



## THE ASSOCIATION OF SWEDISH PROFESSIONAL PHOTOGRAPHERS' [SVENSKA FOTOGRAFRERS FÖRBUND] RECOMMENDED CONDITIONS FOR COMMISSIONS

*The below conditions shall apply as an addition to the individual commission agreement between the photographer and the commissioner.*

### **BOOKING**

The commissioner shall at the time of booking state the scope of the commission, the purpose of the photography, the nature and scope of the usage of the photographs, technical requirements for reproduction and other instructions of importance for the commission.

### **CANCELLATION**

The commissioner shall always, if a commission is cancelled, reimburse the photographer in respect of cancellation costs related to the cancelled photographic commission. The commissioner shall also compensate the photographer in respect of preparation time and in respect of cancelled time that cannot be utilised for any other commission.

### **SELECTION OF PHOTOGRAPHS**

The photographer selects which photographs that can be approved and thus delivered.

### **COMPLAINTS**

The commissioner shall promptly inspect delivered photographs. Notice should be given immediately if new photographs are required to be taken. Photographs shall always be deemed accepted when the production process for their use has started.

### **LICENCE TO USE**

The photographs may be used in accordance with the manner and scope agreed at the time of booking. Other use shall be subject to the photographer's permission.

The photographs must only be used by the commissioner or by someone named as end user the time of booking.

The licence to use must not be sub-licensed or assigned to third parties except with the photographer's consent.

The licence to use shall pass to the commissioner/end user when the photographer has received full payment.

### **EXTENDED USE**

The photographer's permission is required for any use in addition to that stated at the time of booking.

### **REPRODUCTION OF PHOTOGRAPHS**

Photographs shall be reproduced with the greatest possible regard being paid to the execution of the original. Changes, adaptation or transfer to other techniques or forms of art must not be undertaken except with the photographer's consent.

### **INDICATION OF NAME**

The photographer's name shall be stated when photographs are used.

### **OWNERSHIP OF PHOTOGRAPHS, RETURN**

Photographs, as well as draft or outline images, delivered shall constitute the photographer's property and shall after agreed use be returned in an undamaged condition.

### **LIABILITY FOR ITEMS SUBMITTED**

The commissioner is responsible for the adequate insurance of

items submitted to be photographed. The photographer shall not be liable for damage to or loss of such items.

### **PHOTOGRAPHS OF PERSONS**

Persons photographed are aware of the purpose of the use of the photograph stated at the time of booking. The commissioner is responsible for obtaining the photographed person's permission if the photograph is used for any other purpose.

The commissioner is responsible for obtaining any permits that may be required under the country's legislation when portraits are used in commercial advertising or on the Internet.

### **PRICE AND PAYMENT TERMS**

VAT at 25% will be added to stated prices.

Unless otherwise agreed, payment period and overdue interest shall be as provided in the Swedish Interest Act [Räntelag] (1975:635).

The commissioner shall always be liable for payment irrespective of whether the photograph has been used or not, and also where the photographic commission is booked for another end user.

### **UNAUTHORIZED USE ETC**

In case of unauthorized use, change or adaptation of a photograph, an amount equivalent to the relevant picture library price shall be payable. To this should be added damages amounting to at least the same amount, depending on the nature and scope of the use/change.

### **ARCHIVES**

The photographer undertakes to retain returned original photographs for a period of five years from time of delivery.

### **LICENSING OF ARCHIVE PHOTOGRAPHS**

When a licence to use an archive photograph is issued, the photographer must inform the user of the photograph of the length of the loan period, of permitted use, of how actual use of photograph shall be reported, whether the photographer's name shall be stated, of price and payment terms and of the amount of compensation payable in respect of damaged or lost photographs.

### **DAMAGED OR LOST PHOTOGRAPHS**

Unless a price has been stated, a charge shall be made in respect of damaged or lost print of a minimum of SEK 300 or such higher amount as it would cost to produce an equivalent copy.

A charge shall be made in respect of damaged or lost unique photographs of a minimum of 10% of the current price base amount or the amount stated by the photographer.

If a lost photograph is found and returned within six months of delivery, compensation shall be refunded after a deduction of 20% for administration expenses.

*Sv. prisbasbelopp, a frequently used, annually revised unit of calculation under the Swedish National Insurance Act [lag om allmän försäkring].*