

Rechtsschutzordnung des bbk berlin
veränderte Fassung vom 04.06.2014

1. General Remarks

The bbk berlin guarantees its member professional legal protection, in particular copyright and contract law protection. This poses a significant risk for such a limited association based on the principle of mutual solidarity. Large legal protection insurances completely exclude legal protection of independent professional occupations and of copyright from their contract conditions. The bbk berlin guarantees subordinated legal protection to an artist, if he/she cannot obtain legal protection from an already existing legal protection insurance. bbk berlin legal protection is likewise subordinated, when and insofar the artist, by judicial authorization, can obtain legal aid without the obligation of installment payment for the enforcement or defense of procedural asserted claims.

In order to guarantee legal protection and limit risks posed by it for the solidarity group, the legal protection regulation is to determine the extent and limits of legal protection for all bbk berlin members on the principles of fairness and equal treatment. The legal protection does, however, remain a voluntary service. Neither does any legal entitlement exist nor is any liability assumed in the context of legal protection.

2. Requirements and Usage

- 2.1. A member of bbk berlin is granted free legal protection in accordance with the financial capacity of the bbk berlin for disputes directly related to his/her professional work as a visual artist or resulting from the performance of the legitimate interests of the bbk.
- 2.2. Legal protection also includes disputes from the Künstlersozialversicherung.
- 2.3. Legal protection is limited to disputes where the amount in dispute or the anticipated dispute does not exceed 10,000 €. If the amount in dispute exceeds the limit of 10,000 €, the bbk berlin can bear a share of the costs, e.g. can bear 2/3 of costs for a dispute amounting to 15,000 €.
- 2.4. As far as artists are entitled to VAT deduction, they have to bear themselves those parts of the costs attributable to the VAT. In this case the bbk will only bear the VAT-adjusted net costs.
- 2.5. Legal protection is not granted if the dispute arises from activities of the artist as client, principal or employer.
- 2.6. Furthermore, legal protection concerning the following disputes are excluded:
 - a) for labor disputes before the Labor Court;
 - b) for legal disputes based on residential or commercial leases;

- c) for any disputes where the opposing party is residing or has his/her registered office abroad and where German jurisdiction is therefore not given;
- d) for any additional costs arising from the fact that the assertion of the right or the defense of unjustified claims requires the involvement of a lawyer based outside of the Berlin district;
- e) for all expenses incurred in connection with forced execution measures from enforceable judgments;
- f) for legal disputes that bbk members intend to carry out or are already carrying out against each other;
- g) for any legal dispute where a representative of a bbk organ or a legal person shall be or is engaged in which the bbk participates as partner.

In the above mentioned cases partial legal aid costs may be granted upon application in case of special needs.

- 2.7. Legal protection is granted only if
 - the membership has lasted for at least six months
 - the statutory fee has been paid
 - if the dispute has not arisen before the start of membership or within the period of six months after the start of membership, unless new effects from - - the lawsuit have arisen since the six months deadline
 - no gross negligence or intentional behavior of the member has caused the dispute
 - a reasonable prospects of success of legal representation exists
- 2.8. A reasonable chance of success for legal representation does not exist if the facts causing or denying the claim and which the artist seeking legal protection relies on, can not be proven or if such evidence can most likely not be completed successfully . Should the artist base his claims exclusively on oral contractual arrangements - and has therefore failed to conclude the agreements in writing – legal protection can be denied; unless it appears from other documents that the content of the alleged contractual agreements between the parties is not in dispute.

3. Scope of Legal Protection

- 3.1. The Legal Protection includes legal advice as well as legal representation in and out of court.
- 3.2. The bbk berlin head office must be notified of cases that are to be counseled before a lawyer gets involved. Legal advice is provided free of charge by the head office depending on the office's organizational capabilities. The office can, however, refer the member to a lawyer appointed by the office.

- 3.3. Legal protection is generally granted for only one judicial level and must be applied for anew for each judicial level.
- 3.4. If a reasonable prospect for the success of legal representation is doubtful, the bbk berlin may limit the cost coverage commitment to only a part of the costs of legal representation. If the dispute, for which the member seeks cost coverage, regards claims for damages, whose amount can only be estimated, the member must have the expected amount of loss asserted by a private appraisal. He/She has to pay for this himself/herself before the judicial assertion of the claims. If such a determination is not done, because the member either did not want to cover the costs or because such proceeding were unreasonable or uneconomic, the bbk berlin, in case of a cost coverage commitment, will not be liable for costs arising from the fact that the artist's declared valuations exceed those determined by a court-appointed expert.
- 3.5. Should the bbk berlin have a self-interest in following up a case that exceeds the scope of this legal protection regulation, the Board can decide to provide legal protection beyond this regulation.
- 3.6. If a member enforced his/her claims in court in whole or in part in a legal case in which the bbk granted legal protection, payments by the obligated party must first be offset to costs that the bbk berlin advances or has to advance.

4. Issuance of Legal Protection

- 4.1. The decision to issue legal protection is taken by the bbk berlin Board. The decision can be delegated.
- 4.2. The member has the right to appeal and demand a decision by the Board itself, should legal protection be denied by a delegated person.

5. Other Regulations

- 5.1. The persons appointed to carry out the legal protection are relieved from their professional secrecy towards the bbk berlin by the member and will inform the bbk berlin on the respective situation and procedural status.
- 5.2. Court supervised conciliation require the approval of bbk berlin, if the Association in its role of granting legal protection is charged with costs that do not correspond to the economic value and result of the settlement.
- 5.3. Should the conditions of the legal protection, contrary to the member's declarations, turn out to be non-existent or no longer existent, the bbk berlin may retroactively withdraw the legal protection.
- 5.4. The retroactive withdrawal can also be made if the member does not follow the reasoned advice of the legal representative or influences a procedure without his/her approval (e.g. completion of settlements including cost burden and without a revocation reservation).

6. Entry into Force

This legal order enters into force on November 08, 1989.