

This agreement confirms the conditions for the hire of the Morley Gallery, the Morley College London exhibition space at 61 Westminster Bridge Road, London, SE1 7HT, and constitutes an understanding between venue and vendor to the condition attached to the hire.

Please read this document carefully in advance of signature and payment of deposit.

### **Period of Hire**

The period of hire runs between the dates \_\_\_\_\_ and \_\_\_\_\_ inclusive. In addition to the period in which the exhibition is open, this period covers installation and deinstallation periods.

For this fee you hire the interior of the Morley Gallery display space, but not the associated offices or storage cupboards which remain for College use. You may not display items outside the Gallery without prior planning permission.

The Gallery is normally available to hire Monday to Monday. This includes your installation and deinstallation periods, and regular opening times of 12-5pm weekdays and 1-5pm Saturday. The Gallery cannot open on Sundays due to closure of the College and a lack of trained security on site.

As Gallery staff do not work on Sundays, there may be a period on the first Monday of your hire \_\_\_\_ in which the previous show is being deinstalled and removed. This will run until 11am. Similarly, there may be an additional period on the Monday following your last day \_\_\_\_ when you may deinstall and remove your exhibition, to have the space cleared by 11am.

This will not prevent you entering the space on the first Monday at 10am, nor the show following your accessing the space as you leave it. This is our regular practice, and with good faith from all parties has proven successful in maximising access to the space.

This booking entitles you to the entire space for the duration of your booking, and no other exhibition bookings will be made alongside or on top of your booking. However, the Gallery retains the right to book evening events in the space during your exhibition period as required.

### **Payment**

The agreed fee for hire of the Gallery is £\_\_\_\_\_ per week, for a total of £\_\_\_\_\_, with attached Gallery commission on sales of \_\_\_\_\_%.

A non-refundable deposit of \_\_\_\_\_, amounting to \_\_\_\_\_% of the total fee, will be paid on or about \_\_\_\_\_ by bank transfer. This may be waived in some cases of funding delay or hardship.

Payment of outstanding balance will be made on the conclusion of the exhibition, on or about \_\_\_\_\_, by bank transfer.

For commission payment please see Sales section below.

Please note that additional charged may be incurred if you overstay your booking, leave the Gallery in poor condition, use the gallery space for unauthorised purposes, or require substantial additional support during your booking. In such cases you will be notified of such charges in writing when they are incurred.

You may not sub-let the Gallery space, and doing so will result in the immediate termination of your booking.

### **Cancelation**

If you need to cancel your exhibition for any reason, please communicate with us on the circumstances and see if there are ways in which we can assist you in continuing with the exhibition.

If you do need to cancel then your deposit is non-refundable, but cancellations made more than a month before the start date will incur no fees. Cancellations closer to the exhibition start date may incur fees depending on circumstances and our ability to replace the exhibition at short notice.

Morley Gallery reserves the right to cancel your booking if you substantially breach any of the hire terms laid out in this document, misrepresent your exhibition to us, or due to unforeseen environmental or building fabric issues. If we cancel your exhibition, you may be entitled to a full or partial refund depending on circumstances.

### **Risk**

All exhibitors at Morley Gallery do so at their own risk. We have an excellent safety record, as well as insurance and other risk management protocols, outlined below, but please note that by exhibiting with us you understand that you are placing your artworks at potential risk of loss or damage.

We reserve the right to charge you for the repair or replacement of any lost or damaged fixtures during your booking, particularly if we were not notified at the time of the damage or loss.

### **Content**

The Morley Gallery does not on general principal censor or edit exhibited works, and you will not be required to submit works in advance for approval.

However as a College institution dedicated to inclusivity and student enrichment, we reserve the right to require you to remove works that we consider to be in violation of our policies surrounding the promotion of racism, sexism, harassment, LGBTQ+

discrimination, advocacy of violence, animal cruelty, or which are in violation of any criminal law.

We also expect, and may require, that works which legally depict things which may be unsuitable for a juvenile audience be properly contextualised, accompanied by warnings, and if necessary hidden from street view.

If you are concerned that any works in your exhibition may be affected by this policy, we strongly advise you to obtain prior approval.

We do not, as strict policy, exhibit human remains, or any works which may be in violation of international treaties, including but not limited to stolen cultural property, war loot, or illegally imported animal products.

