

## Art UK Digital Licensed Image Agreement

Please read this Agreement carefully before placing an order for any images from the Art UK Shop. The Art UK Shop is operated independently of Art UK by Heritage Digital Ltd. (**Heritage Digital**), acting on its own behalf. Your contract for any purchases made through the Art UK Shop is with Heritage Digital in accordance with the [Art UK Shop Terms and Conditions of Supply](#). However, you should understand that by purchasing an image from the Art UK Shop you also agree to be bound by the terms of this Agreement unless Art UK has expressly agreed otherwise with you.

### 1. This Agreement

This is a licence agreement between you and Art UK that explains how you may use Digital Licensed Images purchased through the Art UK Shop. By purchasing a Digital Licensed Image from the Art UK Shop, you agree to be bound by the terms of this Agreement.

### 2. Definitions

In this Agreement the following words and expressions shall have the following meanings:

**Art UK:** the operating name of the Public Catalogue Foundation (a charity registered in England and Wales with company number 04573564) with registered office at The Courtyard, Shoreham Road, Upper Beeding, Steyning, West Sussex, BN44 3TN. Art UK's main trading address is Third Floor, Peek House, 20 Eastcheap, London, EC3M 1EB.

**Art UK Shop:** the online marketplace operated by Heritage Digital at [www.artuk.org/shop](http://www.artuk.org/shop).

**Digital Licensed Image:** a high resolution digitally-downloaded image purchased by you through the Art UK Shop.

**Download Page:** the page from which you download a Digital Licensed Image.

**Heritage Digital:** Heritage Digital Ltd. (company number 09940667) with registered office address at Cromford Mills, Mill Lane, Cromford, Derbyshire, DE4 3RQ.

**Insolvency Event** means any of the following, as applicable, depending on whether you are an individual or a corporate body:

- (a) being unable to pay your debts as they fall due (or making an admission that this is the case);
- (b) being served with a statutory demand, being served with a petition (or other document) made for your bankruptcy or having an execution or other process issued on a judgment, decree or order in favour of a creditor which is returned unsatisfied in whole or in part;
- (c) suspending or threatening to suspend making payments on any of your debts;
- (d) by reason of actual or anticipated financial indebtedness, commencing negotiations with one or more of your creditors with a view to rescheduling any of your indebtedness;
- (e) having assets of a value less than your liabilities (taking into account contingent and prospective liabilities);
- (f) having a moratorium being declared or taking effect in respect of any indebtedness; or
- (g) being subject to any winding-up, dissolution, administration, enforcement of security (or any comparable process, including (but not limited to) attachment, possession, distress, execution or sequestration against you or your assets), debt relief order, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or appointment of an administrator, liquidator, receiver, administrative receiver or compulsory manager in respect of you or your assets.

**Licence** the licence granted to you in clause 4.2 of this Agreement.

**Licence Term:** the duration of your Licence, as selected by you in your Order.

**Order:** an order you submit through the Art UK Shop for the supply of a Digital Licensed Image, including the specific terms of use you select.

**you** and **your:** the person who places an Order.

### **3. Acceptance**

You agree to be bound by and comply with the terms of this Agreement following purchase of a Digital Licensed Image through the Art UK Shop.

### **4. Grant of Licence**

**4.1** Art UK has been authorised by its third party licensors to grant licences to the Digital Licensed Images.

**4.2** Art UK hereby grants to you a worldwide non-exclusive, royalty-free, non-transferable, non-assignable, non-sub-licensable licence, for the Licence Term, to:

(a) download and store each Digital Licensed Image in any media; and

[(b) reproduce each Digital Licensed Image subject to the terms of this Agreement and the restrictions on usage (including market, audience and numerical limits on reproductions) you selected from the drop-down options in your Order.)

### **5. Your Use of Digital Licensed Images**

**5.1** You agree to comply with the following conditions on usage of each Digital Licensed Image:

(a) use the Digital Licensed Image strictly in accordance with the restrictions on usage you selected from the drop-down options in your Order;

(b) only reproduce the Digital Licensed Image in its entirety, and in particular, not alter manipulate or add to it in any way (save as permitted under clause 5.2);

(c) ensure that the Digital Licensed Image is only reproduced with the exact credit line as specified in your Order Confirmation and on the Download Page;

(d) if your licence is for social media, to acknowledge the collection's relevant social media account

(e) ensure that the Digital Licensed Image shall not be reproduced in any way that in our reasonable opinion could be considered offensive, derogatory, defamatory or disrespectful, or that could compromise or reflect unfavourably upon the reputation or image of Art UK and any of our licensors of Images;

(f) not permit or authorise any other person to use the Digital Licensed Image;

(g) not use the Digital Licensed Image in any way that allows others to download, extract or redistribute it or any part of it as a standalone file; and

(h) ensure that any digital copies of the Digital Licensed Image are destroyed on the expiry or termination of the Licence.

**5.2** Subject to clause 5.1(e), you are permitted to add image text overlay to a Digital Licensed Image (for example, titles across the image).

**5.3** You agree to allow Art UK to share details of the licence you purchased with the collection administration that owns the original artwork.

### **6. Copyright**

**6.1** Art UK warrants that:

(a) it is entitled to grant the rights described in this Agreement; and

(b) each Digital Licensed Image does not, in its knowledge, infringe the rights of any third parties.

**6.2.** Except for the Licence, nothing in this Agreement shall:

- (a) operate to transfer, assign or otherwise grant any party any right or interest in any other party's intellectual property rights; or
- (b) affect the ownership by either party or its licensors of intellectual property rights existing at the date of your Order.

**6.3** No rights granted to you by this Agreement may be assigned, loaned or transferred to any third party.

**6.4** You shall not falsely represent that you are the original creator of any work that is made up substantially of a Digital Licensed Image.

## **7. Indemnification and Disclaimer**

**7.1** You hereby agree to indemnify and hold harmless Art UK in respect of all and any claims, damages, losses or costs suffered by Art UK arising in any manner howsoever from the use by you of any Digital Licensed Image.

**7.2** You shall not be liable under clause 7.1 to the extent that such claims, damages, losses or costs arise as a result of either (i) use of any Digital Licensed Image which is in accordance with the terms of this Agreement or (ii) or Art UK's negligence.

## **8. Termination**

**8.1** Without prejudice to any other rights which may be available to you whether under these conditions or at law Art UK shall have the right to terminate this Agreement immediately on giving you written notice (which may be by email) if:

- (a) you breach any of the provisions of this Agreement;
- (b) you breach any of the provisions of your Order Confirmation; or
- (c) an Insolvency Event occurs in relation to you.
- (d) your order for a Digital Licensed Image is cancelled or refunded for any reason.

**8.2** Upon termination of this Agreement, the Licence will automatically terminate with immediate effect.

## **9. Assignment**

You may not assign the benefit of any provision of this Agreement (including the Licence) without Art UK's prior written consent.

## **10. Variation**

Art UK may make changes to this Agreement at any time if such changes are required to be made by law.

## **11. Severance**

If any provisions of this Agreement shall be deemed unlawful, void or for any reason unenforceable then that provision shall be deemed to be severable from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

## **12. Waivers**

No failure to exercise, or delay in exercising, any right under this Agreement or provided by law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by law shall not preclude any further exercise of it.

## **13. Third party rights**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## **14. Governing law and jurisdiction**

**14.1** If you are a consumer, please note that this Agreement, its subject matter and its formation, are governed by English law. You and Art UK both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

**14.2** If you are a business, this Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You and Art UK both agree to the exclusive jurisdiction of the courts of England and Wales.