



## Licence: Business Disability Forum Disability Smart Image Bank

Business Disability Forum (“**BDF**”) provides access to this Disability Smart Image Bank (the “**Image Bank**”) to:

- its Member organisations (a list of membership organisations can be found here: <https://businessdisabilityforum.org.uk/membership/members>) (“**Members**”);
- its Partner organisations (a list of partner organisations can be found here: <https://businessdisabilityforum.org.uk/membership/partners>) (“**Partners**”); and
- such other organisations BDF agrees to provide with access to the Image Bank from time to time,

with the aim of increasing the positive representation of disabled people and the diversity of disabled people in imagery used by businesses in their communications.

As a registered charity, and in accordance with the agreements BDF has entered into in relation to production of the Image Bank, it is important that Members and Partners (and any others to whom BDF may grant access to use the Image Bank from time to time) use the photos included in the Image Bank for non-commercial purposes only (as defined below). For the purpose of the Image Bank licence, “**Non-Commercial**” means:

- **Internal purposes:** photos in the Image Bank may be used by permitted licensees for internal campaigns and communications; for example, photos can be included within internal intranets, internal emails and in printed communications;
- **External purposes:** permitted licensees may use the photos in the Image Bank for external communications where the primary aim is to increase the positive representation of disabled people and disability in communications to potential employees, consumers, customers or service users - for example on business websites, social media and in printed communications.

The photos in the Image Bank may not be used where the purpose is to directly advertise products or services or for merchandising - this would be

considered commercial use and is not permitted under the terms of the Image Bank licence.

## **Licence**

For the purpose of this Licence, “**you**” shall mean:

- the Member or Partner accessing the Image Bank via BDF’s Knowledge Hub; and
- any other organisation given access by BDF to the Image Bank from time to time.

1. BDF hereby grants to you a non-exclusive, worldwide, revocable licence to use the photographs available in the Image Bank solely for Non-Commercial purposes (the “**Licence**”).
2. By using the photographs in the Image Bank, you agree that:
  - a. you shall credit BDF on any use or reproduction of any photographs in the Image Bank in the form [Business Disability Forum], such credit to be placed as close as possible to the parameters of the relevant photograph and where used digitally, where possible, inclusion of a hyperlink to [www.businessdisabilityforum.org.uk](http://www.businessdisabilityforum.org.uk);
  - b. you shall not modify (including but not limited to cropping any photographs) adapt or alter any of the photographs in the Image Bank without BDF’s prior written consent;
  - c. you shall not exercise the Licence in any way that is or renders any of the photographs in the Image Bank obscene, derogatory, defamatory or in breach of the privacy or any other rights of a third party or of any law in England and Wales;
  - d. you shall not exercise the Licence in any way that is contrary or damaging to the charitable objects of BDF. BDF’s charitable objects as at the date of these terms are:
    - 1) *the provision of advice, assistance and training aimed at increasing employment opportunities in industry and commerce for people with disabilities: and*
    - 2) *the provision of advice, assistance and training aimed at increasing accessibility to goods and services for people with disabilities.*
  - e. you shall not amend, adapt, use or position any of the photographs in the Image Bank so as to suggest that any of the persons appearing in the photograph (or, for the avoidance of doubt, BDF) endorse any commercial product or service; and

- f. you indemnify BDF and shall at all times keep BDF indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against BDF and compensation agreed by BDF in consequence of any breach or non-performance by you as the licensee of any of the warranties and undertakings in these terms.
3. The Licence shall terminate automatically in the event that:
  - a. you, being a Member or Partner of BDF, cease to be a Member or Partner (although, in the event of termination under this clause 3a., you shall not be obliged to remove any photographs included in communications from a time when you were a Member or Partner unless specifically requested to do so by BDF); or
  - b. you otherwise receive notification from BDF in writing that the Licence is terminated for whatever reason.
4. Subject to clause 3a, on termination of the Licence for whatever reason, you shall immediately cease to use the Image Bank and any photographs from the Image Bank unless otherwise agreed with BDF.
5. You acknowledge and agree that BDF has no obligation to maintain the Image Bank and / or ensure it is accessible at all times, nor shall BDF be obliged to keep particular photographs within the Image Bank accessible at all times.
6. You further acknowledge and agree that BDF shall have no liability in connection to use by you of any of the photographs in the Image Bank. The Image Bank is used at your own risk.

Business Disability Forum is committed to ensuring that all its products and services are as accessible as possible to everyone. If you wish to discuss anything with regard to the accessibility of this document please contact us.

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**Business Disability Forum is a company limited by guarantee with charitable objects.**

**Registered charity number:** 1018463.

**Registered Office:** Nutmeg House, 60 Gainsford Street, London SE1 2NY.

**Registered in England under Company Number:** 2603700