

## **PART TWO: TERMS AND CONDITIONS FOR VENUE HIRE**

### **1. Definitions and interpretation**

- 1.1 **'Agreement'** means the Booking Confirmation as Part One, these Terms and Conditions as Part Two and the Pre Event Questionnaire at Part Three. Where there are any inconsistencies the order of preference shall be part three, part two then part one.
- 1.2 **'Booking Confirmation'** means the RA Booking Confirmation form at Part One
- 1.3 **'Event'** means the event detailed in the Pre-Event Questionnaire.
- 1.4 **'Force Majeure'** means anything beyond a Party's reasonable control, including without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic, or significant resurgence thereof; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; and (g) interruption or failure of utility service.
- 1.5 **'Hirer'** means the company or individual hiring the Venue as set out in the Booking Confirmation.
- 1.6 **'Hire Charge'** means the fee set out in the Booking Confirmation (where applicable).
- 1.7 **'Hire Period'** means the date and time set out in the Booking Confirmation.
- 1.8 **'Premises'** means Burlington House and or Keepers House and or Burlington Gardens and or The Schools as indicated in the Booking Confirmation.
- 1.9 **'Premises Licence'** means the licence granted by the City of Westminster (or other applicable authority) relating to the exhibition of films, performance of live music, playing of recorded music, supply of alcohol or anything similar to the above, which licence is applicable at the date(s) on which the Event takes place.
- 1.10 **'RA'** means The Royal Academy of Arts, charity number 1125383, company number 06298947, whose registered address is at Burlington House, Piccadilly, London, W1J 0BD.
- 1.11 **'RA Arts'** means RA Arts Limited, company number 2836364, whose registered address is at Burlington House, Piccadilly, London, W1J 0BD.
- 1.12 **'Venue'** means the rooms, galleries and/or areas to be hired together with any agreed preparation areas, lavatories and visitor ambulatory areas as particularly described on the Booking Confirmation.
- 1.13 **'Visitors'** means the guests and attendees of the Event.

### **2. Grant of Rights**

- 2.1 The Hirer agrees to hire the Venue in accordance with the following conditions:
- 2.1.1 the event must be a private event;
- 2.1.2 the event must not be a political event;

2.1.3 there shall be no demonstrations or performances of hypnotism, mesmerism or similar acts

2.1.4 except as set out in any related agreement (such as sponsorship or corporate membership) there is no right to use of RA logo;

2.1.5 there will be no endorsement from the RA;

2.1.6 the Hirer cannot sell tickets for the Event;

2.1.7 there will be no exclusion of other similar trades and organisations (other than as specifically provided for in any other agreement between the RA or RA Arts and the Hirer);

2.1.8 there will be no displays of Hirer (or associated Hirer) artwork;

2.1.9 there will be no use of artwork at the Premises (without permission);

2.1.11 there will be no fundraising on the Premises;

2.1.12 (where applicable) 100% of Hire Charge is due in advance of Event; and

2.1.13 the Hirer must use RA approved suppliers.

2.2 In consideration for the payment by the Hirer of the Hire Charge (or entering into a related agreement, such as sponsorship or corporate membership, where applicable), and receipt of the signed completed Booking Confirmation, RA Arts agrees to hire out the Venue to the Hirer for the purposes of the Event subject to these Terms and Conditions and the Pre-Event Questionnaire.

2.3 RA Arts shall provide a designated member of RA staff who shall be available to assist the Hirer (and the Visitors) during the Event.

### **3. Fees**

3.1 The Hirer shall pay the Hire Charge and any other applicable fees (including freelance guides for any booked tours) 30 days prior to the Event.

3.2 The Hirer shall in addition pay to RA Arts such sums as RA Arts invoices to the Hirer following the Event in respect of any other additional charges attributable to the Event (including but not limited to damage to the Venue or Premises). Such payment is to be made within 30 days of receipt of invoice.

3.3 All payments in accordance with this Agreement are exclusive of Value Added Tax which shall be payable by the Hirer at the prevailing rate.

3.4 If any amount which has been invoiced by RA Arts at least 45 days prior to the event remains outstanding or not paid by the date of the Event, then without prejudice to RA Arts other rights that sum shall bear interest from the date due at the prevailing rate of 4% above the Bank of England base rate until paid.

### **4. Event Period**

4.1 The dates and times for the Event are set out in the Booking Confirmation. No extension to the Event Period shall be permitted without the express prior written consent of RA Arts.

