



Picture Library

Terms & Conditions

General terms

This document contains the terms and conditions of service to its clients (the Client) of the Picture Library at Dulwich Picture Gallery (DPG). No variation of these terms of conditions shall apply unless agreed in writing by DPG.

DPG reserves copyright on all items in its collection.

Authorisation to reproduce any items must be sought in advance in writing.

DPG reserves the publication right on all images made available through the Picture Library, whether or not they have been previously published in any form.

In order to ensure quality control, DPG only allows reproductions from its own digital scans.

Permission to reproduce DPG's copyright images is normally granted subject to a reproduction fee depending upon the use of the image and the rights required. DPG reserves the right to decline any request at its discretion.

Ordering

DPG will endeavour to process orders within 14 days of receiving the completed application form but will make every effort to meet earlier deadlines if notified of such by the Client.

Prices for reproduction are available from DPG and are posted on DPG's website. Prices are subject to alteration at short notice.

DPG requires payment in advance for the supply of digital scans and for reproduction fees. The breach of such terms will automatically result in the cancellation of any discounts or special agreements and fees will be charged at the maximum applicable rate.

Upon full payment of the invoice, reproduction rights are granted to the Client, as specified on the invoice, and are not transferable.

New Digital Photography

When no high-resolution digital photography is available we may have to arrange for new photography. Depending on the item in question this can take up to 8 weeks to process.

Reproduction rights

The supply of digital scans from DPG does not confer the rights to store or reproduce them or make them available to the public in any medium or form. Nor does the supply of digital scans by DPG imply the availability of these rights.

If and when rights are granted by DPG, these are strictly limited to the use, period of time and the territory specified on the invoice.

Further editions or re-employment of the printing plates require a new application and are not covered by the original fee.

Invoices for reproduction rights issued by DPG may represent an offer but do not constitute a licence, implied or actual, to grant the rights specified, until payment in full of this invoice has been received. Unless prior written permission has been given by DPG, any reproduction of the images before full payment of the invoice constitutes an infringement of rights, rendering the Client liable for the payment of damages.

Any unauthorised reproduction of DPG's copyright images constitutes an infringement of rights, rendering those responsible liable for the payment of fees not less than twice that charged for properly authorised reproduction, in addition to damages, if appropriate.

In the event of the Client's insolvency, bankruptcy or death no transfer of ownership in rights of materials from DPG shall be deemed to have occurred other than those properly licensed by DPG. Materials produced by the Client containing images from DPG shall be considered to be infringing copyright unless rights have been fully paid for and licensed by DPG. Therefore such products may not be used to settle the Client's outstanding liabilities without first settling any outstanding invoices due to DPG from the Client.

Storage of images

DPG's images 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 DPG. At the conclusion of such production, all intermediate copies of this material must be destroyed.

Credit lines and rules for use of images

The Client must credit all images as follows (unless indicated otherwise): By Permission of Dulwich Picture Gallery, London

The cropping or manipulation of images is not permitted without prior approval from DPG and any such alterations should be acknowledged beside the image, as agreed in writing with DPG. Clients who reproduce images in reverse or without the correct credit line may be charged additional fees by DPG, which will not be less than the original reproduction fee.

The Client indemnifies DPG against damages as a result of unauthorised or defamatory use of images.

Payment

Payments can be made via the following:

- Visa/ Switch/ MasterCard/ Maestro credit cards (N.B. This is the quickest method)
- Cheques in Sterling only made payable to Dulwich Picture Gallery
- Bank transfer – details upon request

If your company is in the EC but not in the UK and is registered for VAT, please supply us with your VAT number. VAT will otherwise be charged at 20%.

Delivery policy

All images are delivered by email, CD or via a third party file sharing service, such as Wetransfer. We do not supply images on transparencies. If you require an image on CD, delivery charges will apply.

Refund policy

If images have been despatched to the Client but are subsequently not used for publication, administration fees will not be refunded, although reproduction fees may be refunded at DPG's discretion.

Errors made by DPG when processing requests will be rectified as soon as possible at no extra charge to the Client but refunds will not usually be given.

Complimentary copies

The Client must send one complimentary copy of each publication or product on the publication date to DPG.