

TERMS & 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

THE BOARD OF TRUSTEES OF THE NATIONAL GALLERIES OF SCOTLAND (Scottish Charity Number SC003728) established under the National Galleries of Scotland Act 1906 (as amended by The National Heritage (Scotland) Act 1985) having their Administrative Office at The Dean Gallery, 73 Belford Road, Edinburgh, EH4 8DS (herein after referred to as NGS): are prepared to offer the use of the gallery buildings as venues (NGS venues) for corporate events, namely the Royal Scottish Academy Building (RSA), the National Gallery of Scotland (NG), the Weston Link (LINK) which includes 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 (GMA) The Gymnasium and the Dean Gallery (DEAN) and the grounds at both the GMA and DEAN. 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 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 upon confirmation of a booking.

VENUE USE

The person or organisation (the Hirer) booking the NGS venues must fully and fairly represent the purpose for which the venue is required. 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.

CHARGES

The relevant hire fee (+ VAT) will be charged, this includes the presence of manned security within each room open during the event. Any additional costs incurred as a result of the Hirer failing to comply with any of the terms and conditions noted henceforth, will be chargeable to the Hirer.

Upon Confirmation to secure the booking 25% of the total venue hire fee + vat will be invoiced to you before the event and this is non returnable or refundable.

CANCELLATIONS

Hirer cancellation terms:

If cancelled less than 4 weeks before the event is scheduled to happen: 50% of the event fee + vat balance will be payable.

If cancelled less than 2 weeks before the event is scheduled to happen: 75% of the event fee + vat balance will be payable.

If cancelled less than 1 week before: 100% of the event + vat fee balance will be payable.

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 may also require any person (s) to leave the venue itself during the Event if 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.

VENUE CLOSURE

Hirers should note if any National Gallery venues are forced to close due to the compulsory closure of its premises by order of a competent authority (eg 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. The NGS will not be held liable for any disruption to the event due to the unforeseen closure of the NGS buildings.

OPENING / CLOSING TIMES

Hirers should note the closing times of the five galleries. The NG, PG, RSA, LINK are open from 10am - 5pm everyday, except Thursdays when they close at 7pm. The DEAN and GMA are open from 10am - 5pm everyday. During the Edinburgh Festival in August (dates vary) the NG, RSA and PG close at a later time of 6pm everyday and 7pm on Thursdays. Timings can vary depending on the exhibition, please check with the Events Office in advance of making arrangements. Set-up for events (including caterers access) will not be permitted until after the gallery closes to the public, as above. Note that the Scottish Café and Restaurant opens from 8am - 6pm everyday with extended hours over the Edinburgh Festival in August and the Winter Wonderland in December.

SET UP / ACCESS: Extreme care should be taken during set-up and take-down of events to ensure minimum risk to the artworks. 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 GMA	via front door (bell entry system)
DEAN	via back door (intercom entry system)
NG, LINK and RSA	via RSA Building back door for all gallery access

Contractors and members of staff from the hirers 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 uniformed warding 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; contractors will be asked to wear a security badge at all times, which must be returned before leaving.

Entry to the events for guests is via the normal front entrance. The front doors will not be opened again until 5 minutes before the commencement of the event. Chairmen and distinguished guests should be asked not to arrive before that time, unless special arrangements are made with the Events Office.

DELIVERIES

All deliveries must be pre-arranged and registration numbers of vehicles and names of personnel provided in advance. Delivery and uplift of event equipment must take place at the following times: PG, NG, RSA and LINK before 10.00am or after 5.00pm (or applicable closing time) DEAN and GMA ideally as above, or alternative arrangements can be made to deliver during gallery opening hours, with the prior agreement of the Events Office.

TIMING

The timing agreed at confirmation of booking at which the event will finish must be adhered to. All guests should depart the event, no later than 30 minutes after the agreed end time, so that take-down 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.

