

Permission Request Form

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I attach consent from the copyright owner to my using the images listed above
(where applicable).

I agree to accept and abide by the National Library of Ireland's terms &
conditions stated overleaf.

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Date: _____

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Fee payable & invoice
number: _____
When paid: _____
Date permission granted: _____
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Terms and Conditions

1. Licence

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Unless otherwise agreed in writing, the Licensee shall pay the Licence Fee within thirty (30) days of the date of the invoice.

The Licence Fee is exclusive of VAT, which the Licensee shall be liable to pay as an additional amount at the rate and manner as prescribed by law. EU applicants registered for VAT are required to quote their VAT registration number at the time of placing an order. All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Licensee shall not be entitled to assert any credit, set-off or counterclaim against the Library in order to justify withholding payment of any such amount in whole or in part. Licensee Fees quoted by the Library are valid for thirty (30) days.

2. Payment

Until the Library has invoiced the Licence Fee, the Library is not committed and reserves the right not to grant a licence. After an invoice has been issued, there is a binding contract. If after invoicing but before payment the Licensee requires cancellation of this Agreement, the Library may in its discretion cancel this Agreement. The Library reserves the right to refuse any request for a licence. The Licensee's rights under this Agreement are conditional and contingent on the payment of the License Fee notified in writing to the Licensee by the Library in the form of an invoice. Following receipt of payment of the Licence Fee, the Library will issue a letter to the Licensee confirming the granting of a licence.

In certain circumstances, a Licence Fee may not be payable. Until the Library has issued a letter confirming that no Licence Fee is payable ("Confirmation Letter"), the Library is not committed and reserves the right not to grant a licence. After such a letter has been issued, there is a binding contract. The Library reserves the right to refuse any request for a licence.

The Licensee shall not be permitted to use the Licensed Images until payment of the Licence Fee has been made or the Confirmation Letter has been issued. VAT shall be charged at the current rate. All License Fees shall be payable on receipt of invoice. Any use of the Licensed Images before payment of the invoice or issuance of the Confirmation Letter constitutes an infringement of rights and a breach of this Agreement entitling the Library to rescind this Agreement, render the Licensee liable for the payment of damages or otherwise suspend or refuse the Licenses access to the Library's facilities. If payment is not made within 30 days of the date of the invoice, the Library may rescind this Agreement and recover damages and suspend or refuse the Licensee's access to the Library facilities.

3. Restrictions

For the term of this Agreement, the Licensee undertakes:-

- (a) not to use the Licensed Images for any use other than the uses permitted under this Agreement and stated overleaf;
- (b) not to re-use or further reproduce the Licensed Images whether for future production runs or otherwise after the expiration or termination of this Agreement (for whatever reason) without the prior written agreement of the Library and the payment of additional fees;
- (c) where the Library has supplied the Licensed Images in digital form or where the Licensee has created the Licensed Images with the agreement of the Library, not to use the digital Licensed Images for any purpose other than in the Licensed Product/Service specified;

- (d) within one month of completion of the production run, or upon expiration or termination of this Agreement for any reason whatsoever, to: (i) cease all use of the Licensed Images; and (ii) erase, delete or destroy all copies or records of the Licensed Images made under this licence, unless a further production run is agreed and the relevant additional fees paid;
- (e) not to adapt, alter or manipulate the Licensed Images which distort or materially alters the images, without the prior written consent of the Library, but manipulation which clarifies the digital image of the original is permitted;
- (f) not to use the Licensed Images in any way which would prejudice the reputation of either the author of the Licensed Images or the Library or in any way which would be considered derogatory treatment;
- (g) to ensure that third parties including manufacturers, distributors, designers and printers are bound by the terms of this Agreement; and
- (h) to inform the Library of any unauthorised use of any of the Licensed Images as soon as the Licensee becomes aware of the same.

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The cropping or manipulation of the Licensed Images is not allowed without the prior express written permission of the Library and any such alterations to the presentation of the Licensed Images must be acknowledged alongside the Licensed Images. The Licensee shall not

use the name of “The National Library of Ireland” or any similar name in any manner in connection with this Agreement, except as part of the acknowledgement required as stated here.

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Where the Licensed Product/Service is an on-line product and/or on-line service, the Licensee shall provide complimentary access for the duration of this Agreement by whatever means the Library deems fit, and free of any and all technical or rights protection measures, unless already supplied by the publisher under copyright legislation or legislation governing legal deposit or otherwise agreed in writing with the Library.

7. Warranties and Limitation of Liabilities

To the fullest extent permitted by law, the Library's liability under this Agreement for direct loss in contract, tort or otherwise arising in connection with the supply and use of the Licensed Images involved is strictly limited to the License Fee paid by the Licensee for the use of the Licensed Images involved.

