for the exercise by the Client of such specific rights granted in the Tasglann nan Eilean Siar licence.

14. IMAGE MANIPULATION

Images may be cropped, positioned, enlarged or reduced but must not be changed or manipulated nor the meaning of the original work distorted. Images must not be altered without our prior written consent. When an image is cropped for reproduction, this should be indicated by adding '(detail)' to the picture caption.

15. TRANSFER OF RIGHTS

Products containing reproductions of images or text from Tasglann nan Eilean Siar constitute infringements of copyright unless properly licensed according to these Terms and Conditions and in the event of the Client's insolvency, bankruptcy or death, no transfer of ownership in rights or materials from TnES shall be deemed to have occurred other than those properly licensed by Tasglann nan Eilean Siar. Such products may not be used to settle the Client's outstanding liabilities without first settling any outstanding invoices due to TnES from the Client.

16. TERMINATION OF AGREEMENT

In the event of termination, due to any breach by the Client of the terms agreed, all rights granted under this Agreement shall immediately revert to Tasglann nan Eilean Siar and any further exploitation of any Image shall constitute an infringement of copyright.

17. TASGLANN NAN EILEAN SIAR'S RIGHTS

Tasglann nan Eilean Siar's failure to exercise or enforce any of its rights under these Terms and Conditions (or otherwise) will not be deemed to be a waiver of any such rights nor will that failure operate so as to bar the exercise or enforcement of those rights at any future time.

18. USE OF NAME

The Client shall not use Tasglann nan Eilean Siar's name, logos or any similar name in any manner in connection with any Image, except as expressly set out in these Terms and Conditions or as agreed in writing by the TnES. Nothing in these Terms and Conditions constitutes a partnership, agency relationship or joint venture between the parties.

19. GOVERNED BY SCOTTISH LAW

These Terms and Conditions shall be governed by the laws of Scotland and the parties to these Terms and Conditions agree to submit exclusively to the jurisdiction of the Courts of Scotland.

IMAGE SUPPLY & REPRODUCTION FEES

SUPPLY FEES

Please note that you must apply for and get permission from TnES before any of the images can be used in any form of publication or reproduction and a further fee will be charged accordingly. Images are supplied only for viewing purposes.

Prints of images

Up to A5 £5.65 + P&P
Up to A4 £7.80 + P&P
Up to A3 £14.45 + P&P

Digital images

Available by email or CD ROM

High Resolution	£ 9.55	+ £1.60 CD	+ P&P
Low resolution	£ 5.65	+ £1.60 CD	+ P&P

New & special photography (e.g. oversized items) can be arranged but will incur additional fees – prices will be quoted for individually.

REPRODUCTION FEES

The Tasglann nan Eilean Siar reserves the right to negotiate the fee in the case of bulk orders, educational use or use by local history societies / community groups. Such negotiation is entirely at the discretion of the Archivist.

EDITORIAL USE

Fees are for non-exclusive, one-time use only, in one edition. Further editions, additional rights or reprints require new permissions. For print runs up to 10,000. Surcharge may be payable on larger quantities.

		One country / one language	World / one language	World / all languages
	Up to half page inside	£60	£90	£140
	Up to full page inside	£84	£106	£143
	Double page spread inside	£124	£185	£247
	Front cover	£176	£223	£294
	Back cover	£155	£227	£309
	Composite cover	£134	£206	£227
	Promotional use	£52	£72	£77
		Regional	National	International
Newspapers / magazines	Up to quarter page inside	£60	£100	£120
Reports / leaflets / brochures	Up to half page inside	£80	£120	£150
	Up to full page inside	£100	£150	£200
	Front cover	£176.40	£223	£294
Graphic panel display	Academic / educational	£103		
	Commercial	£206		

VAT and postage and packing will be added to all costs where applicable

ELECTRONIC USE

		One country / one language	World / one language	World / all languages
Television / broadcast	Single transmission	£70.35	£110	£130
	Per repeat	£36	£52	£62
	10 year unlimited transmissions	£375	£475	£675
	Filming on Location	£100 / hour		
	Staff taking items to be filmed	£100 / hour		
		One country / one language	World / one language	World / all languages
DVD / ebook / software	Up to 50,000 copies	£100	£150	£200
	Academic / educational up to 5,000 copies	£52	£77	£103
CD ROM / DVD packaging		£200	£250	£320
Web publication		Educational / academic	Editorial	Commercial
Discount of 25% for supplementary page use (i.e. not main image on page)	One year	£60	£145	£300
	Five years	£88	£200	£400

VAT and postage and packing will be added to all costs where applicable

PRODUCT USE

		One country / one language	World / one language	World / all languages
Fine art prints / posters				
	Under 40 x 60cm	£165	£196	£247
Print run up to 3,000	Up to 60 x 80cm	£227	£278	£309
	Over 60 x 80cm	£247	£299	£391
Calendars	Up to A4	£206	£258	£309
Print run up to 3,000	Over A4	£250	£300	£325
	Front cover	fee + 30%		
	Back cover	fee + 15%		
Greetings cards and postcards	Print run up to 1,000	£75	£90	£125
	Print run up to 3,000	£150	£200	£250
	Print run up to 5,000	£200	£250	£300
Diaries / address and notebooks	Print run up to 3,000 inside	£155	£206	£258
	Print run up to 5,000	£232	£283	£335
	Front cover	£258	£330	£412
	Back cover	£155	£227	£309
Gift wrap / tags / stationery	Print run up to 5,000	£232	£283	£335
Tableware, T-shirts, mugs, games, bags etc	Print run up to 3,000	£258	£309	£361

VAT and postage and packing will be added to all costs where applicable