



Standard Conditions of Hire for Functions and Events

1. Definitions and Interpretations

1.1 In these Conditions the following definitions shall apply:

- a) "HOC" *refers to the Corporate Officer of the House of Commons and those acting on their behalf as set out in the Hire Agreement Summary Form.*
- b) "HOC Representative" *the person designated as the main point of contact in all matters regarding the Event, as set out in the Hire Agreement Summary Form.*
- c) "The Hirer" *the person(s) or corporate body and/or its authorised representative making the application for the hire.*
- d) "The Debtor" *the person(s) or corporate body responsible for settling of the account.*
- e) "Hire Agreement" *means the completed Hire Agreement Summary Form, these Standard Conditions of Hire, agreed and signed Event Instruction Sheet and any other documents expressly incorporated, which together form a binding contract, between HOC and the Hirer.*
- f) "The Venue" or "Site" *refers to any room, ancillary area or grounds on the Parliamentary Estate so designated in the Hire Agreement and to which the Hirer has been granted permission to enter and/or use under the Hire Agreement.*
- g) "The Event" *shall mean the title and/or description and details of the activity/function taking place at the Venue during the Period of Hire, as described in the Hire Agreement Summary Form.*
- h) "The Period of Hire" *shall be the period of time from the beginning of the Event and its end, including provision for set up and breakdown periods as may be required, and as described in the Hire Agreement Summary Form.*
- i) "Minimum Catering Charge" *shall be the published menu price per person multiplied by the Guaranteed Minimum Number for the Venue.*
- j) "The Hire Charge" *refers to the fee agreed (including VAT at the prevailing rate), to include the Room Hire Charge, Minimum Catering Charge, Weekend Supplement Charge (where applicable) and Services agreed, between HOC and the Hirer for the use of the Venue for the purposes of the Event.*
- a) "Conservation" *is defined as all activities designed to preserve and stabilise the Palace Building and content, and to prevent future deterioration, both chemical and physical.*
- b) "Contractors" *means such suppliers of services in respect of the Event as are on the HOC Approved Contractors list or otherwise agreed with HOC in advance.*
- c) "Force Majeure" *means any incident outside of the control of HOC arising from:*
 - i) *the breakdown of equipment supplied by HOC or by third parties;*
 - ii) *failure of electric supply;*
 - iii) *act of God, including but not limited to fire, flood or leakage of water;*
 - iv) *access to the site being precluded due to Government Legislation, police restriction or State occasion;*
 - v) *act of terrorism or other public disorder;*

which may cause the Venue to be closed or hiring to be interrupted or cancelled.

1.2 Unless the context otherwise requires, the singular shall also include the plural and vice-versa.

2. Hire Agreement

- 2.1 The date(s), time(s), Venue / area of hire and service(s) to be provided, will be agreed between the Hirer and HOC and shall be detailed on the Hire Agreement Summary Form together with the permitted number of guests.
- 2.2 The Hirer will meet the costs of the Hire as set out in the Hire Agreement and any additional fees that may be chargeable by HOC for any alteration to numbers, services, times, dates or areas used.

3. Facilities

- 3.1 Entrance to the Parliamentary Estate is via the Cromwell Green visitors' entrance in Parliament Square for the Palace of Westminster and via the Portcullis House visitors' entrance on Victoria Embankment for Portcullis House.
- 3.2 The Hirer may have access to the venue 45 minutes before the Event is due to start; 30 minutes for breakfast Events.
- 3.3 No car parking facilities are available.

4. Use of the Venue

- 4.1 No part of the Venue, building, outhouses, grounds or ancillary areas may be used for any purpose other than that described in the Hire Agreement.
- 4.2 No part of the Venue, building, outhouses, grounds or ancillary areas may be used for direct or indirect financial or material gain by the Hirer, or any other person or external organisation without the prior consent of HOC.
- 4.3 Registered charities may use the Hire for fundraising purposes having notified HOC in writing of the registered charity number.
- 4.4 Access to the Venue, building, outhouses, grounds or ancillary areas may not be used as an inducement to recruit new members of political parties, external organisations or non-Parliamentary associations nor as a reward or benefit of said membership.
- 4.5 No commercial promotion or demonstration is permitted by any person or external organisation, including product/book launches without the prior consent of HOC.
- 4.6 No part of the Venue, building, outhouses, grounds or ancillary areas may be used for any unlawful purpose or in any unlawful way.
- 4.7 No animal is to be brought into the grounds or allowed to enter any building without the prior consent of HOC (service dogs will be exempted but HOC requires prior notification).
- 4.8 Permission should be sought from HOC to allow any person under the age of 16 years to attend an evening Event if the Hirer has prior knowledge of such a person attending.
- 4.9 No bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls or fabric of any building, plant or fence.
- 4.10 Evening Events must be brought to a close by 22:30 and the Hirer shall ensure that all guests shall have left the Site by 23:00. HOC reserves the right to recover additional costs incurred in the event of a late vacation of the Venue.
- 4.11 Concerts, loud music or other activities likely to cause a noise nuisance are not permitted. Background music may be permitted with the prior consent of HOC at times when neither House is sitting nor adjacent rooms in use for other Events.

5. Signs, Placards and Advertisements

- 5.1 No placards or other articles are to be fixed to any part of the Venue or fabric of the building.
- 5.2 No posters, boards, signs, flags or other emblems or advertisements are to be displayed outside any part of the Venue or grounds without prior consent of HOC.

5.3 In such instances where HOC gives permission for any type of signage to be used the Hirer must follow the explicit instructions given by HOC and HOC reserves the right to remove, or have removed at the Hirer's expense, any type of signage, for any reason.

5.4 Any damage caused by the use or removal of any signage will be repaired at the Hirer's expense.

6. Consumables

6.1 Catering Services has the sole right to the provision of the Services in its designated areas at the Event and no other Consumables may be brought into these areas.

6.2 Special dietary requirements can be catered for if notified to HOC no later than 3 working days prior to the Event (excluding Bank Holidays and Weekends). After this time, every effort will be made to provide the additional service however this will incur additional charges.

6.3 All listed drinks are sold on a sale or return basis and HOC reserves the right to charge for all opened bottles, even if unconsumed.

6.4 When Consumables are charged on a consumption basis, the Hirer shall check the opening and closing of stocks of Consumables in the presence of the HOC Representative. In the Event of the Hirer refusing or delaying to do so, the figures recorded by HOC shall be conclusive.

6.5 It is the Hirer's responsibility to notify HOC of its authorised representative for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Hirer. Where the Hirer fails to notify HOC of its authorised representative or orders are placed by persons other than a Hirer's authorised representative, the figures recorded by HOC shall be conclusive and the Hirer shall be bound to pay the charges for the Services. HOC will not accept any adjustments to the price unless this procedure is followed.

6.6 All Consumables offered are subject to availability. Where Consumables are not available, all reasonable endeavours will be made to offer a substitute.

7. Number of Guests

7.1 The maximum number of guests allowed within the Venue is governed by both Fire, Health & Safety Regulations and Conservation requirements. The maximum number stipulated in the Hire Agreement Summary Form must not be exceeded for any reason.

7.2 If this number is exceeded HOC may terminate the Event immediately without recompense to the Hirer.

7.3 At the time of booking the Hirer shall provide details of the expected number of persons attending the Event, including organisers or assistants, and contractors.

7.4 Final catering numbers are required 3 working days (excluding Bank Holidays and Weekends) before the Event. Charges for Services will be based on that number or the number actually attending, if greater. If HOC provides the Services for any number less than the Guaranteed Minimum Number and the Minimum Catering Charge as stipulated in the Hire Agreement Summary Form, HOC charges to the Hirer based on the number previously advised, will nevertheless apply in full.

7.5 If numbers fall below the Guaranteed Minimum Number as stipulated in the Hire Agreement Summary Form, HOC reserves the right to relocate the Event to a smaller room.

7.6 A typed list of attendees' names must be supplied to HOC a minimum of 48 hours in advance of the Event. A duplicate list should be given to the security team at the visitors' entrance when the Hirer arrives.

8. Electrical Equipment

8.1 No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered, moved, or in any way interfered with.

8.2 No additional lighting, or any high intensity or halogen lighting, heating, power or other electrical appliances are to be installed or used within the Venue without prior consent of HOC.

- 8.3 Where HOC has approved the use of additional electrical equipment the Hirer must ensure this equipment meets all relevant Health & Safety Legislation and requirements and the Hirer shall indemnify HOC against all claims and expenses for any injury or damage caused by such equipment.
- 8.4 In addition, such equipment must comply with relevant Conservation Rules, and where used in historically sensitive areas, be approved for use by HOC.

