

Fees, Terms & Conditions of the Image Order & Copying Service for Implementation from 23rd February 2024

The Nelson Provincial Museum’s (the Museum) image license and supply fees help offset the costs of operating digital repositories and offering an on-demand image service.

We offer discounts and fee waivers for pre-digitised images for select Nelson-Tasman organisations, mana whenua iwi and local teachers and students. [Contact us](#) for more information on fees and discounts.

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Fees

Standard Rate:

\$30 per image for scholarly or non-commercial use (within NZ).

Includes

- Object retrieval and digitisation (negatives or small 2D works only)
- Rights Check
- Permission Agreement
- Digital file transfer

Copying:

\$1 per A4 page for in-house photocopying and digital transfer (for Non-Original Documents and Reference Collection where permitted). Does not apply to pictorial works. Excludes postage.

Fees:

License Use	\$NZ Fees Per Image (unless stated otherwise) (Inc GST)	International (Inc GST)
Non-commercial, educational or scholarly use including family history, publications, exhibitions, educational purposes	Standard Rate \$30	Standard Rate \$30
Book Cover for any commercial publication	\$250	\$540
News media outside Te Taihu	Standard Rate \$30	\$100
Commercial use for products, merchandise and advertising	Please enquire	Please enquire

Object Photography, Commissioned Photography or with special requirements	Special Pricing starting at \$60 per hour. Please enquire.	Special Pricing starting at \$60 per hour. Please enquire.
Filming (per hour)	\$150	\$200
Digitising motion picture/magnetic tape/VHS	Special Pricing, please enquire	Special Pricing, please enquire.
Re-issue permissions for digital files or prints issued prior to 2016.	\$25 for up to five files/prints (plus any applicable new license fee).	
Urgent Processing	\$60 per image	\$60 per image
Digital File Transfer (applies to all non- Standard Rate orders)	\$30 per image	\$30 per image

Terms and Conditions

Image Order Service

- a. Image orders are processed on the service days listed on the Museum’s website or as otherwise advertised.
- b. Non-urgent orders are dispatched within ten working days following payment.
- c. Urgent orders are dependent on staff availability. The Museum reserves the right to decline urgent orders. Urgent orders are processed within 1-9 working days of payment being received or as agreed in advance (additional fees apply.)
- d. The Image Service may experience periodic delays or interruptions due to a high volume of orders or limited staff availability. The Museum endeavours to notify clients if processing is expected to take longer than ten working days.
- e. The Museum will apply discretion to the number or frequency of fee-waivered images provided to each client to maintain ongoing service delivery for all clients.
- f. Fee waivers apply to objects that are already digitised. Standard rates and other fees apply to non-imaged objects.
- g. Fee-waivered images are still subject to an urgent processing fee if required within 1-9 working days.

- h. Any imaging or filming activity is guided by the current condition and handling requirements of the collection object. The Museum reserves the right to decline any image order if the handling or imaging activity puts an object at unnecessary risk.
- i. Photocopying strictly applies to non-original documents or Reference Collection works where permitted, and at the discretion of the Curator or Archivist. No pictorial material will be photocopied.
- j. The Museum reserves the right to decline an image order if the required resources are unavailable to produce an image of suitable quality as defined by the Museum imaging staff.

Licenses and Permissions

- k. The Museum grants the License Holder a non-exclusive and non-transferable right to reproduce the licensed image.
- l. Use of a licensed image is granted for a single publication, print run, time period, exhibition/display, website, product line or media production as defined in the Permission Form.
- m. The License Holder is permitted to transfer the licensed image to their relevant sub-contractors or employees in the process of producing the material, publication or content featuring the licensed image as defined in the Permission Form.
- n. The License Holder may not make a licensed image available in a manner intended to allow or invite a third party to download, extract, redistribute or access the licensed image as a standalone file.
- o. Photographic Prints historically supplied by the Museum (without a digital file) will not be re-issued a new license for digitisation and publication. Clients will need to order a new digital file to ensure a quality reproduction.
- p. Additional licenses are required to use a licensed image for any other reasons, publications or products not approved in the original Permission Form. Additional fees may apply to re-issue permission and for proposed new use.
- q. The License Holder will apply all captions or acknowledgements as stipulated in the Permission Form including those provided by any known external copyright holder.
- r. License Holders will not modify a Licensed image in any way including cropping, re-colouring, or artistic modification, without explicit permission in the Permission Form.
- s. License Holders for television or media productions must include footage showing the whole object if they are to show zoomed or cropped detail.
- t. License Holders will not use a Licensed image in an objectionable way that violates the terms of Films, Videos, and Publications Classification Act 1993.

