

Commercial Licence Rates – 2011

Calendars					
Print run					
Up to 5,000	£120.00				
5,000 – 10,000	£150.00				
>10,000	p.o.a.				
<i>50% discount for Transport Trust and ABTEM members</i>					
Retail posters and prints and CDs					
Print run up to	A3 size	A2 size	A1 size	A0 size	Images on CD
10,000	£280.00	£335.00	£375.00	£425.00	£150.00
5,000	£270.00	£325.00	£355.00	£395.00	£130.00
1,000	£210.00	£250.00	£295.00	£340.00	£120.00
Greetings Cards and Post Cards					
Print run					
25,000	£210.00				
10,000	£190.00				
5,000	£170.00				
Magazines					
Print run (up to)	¼ page	½ page	Full page	Double page	Cover
150,000	£50.00	£90.00	£120.00	£170.00	£260.00
50,000	£40.00	£50.00	£110.00	£160.00	£225.00
25,000	£30.00	£30.00	£70.00	£150.00	£200.00
10,000	£15.00	£15.00	£50.00	£100.00	£190.00
<i>Special rates available for clubs and societies</i>					
Books / Partworks <small>(Rates for 2,500 to 5,000 copies. Other print runs on application)</small>					
Territory	¼ page	½ page	Full page	Double page	Cover
World	£125.00	£140.00	£190.00	£280.00	£325.00
World English Language	£110.00	£130.00	£170.00	£260.00	£295.00
European	£95.00	£120.00	£150.00	£225.00	£275.00
UK & Commonwealth	£75.00	£95.00	£125.00	£190.00	£225.00
UK & USA	£85.00	£110.00	£135.00	£205.00	£250.00
UK / Single territory	£65.00	£75.00	£115.00	£170.00	£190.00
General Displays / Exhibitions					
Period	A4 size	A3 size	A2 size	A1 size	A0 size
1 year	£300.00	£355.00	£390.00	£425.00	£650.00
6 months	£260.00	£300.00	£350.00	£390.00	£520.00
1 month	£230.00	£245.00	£280.00	£335.00	£375.00
1 week	£150.00	£200.00	£245.00	£285.00	£333.00
1 day	£95.00	£150.00	£170.00	£210.00	£290.00
<i>Special rates available for heritage organisations</i>					
Corporate and Commercial Websites					
Period				Unauthorised use	
1 year	£140.00			100% loading	
6 months	£80.00			100% loading	
3 months	£50.00			100% loading	
Social network websites					
Period	475 x 317*		Other sizes	Unauthorised use	
Up to one year	No Charge*		£140.00	100% extra	
	* Must have link to page on our web site - otherwise £50				
<i>Special terms available for non-commercial club and society web sites</i>					

DISCOUNTS: 20% discount applies to any licence for six or more photos

Can't see the licence you are looking for? Then eMail us at info@transportphotos.com

GENERAL INFORMATION

PRELIMINARY STATEMENT

NA3T is a not-for-profit heritage and memorial archive established in 1996 specifically for the conservation of original images (original negatives and original colour slides). Photographs are excluded from the collection policy as are copy slides and copy negatives.

The Intellectual Property Rights (IPR) for the NA3T collection (NA3T Image/s) are protected under UK copyright law (The Copyright, Designs and Patents Act 1988 (as amended)).

Unless otherwise stated, the author/owner of the IPR for each NA3T image, catalogued or awaiting cataloguing, is the archive Collection Manager.

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Unless alternative arrangements are in place, a license to use any NA3T image must be obtained from the Collection Manager in advance.

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Use of a NA3T photo without obtaining the necessary license may render the User liable for an amount no greater than twice the full NA3T rate for the application in which it was used plus recovery costs and any third party damages. We strongly urge Users to be cautious of all images claiming to be from a private "collection", "library" or "archive" or submitted in digital format.

We recommend Users obtain assurances from their contributors that they (the contributors) either own the rights to every photo submitted for publication or that a valid license from the IPR owner has been obtained. Our own catalogue may be checked quite simply by visiting our web site www.transportphotos.com and searching for the subject by its registration or serial number. The validity of licenses issued by us may be checked by eMailing us with the license number.