### **Marketing**

You are expected to provide your own marketing strategy for your exhibition. To support it we offer the following resources.

A page on the Gallery website, formatted as you wish, capacity permitting.

We will offer two social media posts relating to your exhibition, one in advance and one at the start of the exhibition, you will need to supply content, or we can repost your own posts.

A place in our Gallery newsletter. This is dispatched digitally to 15,000 subscribers and available in print format during the term in which your exhibition takes place. You will be approached in the weeks leading up to the start of the new term and invited to submit a title, image and single paragraph blurb to a deadline in order to feature in the newsletter.

Your exhibition may feature in other marketing campaigns as decided by the College marketing team in accordance with College priorities, but these cannot be assured or applied for in advance.

You may approach the Morley Radio Station about recording a podcast for your exhibition.

### **Imagery**

By exhibiting with us there is a presumption that we can photograph your works and events, and that we may use those photographs for Morley PR and publicity materials.

We will not directly market (i.e. postcards or posters) images of your works without prior written permission.

There is a presumption that visitors may take photographs of works in the exhibition for personal or educational use, and may post these images onto social media networks.

None of these terms in any way impinge on your ownership of copyright of your works, or your rights to make and use images of your work. If you plan to use film or photography equipment in the Gallery (e.g. tripods or fixed cameras) please let us know in advance.

If you object to any of these terms, please list your restrictions below. Please note that you will be responsible for enforcing any restrictions.

### **Security & Insurance**

Morley Gallery has an excellent safety record. To retain it, we take significant precautions.

The Gallery has alarm systems, lock and key protocols, fire-safety systems, and broad CCTV coverage. These systems will be managed by Gallery staff, and you are requested not to interact with them directly.

The Gallery, as part of Morley College London, has full public liability insurance in case of injury to exhibitors and visitors, provided they have acted in compliance with the law, extant health and safety rules, and are not in contravention of direct instructions from Gallery staff.

The Gallery also maintains specialist art insurance. In case of damage or theft, artworks exhibited in the Gallery are insured to a maximum total value of £75,000.

Claims to this policy are at the discretion of the Gallery manager, will be processed by Gallery staff on the basis of realistic previously posted value for artworks, with the deduction of a 10% administration fee.

For works to be eligible for insurance cover they must be listed in writing in advance with a valuation attached, even if they are not intended for sale.

We will retain your details in accordance with GDPR, but will not share them with third parties without your explicit written consent.

### **Installation**

You are expected to arrange delivery of your works on the first morning of your booking. The Gallery does not have space to store works before or after your scheduled booking period.

Works must be delivered ready to hang. Please do not deliver incomplete works, such as paintings with wet paint, or unfired clay, unless this is part of the exhibition, which must be approved in advance.

You are expected to install your works yourself, with the supervision of Gallery staff. If you are unable to install yourself, and require the direct help of Gallery staff then you may incur additional charges up to a maximum of £60 per staff member per day, subject to negotiation. Gallery volunteers may be available to assist without charge, if you would like us to request them, please let us know at least two weeks before your installation.

No children or animals (except guide dogs) are permitted in the Gallery space during installation or deinstallation.

You will at all times have at least one Gallery technician on site to provide advice and support for install, deinstall and private view, at no additional cost.

You are strongly encouraged where possible to use non-destructive installation techniques, such as the Gallery's hanging system.

Where destructive installation processes, such as pins or screws, are used, we expect you to take steps to minimise impact, and to plan for repairing the damage yourselves at the conclusion to your exhibition. Any more serious destructive techniques must be approved not less than two weeks before the start of your exhibition, and if not approved or if approval is not sought, they will be prohibited by Gallery staff.

You may use Gallery tools and equipment during your install, as long as you treat them with due respect and care. We also have the following equipment available for use – See Appendix. Please clarify in advance which pieces of equipment you wish to use so that they can be prepared for you and apportioned accordingly.

All electrical and mechanical equipment used in the exhibition must be approved by Gallery staff in advance. We reserve the right to refuse permission for the use of equipment if we deem it to be in violation of safety requirements.

When installing, please follow all health and safety guidelines as laid down by Gallery staff to ensure damage and injury risks are minimised. Please make sure that installers are properly trained in working at heights, working with tools and heavy lifting as required before they begin installation. Gallery staff instructions are final, and staff reserve the absolute right to prohibit activity if they believe that risks of continuing are significant.