### **5. Venue Restrictions**

5.1 Absolutely no changes, additions or alternations in or to the Venue or Premises and or the fixtures, fittings or other contents thereof may be made except as have been agreed in advance in writing by RA Arts, all of which in any event must be of a temporary nature only

- and strictly necessary for the purposes of the Event. Except in the case of permitted equipment set out in the Booking Confirmation, no equipment or structures of any kind may be erected in, on or attached to any part of the Venue without the express written permission of RA Arts.
- 5.2 Furniture or other contents of the Venue and Premises may not be moved without the prior written consent of RA Arts, and then only by RA staff or under their direct supervision.
  - 5.3 Without notice, RA Arts reserves the right to vary the gallery displays in the Premises at any time.
  - 5.4 No filming or photography is allowed in the exhibition galleries at the Premises. Social filming and photography is allowed in the reception areas.
  - 5.5 The Hirer is to commence set up in the front only once verbal approval has been given by the RA Event Manager on duty to ensure the safety of the public.
  - 5.6 No stalls, stands or other displays are to be set up in any areas of the RA without prior permission.
  - 5.7 Any Furnishings or fabrics used must be to British safety standards and non-combustible.
  - 5.8 Loudspeakers shall not be located outside the Premises building.
  - 5.9 The Hirer is responsible for ensuring that appropriate precautions are taken to prevent accidental damage to the Venue, Premises and any artwork within the Venue and Premises.
  - 5.10 No artwork is to be brought into the Venue.
  - 5.11 No parking is allowed in the Courtyard of the RA.
  - 5.12 Smoking is not permitted in the Venue and in any part of the Premises and the Hirer shall take all reasonable steps to ensure that all Visitors comply. Those that wish to smoke may do so outside of the main gates of the Premises.  
Persons permitted to leave and then re-enter the Premises (for example to smoke) shall not be permitted to take drinks or glass containers with them.
  - 5.13 Candles are not permitted in any part of the Venue or Premises.
  - 5.14 The Hirer will comply with any security arrangements in operation from time to time which may be imposed at any time without notice.
  - 5.15 The Hirer and its Visitors will comply with the evacuation procedures of the Venue and Premises in the event that the fire alarm is activated, and comply with all associated instructions given by RA staff.
  - 5.16 The Hirer is responsible for briefing all their staff, hosts and suppliers about the agreed timings of the Event.
  - 5.17 Activities on the Premises are subject to the conditions of the Premises Licence. As such, the Hirer will ensure that any activities which take place within the Venue relating to the Event will be in full conformity of the conditions of the Premises Licence and all other requirements notified to the Hirer by the RA Event Manager on duty.
  - 5.18 The Hirer will comply with any changes to maximum capacity of the Venue, which may be imposed at any

time, which the RA will advise of in writing prior to the event.

## 6. Capacities

- 6.1 The number of Visitors must not exceed the maximum capacity outlined below. The RA reserves the right to vary the maximum capacities and will notify the Hirer in writing prior to the Event of any changes.

<b>Burlington House</b>		
All Fine Rooms	Reception	350
	Dinner	100
	Breakfast	200
Reynolds Room	Dinner	100
General Assembly Room	Dinner/ Breakfast	24
	RA dining table Rounds	40
Slaughter Room		40
The Saloon		50
Council Room		40
Summer Exhibition 2019	Reception	800
	Dinner	250
	Breakfast	350

<b>Keepers House</b>		
Sir Hugh Casson	Standing	100
	Seated	60
Belle Shenkman Room	Standing	40
	Seated	25
Academicians' Room	Standing	80
	Seated	40

<b>Burlington Gardens</b>		
Collections Gallery	Reception	200
	Dinner	100
Lecture Theatre	Daytime/ Evening	249
GJW Galleries		250

<b>The Schools</b>		
Life Drawing Room	Reception	50
	Dinner	22

- 6.2 In the event that the maximum capacity is reached, the RA reserves the right to delay entry to the Event until sufficient numbers of Visitors have left.

## 7. Venue times

- 7.1 Times for Events are as follows (all where possible in accordance with applicable government and RA restrictions):
  - 7.1.1. Breakfast events, 8.00am – 10.00am;
  - 7.1.2. Evening receptions, 6.45pm - 8.45pm or 6.30pm-11.30pm depending on the Venue;
  - 7.1.3. Evening seated buffets/dinners, 6.45pm – 10.30pm;

