



# UK Parliament Parliamentary Archives

Parliamentary Archives  
Houses of Parliament  
London SW1A 0PW  
UK

T: +44 (0)207 219 3074  
E: [archives@parliament.uk](mailto:archives@parliament.uk)  
W: <https://archives.parliament.uk/>

## USE OF IMAGES 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>	<input type="radio"/> £200 UK <input checked="" type="radio"/> £200 Other country (please state) ..... <input type="radio"/> £350 Worldwide
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## 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"). The Agreement relates to the supply by the Archives of the Image and its use by the Applicant in the Programme.

2. In the Agreement,

"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 is supplying the Image to the Applicant in consideration of the payment of a fee the amount of which is to be determined by reference to the table of fees ("the Fee"). The Fee shall be payable by the Applicant on initial broadcast of the Programme or on the date on which the Programme is otherwise 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 the Agreement and the Fee will not be payable if the Image is not incorporated into the final Programme as completed.

4. The image is being supplied only for the purposes of its incorporation into the Programme, and it may not be used by the Applicant for any other purpose. The Image may be incorporated into the Programme only in respect of the Programme's use for the following purposes:

- a. The broadcasting, or making available on demand, of the Programme to members of the public in both the UK and elsewhere (whether by the Applicant, its licensees, associates or assigns), including 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 online delivery on a computer, television or any other receiver and whether by analogue or digital means) without limitation as to time.

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 application form which appears above these Terms and Conditions.

- b. The private purposes of the Applicant (including staff training).
- c. The deposit of the Programme 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.
- d. The televising (whether by the Applicant, its licensees, associates or assigns) of brief excerpts of the Programme in programmes of an historic or reminiscent nature.

- e. The showing of the Programme (whether by the Applicant, its licensees, associates or assigns) at festivals and conferences of the film, television, music and multi-media industries.
- f. Publicity and promotional purposes in connection with the Programme, in all media now known or hereafter discovered, throughout the world.

5. Where the Applicant enters into an agreement with a third party in connection with the Programme, the Applicant must ensure that the provisions of the agreement prohibit any use of the Image for a purpose which is not authorised by the Agreement. The Applicant must ensure that its employees, licensees, contractors and agents taking part in publication and distribution activities in connection with the Programme do so in accordance with the terms of the Agreement.

6. 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.

7. The Applicant may only use the Image in the Programme for a purpose set out in paragraphs (a) to (f) of clause 4 once the Applicant has complied with the notification requirement in clause 6 above. And, where the invoice in respect of the Fee is not paid within the time specified in that clause, the Applicant may not use, or continue to use, the Image in the Programme for such a purpose until such time as the Fee is paid in full.

8. The Applicant may reproduce, record and otherwise use the Image as appropriate for the purpose of its incorporation in the Programme. The Image must not otherwise be reproduced, stored or transmitted in electronic or other media for any other purpose, unless by separate written permission. Once no longer required for the purpose of the Image’s incorporation into the Programme, all other copies of the Image must be destroyed.

9. Any agreement to use the Image relates solely to 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 the Agreement. 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.

10. 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 Applicant’s right to use the Image in the Programme in accordance with clause 4(a) to (f) is conditional on consent (which will not be unreasonably withheld) being given in writing by the Archives to the Applicant’s proposals.

11. The Applicant may 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.

12. 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.

13. The Applicant must 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 checking 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 use of images. The data will be kept in accordance with our [Authorised Retention Disposal Policy](#).

A copy of the [Parliamentary Archives Privacy Notice](#) which explains how the Parliament uses your personal data, is available on the Parliamentary Archives website.