

## **Regulations for the Hire of Museum Venues**

Articles 106 and 115 of the Heritage and Landscape Conservation Act, ratified with Legislative Decree 22.10.2004 no. 42, as amended

### Art. 1 Subject

These regulations discipline the hire to third parties of museum venues belonging to the Uffizi Galleries. Any other use different from the one declared in the application will determine the annulment of the authorization.

### Art. 2 Preparation of Applications

Applications for the hire of museum premises must be addressed to the Director of the Uffizi Galleries, Dr. Eike Schmidt, using the relevant form, which can be downloaded from <https://www.uffizi.it/servizi-professionali/concessione-in-uso-di-spazi-museali> and sent to [gauff.concessioni@cultura.gov.it](mailto:gauff.concessioni@cultura.gov.it). All applications must be submitted at least 45 days before the date of the event or the date on which occupation of the area is to commence. In order to implement the authorization's correct issue, the application must specifically declare the purpose of the event and the end user. All the given data will be used by the Administration in accordance with the General Data Protection Regulation (GDPR) approved with Regulation (EU) 2016/679. The presence of press officers, journalists (and / or any other person willing to get photographs or carry out professional services) in the aforesaid premises, will be allowed only via the Uffizi Galleries' prior authorization, which must therefore be mentioned in the application itself.

### Art. 3 Preparation of an Event Quotation

The Director will examine the application and once the preliminary feasibility assessments have been made, will authorize the issue of a quotation detailing the costs to be met by the applicant (this document will be valid for 90 days from the date of sending). The amounts stated in the tariffs and quotation will be given in Euros, net of VAT and/or any other expenses (e.g. registration costs, duty stamps, royalties, fees or other amounts, etc.).

### Art. 4 Applicant's Acceptance of Quotation

Once the applicant has confirmed acceptance of the quotation, the event will be entered into the museum's agenda of activities. This is not a guarantee of automatic authorization for the event to take place; the event will only be authorized upon signing of the Hire Agreement (following compliance checks on the documentation that must be provided by the applicant).

Art. 5  
Event Organization

The event must be organized in full compliance with the program approved by the management and according to the agreed and authorized methods.

In the event that the management, also further to any checks made via the Internet, social networks, etc, should become aware that the event does not comply (in terms of type, execution, purpose, number of participants, or in other ways) to what has been stated in the application, or does not comply with the agreed conditions, the Director may:

- re-calculate the fees payable, together with other costs already quoted to the Applicant;
- cancel the Hire Agreement, even if already signed, without any possibility for the applicant to claim back any costs already met by the applicant or claim any indemnity.

Art. 6  
Quantification of Hire Costs

Amounts due for hire and reimbursement of costs will be quantified by the Director. All amounts quantified for hire and costs shall be paid in advance of the date of the event for which the space is requested, and/or in any case before the spaces are occupied. Payment must be made by bank transfer to the account stated in the agreement.

The applicant will also pay costs to cover the use of Uffizi Galleries staff involved in the event and relevant preparations, as specified in the Hire Agreement. Payment of these charges will be made using the same method as for the hire fees and reimbursement of costs, i.e., by bank transfer to the IBAN details provided in the Hire Agreement.

Without prejudice to the joint and several liability of the applicant in the event of breach of the obligations undertaken with this agreement, and prior to the signing of the Hire Agreement, the applicant/subject hiring the premises may also appoint another subject to pay the amounts owed for use of staff, details of which will be specified in the deed itself. For any other information about payments see Art. 11.