9. Copyright Works

- 9.1 The Hirer may not infringe or allow any copyright to be infringed; including Parliamentary copyright. Permission must be sought from HOC for the use of any trademark or Site name owned or managed by HOC, on any invitation or publicity relating to the Event.

10. Publicity, Photography and Media

- 10.1 Any media interest in the Event must be notified in writing to HOC.
- 10.2 Cameras may be brought onto Site for private purposes only provided that no nuisance or annoyance is occasioned. Television/photographic cameras must be hand-held with no tripods or trailing cables and any filming or photography is restricted to the confines of the Venue.
- 10.3 The Hirer may not grant broadcasting or filming rights related to the Event without the prior consent of HOC. The grant of such rights may incur additional fees to HOC. Should the Hirer require the use of cameras for any commercial purpose HOC must approve their use prior to the Event.
- 10.4 Photographers, television crews and/or radio crews must possess an official invitation to the Event and are to be included within maximum numbers.
- 10.5 The Hirer may not publicise or advertise the Event, HOC, or this agreement without the prior written permission of HOC agreeing the nature, timing, content and choice of media channels proposed by the Hirer.

11. Gambling

- 11.1 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place in the Venue without the prior written consent of HOC and it shall be the responsibility of the Hirer to obtain any licences and permissions required under the Gambling Act 2005 should HOC's consent be provided.

12. Smoking

- 12.1 Smoking inside the Venue is strictly forbidden.
- 12.2 The Hirer shall be responsible for any costs arising as a result of any alarms and fire prevention systems being 'triggered' in the event of a guest or Contractor smoking or by the use of candles or the Hirer's equipment at the Event. For the avoidance of doubt, no recompense for the curtailment or cancellation of any Event will be payable to the Hirer by HOC occasioned by the 'triggering' of fire alarms.

13. Expiration of Period of Hire

- 13.1 The Hirer is to remove, or have removed, all equipment previously brought in by or on behalf of the Hirer, and within the times specified by HOC.

14. Damage to the Building or Property

- 14.1 The Hirer is to take good care of, and not cause any damage to, the Venue or to any fittings, equipment or other property belonging to, or under the control of, HOC.
- 14.2 The Hirer shall make good, or pay to be made good, any damage caused by any guest, person or Contractor for whom the Hirer is responsible during the Period of Hire and/or during the "set up" / "clear up" periods unless such damage is occasioned by the negligence of HOC .

15. Liability and Indemnity

- 15.1 Unless caused by the negligence of HOC or its staff or agents and provided always that HOC may at its discretion first decide whether they wish to settle a claim, the Hirer shall indemnify and hold harmless, HOC, its officers, employees and agents in full against any claim arising from the Hire in the event of:
- 15.1.1. the death of, or any injury caused to, any person attending the Site in connection with the Event;
 - 15.1.2. damage to, or loss of, any equipment, goods, articles or property brought to, or used at, the Event by the Hirer or any other person or organisation;
 - 15.1.3. any works required to repair any damage caused to the fabric of the Site;
 - 15.1.4. any other fine or legal action arising in relation to the holding of the Event.
- 15.2 HOC accepts no responsibility for any errors or omissions appertaining to Event details not confirmed in writing to HOC.
- 15.3 HOC shall not be liable to the Hirer by reason of any loss sustained or inconvenience caused as a result of, or in any way arising out of cancellation or re-scheduling.
- 15.4 HOC shall not be liable to the Hirer by reason of any delay in performing or any failure to perform any of HOC obligations in relation to the Services if such delay or failure is due to any cause beyond HOC's reasonable control.

16. Right of Entry

- 16.1 In respect of the high security requirements and considerations in relation to the Site, HOC reserves the right to refuse entry to any person, vehicle or piece of equipment to the Site at any time and for any reason without liability to the Hirer or any third party.
- 16.2 HOC reserves the right for any duly authorised representative of HOC to enter the Venue at any time during the Event for any authorised purpose.
- 16.3 All guests attending an Event must be in possession of an official invitation, to be shown on demand to HOC Security. This invitation is to be produced by the Hirer and verified by HOC before going to print. The invitation must specify the Venue "by kind permission of the Speaker". A sample invitation can be sent on request for guidance.