POST EVENT DETAILS

After the event, the Hirer and sub-contracted personnel e.g. caterers must remove from the Gallery all litter and anything brought and placed therein by any person, and ensure that the accommodation and the access routes are left in a tidy condition to the satisfaction of the NGS Events Office and Warding staff. The Gallery will not accept responsibility for loss or damage to any article or articles brought into the Gallery by organisers or guests.

ENTERTAINMENT

Type of entertainment to be provided, e.g. music, must be agreed with the Events Office. Any specified maximum volume or level of sound for music or other entertainment must be strictly adhered to. Any music must cease 15 minutes before the end of the event. No dancing is permitted in the gallery rooms, where artworks are hung.

HAWTHORNDEN LECTURE THEATRE

For Hirers using the HLT, the following should be noted:

The Events Office must be notified in advance, of any AV requirements, at least 2 weeks prior to the event. The HLT is equipped with a variety of AV equipment, and hirers have full AV support from our in-house technician, however the Events Office must be notified of any additional equipment being provided or required by the Hirer.

CAPACITIES

Hirers **MUST** ensure that the Gallery's stated capacity limits (i.e. number of guests that can be accommodated) are not exceeded. Organising personnel should be included in this attendance estimate and should be advised upon booking. Fire and Safety Capacities are available upon request from the Events Office.

CATERING CONTRACTORS

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.

CATERING

Any liquid refreshment 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.

RESTRICTIONS

- Red wine is not permitted in any of the gallery venues.
- Smoking, candles, any forms of naked flames, deep fat fryers are strictly not permitted inside the gallery buildings.
- Helium balloons are also not permitted within the gallery buildings.
- No alterations can be made to the layout or appearance of any NGS room without prior authorisation.
- No displays, speaker 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 cannot be placed in front of works of art.
- Works of art cannot be touched and will not be moved for events.
- Fire escapes and access routes cannot be blocked by chairs or other equipment

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 must be properly PAT tested, with relevant up to date labels and certificates where applicable. Please ensure that your 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: storage of equipment and/or setting up of displays etc in fire escape routes or in front of fire doors is strictly prohibited

Pre-event recces: 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 on the night, the NGS events team, the client and other contractors as required.

Security: Venue 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. Waiting staff should be wearing caterers own branded uniforms or badges.

Light levels and environmental conditions: Special events lighting is permitted in some 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.

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 the gallery 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 security or uniformed warding staff. The senior member of the uniformed warding 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.

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 must be faxed to the Events Office for proofing, prior to their being printed. Fax number 0131 623 7046 or e-mail events@nationalgalleries.org . Copies of the 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.

Images of NGS artworks may 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.

PRESS / PHOTOGRAPHY

If members of the press or photographers are to 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.

PARKING

There is free parking at both the GMA and the Dean Gallery. Please inform the NGS Events Office of any requirements. The locations of the Weston Link, Royal Scottish Academy Building, the National Gallery of Scotland and Portrait Gallery are such that there are restrictions on parking.

OFFICE FACILITIES

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

CLOAKROOMS

NGS staff will man the front entrance and ward the gallery rooms in use. The Hirer, if wishing to have a manned cloakroom at the NG, PG, DEAN, GMA must supply relevant personnel for this. Cloakroom staff can often be provided by the Hirer's chosen caterer. Cloakrooms at the RSA and LINK will be manned by NGS staff.

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.

FURTHER INFORMATION:

TO discuss any of the above please contact the NGS Events Team on 0131 624 6239 or via email events@nationalgalleries.org

EVENT CONFIRMATION - Indemnity Form

I have read and agree to the attached terms and conditions for the use/hire of the National Galleries of Scotland.

I also agree to accept any additional conditions which may be applicable to any particular use of the Galleries. I understand that I will be notified of these and I shall accept such additional conditions in writing.

Company Name	
Event Date	
Event Time	
Event Type	
No of Guests	
Gallery Venue	

Name (Block Capitals)	
Signed	
Date	

Please sign and return to:

NGS Events Office
National Galleries of Scotland
The Dean Lodge
72 Belford Road
Edinburgh
EH4 3DS

Fax: 0131 623 7046