

## **Website Terms of Use**

**IMPORTANT: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) CAREFULLY. THESE TERMS AND CONDITIONS SET OUT THE BASIS UPON WHICH YOU ARE ENTITLED TO ACCESS AND USE THIS WEBSITE**

In these Terms and Conditions, the following definitions shall apply:

“Gallery” means the Governors or Guardians of the National Gallery of Ireland and includes its successors and assigns and/or, where relevant, any agents acting on its behalf;

“you /User” means any natural or legal person using this Website from time to time; and

“Website” collectively refers to the following websites operated by the Gallery (save for as defined in Appendix A hereto):

- The Gallery’s main website ([www.nationalgallery.ie](http://www.nationalgallery.ie))
- The Images website ([www.nationalgalleryimages.ie](http://www.nationalgalleryimages.ie))
- The Shop website
- The Library and Archives websites
- The Online Collection websites.

### **1. Intellectual Property (including copyright)**

The Gallery is committed to respecting and protecting the intellectual property rights of others. We have, therefore, taken all reasonable efforts to ensure that the reproduction of all content on these pages (including but not restricted to images, audio and text), is done with the full consent of copyright owners.

All content included on the Website, such as text, graphics, logos, button icons, images, audio clips and software is the property of the Gallery or its content suppliers and is protected by applicable copyright and/or other intellectual property laws. All software used in the Website is the property of the Gallery or its software suppliers and is protected by applicable copyright and/or other intellectual property laws.

You acknowledge that you are only permitted to use any material contained on the Website as authorised by the Gallery and you further agree not to copy, reproduce, transmit, distribute or create derivative works of such material without the prior written authorisation of the Gallery.

### **2. Use of Website**

Using the Website for the purposes of browsing or making online orders is permitted. Any other use of the content and software on the Website, including the reproduction, modification, distribution, transmission, republication or display of the content on the Website without the Gallery’s express permission is strictly prohibited.

Any use of images or other content on the Website for any other purpose requires a licence from the Gallery and is otherwise strictly prohibited. The process of application for a licence is set out below in Appendix A.

The Website or any portion thereof may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by the Gallery.

You must not misuse the Website by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

The Gallery reserves the right to refuse access to the Website and/or the services contained herein in its discretion, including, without limitation, if the Gallery believes that particular conduct violates applicable law, is harmful to the interests of the Gallery or is in breach of these Terms and Conditions.

### **3. Online Ticketing**

Tickets may be booked online for Gallery exhibitions and events via Ticketsolve. Your payment will be processed immediately by Realex and the processing bank in accordance with our Privacy Notice. The [Online Ticketing Terms and Conditions](#) govern the terms on which such tickets are booked.

### **4. Online donations**

If you choose to make an online donation to the Gallery when booking a ticket via Ticketsolve, your donation will be processed immediately by Realex and the processing bank in accordance with our [Privacy Notice](#). You acknowledge that in the absence of fraud, or save in the case of manifest error you shall not have any right of cancellation of your donation. The Gallery takes no responsibility for your dissatisfaction with the use of your online donation.

### **5. Credit Card Payment**

If you choose to make online payments to the Gallery, you hereby agree and assure the Gallery that:

- all credit/debit card information supplied is true, correct and complete;
- the person making the donation is duly authorised to use the card for that purpose; and
- the amount will be honoured by the donor's credit/debit card company.

If you discover that a purchase has been made on the Website using your credit/debit card details in circumstances where you had not agreed to or authorised this, then (provided that you have not, through failure to take reasonable care, allowed an unauthorised person to gain access to your credit/debit card details or password) the Gallery is required to refund to you the money they receive provided that (a) you inform your credit/debit card company and the Gallery of the unauthorised payment as soon as you discover it; and (b) you co-operate with your credit/debit card company and the Gallery and, if necessary, An Garda Síochána in relation to the unauthorised use. All purchases made via the Website are final unless fraudulent use of the credit/debit card or manifest error is proven in accordance with this clause.

### **6. Transacting with the Gallery Shop Online or on the Images Website**

When you place an order to purchase a product from the Gallery's online shop or from the Images Website, we will send you an email confirming receipt of your order and details of your order. Your

order represents an offer to us to purchase a product which is accepted by us, which will be complete, when we send an e-mail confirmation to you that we have dispatched that product to the address provided by you. Any products on the same order which we have not confirmed in a confirmation e-mail to you have been dispatched do not form part of that contract. Worldpay provides secure online transactions on the Gallery's behalf for our online shop and for the Images Website.

