



REGULATIONS

Governing the Use, Reproduction & Photography of the Collections of Museum & Tasglann nan Eilean



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

Thank you for your request to use digital material from Museum and Tasglann nan Eilean (M&TnE).

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 digital material.

Formal written acceptance of the conditions is a prerequisite for the granting of permission and for the provision of goods and services from M&TnE

Supply of Material is subject to availability. If any material has to be specially copied, 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 Materials are Museum & Tasglann nan Eilean's valuable property, as are any Digital Files created from them.

Museum & Tasglann nan Eilean **does not** grant exclusive rights or rights in perpetuity.

Museum nan Eilean was established in 1983 by Comhairle nan Eilean, the Western Isles Islands Council, as it was then, to provide the first professional museum service for the Western Isles. Museum & Tasglann nan Eilean is at present within the Development Services Department of Comhairle nan Eilean Siar.

TERMS AND CONDITIONS OF SERVICE

This Agreement represents the Terms & Conditions between **Museum & Tasglann nan Eilean** (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 'M&TnE' is used for 'Museum & Tasglann nan Eilean'
- 'Material' means a photograph, transparency, negative, electronic Image file, moving image, audio recording from reel, cassette, CD or any other item that may be offered for reproduction. Museum nan Eilean reserve copyright on all Images/Files/Work created in the museums and any unauthorised reproduction of such Images constitutes an infringement of rights.
- 'Work' means the original work of art represented in the Image/ Audio or Visual File.
- 'Reproduction' means any form of copying or publication of the whole or part of any Material 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 Museum & Tasglann nan Eilean 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 Museum & Tasglann nan Eilean do not have copyright. M&TnE 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.

Museum & Tasglann nan Eilean reserve copyright on all photographic Images or other material created in the museums & stores or commissioned by them.

Copyright statement explained

This statement outlines Museum & Tasglann nan Eilean's basic approach to those materials which are held in, or created from, the collections. The museum holds collections of objects, photographs, prints and paintings, moving images, sound recordings and archives illustrating the archaeology, social, domestic and economic history of the islands.

The copyright position in respect of the collection is complex and is not an issue on which the museum is in a position to offer advice. It therefore remains the responsibility of anyone wishing to re-publish museum material to satisfy themselves that no copyright is being infringed. Any potential publisher of museum images or other material 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. With the museum collection, it can be difficult to establish the copyright status of individual images, files, recordings or documents. However many others have been donated to the museum with transfer of copyright and some with specific condition of use.

The Museum does not charge "copyright fees", but rather "licence fees" for permission to use, reproduce, copy images or other material which the museum has supplied.

2. OWNERSHIP

No property, copyright or publication rights in any material shall pass to the client either on submission 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. Pictures resulting from new photography are the property and copyright of Museum nan Eilean. 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 MnE.

4. ARTEFACTS / WORKS ON LOAN

Applications to reproduce artefacts / works / documents / records on loan to MnE should be sent to the curator in the first instance. Material may not be sent until the owner has granted permission and any fees have been paid. MnE 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 Museum & Tasglann nan Eilean in the form of "Museum & Tasglann nan Eilean Collections" 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 material to which it applies. Wherever possible 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 10% 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 museum 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.

M&TnE 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 curator. (Please see clause 17)

8. COMPLAINTS

All Material will be presumed to have arrived in good condition unless Museum & Tasglann nan Eilean 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 Material from the use by the Client of such Material is reserved by M&TnE and the Client hereby assigns all such rights arising to M&TnE. Museum & Tasglann nan Eilean retains copyright and related rights throughout the world in any digitisation created by or for the Client of the Material for the full term including extensions and renewals of such rights.

10. RETENTION OF MATERIAL

Museum & Tasglann nan Eilean's Material 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 M&TnE. At the conclusion of such production, all intermediate copies of this material must be destroyed.

11. REPRODUCTION RIGHTS

The supply of Material from Museum nan Eilean does not confer the right to store or reproduce the Material or make them available to the public in any medium or format, nor does the supply of Material 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. M&TnE give 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 Material. In the event that the Material is used or reproduced by or with the authority of the Client, then the Client shall indemnify Museum nan Eilean 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 Museum & Tasglann nan Eilean 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 or future events 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 Museum & Tasglann nan Eilean licence.

14. 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.

Sound or audiovisual recordings should not be manipulated in any way which distorts the meaning of the original.

15. TRANSFER OF RIGHTS

Products containing Reproductions of Images from Museum & Tasglann nan Eilean 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 M&TnE shall be deemed to have occurred other than those properly licensed by Museum & Tasglann nan Eilean. Such products may not be used to settle the Client's outstanding liabilities without first settling any outstanding invoices due to M&TnE 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 Museum & Tasglann nan Eilean and any further exploitation of any Material shall constitute an infringement of copyright.

17. MUSEUM & TASGLANN NAN EILEAN'S RIGHTS

Museum & Tasglann nan Eilean'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 MUSEUM'S NAME

The Client shall not use Museum nan Eilean or Tasglann nan Eilean's name, logos or any similar name in any manner in connection with any Material, except as expressly set out in these Terms and Conditions or as agreed in writing by the M&TnE. 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.