

## **General Terms & Conditions**

### **1. Definitions**

The following definitions apply in these General Term & Conditions:

*A work:*

a work of literature, science or art as defined in the Dutch Copyright Act (*Auteurswet*) by an artist represented by Pictoright.

*Use of a work:*

publication and/or reproduction of a work as defined in the Copyright Act.

*User:*

the user of a work and the other party within the meaning of Dutch Civil Code Section 6:231.

*Licence:*

permission for use of a work.

### **2. Applicability**

These General Term & Conditions are applicable to all legal relationships between Pictoright and a user unless they have deviated from these terms and conditions in writing.

### **3. Licence**

The user must have obtained prior copyright permission from Pictoright for the use of a work of a copyright holder represented by Pictoright. Pictoright can only grant permission if the user has submitted a written application for permission (using an application form).

At the moment that Pictoright grants written permission for the use of a work, a licensing agreement will be concluded between the user and Pictoright. Permission is only deemed to have been granted if all the conditions have been met. Use which does not comply with the conditions will be deemed to be use without a licence.

The simple fact that the user of a work pays a fee to Pictoright does not mean that Pictoright's permission has thereby been obtained.

If permission to use a work is granted, this only constitutes the right for a single use or for use during the agreed period. Permission also only covers use in unaltered form for a purpose, print run and manner as foreseen by the parties when the agreement was concluded. A fresh application must be submitted for any other use. In the event of incorrect use of the work by the user, the user will place a rectification following a request to that end from Pictoright, without prejudice to Pictoright's other rights in such a case.

In the absence of a specifically agreed manner of use and/or described purpose and/or print run only that authorisation is deemed to have been given which necessarily results from the nature and scope of the agreement.

Licences granted by Pictoright will not constitute a statement with regard to the authenticity as a work by the artist which can be invoked against Pictoright or the artists or rightholders which it represents.



### **4. Moral rights**

The user will take account of the moral rights under Section 25 of the Copyright Act concerning accreditation (see also Article 5) and respect for the work when using a work. The user will refrain from modifying, distorting, mutilating or otherwise damaging the work.

### **5. Copyright notice**

A clear and complete copyright notice must always be placed below or beside the reproduced work. The correct copyright notice reads as follows:

**© name of artist, original title of the work, (possibly followed by a translation of title), year of creation, c/o Pictoright Amsterdam 2024**

If multiple works by different artists are reproduced in one publication, it is sufficient to include the following text in the credits:

**Copyright on works of visual artists affiliated to a CISAC organization has been arranged with Pictoright in Amsterdam.  
© c/o Pictoright Amsterdam 2024**

The user also undertakes to give the title of the reproduced work and the name of the author of the work in an appropriate place.

### **6. Copyright fee**

The level of the fee will be determined by Pictoright on the basis of the information provided by the applicant and the Pictoright Fees and General Fee Terms in force at that time, which can be consulted on the website of Pictoright. The fees are exclusive of VAT.

The copyright fee must be paid within 14 days of the date of invoicing. If payment is not made within the specified period, the user will be legally in default. Pictoright has the right to claim the sum still owed by the user plus the statutory commercial interest and all the judicial and extrajudicial costs to be incurred.

Pictoright reserves the right to adjust the Pictoright Fees annually with effect from 1 January in accordance with the development of the CBS (Statistics Netherlands) price index and CBS wage index. Pictoright also reserves the right to otherwise amend the Pictoright Fees.

### **7. Specimen copies**

The user must provide Pictoright with two specimen copies of the publication free of charge immediately after publication.

## 8. Audit

The user will allow Pictoright to audit the user's books and documents which relate to the exploitation of the publications in which works of the rightholders represented by Pictoright appear at Pictoright's expense by a registered accountant who is a member of NIVRA. Should the result of the audit differ by more than 5% from the user's statement and settlement, the costs of the audit will be borne by the user. Pictoright pledges complete confidentiality with respect to third parties with regard to all information of which it becomes aware during the execution of this provision.

## 9. Internet

The user of a work on the Internet will provide Pictoright with unrestricted access free of charge to every part of its site where a work is reproduced. If special provisions are required for this, the user will make these available to Pictoright.

The user will ensure that the resolution of the image files used is not greater than 72 dots per inch (dpi) so that the image files are not suitable for further commercial exploitation. The dimensions of the image will not exceed 800 by 600 pixels.

The other party will make no other copies - digital or otherwise - of the image material other than those which are strictly necessary for the production of its website. At the end of the contract period the user will delete the used working copy/copies of the visual material.

In addition to the accreditation described in Article 5, the user also undertakes to place a [Pictoright](#) link to an appropriate place on its website (homepage or rights page) which includes the following text:

**Visitors of this site are reminded that the exhibited works are subject to copyright law. For use of works of visual artists affiliated with a CISAC organization, other than consultation via Internet, permission is required from [Pictoright](#) (hyperlink: <http://www.Pictoright.nl>) Pictoright can be reached by [E-mail](mailto:info@Pictoright.nl) (hyperlink: [info@Pictoright.nl](mailto:info@Pictoright.nl))**

**Mail: Pictoright, PO Box 15887, 1001 NJ AMSTERDAM, the Netherlands.  
T + 31 (0)20 5891840 F + 31 (0)20 41242 69**

## 10. Loss

If one of the above conditions is not met or is not met in full and as a result the author's rights are infringed, Pictoright is entitled to claim the following fixed compensation **in addition to the copyright fee** and to take other legal steps if necessary, without prejudice to Pictoright's other rights in such a case..

- **Use without licence:**  
**200%** of the copyright fee\* with a minimum of €100
- **Use without correct accreditation (see Article 5):**

**100%** of the copyright fee\* with a minimum of €100

- **Use with false accreditation:**  
**200%** of the copyright fee\* with a minimum of €100
- **Breach of integrity by modifying or damaging the work (see Article 4):**  
**200%** of the copyright fee\* with a minimum of €100
- **Combination of the above breaches:**  
**300%** of the copyright fee\* with a minimum of €100

\* As specified in the Pictoright Fees

The specified damages are merely indicative. Pictoright reserves the right to deviate from these.

If the other party has not complied with the provisions of Article 7 then the other party must pay Pictoright the following fixed compensation for the acquisition of two specimen copies

- Price of specimen copy not known:  
**2 x €50**
- Price of specimen copy known:  
**2 x retail price + €10 (excluding VAT)**

## 11. Liability

Pictoright is not liable for any loss or damage resulting from a possible infringement of the intellectual property rights or other rights of third parties in connection with the work. Nor is Pictoright liable for any loss or damage resulting from the user's use of the work other than as agreed with Pictoright.

Pictoright's liability is always limited to the amount paid out under Pictoright's liability insurance in the case in question. If no payment is made under this insurance policy, for whatever reason, Pictoright's liability is limited to three times the amount of the invoice charged by Pictoright to the user in the 12 months prior to the time when the event giving rise to the liability occurred, with a maximum liability of €20,000.

Pictoright's liability will also be limited to claims that the User has reported to Pictoright within one year of the occurrence of the loss or damage in question.