



**Suomen
Taiteilijaseura**

**GENERAL
TERMS AND
CONDITIONS OF
CONTRACT**

YLEISET SOPIMUSEHDOT

1. GENERAL

These general terms and conditions of contract relate to contract templates for the Consignment contract, Commissioning contract, Exhibition agreement and the Contract for the sale of a work of art. These terms and conditions shall apply to the extent that the parties (hereinafter referred to as "the Artist" and "the Contracting Partner", collectively "the Contracting Parties") have not otherwise agreed in the actual contract and the terms and conditions are appropriate to the context, taking into account the particularities of the contract concerned.

2. COPYRIGHT

All copyright not separately assigned by agreement remains with the Artist and is without prejudice to any rights of the author under copyright law. In accordance with good practice, the name of the artist and title of the work must always be mentioned when using images of the work. Any use of the work for commercial purposes must be agreed with Kuvasto ry or the Artist.

The Contracting Partner is not entitled to use the work in any way that infringes the moral rights of the author. If the reproduction of a work has been authorised by contract, the author and the name of the work must always be mentioned when the work is reproduced.

The Artist is responsible for ensuring that the work or any part thereof does not in any way infringe the copyright of third parties or other rights based on copyright law, or any other intellectual property right. The Artist further declares that the work and/or related works referred to in this contract is/are subject to the sole control of the Artist, that no other rights or claims are attached to the work or related rights and that no other party's consent is required to agree on the work or related rights.

3. PREPAYMENT FOR A COMMISSIONED WORK

Compensation paid for a commissioned work of art is compensation for work done and is therefore compensation for work within the meaning of the Act on Tax Prepayments (1118/1996). Withholding tax is not withheld if the artist is entered in the prepayment tax register. Withholding tax is withheld on the basis of the tax card of a person who is not entered in the prepayment tax register.

4. COSTS RELATED TO THE CONTRACT

Unless otherwise agreed in writing, the Artist is not responsible for the costs related to the delivery, framing, hanging or other such costs of the work.

5. OWNERSHIP AND RISK LIABILITY

Ownership to the work passes from the Artist to the Contracting Partner when the work, the related work and any other costs of materials have been paid to the Artist in full

Risk liability passes to the Contracting Partner when the Artist has surrendered the work to the possession of the Contracting Partner.

6. TRANSFER OF THE CONTRACT

The Contracting Parties have no right to transfer the contract to a third party without the written consent of the other Party.

7. TERMINATION OF THE CONTRACT

If either of the Parties materially breaches the terms and conditions of the contract and has not rectified the breach within 30 days of receiving written notice, the other Party has the right to terminate the contract.

The Artist has the right to terminate the contract if the Contracting Partner demonstrably becomes insolvent.

If the contract involves the performance of the Artist, the Contracting Partner has the right to terminate the contract if the Artist becomes permanently incapacitated or dies before the work is completed.

If the Artist terminates the contract because the Contracting Partner has materially violated the terms of the contract or has demonstrably become insolvent, or the Contracting Partner terminates the contract because the Artist has become unable to complete the work or has died, the Contracting Partner must pay compensation to the Artist or their holders of rights for the work done. When assessing this, account must be taken of the work performed, costs, the degree of completion of the work, the usefulness of the work for the Contracting Partner and who will retain the work. However, advances paid by the Contracting Partner to the Artist must be deducted from the compensation, with the exception of fees paid for the draft. Where the total amount of the advances to be deducted exceeds the amount of compensation, the Contracting Partner is entitled to recover the difference.

If the Contracting Partner terminates the contract because the Artist has materially breached its terms, the Contracting Partner is entitled to a refund of the total amount of the advances paid to the Artist, including the fees paid for the draft, unless this would be unreasonable under the circumstances or unless the Parties agree otherwise.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

This contract is governed by the law of Finland. Attempts shall be made to resolve any disputes through negotiation. If negotiation does not result in a resolution, disputes shall be resolved by the District Court of Helsinki.

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