

Terms&Conditions

Area of application

- 1) These General Terms and Conditions are applicable for all orders, quotes, deliveries and services provided by the photographer.
- 2) They are considered as agreed to by the customer's acceptance of the photographer's quote and/or by the customer's acceptance of the photographer's delivery or service.
- 3) Within the context of an ongoing business relationship, the General Terms and Conditions are applicable, even without explicit approval, to all future orders, quotes, deliveries or services of the photographer.

Provided services, customer's rights and duties

- 4) Without other agreement between the parties, the creative presentation of the photographic works is at the discretion of the photographer.
- 5) The photographer is responsible for supplying cameras and other equipment necessary for carrying out the order.
- 6) To carry out the photographic works, the photographer may appoint auxiliary staff of his choice (assistants, make-up artists, stylists, etc.).
- 7) The customer acknowledges that the photographic images supplied by the photographer constitute copyright material within the meaning of the Austrian federal law on copyrights (UrhG).
- 8) Analogically and digitally produced photographs, in particular RAW files remain the property of the photographer. The customer has no right of retention of supplied photographic images.
- 9) Complaints concerning the content, quality, or condition of the photographic images are to be communicated by notice of defects within 7 days of receipt. Otherwise, the photographic images are considered approved.
- 10) The customer is responsible for ensuring that persons, objects and locations necessary for carrying out the order are available and/or accessible..
- 11) The customer will be held liable for costs incurred and third party costs if the customer does not fulfil the obligations (as stated in point 10) or postpones a photo shoot less than two workdays prior to the appointment. In addition, the photographer has the right to claim compensation of 50% of the fee agreed on for the photo shoot.
- 12) It is the customer's responsibility to obtain the approval of persons to be photographed or of legitimate persons on location concerning the planned usage of the footage.
- 13) The photographer may name the customer as a reference in written or electronic form (social media, etc.).

Usage rights

- 14) With delivery and payment of the works, the customer acquires a license for use of the photographic works within the agreed scope. Not included herein is a sub-licensing to third parties by the customer.

- 15) For illegal use, the customer is obligated to pay the photographer a license of use amounting to 150% of the photograph fee.
- 16) The photographer can use the photographic images for his own advertising and, except as otherwise agreed, license them to third parties.
- 17) Exclusive rights and retention periods in the customer's favour must be agreed on and remunerated separately.
- 18) Modifications of the footage are only authorized with the photographer's prior written consent.
- 19) The photographer has to be credited in an appropriate way when using the footage.

Liability

- 20) The photographer is only liable for intentional and/or grossly negligent behaviour. No liability is taken for defects caused by instructions of the client (§ 1168a ABGB).
- 21) The limitation of liability (according to point 20) also applies to the behaviour of auxiliary staff of the photographer.
- 22) The client takes the risk for all circumstances not under the liability of the photographer, such as weather conditions at outdoor shootings, provisions of props, hindrance of talents, transportation delays, etc.
- 23) The photographic images may not be used in a distorting manner. The customer also bears the responsibility for the correct labelling of the photographic images.

Remuneration

- 24) The remuneration agreed on between the parties, plus 20% VAT is owed and payable within 14 days of billing.
- 25) For comprehensive productions, in particular with large advance payments on the part of the photographer, the photographer has the right to a down-payment of 50% of the production costs.
- 26) Costs and expenses for the execution of the job, such as for example remuneration for auxiliary staffs and models as well as rental fees for equipment, rental costs for studios, photo shoot locations, props, travel expenses, allowances, etc. are not included in the remuneration and will be charged to the customer.
- 27) The remuneration (according to point 26) must be paid in full even if the ordered and delivered photographic images are not used.

Final clauses

- 28) The sole place of jurisdiction and place of performance is the photographer's place of business, even for deliveries abroad.
- 29) Indemnity also includes costs of legal defence.
- 30) Invalidity of single clauses does not influence the validity of the other articles.