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Tate Enterprises Ltd
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Company registration number 3173975
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LICENCE / INVOICE

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Client ID : AARELL-01
Invoice No.: 322453
Date : 17-07-2020

P.O. No. : Requested Invoice

This licence covers the one-time and non-exclusive use of a Tate digital image listed within the named PROJECT DETAILS, outlined in the SUMMARY OF CHARGES and subject strictly to our Terms and Conditions.

PAYMENT INSTRUCTIONS can be found before the Terms and Conditions.

PROJECT DETAILS:

Title: Scaling Sarracenia: Ecology of a Model S
Client: Princeton University Press
Media Type: Book Print & Electronic
Publishing Date: June 2021; ISBN: tbd

Rights: World, 1 Language
Print Run up to: 3,000 copies
E-Distribution up to: 3,000 copies

ADDITIONAL INFO:

Full title: Scaling Sarracenia: Ecology of a Model System

Please supply Tate Images with a complimentary copy of the publication as noted in the Terms and Conditions

Images sent upon receipt of payment

SUMMARY OF CHARGES

Image ID: N02231
Artist Name: Blake, William
Title: Epitome of James Hervey's 'Meditations among the Tombs'

Size/Duration: Full page inside /N/A
Usage: Academic book

Reproduction Fee: 107.00

Total Reproduction Fees: 107.00

Subtotal: 107.00
Paid: 107.00

Bal. Due (GBP): 0.00

Payment Instructions

Payment is due within 30 Days & paid in full. Customers are responsible for all bank charges, taxes and/or tariffs.
Cheques Payable in GB Pound Sterling to "Tate Enterprises Ltd" (with Invoice# on the reverse) and sent to Tate Images.
Credit/Debit Card: Please call during office hours 9.30 am - 5.30 pm (UK time) on Tel: ++44 (0)20 7887 8979.
BACS/wire transfer send to: Coutts & Co, St. Martins Branch, 440 The Strand, London, WC2 0QS. Account Name: Tate Enterprises Ltd.
Sort Code: 18-00-02 Account Number: 05 54 93 02, Swift Code: COUTGB22 IBAN Code: GB54COUT18000205549302
BACS payment MUST clearly state the invoice number. Remittance advice to be sent to tate.images@tate.org.uk.

GENERAL TERMS AND CONDITIONS FOR THE REPRODUCTION OF TATE PHOTOGRAPHY

1. BACKGROUND

The Licensee wishes to purchase and Reproduce Photography from Tate, Tate wishes to sell and license Photography to the Licensee and therefore the Licensee and Tate agree that these Terms and Conditions will govern the Licensee's purchase of Photography from Tate and its reproduction.

2. DEFINITIONS

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"Artistic Work" means the original work (artistic, literary etc), as represented within the Photography provided by Tate.

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"Licensee" means any company, partnership, sole trader, individual or other legal entity which has requested or purchased Photography online, or via Tate Images directly.

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"Tate" means Tate Images, a trading arm of Tate Enterprises Limited, a wholly-owned subsidiary of the Board of Trustees of the Tate Gallery (with registered company number 03173975 of Tate, Millbank, London SW1P 4RG).

"Parties" means Tate and the Licensee.

"Order" and "Request" means the on-line forms setting out the Reproduction of Photography by a Licensee. Where the context so allows the singular includes the plural, and the verb includes the noun and vice versa.

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3.1. By placing an Order or Request the Licensee agrees to accept and comply with these Terms and Conditions following purchase or selection of the Photography.

3.2. Any reproduction of any Photography by the Licensee implies acceptance of these Terms and Conditions.

4. DELIVERY

4.1. Depending on how the Licensee Orders or Requests the Photography, the Licensee will be supplied with the Photography electronically upon receipt of payment of the Invoice or prior to payment being received if proof of payment having been made is provided.

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5.1. Permission to Reproduce the Photography is strictly limited to the specific occasions, purposes, means of transmission and target audience detailed on the Licence which is granted by Tate on receipt of cleared funds representing payment of the Fee.

5.2. No rights granted to the Licensee in this agreement may be assigned, loaned or transferred to a third party, without Tate's written authorisation.

5.3. The issuing of a Licence or Invoice is confirmation of the intention to reproduce the Photography and any amount due is subject to our Payment Terms.

5.4. All rights are one-time and non-exclusive, and unless otherwise stated and relevant, Single edition, designated by an ISBN/ISSN Number.

5.5. Any reproduction of the original Artistic Work within the Photography must be a true representation of the original Artistic Work.

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5.9. Photography can be cropped or cut down only to exclude any colour bars, text, or frame, without written permission from Tate.

5.10. Each Reproduction of the Photography must include a Credit which must include the title and date of the Artistic Work, the artist name, and the Photography credit of Photo © Tate.

5.11. The location of the Credit is at the discretion of the Licensee but must be clearly identifiable, visible, and refer directly to the location of the Reproduction.

5.12. Upon notification Tate will, from time to time, specifically request that the Provenance of an Artistic Work is also included in Credit.

5.13. Failure to include a Credit will result in an additional charge of 50% of the original Fee.

5.14. Unless otherwise agreed and where logistically possible, a single copy of any product, publication or publicity material containing a reproduction of the Photography must be supplied to Tate within two weeks of publication or production, as the case may be.

6. COPYRIGHT, PUBLICATION RIGHT AND OTHER RIGHTS

6.1. Tate reserves ownership over all Photography supplied to the Licensee unless otherwise stated in the Licence.

6.2. Where there is Copyright within the Artistic works visible within the Photography, Tate takes no responsibility for any clearance, unless authorised by the Copyright owner or Estate. It is the responsibility of the Licensee, who must satisfy themselves, that any additional permission has been cleared prior to reproduction.

6.3. Where there are any other rights (property, model, likeness, personality, trade mark, design rights, other copyright, or any other type of right) visible or applicable within the Photography, Tate takes no responsibility for any such clearance. It is the sole responsibility of the Licensee to satisfy themselves that any additional releases and / or property rights have been cleared prior to reproduction.

6.4. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising in respect of any Photography from the use by the Licensee of such Photography shall vest in Tate and the Licensee hereby assigns all such rights arising to Tate. The Licensee undertakes that it shall do all such acts and execute any documents reasonably required by Tate to give effect this clause.

7. PAYMENT

- 7.1. On those occasions where an Invoice is requested, or Issued by Tate, the provision of an Invoice is confirmation of the intention to reproduce the Photography and is subject to these following clauses.
- 7.2. Permission to reproduce is granted only after the Fee has been agreed, invoiced and fully paid. Tate reserves the right to refuse permission for Reproduction if an invoice relating to Reproduction remains unpaid. For the avoidance of doubt, Tate reserves the right to charge an additional 100% of the Fee for any unauthorised use of the Photography prior to the Fee having been fully paid.
- 7.3. All Invoices must be settled in full within 30 days of the Invoice being issued by using one of the methods set out on the Invoice. Payment must cover the full invoiced sum plus all bank charges and local taxes.
- 7.4. Failure to pay the Invoice in full will result in a delay in the delivery of the Photography until such full payment is made.
- 7.5. If payment is not made in accordance with the above clause then Tate may rescind this agreement and recover damages.

8. CANCELLATION

- 8.1. If Licensee requests the cancellation of the Invoice in writing within 60 days of the date of the Invoice being issued, but prior to the payment of the Invoice and prior to the delivery of the Photography, Tate will cancel the Invoice.
- 8.2. If Licensee requests the cancellation of the Invoice in writing after payment has been received, but prior to the delivery of the Photography Tate will cancel the Invoice minus a £30 (+VAT) Admin Fee.
- 8.3. If Licensee requests in writing the cancellation of the Invoice after payment has been received, and after the delivery of the Photography, Tate will cancel the Invoice minus a Supply Fee of £50 (+VAT) per Photograph delivered, or £30 (+VAT) per Photograph delivered for Invoices associated to academic Licences.
- 8.4. If after 60 days no payment has been received, no request to cancel the invoice has been received, and no images have been delivered, then the cancellation of the Invoice is not possible and full payment is due.
- 8.5. Only Fees and Copyright Fees can be cancelled and refunded. Any Charges for the delivery of images, scanning and/or new photography must be paid in full.

9. INDEMNIFICATION

- 9.1. Where Copyright to Photography is owned by the Board of Trustees of the Tate Gallery, Tate has adequate and appropriate permission to authorise such Photography for Reproduction purposes.
- 9.2. Where Tate charges a Copyright Fee, Tate has adequate and appropriate permission to authorise such Charges and permissions for Reproduction
- 9.3. Where Copyright within the Artistic Work within the Photography resides with a third party the Licensee agrees to indemnify Tate in respect of any claims or damages or any loss or costs arising in any manner from the reproduction of Photography unless granted under the terms of these Terms and Conditions.
- 9.4. Except for any liability which cannot by law be excluded or limited, neither Tate Enterprises Ltd nor the Board of Trustees of the Tate Gallery shall 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 Photography, whether framed as a breach of warranty, in tort, contract, failure of essential purpose, or charges and fees for such Photography set out in these Terms and Conditions or any related agreement.

10. GENERAL

- 10.1. Nothing in these Terms and Conditions constitutes a partnership, agency relationship or joint venture between the parties.
- 10.2. The Licensee shall not use the name 'Tate', 'Tate Enterprises Ltd' or any similar name in any manner in connection with any Photography, except as expressly set out in these Terms and Conditions or as agreed by Tate.
- 10.3. Tate's failure to exercise or enforce any of its 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.
- 10.4. Tate reserves the right to update these Terms and Conditions from time to time. We will always state at the bottom of these terms the date on which they were last updated and/or amended.

11. LAW

- 11.1. The laws of England and the parties to these terms shall govern these Terms and Conditions and agree to submit to the jurisdiction of the English courts.

February 2020