

GENERAL CONDITIONS FOR LOAN AND HIRE OF PHOTOGRAPHIC DOCUMENTS

THE PHOTO LIBRARY of the National Gallery of Slovenia houses material related to the works of art situated within the borders of the Republic of Slovenia as well as abroad. If the work of art in the image is not the property of the National Gallery of Slovenia, **written confirmation** from the owner of the work of art allowing reproduction **must be obtained** by the client. This must be submitted to the Photo Library **before** the document is issued on loan.

OWNERSHIP OF DOCUMENTS AND RIGHTS: The photographic material kept in the Library of the National Gallery of Slovenia is the property of the National Gallery of Slovenia. This material cannot be sold; it can merely be entrusted on **loan** or **hire**.

OBTAINING RIGHTS: It is possible to obtain the rights of reproduction or presentation: these rights are resigned by the National Gallery of Slovenia for **precisely specified limited use**. Every other use which is different to the one specified (including repetitions!) demands a new advance agreement from the National Gallery of Slovenia and a new payment for the rights.

SHOOTING: If the Photo Library of the National Gallery of Slovenia does not have footage of a work of art in its fund, then the costs of shooting are calculated according to the valid internal price list for such services, which is attached to the gallery Price List for Economic Rights for Using Photographs (if this is not otherwise specified in the contract between the National Gallery of Slovenia and the client).

RE-SHOOTING: If the client is dissatisfied with the quality of the footage from the fund of the National Gallery of Slovenia, the object can be re-photographed. The client bears the costs of shooting (according to the internal price list attached to the gallery Price List for Economic Rights for Using Photographs).

SHOOTING RIGHTS: The works of art from the fund of the National Gallery of Slovenia can be photographed only by the photographer of the National Gallery of Slovenia, or a selected outside collaborator.

RECEIPT: Two copies of a receipt are signed for **each** loan of a photographic document, indicating the loaned material and the duration of the loan. One copy is given to the client together with the material, the other remains in the Photo Library of the National Gallery of Slovenia.

LOAN CONTRACT: A Loan Contract is signed for **each** loan. The contract defines cost (cost of hire, value of the document in case of damage or loss, and any other costs) and obligations (30-day loans, unless agreed otherwise – in cases where items have not been returned without advance notification the National Gallery of Slovenia charges **a late fee** up to the cost of the loan for each beginning month; the client must submit to the National Gallery of Slovenia **a proof test print on paper of the same quality** as the whole of the print run; the client is due to present the National Gallery of Slovenia with **at least one obligatory copy** after the publication has been issued).

COPYRIGHT AND OTHER COSTS: The value of economic rights is specified on the basis of the internal gallery Price List for Economic Rights for Using Photographs. Expenses are specified in the Loan Contract.

TAXES: All prices are stated without taxes!

REFUSAL TO LOAN OR RESIGN RIGHTS: The National Gallery of Slovenia reserves the right to refuse or withdraw any loan or resignation of rights if the client cannot provide adequate guarantees.

RESPONSIBILITY: The client takes **full** responsibility for the photographic documents entrusted by the National Gallery of Slovenia until the moment of their return to the Photo Library of the National Gallery of Slovenia. Before each individual use, the client must notify the user or third person about the limited permitted use, dependent on the rights, granted by the National Gallery of Slovenia. The client is fully responsible for any misuse and its consequences.

JOINT RESPONSIBILITY: If there is a mutual agreement between the National Gallery of Slovenia and the client that the National Gallery of Slovenia issues an invoice to a third party, the Loan Contract must also be signed by the third party. In such a case the client remains jointly responsible for the consequences of the loan, the fulfilment of all obligations to the National Gallery of Slovenia, and in particular all illegal uses or professional errors.

PACKAGING AND LABELLING: All documents must be returned to the Photo Library of the National Gallery of Slovenia in their original packaging.

BORROWED DOCUMENTS: Outside authorised use, it is prohibited to reproduce, transfer or offer (with or without a fee) borrowed documents to another person, particularly photolithographs, films or duplicates.

LOAN FEES: Loan fees for lost photographic documents continue up to the day that contract costs have been **settled in full**.

LOAN RENEWAL: Loan renewal is possible only by advance notification and approval of the National Gallery of Slovenia. In cases of specified use, the National Gallery of Slovenia can extend the loan for a period of **30 days** during which there is **no charge** for the loan!

LOST OR DAMAGED ORIGINALS: Every loss, non-return or damage of a document is charged to the client to the amount specified in the Loan Contract, which the client agrees to when taking possession of the documents. Compensation for such damage cannot be seen as resigning from the rights of use or even ownership and is independent of all rights and costs.

FOUND AGAIN DOCUMENT: If a document has been declared lost or has not been returned within the time stated in the contract and was charged to the client as such, but was later again found, the National Gallery of Slovenia withholds a **min. 10%** of the charged cost in cases when the document is returned within **up to 30 days** from the issue of the invoice, and **50%** if later.

CREDITS TO THE AUTHOR / THE NATIONAL GALLERY OF SLOVENIA:

With regards to copyright laws, the client is **obliged to cite the details** as demanded by the National Gallery of Slovenia along each publication. The correct and full citation of details must appear legibly by each reproduction. If such citations are to be found in the contents or in groups, they should follow the order of the reproductions. Precise and easy identification of each reproduction must be possible.

All omissions of these citations give the grounds for additional charges of rights to the amount of **min. 100%** on the relevant copyright.

OBLIGATORY COPY: Within **30 days of issue**, at least one copy of the complete and original issue featuring the document must be presented to the National Gallery of Slovenia; if the material was published in less than 5 copies then a photocopy of the material suffices as evidential material.

The obligatory copy enables supervision of the agreed use and citation of the required details (specified by the National Gallery of Slovenia).

COMPENSATION: If no obligatory copy is submitted to the National Gallery of Slovenia, the gallery has the right to claim relevant compensation amounting to **min. 100%** of the basic copyright.

National Gallery of Slovenia