



## **EAST BERWICKSHIRE COASTAL COMMUNITY PARTNERSHIP PHOTO LIBRARY (EBCCP PL) TERMS & CONDITIONS**

### **1. INTERPRETATION**

The express terms referred in this section (1) for the purposes of these Terms and Conditions will be held to have the following definitions:

**You’/ ‘recipient’** will mean the person or entity allowed access to the Visit Berwickshire Coast Photo Library.

**‘We’/ ‘Us’/ ‘Our’** will mean the East Berwickshire Coastal Community Partnership (EBCCP).

**“EBCCP PL”** will mean the photo library available to you by EBCCP.

**“Assets”** will mean the photographs, artwork and images and/or any other media items available to be accessed through the EBCCP PL.

### **2. OWNERSHIP**

The EBCCP PL is owned by the East Berwickshire Coastal Community Partnership (EBCCP) (email: [marketing@visitberwickshirecoast.co.uk](mailto:marketing@visitberwickshirecoast.co.uk)) and is protected by UK Copyright Law under the rules of the Copyright, Designs and Patents Act 1988.

### **3. TERMS OF USE OF EBCCP PL**

- 3.1 The use of the photography must benefit the Visit Berwickshire Coast brand, EBCCP and/or be used exclusively for purposes that will generally promote the Berwickshire Coast.
- 3.2 Photos have been funded by the European Union through the European Maritime & Fisheries Fund at a cost of £3,750. Photos are free for use by Eyemouth & District Chamber of Trade members. There is a suggested donation as listed below for Non-Chamber members. Any donations will be used for the sustainability of the Visit Berwickshire Coast marketing materials. Donations can be made payable to Eyemouth & District Chamber of Trade.



Levels	Number of Images	Suggested Donation
Tier 1	1 to 5	£-25
Tier 2	6 to 15	£-50
Tier 3	16 to 35	£-75
Tier 4	36 to 50	£-100
Tier 5	Full Access to gallery	£-200

- 3.3 All assets must be credited in the form of (@Visit Berwickshire Coast). If assets are included on a physical document (leaflet, article, brochure) ©Visit Berwickshire Coast is to be displayed on the lowermost right-hand corner of each asset. Use of assets on a website, social media or otherwise must include “©Visit Berwickshire Coast” either in text that refers directly to the asset on or the lowermost right-hand corner of each asset and must include a hyperlink to the Visit Berwickshire Coast website ([www.visitberwickshirecoast.co.uk](http://www.visitberwickshirecoast.co.uk)). Failure to credit Visit Berwickshire Coast will incur a license fee which will be payable to EBCCP in respect of each non-credited asset.
- 3.4 Assets can only be used for non-commercial activity. (“Commercial activity” is whereby payment is (or is agreed to be) received or paid for marketing activity, and/or media or advertising space, and/or publication, and/or consumer products (as a whole) in which the asset appears).
- 3.5 You must not sell, exchange, trade or auction any assets nor can the assets be shared with any third party. Third parties wishing to use an asset must submit an application to EBCCP to be granted permission to reproduce under these terms and conditions.
- 3.6 Assets may not be reproduced without receipt of the written consent of Visit Berwickshire Coast/ EBCCP. Any written request must be emailed to [marketing@visitberwickshirecoast.co.uk](mailto:marketing@visitberwickshirecoast.co.uk) with [chamberoftrade@visiteyemouth.com](mailto:chamberoftrade@visiteyemouth.com) CC’d.
- 3.7 You must ensure that all consents that are required for reproduction have been obtained and that the use of the asset does not conflict with the Terms and Conditions set out in this document. Assets may not be used for purposes that are unlawful.
- 3.8 You must not distort the image in any way that affects the integrity of the image. This includes but is not exclusive to; applying filters; adjusting light or colour or any other change which will



affect the appearance of the image. The only adjustments that can be made are re-sizing in so far as it does not affect the image proportions nor the image quality.

- 3.9 Assets shall not be altered or manipulated, added to, or have any part deleted without our prior written consent of EBCCP.
- 3.10 Assets must not be used to promote hate, anything unethical or immoral or create a negative perception of the brand, EBCCP or the Berwickshire Coast.

#### **4. RESERVATIONS**

- 4.1 We reserve the right to discontinue your use of such images should you fail to comply with these Terms and Conditions.
- 4.2 In the event that you utilise any asset in a manner prohibited by these Terms and Conditions, we reserve the right to seek compensatory damages for copyright infringement. By accepting these Terms and Conditions you agree to liquidated damages as a form of recompense this will be a sum equal to five (5) times the market value price charged under normal stock photography rates as determined by Adobe Stock. If you fail to pay damages within five (5) days of us invoicing such fee, this liquidated damage provision shall be void and we reserve the right to sue for copyright infringement, including legal fees and all associated costs in accordance with s.97(2) of the Copyright Designs and Patents Act 1988, the IP Enforcement Directive (Directive 2004/48) and additional damages under the Intellectual Property (Enforcement, etc) Regulations 2006.
- 4.3 Consent to use the assets granted by us under these Terms and Conditions will give a right to non-exclusive reproduction and/or publication rights for a maximum term of 36 months from the date written consent is obtained. You must provide accurate usage information when requested by any member of the EBCCP. After the maximum term of 36 months has expired, in order to continue to use any asset written consent must be re-obtained by contacting Visit Berwickshire Coast/ EBCCP. Failure to do so will incur a license fee.
- 4.4 Except as provided in this section above, EBCCP's assets are provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a



particular purpose. EBCCP does not represent or warrant that the assets will meet your requirements or that use of the assets will be uninterrupted or error-free.

## **5. CONSENT**

Please note by using our assets you agree to these Terms and Conditions. Should you wish to be removed from the photo library list, please email [marketing@visitberwickshirecoast.co.uk](mailto:marketing@visitberwickshirecoast.co.uk).