17. Payment of Hire Charge

- 17.1 The Hire Charge and any other agreed fees (together with, where applicable, V.A.T. at the prevailing rate) must be fully paid prior to the commencement of the Period of Hire as per the following schedule:

Payment	Amount	Comments
1	Deposit	Payment constitutes a non-refundable deposit and must be paid to HOC by the Hirer, within 7 days of the Agreement Date as stated on the Hire Agreement Summary Form, to secure the booking. <i>Preferred method of payment is via credit or debit card.</i>
2	Agreed Hire Charge + additional spend	HOC shall issue an invoice to the Hirer at 8 weeks prior to commencement of the Period of Hire which must be paid no less than 6 weeks prior to the Event.
3	Remaining Balance	HOC shall issue an invoice to the Hirer after the Event which must be paid within 7 days.

- 17.2 The Event is not confirmed, and the Hirer shall have no rights pursuant to this Agreement, until HOC is in receipt of the signed Hire Agreement and the deposit payment has cleared.
- 17.3 If an Event is confirmed less than 8 weeks from the commencement of the Period of Hire, the Hirer will be invoiced in full and this should be paid immediately.
- 17.4 If payment of the Hire Charge is not received by the dates agreed in the payment schedule as set out in the Hire Agreement Summary Form, HOC reserves the right to cancel the Event without liability to the Hirer.

- 17.5 For the avoidance of doubt HOC may exercise any statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if it is not paid according to the agreed payment schedule.
- 17.6 In the event of HOC incurring additional expense not provided for in any quotation as a result of the occurrence of the Event i.e. variation and/or alteration of instructions and/or details and/or a failure by the Hirer or his/her representative(s) to provide the same, such additional expense shall be added to the price.
- 17.7 All Events taking place after 15:00 on a Friday, the weekend or on a Bank Holiday will incur a weekend supplement charge.
- 17.8 If the registered Debtor for the Event is changed, this may invalidate any entitlement to a prior agreed discount.
- 17.9 A BACS transfer may be made from a UK bank account into the following account:
- Account Name: GBS re HOC: Administration
Bank: Citibank
Sort Code: 08-33-00
Account Number: 12317729
- 17.10 A remittance advice detailing:
- i) the amount paid;
 - ii) when the amount was transferred / paid;
 - iii) the Event date;
 - iv) the Venue;
 - v) the invoice number;
 - vi) the name of HOC Representative
- must be sent to the following address:
- Accounts Receivable
House of Commons Central Finance
7 Millbank
London SW1P 3JA
E: accountsreceivablehoc@parliament.uk
- 17.11 Cheques must be crossed and made payable to House of Commons Administration.
- 17.12 Account payments, as detailed on the Hire Agreement Summary Form, may be made by credit or debit card by calling Accounts Receivable on 020 7219 6308 quoting your Event name and number as the payment reference.
- 17.13 HOC reserves the right to increase its prices for services during the interval between confirmation and commencement of the Hire Period.
- 17.14 All prices in relation to this Agreement are stated inclusive of VAT at the prevailing rate and an additional 12.5% service charge on all food and beverage sales. VAT shall be payable by the Hirer where applicable.

18. Cancellation by HOC

- 18.1 HOC may cancel the Event if:
- 18.1.1. the Venue or any area within the Site is closed due to circumstances outside its control which precludes the Event taking place, i.e. a Force Majeure event;
 - 18.1.2. House business is unexpectedly rescheduled or the House is recalled during a recess;
 - 18.1.3. the Hirer becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy;
 - 18.1.4. the Event may, in the opinion of the HOC, damage or prejudice the reputation and/or good name of Parliament, Members, or HOC.
- 18.2 The Director of Catering Services has the authority to accept, refuse or re-schedule bookings at any time. Such authority will not be exercised unreasonably.

19. Cancellation by the Hirer

19.1 The Hirer may cancel the booking by giving HOC notice in writing. In such circumstances, the Hirer shall compensate HOC for any loss suffered by it as a result of the cancellation. HOC shall use its reasonable endeavours to find a replacement booking for the Period of Hire booked and, if successful, shall refund the Hirer 90% of the deposit and the balance (if any) of the Hire Charge paid.

