

SERPENTINE GALLERIES

GALLERY HIRE TERMS AND CONDITIONS

1. INTRODUCTION

These are the terms and conditions upon which SG Commerce Ltd (the "**Serpentine**") grants (the "**Client**") access to and permission to use the facilities at the [add in space to be hired "The Gallery"] **only** for (the "**Event**"). The Client hereby agrees to be bound by these terms and conditions and undertakes to procure that each of its employees, agents and any sub-contractors (the "**Client Parties**") adhere to these terms and conditions.

2. PAYMENT, TIMING AND ACCESS

- 2.1 To secure the booking of the Gallery for an Event, the Client shall provide the Serpentine Galleries Events Team with a written notice confirming the date and required start and end time (the "**Permitted Times**") for the Event (including the times at which access is required for delivery, installation and preparation of any equipment or materials necessary for the Event), along with a signed copy of these terms and conditions and 100% of the agreed hire fee. Until receipt of the signed terms and conditions and the payment from the Client, the booking will not be confirmed and the Serpentine Galleries Events Team reserves the right to hire the facilities at the Gallery to a third party.
- 2.2 Full payment of the agreed hire fee is due 30 days from date invoice issued or 7 days before the event whichever is earlier. The Serpentine will not allow the event to proceed unless full payment is received prior to the event.
- 2.3 The Client shall not be granted access to the Gallery or the Serpentine's Premises at any time outside of the permitted times without prior written permission from the Serpentine Galleries Events Team.
- 2.4 The Client undertakes to vacate, and will ensure that the Client Parties will have vacated, the Serpentine's premises (including the Galleries) by 2330 hours.

3. THE ROYAL PARKS AND THIRD PARTY CONSENT

- 3.1 The prior approval of the Royal Parks must be obtained for:
 - (a) any vehicular access to the Serpentine Galleries required by the Client (the Client should note that access to the driveways are reserved for commercial vehicles only; private vehicles will not be permitted under any circumstances);

the use of any parasols, umbrellas, or any apparatus, outdoor furniture, all temporary exterior lighting and any other elements of production, decoration or design, including but not limited to lanterns, on the lawn, driveway, gate or other exterior area of the Serpentine Galleries;

- (b) the delivery, erection, construction or installation of any temporary structures (referred to in paragraph 3.3 below),
- (c) The Royal Parks will levy a charge for each approved structure, use of parasols or outdoor furniture, payable by the client, at an Event.
- (d) Naked flame of any kind, including but not limited to barbeques and candles, are not allowed within the Royal Parks at anytime
- (e) Should any production require trees to be brought into the gallery or surrounding areas, prior permission must be sought from the Royal Parks 30 days in advance of the event. All trees must be accompanied by the appropriate paperwork/passports.

3.2 All applications to the Royal Parks will be made by the Serpentine on behalf of the Client **a minimum of one month prior to the Event** and the Client shall not under any circumstances approach the Royal Parks directly in relation to the Event. Failure to provide at least one month's notice will result in permission for the request being denied.

3.3 The Client must submit their proposals for any temporary structure(s) to the Serpentine Galleries Events Team at least six weeks prior to the Event, citing the desired location and size, description and purpose of the structure(s). The Client and all of its contractors must also provide suitable risk assessments and method statements in respect of any proposed structure and production. . These will be completed by the Serpentine's Health and Safety consultant as laid out in paragraph 4.5 below. Failure to provide sufficient notice or such risk assessments and method statements will result in permission being denied.

3.4 Accommodation figures for any temporary structures shall be determined by the Serpentine

4. **PERSONNEL**

4.1 The number of people accommodated in the Galleries (excluding staff) is subject to change according to nature of the Exhibition Programme and must not exceed the agreed number on the Booking Form. The number of people accommodated in the Galleries will be monitored, recorded and adhered to by the use of people counters. If the number of people in the Galleries exceeds the number set out in the booking form the Client agrees to pay an additional fee to SG Commerce Ltd, in amount equal to the venue hire fee.

4.2 The Client hereby agrees to use sub-contractors that have been pre-approved by the Serpentine (the "Approved List"). Copies of the Approved List are available from the Serpentine Galleries Events Team.

