# Conditions of Hire


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## 1. Definitions

| Definition | Explanation |
|---|---|
| “AV Package” | means a package outlining the audio-visual requirements, including (without limitation) lighting, sound, microphones, and related equipment. |
| “Cancellation Charge” | means any charge payable by the Hirer to the QEII Centre pursuant to Condition 34 (Financial Cancellation Terms) as a result of the cancellation of the Event or reduction of the Hire Period. |
| "Centre" | means the building and the land surrounding The Queen Elizabeth II Centre. |
| “Charge” | means any charge payable by the Hirer pursuant to or in connection with the Hire Agreement, which shall include but may not be limited to the Hire Charge and the Services Charge. |
| "Conditions" | means these Conditions of Hire. |
| “Data Protection Legislation” | means all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). |
| “Deposit” | means the deposit, if any, specified in the Hire Agreement and payable by the Hirer to the QEII Centre. |
| “Event” | means the event specified in the Hire Agreement. |
| “Event Handbook” | means the document titled ‘Event Handbook’, as updated from time to time. |
| “Event Manager” | means the person appointed by the QEII Centre as the event manager for the purposes of the Event. |
| “External AV Fee” | has the meaning given to that term in Condition 13(iii). |
| “Forecourt” | means the paved area situated in front of the main entrance and to the east of the building. |
| “General Data Protection Regulations” or “GDPR” | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018. |
| “Hire Agreement” | means the agreement incorporating these Conditions made between the Hirer and the QEII Centre for the hire of the Rooms and the provision of the Services, as may be varied from time to time in writing by the parties. |
| “Hire Charge” | means the amount payable under the Hire Agreement for the hire of the Rooms, as specified in paragraph 4 of the Hire Agreement. |
| “Hire Period” | means, in respect of each Room, the period so specified as such in the Hire Agreement, or such other period that the parties agree in writing. |
| “Hirer” | means the party entering into the Hire Agreement with the QEII Centre. |
| “Law” | means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Hirer is bound to comply. |
| “Production Company” | means an organisation contracted to prepare a room for a meeting, including but not limited to the provision of audio-visual services and the construction of stage sets and other works. |

| Definition | Explanation |
|---|---|
| "QEII Centre" | means the Secretary of State acting through the Queen Elizabeth II Centre or any authorised officer of the Queen Elizabeth II Centre. |
| "QEII Lawn" | means the grassed area situated in front of the main entrance to the Centre. |
| "QEII Live" | means the in-house audio-visual technical support and services which can be purchased as a separate package in addition to event space. |
| "Rooms" | means those rooms and other parts of the Centre which are the subject of the Hire Agreement. |
| "Security Risk Assessment" or "SRA" | means a security risk assessment as set out in and pursuant to the Event Handbook. |
| "Services Charge" | means the charges payable for the provision of the Services, as may be varied in accordance with these Conditions. |
| "Services" | means any service or facility (other than the hire of the Rooms) which the QEII Centre agrees to provide, as may be varied by the parties in accordance with these Conditions. |
| "Total Charge" | means the aggregate of the Hire Charge and Services Charge. |
| "Working Day" | means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |

## 2. Licence and sub-licence

(i) The QEII Centre licences the Hirer, subject to the Hire Agreement, to use the Rooms for the Hire Period for the sole purpose of holding the Event.

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

(iii) Any sub-licence shall bind the sub-licensee to observe and perform the terms of the Hire Agreement as far as it is capable of applying to the sub-licence. The Hirer shall be responsible for the conduct of its staff, employees, agents or licensees or invitees or any person using the Centre in connection with the Hire Agreement or the Event and shall be liable for any breach of the Hire Agreement as if it were a breach by the Hirer.

## 3. Payment and Interest

(i) Charges shall be paid by the Hirer within fourteen (14) days of the submission of an invoice by the QEII Centre in respect of the relevant Charge unless specified otherwise in the Hire Agreement.

