

Policy title:	USE OF IMAGES POLICY
Policy number:	8.5.2
Objective:	To provide guidelines
Link to community vision/service:	Civic Leadership/Management
Program Area:	Corporate Services
Policy created:	Council reviewed: July 2008
Last reviewed by staff: July 2008	TRIM Ref: ED10/15923 & ED16/33351

Lismore City Council's Online Image Library offers a broad collection of quality images of Lismore and the surrounding region for use by the media and the public. You can access a range of collections detailing attractions, events, food and wine, shopping, beautiful scenery and much more. Advanced search facilities make it easy for you to find the perfect image.

All images are free to media using images for tourism-related editorial, subject to approval, as set out in the conditions below. For other users, there is a standard charge of \$55 (Inc GST) per image or the purchase of a CD containing 250 images at a charge of \$550 (Inc GST).

1. Terms

- 1.1. This is a legal agreement between you ("you") and Lismore City Council (the image owner). You should read this Agreement in its entirety before you or your organisation (the image user) download any digital image appearing in Lismore City Council's Online Image Library.
- 1.2. If you agree to be bound by the terms and conditions of this Agreement, the Image Application Form must be fully completed and returned by facsimile to (02) 6622 0193 for approval.
- 1.3. If we accept your application is accepted, then a binding Agreement will exist between you and Lismore City Council on the following terms and conditions.
- 1.4. Completing and submitting this request does not in any way oblige Lismore City Council to accept your request, nor to provide you with the use of the images.
- 1.5. Lismore City Council warrants that it has the permission of the copyright owners of the image to enter into this Agreement with you.
- 1.6. If you enter into this Agreement or if you purchase an image in accordance with the terms of this Agreement on behalf of another person ("principal"), the consent granted and restrictions and limitations set out below apply to your principal as well as to you as a representative of your principal. Should you cease to be authorised to act on behalf of your principal, your principal may continue to operate under this Agreement.
- 1.7. You warrant that you are authorised to enter into this Agreement and to purchase any image pursuant to this Agreement.

- 1.8. You hereby indemnify Lismore City Council for any loss, claim, damage or action arising as a result of any lack of authority to enter into this Agreement or to purchase any image pursuant to this Agreement.
- 1.9. You hereby indemnify Lismore City Council for any loss, claim, damage or action arising as a result of any breach of this Agreement committed by you or your principal.
- 1.10. This Agreement does not grant any rights to use any logos or trademarks appearing in the image.

2. Conditions

- 2.1 In these Conditions, unless the context otherwise provides:
 - a) "image" or images" means any one or more of the photographic images, including any negative, slide, or other storage medium containing such photographic images which have been identified as having been taken or produced for Lismore City Council
 - b) Image owner means Lismore City Council
 - c) Image user means "you" your principal and any third party as the context permits
- 2.2 No image may be borrowed, reproduced or copied in any form either in part or in whole without the express written permission of Lismore City Council.
- 2.3 The images are to be used only for the express purpose of the promotion of the City of Lismore in a general sense as a tourist destination and must not in any way be used for commercial gain. If there is any doubt about whether the proposed use of any of the images is for commercial gain, then you must obtain written consent from Lismore City Council.
- 2.4 Lismore City Council reserves the right to terminate this Agreement at any stage if it considers the use of the image by the Image User to be offensive, defamatory or would be considered generally inappropriate by a reasonable person.
- 2.5 All rights to the images are owned by Lismore City Council and are protected by Commonwealth of Australia copyright laws, international treaty provisions and other applicable laws.
- 2.6 Images are not to be used for sale or re-sale or for use on any articles, goods or items made for the purposes of sale or re-sale (including but not limited to postcards, posters and calendars) without the prior written agreement of Lismore City Council. If you wish to use any of the images for such a purpose, you must obtain the prior written consent of Lismore City Council.
- 2.7 Any image which we permit you are permitted to reproduce or copy shall remain in its complete form without any alteration (including cropping) whatsoever to the subject, colour or caption of the image. We may impose any other conditions we If considered necessary, other conditions may be imposed if and when we give you such permission is given..
- 2.8 Any of the images, copies or duplicates of the images or any photo library CD's or other storage medium containing any of the images, provided to you pursuant to this application shall remain the property of Lismore City Council and must be returned to us on completion of use.
- 2.9 You acknowledge and agree that you will use the images at your own risk and that Lismore City Council, subject to any law to the contrary, accepts no responsibility for any loss or damage suffered by you or any claim made against you arising from the use of any image, whether pursuant to this Agreement or otherwise.
- 2.10 You will indemnify and will keep us indemnified from and in respect of all or any claims, allegations, debts, causes of action, liability, proceedings, suits or demands of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute or otherwise made by any person and/or arising out of or in connection with your use of the images pursuant to the application, if we you are granted the use of the images or any of them.

2.11 If you mistakenly purchase an image or are unsatisfied with the image for any reason (other than the presence of a defect in material or workmanship) and would like to return the image to Lismore City Council, you must contact Lismore City Council within three business days and we will then issue a credit will then be issued towards a future image after deducting an administration fee.

3. Fees

3.1 Lismore City Council grants you permission to use the image subject to the Terms and Conditions of this Agreement in consideration of the fee payable in respect of the image.

3.2 The fee payable in respect of each image is \$55 (Inc GST) per image or the purchase of a CD containing 150 images at a charge of \$550 (Inc GST). All fees and prices are subject to change at the sole discretion of Lismore City Council.

3.3 The Agreement will terminate automatically if you, or your principal (if you are licensing on behalf of another person), fail to comply with any provision of this Agreement.

3.4 Upon termination you, or your principal must immediately:

- a) stop using the image, and
- b) delete the image and all copies of it from all storage media and destroy all other copies or, upon the request of Lismore City Council, return all such copies to Lismore City Council

3.5 Lismore City Council reserves the right to discontinue the use of any image for any reason and to elect to replace the image with an alternate image. Upon notice from Lismore City Council of any discontinuance of an Agreement for a particular image, the Agreement to use the discontinued image contained in this Agreement will terminate and you, and/or your principal agree not to use the image in the future in any manner or form whatsoever.



IMAGE APPLICATION FORM

Name: _____

Position: _____

Company: _____ (if a Company, include ACN)

Phone No: _____

Email: _____

Image ID/s requested: _____

_____ Total Cost: \$_____ (Inc. GST)

CD Set requested: _____

_____ Total Cost: \$_____ (Inc. GST)

I/we request permission to use the above copyright image/s owned by Lismore City Council and hereby agree that it will be reproduced in (name of publication):

Reason for the proposed use of the image/s: _____

Date to be published: _____

I/We have read these Terms and Conditions and agree to abide by them. I/We confirm that the images will be used exclusively for the purposes stated by me/us on this form. I/We also acknowledge that submitting this form does not guarantee that Lismore City Council will permit us to use the images.

Signed: _____

Name: _____

Position held with Company: _____

I, hereby grant permission to _____ (name of Image User) the right to use the image/s subject to the terms and conditions of this Agreement in consideration of the fee payable in respect of the image/s as detailed in the above Agreement.

Mitch Lowe

Tourism Services Co-ordinator

Lismore City Council

(02) 6626 0105 (P) mitch.lowe@lismore.nsw.gov.au

(02) 6622 0193 (F)

Date: _____