

NGS Filming Hire Terms and Conditions

Terms and conditions for all FILMING taking place within the National Galleries of Scotland including the hiring of, and filming 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 filming, 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 the filming application is 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, with attached Insurance Documents and returned to the NGS Events Office, in order for the filming/photography to be confirmed as a booking. Please ensure that all production and crew members are aware of these conditions. Failure to abide by conditions may result in cancellation of filming.

VENUE USE

The person or organisation (the Hirer) using the NGS venues for any type of filming, must fully and fairly represent the purpose for which the venue is required (for the filming). Any misrepresentation may result in cancellation of the booking at any time by 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 filming, of such part of the NGS venue as are agreed with NGS.

NGS operates a no smoking policy. No food or drinks may be consumed in gallery spaces, only in designated areas. Please communicate with the Events team if this is required and if appropriate this will be authorized. All rubbish must be disposed of by the Hirer. Works of art must not be touched at any stage. No alterations can be made to the layout or appearance of any part of any NGS venue without prior authorization from NGS.

CHARGES (+ VAT at the rate then applicable)

Set up fee covers the initial administration costs of processing the filming application and issuing the appropriate licenses and invoices. The fee payable is non-refundable and must be paid before access to the Location can be granted. An hourly fee is calculated on the number of hours (or part thereof) from on-site arrival time of filming personnel, on-site activity by the filming Personnel and filming at the location. Facility fees cover any additional administration costs such as the supply of utilities and of providing extra members of staff to supervise. A member of staff must be in attendance throughout the Shoot. The fee structure must be discussed before filming commences to ensure that both parties understand the amounts due and to avoid dispute at a later stage. The Film Company shall not be entitled to withhold any payment or make any set-off by reason of there being any dispute between the NGS and the Film Company. Permission to film and the fees payable cover only the specific occasion detailed on this contract. Any repeats or further use of the films/images in another project require a new application and a further licence which may not be covered by the original fee.

CANCELLATIONS

The Agreement may be terminated by either party if either has been in material or persistent breach of these terms and conditions and a period of 14 days has elapsed since the party wishing to terminate has notified the other of the breach and the other party has failed to remedy the same.

The NGS may terminate the agreement by notice in writing to the Film Company if:

- any of the Personnel shall be guilty of gross misconduct or otherwise breach the Conditions
- the scenes being shot or content and theme differ substantially from those outlined.
- In the opinion of the NGS any damage or loss occurs to the buildings or property of the NGS during the period that any of the Personnel are at the Location.

This Agreement is to be governed by and construed in accordance with the laws of Scotland and the parties submit to the jurisdiction of the High Court of Scotland.

INDEMNITY / LIABILITY

The Film Company shall deliver to the NGS by the Notification Date a certificate of insurance in the name of the Film Company with a respectable insurer sufficient to cover all and any potential liabilities of the Film Company arising or which may arise pursuant to this agreement. This shall be a condition precedent of this agreement and the permission which is being offered by the NGS. The Film Company shall indemnify and keep NGS indemnified against all actions, proceedings, costs, claims and demands which may be brought or made against NGS in respect of personal injury, death or damage to any property whether or not that of the NGS. No warranty can be given by the NGS that the Location is fit for the purposes of filming and this agreement is made on the understanding that filming takes place at the Film Company's own risk, subject to their own satisfaction of suitability. At the conclusion of filming the Film Company shall make good completely and in all respects any damage to the premises or pay appropriate compensation to the NGS. In the event that a work is damaged, lost or destroyed by reason of any act or default of any of the Personnel, the Film Company shall pay to the NGS its value, the diminution of value or the cost of restoration, whichever is the greatest. The Film Company shall be wholly responsible for any model releases, copyright clearances or other permissions necessary. The Film Company shall not be entitled to assign this Agreement, sub-license or transfer any of its rights and obligations hereunder unless by prior written permission of the NGS. No failure or delay on the part of the NGS to exercise any right, power, remedy or privilege shall be taken as a waiver thereof. No variation of this Agreement shall be made unless in writing and agreed by both parties. The terms of this Agreement shall prevail over any terms and conditions proposed by the Film Company. Credit must be given to the Gallery in which filming has taken place on all copies of the Film. At the conclusion of filming the Film Company shall make good completely and in all respects any damage to the premises or pay appropriate compensation to the NGS. In the event that a work is damaged, lost or destroyed by reason of any act or default of any of the Personnel, the Film Company shall pay to the NGS its value, the diminution of value or the cost of restoration, whichever is the greatest.