- 7.1.4. Private views, timings as advised;
- 7.2 No Visitors can be admitted before the Event start time;
- 7.3 Any hosts, helpers or suppliers who require admittance earlier than the Event start time must obtain the prior written consent of RA Arts and should submit their names in advance. These hosts/helpers/suppliers should not arrive any earlier than one hour before the Event start time, in all cases.
- 7.7 Any time extension will be subject to the prior approval of RA Arts and an additional surcharge.
- 8. Food and Drink**
- 8.1 Food and drink is not permitted in the galleries or Lecture Theatre of the Premises except during the Summer Exhibition when a permitted area will be notified to the Hirer.
- 8.2 Red wine is not permitted on the Sackler Landing or at a reception held in the Main Galleries or Collections Gallery of the Premises during the Summer Exhibition.
- 8.3 No food and drink is permitted in the Tennant Gallery.
- 8.4 There shall be no free or discounted alcohol sold or supplied by any cash bar on the Premises.
- 8.5 No consumption of alcohol supplied on the Premises is permitted off the Premises.
- 8.6 An age verification policy applies for the purchase of alcohol. Anyone who appears under the age of 18 shall be asked for proof of identification bearing a photograph, date of birth and a holographic mark.
- 8.7 Free tap water shall be available upon request.
- 8.8 Bottled Water is permitted in the Lecture Theatre.
- 8.9 All supply and consumption of alcohol will be strictly in accordance with the Premises Licence and the specific instructions of the RA Events Manager on duty.
- 9. Summer Exhibition**
- 9.1 The rooms/ galleries used for the Summer Exhibition may vary each year.
- 10. Suppliers**
- 10.1 The Hirer may only use suppliers from the RA's list of approved suppliers for the Event. No other suppliers are to enter the Premises and work at the Venue.
- 10.2 All RA approved suppliers have agreed to Terms and Conditions relating to their operation within the Premises.
- 10.3 The Hirer will enter into separate arrangements with suppliers to meet the requirements of the Event.
- 10.4 The Hirer is responsible for liaising with the supplier for the requirements of the Event and for any costs due to the supplier.
- 10.5 All arrangements for the delivery, preparation and consumption of food and drink together with the detail of any special requirements must be agreed in writing with RA Arts at least 5 working days prior to the Event.
- 11. Health and safety**
- 11.1 The Hirer must provide sufficient staff to check in Visitors and must nominate a responsible person to assist RA staff in dealing with enquiries or emergencies for the duration of the Event.
- 11.2 The Hirer must notify RA Arts not less than two weeks prior to the Event of any power requirements for the Event.
- 11.3 The Hirer shall notify RA Arts of any children attending the Event.
- 12. Tours and freelance guides**
- 12.1 Freelance guides are available to the Hirer for tours of the galleries at the Premises and must be booked through the RA Corporate Events Office at least 10 days before the Event. This will incur an additional fee of £225 plus VAT per guide. Cancellation of a booked guide less than 2 days prior to the Event will incur full costs.
- 13. Advertising and promotional material**
- 13.1 Except as otherwise agreed, the RA's logo and registered trade marks may not be used by the Hirer on any printed material or in any capacity.
- 13.2 Except as otherwise agreed, all printed materials, including the invitation/ e-invitations to the Event must be approved by RA Arts before print. Where RA Arts' approval has not been obtained prior to print RA Arts reserves the right to request changes at the Hirer's expense.
- 13.3 Use of artwork images are not permitted without the prior consent of the copyright holder being obtained. Once obtained, images will require approval from RA Arts to ensure that the reproduced image is a correct likeness. RA Arts reserves the right to request a reprint at the Hirer's expense.
- 14. Insurance**
- 14.1 If the Hirer is a Corporate Member of the RA and/or a company then the Hirer agrees:
- 14.1.1 to provide, before the start of the Event Period and to the satisfaction of RA Arts and/or any insurers of RA Arts that the Hirer has insurance with a reputable company to cover its liabilities under or arising from this Agreement, being at least one million pounds (£1,000,000) and to maintain such insurance policies in full force for as long as such liabilities may arise; and
- 14.1.2 that commencement of the Event is conditional upon the provision of evidence of insurance.
- 15. Rights and obligations of RA Arts**
- 15.1 RA Arts reserves the right to:
- 15.1.1 substitute alternative venue and or rooms within the Premises for the Event (and if applicable, make alternative arrangements for a tour of the Venue);
- 15.1.2 exclude and/or remove anyone from the Premises and Venue whose behaviour is offensive, threatening, unacceptable or inappropriate;
- 15.1.3 enter any part of the Venue at any time during the Event and interrupt or terminate the Event if it (or its representatives) believe that the structure or content of the Venue or Premises is at risk of damage or the safety of the Visitors or other persons is at risk or there has been or is likely to be a breach of the Premises Licence conditions. In such circumstances, RA Arts will not be responsible for any loss the Hirer or the Visitors may suffer.
- 15.2 RA Arts accepts no responsibility for any items brought to the Venue by the Hirer, any Visitors or for any item or articles left at the Venue following the conclusion of the Event. RA Arts shall have the right to remove and discard anything left at the Venue.

