

GUIDELINES
of Grün Berlin GmbH
for photo, film and television recordings
in the gardens operated by the company:

- **Britzer Garten**
- **Gärten der Welt**
- **Natur Park Südgelände**

1. Introduction

In order to protect the gardens and their equipment, photo, film and television recordings are subject to the following conditions and may be subject to conditions.

The park regulations of the respective gardens ([Britzer Garten](#), [Gärten der Welt](#), [Natur Park Südgelände](#)) must be observed.

Especially in the case of recordings for commercial purposes, Grün Berlin GmbH reserves the right to make the recordings and their use dependent on its consent in each individual case.

2. Obligation to give consent

Photo, film and television recordings require the prior consent of Grün Berlin GmbH.

The application for special use of the gardens must be submitted in good time in advance via the Grün Berlin website. If possible, the [corresponding form](#) should be completed in full.

Excluded are photographs of buildings and facilities located on public roads, paths or squares (§ 59 UrhG¹) and exterior shots for private purposes of a small extent.

Consent will not be given if the recordings

- lead to a threat to the gardens,
- constitute an unjustifiable impairment of visitor traffic, or
- if the recordings and their use are not compatible with the tasks and reputation of Grün Berlin GmbH as well as the ethical aspects of the gardens.

¹ **§ 59 UrhG Works in public places**

(1) It is permissible to reproduce, distribute and publicly reproduce works that are permanently located on public paths, streets or squares by means of painting or graphics, by photograph or by film. In the case of works, these powers extend only to the external view.

(2) The reproductions may not be made on a building.

3. Agreements

The consent is given within the framework of a prior written agreement on an appropriate motive rent and, if applicable, a usage fee (electricity, cleaning, water, security costs, etc.).

The tariffs for use are determined by the management of Grün Berlin GmbH. When deciding which fee is appropriate (e.B. also for universities or other state-funded institutions), the extent of use and the extent of any impairments / complications triggered by this must be taken into account.

A usage fee is not charged

- for current reporting,
- for recordings that constitute an appropriate advertisement for the gardens.

However, Grün Berlin GmbH reserves the right to charge an expense allowance in this case as well.

Drone flights require prior approval from the park management. Information on generally applicable regulations of the Federal Ministry of Transport and Digital Infrastructure can be found [here](#).

4. Liability

Grün Berlin GmbH is not liable for damages incurred by the holder of the recordings. The carrier is liable for all personal injury and property damage arising in connection with the reception activity and undertakes to bear them alone. This does not apply if the occurrence of damage was caused intentionally or through gross negligence by employees or vicarious agents of Grün Berlin GmbH.

The holder of the recordings undertakes to observe the fire police, domestic law and other relevant regulations.

A liability insurance with a correspondingly high sum insured must be proven before the start of the recordings.

Grün Berlin GmbH