- 4.3 In addition to providing all staff and personnel necessary for the Event, the Client must hire and pay for security personnel for each Event. The Serpentine Galleries events department will advise on the minimum number of security personnel required.
- 4.4 A professional Banksman is required if over five deliveries / collections are made or over 200 guests are in attendance or any vehicles over 18 m are used.
- 4.5 A Health and Safety consultant will be required to oversee all Risk and Method statements.

Health and Safety Consultant

(see Serpentine approved list)

- 4.6 The Serpentine reserves the right with its absolute discretion to exclude or remove from its premises any person whose presence is deemed undesirable and the Serpentine may exercise such rights even if that person is an employee/agent/ representative of, or is otherwise connected or associated with the Client.
- 4.7 The client must hire and pay for two toilet attendants at each Event with over 200 guests attending.
- 4.8 No striptease or nudity can take place at any Event.

5. PRODUCTION, DESIGN AND PUBLICATIONS

- 5.1 The Client shall submit its proposals for all production and design elements for the Event, including a risk or method statement for such production and design elements, to the Serpentine Galleries Events Team for approval at least 30 days prior to the Event.
- 5.2 All events at the Galleries are strictly private events with invited guests only with no external press or publicity of the event without prior written agreement
- 5.3 The Client shall submit to the Serpentine Galleries Events Team for approval (not to be unreasonably withheld), proofs of any forms of communication or printed materials which:
- (a) contain the Serpentine's name; or
 - (b) any reference to an exhibition or any work of art situated at the Galleries shall appear (including, but not limited to, the invitation to the Event), in advance of any such material being released or going to print and will be given at least 48 hours to review, approve and request changes. SG Commerce Ltd reserves the right to demand the reprinting, at the Client's expense, of any such printed or written materials, where the required prior approval has not been granted by the Serpentine Galleries Events Team.

- 5.4 Curtains and hanging materials shall be arranged so as not to obstruct emergency exit signs and require prior Serpentine approval. All production must be freestanding and present no impact on the fabric of the building. All materials must abide by BS 5867 Part 2 B & C, a British Standard or other UK standards: BS 5815-1 2005, BS 7175, Crib 5, IMO A563 or NFPA 701

6. RESTRICTIONS AND OBLIGATIONS

6.1 The Client shall ensure that:

- (a) at the end of the Event, the Galleries are to be left clean and in the state in which they were hired, ensuring that all waste has been disposed of and all structures or other design production items or elements brought in for the Event have been removed. Any remaining ice bought in by the event hirer or supplies thereof must not be disposed of within the grounds of The Royal Parks. If cleaning is not undertaken to the standard the Serpentine requires, then a fee for further cleaning will be charged back to the Client.
- (b) All areas used by the client, including public, back of house and bathroom areas to be left clean and in the state in which it was hired.
- (c) During the Royal Parks' opening hours, all public footpaths and access routes in and around the Serpentine's premises remain open and free from obstruction. The park gates will close in line with The Royal Parks closing times.
- (d) Where the Client has engaged catering at an Event, a light meal will be provided to any Serpentine staff working at the Event (including but not limited to the Event Manager(s), the Events Operations Manager(s) and the Serpentine Assistants) at no cost to the Serpentine;
- (e) where music is provided by the Client, a sound check will take place in advance of the event and in the presence of the Event Manager, sound must not exceed the agreed level
- (f) Inside the Gallery smoking, candles and all naked flames, including (but not restricted to) tea lights and other contained flames, are strictly prohibited and no exception shall be made to this; guests wishing to smoke may use the Serpentine Galleries terraces.

6.2 The Client agrees that no fundraising in any form can occur on site at the Serpentine Galleries

6.3 The Client acknowledges that photography and filming are subject to strict regulations at the Galleries. Requests for filming or photography of or at the Event must be conveyed in writing to the Serpentine Galleries Events Team at least 14 days before the Event. Permission for filming and photography at the Event shall only be granted at the absolute discretion of the Serpentine. Documentation of SG Commerce Ltd, and the artworks housed within, in any medium is strictly prohibited.