Please take steps to protect the floors from damage during installation – works should not be dragged on the floor, and due care taken when using paint or solvents.

Lighting will always be organised by Gallery staff once the exhibition has been completely installed, in liaison with exhibitors preferences.

All works must be collected promptly. Works not collected in good time will be disposed of by Gallery staff.

### **Labels and permissions**

You are expected to provide your own labels, though you may use the Gallery's stock of plastic label wallets for wall mounting, in standard A sizes of 4-7, mounted with Velcro strips. All labels and panels should feature the Morley Gallery logo.

If you require Gallery staff to produce your labels, we can produce these for you at a cost of £2 per label. You will need to submit the label texts in an excel spreadsheet not less than two weeks before your start date, and the data in this spreadsheet must be correct – we cannot make late corrections.

You are expected to provide your own information panels should you require them. If you require us to provide them, then we require all details not less than two weeks before your start date. We will charge £20 per panel, plus printing costs. We are happy to share details of a reliable local print workshop.

You are expected to provide your own catalogues, pamphlets and other ephemera as required. If you wish us to produce them then we will need to negotiate costs on a case-by-case basis, based on staff capacity and requirements.

You are responsible for securing permission for all reserved copyright used in your exhibitions, and the College accepts no liability in cases of breach of copyright by exhibitors.

We will provide and install two window vinyls for you as a service covered by your hire fee.

### **Conduct**

We understand that exhibitions can be emotional and challenging experiences, but all staff, partners, artists and visitors are expected to behave in a polite and professional manner in the Gallery space, showing respect for other users.

We have a zero-tolerance policy on bullying or discrimination in the Morley Gallery. The Gallery is a shared workspace, and violations of this policy are taken very seriously, and may lead to expulsion of violators and their artwork from the Gallery without warning or appeal, at the Gallery manager's discretion.

If you are a current student of the College, or a former student seeking to return, then violation of this policy may also see you expelled from the College, and blacklisted from re-enrolling.

### **Invigilation**

The Morley Gallery undertakes to keep your exhibition open between the hours of 12pm-5pm Monday-Friday and 1pm – 5pm on Saturdays.

Additional hours may be possible by negotiation, but you will be expected to staff them yourselves. The Gallery cannot be operated without College security staff on site, which usually precludes Sunday opening. These hours may be subject to change outside term time.

We strongly encourage exhibitors to make themselves present during the run of the show to engage with visitors and support Gallery staff and volunteers. Any invigilators supplied by the exhibitors must have an induction by Gallery staff.

On rare occasions the Gallery is forced to make unscheduled closures – in the past these have included unexpected internal building works, external road works, atmospheric conditions subject to government warnings, and of course the COVID-19 pandemic. In these cases we will communicate the circumstances to you and our planned response and if necessary make proportional reductions in fees.

### **Sales**

If you are not paying commission, you are welcome, if you have the equipment, to manage sales yourself.

If you are paying commission, or if you would rather entrust it to us, sales can be made through the Gallery's sales system. This favours card payments.

Gallery staff will take payment for sales, and keep a record of all sales. At the end of the exhibition you will be provided with a statement of sales and the necessary paperwork to receive funds. We will subtract agreed commission before transmitting funds.

All purchasers of artworks will receive an art sales receipt

You are expected to arrange dispatch or collection of sold items to buyers.

### **Events**

Your booking includes one late event for a private view, held on a Tuesday-Wednesday-Thursday evening between 6pm and 8pm. The 8pm finish time is strictly enforced by agreement with our neighbours.

You are expected to maintain the guest list for this event, and provide a copy to the Gallery.

You may use Gallery tables, table cloths, plates and glasses, but will be expected to provide your own food and drink. We can supply wine at £8 a bottle if you request it in advance.

You must obtain written permission to use event caterers, DJs or other entertainers in advance.

We will dispose of rubbish through the College's refuse collection service.

Music is permitted, but must not reach an excessive volume which will disturb our neighbours.

Additional events and late nights will incur additional costs: £200 for a second evening event, and £60 for a late opening, to cover staff costs. They are only available as staffing and resource permit.

**Agreement**

If you are happy to agree to these conditions, please sign and date this agreement below.

\_\_\_\_\_  
Gallery curator

\_\_\_\_\_  
Exhibitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAMPLE