

Meike Hansen Architectural Photography

General Terms and Conditions for Picture Productions, Delivery of Images and Granting of Licences

1. Validity of the General Terms and Conditions

1.1 The production of pictures and the granting of rights of use take place exclusively on the basis of the following General Terms and Conditions (GTC).

1.2 Business conditions of the Client that deviate from the following terms and conditions are not recognised. Such deviating business conditions do not become part of the contract even if the photographer does not expressly object to them.

2. Order Processing

2.1 The Client is required to ensure free access for the photographer to the locations and objects to be photographed. The Client shall also ensure that the locations and objects are in a condition suitable for photography and that the photographic work is not obstructed by construction measures or other adverse circumstances.

2.2 If the photos are to be taken at a construction site or another place where a heightened risk of accident exists or increased health risks cannot be excluded, the Client must provide appropriate protective measures to enable the photographer to work safely. The Client is liable for any damage suffered by the photographer as a result of failure to take the necessary protective measures or non-compliance with statutory or regulatory protection requirements.

2.3 If a photo shoot cannot be performed or completed on the scheduled date due to weather conditions, the current situation on site or for other reasons, the photographer shall be given the opportunity to carry out the photo shoot at a later date.

2.4 The photographer selects the pictures to be presented to the Client for approval upon completion of the photographic work. Rights of use are granted only for those pictures that the Client accepts as being in conformity with the contract.

2.5 The Client is obliged to inspect the pictures submitted upon completion of the photographic work within a reasonable period of time and to notify the photographer of any defects. Notice of obvious defects must be given in writing within two weeks from delivery of the pictures; notice of hidden defects must be given within two weeks from discovery of the defect. Timely dispatch of the notice of defect is sufficient to meet the deadline. If the obligation to inspect and give notice of defects is violated, the pictures shall be deemed approved with regard to the relevant defect.

3. Fees and Additional Costs

3.1 Cost estimates by the photographer are not binding. She is required to indicate cost increases only if the initially estimated overall costs are expected to be exceeded by more than 15%.

3.2 If the time scheduled for the photographic work is significantly exceeded for reasons beyond the photographer's control, the agreed flat fee shall be increased accordingly. If a time-based fee has been agreed, the photographer shall also receive payment at the agreed hourly or daily rate for the additional time by which the photographic work is extended.

3.3 Additional services, in particular the production of pictures beyond the extent fixed at the inception of the contract, shall be remunerated separately based on time spent.

3.4 In addition to the agreed fee, the Client shall reimburse all additional expenses incurred by the photographer in connection with performance of the commissioned services (e.g. film material, digital image processing, travel, overnight accommodation). Costs incurred by the photographer due to particularly elaborate pictures (e.g. aerial photographs) or through the use of special equipment (e.g. lifting platform, complex lighting installations) shall also be reimbursed separately.

3.5 The fee is due upon delivery of the pictures. If a picture production is delivered in parts, the respective partial fee is due upon delivery of each part. If fulfilment of an order extends over a longer period, the photographer may require instalment payments corresponding to the work performed.

3.6 Additional costs shall be reimbursed as soon as they have been incurred by the photographer.

3.7 Value added tax at the respective statutory rate shall be added to the fees and costs payable by the Client.

4. Request of Archive Pictures

4.1 Pictures from the photographer's archive requested by the Client shall be made available for viewing and selection for a period of one month from the date of the delivery note. If no licence agreement is concluded within this period, all analogue pictures received and any image media provided by the photographer must be returned by the end of that period and all image data stored on the Client's own data carriers must be deleted.

4.2 No rights of use are transferred by making pictures available for viewing and selection. Any use requires the photographer's prior written release.

4.3 Any use of the pictures as templates for sketches or for layout purposes, as well as presentation to customers, already constitutes a fee-based use. If slide frames or film/slide materials are opened, the photographer is entitled to charge a layout fee—without prejudice to any further payment claims—even if the pictures are ultimately not used.

4.4 The photographer may charge a service fee for compiling the selection of pictures, calculated in accordance with the nature and extent of the expenditure incurred, of at least EUR 30. The Client shall additionally reimburse forwarding expenses (packaging, postage) including costs for special shipping methods (taxi, air freight, courier).

4.5 If the return period for analogue photographic material pursuant to 4.1 or the licence agreement is exceeded, the Client must pay a blocking fee in addition to other costs and fees until the pictures are received by the photographer. The blocking fee amounts to EUR 1.50 per day and picture; however, the total amount claimed per picture—irrespective of the blocking period—is limited to the amount laid down in section 8.5 (sentence 2) as lump-sum compensation for loss of the picture. The Client reserves the right to prove that the photographer has not incurred any damage due to the late return or that the damage incurred is substantially lower than the blocking fee.

5. Rights of Use

5.1 The Client acquires only non-exclusive rights of use to the pictures within the scope defined by the contract. Ownership rights are not transferred. The Client acquires the contractually granted rights of use only after full payment of the fee and reimbursement of all additional expenses.

