

COPYRIGHT POLICY

Royal Armouries wants to excite people about arms and armour and it therefore strives to make it as easy as possible for the public to Use its Content where practicable.

The following document sets out the Royal Armouries' policy on the Use that may be made of this Content.

Definitions

Throughout this document and in the Appendices attached to it the following terms shall have the meanings given beside them:

Attribution means a copyright attribution in the form of “© [copyright owner’s name][year Content was created]” followed by the words “Contains Royal Armouries information licensed under an adapted version of the Non-Commercial Government Licence. For further details

see www.royalarmouries.org and the terms **Attribute** and **Attributes** shall be construed accordingly

Commercial Use means any Use that is not a Non-Commercial Use

Content means text, information, images, photographs, film, sound recordings and software

Crown Copyright means the copyright the first owner of which is Her Majesty by virtue of the fact that the Content in which such copyright subsists was made by Her Majesty or by an officer or servant of the Crown in the course of his or her duties

FOI Regime means the regime set out under the Freedom of Information Act 2000

IPR means all patents, trade marks, trade names and domain names, service marks, rights to inventions, copyright and related rights, rights in get-up, rights in goodwill, unfair competition rights, rights in designs (whether held in physical or electronic format or otherwise howsoever), database rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights (both existing and future), in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewal or extensions of, such rights and similar or equivalent rights or forms of protection in any part of the world

Non-Commercial Use means Your Use of Content in good faith on a temporary basis for the purposes of personal or private viewing, interaction or listening as further described in the section below entitled “What does Non-Commercial Use mean?”

Our Crown Copyright Content means Content in the possession of the Royal Armouries in which Crown Copyright subsists

Royal Armouries means the Board of Trustees of the Armouries based at the Royal Armouries Museum, Armouries Drive, Leeds, LS10 1LT and references to **We**, **Our** or **Ours** in this document or its Appendices shall be construed as references to Royal Armouries

RPSI Regime means the regime set out under the Re-use of Public Sector Information Regulations 2015

Third Party means a person or entity that is neither You, Royal Armouries nor the Crown

Use means the accessing, storing, copying, quoting, reproduction, extraction, re-utilisation, broadcast, public performance or the making available to the public by any means of all or any substantial part of the Content in question

You means the person or legal entity seeking to Use Content and the terms **Your** and **Yours** shall be construed accordingly

Overview of Your rights to Use Content

You may:

- make **Non-Commercial Use** of Royal Armouries Content with only a few exceptions provided that You fully adhere to the terms and conditions set out at Appendix One
- make Non-Commercial Use and/or Commercial Use of Our **Crown Copyright** Content with only a few exceptions provided that You fully adhere to the terms and conditions set out at Appendix One
- make **Commercial Use** of Royal Armouries Content provided that you enter into a written contract with Us substantially on the terms and conditions set out at Appendix Two and fully adhere to those terms and conditions

Restrictions on Your Use of Content

In all cases You may not:

- make any Use of Content where it has been clearly indicated that the IPR belongs to **Third Parties** other than the Crown (if You wish to contact the rights holder please contact Our Image Library and We will try to help. Naturally, Our resources are finite and there are restrictions on Our capacity to undertake extensive research projects, for free but We will do all we reasonably can to help);
- Use Royal Armouries Content or Our Crown Copyright Content in any way that might bring the Royal Armouries into **disrepute**, including any Use in pornography, in association with violent or political agendas, in order to incite hatred or in any manner that is contrary to UK law or Our reasonable expectations in protecting Our brand and reputation; or
- Use Royal Armouries Content or Our Crown Copyright Content in a way that We may reasonably judge trivialises, sensationalises, inappropriately de-contextualises or **demeans the subject matter**.
- present inaccurate or **distorted reproductions**, colour treatments, alterations or adaptations of Content except where other terms specifically permit this
- publish any **translations** or transcriptions of Content, except where other terms allow it
- **falsely attribute** authorial or copyright credits
- remove any Royal Armouries **metadata** from digital file formats
- undertake any unauthorised **text/data mining** of Content and metadata
- use the **Royal Armouries' logo**, brand identities or trademarks without Our prior written consent
- use the Content in a way that suggests that You enjoy any **official status** within Royal Armouries or that We support or **endorse** your goods, services or principles.

