

## LICENCE AGREEMENT FOR USE AND REPRODUCTION OF IMAGES

This licence agreement describes the terms under which SENPA members and SENPA make images available to individuals and organisations.

Images are only made available under this licence and the terms of the licence can only be varied by agreement with the original photographer who is the copyright holder.

If you use images supplied by SENPA/SENPA members you agree to and are bound by the terms of this licence. If you do not understand any part of this agreement please ask for clarification before using the images.

Individuals and/or organisations using images under this agreement are referred to as 'licensees'.

### Licence

This agreement allows Licensees a non-exclusive licence to reproduce and publish the image.

#### A: For non-profit uses:

No charge is made for use by not-for-profit organisations and charities making use of the images for publicity, promotion, education and other uses where the image is not used in a product that is offered for sale, for example in newsletters, web-sites, magazines, education resource material.

#### B: Other 'commercial' uses:

Other 'commercial' uses that would involve using the images in an application or product offered for sale are **NOT** covered by the basic licence. These uses may be allowed by the photographer who is the copyright holder and may be subject to a fee. Please contact the original photographer to discuss other or commercial uses.

The Licence to use the image may be terminated by the photographer/SENPA if the Licensee breaches the terms of the agreement.

### Copyright

All images supplied by SENPA are subject to copyright. Copyright in the photography of the image is vested with the original photographer.

The Licensee acknowledges that no rights whatever in the Image shall accrue to the Licensee by virtue of any use by the Licensee.

### Use of the Image

#### The Licensee **MUST**

- ⊙ **Credit** - Accompany the use/reproduction of each image with a credit containing the name of the photographer and SENPA. For example "Jill Bloggs, SENPA". This will normally be placed next to or under the image, if the design permits. Other layouts are acceptable for design reasons.
- ⊙ Reproduce the Image faithfully and in good quality.
- ⊙ Use the images for lawful uses only, and shall indemnify the photographer/SENPA against all claims, damages, loss or expenses arising from any third party action concerning the use of the Image by the Licensee. The photographer/SENPA shall not be liable for any loss or damage suffered by the Licensee in connection with the use of the Image by the Licensee.

#### The Licensee **MUST NOT**

- ⊙ **Manipulate the image** - images should not normally be substantially masked, cut down, superimposed with other material, or in any way distorted or altered unless otherwise agreed with the photographer.
- ⊙ **Make copies** - Produce multiple copies of the image and pass on to third parties. Limited copying of images is allowed for evaluating the images within the spirit

of this agreement, images should always be accompanied by the photographer's name and copyright details.

## SENPA IMAGE LICENCE

1	<b>Licence Number<sup>1</sup>:</b>	RSPB/PE/2005/001
2	<b>SENPA hereby provides a licence to:</b>	Organisation name
3	<b>To use the following images:</b>	Non-commercial uses including newsletters etc etc
4	<b>Name of project/use/application:</b>	Project name - or - 'Umbrella use'
5	<b>Date of agreement:</b>	25 July 2005
6	<b>Date agreement ends: (optional)</b>	N/A
7	<b>SENPA contact</b>	Jill Bloggs
8	<b>Signed by SENPA contact</b>	
9	<b>Licensee's name:</b> (Organisation name, authorised person's name)	RSPB Southern Region, Chichester
10	<b>Licensee's signature:</b>	

### Notes:

- 1 The Licences are administered by the lead photographers. They will assign a licence number in the following format: Licensee's Name/Photographer's initials/Year/Sequential number. The Sequential number will be managed and assigned by the photographer. (For example: RSPB/PE/2005/001)  
The photographer will complete the licence form and sign it and send it (if paper 2 copies) to the licensee for signing. The licensee will return 1 signed copy to the photographer.  
In situations where a photographer(s) is/are re-supplying multiple images to the same organisation for the same or similar uses they may choose to continue to supply the images under one licence, simply by assigning an existing licence number to the use of the new images. Where the licensees and photographer are in agreement over this process the exchange of paper work can be minimised. In such cases the photographer may ask to confirm additions in writing/by email.