



# UK Parliament Parliamentary Archives

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## APPLICATION FOR USE OF AN IMAGE FROM THE PARLIAMENTARY ARCHIVES (TV/FILM BROADCAST)

<b>Full name of Applicant:</b>	<i>[Where the application is being submitted on behalf of a company please give the company's name here]</i>
<b>Name of individual submitting the application on behalf of the Applicant:</b>	<i>[To be completed where the Applicant is a company]</i>
<b>Applicant's address:</b>	
<b>E-mail:</b>	
<b>Phone Number:</b>	
<b>Image(s) or stock footage for which use is sought (title and reference number)</b>	
<b>Film/Programme (title, plus episode if appropriate)</b>	
<b>Why do you want to use this image and why are these specific documents relevant to you?</b>	

<b>Rights required/fee (select one)</b>	£200 UK
	£200 Other country (please state)
	£350 Worldwide

## **TERMS AND CONDITIONS**

1. These Terms and Conditions constitute an agreement ("the Agreement") between the Parliamentary Archives acting on behalf of the Corporate Officer of the House of Lords ("the Archives") and the individual or company named as the Applicant in the form which appears above these Terms and Conditions ("the Applicant") relating to the use by the Applicant of the Image in the Programme. All licences and permissions in the Agreement are conditional upon the Applicant complying with the terms of the Agreement. Reproducing any records or other copyright work(s) in breach of or outside the scope of the Agreement is an infringement of copyright.
2. In the Agreement the following terms, [unless the context otherwise requires], have the following meanings:

"the Image" means the image or images, or stock footage, described in the form which appears above these Terms and Conditions;

"the Programme" means the film or programme described in that form.
3. The Archives grants the rights specified in clauses 5 to 8 in consideration of the payment by the Applicant of the fee the amount of which is to be determined by reference to the table of fees ("the Fee"). The Fee shall be payable on initial broadcast of the Programme by the Applicant or on the date on which the Programme is first made available to the public (whichever is the earlier) and, for the avoidance of doubt, no further fees shall be payable in respect of any use of the Image by the Applicant under the terms of this Agreement and the Fee will not be payable if the Image is not incorporated into the final Programme as completed. The rights conferred by clauses 5 to 8 do not take effect unless and until the fee required by this clause has been paid.
4. The Applicant must notify the Archives as soon as it is known whether or not the Image is to be incorporated in the Programme. If it is to be incorporated, the notice given by the Applicant must specify the date on which the Programme is to be first broadcast or, as the case may be, first made available to the public (referred to below as "the broadcast date"). Where appropriate, the Archives will issue an invoice in respect of the Fee which must be paid on or before the broadcast date or within 28 days of the invoice being issued, whichever is the later.
5. The Archives grants to the Applicant the right to incorporate the Image into the Programme and to reproduce, record and otherwise use it as appropriate for this purpose.

6. The Archives grants to the Applicant, its licensees, associates and assigns the right to communicate the Programme incorporating the Image to the public (by broadcasting it or making it available on demand) and by showing or playing it in public and by issuing copies or renting or lending them to the public by all means and media whether now or hereafter known (including without limitation in relation to versions or parts of the Programme and by so-called on-line delivery on a computer, television or any other receiver and whether by analogue or digital means) without limitation as to time or territory.

In this clause, the reference to “the public” is to be construed as a reference to the public in the United Kingdom [and/or] another country, or the public throughout the world, as indicated by the Rights entry in the form which appears above these Terms and Conditions.

7. The Archives grants to the Applicant the right to use recordings of the Image as incorporated in the Programme for:
  - a) the private purposes of the Applicant (including staff training)
  - b) deposit with the National Film Archive (being part of the British Film Institute) and with similar archive-holding bodies, if the recording is considered of permanent interest, for preservation purposes and for private study on the premises by bona fide students
8. The Archives grants to the Applicant, its licensees, associates and assigns the right to use recordings of the Image as incorporated in the Programme for:
  - a) televising brief excerpts therefrom in programmes of an historic or reminiscent nature
  - b) showing at festivals and conferences of the film, television, music and multi-media industries
  - c) publicity and promotional purposes in connection with the Programme in all media now known or hereafter discovered throughout the world.
9. All rights and permissions granted under this Agreement shall be limited to non-exclusive rights. No other rights in or to the Images are granted other than those conferred by clauses 5 to 8. The rights granted to the Applicant under this Agreement are personal to it and may not be assigned, nor may the Image be loaned or transferred by the Applicant to third parties except in pursuance of clauses 5 to 8. Where the Applicant enters into an agreement with a third party in pursuance of the rights conferred by clauses 5 to 8, the Applicant must ensure that the provisions of the agreement prohibit the reproduction or other use of the Image except to the extent that the reproduction or other use is authorised by this Agreement.

10. The Archives merely grants rights in the photographic work that is the Image. The Applicant, its licensees, associates and assigns will be solely responsible for any other clearances that may be necessary for the purpose of doing the things referred to in clauses 5 to 8. These include clearances in relation to any copyright and moral rights that may be held by the creator of the work that is the subject of the photographic image supplied.
11. Any unauthorised reproduction of the Image for commercial purposes 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. The Applicant must ensure that its employees, licensees, contractors, agents taking part in publication and distribution activities in connection with the Programme do so in accordance with the terms of this Agreement.
12. The supply of the Image from the Archives does not confer the rights to store or reproduce it or make it available to the public in any medium or form other than in accordance with clauses 5 to 8 above. Nor does the supply of the Image by the Archives imply the availability of these rights. On full payment of the invoice, reproduction rights are granted to the Licensee, as specified on the invoice, and are not transferable.
13. Subject to broadcaster approval and guidelines, the Applicant undertakes to credit the Parliamentary Archives either on-screen during the programme, or in the broadcast script or closing credits as the source of the Image unless requested otherwise by the Parliamentary Archives. The Applicant must make best endeavours to ensure this. Where broadcaster guidelines prevent the Parliamentary Archives from being credited or acknowledged in the ways referred to above, the Applicant must explain this to the Archives and set out in writing how it proposes to credit the Parliamentary Archives as the source of the Image. In that case the rights to use the Image granted by this Agreement are conditional on consent (which will not be unreasonably withheld) being given in writing by the Archives to the Applicant's proposals.
14. The Applicant shall not alter, cut or add to or otherwise modify the Image without the prior written consent of the Archives except for the purposes of colour correction, removal of minor imperfections, moderate cropping and highlighting for graphic effect.
15. The Image 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 the Archives. At the conclusion of such production, all intermediate copies of this material must be destroyed.
16. The Applicant must send at least one complimentary copy of the Programme to the Archives for its records, if the Archives so requests. The copy must be in the format requested by the Archives. The Archives reserves the publication right in all the images made available through it, whether or not they have been previously published in any form.

17. The Applicant shall indemnify the Archives in respect of any costs it incurs (including any liability for damages) as a result of unauthorised or defamatory use of the Image or as a result of a failure to obtain any clearances as required by clause 10 above.

**By ticking this box**

**and submitting this application I confirm that the Applicant agrees to be bound by and to comply with the Terms and Conditions set out above.**

**Name of Applicant**

### **Use of Personal Data**

The Parliamentary Archives will only use the data provided on this form to facilitate and record the contract for the licencing of images. The data will be kept as part of the licencing contract in accordance with our [Authorised Retention and Disposal Policy](#).

A copy of the [House of Lords' privacy notice](#), which explains how the House of Lords uses your personal data, is available on the UK Parliament website