

# BRITISH LIBRARY

## Application for a copy of a wildlife sound recording

### CUSTOMER DETAILS

NAME

ORGANISATION

DAYTIME TELEPHONE NUMBER

ADDRESS

EMAIL ADDRESS

### FORMAT

PLEASE TICK ONE OF THE FOLLOWING BOXES

CD-R

Other format (please state)

\* Dolby B will not be used for wildlife recordings unless requested otherwise

### CHARGES

RESEARCH FEE

£87 per half hour (for orders over 10 recordings only)

The research fee is calculated according to the length of time taken to complete the identification of recordings and their availability for copying. Please note that the research fee is payable whether or not copies of the recordings are subsequently supplied.

PLEASE TICK ONE OF THE FOLLOWING BOXES

I would like Sound Archive staff to undertake research on my behalf and understand that the research fee, calculated as described above, will be added to the charges.

I do not require research to be undertaken on my behalf.

COPYING CHARGE

£50 per operator hour (£20 minimum)

Copying charges are calculated by the length of time taken to make the copy, not the duration of the recording. There is no additional charge for materials.

On receipt of a completed copying order we will contact you to advise you on the research fee and copying charges that will result from your order. All charges are payable by cheque or credit card. VAT is charged extra at a rate of 20% to all customers within the European Union. Delivery time is subject to preservation condition of the recording and receipt of all necessary copyright permissions.

### STATE THE PROPOSED USE OF COPIES HERE

**DETAILS OF REQUESTED SOUND RECORDING(S)**

**Species name**

**Sound Archive recording  
reference call number**

**Wildlife reference number**

The British Library  
Wildlife Sounds Section  
96 Euston Road  
London NW1 2DB  
United Kingdom

T +44 (0)20 7412 7403  
F +44 (0)20 7412 7441  
wildlifesound@bl.uk

**For office use only**

## DECLARATION

For the purposes of supply:

"British Library" means the British Library Board, a body corporate established under The British Library Act 1972. "British Library Licence" shall mean a separate licence for Reproduction.

"Client, You, Your" as appropriate shall mean the company or individual in receipt of this consignment and Terms and Conditions.

"Copyright Owners" shall mean owners of copyright in the Recording(s) and/or the work(s) and/or the performance(s) embodied in the Material.

"Material" shall mean an audio cassette (Dolby B), VHS video, DVR-R video, CD-R or any other format that may be provided to the Client in this consignment, including the Recording(s) and/or work(s) and/or performance(s) contained in any of the above.

"Reproduction" shall mean broadcast, public performance and any other form of communication to the public including by way of the Internet or copying of the whole or part of any Material whether altered or not, and derived from any Material by any other means.

"Recording" shall mean an audio or audiovisual recording of a single musical or literary work or spoken interview or sound effect or any other discreetly identifiable sound.

"Terms & Conditions" shall mean the conditions to which the Client is bound.

I understand and agree to the following Terms & Conditions:

- a. The British Library reserves the right not to supply recordings at its discretion.
- b. Provision of the Material is conditional upon payment of the British Library's charges.
- c. Provision of the Material is conditional upon the Client obtaining all relevant copyright permissions required for the making of the copies from the Copyright Owners in writing and submitting the original written permissions to the British Library prior to the copies being made.
- d. The Material(s) shall not be put to any use other than the declared use by the Client without the prior written permission of the British Library and of the Copyright Owners.
- e. No rights or Reproduction whatsoever are implicit in provision of the Material. For the avoidance of doubt any Reproduction will be subject to rights granted under the British Library Licence and, where appropriate, by the Copyright Owners.
- f. The British Library reserves the right to make working copies (in order to reduce wear or damage to original recordings) as may be needed for the production of the Client's copy, and to pass on to the Client any charges incurred by such extra work. Clients will be advised before work proceeds of any extra charges.
- g. Orders are subject to a limit of six Recordings (no repeat orders) unless a specific commercial, educational or research project is named and agreed.
- h. Nothing in these Terms and Conditions constitutes a partnership, agency relationship or joint venture between the parties.

- i. Until the British Library has invoiced the fee the British Library is not committed to grant any Reproduction rights, if appropriate, in the material by way of separate licence. If after invoicing but before payment the Client requests cancellation, the British Library may in its discretion cancel, subject to the Client paying a fee.
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- l. While the British Library takes all reasonable care in the performance of the terms herein, the British Library shall not be liable for any loss of any Material delivered to the Client.
- m. All Material delivered to the Client shall be presumed to have been received in good condition, unless within 3 days of receipt the British Library receives notification of any discrepancy or damage.
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- o. Except as may be otherwise expressly stated in these Terms and Conditions, the British Library excludes to the fullest extent permitted by law, any warranty, express or implied, regarding the Material, or its availability. The British Library will not be liable for any damages of any kind arising from the use of the Material or its unavailability, including, but not limited to the loss of profits and any direct, indirect, incidental, punitive and consequential damages. The British Library has used reasonable efforts to ensure the accuracy, correctness and reliability of the Material, but we make no representations or warranties as to the Material's accuracy, correctness or reliability. It is your responsibility to ensure the Materials are fit for purpose.
- p. The terms set forth in these Terms and Conditions, together with the invoice and the British Library Licence represent our entire agreement concerning the delivery and use Material by the Client.
- q. The British Library reserves the right to cancel an order or suspend or delay delivery without being liable for any loss or damage if supply of Material is prevented or delayed by reasons of war, civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other cause or circumstances beyond our control.
- r. These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to submit to the jurisdiction of the English Courts.

SIGNED

DATE