(ii) Payments in respect of all Charges payable pursuant to the Hire Agreement shall be made in pounds Sterling (£). If the Hirer makes any payments pursuant to the Hire Agreement in any currency other than pounds Sterling, such amounts shall be held by the QEII Centre and converted into pounds Sterling on the date on which payment in respect of the relevant Charge is due to the QEII Centre. Following such conversion, if between the pounds Sterling value of the converted amount and the pounds Sterling value of the relevant Charge payable by the Hirer to the QEII Centre:

a. there is a shortfall, the Hirer shall pay to the QEII Centre the pounds Sterling value of such shortfall as soon as reasonably practicable; and

b. there is a surplus, the QEII Centre shall be entitled to retain such surplus.

(iii) Any cheques, drafts, or other payment instructions drawn by the Hirer pursuant to the Hire Agreement shall be done so on or from 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. Room Hire Payment Terms:

(i) The Hirer shall pay the Hire Charge to the QEII Centre in the following proportions at the following times:

a. 30% Deposit: Required to be paid within fourteen (14) days of the submission of the invoice issued by the QEII Centre upon or shortly after execution of the Hire Agreement.

b. 30% Payment: Required to be paid not later than the date falling three (3) months prior to the first day of the Event.

c. 40% Payment: Required to be paid not later than the date falling one (1) month prior to the first day of the Event.

Should any special payment terms be agreed in writing between the QEII Centre and the Hirer, such special payment terms shall be specified in the Hire Agreement and will take precedence over the payment terms set out in these Conditions if and to the extent that they conflict with such special payment terms.

## 5. Audio Visual Services Payment Terms

(i) Where an AV Package is required by the Hirer, any contract in respect of such AV Package must be agreed by the date falling two (2) weeks prior to the date of the Event. If such contract is not agreed by this date, the quotation most recently provided by the QEII Centre will remain valid.

(ii) Full payment for any AV services agreed pursuant to a contract for an AV Package is required to be made by the Hirer to the QEII Centre by the date falling one (1) week prior to the date of the Event.

## 6. Compliance with Law

(i) The Hirer shall ensure that all Law 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.

(ii) All references to statutes, statutory instruments, regulations, rules, or guidance in the Hire Agreement shall include any amendment, extension, consolidation, or replacement thereof.

## 7. Early Admission to the Rooms

(i) The QEII Centre may at its sole discretion allow the Hirer or any staff, 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 be extended such that it commences at the revised time of admission to the Rooms.

(ii) If the Hirer or any of its staff, agents or contractors are granted access to the Rooms prior to commencement of the Hire Period pursuant to Condition 7(i), such access may incur an hourly charge in addition to the Hire Charge, payable by the Hirer. Any such additional access and the applicable hourly rates shall be agreed between the QEII Centre and the Hirer in writing, in advance where possible. The QEII Centre's ability to provide earlier access to the Rooms is subject to availability.

## 8. The Services

(i) The QEII Centre shall provide the Services, if any, as set out in the Hire Agreement or any subsequent amendment to the Hire Agreement as applicable.

(ii) The Hirer shall pay the Services Charge in accordance with Condition 3.

(iii) The Hirer and the QEII Centre may agree in writing to vary the Services and Services Charge by addition, omission, or alteration.

## 9. Maximum Capacity

(i) Occupancy Limit: The Hirer shall ensure that the maximum occupancy limit for any designated room or floor (if the client occupies the whole floor) within the Centre - as communicated by the QEII Centre - is not exceeded during the Hire Period. This limit is determined to ensure safety and compliance with fire and safety regulations.

(ii) Confirmation of Delegate Numbers: The Hirer is required to confirm the final number of event delegates at least 30 days prior to the scheduled event date. This confirmation ensures the Event remains within the room or floor (as applicable) capacity specified by the QEII Centre and facilitates appropriate planning and accommodations.

(iii) The Hirer shall also ensure its public liability insurance adequately caters for the number of delegates attending the Event.

(iv) Adjustments to Seating or Room Arrangements: Should the Hirer desire to modify the seating or room configurations of the Rooms, the QEII Centre reserves the right to adjust the maximum occupancy limit accordingly. Such adjustments to any maximum occupancy limit are at the QEII Centre's discretion and depend on the feasibility of the proposed changes while maintaining safety and comfort standards. Adjustments to the seating or other configuration required by the Hirer to be carried out by the QEII Centre on any day falling within the Hire Period may be subject to extra charges.

## 10. Exceeding Capacity

(i) Immediate Notification: In instances where there is a possibility of exceeding the specified maximum occupancy limit, the Hirer must promptly contact the QEII Centre to discuss alternative arrangements. The QEII Centre will evaluate the situation to determine the best course of action, which may include adjusting accommodations or revising event plans. The Hirer warrants that attendance at the Event shall not exceed the maximum capacity of the Rooms.

(ii) Discretion of the QEII Centre: The QEII Centre retains the authority to require the number of individuals (includes delegates and Hirer staff/volunteers) attending the Event to be limited to avoid the maximum capacity being reached. In the event that the number of individuals exceeds the applicable capacity limit, the QEII Centre may require such individuals to vacate the Rooms or, depending on the circumstances, the Centre. This measure is to ensure compliance with fire and safety regulations and the integrity of the Event.

(iii) Staffing Based on Attendance: The provision of security, cleaning, and porter services by the QEII Centre is predicated on the contracted number of delegates, amongst other criteria. Adjustments to staffing levels may be necessary to maintain a safe and orderly event environment in response to changes in attendee numbers. The Hirer acknowledges that any increase in the number of delegates resulting in the need for additional staffing will incur extra charges payable by the Hirer. The Hirer will be liable for such additional costs as are required to ensure that the Event can be conducted safely and in accordance with regulatory requirements.

## 11. Consequences of Non-Compliance:

(i) Event Cancellation: Failure to adhere to the confirmed delegate numbers or to notify the QEII Centre of any anticipated excess of delegates may lead to the cancellation of the Event. Such decisions are made at the discretion of the QEII Centre to ensure safety and regulatory compliance. The Hirer shall be liable for all costs incurred in connection with the cancellation of the Event pursuant to this Condition 11(i).

(ii) Additional Charges: The Hirer shall be liable for any additional charges incurred by the QEII Centre as a result of the Hirer's non-compliance with the Hire Agreement, especially if such non-compliance results in operational complications or necessitates unplanned adjustments to the Event, including but not limited to, additional staffing needs.

## 12. Room Hire Charges and Timing

(i) Contracted Timings: The Hire Charge outlined in the Hire Agreement is predicated on the contracted timings which includes the duration of the Event as agreed upon at the time of booking. These timings are essential for ensuring the efficient allocation and use of the QEII Centre's resources and the Rooms.

(ii) Additional Time for Setup or Breakdown: Recognising that certain events may require additional time for setup before or breakdown after the contracted timings of the Event, the QEII Centre offers an ability to book extra hours depending on availability. Should the Hirer require time beyond the Hire Period, an additional hourly charge will be payable by the Hirer. Such additional time shall be subject to agreement between the QEII Centre and the Hirer of the additional charges payable by the Hirer.

(iii) Advance Booking and Availability: Any request for additional time, other than a request for early admission, must be made in advance and is subject to availability. The QEII Centre aims to accommodate such requests wherever possible, but availability cannot be guaranteed.

(iv) Agreement and Charges: The Hirer agrees to inform the QEII Centre of any anticipated need for extra setup or breakdown time as soon as possible. The additional charges payable by the Hirer to the QEII Centre in respect of such extra setup or breakdown time will be clearly communicated and agreed upon between the QEII Centre and the Hirer before confirming an extension to the Hire Period. This ensures transparency and helps avoid any misunderstandings regarding event costs.

## 13. Audio-Visual (AV) and Event IT Equipment and Services

(i) AV Services: The QEII Centre has its own in-house AV specialist function, dedicated to meeting all audio-visual requirements. Opting for in-house AV services may ensure compatibility with the Centre's infrastructure and strict adherence to the QEII Centre's standards of quality and safety.

(ii) Use of External AV Providers: Whilst the QEII Centre encourages the use of its in-house AV services, it is understood that the Hirer may choose to engage an external AV company. If a client is using their own AV provider, then the QEII Centre shall provide the standard AV Safe System of Work (SSOW); Standard Operating Procedure (SOP) – or equivalent document – as instruction to the minimum standards and expectations for the client's AV Provider. The external AV provide must hold (and provides proof of) public liability insurance cover of at least ten million pounds Sterling (£10,000,000). The Hirer must notify the QEII Centre of their decision to use an external provider for the Event at the time of execution of the Hire Agreement. Additionally, the details of the external provider, including the aforementioned proof of insurance and compliance with the QEII Centre's standards for safety and infrastructure compatibility, must be provided to the QEII Centre for approval no later than thirty (30) days prior to the date of the Event.

(iii) External AV Fee: Should the Hirer opt to use an external AV provider, a buyout fee will be applied (the "External AV Fee"). The External AV Fee required in order to cover costs incurred by the QEII Centre as a result of the potential additional coordination, facility usage, and oversight required by the QEII Centre to ensure that the external equipment and services meet its standards and are compatible with its infrastructure. The External AV Fee shall be calculated at 15% of the total value of the contract, which includes (but may not be limited to) the Hire Charge and any Charges in relation to any AV Package. The amount of the External AV Fee and payment terms will be provided to the Hirer by the QEII Centre following notification by the Hirer to the QEII Centre of its intent to use an external AV provider.

(iv) Responsibility and Compliance: The Hirer is responsible for ensuring that the chosen external AV provider complies with all of the QEII Centre's requirements, including but not limited to safety, noise levels, and equipment setup and removal times. Failure to comply with these requirements may result in additional charges or restrictions on the use of external providers for future events. The external AV provider shall comply with the terms of the Hire Agreement and the QEII Centre's Control of Contractors Policy and Health and Safety Policy (to be provided by the QEII Centre once the external AV provider is appointed by the Hirer).

(v) The Hirer's attention is also directed to Condition 53 (Specific Terms and Conditions Relating to Audio Visual and Technology Services).

## 14. Facilities and Core Services

(i) The QEII Centre will provide the Rooms with heating, cooling, lighting, and ventilation adequate for the purposes of the Event.

(ii) The Hirer may, for the purpose of the Event:

a. use such electrical and other equipment; and

b. take such amounts of electricity (from the outlets installed for that purpose) as the QEII Centre may determine. The Hirer shall note that only 13-amp and 16-amp single phase supplies are available for use without charge. Supplies larger than this are chargeable at a rate specified by the QEII Centre.

(ii) Furniture, signage and seating will be arranged by agreement between the Hirer and the QEII Centre. Details of the Hirer's seating proposals should be submitted to the QEII Centre as soon as practicable, and in any event not later than thirty (30) days before the start of the Hire Period. Basic furniture (as may be notified by the QEII Centre to the Hirer on request) is included as part of the Hire Charge, but additional furniture, stands or signage is chargeable at rates specified by the QEII Centre.

(iii) The Services shall include (but may not be limited to) the following:

a. security (a fixed number of trained personnel to operate the front entrance; loading bay; control centre; roaming; and supervision). If the Hirer requests, or the Security Risk Assessment determines, extra staff or security requirements (for example external barriers) then these are chargeable as part of the Services.

b. cleaning of the Centre prior to the Event, a janitorial service during the Event and cleaning of the Centre after the Event. If the Hirer requests extra cleaners these are chargeable as part of the Services.

c. the business reception at the Centre shall be available during the core hours of 07:00-19:00 and during the Event start/finish period. If the business reception at the Centre is required to be open during the Event set-up period, this shall be chargeable as part of the Services.

d. porters shall set up the Event and be on hand for limited changes during the Event (both in scope and quantity). If such changes are deemed unreasonable in scope or quantity by the Event Manager or the QEII Centre (in its absolute discretion), these shall be chargeable as part of the Services.