19.2 Where HOC cannot find a replacement booking, the following cancellation charges will apply (less the non-refundable deposit):

Period	Fees Payable
Less than 12 months of the commencement of the Period of Hire	Deposit retained plus any additional costs
Between 6 – 3 weeks (inclusive) of the commencement of the Period of Hire	50% of the total Hire Charge plus any additional costs
Less than 3 weeks prior to the commencement of the Period of Hire	100% of the total Hire Charge plus any additional costs

19.3 The Hirer may postpone the Event with over 90 days written notice to HOC before the Event without penalty and deposit payment duly transferred if the Hirer reschedules the Event for a future date no more than 90 days from the date of the original commencement of the Period of Hire. Any date beyond this will be considered a cancellation and charges as set out in 19.2 will apply in full. Should the Hirer not reschedule the event or postpone the Event within 90 days of the commencement of the Period of Hire then the Hirer shall compensate HOC for any loss suffered by it as a result of the postponement. HOC shall use its reasonable endeavours to find a replacement booking for the Period of Hire booked and, if successful, shall refund the Hirer 90% of the deposit and the balance (if any) of the Hire Charge paid.

19.4 Any further postponement of any rescheduled Event will result in full cancellation charges as set out in 19.2, using the original commencement of the Period of Hire.

20. Breach by the Hirer

20.1 If the Hirer fails to observe and perform any of these Standard Conditions of Hire or causes damage to the Site as a result of the Event or the Hire, HOC may:

20.1.1. Cancel the Event or any other hiring of the Venue by the Hirer without incurring any liability to the Hirer for the return of any payments already paid; and

20.1.2. Charge to and recover from the Hirer any expenses incurred by HOC plus 10% administrative fee in remedying any such failure including (but not limited to) the cost of employing and supplying:

- i) attendants
- ii) cleaners;
- iii) workmen or other Contractors as may be appropriate; and
- iv) any materials, equipment and cleansing agents additionally required.

21. Health & Safety

21.1 The Hirer must adhere to all current Fire, Health and Safety Legislation and make themselves aware of all Fire, Health and Safety issues and policies governing the Site and follow all instructions given by HOC relating to all such matters.

21.2 The Hirer must ensure that at no time do they or any of their Guests or Contractors block, cover up or interfere with any emergency exit.

22. Assignment

22.1 The benefit of this agreement is personal to the Hirer and shall not be assigned, sub-contracted or disposed of in any way without the written permission of HOC.

22.2 HOC may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement to any successor body appointed to carry out its functions.

23. Gifts

- 23.1 No gifts or gratuities are to be offered to or accepted by HOC's employees or their agents before, during or after the Event.

24. Complaints

- 24.1 Any complaint arising out of the hiring must be made in writing to the HOC Representative within 3 working days after the expiration of the Hire Period.

25. Notices

- 25.1 All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by email, by hand or sent recorded delivery to the address of the Hirer or the HOC Representative respectively.

26. Entire Agreement

- 26.1 The following documents shall form the entire Agreement between both parties:
- a) Hire Agreement Summary Form;
 - b) Standard Conditions of Hire for Functions and Events;
 - c) Agreed and signed Event Instruction Sheet;
 - d) Any other agreed and signed documents relating to the Hire Period, Additional Conditions of Use or other matters relating to the Hire of the Venue and expressed to be incorporated in the Agreement.

27. Confidentiality

- 27.1 The Hirer acknowledges that the House of Commons is a public authority for the purposes of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs") and as such has statutory duties to disclose certain information held by it, if such information is requested from it subject to the application of any exemptions contained in the FOIA and EIRs.
- 27.2 HOC has made a commitment to proactively publish information biannually about functions and events in HOC venues. The Hirer shall notify HOC in writing prior to provision of any information to HOC under the Hire Agreement, if any of that information is confidential or commercially sensitive providing reasons why the information is confidential or commercially sensitive and for how long it is likely to be so regarded. The Hirer shall also notify HOC if the information in its original form is to be returned to the Hirer at the end of the Term.
- 27.3 HOC cannot guarantee that information supplied to it will be considered confidential and provision of details of confidentiality and/or commercially sensitive information does not ensure that the information will not be disclosed in response to a request under FOIA or EIRs. However, in the event of a request being received by HOC in respect of the subject matter of the Hire Agreement, HOC shall examine the information provided by the Hirer in light of the exemptions available to it prior to making a decision whether or not the information is to be disclosed.

28. General

- 28.1 No variation to the Agreement shall be effective unless agreed in writing and signed on behalf of HOC and the Hirer.
- 28.2 These Conditions of Hire shall prevail over any conditions offered by the Hirer.
- 28.3 If the expression the Hirer includes more than one person those persons shall be jointly and severally liable under these Conditions of Hire.
- 28.4 This Agreement shall be governed in all respects by English law and any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of England and Wales.