



Recommended Assignment Terms and Conditions of the Swedish Association of Professional Photographers (“SFF”)

The terms and conditions below apply as a supplement to an individual assignment agreement between a photographer and a buyer in a business operation.

Booking

On booking, the buyer shall state the scope of the assignment, the purpose of the photography, the means and scope of the use of the images, technical requirements and other instructions of importance to the assignment.

Cancellation

If an assignment is cancelled, the buyer shall always reimburse the photographer's expenses for his/her own cancellations associated with the cancelled photography.

The buyer shall also reimburse the photographer for preparation time and for cancelled time that cannot be used for another assignment.

Image selection

The photographer makes the selection of images to be approved and thus supplied.

Complaints

The buyer shall scrutinise images delivered as soon as possible. If repeat photography is required, this must be notified immediately. The images shall always be deemed approved once the production process for their use has started.

Areas of use

The images may be used in the way and to the extent specifically agreed at the time of ordering. Other use requires approval from the photographer. The right to use may not be granted or transferred to another without the photographer's approval.

The right to use transfers to the buyer/end user once full payment has been made to the photographer. A grant of rights does not cover rights that are part of any current or future extended collective licences or corresponding licences entered into by the photographer's management or trade organisation.

If the buyer should close down its business, suspend payment, become the subject of payment composition or be made bankrupt, the rights granted shall revert to the photographer without payment.

Exclusive use

Exclusive right of use means that the photographer is not entitled to grant the image to another image user during the period covered by the grant. For assignment photography, a grant is non-exclusive unless otherwise has been expressly agreed.

Photographer's own use

The photographer is always entitled to use the images in his/her own marketing or own projects, such as exhibition or book production, unless otherwise has been expressly stated for the assignment.

Image reproduction

Images shall be reproduced with the greatest possible consideration for the execution of the original. Changing, processing or transfer to another art form may not be made without the photographer's approval.

Crediting the photographer

When an image is used, the photographer shall always be credited. If the name of the photographer is not stated, a charge of 100 % of the basic fee or an adequate archive image price shall be made according to the Swedish Association of Professional Photographers' (SFF) recommendations.

Ownership right to images, returns

Images delivered, and likewise idea or draft images, are the property of the photographer and, following the agreed use, shall be returned in undamaged condition.

Responsibility for an object provided

The buyer is responsible for ensuring that an object handed over for photography is satisfactorily insured. The photographer is not liable for any damage to or loss of such an object.

Image of a person

An image of a person is a photograph where an identifiable person or persons are included in the image.

The buyer is responsible for ensuring that such licence is in place as current legislation may require when an image of a person is used, for example in commercial advertising or on the internet.

Price and payment terms

25 % value added tax is added to the prices stated.

Unless otherwise has been agreed, payment period and interest on overdue payment applies according to the Interest Act (1975:635).

The buyer is always liable for payment, irrespective of whether an image has been used or not, and also when photography is ordered for another end user.

Unauthorised use, etc.

In the event of unauthorised use, change or processing of an image, remuneration corresponding to the photography fee or current archive image price is payable. To this is added damages corresponding to at least the same amount, i.e. a 100 % surcharge.

Archive

The photographer undertakes to store digital image files/original imaged over a period of five years from the time of supply.

Damaged or lost image

If no price has been stated, compensation for damaged or lost inspection/printed images is charged at no less than 300 SEK or such higher amount as the production of an equivalent copy costs.

Compensation for damaged or lost unique images is charged at no less than 10 % of the current price base amount for social security purposes or the price stated by the photographer. The price base amount for social security purposes for 2013 is 44 500 SEK.

If a lost image is found and returned within six months from the time the photographer supplied the photograph, the compensation shall be repaid less a deduction of 20 % for administration charges.

Dispute resolution

In the event any dispute arises from the implementation of the Swedish Association of Professional Photographer's recommended assignment terms and conditions that cannot be resolved through negotiation between the parties, this dispute shall be tried according to applicable legislation in a public court.