In addition to your 30 day returns guarantee, you are entitled to a statutory 'cooling-off' period of 14 days, which begins on the day that you receive the goods. During this period, you can decide to cancel the online contract without giving a reason. If you decide to exercise that right of cancellation, you shall not incur any charges or penalties for so doing except the direct cost of returning the goods.

#### **7. Registration**

You can choose to register on our Website. This is optional, unless you intend to apply for a licence to use images from the Website, in which case registration is obligatory and you must provide accurate registration information.

It is up to each Website user to protect their username and password when they register on our Website. You may not allow others to use your access details. By accepting these Terms and Conditions, you agree that the Gallery takes no responsibility for fraudulent use of any Website account whereby the username and password has been used to access the account. If you believe that your username and password has been compromised and/or is being used by another person, we recommend that you change your username and password immediately or contact us via email at [info@ngi.ie](mailto:info@ngi.ie).

#### **8. Compliance with Applicable Laws**

Due to the global nature of the Internet, you agree to comply with all local laws regarding on-line conduct and acceptable content. You also agree to comply with any applicable rules regarding the export of any technical data from any country.

#### **9. Links to Other Websites**

The Gallery may provide links to websites operated by third parties. Such links are provided for your convenience only. The Gallery has no control over these websites and is not responsible for their availability or content to such other websites does not imply any endorsement of the material on such websites or any association with their operators. You should refer to the privacy notices of those websites to ascertain how they are processing your personal data and dealing with your related rights.

#### **10. Limitation of Liability and Disclaimer**

The Gallery will use its reasonable endeavours to ensure that the Website is fully operational at all times. However, due to the nature of interactive services and the Internet generally, the Gallery cannot guarantee that the Website will be free from delays, interruptions or errors.

The Gallery will use its reasonable endeavours to ensure that any information contained on the Website is correct. However, the Gallery gives no representations or warranties, express or implied, in relation to the accuracy or completeness of such information.

Except as expressly set out in these Terms and Conditions, all representations, warranties, terms and conditions whether express or implied in relation to the Website or the information contained herein are hereby excluded to the fullest extent permitted by law.

Due to the fact that the Gallery cannot guarantee that the Website will be fault free or that the information contained on the Website will be correct, the Gallery does not accept any liability for any damage or loss suffered by you (whether direct, indirect, special, incidental, punitive or consequential loss, including loss of profits) arising as a result of the Website or the information contained herein (including any errors, inaccuracies or omissions in such information or any faults, interruptions or delays in connection with the Website).

Without prejudice to the foregoing, the Gallery operates the Website on a “notice and takedown” basis. If you believe that any content on the Website infringes your rights or the right of a third party, please notify the Gallery immediately. Although the Gallery has no obligation to screen, edit or monitor any of content posted on the Website, where an alleged infringement of a third party’s rights is brought to the Gallery’ attention, the Gallery may take steps to edit or remove the relevant content.

#### **11. Privacy Notice**

The Gallery’s [Privacy Notice](#) forms part of these Terms and Conditions and acceptance of these Terms and Conditions assumes acceptance of our legal notices, including our Privacy Notice.

#### **12. General**

These Terms and Conditions and/or the Gallery’s Privacy Notice may be amended from time to time by the Gallery. The Website will specify the latest date on which the Terms and Conditions have been amended.

#### **13. Governing Law**

These Terms and Conditions are governed by the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction to hear and determine any legal proceedings arising pursuant thereto.

**Last Updated: July 2018**

## APPENDIX A

### LICENCE TO USE IMAGES

The following terms and conditions apply to applications to use Images from the Website.

#### 1. Definitions

In these terms and conditions, the following definitions apply:

- The "**Gallery/we/us/our**" means the Governors and Guardians of the National Gallery of Ireland and includes its successors and assigns and/or, where relevant, any agents acting on its behalf;
- The "**Client/you/your**" means the person or entity making application to use an Image;
- "**Account**" means a credit account held by a Client with the Gallery which the Client can use to purchase Images (up to a limit imposed by the Gallery) from the Website and which is invoiced to the Client;
- "**Application Form**" means the electronic form on the Website completed by the Client;
- "**Basket**" is what you use to store the images you intend to download for reproduction or publishing purposes. You will be required to enter some basic usage details for you to proceed with your order;
- "**Image**" or "**Asset**" means a digital photograph, computer-generated facsimile, digital image, scan or any other item offered for the purposes of reproduction which is held by the Gallery as a digital image (including but not limited to Gallery-owned works of art) and can be offered to the Client for the purposes of reproduction;
- "**Licence**" means the Image Licence Agreement between the Parties in the terms specified below;
- "**Medium**" means the medium in which the Image will be reproduced, as specified in the Application Form;
- "**Party**" means the Client or the Gallery as applicable;
- "**Permitted Use**" means the use for which the Client proposes to use the Image, as specified in the Application Form;
- "**Reproduce**" means creation of a copy of the Image by specified means, media and purpose as stated in the Application Form;
- "**Usage**" is the purpose for which the image/asset is being downloaded;
- The "**Website**" means the website [www.nationalgalleryimages.ie](http://www.nationalgalleryimages.ie);
- The "**Term**" means the period for which the permission to use the Image is granted, as specified in the Application Form; and
- The "**Territories**" means the geographical territories in which the Client may use the Image, as specified in the Application Form.

#### 2. Application

Application to use an Image must be made online or on the Application Form for those ordering offline [here](#). The Application Form must be fully completed and submitted in the manner indicated thereon. When an application is successful, the Image will be sent by the Gallery to the Client. Images, when received by the Client, may only be used for the Permitted Use, during the Term, in the Territories and strictly in accordance with the terms of these Terms and Conditions and all other applicable laws.

### **3. Ordering and Acceptance**

#### **a. Online Ordering**

When the Client places an order to purchase images from the Website, the Client will be asked to accept the terms and conditions outlined. Once this has been done, we will then send the Client an email confirming receipt and details of the order which represents an agreement between us. In order to facilitate image downloads from the Website you must pay by credit card. In certain circumstances, organisations may apply to open a credit account with us (see further details on our registration page). Please refer to the Help section of the Website [here](#) for a full explanation of how this works.

#### **b. Credit Cards**

We accept VISA and Mastercard online. AMEX can be processed offline. The Website is remotely hosted and Worldpay provides secure online transactions on our behalf.

#### **c. Payments On Account**

Organisations who are regular users of the Website may apply to open a credit account [here](#). The opening of the account is at the discretion of the Gallery and trade references will be required. The Client will be invoiced when orders are placed. Invoices must be paid within thirty (30) days of the invoice date. Payment may be made in cash, by cheque (drawn only on an Irish bank), EFT (Electronic Funds Transfer) or credit cards (VISA, Mastercard and Amex). If the Client does not settle an Account in accordance with this, then we may, at our own discretion, rescind these Terms and Conditions and relevant Licence and charge interest on the overdue amount by four percent (4%) per annum above the base rate on the outstanding balance from the due date of payment until actual payment.

#### **d. Offline**

An ordering page is available on the Website for those who do not wish to order and pay online, [accessible here](#).

### **4. Right of Withdrawal and Refunds**

If the Client is unhappy with any Image purchased from us, please contact us [here](#) within 7 days of delivery of the image(s). We will endeavour to rectify the issue and if this is not possible, will provide a refund accordingly. If a Licence has been approved, but you decide not to proceed with using the Image, then we will provide a refund for the licensing fee only within 30 days of notification from the Client. We will have no further liability to the Client.

### **5. Delivery**

Certain Images are subject to copyright restrictions; others are not. Certain Images are readily available in high resolution, while others require new photography. In relation to each of these categories, the following conditions apply:

#### **a. Images with Copyright Restriction**

In the case of Images shown on the Website as being available in High Resolution but subject to copyright restriction, authorisation must first be obtained by the Client from the artists, artist's estate or representatives before the Images are released by the Gallery. This artists' authorisation must be

provided in writing including via email and once received by the Gallery, the Images will be made available for the Client to download for a period of thirty (30) days:

- Immediately following purchase if the Client holds an Account or has paid online using a debit or credit card; and
- Within three (3) working days if the Client applies for a new Account and is successful in this application.

**b. Images without Copyright Restriction**

Images shown as available in High Resolution without copyright restriction will be made available for the Client to download for a period of thirty (30) days;

- Immediately following purchase if the Client holds an Account or has paid online using a debit or credit card; and
- Within three (3) working days if the Client applies for a new Account and is successful in this application.

**c. Images Which Require New Photography**

If Images are not available in high resolution, photography of the original artwork may have to be undertaken. This is not always possible if artworks are on loan to exhibitions abroad or are in our Conservation Studio. If, however, the artwork is available for new photography, this shall incur an additional fee, for which the Gallery will provide a quote following receipt of the Application Form. Orders for new photography will be included in the Photography Department's schedule, so delays may occur, depending on workload. Once the newly photographed Image is available, it will be made available for the Client to download for a period of thirty (30) days:

- Immediately following purchase if the Client holds an Account or has paid online using a debit or credit card; and
- Within three (3) working days if the Client applies for a new Account and is successful in this application.

In all cases it shall be assumed that the total number of Images selected and paid for by the Client will have been received unless the Gallery receives written notice to the contrary within five (5) working days of the Images being made available for download.

**6. Licence**

Subject to these Terms and Conditions, upon the delivery of the Image to the Client, the Gallery grants to the Client a non-exclusive, revocable licence to reproduce the Image specified on the Application Form for the Permitted Use, in the Medium, within the Territories and for the Term specified thereon, and strictly in accordance with all applicable copyright law and other relevant statutory, regulatory and other requirements.

**7. Complimentary Copy for the Gallery**

The Client shall supply a complimentary copy of any product, publication, broadcast or electronic reproduction made pursuant to the Licence within two (2) weeks of creation.

## **8. Destruction**

The Client agrees to destroy or delete all Images supplied or downloaded and any copies made by the Client of such Images under these Terms and Conditions, within four months of such Images being made available for download.

## **9. Copyright**

Copyright in the photography of the Images is vested in the Gallery unless otherwise stated. All reproductions of the Image made by the Client must include the following by-line "Photo © National Gallery of Ireland" with the artist's name and the title of the work as supplied with the Image.

If the original artwork is in copyright, then an additional copyright line will be supplied at the time of Image release. As specified above, it is the Client's responsibility to clear copyright with artists or artists' representatives.

The Client undertakes to refrain from any breach or infringement of copyright in the Image, including the moral rights of the artist, and shall indemnify the Gallery against any such breach or infringement.

The Client must reproduce the Image faithfully and may not manipulate, crop, edit or superimpose type, part delete or deface it without prior written consent from the Gallery.

Application to reproduce a detail of an Image will be considered and if approved in writing by the Gallery, the picture credit specified above must include the following wording: "detail".

## **10. Metadata**

The Client shall not under any circumstances remove metadata applied to the Images by the Gallery.

## **11. Indemnification and Disclaimer**

The Client agrees to indemnify the Gallery in respect of all and any claims, damages, losses or costs arising in any manner whatsoever from the reproduction of the Images (including, but not limited to, the Client's failure to obtain licences, consents, permission or clearances as are necessary to reproduce or otherwise use the Images) unless such claims, damages, losses or costs arise by virtue of either the operation of these Terms and Conditions (which for the avoidance of doubt, incorporate the relevant Licence) or the Gallery's negligence.

The Gallery shall not be held liable for any damage, howsoever caused, arising from the Client's use of the Images including, but not limited to any damage arising from errors or omissions contained in and relating to the Image, the relevant copyright notice or in information otherwise displayed on the Website.

## **12. Termination**

The License herein contained shall be immediately revoked and this agreement terminated by the Gallery in the event of breach of any of the terms herein contained by the Client. Termination shall be without prejudice to any antecedent claim on our part. The Client's access to the Website may be suspended or terminated without prior notice.



**13. Assignment and Third Parties**

Images are supplied to the Client for the purposes outlined in the Licence only and any artwork, printing plates, digital files or film separations using the Image or part of it shall not be lent, sold or otherwise circulated to a third party. The Licence granted is personal to the Client and is not assignable by the Client to any third party without the Gallery's prior written consent. No person who is not a Party to these Terms and Conditions will have the right to enforce them.

**14. Governing Law**

These terms and conditions are governed by the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction to hear and determine any legal proceedings arising pursuant thereto.

**Last updated: July 2018**