Web Pages and Social Media

- u.** The Museum supports the sharing of collection content online but does not permit the sharing of images which are still under copyright. Clients will be informed of the copyright status as part of their purchase. Clients who post images under copyright to social media may be subject to further action by the Museum.
- v.** The Museum encourages visitors and clients to share images by linking to any official Museum web-based platform or social media page or from the Museum's Collections Online
- w.** Approved web pages that display licensed images, where possible, must embed links to the Museum's online collection to allow viewers to trace the source of the image.

Copyright and other Restrictions

- x.** The Museum follows all relevant legislation in the reproduction and imaging of objects from the collection for public access and use. On rare occasions, the Museum may need to apply reproduction restrictions that were agreed when the object was acquired.
- y.** Unless otherwise agreed, the Museum retains copyright (where applicable) over all licensed images.
- z.** The Museum does not charge a copyright fee for images where copyright is held by the Museum.
- aa.** Where the Museum does not hold copyright, the client is obliged to seek permission of the copyright holder to reproduce the work.
- bb.** The Museum may assist with contacting the copyright holder but cannot guarantee communication, approval, nor a waiver of fees.
- cc.** The Museum does not inform but may administer any fees issued by an external holder of copyright.

Orphan or Untraced Works

- dd.** The Museum may grant image licenses for works where the copyright status is unknown or considered to be out of copyright, and for works which have a known but untraced copyright holder.
- ee.** Clients will be informed if a work is considered an orphan work or with unknown copyright status.
- ff.** The Museum makes no guarantees that copyright holders of orphan or untraced works may emerge or be found after an image license is granted.
- gg.** The License holder for an image of an orphan or untraced work cannot hold the Museum responsible for any actions or requests from the copyright holder after the license is granted.

Image orders of Taonga or pictorial works containing Māori

- hh.** Image orders for taonga or pictorial works containing Māori must include documentation as to the purpose of the request and/or an abstract of the proposed publication.
- ii.** Image orders of taonga or pictorial works containing Māori require approval by the Te Taiao Komiti which may take at least 2 weeks. The Te Taiao Komiti reserve the right to a longer period of consultation and to request additional information.

Image orders of Cultural, Graphic or Sensitive Material

- jj.** The Museum does not withhold nor censor any object for open public access.
- kk.** Image orders for any object that are considered tapu, culturally sacred or secret, graphic or sensitive are assessed against the Museum's criteria for reasonable public access.
- ll.** The Museum must be satisfied that proposed uses for images that contain tapu, culturally sacred or secret, graphic or sensitive material will ensure the dignity of the people or cultures associated with the object, and the comfort and well-being of viewers. Be aware that you may be required to provide proof of appropriate cultural or family permission.

Format, Commissioned Photography and Digital File Modification

- mm.** The Museum can provide images in RAW, Tiff and JPG depending on the needs of the client. Image orders are sent as JPGs unless otherwise requested.
- nn.** The position, angle, lighting, detail, and post-production correction, for a non-commissioned image are defined by the Museum according to internal standards and object documentation needs.
- oo.** Images of photographic negatives are supplied inverted and corrected appearing in positive format unless requested otherwise.
- pp.** Requests for variations to existing standards and formats constitute commissioned photography or digital file modification/enhancement and may attract fees.
- qq.** The terms and format of commissioned photography, or commercial filming must be agreed in writing by both parties at least 2 days in advance of work commencing.
- rr.** The Museum will transfer all commissioned images to a client once the client has approved a preview image and has paid the invoice.
- ss.** The Museum reserves the right to request a deposit for any commissioned photography, with the balance to be paid before the images are released.

Disputes

- tt.** Clients may be eligible for a refund if their order is not received after 15 working days following payment. Orders should be processed within 10 working days as standard practice.
- uu.** The Museum will not issue refunds for orders dispatched after payment unless there is an error directly attributable to the Museum e.g., incorrect image.
- vv.** Clients may request a reshoot of a commissioned photograph within five working days of receiving a preview of their order if the Museum agrees that the image does not satisfy the agreed terms or format. The Museum will not refund commissioned photography after the images have been released.

FAQs

1. Why did you increase your fees?

The Image Order and Copying Service raised its fees in 2024 to help offset rising annual costs of maintaining and securing infrastructure that preserves over 24Tb+ of digital assets. These fees had remained unchanged since 2015.

Annual ongoing costs include software licensing fees, out of region back-up services, and cybersecurity protection. The Museum also replaces existing hardware when it becomes obsolete and can no longer be supported nor protected by existing software.

2. I am a rate payer, why do I need to pay for images?

The image order and copying service is an on-demand service for the public to use Museum images for their own personal, scholarly, and commercial purposes.

