

GENERAL TERMS AND CONDITIONS FOR REPRODUCTION AND IMAGE SUPPLY

1. Acceptance

1.1- The Client agrees to comply with the following Terms and Conditions 1.2The reproduction of any image implies acceptance of the terms set out
below. 1.3 - Cork Public Museum will supply the Client with a high-definition
reproduction of the image suitable for publication 1.4- THE FOLLOWING CREDIT
LINE MUST BE USED: © Cork Public Museum

2. License

- 2.1- Permission to reproduce the Images is strictly limited to the specific occasion detailed on the license. 2.2- No rights to the Client in this agreement granted may be assigned, loaned or transferred to any third party. 2.3- All rights are non-exclusive.
- 2.4- Any reproduction must be a true representation of the original work. 2.5 2.5- Cork Public Museum reserves the right to request a colour proof of any reproduction of an Image prior to printing. Cork Public Museum can, at its discretion, withhold the right to reproduce the Image granted herein if the quality of the reproduction falls below any standard as set by Cork Public Museum. 2.6- The artwork must not be masked out, cut down, superimposed with type or other material or in any way defaced, unless specified previously, without prior written permission of Cork Public Museum with the exception of coloured bars and rulers. 2.7- Application to reproduce a detail of work will be considered, but permission must be specifically granted in writing. If permission is granted, the picture credit must include the wording 'a detail from.' 2.8- Each reproduction must carry the copyright notice © Cork Public Museum

3. Copyright and Publication Right

3.1- Cork Public Museum takes no responsibility for seeking additional copyrights for images of any loaned acquisitions. As ownership of this material

remains with the lender and it is the responsibility of the Client to contact the lender to get permission to re-produce and use any images. The museum will liaise with the lender to initiate contact with the Client.

4. Termination

5.1- These Terms and Conditions will terminate within 28 days if the client fails to perform any of its obligations under this Agreement and any further exploitation of any image created shall constitute an infringement of copyright. 5.2- Except for any liability which cannot by law be excluded or limited, Cork Public Museum, shall not be liable to the Client or any other third party claiming through it for indirect, incidental, special or consequential damages arising out of, or relating to the use of the Images, whether framed as a breach of warranty, in tort, contract failure of essential purpose, or otherwise.

6.General

- 6.1- Nothing in these Terms and Conditions constitutes a partnership, agency relationship or joint venture between the parties. 6.2- The Client shall not use the name Cork Public Museum or any similar name in any manner in connection with any Image, except as expressly set out in these Terms and Conditions or as agreed with Cork Public Museum, Cork.
- 6.3- Cork Public Museum's failure to exercise or enforce any of it's rights under these Terms and Conditions (or otherwise) will not be deemed to be a waiver of any such rights nor will that failure operate so as to bar the exercise or enforcement of those rights at any future time

7.Law

7.1- The laws of Ireland and the parties to these terms shall govern these Terms and Conditions and agree to submit to the jurisdiction of the Irish courts.