15.3 CCTV shall be in operation at all times.

**16. Warranties**

16.1 The Hirer hereby warrants, undertakes and agrees that:

16.1.1 the Venue shall only be used for the purposes of the Event as set out in the Booking Confirmation;

16.1.2 it shall at all times ensure the proper and careful use of the Venue (including by all Visitors), and shall not do or permit or suffer to be done upon the Venue or Premises any act or omission which may damage the Venue, Premises, artwork, any neighbouring site area or which may be or become a nuisance, annoyance or disturbance to any in the immediate vicinity of the Venue and Premises;

16.1.3 the Event will finish on time in accordance with Clause 7;

16.1.4 it shall ensure the Venue is kept clean, tidy and in a safe condition throughout the Event;

16.1.5 as soon as reasonably possible after any damage occurring to any artwork, objects, contents, fixtures and fittings in or at the Venue and or Premises, the Hirer shall notify RA Arts of such damage and shall meet the cost of making good such damage;

16.1.6 it shall comply with any conditions, consents, restrictions or permissions imposed by RA Arts for the purposes of the Event;

16.1.7 it shall ensure and procure that its Visitors:

(i) Comply with all applicable laws, relevant statutes, health and safety requirements, applicable codes of practice, fire regulations, the conditions of the Premises Licence and other matters affecting the Venue and or Event (whether expressly imposed by RA Arts or otherwise); and

(ii) Observe at all times any reasonable instructions, guidelines, restrictions or conditions notified to the Hirer,

((i) and (ii) to include all requirements and instructions from time to time associated with the Covid-19 pandemic).

16.1.8 it shall undertake and comply with all necessary risk assessments for all activities due to be conducted at the Venue as part of the Event.

**17. Co-ordination**

17.1 The Parties' representatives are responsible for co-ordinating all necessary arrangements for the Event. The Hirer's representative must be available at all reasonable times during the Event.

17.2 The Hirer confirms that its representative has complete authority to take all reasonable steps to ensure compliance with RA Art's instructions and to ensure compliance by Visitors for the purposes of safeguarding the Venue and its contents.

17.3 The Hirer is responsible for (i) ensuring that its Visitors are aware of the provisions of these Terms and Conditions, to the extent that they are relevant, and (ii) taking all reasonable steps to ensure that its Visitors comply with them fully and that they follow all reasonable instructions from RA Arts.

**18. Liability**

18.1 The Hirer shall be liable to RA Arts and the RA (including their officers, employees, contractors and or agents) for all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses suffered, incurred or paid by RA Arts and/or RA in respect of or caused directly or indirectly by:

18.1.1 the neglect or fault of the Hirer and/or its staff and Visitors; and

18.1.2 use of the Venue by the Hirer (other than reasonable wear and tear).

18.2 RA Arts or the RA shall not be liable for any disruption caused to the Hirer (its employees and guests) as a result of engineers, conservators or other staff and contractors attending to the Premises for urgent matters.

18.3 The Hirer must notify RA Arts as soon as reasonably possible of any claim, dispute, action or summons in connection with the Event and must provide such details as RA Arts or RA require forthwith.

18.4 Nothing in this Agreement shall limit or exclude either party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or (ii) for fraud or fraudulent misrepresentation; or (iii) any other matter for which liability cannot be excluded or restricted as a matter of law.

**19. Clean up**

19.1 The RA and relevant suppliers will be responsible for cleaning the Venue, removing all rubbish, equipment and other goods immediately after the Event (on the same day/night).

19.2 RA Arts and the RA shall undertake any such repairs, reinstatement or restoration required to the Venue or Premises as a result of any damage caused during the Event or tour of the Venue, excluding general wear and tear, and pass all reasonable costs included in undertaking the same to the Hirer, including the costs of any specialist craftsman and contractors to undertake the said work.

**20. Cancellation and termination**

20.1 The Hirer shall be entitled to cancel this Agreement by giving written notice to RA Arts. Where a Hire Charge is applicable, RA Arts reserves the right to charge the following cancellation fees:

Date Notice given (before Event) (minimum of)	Cancellation Fee Payable (% of Total Hire Charge)
8 weeks	50%
7 weeks	60%
6 weeks	70%
5 weeks	100%

20.2 RA Corporate Members who cancel their complimentary event 8 weeks or less before the Event date, will forfeit one of their free events except to the extent that the Event is



taking place in the Summer Exhibition, where a £8,000 cancellation fee will be levied.

