

Standard conditions of hire

(2009 edition)

1. Definitions

In these conditions:

“the Agency”

means the Secretary of State acting through The Queen Elizabeth II Conference Centre or any authorised officer of that agency.

“the Centre”

means The Queen Elizabeth II Conference Centre and includes the building and the land surrounding it.

“the Deposit”

means the deposit, if any, specified in the Hire agreement and payable by the Hirer to the Agency.

“the Event”

means the event specified in the Hire Agreement.

“the Forecourt”

means the paved area situated in front of the main entrance and to the east of the building.

“the Green”

means the grassed area situated in front of the main entrance to the Centre.

“the Hire Agreement”

means the agreement made between the Hirer and the Agency for the hire of the Rooms and the provision of services.

“the Hire Charge”

means the amount payable under the Hire Agreement for the hire of the Rooms.

“the Hire Period”

means the period so specified as such in the Hire Agreement.

“the Hirer”

means the party entering into the Hire Agreement with the Agency.

“the Production Company”

means an organisation contracted to prepare a room for a meeting, including the provision of audio-visual services and the construction of stage sets and other works.

“the Rooms”

means those Rooms and other parts of the Centre which are the subject of the Hire Agreement.

“the Services”

means any service or facility (other than the hire of the Rooms) which the Agency agrees to provide.

2. Licence and Sub-Licence

(i) The Agency licences the Hirer, subject to these Conditions, to use the Rooms for the Hire Period for the sole purpose of holding the Event and agrees to provide the Hirer with the Services.

(ii) The Hirer shall not assign the benefit of the Hire Agreement nor sub-licence any right or benefit under it without the written consent of the Agency.

(iii) Any sub-licence shall bind the sub- licensee to observe and perform the terms of the Hire Agreement so far as they are capable of applying to the sub-licence.

3. Payment and Interest

(i) A charge shall be paid by the Hirer within 30 days of the submission of an invoice by the Agency for that charge unless specified otherwise in the Hire Agreement.

(ii) The currency of the Hire Agreement is pounds sterling. Payments in other currencies shall be converted into pounds sterling on the date when payment is received and credit given against the sterling amount payable.

(iii) Cheques, drafts or other payment instructions shall be drawn on a bank trading in the United Kingdom.

(iv) Any charge not paid by the due date will be subject to both interest and a compensation payment at the rates provided in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

4. Compliance with Statutes

The Hirer shall ensure that all legislation relating to the use of the Centre for the Event, and any duty to obtain any licence or approval from any person or authority, is complied with.

5. Early Admission to the Rooms

The Agency may at its sole discretion allow the Hirer or any servant, agent or contractor of the Hirer to use the Rooms before commencement of the Hire Period. In such circumstances the Hire Period shall be deemed to have commenced at the time of admission to the Rooms and these conditions of hire are effective from the time of admission.

6. Maximum Capacity

(i) The Hirer shall not permit more than the maximum number of people notified to him by the Agency to be in any room at any time.

(ii) If the Hirer wishes to vary the seating arrangements for a room, the Agency may agree to vary the maximum permitted number of people for that room.

(iii) The Agency shall have the right to require people in excess of the maximum permitted number to leave either the room or, at his sole discretion, the Centre.

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7. Facilities Provided

(i) The Agency will provide the Rooms with adequate heating, lighting and ventilation.

Heating, lighting and electric power

(ii) The Hirer may:

- (a) use such electrical and other equipment, and
- (b) take such amounts of electricity (from the outlets installed for that purpose), as the Hirer may reasonably require for the purpose of the Event, on such terms and conditions (including terms as to payment) as the Agency may determine.

Seating arrangements

(iii) Furniture and seating will be arranged by agreement between the Hirer and the Agency. Details of the Hirer's seating proposals should be submitted to the Agency as soon as practicable, and in any event not later than 30 days before the start of the Hire Period.

Operation of equipment

(iv) The Agency will supply staff to operate equipment, including simultaneous interpretation facilities, where it has contracted to do so. Interpreters are not included with simultaneous interpretation facilities but they can be supplied by arrangement.

8. Programme Details

(i) The Hirer shall provide to the Agency no later than 30 days before the beginning of the Hire Period a full programme of the Event, including all details material to the provision of Services by the Agency under the Hire Agreement.

(ii) The Hirer shall bring to the attention of the Agency no later than 30 days before the beginning of the Hire Period any activity planned for the Event that might cause a nuisance to or have an adverse impact on other users of the Centre.

(iii) The Centre reserves the right to limit activity which may have an adverse impact on other users of the Centre.

9. Exhibitions and Materials

(i) Where any part of the Rooms is to be used for an exhibition or display, the Hirer shall submit to the Agency no later than 30 days before the beginning of the Hire Period a scale plan showing the proposed dimensions and position within the Rooms of the exhibition or display. The Hirer shall be required to revise the plan in accordance with the Agency's instructions if the Agency determines that the proposed layout poses a risk to the health and safety of the occupants of the Centre.

(ii) The approval of the Agency does not imply that the Agency has checked that the scale plan is to scale or is drawn up correctly. The Hirer is responsible for ensuring that the correct measurements are used in drawing up the plan.

(iii) The exhibition or display shall not be erected until the scale plan has been approved by the Agency. The Hirer shall then ensure that the exhibition or display conforms at all times to the position and dimensions on the approved plan.

(iv) Where exhibition material is imported, the Hirer is responsible for any liability to duty and VAT arising from unauthorised use of the Agency's VAT number.

10. Films, Photography, Video/Audio

(i) No video/audio recording of any type nor photography of the Centre may be made or taken without the written permission of the Agency.

(ii) No later than 30 days before the beginning of the Hire Period, the Hirer shall inform the Agency in writing of the title and content of any films or videotapes which are to be shown in the Centre.

(iii) The Agency reserves the right to prohibit, at any time, whether before or after the Hire Period has started, the showing of any film or videotape or the display of any photograph in the Centre.

11. Advertising

If the Agency so requires, the Hirer shall submit to him a draft of any written material, or a copy of any photograph, drawing or diagram, relating to the Event or the Centre which the Hirer proposes to distribute or publish, and the Hirer shall comply with such requirements relating to their form, content, publication or distribution as the Agency may reasonably impose.

12. Safekeeping of Equipment

(i) The Hirer is responsible for the safekeeping of equipment brought into the Centre by the Hirer or his agent. To assist in the discharge of this responsibility the Agency will provide a lockable room accessible only to the Hirer.

(ii) Where equipment has been hired from the Agency together with a technician to operate it, responsibility for its safekeeping remains with the Agency.

(iii) Except for items covered by paragraph (ii) of this condition the Hirer will be liable for the loss of or damage to any equipment hired from the Agency during the Hire Period and for any Agency equipment left in the care of the Hirer or his agent.

13. Health and Safety

(i) The Hirer and his servants or agents shall comply in all respects with the Health and Safety at Work Act 1974 and all subsequent related legislation and regulations and comply with the Agency's Health and Safety policy, a copy of which will be provided to the Hirer.

(ii) Where a Production Company is contracted to prepare a room, the Hirer shall ensure that the Production Company provides to the Agency thirty days before the start of the Hire Period a copy of its Health and Safety policy and copies of Method Statements and Risk Assessments for the work to be done.

(iii) The venue reserves the right to immediately stop any activity that it considers to be unsafe and impose conditions under which any activity may be allowed to continue.

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14. Hazardous Substances

(i) The Hirer shall ensure that no hazardous substance, article or equipment is brought into the Centre in connection with the Event.

(ii) If, in the opinion of the Agency, the Hirer or any other person proposes to bring or has brought into the Centre in connection with the Event any substance, article or item of equipment that might potentially be hazardous, the Hirer shall ensure that any requirements the Agency may impose in relation to the transportation, storage, protection, use or other dealing with that substance, article or item of equipment are complied with.

(iii) In this condition, a substance or article or an item of equipment is "Hazardous" if, in the opinion of the Agency, it may create a risk of fire, explosion or the release of noxious gases, or may soil or cause damage to the Centre or its contents, or may create any risk to the health and safety of occupants of the Centre.

15. Equipment containing a radioactive source

(i) The Hirer must obtain the written permission of the Agency to bring into the Centre any equipment containing a radioactive source, e.g. an X-Ray machine.

(ii) Such equipment must comply with all statutes and regulations governing equipment containing a radioactive source.

(iii) After the equipment is installed in the Centre the Hirer must obtain from a recognised authority certification that the equipment meets the safety standards specified by legislation and provide a copy of the certificate to the Agency.

16. Electrical Equipment and Installations

(i) The Hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of the Centre.

(ii) The Agency may, at its sole discretion, require that any electrical equipment shall not be used, and, if the Agency thinks fit, may require such equipment to be removed from the Centre.

(iii) All temporary electrical installations are to be provided by approved electrical contractors and comply with the requirements of the current edition of IEE "Regulations for Electrical Installations".

17. Radio transmitting equipment

The Agency reserves the right to prohibit the use of radio transmitting equipment, including portable telephone/faxes. All such equipment must be approved prior to use in the Centre by the Agency.

18. Care of the Centre

(i) The Hirer shall use the Centre so that it is at all times maintained in a clean, tidy and safe condition.

(ii) The Hirer shall ensure that no person:

- (a) fixes anything to the structure or contents of the Centre;
- (b) marks, soils or damages the structure or contents of the Centre;
- (c) paints or constructs (save by way of approved prefabricated components) any object or structure inside the Centre;
- (d) leaves anything in, or in any way obstructs, an emergency exit or emergency stairwell, or obstructs any notice of any emergency exit.

19. Cleaning of the Centre

(i) The Hirer shall not later than the end of the Hire Period ensure that the Rooms are clean, undamaged and free from rubbish and remove from the Centre any item which has been brought into the Centre in connection with the Event, other than items brought in by the Agency.

(ii) If, in the opinion of the Agency, the Hirer has failed to comply with paragraph (i) of this condition, the Agency may, at the Hirer's expense, do all that is necessary to ensure compliance.

20. Disposal of Articles left in the Centre

(i) The Agency shall have the right to remove and discard anything left in the Centre after the Hire Period has ended. The Agency may at its sole discretion store at the Hirer's risk any item that appears to be valuable.

(ii) The Hirer shall be liable to pay the Agency's reasonable charges (which shall be deemed to be charges payable under the Hire Agreement) for:

(a) doing whatever is necessary to ensure compliance with paragraph (i) of condition 19;

(b) storing anything in accordance with paragraph (i) of this condition.

(iii) If the Hirer fails to pay the amounts which it is liable to pay under paragraph (ii) of this condition within 30 days of an invoice for those amounts being submitted, the Agency may sell any stored article and set off the proceeds of sale against any sum due to the Agency under the Hire Agreement.

(iv) For the avoidance of doubt, it is hereby declared that the right of set off under paragraph (iii) of this condition is without prejudice to any other right of set off exercisable by the Agency whether in right of the Crown or otherwise.

21. Failure of Hirer to Vacate after the Hire Period

If the Hirer, or any servant, agent or contractor of his, fails to vacate the Rooms by the end of the Hire Period or to remove from the Centre any thing brought into the Centre for the purposes of, or in connection with the Event, the Hirer shall be liable to pay the Agency on demand:

- (a) without prejudice to the costs recoverable under conditions 19 and 20, any costs incurred by the Agency as a result of that failure; and
- (b) the amount of any losses recovered from the Agency as a result of claims against the Agency by any other person delayed in, or prevented from, obtaining access to the Rooms or the Centre for a subsequent event.

22. Refreshments

The Hirer shall not, and shall ensure that persons entering the Centre in connection with the Event do not, bring into the Centre any food, liquor or other refreshments.

23. Soliciting Money

The Hirer shall ensure that no person using the Centre is solicited for money, whether for charitable or any other purpose, without the written consent of the Agency.

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24. Security Badges

- (i) The Agency reserves the right to request any person within the Centre to produce acceptable proof of identity.
- (ii) The Agency requires that any person within the Centre will wear a security badge issued either by the Agency, or by the Hirer after the Agency approval.
- (iii) The Agency reserves the right to refuse to issue, or approve the issue of, a security badge to any person, and withdraw any security badge already issued.

25. Security Procedures

- (i) Notwithstanding any provision contained elsewhere in these conditions, the entry of any person or any thing in to the Centre is conditional upon that person or thing complying with such security procedures as may at any time be in force.
- (ii) Without prejudice to the generality of paragraph (i), the Agency may require any person or thing to be searched, and may require any container or item of equipment to be opened for inspection.
- (iii) The Agency may suspend the Hirer's use of the Green and/or Forecourt at any time and for any period if the Agency decides in its absolute discretion that this is necessary in the interests of security. If such action is considered necessary, the Agency will refund only the hire charge made for the Green and/or Forecourt. The Agency will not be held responsible for any other costs incurred by the Hirer.

26. Right to Eject

Notwithstanding any provision contained elsewhere in these conditions, the Agency reserves the right, in its sole discretion, to:

- (a) require a person, whether or not a security badge has been issued to that person, to leave the Centre or any part of the Centre;
- (b) refuse to permit any thing to be brought into, or require any thing to be removed from, the Centre or any part of the Centre.

27. Right of Entry

The Agency reserves the right to enter any part of the Rooms at any time during the Hire Period.

28. Termination by the Hirer

- (i) In the unfortunate circumstances that the Hirer has to cancel the booking the Hire Agreement will be cancelled and the Hirer shall be liable at the date of termination to pay to the Agency a Cancellation Charge as determined below.
 - (a) If the date of termination precedes the date of the Event by fifteen months or more the Cancellation Charge is ten per cent of the Hire Charge and the Hirer has no further financial interest in the Rooms.
 - (b) If the date of termination precedes the date of the Event by less than fifteen months and not less than nine months the Cancellation Charge is fifty per cent of the Hire Charge. The Agency shall use its best endeavours on behalf of the Hirer to re-license the Rooms and shall refund to the Hirer a sum equal to forty per cent of the hire charges arising from such re-licensing.
 - (c) If the date of termination precedes the date of the Event by less than nine months the Cancellation Charge is ninety per cent of the Hire Charge. The Agency shall use its best endeavours on behalf of the Hirer to re-license the Rooms and shall refund to the Hirer a sum equal to eighty per cent of the hire charges arising from such re-licensing.
- (ii) Any payments received on account of the Hire Charge shall be offset against the Cancellation Charge.
- (iii) If the Hirer for any reason terminates the Hire Agreement the Hirer shall be liable at the date of termination to reimburse the Agency for any costs incurred on behalf of the Hirer in connection with the Hire Agreement or Event.

29. Termination by the Agency for Breach or Anticipated Breach

- (i) If the Hirer, his servants, agents or licensees or invitees or any person using the Centre in connection with the Hire Agreement or the Event breaches or fails to observe or perform any of the Conditions, or if the Hirer fails to secure their observance or performance or if it appears to the Agency that:
 - (a) the Hirer intends to use the Centre for any purpose other than the Event specified in the Hire Agreement; or
 - (b) the Event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Centre or its contents; or
 - (c) the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place in a building under the control of the Agency, then the Agency may, without prejudice to any accrued rights against the Hirer, forthwith and without notice terminate the Hire Agreement.
- (ii) The Hirer shall, immediately on such termination, vacate the Centre and cause all persons and things which it has caused to be in the Centre in connection with the Event to leave or be removed.
- (iii) The Agency shall be entitled to retain all sums paid under the Hire Agreement, and the Hirer shall be liable to pay forthwith the balance of any charges payable under or in connection with the Hire Agreement and these Conditions, and any costs incurred by the Agency, or for which the Agency may become liable in connection with the Event.
- (iv) The Hirer shall have no claims against the Agency for any loss or damage he may sustain or have sustained nor for any liability he may incur or have incurred in consequence of such termination by the Agency.