6.4 Food and drink shall only be consumed or be present in those areas of the Galleries specified by the Serpentine Galleries Events Team. Otherwise, no food and drink may be consumed or be present or stored in any other area of the Galleries without permission. No coloured drinks (including but not limited to red wine) or coloured or hot sauces are allowed inside the Galleries at any time. Clear drinks and light food may be approved for consumption in consultation with the Serpentine Galleries Events Team. The Serpentine reserves the right to require the removal of any food or drink from any of the Galleries at any time.

7. **PROTECTION OF ARTWORK**

7.1 The Client acknowledges that the Serpentine Galleries contain valuable works of art and the Client undertakes at all times to ensure the following::

- (a) not to touch, move or otherwise interfere with any works of art under any circumstances;
- (b) to obtain written approval prior to the Event from the Serpentine Galleries Events Team for all display units and materials;
- (c) to ensure all listed areas of the buildings, namely the powder rooms and the wall in the south entrance of the Serpentine Sackler Gallery remain untouched at all times;
- (d) to obtain the prior approval of the Serpentine Galleries Events Team before bringing any item or equipment into the Galleries which may screen, conceal, block, hinder or otherwise impair access to or visibility of any work of art.

7.2 The Client will be liable for any loss or damage to property and/or works of art caused by the Client/ its employees/ guests and will indemnify SG Commerce Ltd against all costs, claims, demands and proceedings caused thereby.

8. **HEALTH & SAFETY**

The Client undertakes to comply with SG Commerce Ltd's health and safety policies (the "**Policies**") at all times and ensure that the Client shall not, do any thing, perform any act, or bring any item into the Serpentine's premises that will cause the Client to breach such policies.

9. **PARKING AND STORAGE**

9.1 The Client acknowledges that parking is not available at the Serpentine Galleries and that vehicles are only permitted to unload and collect at the Serpentine's premises, provided that the consent of the Royal Parks has been obtained first in accordance with clause 3.1(a). If the Client requires any special transport arrangements, it shall notify SG Commerce Ltd in writing at least 14 days before the Event.

9.2 The Client acknowledges that storage facilities are limited at the Serpentine Gallery and that there are no storage facilities at the Serpentine Sackler Gallery. Therefore, the Client may only store any equipment or other items at

the Serpentine Galleries before the Event, with the prior written permission of the Serpentine Galleries Events Team.

- 9.3 Both the Royal Parks and the Serpentine have the authority to ask for the removal of any equipment or vehicle that is deemed unsafe or that poses a risk, hazard or obstruction of any kind to the Serpentine Galleries or The Royal Parks.
- 9.4 Where permission has been granted to unload and/or collect at the Serpentine's premises, the client must adhere to the Royal Parks regulations of one vehicle on the drive at any time.
- 9.5 Please note that any trucks making deliveries to the Serpentine Gallery need to make their approach into Kensington Gardens from the south side and vehicles delivering to the Serpentine Sackler Gallery need to enter through the gates on the north side of the park. The maximum weight permitted across the serpentine bridge is 7.5 tons.

10. **CAPACITY**

- 10.1 **The Serpentine Gallery:** The number of people accommodated in the Serpentine Gallery (excluding staff) is subject to change according to the nature of the Gallery's Exhibition Programme and must not exceed the agreed number agreed on page 1 of this contract. Under no circumstances must the number of people accommodated in the gallery exceed the maximum of 350* except by prior written arrangement with the gallery.
- 10.2 **The Serpentine Sackler Gallery:** The number of people accommodated in the Serpentine Sackler Gallery (excluding staff) is subject to change according to nature of the Gallery's Exhibition Programme. Under no circumstances must the number of people accommodated in the gallery exceed the maximum of 300*. The maximum number of people in the gallery and the Magazine restaurant must not exceed 500*.