20.3 RA Arts may terminate this Agreement with immediate effect upon written notice if:

20.3.1 The Hirer commits a material breach of an obligation under this Agreement and fails to remedy the breach to the satisfaction of RA Arts upon notification by RA Arts and within any time period as stated in such notification; or (iii) more than one breach of this Agreement.

In such cases RA Arts will not be under any liability or obligation to refund any monies paid or expended by the Hirer in relation to the Event.

20.3.2 The Hirer ceases to carry on business, has a receiver appointed over all or any of its assets or undertaking, enters into any composition or arrangement with its creditors or undergoes any process analogous to the foregoing;

20.3.3 The Hirer is subject to a change of control ("Control" for these purposes shall be defined according to section 1124 of the Corporation Tax Act 2010, as amended); or

20.3.4 The Event is prevented by Force Majeure.

20.4 RA Arts reserves in its absolute discretion the right to cancel immediately any booking for an Event or to terminate an Event without notice if it reasonably considers such Event to be contrary to the best interests of the RA or to be unethical or illegal. In such case it will not be under any liability to refund any monies paid or expended by the Hirer.

20.5 Termination of this Agreement, for whatever reason, shall not affect or prejudice the accrued rights of the Parties as at termination or cancellation of any provisions impliedly or expressly stated to survive termination.

20.6 All Events are subject to the approval of the Council of the RA, or its appointed deputies, which approval will not be unreasonably withheld.

## 21 Force Majeure

21.1 Neither Party shall have any liability under this Agreement or be deemed to be in breach of this Agreement due to any delays or failures in performance of its obligations under this Agreement which result from Force Majeure. The Party affected shall promptly notify the other in writing.

## 22. General

22.1 Nothing in the Agreement shall be construed as creating a partnership, joint venture, a contract of employment or relationship of principal and agent. The Hirer shall have sole responsibility for the wages and taxes payable to or in respect of its staff and hereby indemnifies RA Arts for and against all liabilities relating to their employment.

22.2 The Hirer shall keep in strict confidence all commercial know-how, marketing opportunities, projects, processes and or initiatives which are of a confidential nature and have been disclosed to the Hirer by or on behalf of the RA or RA Arts or any of their officers, employees, agents, or contractors and any other confidential information concerning the RA or RA Arts. The Hirer shall restrict disclosure of such information to its employees, agents, sub-contractors on a need to know basis solely for the purposes of discharging the Hirer's obligations under this Agreement and for preparing for and operating the Event.

22.3 The RA shall comply with the requirements of the Data Protection Act 2018 and related legislation (including the General Data Protection Regulation (2016/679) ("GDPR")) as applicable to it, including the express obligations of a data processor articulated in Article 28(3) of the GDPR in respect of all personal data (as that term is defined in such legislation) in respect of all data processed for the purposes of the Event.

22.4 The Hirer shall not act in a manner that constitutes a breach of applicable laws, regulations and codes relating to anti-bribery and anti-corruption.

22.5 Any notice that shall be given by one Party to the other for the purposes of this Agreement shall be in writing and served by sending it by special delivery post or by email, with proof of a valid receipt to the applicable representatives' address. Any notice served by post shall be deemed received two days after posting, any notice served by email shall be deemed received on the day it was transmitted.

22.6 The Hirer may not assign, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement or sub-contract the performance of its obligations without the express prior written consent of RA Arts. The Hirer will not be relieved of any of its obligations and liabilities under this Agreement by virtue of RA Arts agreeing to the sub-contracting of the performance of the Hirer's obligations under this Agreement.

22.7 The Parties agree that no term of this Agreement will be enforceable by any third party by virtue of the Contract (Rights of Third Parties) Act 1999, other than the RA.

22.8 The Hirer shall comply with the Modern Slavery Act 2015 and the RA's Modern Slavery and Human Trafficking Policy (available on request).

22.9 If any provision or part provision of this Agreement is held to be invalid or unenforceable, then such provision or part provision shall have no effect and shall be deemed not to be included in the Agreement, but without invalidating any of the remaining provisions.

22.10 No failure or delay by any Party in exercising any right or remedy provided by law shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

22.11 No amendment or variation of this Agreement shall be valid unless it is in writing and signed by each Party.

22.12 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous arrangement, understanding or agreement between the Parties.

22.13 This Agreement shall be governed by and interpreted in accordance with the laws of England and the Parties shall submit to the exclusive jurisdiction of the English courts.