

## Events & Venue Hire Terms and Conditions

**Terms and conditions for all events taking place within the National Galleries of Scotland including the hiring of, and entertaining within, the National Galleries of Scotland premises.**

NGS TRADING COMPANY LIMITED (herein after referred to as NGS) the company registered in Scotland (Number SC312797) having its registered address at 73 Belford Road, Edinburgh, EH4 3DS (VAT Group GB100190482) and a wholly owned subsidiary of National Galleries of Scotland (Scottish Charity Number SC003728): are prepared to offer the use of the National Galleries of Scotland buildings as venues (NGS venues) for corporate events, including without limitation, the Scottish National Gallery namely the Royal Scottish Academy Building (RSA), the National Gallery of Scotland (NG), the Weston Link (LINK), the Hawthornden Lecture Theatre (HLT), Farmer Concourse, Scottish Café and Restaurant and IT Gallery, the Scottish National Portrait Gallery (PG), the Scottish National Gallery of Modern Art One (GMA1), The Studio and the Scottish National Gallery of Modern Art Two (GMA2 – formerly called the Dean Gallery) and the grounds at both the GMA1 and GMA2. The Galleries house the national art collections, the safety of which is of paramount importance, as are the listed buildings in which they are housed. Applications for use of the galleries for events will be accepted only if events are considered reasonable and appropriate. All bookings are made at the discretion of the NGS Trading Company Ltd and the National Galleries of Scotland Board of Trustees, the Director-General of the NGS and the Director of the Gallery in question.

The following terms & conditions must be accepted and the Indemnity Form signed and returned to the NGS Events Office, in order for the event to be confirmed as a booking.

### VENUE USE

The person or organisation (the Hirer) using the NGS venues for any type of event, must fully and fairly represent the purpose for which the venue is required (the Event). Any misrepresentation may result in cancellation of the Event at any time by NGS. Under no circumstances may the Hirer sub-let or further offer for hire any of the venues booked or any part of them. In the use of the NGS venue by the Hirer the Hirer will comply with all reasonable requirements of the NGS. For the avoidance of doubt NGS shall retain paramount control of the NGS venue and the rights of the Hirer are limited to use, for the Event, of such part of the NGS venue as are agreed with NGS.

### CHARGES

The relevant hire fee (+ VAT at the rate then applicable) notified to the Hirer will be charged. Also payable is a charge for members of NGS Security Team to be present in any gallery spaces which are to be used as part of the event. Any additional costs incurred as a result of the Hirer failing to comply with any of the terms and conditions set out herein, will be chargeable to the Hirer.

### CONFIRMATION

Upon Confirmation and to secure the booking, 25% of the total venue hire fee (+ vat at the rate then applicable) will be invoiced to the Hirer and must be paid when the booking is made and this is non returnable or refundable. The remainder of the hire fee (+ VAT at the rate then applicable) (the Balance) shall be payable within 7 days of invoice and in any event prior to the Event.

### CANCELLATIONS

Hirer cancellation terms. If the Hirer cancels a booking:

If the booking is cancelled less than 4 weeks before the Event is scheduled to happen: 50% of the Balance will be payable.

If the booking is cancelled less than 2 weeks before the Event is scheduled to happen: 75% of the Balance will be payable.

If the booking is cancelled less than 1 week before the Event is scheduled to happen: the whole of the Balance will be payable.

NGS reserves the right to cancel the event immediately upon giving written notice of termination to the Hirer if the Hirer fails to comply with any of its obligations set out in these Terms and Conditions, including without limitation, its payment obligations. If the NGS reasonably considers that the management or control of the Event is inadequate and/or the behaviour of the guests or attendees of the Event is such that could lead to danger or injury to any person or material damage to any property, including the venue itself, then NGS reserves the right to cancel the event. NGS shall be entitled to cancel the event on the occurrence of any circumstances beyond its reasonable control (including without prejudice to the generality of the foregoing) the occurrence of any act of God, act or any regulations of any governmental or supra-national authority, war or national emergency, revolution, act of terrorism, riot or civil commotion, failure of supplies of power, fuel, transport, equipment, raw materials or other goods and services, accident, epidemic, fire, flood, lightning, riot, disputes with employees, default of suppliers or sub-contracts, strike, lock-out, or other form of industrial action (whether involving employees of NGS or a third party) which render it unable to perform all or any part of its obligations under the Terms and Conditions whether before or during the Event.

NGS may also require any person (s) to leave the venue itself during the Event if the NGS Events Manager reasonably considers that person or persons to be intoxicated or under the influence of drugs or otherwise be behaving in a manner which:

- (a) Impedes or adversely affects the enjoyment of other people attending the Event or puts those other people at risk.
- (b) Has caused any loss or damage or increases the risk of loss or damage to the venue or any other property.
- (c) Is causing a disturbance of the peace.

The Hirer is strongly recommended to consider the purchase of event insurance in respect of the Event.

### VENUE CLOSURE

Hirers should note if any NGS venues are forced to close due to the compulsory closure of its premises by order of a competent authority (e.g. Local Authority, Environmental Health, Local Government), due to an outbreak of a human infectious or contagious condition or for any other health or environmental concern, then the Event can be rescheduled to a date agreed with the NGS. The NGS will not be held liable for any disruption to the Event due to the unforeseen closure of any NGS venue or any part thereof.

#### **OPENING / CLOSING TIMES**

Hirers should contact the Events Office and ensure they are aware of the closing times of the gallery venue in question. Timings can vary depending on the exhibition and time of year and Hirers are advised to check with the Events Office in advance of making arrangements for e.g. Event set-up (including caterers' access). Set-up for the event will not be permitted until after the venue closes to the public.

#### **NON-SOLICITATION**

The Hirer may not use the Venue for active fundraising by itself or on behalf of charities, including e.g. auctions, raffles and other such activities.

#### **SET UP / ACCESS**

Extreme care should be taken during set-up and take-down of Events to ensure minimum risk to the artworks and buildings. Equipment must not be carried above shoulder height through the galleries. Adequate time should be allowed for careful set-up. Hirers should note that access into the galleries for set-up (i.e. after the gallery closes but before the start of the Event) is via the following ways:

PG and GMA1: via front door (bell entry system), GMA2: via back door (intercom entry system), NGS, LINK and RSA: via RSA Building back door. All Contractors and members of staff from the Hirer's company who are involved in set-up should be informed of this. Personnel arriving between the closing time and the commencement of the Event must sign in upon entering the building and make themselves known to NGS uniformed security staff. Names of such personnel must be provided in advance to the Events Office and will be passed on to the NGS Head of Security.

#### **DELIVERIES**

All deliveries must be pre-arranged and the NGS Events Manager informed in advance. Delivery and uplift of Event equipment must take place before 10.00am or after 5.00pm (7.00pm on Thursdays) or applicable closing time for the gallery in question.

#### **EVENT COMMENCEMENT**

Upon commencement of the Event, entry to the Event for guests is via the normal front entrance. The front doors will not be opened for guests until the commencement of the Event. Chairmen and distinguished guests should be asked not to arrive before that time, unless special arrangements are made in advance with the Events Office.

#### **TIMING / END OF EVENT**

The timing agreed at confirmation of booking at which the Event will finish must be adhered to. All guests should depart the Event so that takedown can commence. The closing time for the Event will not be extended under any circumstances, on the night of the event. Any changes in Event timing must be arranged prior to the event with the Events Office. NGS uniformed security staff may ask guests to leave the NGS venue at any time after the finish time of the Event. Hirers will be charged if Events exceed the agreed finish time. After the Event, the Hirer and sub-contracted personnel, including caterers, must remove from the NGS venue everything brought and placed therein by any person, including litter, and ensure that the Venue and access routes are left in a tidy condition to the satisfaction of the NGS. The NGS will not accept responsibility for loss or damage to any article or articles brought into the Gallery by Hirer's, contractors or guests.

#### **CLEANING**

The Hirer will ensure that the Venue is maintained at all times in a clean, tidy and safe condition. The Hirer shall ensure that all rough cleaning e.g. food leftovers, paper, decorations etc is properly carried out immediately after the Event. NGS reserves the right to charge the Hirer if additional cleaning is necessary to cover its reasonable costs for such additional cleaning.

#### **ENTERTAINMENT**

The type of entertainment to be provided, e.g. music, must be agreed with the Events Office. Any specified maximum volume or level of sound or other condition for music/entertainment must be strictly adhered to. No dancing is permitted in areas where artworks are hung.

#### **HAWTHORNDEN LECTURE THEATRE**

For Hirers using the HLT, the following should be noted: The Events Office must be notified at least 2 weeks prior to the Event of any AV requirements. The HLT is equipped with a variety of AV equipment, and Hirers have full AV support from our in-house technician. The Events Office must also be notified of any additional equipment being provided, or required by the Hirer.

#### **CAPACITIES**

Hirers MUST ensure that the Gallery's stated capacity limits are not exceeded. Capacity limits should also include organising personnel, contractors and caterers and this attendance estimate should be advised upon booking. Fire Limits and Safety Capacities are available upon request.

#### **PROVISION OF CATERING**

The Hirer must use one of the NGS Contracted Caterers for use at the event. No other caterers are permitted to provide catering within the NGS venues. The list of caterers is available from the Events Office. Any catering will be supplied and consumed only in areas agreed with the NGS Events Office. Serving of drinks must cease 15 minutes before the event end. Champagne bottles must be opened out with the gallery rooms.

#### **GENERAL RESTRICTIONS**

- Red wine is not permitted in any of the NGS venues, unless otherwise arranged in advance with the Events Office.
- Helium balloons, smoking, candles, any forms of naked flames and deep fat fryers are strictly not permitted inside the NGS venues.
- No alterations can be made to the layout or appearance of any part of any NGS venue without prior authorization from NGS.
- No displays, stands, floral arrangements etc can be placed in front of works of art
- Amplifier speakers for PA systems should be at floor level, or on secure stands which must not be placed in front of works of art.
- Works of art must not be touched and will not be moved for Events.

#### **OTHER CONTRACTORS**

The Events Office will provide a list of recommended contractors for other requirements e.g. musicians, florists, lighting companies. The Hirer must inform the Events Office of all contractors who will be operating at the Event.

#### **ELECTRICAL EQUIPMENT**

All electrical equipment brought into the NGS venue must be fully PAT tested, with relevant up to date labels and certificates where applicable. Hirers must ensure that their chosen suppliers' electrical testing certificates are up to date. Spot checks will be carried out regularly by NGS engineers, and equipment not labelled appropriately will be removed from the NGS buildings.

#### **BLOCKING FIRE ESCAPES**

Fire escapes and access routes must not be blocked, Storage of equipment and/or setting up of displays etc in fire escape routes or in front of fire doors or in fire corridors, is strictly prohibited.

#### **OFFICE FACILITIES**

It is regretted that no office facilities are available to organisers or Hirers. Gallery staff are instructed to deny access to offices and office machinery.

#### **PRE-EVENT SITE VISITS**

Prior to the day of the Event, a site visit including a detailed walkthrough should be carried out at the venue between the catering representative who will be managing the Event, the NGS Events team, the client and other contractors as required.

#### **LIGHT LEVELS AND ENVIRONMENTAL CONDITIONS**

Special events lighting is permitted in some of the gallery rooms but must be arranged in conjunction with the NGS events team in order to comply with required lux levels and UV reduction etc. Lighting may not shine directly onto works of art. If an NGS engineer is required to oversee input of extra lighting and any changes to existing light systems within the NGS, an additional charge may apply.

#### **INDEMNITY / LIABILITY**

The Hirer is liable for and shall indemnify the National Galleries of Scotland against any claim in respect of personal injury or death of a person arising as a result of the Event, unless due to any act or neglect of a person for whom the National Galleries of Scotland is responsible. The Hirer is liable for any claim in respect of any damage to property to an amount of £5,000,000 for any one occurrence in so far as such damage arises as a result of the event and is due to the negligence, omission or default of the Hirer or any person for whom the Hirer is responsible. The Hirer will acquire insurance in respect of its liabilities hereunder and will exhibit the policy in respect of that insurance together with evidence of payment of the premium if requested to do so by NGS. The Hirer is advised, and must so advise the Event attendees, to take responsibility for the care and security of their belongings. NGS shall not be liable for any loss of or damage to the personal property of the Hirer or that of any person for whom the Hirer is responsible. The Hirer is strongly recommended to consider the purchase of event insurance in respect of the Event.

#### **HEALTH AND SAFETY**

The Hirer must comply with all applicable Health and Safety laws and regulations (including but not limited to the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999) in respect of the safety of staff employed and the operation of any equipment that is brought into NGS venues. The Hirer must also comply with the NGS safety requirements in operation at the time of the Event or with any instruction issued by the NGS Health and Safety Manager.

#### **SECURITY**

The Hirer must take instructions from the Events Office staff while events are in progress, or from any member of the NGS uniformed security staff. The senior member of the NGS uniformed security staff on duty will assume full control and responsibility for procedures, including where appropriate, evacuation in the event of his perception that any security matter, such as a bomb threat, fire or the behaviour of those attending events, warrants such control and implementation of procedure. The Hirer cannot employ extra security personnel from external suppliers. Hirers are required to provide lists of all staff arriving at the Event before the guests arrival, as well as a note of all contractors being used. The NGS reserve the right to carry out random bag searches in instances of heightened security. Catering staff should be wearing caterers own branded uniforms and badges. The Hirer shall be responsible for keeping proper order and shall also ensure that all persons attending the event shall behave in a seemly manner and comply with any instructions they may receive from NGS officials.

#### **INVITATIONS / PUBLICITY**

Invitations should be sent to the Events Office for checking, BEFORE they are printed. Fax number 0131 623 7046 or email [events@nationalgalleries.org](mailto:events@nationalgalleries.org). Copies of the actual invitation card should be sent to the Events Office for reference, prior to the Event. Under no circumstances may the Event be advertised to the general public in national or local circulation papers or magazines, or in posters or handbills, without the prior approval in writing of the NGS Events Office. The Events Office must be informed if tickets are to be sold by the Hirer for the Event, and the means by which this is to be done. The Hirer is responsible for the attaining, and paying for, the appropriate licenses required for ticketed events (see below). Images of NGS artworks can sometimes be used on invitation cards, with the prior agreement of the Events Office. Transparencies or jpegs may be obtained for this purpose through the NGS Photographic Licensing Unit via the Events Office. The Hirer may not use the image or logo of the NGS on any literature or advertisement for the Event without prior permission from the NGS Events Office. A copyright charge may apply in some cases.

