

YORKSHIRE FILM ARCHIVE

**STANDARD TERMS AND
CONDITIONS**

OF

FOOTAGE LICENCE

1. About Yorkshire Film Archive ("YFA")

YFA is a registered charity (number 1093468) whose objects are to advance the education of the public in the history, customs, culture, artistic and ecological heritage of Yorkshire through the acquisition, preservation and distribution of film, in all its media. YFA has specialist facilities for the preservation of films and video tape and runs professional access, research and distribution services for its archive material. The Archive consists of everything from newsreels through to advertising films, documentaries, local interest films and home movie collections, all making up a rich picture of the Yorkshire region over more than one hundred years .

The archive is used in various ways such as learning resources, collaborative partnerships with museums and libraries, community projects and local film shows, working with TV and film production companies and broadcasters, or use online. The users are many and varied and we hope that we will continue to successfully fulfil our charitable aims in such ways.

2. Licence

In consideration of the Fee payable under the Footage Licence YFA grants to the Customer a non-exclusive licence of the right to use the Footage for the Use Proposed. Payment of the Fee shall be made within 30 days of the issue by YFA of an invoice to the Customer.

3. Use Proposed

YFA, in furtherance of its charitable objects, encourages various uses of the Footage by third parties. Such uses are set out below:

3.1 Personal viewing/research

3.1.1 A Customer is permitted to arrange to view either YFA's online database or the archive itself. Access to viewing is by appointment.

3.1.2 Research is permitted by individual, education or commercial organisations but any use made of the results of research is subject to separate arrangements for licensing the Footage.

3.2 Commercial use

3.2.1 If commercial use is required for any purpose including but not limited to TV or film production, web licensing, retail sales, community projects, film shows, museum exhibitions or libraries, then the Customer should refer to the YFA rate card for further information on fees.

3.2.2 Please note that YFA may seek further consent for the requested use from the original Depositor if YFA deems this necessary.

3.3 Copyright provisions

- 3.3.1 Please note the copyright arrangements outlined in Part A1 or Part A2 as applicable. Where YFA is not the copyright holder and further copyright clearance is required, YFA will use its reasonable endeavours to obtain copyright clearance on behalf of the Customer, or in any event the Customer will indemnify YFA against any liability or claim arising in relation to its use or access to material. Where it is not possible to obtain copyright clearance for the Customer, YFA reserves the right to refuse to lend such material to the Customer.
- 3.3.2 Please also note that any music attaching to the Footage must be separately cleared for copyright by the Customer.

3.4 Restrictions

- 3.4.1 The Customer hereby warrants and undertakes to YFA that:
- 3.4.1.1 it will not use the footage for any unethical or illegal purpose;
 - 3.4.1.2 it will not use the footage for any purpose that is defamatory to YFA or any other third party or breaches the rights of any third party in any manner.
- 3.4.2 The Customer shall not use, store (whether by mechanical, electronic, digital or other means whatsoever) distribute or copy any Footage or do any other thing which is inconsistent with the Use Proposed.
- 3.4.3 All rights other than those specifically granted under this Footage Licence are reserved to YFA.
- 3.4.4 The Customer may not edit, add to or otherwise modify the Footage. Any edit, additions or modifications to the Footage that the Customer wishes to make are subject to the Customer obtaining YFA's prior approval.

4. Physical property

- 4.1 Where the Customer borrows material, all risks and responsibility for the care, protection and safe handling of the material passes to the Customer and shall remain with the Customer until the material is received back by YFA at the end of the Licence Period.
- 4.2 The Customer shall take all reasonable care of the material and store it in a secure place and protect the material from any conditions which could cause deterioration or damage to it.

- 4.3 In the event of loss or irreparable damage to the material whilst in the possession of control of the Customer or any third party acting on the Customer's behalf, the Customer shall compensate YFA for such loss. YFA and the Customer shall agree mutually in good faith that any sum agreed is a genuine pre-estimate of YFA's actual loss.
5. Not yet preserved Footage
 - 5.1 Where the Customer wishes to use material recently acquired by YFA or not yet properly archived by them for whatever reason, the Customer must make special written request to YFA outlining the material it wishes to use and the purposes for which it wishes to use it. YFA will consider the request in good faith but must be mindful of its obligations as an archive facility as well as its need to distribute information that it holds.
 - 5.2 The Customer shall keep YFA fully and effectively indemnified against all actions proceeding claims and demands which may be made against or upon YFA in respect of an infringement of the copyright material or any other rights to the same, and any defamation or alleged defamation of any person or persons or his or their property, or otherwise by reason of the use of the material as covered by this licence, and also against all costs, damages, liabilities and expenses which YFA may incur in resisting, opposing, compromising or settling any such claims.
6. Late payment

If the Customer does not pay the fee within the period specified above, then YFA shall charge interest of 4% above the Bank of England bank base rate on a daily basis for everyday after the due date.
7. Format

YFA will supply on Digibeta or Beta SP format, but alternative formats may be available by agreement. All associated laboratory costs and post production costs will be borne by the Customer.
8. Other Requirements
 - 8.1 All material, including but not limited to tapes and stills, must be returned to YFA within 21 days of the Customer taking the material. Failure to comply will incur an additional daily charge.
 - 8.2 The Customer will inform YFA of the material which is to be used.
 - 8.3 In addition, YFA may refuse access to material due to preservation conditions or otherwise at its absolute discretion. YFA further may stipulate that any and all material not used in the production shall be erased or returned to YFA (proof of erasure will be required).

8.4 YFA retains the right to record programmes using YFA material for any purpose in furtherance of YFA's objects, including footage which may conflict with other Customers.

8.5 The Customer must provide YFA with a copy of the finished production so that YFA may add it to the archive.

9. Credit

Any commercial usage must include an on screen credit worded "Yorkshire Film Archive".

10. Miscellaneous

10.1 This agreement shall not create any association partnership or joint venture between YFA and the Customer.

10.2 No amendments to the Footage Licence shall be valid unless made in writing and signed by the duly authorised representatives of both parties.

10.3 This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts.