



**Terms of Use of the Folkwang University of the Arts  
for the performing of photo and filming work for editorial purposes**

**1. Scope of application**

The following terms of use contain the basic and binding regulations for the performing of photo and filming work (hereinafter also uniformly referred to as "the Production") at the Folkwang University of the Arts (hereinafter also referred to as "Folkwang") for editorial purposes. No deviating conditions on the part of the applicant shall be recognised unless expressly agreed to by Folkwang in writing.

**2. Subject matter of the contract / Basic regulations**

**2.1.** The taking of photographs and the shooting of films on the Folkwang premises and/or in Folkwang rooms shall require the express approval of Folkwang. Said approval shall only be granted on application, by specifying both the framework conditions and intended use of the planned photography and filming.

**2.2.** The Production shall solely be published within the framework of the intended use specified. For the sake of clarification, the granting of approval does not include the right to disclose the Production to third parties and/or grant third parties the rights of use to the Production. Any use going beyond the intended use specified shall require the express written permission of Folkwang.

**2.3.** Depending on availability, Folkwang shall appoint a person to instruct the applicant in the local conditions and to supervise the Production on site. There shall, however, be no entitlement to supervise the Production. The applicant shall undertake to follow the instructions of the responsible person. The Folkwang House Rules shall apply in all cases.

**2.4.** The applicant shall acknowledge and agree that Folkwang is entitled to revoke the authorisation granted at any time and without prior notice, in the event that the applicant violates these Terms of Use as well as instructions and/or the Folkwang House Rules. In the case that the approval is revoked, the right of the applicant to exploit the Production to the extent originally applied for shall be voided.

**3. Further obligations of the applicant**

**3.1.** With regard to the execution and exploitation of the Production, the applicant shall undertake to comply with the rights of third parties (particularly, but not exclusively, copyright and performance protection rights, personality rights of third parties, etc.) as well as the statutory provisions (particularly, but not exclusively, in accordance with EU GDPR). For the sake of clarification, it should be noted in this respect that the approval granted for the performance of the Production shall not include any rights of use to works of students and others. The applicant shall be responsible for the acquisition of the rights associated with the Production and exploitation of the Production and shall insofar also be liable for any related rights violations.



3.2. In relation to the use of the Production, a guarantee of origin shall be affixed as follows:

**The Folkwang University of the Arts**

Depending on the respective location of the Production, the following proof of origin shall be used – as captions for photos, and as credits for films:

**Folkwang University of the Arts, Zollverein World Heritage Site Campus, SANAA Building**

**Folkwang University of the Arts, Zollverein World Heritage Site Campus, Quartier Nord**

**Folkwang University of the Arts, Essen-Werden Campus, Old Abbey**

**Folkwang University of the Arts, Essen-Werden Campus, Folkwang Library**

**Folkwang University of the Arts, Bochum Campus, Folkwang Theatre Centre**

**Folkwang University of the Arts, Bochum Campus, Institute for Pop Music**

**Folkwang University of the Arts, Duisburg Campus**

3.3. The applicant shall undertake to inform Folkwang in relation to the use of the Production on the occasion of the initial publication – but not later, however, than two weeks following the initial publication – by email to: [presse@folkwang-uni.de](mailto:presse@folkwang-uni.de). Two complete specimen copies of publications shall be sent unsolicited and free of charge to Folkwang University Communications. In the case of an online publication, the corresponding link shall be sent to: [presse@folkwang-uni.de](mailto:presse@folkwang-uni.de).

**4. Liability**

4.1. Folkwang shall not be liable for damage (particularly personal injury and damage to property) culpably caused by the applicant as well as his vicarious agents and/or executing aides during the performance of the Production on the Folkwang premises and/or in Folkwang rooms. On first request, the applicant shall provide Folkwang with proof of an existing adequate liability insurance coverage.

4.2. Folkwang shall not be liable for damage (particularly personal injury and damage to property) suffered by the applicant during the performance of the Production through his own fault.

4.3. Folkwang shall not be liable for damage to – and/or loss of – items and objects brought by the applicant to the Folkwang premises and/or into Folkwang rooms for the duration of his stay, and/or left behind and/or forgotten on the Folkwang premises and/or in Folkwang rooms.

4.4. Folkwang shall assume no liability for any possible obstructions to the recording process caused by construction work and/or events conducted during the Production.

4.5. The applicant shall undertake to take appropriate care on the Folkwang premises and/or in the Folkwang rooms as well as in relation to their components and facilities. In this regard, the applicant shall be liable for any damage culpably caused by him that Folkwang and/or another user of the premises and/or rooms suffer in connection with the performance of the Production. Liability shall also apply to the vicarious agents and/or executing aides employed by the applicant.



**4.6.** On first request, the applicant shall indemnify Folkwang from all claims – including any legal prosecution costs – asserted against Folkwang in relation to the performance and exploitation of the Production.

**4.7.** Claims by the applicant for compensation for damages due to contractual dereliction of duty, for which he is responsible and which do not relate to material contractual obligations, shall be excluded, unless they are based on gross negligence or wilfully culpable misconduct by Folkwang and/or its vicarious agents and executing aides. Material contractual obligations shall be deemed to exist if their fulfilment is essential for the proper performance of the contract, the violation of which endangers the achievement of the purpose of the contract, and the compliance with which a contractual partner regularly relies on. This limitation of liability shall not apply insofar as Folkwang is mandatorily liable for damage to life, body or health as a result of negligence or intent on the basis of statutory provisions. In the case of slight negligence, liability shall be limited to the damage foreseeable and typical for the contract at the date of conclusion of the contract.

## **5. Final provisions**

**5.1.** No oral agreements have been concluded. Amendments and supplements to this agreement shall require the written form. The parties shall agree that the written form is maintained by sending signed declarations by email and/or by digital copy (scan).

**5.2.** Insofar as any provision in the contract is – or becomes – ineffective, this shall not affect the validity of the remaining provisions. The contracting parties shall undertake to replace any ineffective provision with one that comes closest to the original or economic purpose of the contract. The same shall apply to any lacunae in the agreement.

**5.3.** The laws of the Federal Republic of Germany shall be applicable. To the extent legally permissible, the parties shall agree on Essen as place of jurisdiction.