

Terms & conditions for access and use of RÚV archive materials

1. Scope of terms & conditions

- 1.1. These terms and conditions apply when RÚV provides materials that a client has ordered from the RÚV archive.
- 1.2. Further conditions may apply for the delivery of materials and may be subject to refusal due to licencing and other agreements RÚV makes with rights holders, or to production contracts related to the material. Icelandic laws and regulations may also stand to prevent delivery, or lead to the imposition of further conditions.
- 1.3. By ordering materials from the RÚV archive, the client agrees to be bound by these terms and conditions.

2. Ordering

- 2.1. Orders shall be made on the archive's webpage. Orders must include client contact information, a detailed description of the materials requested, its duration, and intended use. Clients are responsible for providing reliable information. The submission of an order to the RÚV archive does not guarantee that it will be possible to provide the requested materials, or that RÚV will approve its delivery.

3. Delivery time

- 3.1. Orders are usually processed in the order they are received. Delivery time is on average five (5) working days, though the time taken to deliver materials can vary due to levels of demand and the size of orders submitted. If delivery takes longer than expected, RÚV is not liable for any direct or indirect loss or damage caused by the delay.
- 3.2. In extenuating circumstances, orders may be processed faster. In such cases, at least 48 hours' notice are required for delivery.
- 3.3. Additional costs may be associated with urgent orders in accordance with RÚV's published pricing.

4. Implementation of contract

- 4.1. The contract on delivery and use of materials takes effect when RÚV approves a client's order and/or parties to the contract have signed a written agreement.
- 4.2. If payment for materials is delayed, RÚV reserves the right to annul the contract with immediate effect, including the client's right to use the materials.

5. Usage rights

- 5.1. Materials will be delivered with the rights agreed upon when the order is processed, for the production or other usage as laid out in the order. Any additional rights to the materials, further use, or use for other purposes must be agreed upon in a written contract between the parties.
- 5.2. Approval to use the delivered materials does not confer exclusive rights to their usage unless specifically agreed upon in writing. Usage rights cannot be transferred to third parties unless specifically agreed upon in writing. Clients are only given the right to use materials under contract. RÚV retains proprietary rights and all other intellectual property and usage rights to materials owned by RÚV.
- 5.3. If a client does not abide by the terms agreed for the usage of materials, RÚV may rescind usage rights without notice. The client is liable for all loss or damage incurred by use of materials in breach of the agreed contract.

6. Liability

- 6.1. If materials contain copyrighted material which RÚV does not have the right to provide for production, the client is responsible for securing approval from the rights holder(s) beforehand, and to contract directly with the rights holder for the usage of the materials. Such audio-visual material may for example be copyright protected music, literary material, or other artwork used in the material, or films, photographs, or sound recordings owned by third parties. In such instances, materials are not delivered until the client provides proof of permission to use the copyrighted materials in the agreed manner.
- 6.2. The client is responsible for the material being used in the manner agreed upon under contract and that its use is legal and ethical, and that the content

is not used in such a way as to be harmful to RÚV, other rights holders, those who participated in production of the material and/or persons appearing therein.

6.3. RÚV is not liable if the materials cannot be used for reasons connected to the client, the client's actions or inaction, or the rights of third parties.

7. Copies of materials

7.1. RÚV does not provide clients with original recording from the RÚV archive, instead RÚV provides digital copies of recordings in an agreed format offered by the archive.

7.2. Orders must give an accurate account of the type and quantity of materials requested. The client shall specify and select materials in as accurate a manner as possible in advance, for example after watching or listening to materials at RÚV headquarters, or in another manner agreed upon in advance.

7.3. The RÚV archive does not provide unedited copies of entire television or radio programmes or films unless the material is to be used in its entirety (for example at film screenings).

7.4. Clients are not permitted to use or copy materials in any manner not specified in the contract, or to provide materials to third parties, or store them in databases. When use of the materials is complete, or the contract expires, materials must either be deleted or returned to RÚV at the client's expense. Clients are required to prevent unauthorised use of materials by all reasonable means.

