



East Grinstead Museum

Copyright Policy

Introduction

East Grinstead Museum (EGM) wishes to encourage the dissemination and use of information about its collection and expertise that it publishes on its website, publications, exhibitions and within the Museum itself. It has a large collection of images and original items that it wishes, where possible, to make available and accessible to all.

It does this via displays and through its collection catalogue, both available at the Museum. It also publishes articles on its website and via its online catalogue, which is supported through a plugin purchased from Modes Users Association. Its collections are constantly evolving and it tries to exhibit them in as relevant a way as possible to contemporary audiences.

Copyright

EGM is committed to respecting copyright and other intellectual property rights. It makes every effort to protect EGM's copyright as well as pay attention to copyright in any third party material, so that it can use and promote its assets fully and safeguard its collections to enrich people's understanding of the past.

EGM supports and encourages public access to its collection by offering a protected collections catalogue, which is provided via a Modes Complete Plugin. The images within this catalogue can be accessed and are provided in a low quality format.

For all copyright queries, please contact enquiries@eastgrinsteadmuseum.org.uk

Internal Procedures

Owning a physical copy of an image or work does not automatically mean that EGM owns the copyright. EGM makes every effort to gain copyright or image licences from the creators of images and works when they are donated to the Museum. As such, the Museum endeavours to ensure ownership and permission to use images and works are clearly sought and captured.

For items that have a copyright owned by a third party, EGM will endeavour to research who owns the copyright and capture this as part of the Museum's collections database.

Use of Material

EGM-created images

EGM often creates new digital images of the Museum, its activities and the object collection for use on its website, social media and other marketing materials. These materials are the copyright of East Grinstead Museum (© East Grinstead Museum), unless otherwise indicated.

Images identified as copyright of EGM may be reproduced by applicants in any format or medium. See Appendix 1 for details.

Non EGM-created images

An image on EGM's website, social media, marketing, in a book or an exhibition that it produced, does not automatically mean it owns the rights. Wherever possible, EGM has in place its own agreement with the rights holder for a specific purpose. For material that is not copyright of EGM, it is the applicant's responsibility to seek their own permission from the rights holder to use their material.

Commercial Use

Many of the images from the EGM's collection is available to applicants to purchase digitally and license for use in commercial projects and products. Applicants seeking images that they wish to reproduce on a commercial basis should contact the Museum. A price list can be found in Appendix 1.

[Take-Down Notice for EGM website](#)

Any third party claiming to own copyright or related rights in any of the material on our website, or in a publication or broadcast to which EGM has provided material, should contact EGM without delay.

EGM undertakes to withdraw the material from its website upon receipt of third party written complaint and its initial verification of that complaint, while the matter is investigated. All complaints will be acknowledged by EGM within ten working days of receipt.

[Links](#)

EGM welcomes links to its website from other websites providing the links do not imply endorsement of third party goods or services by EGM, imply affiliation with third parties where none exists, or otherwise mislead users.

[Use of Images of Children](#)

All promotional pictures of children used within EGM's website, e-communications or printed material have been taken with the permission of the parent or guardian. As part of the permission agreement, the latter will provide consent for their images to be used within EGM's promotional campaigns for up to four years. After this period, the images will be archived or permission sought to extend the permission agreement.

[Privacy Statement](#)

All of the information third parties give EGM is intended to be private and secure. EGM does not sell or rent information about its visitors, volunteers or contractors.

Under the General Data Protection Regulations (GDPR), EGM follows strict security procedures in the storage and disclosure of information which has been given to us to prevent unauthorised access. EGM's security procedures mean that it may occasionally require proof of identity before it is able to disclose sensitive information.

By third parties disclosing personal information to EGM using its website, via its publications, e-communication, printed material or over the telephone, they consent to the collection, storage and processing of personal information by EGM.

Once EGM believes that it no longer requires the information relating to copyright, for example if it no longer uses the image as part of its publicity, then this information will be deleted.

All questions or concerns about the information that EGM holds about third parties, should be directed to EGM.

Appendix 1: Terms and Conditions for the use of Images

1. Permission to reproduce is dependent on full acceptance of the Terms and Conditions detailed below and will automatically be withdrawn should any part be infringed.
2. The Licensee is granted permission to reproduce the image(s) for the purpose(s) detailed over.
3. All further uses of the image(s) necessitate a new application to EGM and payment of a further fee. This also applies to television programmes, where permission to use the image(s) covers one transmission only.
4. The rights that are granted to the Licensee are non-exclusive.
5. Copyright of the image(s) remains the property of EGM. The image(s) cannot be given or sold to other parties.
6. The Licensee agrees to indemnify EGM in respect of any claims or damages or loss or costs arising in any manner from the reproduction without proper rights or consents of any of the image(s).
7. EGM shall not be liable for any loss or damage suffered by the Licensee or by any third party arising from the use of the image(s).
8. All hard copy reproductions of the image(s) must include the acknowledgement **Reproduced with the kind permission of East Grinstead Museum, or © East Grinstead Museum**
9. All digital reproductions of the image must be watermarked, in a corner/most appropriate place, with the Museum's logo and where possible the text detailed in point eight.
10. If the image(s) has not previously been published then any publication rights therein are hereby assigned absolutely to EGM for the full period of such publication rights.
11. No part of the image may be manipulated, masked out, cut down, superimposed with typed matter, or in any way defaced without prior agreement.
12. If the Licensee wishes to only reproduce a detail from the image, prior permission must be obtained from EGM. The caption must include the word "detail".
13. The image(s) will not be released until receipt of a signed agreement.
14. The Licensee must pay the fee stated in this agreement. Fees must be paid within 30 days of invoicing.
15. Payment must be paid by cheque, cash or bank transfer (please note, EGM is unable to accept payments by other methods including by credit card).
16. No variation of the Terms and Conditions set out herein shall be effective unless agreed in writing by both parties.

Appendix 2: Image Reproductions - Fees

Type of Use	Cost per image
Non commercial use	
Individuals – for personal, educational or research purposes	£5
Non profit making organisations (schools, charities, clubs etc) – for educational or research use	£5
Commercial use	
Non profit making organisations (schools, charities, clubs etc)	£10
Leaflets	£10
Books (including podcasts and e-books)	
- front cover	£50
- inner page	£25
Newspapers and magazines	
- local	£10
- regional	£25
- national	£50
- international	£100
Television (including cable, digital, satellite, terrestrial and web streaming/on-demand)	
- regional	£25
- national	£50
- worldwide and retail (DVD, Blu Ray etc)	£100
Other commercial uses (websites, digital magazines, cards, displays etc)	
- one off use - local/regional	£25
- one off use - other	£50
- multiple use	Negotiable

- Images are available on photographic paper and CD or can be emailed. Postage charged at cost.
- Fees are effective from 1 January 2018 and are inclusive of VAT.
- Discounts for commercial use: first 5 £25, next 5 £20, next 10 £15, 21+ £10, use same ratio for other amounts ie 0-5 £50, 6-10 £40.
- Only the Museum Co-ordinator and the Collections Officer can agree any variation in these charges