

General Terms and Conditions

Preamble

These General Terms and Conditions (GTC) are intended to establish a fair balance of interests between the Photographer and the Client.

I. Definitions

1. Photographic Work

“Photographic Work” refers to the result of work delivered by the Photographer to the Client in accordance with the agreement made between the parties.

2. Photographer

The “Photographer” is the person commissioned to provide the photographic work. This term applies to persons of all genders and also includes photo designers.

3. Client

The “Client” is the person ordering the photographic work from the Photographer. This term applies to persons of all genders.

4. Parties

The “Parties” are the Photographer and the Client.

5. Copy of the Photographic Work / Copy

Any reproduction of the photographic work, whether in analogue or digital form, on a data carrier (e.g., paper, slides, CD-ROM, hard drive) or online (e.g., networks, websites), is considered a “Copy of the Photographic Work” or simply a “Copy.”

II. Execution of the Photographic Work

1. Unless otherwise agreed in writing, the design of the photographic work remains entirely at the discretion of the Photographer. This includes sole authority over artistic and technical decisions such as lighting, composition, and choice of equipment.

2. The Photographer may employ assistants or third parties at their discretion.

3. The equipment required for the execution of the photographic work is provided by the Photographer.

4. Unless otherwise agreed in writing, the Client is responsible for ensuring that required locations, objects, and persons are made available on time.

5. If the Client postpones a session less than two days before the scheduled date or fails to meet obligations under II.4., the Photographer is entitled to reimbursement of incurred costs (including third-party costs) and to compensation amounting to 50% of the fee according to the current SBF guidelines for commissioned photographic work.

6. Clause II.5 also applies if a session is postponed due to adverse weather conditions less than two days before the scheduled date.

7. The place of performance is the Photographer’s business address. If the Client requests delivery of the photographic work or copies (physical or electronic), transport risks transfer to the Client.

8. The agreed fee is payable plus VAT and, unless otherwise agreed in writing, within 10 days of invoicing.

9. Payment terms will be agreed upon in the contract.

III. Liability of the Photographer

1. The Photographer is liable, including liability for defects, only for intentional or grossly negligent conduct. This limitation also applies to assistants and employees.

2. Complaints must be submitted in writing within six working days of delivery; otherwise, the work shall be deemed accepted and no claims can be made thereafter.

IV. Use of the Photographic Work by the Client

a. General

1. The Client may use the photographic work only for the agreed purpose and duration. If no duration is agreed, it is determined by the purpose of the assignment. Unauthorized use obliges the Client to pay the Photographer 150% of the applicable SAB tariff for such use.

2. Only the Client is entitled to use the photographic work within the agreed framework. Without written agreement, the Client may not transfer usage rights to third parties.

3. The Client must credit the Photographer in a suitable manner (e.g., © Photographer's Name / "All rights reserved by..."). Omission of credit entitles the Photographer to additional compensation of 50% of the applicable SAB tariff fee.

4. The provisions of the Swiss Copyright Act (URG) remain reserved.

b. Third-Party Rights

1. If the Client requests certain persons to be photographed, the Client is responsible for obtaining their consent for photography and subsequent contractual use.

2. If the Client provides objects, equipment, or locations to be photographed, the Client must ensure no third-party rights conflict with such use.

3. If these obligations are breached, the Client agrees to indemnify the Photographer for any claims, damages, or costs (including legal or settlement costs) that may arise.

V. Use of the Photographic Work by the Photographer

Unless explicitly agreed in writing that the Client acquires copyright, the Photographer retains the right to use the work for self-promotion, including on their website, in portfolios, and in exhibitions.

VI. References

The Photographer may reference the collaboration with the Client and the photographic work in publications (print or online), exhibitions, and discussions with prospective clients.

VII. Governing Law and Jurisdiction

1. Contracts between the Photographer and the Client are subject exclusively to Swiss law.

2. The exclusive place of jurisdiction is the Photographer's business address.

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