8. Mistakes in delivery

8.1. Clients must check materials as soon as they are received and notify RÚV within reasonable time, and no later than 30 days after receipt, of any technical flaws. Such flaws or errors shall be notified to RÚV in writing. After this time, RÚV bears no responsibility for any flaws discovered in the material.

8.2. RÚV's liability for flaws in materials provided is limited to the provision of a new, unflawed copy. If unsuccessful, RÚV shall refund the administration fees paid by the client.

9. Obligation to report

- 9.1. The price for materials is usually dictated by the quantity of materials to be used, as well as what their anticipated use will be. If the client does not use all the agreed upon material, they shall notify RÚV how much was used within the timescale agreed upon, or which is specified in the order, but not later than 30 days after materials are provided. If the client does not notify within the timeframe outlined above, the full use of all materials shall be billed.
- 9.2. The notification of usage shall be made in writing and must give precise information on the name of the client and the amount of materials, reference number and time codes of materials used in the production (if produced using software which shows linear timecode).

10. Charges for use of materials and services

- 10.1. The client shall pay RÚV the price agreed upon in contract or another manner for the use of materials and services. The cost of rights to use the materials is dependent on the type and quantity of materials, their anticipated use and methods of exposition and/or distribution of the production (if it is a production). The service will be priced in accordance with RÚV's price list. RÚV reserves the right to change its prices.
- 10.2. Administration fees are always charged, even if materials provided are not used.
- 10.3. Charges shall be paid according to the invoice issued by RÚV.

11. Payment terms

- 11.1. The invoice due date is specified on the invoice.
- 11.2. RÚV reserves the right to apply interest in accordance to law if invoices are not paid in a timely manner.

12. Other terms

- 12.1. The content of materials may not be changed without permission from RÚV, and the materials must not be changed in a manner which breaches the dignity of RÚV, the creators of the material, or those appearing in it or connected to its production.

12.2. RÚV shall be credited as the owner of the material, and its creators named in an appropriate manner in connection to its use.

13. Limitations

13.1. RÚV does not provide copyright protected materials for use in advertising except with written approval of rights holders.

13.2. News footage is not provided for use in advertising or promotions for companies or individuals except with special permission from RÚV News.

13.3. RÚV does not provide morally inappropriate materials.

13.4. RÚV does not own or control the rights to all materials shown on its media or stored in its archive. RÚV is not permitted to provide copies of such materials without written permission of the rights holders, which must be secured by the client before RÚV provides copies of the requested materials.

14. Unauthorised use

14.1. Unauthorised use or use that runs counter to these terms and conditions, or those agreed upon in contract, may lead to further action from RÚV, including potential court action.

15. Force majeure

15.1. RÚV is not liable for materials not provided in accordance with the order/contract if such delays are caused by unavoidable factors.

15.2. If such unavoidable factors last for more than four consecutive weeks, the contract between the parties for the delivery of materials shall become void.

Definitions

- Parties to the contract: RÚV and the client.
- Materials: All types of television and radio programming, films, and clips thereof, as well as other audio and/or visual materials, photographs, scripts, and other works produced by and/or for RÚV.
- Production: Sound or picture production by the client or other party that the materials shall be used in (for example television, film, or other broadcast production; all publication, posts on social media or websites, CDs, DVDs or other retail productions; materials for online showing; plays, public performances or other official events; books, magazines or other printed materials).

- RÚV price list: The advertised prices charged by RÚV, regularly updated and published on the RÚV archive webpage <https://www.ruv.is/safn>.
- RÚV: Ríkisútvarpið ohf. (the national broadcasting company of Iceland).
- Contract/agreement: A tailored agreement made between the parties to the contract for the provision of materials based on these terms and conditions and the specifics outlined in the order, as well as (in some cases) on the bases of a written agreement with appendices and/or other written agreements between the parties in which the provision of materials of their terms of use are defined.
- Terms & conditions: These terms and conditions of the provision and use of materials from the RÚV archive.
- Client: An individual or legal entity requesting materials from the RÚV archive.
- Service: The work RÚV undertakes to perform in connection to the provision of materials from its archive, such as information gathering, viewing and listening, copying materials, or other processing.

These terms and conditions may change without prior notice.

Last updated 14th February 2023.