Fees are priced to help offset rising annual costs of maintaining and securing digital infrastructure that preserves over 24Tb+ of digital assets.

3. Where do my fees go?

Fees support the annual ongoing operational costs of running the image service.

4. Other museums use software that allows me to download and use images for free, why don't you offer the same service?

The Museum subscribes to an online collection management system that is priced according to available budget. All image order and copying fees assist to offset the rising operational costs of digital infrastructure that enables digital assets to be preserved and made available for personal or commercial use.

5. Are your fees the same as in other museums and libraries?

The Museum set its fees to help offset the cost of operating its own digital infrastructure and in context with its own budget. The Museum's fee structure is consistent with other repositories with similar collection holdings and digital infrastructure.

6. Why do I need to pay for images that are out of Copyright and in the Public Domain?

Fees are not informed by the copyright status of an image or object unless copyright is not held by the Museum. In these cases, the copyright owner may choose to charge a fee to permit the client.

7. Do I qualify for a fee waiver or discount?

The Museum offers fee-waivered images to select organisations and mana whenua iwi within Te Taihū, and to educators and students. The quantity and frequency of fee-waivered images is subject to existing order volume and resourcing to ensure quality of service for all clients. [Ask us for more information.](#)

8. Do I need to submit a copy of a publication to the Museum which features images that I purchased from the Museum?

In some cases where the publication may be relevant to the Museum's collection or to the region, a copy of the publication may be requested to join the Reference Collection of the Museum.

9. What products and services do you offer?

Clients can purchase digital files of photographs, artworks, archival material, and objects. In some cases, clients can purchase digital scans of non-original archival or reference material. Although the Museum has over 24tb+ of digital assets in storage, not everything has been digitised or photographed. In some cases, we may need to charge a fee to photograph an object. [Contact us](#) for more information or read our [T&Cs](#).

10. Can you print me a photo quality image?

No, we do not offer printing services.

11. Do you offer a photo retouching or colourising service for non-museum digital files? Can you digitise my photographs or archives?

No, we do not offer photo retouching or colourising services for non-museum digital files. For preservation reasons, we cannot offer digitising services for non-museum objects.

12. How do I order?

Complete the image order form [here](#). Invoices are emailed and processed using our preferred online shopping platform Shopify. We accept credit card, or cash payments (in the

Museum at 270 Trafalgar Street, Nelson). Contact us if you need to pay using online banking or require a GST invoice. We do not accept payment over the phone.

13. Why can't you photocopy or scan a photograph or book?

Scanning or photocopying original objects puts them at risk of damage as they need to be inverted and laid flat on a scanner. The light from the scanner can also contribute to fading over time.

14. I do not know which image I want to purchase; can I see a low-resolution preview?

Yes, if a digital file exists, we can provide a low-resolution preview image which cannot be used or reproduced for any other purposes. In some cases, the image may be watermarked. [Contact us](#) for more information.

15. Why can't I publish images from Collections Online?

Images on collections online are low resolution as they are intended for quick reference rather than publication. We encourage clients to purchase and use higher resolution images as these files more accurately portray the fine detail and quality of the original object.

16. Can I share the images that I purchased?

Please consult the [T&Cs](#) on conditions of purchase.

Clients are encouraged to utilise the links from Collections Online to share or post records onto other platforms like Facebook. These links maintain pathways for other researchers to find the original source and to discover more. Sharing links to other platforms also lets the Museum know which objects are popular and what objects should be prioritised for adding online.

17. Is every object on Collections Online?

No. The Museum holds over 300,000 objects and 1.5 million images, the majority of which have not yet been digitised. Around 10% of the whole collection is currently available online.

[Send us an enquiry](#) to assist with your search.

The Museum welcomes feedback as to what you would like to see online which helps us prioritise future updates.

18. Why can't I see or use images of taonga or Māori on your Collections Online?

Online records of taonga Māori, artworks or images of Māori will often not include a photograph. The Museum is guided by Te Tai Ao Komiti on which images of taonga and images of Māori are made available online.

Please read our [T&Cs](#) regarding access to, and use of, images of taonga or Māori.

[Contact us](#) to assist with your research and access requests.

19. Can I colourise an image?

Modifying images can mis-portray an object and confuse viewers into believing that what they are seeing is real or authentic. License Holders will not modify a Licensed image in any way including cropping, re-colouring, or artistic modification, without explicit permission in the Permission Form.

The Permission Form may include a custom credit line indicating that the image has been modified from the original. We respect that images that are out of copyright can be used without restriction. The intention of using a custom credit line is to ensure that the Museum is credited as the repository so viewers can find the original unmodified image.