

Terms & Conditions

No variation of these terms or conditions shall apply unless agreed in writing by the Royal Academy of Music.

Any unauthorised reproduction of the Academy's copyright images 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.

In order to ensure quality control, the Academy only allows reproductions from its own digital image files and a charge is made to cover CD-Rs/DVDs, postage and packing. Special delivery arrangements, such as couriers, must be organised and paid for by the Client. The Academy may negotiate and charge a non-refundable service fee on occasion, to cover administrative costs.

The supply of images by the Academy does not confer or imply the availability of rights to store or reproduce the images or make them available to the public in any medium or form.

If and when rights are granted by the Academy, these are strictly limited to the use, period of time and the territory specified on the order form. An order form issued by the Academy may represent an offer but does not constitute a licence, implied or actual, to grant the rights specified, until payment - in full of this order form has been received. Any reproduction of the images before full payment of the order form constitutes an infringement of rights, rendering the Client liable for the payment of damages. On full payment of the order form, reproduction rights are granted to the Client, as specified on the order form, and are not transferable.

The Client must credit all images as follows (unless indicated otherwise): "Image reproduced with permission from the Royal Academy of Music, London". The cropping or manipulation of images is not allowed without express permission, and any such alterations to the presentation of an image must be acknowledged alongside the image, as agreed in writing by the Academy. Images must not be reproduced without the correct credit line or in reverse, and clients who do so will be charged additional fees, which will not be less than the original reproduction fee. Where images are licensed by the Academy for use in digital media, the Client shall provide a credit identifying the author of the images, provide a hypertext link to the Academy's website at http://www.ram.ac.uk and prohibit the copying, transmission, performance, display, rental, lending or storage of the images beyond the context of the specified licensed digital product.

The Academy's images 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 Academy. At the conclusion of such production, all intermediate copies of this material must be destroyed.

The Client must send at least one complimentary copy of each publication or product to the Academy for our records including, for digital media, full access to inspect the product, with all necessary passwords, for the duration of the licence.

The Academy reserves the publication right in all the images made available to the Client, whether or not these images have been previously published in any form.

The Client indemnifies the Academy against damages as a result of unauthorised or defamatory use of the pictures.

The Academy's invoice is due for payment within 14 days of issue. If you do not pay in accordance with the above, we may rescind this agreement and recover damages. Any reproduction rights granted by us are automatically terminated if you are unable to pay your debts when due. Any licence granted will terminate immediately if you (a) enter into voluntary or compulsory liquidation; (b) have a receiver appointed: or (c) fail to perform any of your obligations under these Terms and Conditions within 28 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any image shall constitute an infringement of copyright.

In the event of the Client's insolvency, bankruptcy or death no transfer of ownership in rights or materials from the Academy shall be deemed to have occurred other than those properly licensed by the Academy. Materials produced by the Client containing images from the Academy shall be considered to be infringing copyright unless rights have been duly licensed by the Academy to the Client. Therefore such products may not be used to settle the Client's outstanding liabilities without first settling any outstanding invoices due to the Academy from the Client. This agreement will terminate if you a) enter into voluntary or compulsory liquidation or insolvency, b) have a receiver appointed, c) fail to meet any of your obligations under the terms of this agreement and fail to remedy within 30 days of written notice.

Whilst we take reasonable care in the performance of this agreement, we shall not be liable for any loss or damage suffered by you or by any third party arising from use or reproduction of any image or its caption.

Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights nor bar their exercise or enforcement in future.

Failure or neglect by the Academy to enforce at any time any of these terms and conditions shall not be deemed to be a waiver of the Academy's rights or prejudice its rights to take subsequent action.