





IMAGE / LOGO REQUEST FORM

TO REQUEST AN EXISTING PHOTO OR LOGO, PLEASE COMPLETE THIS FORM AND RETURN TO DESTINATION SOUTHERN HIGHLANDS:

BY FAX: 02 4871 3515 OR BY EMAIL: TOURISM@WSC.NSW.GOV.AU.

THE IMAGE/S OR LOGO REQUESTED WILL BE SENT VIA EMAIL TO THE CLIENT.

CLIENT DETAILS			
Date:		Date Required:	
Client Name:		Organisation:	
Address:		Town & P'Code:	
Phone:		Email:	

SOUTHERN HIGHLANDS LOGO – NO FEE APPLICABLE			
<input type="checkbox"/>	Southern Highlands		

IMAGE/s			
Image Numbers Are As They Appear On Website			
1. Image No.:		2. Image No.:	
3. Image No.:		4. Image No.:	

IMAGE/LOGO USAGE							
<input type="checkbox"/>	Brochure	<input type="checkbox"/>	Newsletter	<input type="checkbox"/>	Print Media	<input type="checkbox"/>	Letterhead
<input type="checkbox"/>	Signage	<input type="checkbox"/>	TV	<input type="checkbox"/>	Website	<input type="checkbox"/>	Other (please provide details)

IMAGE USAGE FEES		
Please Refer To Terms & Conditions On www.southern-highlands.com.au		
D.S.H. Partner \$22.00 per image per use (includes GST)	Non-Partner \$55.00 per image per use (inc. gst)	Media: Free Of Charge

TERMS & CONDITIONS: I AGREE TO THE TERMS & CONDITIONS OF IMAGE USAGE AS OUTLINED ON THE DESTINATION SOUTHERN HIGHLANDS WEBSITE: WWW.SOUTHERN-HIGHLANDS.COM.AU

AGREEMENT		
Name:	Signature:	Date:

PAYMENT DETAILS				
Credit Card Type:		Name On Card:		
Card No.				Exp. Date: /
Amount:	\$	Signature:		

Terms & Conditions

This is a legal agreement between you ("you") and Destination Southern Highlands (DSH), of 62-79 Main St, Mittagong NSW. You should read this Agreement in its entirety before you request any image appearing on this website ("image").

DSH warrants that it has the permission of the copyright owners of the Image to enter into this agreement with you.

If you enter into this Agreement to use an Image in accordance with the terms of this Agreement on behalf of another person ("principal"), the licence granted and restrictions and limitations set out below apply to your principal as well as to you as a representative of your principal. Should you cease to be authorised to act on behalf of your principal, your principal may continue to operate under this Agreement.

You warrant that you are authorised to enter into this Agreement to use an Image pursuant to this Agreement. You hereby indemnify DSH for any loss, claim, damage or action arising as a result of any Image pursuant to this Agreement. You hereby indemnify DSH for any loss, claim, damage or action arising as a result of any breach of the Agreement committed by your principal.

In this Agreement, "you" refers to and includes you, your principal and any third party as the context permits.

Grant of licence

1. DSH grants to you, and your principal if you are licensing on behalf of another person, a non-transferable and non-exclusive licence to use the Image you have selected on the terms & conditions of this Agreement.

Scope of licence

2. The Image may be used only for the purpose described in your application and authorisation notification or as otherwise notified to DSH.

Limitation of licence

3. Defamatory, libellous, scandalous, misleading, pornographic or otherwise unlawful use of the Image is prohibited.

4. The use of any logo or trademark appearing in the Image must be used in a manner permitted by the logo or trademark owner. This licence does not grant any rights to use any logos or trademarks.

5. You shall not copy (electronically or otherwise) the Image except for the purpose described in your application and authorisation notification.

6. You shall not alter, modify or adapt an Image without the prior consent of DSH.

7. You shall not disclose the Image to any third party without the prior consent of DSH and you shall take all reasonable efforts to prevent the disclosure of the Image to an unauthorised third party and/or the use of the Image by an unauthorised third party.

8. The rights and permissions granted to you under this Agreement are personal. Except as specifically provided in this Agreement, the Image may not be assigned, transferred, sublicensed or re-sold or otherwise made available for use or distribution separately or detached from a product or web page.

9. The Image must not be downloaded to create, establish or form any part of an online interactive stock photo library.

10. DSH grants to you a licence to use the Image subject to the terms and conditions of this Agreement in consideration of the fee payable in respect of the Image. The fee payable in respect of each Image is as set out on this site.

11. All fees and prices are subject to change at the sole discretion of DSH. Fees are to recover administrative costs and are not in consideration of royalties.

12. Fees owing to DSH for the purchase of a licence to use an Image will be invoiced by DSH and payment must be made within 14 days.

13. Payment of any fee or price owing to DSH for the purchase of a licence to use an Image entitles you to use the Image, subject to the terms and conditions of this Agreement.

14. Agreement to purchase a licence to use the Image shall be deemed to be concluded at the time at which you receive the Image.

Warranties & indemnity

15. To the extent permitted by law, DSH shall not be liable to you, your principal or any other person or entity for any general, special, specific, direct, indirect, consequential, incidental or other damage or loss arising out of this Agreement or otherwise.

16. You warrant that you will not access, view, download or attempt to download an Image, data file, or other material from this site which is in any way prohibited by or which breaches the laws of the jurisdiction in which you are currently situated and/or permanently reside and/or conduct business and/or intend to use the Image.

17. You hereby agree to indemnify DSH against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment suffered, paid or incurred by DSH as a result of:

- a) You or your Principal's or any authorised person's use of an Image, data file, or other material contained on this site;
- b) You or your Principal's or any authorised person's failure to fulfil any obligations imposed on you by this Agreement; or
- c) Any other matter arising out of this Agreement.

18. Use of the Image must be in compliance with all applicable laws, including, but not limited to, laws and regulations relating to currency and the law of moral rights.

19. You warrant that you will not breach any of the author's moral rights in relation to the Image as set out in this Agreement, whether or not in the course of reproducing in a material form, publishing, transmitting or exhibiting the Image or otherwise.

Moral rights – Acknowledgements & Credits

20. A credit line in the following form must appear adjacent to the Image in respect of each use of the Image:

"Photo: Courtesy Destination Southern Highlands". The credit "Destination Southern Highlands" is not to be abbreviated.

Jurisdiction

21. This Agreement is governed by the laws of the State of New South Wales in the Commonwealth of Australia and each party hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

General

22. All rights to the Image are owned by DSH and/or its creators and are protected by Commonwealth of Australia copyright laws, international treaty provisions and other applicable laws.

23. DSH and the Image's creator retain all rights not expressly granted by this Agreement.

Termination

24. The licence contained in this Agreement will terminate automatically without notice from DSH if you, or your Principal, if you are licensing on behalf of another person, fail to comply with any provision of this Agreement.

25. Upon termination you, or your Principal if you are licensing on behalf of another person, must immediately:

- i. Stop using the Image, and
- ii. Delete the Image and all copies of it from magnetic media and destroy all other copies or, upon the request of DSH, return all such copies to DSH.

26. DSH reserves the right to discontinue the use of any Image for any reason and to elect to replace the Image with an alternate Image.

27. Upon notice from DSH of any discontinuance of a licence for a particular Image, the licence to use the discontinued Image contained in this Agreement will terminate and you, and/or your Principal agree not to use the Image in the future in any manner or form whatsoever.