*Each exhibition creates a new internal footprint for both galleries and therefore the capacities may differ from those listed above and will be agreed in writing with the Serpentine Galleries events team

11. **SERPENTINE GALLERY PAVILION**

- 11.1 The Serpentine annually commissions a temporary architectural pavilion on the lawn of the Serpentine Gallery and it serves as an entertainment venue for its duration (the "**Pavilion**"). Dates for hire of the Pavilion are available from SG Commerce Ltd Events Department and are subject to change. In addition to use of the Pavilion, a private view of the exhibition in the main gallery can be arranged on request.
- 11.2 Due to the nature of the structure it may not be wholly weatherproof. The Serpentine reserves the right to offer an alternative venue for events booked in the Pavilion in the face of severely adverse weather. Where an alternative cannot be offered, the Serpentine reserves the right to cancel the event and refund the hire fee.

11.3 Confirmation of the capacity and design of the Pavilion, are at the discretion of the architect. Building Regulations and Health and Safety Inspection will be carried out prior to opening, and remain subject to change.

11.4 During construction, fencing is erected around the entire lawn area to ensure the safety of visitors and the general public. The Serpentine Gallery driveway may be used as normal, subject to Royal Parks regulations, see section 3. This fencing cannot be moved or altered by the client and must remain in situ until the build is complete. Clients are advised to address any concerns regarding this in advance of the event.

12. **SERPENTINE SACKLER GALLERY**

12.1 For all events traffic management in accordance with Chapter 8 (Traffic Safety Measures & Signs for Road Works & Temporary Situations) issued by the Department of Transport must be put in place at the cost of the client.

13. **TERMINATION**

13.1 The Serpentine reserves the right to terminate an Event or cancel any booking for an Event if:

- (a) the Client is in breach of these terms and conditions; or
- (b) the Event is, in the opinion of the Serpentine, contrary to the best interest of the Serpentine, unethical or illegal.

13.2 If the Serpentine cancels or terminates an Event in accordance with clause 13.1, the Serpentine shall not be liable or obliged to refund any money to the Client for any such cancellation or termination.

13.3 In the event that the Client cancels the Event (provided the Serpentine is not in material breach of the hire contract), the Client will be liable to pay the Serpentine a cancellation fee calculated as follows:-

- o Cancellation within the period of 1 – 30 days prior to the Event: 100% of the Hire Charge
- o Cancellation within the period of 31 – 60 days prior to the Event: 50% of the Hire Charge
- o Cancellation 61 days of more prior to the Event: 25% of the Hire Charge

14. **INSURANCE AND LIABILITY**

14.1 The Client must, at its own expense, at all times maintain with reputable insurers such insurance policies (public/ employers liability insurance) as may be necessary to cover all liability which it may incur in respect of any personal injury, death or damage to property caused by its breach of these terms and conditions, or arising in the course of the Client's or the Client Parties' presence at and use of the Serpentine's facilities, with a minimum of £10 million (£10,000,000) in cover.

- 14.2 The Client shall indemnify and hold harmless the Serpentine on demand against all costs, fees, expenses, liabilities, losses or damages whatsoever incurred by the Serpentine in connection with:
- (a) any breach of these terms and conditions by the Client; or
 - (b) The Client's presence at the Serpentine Gallery and their use of the Serpentine's facilities.
- 14.3 The Serpentine accepts no liability for any loss or damage however caused (including, but not limited to loss or theft of, or damage to, personal property or equipment) suffered by the Client at any time prior, during and/or after the Event, except for personal injury or death caused by the negligence of the Serpentine.

15. **GENERAL**

- 15.1 Our rights and remedies provided by these terms and conditions are cumulative and not exclusive of rights and remedies provided by law.
- 15.2 No variation of any of these terms and conditions shall be effective unless made in writing and signed by or on behalf of both parties.
- 15.3 These terms and conditions shall be governed in all respects by English law and the English courts shall have exclusive jurisdiction.
- 15.4 All sums due from the Client to the Serpentine which are not paid by the due date (without prejudice to the rights of the Serpentine under these terms and conditions) shall bear interest from day to day at the annual rate of 2% over the daily base lending rate of Barclays Bank PLC.

~~Please sign below to show you have read and understood these terms and conditions and return one copy to the Serpentine Galleries Events Team at the Serpentine.~~

~~**Signed Terms and Conditions forms can be returned via email or post to:**~~

~~Josh Gimber, Events Manager,
Serpentine Gallery, London, W2 3XA
Telephone: +44 (0)207 298 7594
Email: joshg@serpentinegalleries.org~~