

Special conditions for photographers

These special conditions shall apply as a supplement to the General Terms and Conditions of the agency, which have been handed over to the photographer together with these conditions.

A. Production and travel costs

1. Preparation days, arrival and departure travel days, plus the time outlay for briefings, will be paid to the photographer only after an explicit prior agreement to this effect.
2. The photographer must notify the agency immediately whenever reimbursable costs for outside services within the meaning of Sections 3 to 6 below are incurred, submitting a cost calculation. Costs will be reimbursed only if the agency explicitly approves the calculation.
3. The film development costs shall be borne by the agency only within the framework of the customary normal tariffs. The additional costs for Saturday, Sunday, Bank Holiday or night development work and similar special tariffs will be borne only if such costs are incurred upon the agency's explicit request.
4. Costs for transporting film material by courier or similar facilities, plus messenger costs, shall be borne by the photographer, unless these have been incurred at the agency's express wish.
5. For travel on behalf of the agency, the photographer shall receive a travel allowance, if and insofar as agreement has been reached in writing beforehand on the amount concerned. Additional costs for board or lodging will be borne by the agency only if the latter has requested and approved these beforehand.
6. Costs for excess baggage will be borne by the agency only if they were unavoidable in view of the order's scope, and if the cheapest possible method of transportation was chosen.

B. Production

1. The production risk and loss-of-production risk shall be borne by the photographer, insofar as the agency is not to blame for a loss of production or an impediment to production. The photographer must take out insurance cover for production and loss of production, and evidence this before commencing production.
2. Unless something to the contrary has been explicitly agreed, the photographer shall be responsible for hiring models, stylists, make-up artists, and any other persons necessarily involved in the production work, and for procuring props and finding a suitable location. All the above-mentioned measures must, however, be approved in consultation with the agency before the relevant contracts are signed.

3. The photographer shall be obligated to obtain in writing from models and other persons involved in the production work, wherever necessary, a declaration on the transfer of usufructuary rights and/or their consent to any form of publication and utilisation whatsoever, in geographically, objectively and temporally unrestricted form (acquisition of usufructuary rights, model release) and to hand this/these over to the agency with delivery of the work/goods involved.

C. Order execution, invoicing

1. The order shall not be deemed to have been performed until the reproducible or printable and flawless film and photographic material has been delivered, and approved by the agency.
2. The photographer shall invoice his/her fee, the photographic material, the development work and all other production and ancillary costs, insofar as these are to be borne by the client, submitting the appropriate documentary evidence.
3. The agreed fee shall cover all the photographer's work, also including (in the absence of any written agreement to the contrary) costs for model(s), props, material, laboratory, travel and similar expenses.
4. The photographer shall waive his/her entitlement to being named at every case of publication/utilisation of the photos. The agency shall, however, be entitled to name him/her. The photographer must also obligate any third parties involved in performing the order to waive their entitlement to be named as the originator.
5. The agency shall acquire title to photographic material (negatives, slides, intermediate negatives, prints, etc.) with approval, even when in exceptional cases approval is given before handing over. If payment is made before approval, the agency shall already acquire title by making such payment. The photographic material must, if this has not been done beforehand, be handed over to the agency together with the invoice, or kept safe for the agency free of charge for up to 24 months from the date of invoice. The agency must be notified in writing in good time (meaning at least 6 weeks advance notice) of any destruction after this date.