



PINACOTECA DI BRERA  
BIBLIOTECA NAZIONALE BRAIDENSE  
*Ministero dei beni e delle attività culturali e del turismo*

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## TERMS AND CONDITIONS GOVERNING THE HIRING OF BRERA SPACES FOR EVENTS

The Pinacoteca di Brera hosts events and projects organised jointly by the public and private sectors in an effort to sustain and develop its art heritage and to promote the use of its public areas which can be rented out for activities compatible with safety requirements and with the cultural nature of its heritage. Private citizens and institutions may, with due authorisation, hold their events and initiatives in the following areas of the Palazzo di Brera: the Cortile d'Onore, the Sala della Passione, the Spazio Consagra, the Loggiato Superiore and the Pinacoteca. (activate link with area factsheets with photographs).

The Pinacoteca affords priority to initiatives either including a special tour of the museum outside regular opening hours or providing for the purchase of a given number of tickets to allow participants to visit the museum during regular opening hours.

The Pinacoteca reserves the right to waive the fee, offering use of its premises free of charge for not-for-profit events, initiatives and projects of lofty cultural interest and prestige, in accordance with Art. 108, comma 3, D. lgs 42/2004 in the Italian Civil Code.

### PROCEDURE

#### 1. APPLICATION

Application for the use of areas in the Palazzo di Brera and Pinacoteca must be filed at least 30 days before the event is due to be held (for events which are not complex to organise; otherwise the application must be filed at least 3 months before the event) by e-mail only to our "Eventi in concessione" office (sbsae-mi.segreteria@beniculturali.it; sbsae-mi.brera@beniculturali.it, Ufficio Eventi in concessione: +39.02.72263262/266; Pinacoteca secretariat +39.02.72263203), indicating:

- particulars of the person applying for authorisation or, in the event of a company

- organising the event on a third party's behalf, the particulars of the third party;
- date, content, timetable and detailed indication of the areas involved in the event;
  - technical specifications for layout and equipment;
  - number of participants.

## 2. ESTIMATE

Our Office shall prepare and send a signed estimate listing the rental fee, the cost of surveillance personnel and any accessory costs, offering the applicant option rights on the chosen date up to fifteen days before the event, by which date the parties must have drafted and signed the deed of authorisation. The copy of the estimate, which the applicant must sign, stamp and date, should specify whether the applicant wishes to be considered a direct licensee or wishes to use the area through the Pinacoteca's exclusive museum services licensee selected by public tender in 2010 (Charta srl).

## 3. DEED OF AUTHORISATION

For the drafting and signing of the deed of authorisation, the applicant must submit to the Pinacoteca a first-demand bank or insurance surety covering compliance with the requirements stipulated in the deed of authorisation, including payment of the fee and surveillance personnel costs (with availment in the event of a delay in payment) and as a down payment against damage to the areas authorised for use. The surety must cover the period stretching from start of assembly to completion of dismantlement and in any case until all of the requirements stipulated in the deed of authorisation have been met; the surety is required even if the applicant opts to avail him or herself of the services of the museum's exclusive licensee. The surety must be drafted for an agreed sum which, in the event of a complex project, can amount to as much as three times the rental fee (Codice beni culturali, D.M. 8 aprile 1994 D.lgs. Codice beni culturali e paesaggio 22/1/04, art. 108 co. 4).

The second condition required for drafting a deed of authorisation is that the applicant must take out a general liability insurance policy covering damage to people and things, damage to cultural assets and injury cover for participants up to 3 million euro based on the characteristics of the area chosen, the number of participants and the risks intrinsic to the event, its layout and design.

The deed of authorisation will contain:

- a) an indication of the area authorised for use and a description of the event and its time-frame;
- b) the number of staff members required;
- c) the terms and modalities governing the running of the event;
- d) the rental fee and the terms and modalities governing its payment, which may also be in the form of a contribution to the cost of safeguard and enhancement

initiatives or by banker's draft directly to the Institute or to its official museum services licencee;

e) the cost of surveillance, payment for which must be made by the applicant within five days of the task being performed;

f) the details of the general liability insurance policy covering accidents and damage, and of the injury cover for participants;

g) the details of the bank/insurance surety taken out as a precautionary down payment against damage to the premises and to meet the terms of the deed of authorisation;

h) reference to the availment of that policy in order to make payment in the event of a delay.

In addition to the rental fee and surveillance costs, the applicant is also required to pay for the cost of all utilities, which the Institute will define as a lump sum to reflect the nature of the event planned

The Institute has no exclusive agreement with any particular catering firm. The caterer hired by the applicant is required to conduct a timely inspection of the premises in order to take stock of the space available. No gas cylinders may be used anywhere on the palazzo's premises. The applicant must bear the cost of all supplementary cleaning services (museum toilets, monumental staircase, vestibule and so forth) when required, of refuse disposal and of removing all cutlery and crockery. The applicant must use the palazzo's cleaning contractor (Stereo s.r.l.) for all supplementary cleaning of the area rented, both before and after the event.

The applicant will also be held responsible for any and all damage to people and things, for any items found missing and for any tampering or pilferage during use of the rooms and/or areas rented, releasing the Institute from all liability in that connection. The applicant will be authorised to use the plugs in the palazzo, in a manner consonant with the nature of the event; alternatively, the applicant may hire a generator. For the installation of, or any changes to, the electrical system or the wiring in the palazzo, the applicant must draw up a regular contract with the Ambro Elettrica company attached to this Office.

Every deed of authorisation comes with a spec sheet listing general security requirements. The applicant is responsible for compliance with D.Lgs. 81/08 in connection with security requirements and with any and all SIAE-EMPALS obligations. The applicant must also agree to:

- use only equipment that meets all current health and safety standards as laid down in D. lgs. 81/2008;
- employ or cause sub-contractors to employ only staff who meet all legal requirements enshrined in the labour laws currently in force.

#### RATES FOR SURVEILLANCE, TECHNICAL AND ADMINISTRATIVE STAFF

All areas authorised for rent will be monitored by Brera staff, and certain additional administrative and surveillance posts are required for given types of event. The cost of museum staff involved in any way in monitoring the areas rented is tailored to meet the type of event. Estimates for staff costs are thus calculated on the basis of the type and duration of the event (including assembling and dismantling the layout, equipment, catering structures and so forth) and of the area or areas rented.

In accordance with the terms of the Circolare Mibact 85/2010 and with local trade union agreements, the gross hourly rate for a surveillance officer, technician or member of the exhibition office staff (from Tuesday to Saturday) is 36.00 euro per hour until 22.30 and 40.00 euro per hour thereafter; on holidays (Sunday and Monday, the museum's official closing day), those rates rise to 40.00 euro and 45.00 euro respectively; the gross hourly rate for the Brera staff liaison officer for the event is 40/45 euro per hour on normal days and 45/50 euro per hour on holidays; the gross hourly rate for administrative staff involved in the preparation and submission of occasional work notes is 40.00 euro per hour.

personale	Area di appartenenza	<u>Tariffa</u> feriale	<u>Tariffa</u> notturna a partire dalle ore 22,30	* <u>Tariffa</u> <u>festiva</u> diurna	* <u>Tariffa</u> <u>festiva</u> notturna a partire dalle 22,30
vigilanza/ collaboratori/tecnici	<b>I e II</b>	<b>36</b>	<b>40</b>	<b>40</b>	<b>45</b>
funzionari	<b>III</b>	<b>40</b>	<b>45</b>	<b>45</b>	<b>50</b>
amministrativi	<b>I, II e III</b>	<b>40</b>			