

THE CHIPPENDALE SOCIETY

President The Lord St. Oswald
Registered UK charity no. 510046



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1. GRANT OF LICENCE

In consideration of and contingent upon your acceptance of and compliance with all the terms of this licence and the Application, and your payment to us of the licence fee if such is required by us, (**Licence Fee**), we hereby grant to you the following rights (**Licensed Rights**): a non-exclusive, non-assignable, non-sublicensable licence to use the image/s specified in the Application, solely in the media (**Permitted Media**) and for the purpose/s (**Permitted Purpose**) set out in the Application.

2. LICENCE FEE AND PAYMENT

The Licence Fee if such is required by us shall be payable as follows:

Bank account name:	BARCLAYS
Bank sort code:	20 37 13
Bank account number:	80260258

3. LICENSOR'S OBLIGATIONS

We confirm that:

- a) subject to the terms set out in this licence we shall provide the Image to you in such digital format, resolution and size as is reasonably available to us;
- b) we are the sole owner of the Licensed Rights and have full authority to enter into this licence;
- c) the Image does not, to our knowledge and belief, incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, nor does it contain any obscene, blasphemous or defamatory matter, and its exploitation shall not, to our reasonable knowledge or belief, place any person in contempt of court nor in breach of any provision of any statute; and
- d) we are not aware of any claim by any third party that the Image or any pre-existing material incorporating the Image or included within the Image, or the exploitation of the Image by either of us, has infringed or will infringe any rights of any third party and we agree to immediately inform you if we become aware of any such claim.

4. LICENSEE'S OBLIGATIONS

You hereby agree that:

- a) you shall use the Image only for the Permitted Purpose and in the Permitted Media specified in the Application.
- b) you shall not adapt or alter the Image without our prior written consent;
- c) you shall not exercise the Licensed Rights in any way that is or renders the Image obscene, defamatory or in breach of the privacy or any other rights of a third party or of any law in the Territory;
- d) you shall not without our prior approval amend, adapt, use or position the Image so as to suggest that you or any of the persons appearing in the Image endorse any commercial product or service or any political party or belief or use of tobacco or alcohol or other drugs without our prior approval in writing; and
- e) you agree that clause 3. sets out a complete statement of our obligations to you under the terms of this licence, that we disclaim any and all other warranties, undertakings or representations, and that in any event our liability to you under the terms of this licence will be limited to the Licence Fee payable by you.
- f) you indemnify us and shall at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in this licence.

5. CREDIT

You shall accord us credit on any use or reproduction of the Image in the form "© The Chippendale Society", such credit to be placed as close as possible to the parameters of the Image and shall provide contractually in agreements with all other parties who display the Image that they shall accord us the same credit.

6. RIGHT TO ASSIGN

We shall be entitled to assign or license all the rights granted to us under this licence to any third party. You shall not be entitled to assign or sub-license your rights under this licence.

7. GOVERNING LAW

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8. JURISDICTION

You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence.