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Telephone

Details of the Work of Art (specify name of artist and title of work)

I/We apply for permission to reproduce the following work/s from the collection of the Art Gallery of South Australia

1

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Proposed use (please tick)

Author/ Editor's name

Publication Specifications

Quantity

Full title of proposed publication
Anticipated date of publication

Distribution (Australia or Worldwide)

Type of Publication (please specify the type of publication)

Educational (eg book, catalogue, display, other)

Commercial (eg book, calendar, greeting card, poster, other)

Film, Video, CD

Use of Image (please tick)

In text, whole image

In text, detail

Cover or dust jacket

Other (specify)

Type of photographic material required (please tick)

High-res digital file OR 5x4 colour transparency

Black and white photograph

Laser print (for research purposes only)

Execution

I/We have read and agree to abide by this licence agreement which governs the reproduction of works of art in the Art Gallery of South Australia's collection

Applicant's signature

Date

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Publications Officer: Image Sales

Date

Please sign and return this licence to:

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Government
of South Australia



SOUTH
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- 2.3 The Licensee is responsible for safekeeping of the Material while in its possession and during its return to the Board.

3. Term

The Term of this Agreement commences on the date of the signing of this Agreement by both parties and expires on [completion date] unless terminated earlier in accordance with this Agreement.

4. Payment

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- 4.4 The Licensee is liable for the full replacement cost (\$120) of any Material which is deemed damaged or lost.

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- 5.1 This Agreement may be terminated by the Board:
 - 5.1.1 immediately by written notice to the Licensee:
 - (a) if the Licensee is more than 60 days late in making any payment under clause 4; or
 - (b) if the Licensee breaches any of the terms and conditions in clause 10 or any other part of this Agreement; or 5.1.2 for any other reason by giving 3 months written notice to the Licensee
 - 5.2 The Licensee may terminate this Agreement on giving 3 months written notice to the Board provided it has not used the Material.
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- 6.2 A notice given to a person in accordance with this clause is treated as having been given and received:
 - 6.2.1 on the day of delivery if delivered before 5pm on a business day, otherwise on the next business day;
 - 6.2.2 if sent by pre-paid mail, on the third business day after posting; or
 - 6.2.3 if transmitted by facsimile and a correct and complete transmission report is received on the day of transmission: on that day if the report states that transmission was completed before 5 pm on a business day, otherwise on the next business day.
- 6.3 The address and facsimile number of a person are those set out below that person's name in the Application.
- 6.4 A party may from time to time notify its address or facsimile number by written notice to the other party.

7. Agreement and Amendment

This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreement between them and may only be amended in writing signed by the parties.

8. Waiver

- 8.1 Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the party waiving its rights.
- 8.2 A waiver by either party in respect of a breach of a provision of this Agreement by the other party is not a waiver in respect of any other breach of that or any other provision.
- 8.3 The failure of either party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

9. Governing Law

This Agreement will be construed in accordance with the laws of the State of South Australia and the parties agree to submit to the jurisdictions of the courts of that State.

10. Terms and Conditions of Licence

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- 10.12 Immediately upon publication, two free copies of the issue must be sent to the Publications Department: Image Sales, Art Gallery of South Australia, North Terrace, Adelaide, South Australia 5000.