

Instructions for obtaining an Image Licensing Agreement

Print two copies of this document

Complete and sign both copies

Send them to:

Stubbs&Co. (UK) Limited

28 Greville Street

London, EC1N 8SU

STUBBS & CO. (UK) LIMITED

LICENCE TO USE JEWELLERY IMAGES

This agreement sets out the licence terms which will apply if Stubbs & Co (UK) Limited (registered number 1686072) whose registered office is at Gable House, 239 Regents Park Road, London, N3 3LF, United Kingdom (*we/us*) releases to:..... (registered number.....) whose registered office is at..... (*you*) images (*Images*) of our jewellery (*Jewellery*). We are not obliged to release any Images to you, but this agreement will apply to Images which we decide to release to you. We will not usually release Images of Jewellery to you unless you have purchased the specific items of Jewellery captured by the Images from us. The fact that we supply a printed brochure of our Jewellery to you does not imply that we release the Images of the Jewellery contained in the brochure to you. If we release Images to you we will give them to you in a digitised or electronic media. If we provide you with a brochure of our Jewellery in a printed form, you must not copy the brochure and may only use the brochure to show to potential consumers so as to promote the sale of the Jewellery.

1 Your details

The details of your company name and registered office are important. You must inform us immediately of any changes in this information.

2 Licence

2.1 We grant you a personal non-transferable, non-exclusive licence to reproduce the Images solely for the purpose of enabling you to promote the sale of the Jewellery to consumers, whether in a printed advertisement or on your website.

2.2 You may only use the Images in the form supplied by us. You may not copy Images from our website. You may not modify or adapt Images released to you other than cropping or sizing.

2.3 You must not:

2.3.1 incorporate the Images in brochures intended for sale;

2.3.2 do anything in relation to your use of the Images which in our reasonable opinion, may be harmful to the reputation of the Jewellery or us;

2.3.3 use the Images in connection with offensive, abusive, obscene or pornographic material or for any unlawful purpose;

2.3.4 use the Images to promote jewellery purchased by you from sources other than us, unless we are unable to supply the Jewellery to you;

2.4 If you provide links from your website to other websites you must ensure that the other websites comply with paragraphs 2.3 of this agreement.

2.5 You must submit details of the intended use of the Images under this agreement to us for approval prior to making use of the Images. These details shall include the address of any website on which the Images will appear. We shall be entitled at anytime during the term of this agreement to require you to provide us with information about the intended use of the Images, including a printed representation of how the Images will appear.

2.6 You must not display our product reference numbers anywhere on your website, even as fragments of longer reference numbers or use them as file names of images.

3 Charges

We may charge you an administration fee for releasing Images to you. If we wish to charge an administration fee, we shall inform you of the amount of the administration fee before we release the Images to you. We will not charge you a licence fee for the use of the Images.

4 Liability

You are solely responsible for your website and brochures. The Images are provided by us free of charge (except for any administration charge). Accordingly, we cannot accept any responsibility for the Images, which are provided without any warranties or guarantees.

5 Intellectual property rights

You shall not acquire title to the intellectual property rights in the Images or to media on which the Images are provided. The intellectual property right will remain with us. Intellectual property rights means copyright, design rights, patents, trade marks, moral rights, goodwill, know-how, confidential information and any other intellectual property rights.

6 Copyright notices

You must ensure that, when you use the Images in any printed document, they shall be accompanied by the wording “© [year of publication] Stubbs & Co (UK) Limited. All rights reserved”.

7 Infringements

7.1 If you become aware of the following, you must promptly notify us in writing, giving full particulars and shall make no comment or admission to any third party:

- 7.1.1 any infringement of our copyright in the Images;
- 7.1.2 any allegation that the Images infringe any rights of another party.

7.2 You must, at our request, co-operate with us in any action, claim or proceedings brought or threatened in respect of the Images.

8 Duration

This agreement starts when we releases Images to you and continues until it is terminated under paragraph 9 (Termination).

9 Termination

9.1 We may suspend or terminate this agreement immediately if you breach any of your obligations under this agreement.

9.2 We may suspend or terminate this agreement immediately if you do not buy at least £4000 of Jewellery from us during a rolling period of twelve calendar months.

9.3 We may terminate this agreement in whole or in part at any time by giving not less than thirty days written notice to you.

9.4 You may terminate this agreement at any time by returning the Images to us, removing all Images from any hard disk and website and ceasing to make use of the Images.

9.5 Upon termination of this agreement, you must return the Images to us, remove all Images from any hard disk and website and cease to make any use of the Images.

9.6 Paragraphs 4 (Liability), 5 (Intellectual property rights), 7 (Infringements), 9.5 (Termination), 10 (Indemnity) and 12 (Law) shall survive termination of this agreement.

10 Indemnity

10.1 You must indemnify us immediately on demand against any liability, loss and expenses (including legal fees) incurred as a result of any claims or legal proceedings brought or threatened against us by any person or entity arising from your use of the Images, except to the extent to which the claims arise from:

- 10.1.1 any breach of this agreement by us;
- 10.1.2 any invalidity or defect in our title to the copyright in the Images not caused by our act or default.

11 Assignment

You must not assign this agreement or any of its rights and obligations under this agreement, without our prior written consent.

12 Law

This agreement shall be governed by the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by
for and on behalf of
Stubbs & Co. (UK) Limited

Signed by
for and on behalf of you

Date

Date