

Terms and Conditions for Side Door Hippies GmbH

General Provisions

1. These Terms and Conditions apply to contracts concluded between you and us, Side Door Hippies GmbH (Grafenberger Allee 82, 40237 Düsseldorf, HRB 87066, VAT ID No. DE325058967), represented by Managing Director Mr. Ralf Beckert, unless expressly agreed otherwise in writing. Deviating or conflicting conditions are not recognized by us unless we have expressly agreed to them.
2. Changes to these Terms and Conditions will be communicated to you in writing, by fax, or by email. If you do not object to such changes within four weeks of receipt of the notification, the changes shall be deemed accepted by you. You will be separately informed of your right to object and the consequences of silence in the event of changes to these Terms and Conditions.
3. These Terms and Conditions apply exclusively to entrepreneurs. For the purposes of these Terms and Conditions, an "enterprise" refers to a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding a contract (§ 14 paragraph 1 BGB).
4. The language available for contract conclusion is exclusively German. Translations of these Terms and Conditions into other languages are provided solely for your information. In case of discrepancies between language versions, the German text shall prevail.
5. These Terms and Conditions also apply to all orders that involve digital editing, alterations, modifications of images, videos, or audio, or the granting of image/video/audio licenses. These Terms and Conditions also apply to orders for subsequent changes or modifications as part of an ongoing business relationship.
6. "Images" as referred to in these Terms and Conditions include all products created by Side Door Hippies GmbH, regardless of their technical form or the medium in which they are produced or exist (e.g., negatives, slides, paper images, digital images/still images, prints, canvases, posters, etc.).
7. "Videos" as referred to in these Terms and Conditions include all moving images created by Side Door Hippies GmbH in the broadest sense, regardless of their technical form (e.g., videos, video excerpts, still videos, animations, stills from videos, etc.).
8. "Audio" as referred to in these Terms and Conditions includes all music, compositions, sound designs, and voice recordings produced by Side Door Hippies GmbH.

Conclusion of Contract

1. Side Door Hippies GmbH specializes in film and video production with international clients, organizing and executing film/video shoots, as well as editing the filmed material (editing, visual effects, graphic editing). Service offers are non-binding unless expressly stated otherwise. Cost estimates are merely non-binding approximations.
2. The scope of the order and its execution is determined exclusively by our written order confirmation.
3. The order confirmation of a client constitutes a binding acceptance of the order contents specified therein.
4. A contract with the client is concluded only when Side Door Hippies GmbH accepts an order in writing through an order confirmation or by performing the service. The acceptance period for an order is two (2) weeks from its receipt.
5. Side Door Hippies GmbH reserves the right to decide which employees will provide the contractual services. The company is also entitled to replace employees or deploy other employees with the required qualifications for the contracted services.
6. Unless otherwise agreed, Side Door Hippies GmbH has the right to have contractual services performed by third parties without prior consent from the client.
7. The contractual terms, including information about the agreed services and these Terms and Conditions, will be provided directly to you via handover, fax, or email upon acceptance of the contract offer or notification thereof.

Involvement of Third Parties

1. The client shall be liable for third parties acting on their behalf or with their consent within the operational sphere of Side Door Hippies GmbH, as if for their own agents. Side Door Hippies GmbH is not responsible for any failure to fulfill obligations towards the client due to the actions of such third parties.

Production

1. Production is based on a briefing approved by the client before production begins.
2. The artistic and technical design of the film is the responsibility of Side Door Hippies GmbH. The client is responsible for the factual accuracy and legal permissibility of the film content, provided that Side Door Hippies GmbH follows the client's instructions.
3. Side Door Hippies GmbH carefully stores digital raw data. The company is entitled, but not obligated, to delete stored digital raw data three years after the completion of the order.
4. Side Door Hippies GmbH is liable for the lightfastness and durability of images only within the warranty limits of the manufacturer of the photographic materials.

5. The shipment and return of films, images, and templates occur at the client's cost and risk. The client may determine the method and party responsible for the return shipment.

Delivery and Delivery Time, Place of Performance

1. Compliance with agreed delivery dates requires that all permits required for contractually compliant delivery, documents to be provided by the client, approvals, services to be rendered, and other client obligations have been provided or fulfilled on time. If this does not happen, the delivery period will be extended by the time the delivery is delayed due to the client's actions or payment default. This applies correspondingly if a third party (supplier) fails to deliver properly.
2. To meet the delivery deadline, it is sufficient to dispatch the delivery on time or to notify the client of readiness for dispatch.
3. If the failure to meet an agreed delivery deadline is due to force majeure (e.g., strikes, lockouts, official orders, general telecommunications disruptions, etc.), circumstances within the client's responsibility, or other circumstances beyond Side Door Hippiess GmbH's control, the delivery period shall be extended by the duration of the event plus a reasonable start-up time.
4. Unless otherwise agreed, the place of performance is the registered office of Side Door Hippiess GmbH. If the client requests performance at another location, this shall be at their risk and expense.

Costs, Fees, Expenses

1. Prices indicated by Side Door Hippiess GmbH are in Euros (€) and do not include statutory VAT unless explicitly stated otherwise. The agreed price includes all production costs, provided the film, photos, or other media are produced according to the specifications agreed upon at the time of the order, particularly the approved briefing. Travel and material costs are not included in the price unless expressly agreed and must be reimbursed separately based on documentation.
2. If the client requests changes to schedules, scripts, briefings, or already produced material before the project is accepted, these changes will be charged to the client unless they constitute a justified defect complaint. Side Door Hippiess GmbH will promptly inform the client of the expected costs of these changes.
3. The selection of actors, models, and speakers requires coordination with the client. If the client requests individuals who demand fees above the industry average due to their prominence or other reasons, the additional costs must be borne by the client.
4. Weather-related postponements or interruptions of a shoot (weather risks) are not included in the calculated production costs. Additional costs incurred as a result must be reimbursed separately by the client based on documentation. The same applies to additional shoot days not caused by intentional or grossly negligent actions by Side Door Hippiess GmbH.

5. If a reshoot is required without it being caused by intentional or grossly negligent actions by Side Door Hippiess GmbH (e.g., due to equipment or material damage), the client cannot claim reimbursement for travel expenses or lost income.
6. If a shooting date is postponed by the client less than 10 days before the agreed date, Side Door Hippiess GmbH is entitled to compensation for the additional costs incurred due to the postponement.
7. If an order is canceled by the client, a cancellation fee is due as follows:
 - Up to 7 days before the scheduled date: 30% of the agreed net fee
 - Up to 3 days before the scheduled date: 50% of the agreed net fee
 - Up to 48 hours before the scheduled date: 70% of the agreed net fee
 - Up to 24 hours before the scheduled date: 100% of the agreed net fee

The client is expressly permitted to prove that no damage was incurred or that the damage is significantly lower than the stated flat rate.

8. If a scheduled date is missed for reasons beyond Side Door Hippiess GmbH's control, the company is entitled to charge for the planned time or the agreed flat fee, if applicable.
9. If a production is delivered in parts, Side Door Hippiess GmbH is entitled to invoice partial fees upon the delivery of each part. If the order spans a longer period, Side Door Hippiess GmbH may request advance payments amounting to at least 30% of the anticipated total compensation.
10. Side Door Hippiess GmbH is entitled to demand an advance payment of at least 30% of the total compensation at the time of order placement.
11. If hourly rates are agreed, Side Door Hippiess GmbH is entitled to bill the agreed hourly rate for extended recording work. If a flat rate is agreed upon and the agreed recording time is significantly exceeded (by more than 15%), the additional work must be compensated based on the agreed flat rate.
12. Due invoices are payable immediately without deduction. The client will be in default if payment is not received within 14 days of invoice receipt. In the event of default, Side Door Hippiess GmbH is entitled to charge default interest at 9 percentage points above the ECB's base rate. Additionally, the client agrees to reimburse necessary dunning and collection costs incurred for legal enforcement.
13. Side Door Hippiess GmbH retains ownership of the delivered image/video material or other media products until the purchase price has been paid in full.
14. Complaints regarding the artistic and technical design are excluded if the client has not provided explicit instructions. If the client requests changes during or after production, they shall bear the additional costs. Side Door Hippiess GmbH retains the right to full compensation for already initiated work.

Copyright

1. Side Door Hippies GmbH retains copyright to all images, videos, and audio in accordance with copyright law.
2. Images, videos, audio, and other media products created by Side Door Hippies GmbH are intended solely for the client's use. If Side Door Hippies GmbH grants usage rights to its works, these rights are transferred only as simple usage rights, unless explicitly agreed otherwise. Ownership rights are not transferred with the provision of images, videos, audio, or other media products. The transfer of usage rights to third parties, including other affiliated or subsidiary companies, requires special agreement.
3. Usage rights are transferred to the client only after full payment of the agreed fee to Side Door Hippies GmbH.
4. Side Door Hippies GmbH reserves the right to be credited as the author when its images, videos, and audio files are used. Violation of this right to attribution entitles Side Door Hippies GmbH to claim damages. The credit "Photo: Side Door Hippies GmbH" must be provided for every publication, either directly under the image/video or in the imprint. For publications on internet platforms, especially social media (e.g., facebook.com, tumblr.com, pinterest.com, vimeo.com, instagram.com), which feature "sharing" and "linking" functions, Side Door Hippies GmbH should be linked wherever possible. This specifically applies to its profiles on https://www.instagram.com/side_door_hippies, <https://www.youtube.com/c/SIDEDOORHIPPIESGmbH>, and <https://vimeo.com/sidedoorhippies>.
5. Any further usage, exploitation, reproduction, distribution, or publication is subject to fees and requires prior express consent from Side Door Hippies GmbH. This includes secondary use or publication, internet and social media publication, use in product brochures, advertising campaigns, or any reprints, modifications, alterations, or adaptations of the image or video material. Alterations to image or video material through montage, composing, or electronic tools to create a new copyrighted work are permitted only with prior written consent from Side Door Hippies GmbH. Image or video material may not be redrawn, replicated, or otherwise used as a motif without permission.
6. Regardless of the scope of usage rights granted in individual cases, Side Door Hippies GmbH reserves the right to use the images and videos for self-promotion, such as in showreels, on its website, or on its social media accounts (e.g., https://www.instagram.com/side_door_hippies, <https://www.youtube.com/c/SIDEDOORHIPPIESGmbH>, <https://vimeo.com/sidedoorhippies>), even if trademarks, trade names, or other protected marks of the client are visible.

