



regionaal historisch centrum eindhoven

RHCe Terms of Use for Consulting Archival Records

1. General Terms of Use for Consulting Archival Records

1.1 Purpose

These general terms of use apply to the services of the Regional Historical Center Eindhoven (hereinafter: RHCe) regarding the provision of (digital) archival records.

1.2 Liability

Although RHCe takes the utmost care to provide accurate and complete information, RHCe accepts no liability for any inaccuracies or incompleteness in the archival records provided.

1.3 Amendments

RHCe reserves the right to modify these terms of use at any time. The most recent version of the terms always applies and is available on our website.

1.4 Additional Terms for Specific Information

RHCe reserves the right to apply additional terms of use for specific types of archival records, such as architectural drawings, visual materials, or documents containing personal data.

2. Specific Terms of Use for Consulting Architectural Drawings

2.1 Purpose and Applicability

These terms of use specifically apply to consulting (digital) architectural drawings made available by RHCe.

2.2 Copyright

2.2.1

Architectural drawings are generally protected by copyright. The rights belong to the original creator or their legal successor.

2.2.2

RHCe provides access to the architectural drawings for research or private study purposes.

2.2.3

Without written permission from the copyright holder, it is not permitted to:

- Reproduce, distribute, or modify the drawings;
- Use and/or make the drawings public outside applicable legal frameworks.

2.3 General Data Protection Regulation (GDPR)

2.3.1

The architectural drawings may contain personal data, such as:

- Names of clients or architects;
- Addresses of clients;
- Signatures or other identifying information.

2.3.2

This personal data may only be processed in the context of one or more of the following legitimate interests:

- Preparation or execution of a renovation or restoration;
- Preparation or execution of a permit procedure;
- Research into property issues or legal disputes;
- Historical or genealogical research;
- Educational or academic purposes.

2.3.3

Without written consent from the individuals whose personal data is included in the architectural drawings, it is not permitted to:

- Use the personal data for commercial purposes or other purposes without legal grounds;
- Publish or otherwise share this data with third parties, unless there is a valid legal basis.

3. Specific Terms of Use for Consulting Visual Materials

3.1 General

3.1.1

The visual materials held by RHCE consist of collections owned by RHCE and collections provided by third parties.

3.1.2

RHCE acts as the manager of the visual materials but is not necessarily the copyright holder. Copyright may belong to third parties, such as photographers, institutions, or heirs of creators.

3.1.3

Not all materials are free of rights. Users are responsible for complying with copyright, portrait rights, and other applicable laws and regulations.

3.1.4

The user indemnifies RHCe against all claims from third parties resulting from unlawful use of the visual materials.

3.2 Use of Visual Materials Owned by RHCe

3.2.1

Visual material for which RHCe holds the copyright may only be reproduced and/or published with the prior permission of RHCe. A request form is available for this purpose. An exception applies where the use falls under a statutory limitation provided for in the Dutch Copyright Act, for which no permission from the copyright holder is required.

3.2.2

If the user is granted permission by RHCe to reproduce and/or publish visual material for which RHCe holds the copyright, and proceeds to publish the material, a source citation must be included containing at least the following elements:

- a. Reference to RHCe as the archival institution and as the copyright holder of the visual material.
- b. Collection number
- c. Inventory number
- d. If known: the name of the creator of the visual material.

The user is free in the formatting of the source citation, provided that the above elements are included and the citation conforms to conventions commonly used within the relevant field or publication medium.

Example of a source citation:

RHCe, Collection [collection number] - [inventory number], photographer [name of creator]

3.3.1

RHCe provides access to visual materials copyrighted by third parties for research and/or private study. If the user presents permission from the copyright holder for use beyond these purposes, RHCe may also make the material available accordingly.

3.3.2

Visual materials managed by RHCe but copyrighted by third parties may only be used with prior permission from the copyright holder and solely for the agreed purposes, unless the use falls under a statutory exception that does not require permission.

3.3 Portrait Rights

3.3.1

Visual materials depicting identifiable persons may fall under portrait rights.

3.3.2

If portrait rights apply, the user is responsible for obtaining permission from the depicted persons for use of the visual materials, as required under the applicable provisions of the Copyright Act.

4. Specific Terms of Use for Consulting Files Related to Sensitive Sites

4.1

RHCe holds files containing architectural drawings, floor plans, and other technical documentation. Some of these files relate to so-called sensitive sites. These are objects where uncontrolled distribution may pose risks to public order and safety, such as military complexes or police stations.

4.2

The classification of sites as sensitive by RHCe is based on national guidelines and implemented by the archivist for archive provision.

4.3

Files concerning sensitive objects are made available by RHCe only after written consent from the property owner has been provided to RHCe.

5. Acceptance of Terms of Use

5.1

By submitting the contact form and/or using the digital consultation system through which archival records are provided, the user agrees to the terms of use.