



General Terms and Conditions of **KsDW**'s Picture Archive

1. General

- 1.1. These Terms and Conditions apply to contracts governing the provision of picture material in cases where
- the written order makes reference to them, or
 - the party placing the order acknowledges the Terms and Conditions enclosed with the order by not returning the picture material immediately upon receipt.
- These Terms and Conditions also govern the agreements on photographic permits for the interiors of KsDW properties, and film permits for KsDW properties.

2. Provision, use and sale of picture material

- 2.1. The picture material is available on loan or for sale. It is not to be used for any purpose other than that stated in the order. Only monochrome and colour photographs are available for sale (see price list). Slides (large or small format) are only ever available on loan. Reproduction costs arising from the creation of photographs are borne by the party placing the order (see price list). The publication of picture material requires the express written consent of the picture archive (cf. Para. 3.1.).
- 2.2. The regular loan period is 3 months, beginning on the 1st day of the month following the month in which the material was made available to the user and/or borrower. Extensions of the loan period must be arranged with the Library/Picture Archive/Archive/Publications department on the initiative of the borrower; this is also possible by phone.
- 2.3. The buyer/borrower is entitled to entrust the picture material to a third party temporarily provided that
- the purpose of use stated in the order made provision for this, or
 - this was agreed by being stated in the order and by the material being made available accordingly, and is consistent with the agreed purpose of use.
- 2.4. The agreed purpose of use of the buyer/borrower does not entitle him to create a reproduction or a copy of the material, unless use in a publication has been authorised pursuant to Para. 3.1.



3. Publication

- 3.1. Any publication of material from the picture archive requires express prior consent. The process of granting consent for the publication of picture material requires
 - the party placing the order, publisher or other user to submit a written request for permission to the picture archive, which includes all the requisite information (author or editor, title, publisher, edition, print run, nature of the published item and publication date) and
 - the picture archive to then grant written consent for the particular published item.
- 3.2. The KsDW, the picture archive and the name of the photographer (if known) are to be quoted as sources in the published item. Publication costs shall be increased (see price list) if the picture source or photographer is either omitted or not clearly identified.
- 3.3. Unless otherwise agreed, picture material for which written authorisation to publish has been obtained may be used only once.
- 3.4. Images which have been supplied may not be cropped or altered without prior consent.
- 3.5. The user/borrower is liable for any loss or damage caused in transit, during use, etc. Picture material is generally supplied in perfect condition by the picture archive. The party placing the order must inform the KsDW picture archive of any damage or complaints in writing within three days.
- 3.6. The KsDW is to be supplied with a complimentary specimen copy of the published item concerned. The specimen copy is to be sent to the KsDW picture archive within a month of publication without further reminder.

4. Charges / Sale prices

- 4.1. Unless otherwise agreed, any use of picture material for duplication purposes is chargeable (see price list) (cf. Para. 4.2.).
- 4.2. Discounts may be offered or charges waived altogether by arrangement if the material is used for study purposes or for published items which serve the interests of the KsDW.
- 4.3. Charges are made up of several components: postage and packing, manufacturing costs, costs for the reprint when sold, the loan fee (including charges for extending loan periods), and reproduction costs (see price list).
- 4.4. Charges are generally payable after the picture material has been supplied, but no later than after receipt of the invoice; otherwise, rights of use will be deemed not to have been granted.



5. Photographic permits

- 5.1. Interior shoots are generally created by the KsDW unless the desired images are already available in the picture archive. The purpose of the photography must be compatible with the interests of the KsDW. The KsDW photographer shall be used for interior shoots unless the desired images are already available in the picture archive. In exceptional circumstances where photographic permits are to be issued for interior shoots in KsDW monuments, applications must be submitted in writing at least 2 weeks in advance to the Library/Picture Archive/Archive/Publications department. One copy of the photographic permit is to be signed and returned to the Library/Picture Archive/Archive/Publications department of the KsDW. The original photographic permit shall be retained by the photographer, and must be presented to museum staff in the respective KsDW building before photography commences.
- 5.2. The applicant and/or those working on his behalf shall be liable for any damage caused in association with the photography.
- 5.3. Reproduction permits must be applied for separately once a final selection has been made of the subject. The publication conditions listed in Para. 3 shall apply.
- 5.4. The Library/Picture Archive/Archive/Publications department of the KsDW shall be sent, without further reminder, a specimen copy or slide for its own use with due consideration of intellectual property rights.
- 5.5. The date and costs for staff, power, etc. must be agreed with the KsDW within 2 weeks; they may be discounted or waived altogether pursuant to Para. 4.2.

Changes of date must also be agreed with the KsDW at least 3 days before the date which was originally agreed.

- 5.6. A valid drive-in entry permit/parking permit must be obtained for vehicles which are to be driven onto and parked on KsDW property.



6. Film permits

- 6.1. Applications for film permits must be submitted in writing to the director of the KsDW at least two weeks before filming commences. Any contractual agreements on organisational matters are the responsibility of the Public Relations department alone. Before filming commences, the film permit must be signed and submitted to the Public Relations department. A copy of the film permit is to be forwarded to the Library/Picture Archive/Archive/Publications department.
- 6.2. When filming on KsDW properties, the holder of the permit shall assume responsibility for ensuring that no damage is caused to the monuments, their interior furnishings or their grounds and features. In order to ensure that this obligation is met, the film crew must exercise extreme care during filming and associated activities.
- 6.3. The holder of the permit must undertake to comply with valid fire prevention regulations and any other relevant safety provisions, including the KsDW's code of conduct for its parks and monuments. Access to the lawns is restricted exclusively to persons immediately involved in the filming.
- 6.4. Public visitor access is to be maintained during normal opening hours irrespective of the filming.
- 6.5. The KsDW shall accept no contingent liability should building work, etc., disturb any filming.
- 6.6. The KsDW shall accept no liability for personal or property damage associated with the filming work.
- 6.7. The holder of the permit shall be liable for any loss or damage incurred by the KsDW in association with the filming work.
- 6.8. A film permit may be revoked at any time for serious reasons, in particular if so required on official grounds. No claims for compensation will be accepted by the KsDW. The KsDW is entitled to withdraw from the contract with immediate effect, in the case of non-compliance by the holder of the permit with one or more of the aforementioned terms and conditions.
- 6.9. Location fees may be discounted or waived altogether pursuant to Para. 4.2.
- 6.10. The holder of the permit shall supply the KsDW with one complimentary copy of the media carrier.