

CHARTER FOR RELATIONS BETWEEN PHOTOGRAPHERS, MEDIA AND FESTIVALS

Fribourg, Lausanne, Montreux, Nyon, 01.01.2017

Introduction

In a context where the treatment of live music in the media has become more and more complex, the present Charter has been created, on the initiative of impressum, in agreement and close collaboration between the organisations linked to photography and media in Switzerland and the music festivals in the French-speaking part of Switzerland (Paléo Festival Nyon and Montreux Jazz Festival respectively). The Charter has the objective of maintaining harmony in both work environments and professional relationships, as well as ensuring optimal media coverage together. Both parties commit themselves to work together in order to achieve these goals.

By photojournalists we mean salaried photographers working for media publishing companies (newspapers, internet news sites), press publishing agencies (photographic news agencies) and freelance photographers working for and distributing their images through the published press.

By commercial photography we mean the sale of images to be used in other forms of media than news publishing (for example advertisements or sales to individuals).

The work of photojournalists is regulated by article 17 of the Swiss Constitution and article 10 of the European Convention on Human Rights, which guarantees freedom of the press and the freedom to receive and impart information and ideas. The Declaration of the duties and rights of journalists also applies to photojournalists.

Festivals play an important role as intermediaries between artists, their agents/managements and the public, as well as the media. Without artists, there would be no concerts; without concerts organised by the festivals, there would be no media coverage of these concerts; and finally, without the media, these events would not have any publicity. The festivals endeavour to take into account the interests of all parties and to ensure the best possible working conditions for all parties involved.

The present Charter does not apply to commercial photography, which can be regulated separately by the organisers of the festivals.

I. Rules for photojournalists accredited by the festival

1.1 Each photojournalist is bound to seek prior accreditation from the organiser.

1.2 Accredited photojournalists must provide written agreement to work only for the purpose of publishing their work through the media on whose behalf they have obtained accreditation.

1.3 Accredited photojournalists are free to perform their editorial work on the site of the event, in respect of the security directives and specific rules of each type of festival (as detailed in chapter IV), of the reserved zones requiring authorisation from the festival and of any restrictions imposed by the artist or his/her management and/or agent during their stage performance (according to the dispositions in chapter III).

1.4 Accredited photojournalists are free to accept or refuse any specific contractual restriction imposed on the request of the artist or his/her agent and/or management. However, if the accredited photojournalist should choose to refuse to conform to these contractual restrictions of the artist or his/her agent and or management, they must agree not to publish any photos of the concert in question.

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1.5 Photojournalists have an obligation to adopt a respectful attitude towards artists, their agents/management, cameramen and all their fellow media colleagues respectively, as well as towards the festival organisers and the audience. No exception from these rules of behaviour will be tolerated. The accreditation badge may be withdrawn in the case of any infringement.

The festival also promises to ensure that its security staff and all other members of the organisation behave with goodwill towards accredited photojournalists.

1.6 Photojournalists agree to contextualise the captions of the images produced. The caption must contain a mention not only of the place and the date of shooting, but also a systematic mention of the name of the festival. In any case, the image caption must bear a mention clearly limiting its use exclusively for editorial purposes (e.g. « for editorial use only »).

1.7 Accredited photojournalists undertake not to make any audio or video recordings of concerts, at the risk of having their accreditation withdrawn.

1.8 Photojournalists are required to use their images to provide objective information of the events they are covering. Any manipulation of images is strictly forbidden.

II. Rules applying to the festivals

In the case where no particular conditions in the sense of chapter III of the present Charter have been imposed by the artist or by his/her agent or management respectively, the following articles apply:

2.1 The festival undertakes to allow accredited photojournalists to work without restrictions in general during three songs performed by the artist.

2.2 The festival undertakes to provide a space in front of the stage (pit) sufficiently large to permit the accredited photojournalists to operate there. If this space is not accessible during a concert, the festival undertakes to provide accredited photojournalists with another location, if possible after discussion with a representative of the accredited photojournalists.

2.3 Accredited photojournalists are free to work and diffuse their images without any editorial control by the festival.

2.4 As images produced by accredited photojournalists are to be used solely for editorial purposes, the festival undertakes to do its utmost to ensure that the artist does not insist on a right of review, on any entire or partial transfer of rights or any other limitation in time regarding the use of the photographs.

2.5 The festival undertakes to make a clear distinction between editorial press agency on the one hand and commercial photographic agency on the other. Furthermore, the festival undertakes to communicate this distinction to the artists, and to their agents/managements respectively.

III. Special conditions

Depending on the nature of the concerts, certain restrictions envisaged under articles 3.1 to 3.3 may be applied. The festival undertakes to do its utmost to limit such restrictions to those strictly necessary.

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The festival press office undertakes, insofar as is possible, to communicate the said restrictions as early as possible in order to permit accredited photojournalists to react.

The restrictions are posted the same day at the press office. They may also be sent by e-mail or text message.

3.1 Partial limitation of access

If, for technical reasons or because of any lack of space, restrictions in the number of photographers should be imposed, the festival undertakes to allow a group of accredited photojournalists, representative of the accredited media covering the festival, to work normally (in addition to the official photographer).

3.2 Drastic limitation of access – pool

In the event of drastic restrictions, the festival will do its utmost to ensure that one accredited photojournalist can access the concert zone in addition to the official photographer.

This photojournalist undertakes to distribute his/her images by means of a pool in order to guarantee editorial reporting of the concert. He/she undertakes to make a selection of images and to distribute them to all the accredited media, photojournalists and press agencies who request them. He/she will undertake not to use any of the images not included in this selection. The photojournalists whose work originates from the pool will not be remunerated.

3.3 Exceptional Measures

In exceptional circumstances that threaten the performance of a concert, if only the official photographer is allowed in the concert performance zone, the festival undertakes, under reserve of restrictions imposed by the artist, or by his/her agent/management respectively, to make the images shot by the official photographer available to all the accredited editorial media, photojournalists and press agencies who request them.

These official photos will be available as rapidly as possible in the press area of the festival's web site, by means of an access code distributed by the press office.

The accredited media, photojournalists and press agencies undertake to mention imperatively the name of the festival, the name of the photographer and the fact that the images originate from a non-editorial third-party source in the caption.

If the photograph has been approved by the artist and/or retouched, and/or manipulated, the festival undertakes to make specific mention of it.

3.4 Editorial restrictions

If on an exceptional basis, in spite of the efforts of the festival, a contractual restriction imposed by the artist, his/her agent/management respectively, in accordance with article 2.4 cannot be avoided, the photojournalists are free to accept or not the restrictions in respect of their editorial line and in respect of the spirit of the articles 1.3 et 1.4.

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IV. Specificities of events

4.1 Montreux Jazz Festival

4.1.1 The wearing of dark clothing is compulsory. In the event of non-compliance with this regulation, the festival reserves the right to revoke the access to the work zone.

4.1.2 At the Montreux Jazz Club, for security reasons and in order to guarantee the comfort of the audience, the number of photographers admitted is strictly limited.

4.2 Paléo Festival Nyon

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V. Final provisions

5.1 This Charter is signed by the media and professional photographers associations respectively and by the festivals. It is also co-signed by the photographers and by the festivals for each separate event at the moment that accreditation is granted.

5.2 The Charter comes into force as soon as it is signed by the media and professional photographers associations respectively and by at least two festivals. Other festivals can adhere to the Charter progressively and subsequent to its entry into force.

5.3 The conditions specific to each individual festival are agreed under article IV of the present Charter and may be freely added by each festival with the agreement of all partners to the Charter.

5.4 The Charter is valid for a period of one year from the 1st January 2017. If the Charter is not cancelled with two months notice, it will be valid for another year from. Thereafter, the Charter will be renewed automatically from year to year under the same conditions. The partners undertake to review experiences within six months of the end of the events concerned. They also undertake to find all pragmatic solutions in order to strengthen the present Charter in the best interests of all partners.

Read and approved (date, place): _____

Surname and first name of photographer: _____

Media: _____ Signature: _____

Surname and first name of contact at the Festival: _____

Festival: _____ Signature: _____

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The signatories to the Charter:



Die Schweizer Journalistinnen | giornalisti svizzeri
impressum Les journalistes suisses

Christian Campiche, Président

 **PHOTOJOURNALISTES**
impressum
Schweizer FotojournalistInnen | Fotogiornalisti svizzeri

Philippe Maeder, Président

 **MÉDIAS SUISSES**
SCHWEIZER MEDIEN | STAMPA SVIZZERA | SWISS MEDIA

Daniel Hammer, Secrétaire général

 **USPP**
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Pierre Descombes, Membre du comité