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30. Termination by the Agency on Insolvency or Winding Up

- (i) The Agency may, without prejudice to any accrued rights against the Hirer, by notice terminate the Hire Agreement if:
- (a) the Hirer is a company, and the company passes a resolution or the court makes an order that it should be wound up or that an administrator be appointed, or if the Hirer makes an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order; or
 - (b) the Hirer being an individual at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so; or
 - (c) the Hirer is partnership and any partner thereof at any time becomes bankrupt, or has a receiving order made against him, or makes any composition or arrangement with or for the benefit of his creditors, or purports to do so.
- (ii) In the event of such termination the Agency shall be entitled to retain any Deposit or sum of money that has been paid, and the Hirer, his trustees in bankruptcy, receiver, liquidator or administrator shall have no claim against the Agency in respect of such termination, nor for any liability, damage or loss the Hirer has sustained or may sustain in consequence of such termination.

31. Force Majeure

- (i) The Agency shall not be liable for any loss or damage caused by any interruption in or failure to provide any staff, Services or Rooms where such failure is due to causes beyond the control of the Agency.
- (ii) If the Agency, by reason of circumstances beyond its control, fails to provide the Rooms or a material part of the Rooms ready for use at the beginning of the Hire Period then (unless the parties otherwise agree) the Hire Agreement will terminate forthwith. The Agency will be under no liability whatsoever to the Hirer or any sub-licensee for any loss or damage which they may sustain in consequence of such termination.
- (iii) If the Hire Agreement terminates under this condition, the Hirer shall be repaid all sums paid under the Hire Agreement, subject to the deduction of an amount equal to the sum of the costs incurred by Agency up to the date of termination, and that part of the Hire Charge attributable to that part of the Hire Period which has elapsed prior to such termination.
- (iv) In this condition “causes beyond its control” includes, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, strike, lockout, labour difficulties, war, shortage of materials, interruption of transport, water, electricity, gas or other services, and the need to execute urgent repairs to the Centre.

32. Hirer’s Liability

- (i) The Hirer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc is caused by the negligence of the Agency, its servants or agents.
- (ii) The phrase “servants or agents” mentioned in paragraph (i) shall not include any person authorised by the Agency to provide a catering service at the Centre.
- (iii) The Hirer indemnifies the Agency against any claim brought against the Agency in relation to any of the matters referred to in paragraph (i).

33. Insurance

- (i) The Hirer shall take out before the event and maintain during the Hire Period insurance in respect of his liabilities under condition 32.
- (a) with an insurer approved by the Agency and
 - (b) of an amount not less than two million pounds sterling.
- (ii) The Hirer shall, at the request of the Agency, produce before the Event a certificate of insurance for inspection by the Agency.

34. Notices

- (i) Any notice or communications to be given to the Hirer may be sent by post to the address of the Hirer (or where the Hirer is contracting through an agent, the address of that agent) appearing in the Hire Agreement or such other address of which the Hirer or that agent may have given the Agency written notice.
- (ii) If any notice or communication is sent by post that notice or communication shall be deemed to have been received on the date when, in the ordinary course of the post, it would have been delivered.

35. Variation

- (i) The Hire Agreement contains or refers to all the terms of the agreement made between the parties and those terms shall not be varied or added to except by a written agreement signed by the parties.
- (ii) No statement in any pamphlet or brochure issued by the Agency constitutes a term of the Hire Agreement, nor a representation in reliance upon which the Hire Agreement has been entered into.

36. Joint and Several Liability

If the expression “the Hirer” includes more than one person those persons shall be jointly and severally liable under the terms of the Hire Agreement.

37. Marginal Notes

The marginal notes in these conditions shall not affect their construction or interpretation.

38. English Law

The proper law of the Hire Agreement shall be English Law and the Hire Agreement shall be deemed to have been made in England.

39. Contract

These Standard Conditions of Hire form part of the Hire Agreement. If anything in these Standard Conditions of Hire contradicts the Hire Agreement, the Hire Agreement shall prevail.