Liability

1. Side Door Hippies GmbH is liable only for damages caused intentionally or through gross negligence by itself, its legal representatives, or its agents, or in cases of culpable violation of a significant contractual obligation (cardinal obligation), breach of a guarantee, or fraudulent concealment of a defect. A "cardinal obligation" is an obligation whose fulfillment is essential for the proper execution of the contract, the violation of which endangers the purpose of the contract, and on whose compliance the client regularly relies.

2. In the event of a breach of a cardinal obligation due to simple negligence, Side Door Hippiess GmbH's liability is limited to the foreseeable, typical damage.
3. Further liability by Side Door Hippiess GmbH is excluded. These exclusions do not apply to culpable injury to life, body, or health by Side Door Hippiess GmbH or its legal representatives or agents. Liability under the German Product Liability Act remains unaffected.
4. Side Door Hippiess GmbH points out that its own equipment is generally insured. This does not apply to third-party equipment requested by the client. In such cases, the client must ensure that sufficient insurance coverage is in place. Side Door Hippiess GmbH is liable for damages to recording objects, templates, films, displays, layouts, negatives, or data only in cases of intent or gross negligence unless otherwise agreed.
5. If Side Door Hippiess GmbH uses client-owned devices or devices provided by the client that belong to third parties, the client must ensure adequate insurance against damage or loss. In such cases, the use of the equipment is at the client's risk, and Side Door Hippiess GmbH assumes no liability.

Ancillary Obligations

1. The client guarantees that they hold the reproduction and distribution rights to all templates provided to Side Door Hippiess GmbH and, in the case of portraits, have the consent of the depicted persons for publication, reproduction, and distribution. The client bears any claims by third parties arising from the violation of this obligation.

Transfer of Rights

2. Side Door Hippiess GmbH undertakes to acquire rights to the extent necessary to achieve the purpose of the contract. Consequently, Side Door Hippiess GmbH grants the client exclusive usage rights to the video/audio/photo for utilization within the agreed scope (time and place), provided these rights belong to Side Door Hippiess GmbH, have been transferred by the creators under existing collective agreements, or have been acquired in the usual commercial manner from the rights holder.
3. If the client intends to extend the usage rights after the project's completion beyond the agreed time or geographic scope, Side Door Hippiess GmbH will transfer the corresponding rights, if possible, in exchange for standard or, if unavailable, reasonable compensation. Side Door Hippiess GmbH will refuse such extensions only for valid reasons.
4. If the client wishes to acquire rights to the project beyond the agreed usage, a separate agreement must be concluded with Side Door Hippiess GmbH.

Confidentiality

1. Both Side Door Hippies GmbH and the client are mutually obligated to maintain the confidentiality of all trade and business secrets disclosed during the contractual relationship. This obligation extends beyond the duration of the contract and includes ensuring confidentiality among employees through appropriate measures.

Data Protection

1. Responsibility:
Side Door Hippies GmbH undertakes to comply with applicable data protection regulations, including the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), when providing contractually agreed services. The company is responsible for the lawful handling of personal data provided by the client for the agreed services, as well as for ensuring the rights of data subjects (e.g., rights to access, correction, deletion, and restriction of processing). Side Door Hippies GmbH is also responsible for complying with formal data protection obligations (e.g., appointing a data protection officer, conducting data protection impact assessments, maintaining processing records).
2. Processing Principles:
Side Door Hippies GmbH undertakes to process personal data provided by the client lawfully, transparently, in good faith, and exclusively for the provision of contractually agreed services. Any further use of the data, especially for Side Door Hippies GmbH's purposes or third-party purposes, is prohibited. Additionally, Side Door Hippies GmbH will limit processing to the minimum necessary and ensure the accuracy, integrity, and confidentiality of the data.
3. Details can be found in our privacy policy at www.sidedoorhippies.com/impressum.

Applicable Law

1. The contractual relationship between Side Door Hippies GmbH and the client, as well as all disputes arising from or in connection with this contractual relationship, are subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Final Provisions

1. These Terms and Conditions are complete and final. Amendments or additions to these Terms and Conditions require written form. This also applies to the waiver of the written form requirement.
2. If the client had their residence or habitual abode in Germany when concluding the contract and has either moved from Germany or their residence or habitual abode is

unknown at the time of the lawsuit, the place of jurisdiction for all disputes is our company's registered office in Düsseldorf.

3. If the client is a merchant, a legal entity under public law, or a special fund under public law, or has no general jurisdiction within Germany, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between the parties is our business headquarters.
4. Should any provisions of these Terms and Conditions be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a legally valid provision that most closely reflects the economic intent and purpose of the invalid provision. The same applies to any gaps in the provisions.