Art. 7  
Signature of the Hire Agreement and Acceptance of the Conditions

The Hire Agreement drawn up with the Uffizi Galleries is non-transferable and is subordinate to further conditions, as set out below:

- a) it is necessary to respect the artistic and historic values of the property and the venue hired for use;
- b) the applicant/subject hiring the venue accepts financial liability for any damage to people and/or property in the areas hired for use, even if caused by guests at the event for which the venue has been hired;
- c) full compliance with public safety, fire prevention and safety in the workplace regulations must be observed (Legislative Decree 81/2008 - Consolidated law for health and safety in the workplace as amended). The subject hiring the venue will be responsible for submitting a “DUVRI” (Interference and Risk Assessment Document), and an emergency plan for the event; this must be provided in good time and where necessary, through a trusted and qualified technical engineer. It will also be necessary to comply with all of the provisions contained therein and with the obligations required by other laws or regulations in force (where required, it is also necessary to submit a permit from the Supervisory Committee for places of public entertainment);

- d) At their own expense, the subject hiring the venue will ensure that the area in use is cleaned and kept in order, restoring it to its original condition as soon as said venue is no longer occupied;
- e) the subject hiring the venue will take out an insurance policy with the limits of liability and cover as required in the Hire Agreement;
- f) in the event of accident and subsequent part payment of damages by the insurance company, any differences will be paid by the applicant/subject hiring the venue, even if referring to mandatory legal duties;
- g) costs for setup and dismantling by authorized technical staff, costs concerning supervision for electrical systems (in the event an Uffizi Galleries electrician should be unavailable, the service will be carried out by the company Masi Srl - Florence) or for service lifts (Otis or other authorized service at Uffizi Galleries) for both the use of materials and labor - will be the sole responsibility of the applicant/subject hiring the venue.

#### Art.8

##### Access to the premises covered by the agreement

During the event itself, inside the hired museum venue, access to said area will be permitted solely to the staff in the employ of the subject hiring the venue, all of whom must be provided with an identification badge whose format shall be previously sent via email to the abovementioned Office in charge of the agreement.

Preliminary inspections of the venues may be arranged before the event (or even before the request for the hire of museum venues destined to the organization of events). To gain the necessary authorization for the inspection from the Director of the Uffizi Galleries, a written request must be submitted (also by email) with a minimum of 15 days' notice prior to the date of the inspection itself. A maximum of 5 people are allowed during the inspections for a maximum stay in the museum of 45 minutes. The inspections will always take place in the presence of a person in charge of the Uffizi Galleries.

Participants in the event and the staff of the subject hiring the venue may not be exempted from the safety checks put in place by the Uffizi Galleries' management and/or competent authorities (e.g., metal detectors, etc.) For safety reasons, the staff of the applicant's/subject hiring the venue must be provided with the relevant identification card/badge, which must be shown to the Hire Department beforehand.

Staff at the Uffizi Galleries are authorized to check access credentials and personal identity in order to prevent access to unauthorized persons, and will not grant access to unauthorized persons (guests and staff of the subject hiring the venue, etc.) to areas not included in the venue hire. The subject hiring the venue must inform own staff, guests and those taking part in the event of all safety and security regulations.

The Hire Agreement is signed by the subject hiring the venue, to confirm that all conditions and the herein regulations have been read and accepted.

All those who access the areas belonging to the Uffizi Galleries must comply with the (governmental, regional, etc.) health regulations aimed at preventing the spreading of Covid-19, and follow all the procedures recommended at the moment of access.

#### Art. 9

##### Distribution of Event Material

The distribution of any information or promotional materials (catalogs, brochures, invitations, menus, etc.) for the event for which the museum venue is being hired, including in digital format, is

only possible with the express permission of the Uffizi Galleries: the applicant/subject hiring the venue must submit all material (including via email, in .pdf format) to the Hire Department beforehand, with sufficient time for it to be reviewed/approved by the Director of the Uffizi Galleries. Any photographs or films of the event and/or from the whole period for which the venue is hired, taken the applicant/subject hiring the venue or those appointed by same, may only be for personal use or for internal records.

To shoot by using drones and / or similar accessory equipment, it is necessary to request a specific authorization from the Uffizi Galleries in advance. It must contain all the information and authorizations required by law or regulations (for example the name of the pilot, UAS Pilot certificate, CE certifications, permit to fly, ENAC regulation, EU regulation no.1139, etc.). Without the aforementioned authorization, it is strictly forbidden to introduce and use drones and relevant accessories within the spaces belonging to the Uffizi Galleries. In the event of the distribution of any images and/or video footage from the period of hire, also if filmed by participants, the subject hiring the venue will be held exclusively liable for any breach to privacy law. EU Regulations 2016/679 - General Data Protection Regulation (the applicant/subject hiring the venue is advised to obtain the relevant waivers beforehand).

Should it become evident that unauthorized images and/or films have been distributed for the purposes of promoting and/or marketing a product or company brand, the Director of the Uffizi Galleries reserves the right to amend the hire fee as already stipulated in the Agreement, based on the tariffs in use by the Permits Department.

#### Art. 10 Guarantee

The Director of the Uffizi Galleries reserves the right to request a financial guarantee, issued by a bank or insurance company and/or the depositing of a cashier's cheque with a Notary Public, in order to guarantee cover of the expenses incurred for the hired venue. Should it be deemed necessary, for reasons of security and safety (for example, in the event of insufficient staff members to stage the event), and in the event of unforeseen circumstances, the Director will have the right to suspend the hire process or to cancel any hire agreement already signed, at any time, informing the applicant thereof. In this case, without prejudice to the possible refund of hire fees already paid, the applicant/subject hiring the event will not be entitled to any further indemnity.

Failure to pay costs owing for previous rental agreements with the Uffizi Galleries management will lead to the refusal or suspension of any further such agreements.

#### Art. 11 Payment of Hire Fees

All amounts stated in the Hire Agreement must be paid net of any bank fees, commissions or other charges or costs for the management. Any additional costs not set out in the agreement, even if due to changes made to the original program, will in all cases be met by the subject hiring the venue.

The non-payment of fees due for past events as well the failure to comply with this regulation or the hire agreement entails either the suspension or the annulment of the authorization to hire the venues.

## Art. 12

### Changes to the Original Event Program

Any changes made to the original event program regulated by the Hire Agreement must be submitted by the subject hiring the venue in good time for review/approval by the Director of the Uffizi Galleries; changes will only be permitted if authorized and the “DUVRI” (Interference and Risk Assessment Document), the Security Plan pursuant to Legislative Decree 81/2008 and ff. (see art. 26 for detailed info) have been duly amended.

If the subject hiring the venue should fail to abide by the program or project submitted to and authorized by the management, the latter reserves the right to suspend use of the spaces and organization of the Event with immediate effect, even if the event itself is already taking place; in this case, the subject hiring the venue will not be entitled to any indemnity and the management will reserve the right to recalculate the fees payable by the said subject.

In the event that staff at the Uffizi Galleries should find that the number of participants at the event is in excess of the number stated by the subject hiring the venue during the application process or the signing of the hire agreement, the management will apply additional charges to the hire costs and other fees already stated in the Hire Agreement. In case of non-payment the Uffizi Galleries may prevent the opportunity of future hire agreements.

## Art. 13

### Withdrawal or cancellation of an event

Any cancellation of an event that has already been confirmed by the applicant for the concession for use of the spaces (concessionaire) will result in the application of an “*administrative fee*” determined as follows:

- for cancellation requested within 8 days prior to the start of the validity of the concession for use of the spaces: € 750.00;
- for cancellation requested within 7 days to 48 hours prior to the start of the validity of the concession for use of the spaces: 50% of the amount of the fee for concession for use determined by the Director;
- for cancellation requested up to 48 hours prior to the start of the validity of the concession for use of the space: the full fee for concession for use already determined by the Director will still be due.

The aforementioned amounts do not need to be paid if the cancellation is due to force majeure, such as, but not limited to, unforeseeable public health events (epidemic or pandemic phenomena), natural catastrophes, embargoes, insurrections, acts of government, war, acts of terrorism or any circumstance beyond the reasonable control of the concessionaire and which is in no way attributable to direct and/or indirect actions or omissions on the part of the concessionaire.

## Art. 14

### Protection Measures

Any disputes that may arise as a result of the Hire Agreement and which cannot be settled amicably, will be submitted exclusively to the administrative courts.