What does Non-Commercial Use mean?

In principle, any Use of Content that is not intended for or directed toward commercial advantage or private monetary compensation or otherwise the furtherance of professional or commercial agendas is likely to be 'Non-Commercial'. For the avoidance of doubt Royal Armouries may consider the following Uses of Our Content or Our Crown Copyright Content as Non-Commercial Use:

- non-commercial research
- private study
- lawful and honest criticism and review
- Use within an educational establishment (such as a school, college or university) such as in free educational lectures and classes
- for the purposes of an educational examination, by a recognised UK exam authority downloading Royal Armouries film and sound recordings for offline listening or viewing for personal use (format shifting)
- downloading and printing of Royal Armouries learning content and whiteboard resources for non-commercial educational use
- embedding links to Royal Armouries film and sound recordings in free to access newsfeeds, blogs, news or general information websites or on social media, where embedding is offered
- embedding or loading Royal Armouries news feeds (RSS)

Statutory exceptions to copyright also apply in certain situations. It is Your responsibility to satisfy Yourself that an exception (such as fair dealing criticism and review, quotation, or reporting a current event) applies. These terms and conditions do not seek to limit your statutory rights.

What does Commercial Use mean?

The basic rule is that all Use that is not Non-Commercial Use will be Commercial Use. If You have any doubt as to whether Your intended Use is a Commercial Use or not it would be sensible to assume that it is Commercial Use and get in touch with Us.

When You are charging for whatever it is that Uses Content or if You Use Our Content to promote a business or commercial endeavour which does charge (regardless of whether a profit or surplus is made) you will need to apply to Us for a Commercial Use license in the form attached at Appendix Two.

As well as obviously commercial activities such as merchandise production, Use of images, film or sound editorially in films or on television, in publications that are sold, in advertisements and commercial promotions, the Royal Armouries would usually regard the following uses of Content as Commercial Uses:

- use online or in print by commercial organisations, including (for the avoidance of doubt) trading arms of charities

- use on an individual's website in such a way that adds value to their business, or for promotional purposes, or where offering a service to third parties (including social media)
- use by university presses in publications online or in print
- use in publicity and promotional material connected with commercial events
- unsolicited use of images by news media, including front covers and centre-page spreads
- use in commercial publications
- use in company or charity annual reports
- use in compilations of past examination papers
- use by commercial galleries and auction houses
- use by universities for student or staff recruitment or business development

Under charity law, conflicts can arise when one charity is seen as assisting another. Therefore Royal Armouries needs to treat other charities (and their trading arms) as if they were "commercial" organisations.

In some cases, for example where We receive a request for the Commercial Use of Our Content or Our Crown Copyright Content in computer games, permission to make Commercial Use will be subject to the approval of the Royal Armouries ethics committee who will decide if the Use requested complies with the principles set out in this document and is otherwise lawful and appropriate. The decision of the Royal Armouries ethics committee is final.

What rates will You be charged for the Commercial Use of Our Content?

Our standard rates for the Commercial Use of Royal Armouries Content can be found here [provide hyperlink].

RPSI Regime

The Royal Armouries is subject to the RPSI Regime and is committed to complying in full with its obligations under that regime and to go further and embrace obligations under that regime that are optional rather than compulsory.

For the purposes of the RPSI Regime:

- details of the Royal Armouries' public task can be found here www.royalarmouries.org/transparency/public-sector-information-public-task
- the Content comprising or contained within this Royal Armouries website should be regarded as an information asset list setting out the Content available for Use under the RPSI Regime.

Royal Armouries Contact details

General advice

If You would like to ask for general advice about Using Our Content or Our Crown Copyright Content please contact:

library@armouries.org.uk

Use of Content

Requests for 'Non-Commercial Use', 'Commercial Use' and 'Crown Copyright' licences should be directed to:

licensing@armouries.org.uk

Requests under the FOI Regime

For requests under the FOI Regime please contact:

foi@armouries.org.uk

Complaints and redress

For complaints and redress in relation to this policy or any act or omission of Royal Armouries please contact:

malcolm.duncan@armouries.org.uk

Brand licensing

For all other questions about licensing Our IPR please contact:

licensing@armouries.org.uk