If you wish to publish a photo that you believe may be from our unscanned catalogue or held in our uncatalogued collection, you may have it checked by submitting a thumbnail (approximately 600 pixels wide) to coll_mgr@transportphotos.org. There is a charge associated with this service which may be offset against the license fee. Searches of our uncatalogued collection may not be conclusive due to the volume of images that would need to be checked.

It is NA3T policy not to come between publishers/editors and their contributors and we shall hold the publisher/editor ultimately responsible for ensuring satisfactory licensing arrangements are in place for each NA3T image used.

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This license forms a contract between the NA3T and the publisher/user. The Terms and Conditions contained herein shall at all times take precedence over any second or third party terms and conditions including any that may otherwise be invoked as a result of NA3T accepting payment in respect of this license. By purchasing this License, the publisher/user acknowledges that any such terms and conditions they may otherwise seek to impose shall not be enforced.

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NA3T images must not be edited or altered, published*, copied, incorporated into or used as a component part of any work, placed on public display or resold by way of trade (including on-line auctions) without prior written agreement or license from ourselves. Neither shall they be stored on any electronic storage system save for such time as they are required as work in progress in relation to the licensed use and shall be destroyed within 90 days of the publication / use date defined in the license. Neither shall they be stored as hard copy photos or transferred to any third party by way of loan, sale or gift. A proof copy of the publication shall be supplied free of charge to NA3T.

By using an NA3T photo the applicant agrees to be bound by these conditions.

The NA3T also provides a safe environment for private collections. Where it is indicated that the IPR for an image is held by someone other than the NA3T, it may be assumed that the copyright holder imposes the same restrictions as the NA3T and the NA3T Collection Manager shall act as agent on the owner's behalf.

Failure by NA3T to exercise or enforce any rights under these conditions shall not be deemed to be a waiver of any such rights at any time or times thereafter.

* "Published" means all forms of reproduction and distribution or display, regardless of media or technology, for both complete images and selected parts of images and including electronically accessible facsimile copies of works containing NA3T images.

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Unless a special written agreement exists between NA3T and the User, a User may reproduce a NA3T image only with the written agreement of the Collection Manager following the payment of the full license fee. Such agreement shall take the form of a Reproduction License (license), which may be delivered electronically or by surface mail and may take the form of an Invoice/License, in which case it shall only become valid on receipt of the required fee.

Possession of a hard copy photo produced from a NA3T image (either directly or indirectly) shall not constitute a right to reproduce that image. Whenever possible the User is required to tell the Collection Manager if any use of a NA3T image is planned and the Collection Manager shall, at his sole discretion, agree an appropriate license fee and issue an Invoice/License as above.

The User may only use the photo strictly in accordance with the terms of this license and only when this license has been validated. Each photo shall be credited as defined in the on-line catalogue unless otherwise agreed in writing. Failure to include the required credit line shall, at the sole discretion of the Collection Manager, incur a 100% loading.

The image shall, at all times, remain the property of NA3T.

The User shall be responsible for the manner in which the photo is used and shall fully indemnify NA3T against any actions stemming from improper, insensitive or defamatory use.

The license shall form a contract between NA3T and the User and the User shall not re-assign the license to a third party. In the event that a third party reproduces any image licensed by NA3T, then the Licensed User shall, without prejudice, pay NA3T all the fees that the third party would have paid had the third party acquired a license in accordance with these terms and conditions.

In the event that an approved third party licensing body issues a license to use and NA3T image under "Orphan Works" provisions, then such license shall be deemed to have been issued as a result of negligent due process. NA3T shall require the user to make good any shortfall between our license rate and monies recovered from the approved licensing body together with surcharges for failure to credit and/or recognise the moral rights of the photographer and any other costs associated with recovery of monies due.

LIABILITY

Whilst every effort is made to ensure the accuracy of the descriptive information occasional errors will occur and we will not accept any liability for any loss or inconvenience resulting from any inaccuracy or omission whatsoever.

The User shall be liable for obtaining any model or property releases that may be required.

ACCEPTANCE

The use of our website and/or photo derived from the NA3T Original Image Collection signifies acceptance of our terms and conditions. In the event of a conflict between our Terms & Conditions and any other NA3T statement, then these Terms & Conditions shall prevail.

NA3T reserve the right to alter these Terms and Conditions without warning.