#### **LICENSES**

The Hirer is responsible for ensuring that the appropriate required licenses are in place for the event, and any costs for such licenses. This includes without limitation licenses for entertainment, music, alcohol, ticketed events, films.

**PRESS / EVENT PHOTOGRAPHY**

If an event photographer or member of the press will be in attendance at the event, the Events Office must be notified in advance. The Events Office must be informed in advance of any press announcement being made which is in relation to the event being held at the gallery venues.

**GUEST LIST AND EVENT ENTRY**

NGS reserve the right to request a copy of the guest list. Intentions to invite Royalty, members of Parliament or other VIPs must be noted at the time of booking and the Events Office informed in advance. The Hirer must declare in full the range of people to whom invitations will be given. A member of the Hirer’s organisation should be on hand at the front entrance to identify guests. If any guests are likely to be security-sensitive, the Hirer must inform the Events Office in advance.

**PARKING**

There is parking at both the GMA1 and the GMA2. Please inform the NGS Events Office of any requirements. There are no carparks for guests, contractors and/or Hirers at the Scottish National Gallery on The Mound.

**CLOAKROOMS**

NGS uniformed security staff will man the front entrance and provide security for gallery rooms in use. The Hirer, if wishing to have a manned cloakroom must supply relevant personnel for this. Cloakroom staff can often be provided by the Hirer’s chosen caterer.

**ASSIGNATION**

This agreement is personal to the Hirer and may not be assigned or transferred by the Hirer to any person. NGS may assign both its rights and/or its obligations under this agreement to any person able to perform its obligations hereunder and, without prejudice to the foregoing generality, may transfer them at any time to The Board of Trustees of the National Galleries of Scotland (Scottish Charity Number SC003728).

**GDPR**

The parties acknowledge that each of the Hirer and NGS is an independent data controller for the purposes of applicable data protection and privacy laws (including without limitation the European Union General Data Protection Regulation (Regulation (EU) 2016/679)(GDPR) of personal data of [staff and/or clients] of the Hirer which is provided or made available to NGS for the purposes of this agreement (the Relevant Personal Data) and that it, in common with the Hirer, determines the purposes for and the manner in which the Relevant Personal Data is to be processed. NGS shall comply with all applicable data protection and privacy laws including the GDPR, and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Relevant Personal Data and against accidental loss or destruction of or damage to it and shall notify the Hirer of any personal data breach affecting the Relevant Personal Data without undue delay. NGS shall not use the personal data for marketing purposes and shall not transfer any personal data to third parties without the express written consent of the Hirer. Personal data, data controller, process (and its derivatives) and personal data breach shall have the meaning given to them in the GDPR.

Data protection provisions in contracts with suppliers who are data processors (the supplier processes personal data on the Hirer’s behalf and only in accordance with the Hirer’s instructions) must be flagged to the Hirer. There are separate provisions mandated by the GDPR to be included in contracts with suppliers who are data processors. Failure to include these provisions in contracts with data processors can attract fines of up to 2% of the Hirer’s global, annual, worldwide turnover.

**EVENT CONFIRMATION:**

I have read and agree to the attached terms and conditions for the use/hire of the National Galleries of Scotland. I confirm that I am duly authorised to enter into the contract for hire of the venue on behalf of the Hirer.

The Hirer also agrees to accept any additional conditions which may be applicable to any particular use of the NGS venue. I understand that I will be notified of these and I shall accept such additional conditions in writing on the Hirer’s behalf.

<b>Company Name</b>	
<b>Event Date</b>	
<b>Event Time</b>	
<b>Event Type</b>	
<b>No of Guests</b>	

<b>Gallery Venue</b>	
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<b>Name (Block Capitals)</b>	
<b>Position</b>	
<b>Signature</b>	
<b>Date</b>	

**PLEASE SIGN AND RETURN TO:**

Hospitality & Events Office  
NGS Trading Co Ltd  
Scottish National Gallery  
The Mound  
Edinburgh  
EH2 2EL

Tel: 0131 220 0917

FAX: 0131 623 7046

Email: [events@nationalgalleries.org](mailto:events@nationalgalleries.org)

NGS Trading Company Limited. Registered Address: 73 Belford Road, Edinburgh, EH4 3DS. Company Registered in Scotland Number SC312797. A wholly owned subsidiary of National Galleries of Scotland, Scottish Charity Number SC003728. VAT Group GB100190482.