INTELLECTUAL PROPERTY RIGHTS

General views of the Galleries in which works are shown in situ but not individually may not require any special permissions or clearances. However, these may be required if the work is clearly visible in shot or is the focus of filming. Filming of works on loan to the Galleries may require the permission of the owner. Filming of works on loan may be prohibited. Filming of portraits in the collections may have moral implications and may not be approved by the sitter or their relatives, depending on the nature of the project. Filming of visitors to the Galleries may only take place after permission and releases from the individuals concerned have been secured. Works are in copyright during the life of the artist and for 70 years after the artist's death (copyright duration may vary outside EC counties). Responsibility for clearance of copyright belongs to the Film Company. Permission to film in the Galleries is granted on the condition that footage is to be used in the named Production only, for the territories and duration requested. Re-use of film in any other Production, format or medium requires additional authorisation and clearance.

Please contact the Picture Library for assistance and advice on these matters (Request Details from Events Team).

The Film Company shall be wholly responsible for any model releases, copyright clearances or other permissions necessary. The Film Company shall not be entitled to assign this Agreement, sub-license or transfer any of its rights and obligations hereunder unless by prior written permission of the NGS. No failure or delay on the part of the NGS to exercise any right, power, remedy or privilege shall be taken as a waiver thereof. No variation of this Agreement shall be made unless in writing and agreed by both parties. The terms of this Agreement shall prevail over any terms and conditions proposed by the Film Company.

Credit must be given to the Gallery in which filming has taken place on all copies of the Film.

LIGHTING FOR PHOTOGRAPHY (FILM & TELEVISION)

Tungsten Incandescent or Tungsten Halogen (Quartz Iodine) Lamps

For paintings in oil and tempera illuminance should not exceed 1000 lux (100 ASA, 1/60th sec at f4). For watercolours, drawings and other works on paper it should not exceed 250 lux.

Lighting may only be at this intensity whilst the lights are being aimed and whilst photography is in process. At all other times lights must be switched off or substantially reduced in strength. A glass filter is required for tungsten halogen lamps, which emit greater levels of ultra-violet radiation, but more efficient heat-stable ultra-violet filters are recommended.

HMI Lamps

As they emit less heat, HMI lamps may be used at up to 2500 lux for oil and tempera works, 500 lux for watercolours, etc. HMI lamps must be fitted with an approved ultra-violet filter. Lights must be switched off when not in use.

Flash Photography

Flash photography is allowed, but exposure must not exceed 1250 lux/sec for any painting in range (equivalent f11 at 100 ASA). It is recommended that the tubes of the flash be coated to eliminate ultra-violet radiation.

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.

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 filming/photography can be rescheduled to a date agreed with the NGS. The NGS will not be held liable for any disruption to the filming 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. Filming set-up (including access). Set-up for the filming will normally not be permitted until after the venue closes to the public or before the venue opens to the public. These times will have been agreed and discussed with the Hirer and the NGS Events team.

SET UP / ACCESS

Extreme care should be taken during set-up and take-down of Events/Filming 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: via a security door to the front of the building, GMA1: via front door (bell entry system), GMA2: via back door (intercom entry system), NG, LINK and RSA: via RSA Building back door.

All personnel 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 filming 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.

TIMING / END OF EVENT

The timing agreed at confirmation of booking at which the filming/photography will finish must be adhered to. The finishing time for the filming will not be extended under any circumstances, on the night of the event. Any changes in filming timing must be arranged prior to the event with the Events Office. Hirers will be charged if filming exceeds the agreed finishing time and by an hourly rate. After the filming, the Hirer 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.

CLEANING

The Hirer will ensure that the Venue is maintained at all times in a clean, tidy and safe condition. NGS reserves the right to charge the Hirer if additional cleaning is necessary to cover its reasonable costs for such additional cleaning.

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.

PARKING

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

FILMING CONFIRMATION:

I have read and agree to the attached terms and conditions for the use/filming/photography within the National Galleries of Scotland. I undertake to abide by these regulations and accept full responsibility for their implementation and liability for any damages incurred during the filming/photography process. I am authorized to enter into this agreement and make this declaration on behalf of the company named below.

Company Name	
Filming Date	
Filming Time	
Title/Nature of Programme	
No of Personnel	
List of equipment	
Gallery Venue	

Name (Block Capitals)	
Position	
Signature	
Date	
Insurance Documents attached	

PLEASE SIGN AND RETURN TO:

Hospitality & Events Office
NGS Trading Co Ltd
Scottish National Gallery
The Mound
Edinburgh
EH2 2EL
Fax: 0131 220 0917
Email: 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.