CONDITIONS OF USE OF DOCUMENTS

1. Any (entitlement to) intellectual property rights, including, however not confined to copyrights, with respect to works, drawings, draft plans, specifications, budgets, estimates, reports, calculations, records, files, data, photographs, images, designs, models, replicas, templates and any other documents (hereinafter jointly referred to as ‘Documents’), provided by Benthem Crouwel Architects, is/are solely vested in Benthem Crouwel Architects or its licensors.

2. Any original copies of the Documents referred to in article 1, provided by Benthem Crouwel Architects to the receiver of these Terms of Use (hereinafter ‘the User’) in any way whatsoever, as well as the carriers on which the Documents have been provided, are and shall remain Benthem Crouwel Architects’ property.

3. The provision by Benthem Crouwel Architects of Documents as well as the use permitted by Benthem Crouwel Architects shall not in any way imply a transfer of any (intellectual) property right to the Documents.

4. Any Documents provided by Benthem Crouwel Architects shall be solely used for the purpose as defined by Benthem Crouwel Architects in correspondence or in any other manner. Use of Documents in a manner or for purposes potentially harming Benthem Crouwel Architects’ reputation or its commercial interests is not at any time permitted. To the extent the use of the Documents in publications is permitted, such permission only applies to the extent any such publications are for the purpose of a review or promotion of the product manufactured by Benthem Crouwel Architects or the work executed by Benthem Crouwel Architects. The permitted use referred to in this article 4 shall be confined to the use of Documents in their original form, i.e. without any additions, omissions or other adjustments.

5. Save the use permitted in article 4, neither the public disclosure of the Documents is allowed, nor their multiplication in any way whatsoever, such as through the internet, in print, film or photography, nor are any adjustments allowed, not through the addition or omission of any respective elements either, without the prior consent of Benthem Crouwel Architects. Furthermore, save the cases referred to in article 4, neither the assignment of or any other manner of providing the Documents to any third parties is allowed, nor acting as the manufacturer or person entitled to the Documents, without the prior consent of Benthem Crouwel Architects.
6. To the extent Benthem Crouwel Architects has given its prior permission for the use of Documents in a changed format, such Documents must have a caption visibly showing the adopted change and stating the name of the person who made the change.

7. Benthem Crouwel Architects’ personality rights shall be respected with regard to any use of the Documents. This means for example that the name of Benthem Crouwel Architects must be mentioned on any multiplication (whether or not digital). The name of Benthem Crouwel Architects as the manufacturer and party entitled must also be stated for any publications of or about any Documents.

8. Any Documents provided by Benthem Crouwel Architects and carriers on which the Documents are supplied, must promptly be issued to Benthem Crouwel Architects at Benthem Crouwel Architects’ first request (and be removed in the case of digitally supplied Documents), without keeping any copies.

9. In the event that Benthem Crouwel Architects’ rights or the rights of its licensers, these Terms of Use and/or applicable law should be contravened, any right to the use of the Documents as referred to in article 4 shall be cancelled. In such event, the User shall be liable for any loss suffered by Benthem Crouwel Architects, including cost and loss of income.

10. Benthem Crouwel Architects is not liable for (the implications of) the use of the Documents. The User safeguards Benthem Crouwel Architects against (the implications of) claims from third parties resulting from the use of the Documents by the User, irrespective of whether Benthem Crouwel Architects has granted permission for such use.

11. These terms may only be departed from with Benthem Crouwel Architects’ explicit consent.

January 2015