In no circumstances shall the Library be liable to the Licensee for any losses, damages, loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage, costs or expenses whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with the alleged or actual defects in, or the supply or use of the Licensed Images.

All terms, conditions, warranties, representations or guarantees whether express or implied by statute, common law or otherwise relating to delivery, description, performance, quality or fitness for purpose of the Licensed Image are hereby excluded unless otherwise prohibited by law.

The above exclusions shall apply to the fullest extent permissible at law but the Library does not exclude liability for death or personal injury caused by the negligence of the Library, its employees or agents or for fraudulent misrepresentation or for any other matter where liability may not be limited or excluded as a matter of law. Nothing in these Terms & Conditions affect any statutory or other rights the Licensee may have under law.

8. Indemnity

The Licensee will indemnify the Library for any loss and damage which it may suffer as a result of the Licensee's failure to observe and comply with the conditions of this Agreement and/or the reproduction of the Licensed Images.

9. Termination

Either party may terminate this Agreement on 30 days prior written notice to the other party.

The Library shall be entitled forthwith to terminate this Agreement by written notice to the Licensee if the Licensee breaches of any of the provisions of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

The Library may terminate this Agreement immediately by notice in writing to the Licensee if:

- (a) the Licensee being a company goes into receivership or liquidation, (other than for the purposes of amalgamation or reconstruction) becomes insolvent or makes any compensation or arrangement with its creditors (other than as part of a solvent reorganisation) or threatens or ceases to trade; or
- (b) being a partnership or other unincorporated association is dissolved or being a natural person, dies.

10. Effect of Termination

On expiry or termination of this Agreement (for whatever reason), the permission and rights granted in Clause 1 above cease with immediate effect and the Licensee shall not use the Licensed Images in any way and shall either erase, delete or destroy any and all Licensed Images and derivatives or copies made under this licence or return the Licensed Images and all derivatives and copies to the Library.

On expiry or termination of this Agreement, the Library shall be under no obligation to refund or return any payments made to the Library by the Licensee.

Termination of this Agreement shall be without prejudice to any existing rights and/or claims that the Library may have against the Licensee, and shall not relieve the Licensee from fulfilling the obligations accrued prior to such termination.

11. Variations

No variation of this Agreement shall be valid unless it is in writing and signed by the Library.

12. Assignment

This Agreement is personal to the Licensee and may not be assigned, transferred or sub-licensed without the prior written consent of the Library. Licensed Images shall not be loaned, rented, delivered, supplied, sold, sub-licensed or otherwise disposed of and no use whatsoever shall be made of them by the Licensee without prior written consent of the Library.

13. Publication Right

If any use of the Licensed Images pursuant to this Agreement shall give rise in any country to a right equivalent to the right under Section 34 of the Copyright and Related Rights Act 2000 (as amended from time to time) or to any similar rights, those rights shall belong exclusively to the Library. To the extent that any such rights (including any rights under Section 34) do not vest in the National Library of Ireland, the Licensee agrees to hold any such rights on trust for the National Library of Ireland.

14. Entire Agreement

This Agreement (together with the invoice) constitutes the entire agreement between the parties and supersedes all previous communications and agreements including any and all pre-contractual representations (except for fraudulent representations) between the parties with respect to the subject matter of this Agreement.

15. Notices

All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, or post to the address set out below for the Library or set out above for the Licensee, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail; or (b) seven (7) working days after the date of posting in the case of post:

Permissions
The National Library of Ireland
Kildare Street
Dublin 2

Email: permissions@nli.ie

16. Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's rights to take subsequent action.

17. Severability

If and to the extent that any of the terms or provisions of this Agreement shall be determined to be invalid, unlawful or unenforceable, then such term or provision shall to that extent be deemed not to form part of this Agreement and accordingly shall be deleted from the remaining terms and provisions of this Agreement which shall continue to be valid, subsisting and enforceable between the parties to the maximum extent lawfully possible.

18. Jurisdiction and Governing Law

This Agreement shall be governed by the laws of Ireland and all disputes arising in any way out of, in connection with or affecting this Agreement shall be subject to the exclusive jurisdiction of the Irish Courts, to which the parties agree to submit.

19. Miscellaneous

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

The Library reserves the right to amend their fees and these Terms and Conditions at any time. In the event of any such amendment, the Library will use all reasonable endeavours to notify the Licensee of the amendments to these Terms and Conditions by email. A copy of the Library's fees and Terms and Conditions (as may be amended from time to time) is available at www.nli.ie.