5.2 Any transfer of rights of use acquired by the Client to third parties requires the prior written consent of the photographer. This also applies to the forwarding of pictures to book, newspaper and magazine publishers. The photographer is entitled to make her consent to any intended third-party use dependent on payment of an appropriate licence fee.

5.3 Regardless of the scope of rights of use acquired by the Client, the photographer remains entitled to use the pictures herself for all relevant purposes without any restriction in time, place or content.

5.4 With every publication of a picture, the photographer must be designated as the author. The credit must be placed with the picture.

6. Digital Image Processing

6.1 The digitisation of analogue pictures and the transmission or delivery of digital pictures via data transmission lines or on data media are permissible only to the extent that exercise of the granted rights of use requires this form of reproduction and distribution.

6.2 Image data may be digitally archived by the Client only for the Client's own purposes and only for the duration of the granted rights of use. Storage of the image data in online databases or other digital archives accessible to third parties requires a separate agreement between the photographer and the Client.

7. Protective Rights of Third Parties

7.1 If pictures of persons are taken or pictures are taken of objects for which copyrights of others, ownership rights or other rights of third parties exist, the Client must obtain the necessary consent from the persons depicted and/or the rights holders required to create and use such pictures. This consent must also include the photographer's use of the pictures (section 5.3) and/or use by third parties to whom the photographer grants rights of use or to whom she transfers such rights.

7.2 The Client shall indemnify and hold the photographer harmless from all claims resulting from a breach of the obligation pursuant to section 7.1. This obligation to indemnify shall not apply if the Client proves that the Client was not at fault.

7.3 Sections 7.1 and 7.2 shall also apply if the persons or objects to be photographed are selected by the photographer, provided that she informs the Client of her selection in sufficient time for the Client to obtain the required declarations of consent or to select and provide other suitable persons and/or objects for the photographic work.

7.4 If the Client is the author or owner of the objects to be photographed, the Client shall tolerate use of the pictures by the photographer (section 5.3) as well as use by third parties to whom the photographer grants rights of use or to whom she transfers such rights. The same applies if the Client holds other protective rights to the objects to be photographed.

8. Liability and Compensation for Damages

8.1 The photographer is liable only for damage caused by her or her vicarious agents through wilful intent or gross negligence. This limitation does not apply to damage resulting from breach of a contractual obligation essential to achieving the purpose of the contract (cardinal obligation), nor to damage resulting from injury to life, body or health, for which the photographer is also liable in cases of slight negligence.

8.2 The photographer assumes no liability for the manner in which her pictures are used. In particular, she is not liable for the admissibility of the use under competition law or trademark law.

8.3 Claims of the Client arising from breach of duty by the photographer or her vicarious agents become time-barred one year after the statutory commencement of the limitation period. Excluded from this are claims for damages based on wilful intent or gross negligence by the photographer or her vicarious agents, and claims for damages resulting from injury to life, body or health, even if based on slightly negligent breach of duty by the photographer or her vicarious agents; these claims are subject to the statutory limitation periods.

8.4 Delivery and return of pictures are carried out at the Client's risk and expense.

8.5 If analogue pictures are lost within the Client's sphere of risk, or if such pictures are returned in a condition that excludes any further use according to customary practice, the Client shall be liable for damages. In such case, the photographer is entitled to claim damages of at least EUR 1,000 for each original and EUR 200 for each duplicate, unless the Client proves that no damage occurred or that the damage is substantially lower than the claimed lump sum. The photographer's right to assert higher damages remains unaffected.

8.6 In the event of unauthorised use or transfer of a picture by the Client, the photographer is entitled to claim a contractual penalty amounting to five times the agreed usage fee. If no usage fee has been agreed, the contractual penalty shall be five times the usage fee resulting from application of the photographic fee schedule of the Mittelstandsgemeinschaft Foto-Marketing (MFM) valid at the time of the unauthorised use. Alternatively, the photographer may claim a contractual penalty amounting to five times her usual usage fee if she proves that she normally charges a higher fee for the use in question than the fee stated in the MFM schedule. Regardless of how the usage fee is determined, the contractual penalty amounts to at least EUR 500 per picture and per individual case. The assertion of further claims for damages remains unaffected.

8.7 If a picture is published without crediting the photographer as the author (section 5.4 sentence 1) or if the credit is not placed with the picture (section 5.4 sentence 2), section 8.6 shall apply accordingly, with the modification that the contractual penalty amounts not to five times but to 100% of the usage fee, but not less than EUR 200 per picture and per individual case. The photographer's right to assert further damages remains unaffected

9. Statute and Place of Jurisdiction

9.1 The laws of the Federal Republic of Germany shall apply.

9.2 If the Client does not have a general place of jurisdiction in the Federal Republic of Germany, or if the Client relocates its registered office or habitual residence abroad after conclusion of the contract, the place of residence of the photographer shall be agreed as the place of jurisdiction.

Wenn du möchtest, kann ich dir als nächsten Schritt eine saubere Word-/PDF-fähige Formatierung bauen (einheitliche Überschriften, Nummerierung, Typografie) – oder eine Version, die inhaltlich „internationaler“ klingt, aber rechtlich nah am Original bleibt.

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