e. cloakroom services, save that these services shall be charged as part of the Hire Charge, up to a maximum of four cloakroom attendants for an event (based on one cloakroom attendant per 500 delegates).

f. a maintenance contractor shall support the Event to resolve reactive issues and failures. If maintenance support is required outside of agreed set-up times and the Hire Period, such support shall be chargeable at rates to be specified by the QEII Centre; and

g. if any of the above services are required outside the Hire Period (which shall for the purposes of this provision include any agreed set-up periods) they shall be chargeable at rates to be specified by the QEII Centre.

## 15. Programme Details

(i) The Hirer shall provide to the QEII Centre a full programme of the Event as soon as practicable, and in any event not later than thirty (30) days before the beginning of the Hire Period. Any subsequent changes to the programme shall be notified to the QEII Centre within twenty-four (24) hours of being known. The programme shall be submitted in a format acceptable to the QEII Centre.

(ii) The Hirer shall bring to the attention of the QEII Centre as soon as practicable, and in any event not later than thirty (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, the public or neighbours.

## 16. 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 QEII Centre as soon as practicable, and in any event not later than thirty (30) days before the beginning of the Hire Period, (a) a scale plan showing the proposed dimensions and position within the Rooms of the exhibition and/or display (as applicable), and (b) a risk assessment method statement ("RAMS") in respect of the exhibition and/or display (as applicable). The Hirer shall be required to revise the scale plan in accordance with the QEII Centre's instructions if the QEII Centre determines that the proposed layout poses a risk to the health and safety of the occupants of the Centre. The Hirer shall bear any costs associated with the revision of the scale plan. The Hirer shall update the RAMS in accordance with any changes to the scale plan.

(ii) The approval by the QEII Centre of any scale plan submitted by the Hirer pursuant to Condition 16(i) does not imply or represent that the QEII Centre has checked that the Hirer's 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 any such scale plan. The QEII Centre Health and Safety Policy (available on the QEII Centre Event Organiser Information Downloads Page) has specific information on exhibition builds which the Hirer shall adhere to.

(iii) The exhibition or display shall not be erected until the Hirer's scale plan, and the risk assessment method statement has been approved by the QEII Centre. The Hirer shall then ensure that the exhibition or display conforms at all times to the position and dimensions on the approved plan. The QEII Centre reserves the right to halt or suspend set up of exhibitions if the RAMS or scale plan are not being complied with. Any charges connected with delays to exhibition set up as a result of such suspension shall be the borne by the Hirer.

(iv) Where exhibition material is brought in from outside the UK, the Hirer is responsible for any liability to customs or statutory duty as well as any VAT howsoever arising.

## 17. Films, Photographs, Videotapes

(i) The QEII Centre reserves the right to take and retain photographs of Rooms when QEII Live has provided the audio-visual equipment and associated services. Photographs may be used by the QEII Centre for internal and external purposes, which may include promotional purposes. If the Hirer does not consent to the use of any photographs of the Event for such purposes, the Hirer must notify the QEII Centre in writing to specify that photographs cannot be taken.

(ii) Written permission is required to allow the Hirer to produce film or videotapes or take photographs of the common areas of the QEII Centre.

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

(iv) The QEII Centre reserves the right (in its complete discretion) 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.

## 18. Advertising

(i) The Hirer may publish, promote, or advertise the Event with prior written consent of the QEII Centre. Such consent may include conditions and requirements relating to form and content of the advertising material, use of QEII Centre branding, and publication and/or distribution of the advertising material as the QEII Centre may reasonably impose.

## 19. Safekeeping of Equipment and Vehicles

(i) The Hirer is responsible for the safekeeping of equipment brought into the Centre by or on behalf of the Hirer. To assist in this responsibility, the QEII Centre will provide a lockable room accessible only to the Hirer. The QEII Centre shall not be held liable for any loss of or damage to equipment brought into the Centre by the Hirer whilst it is stored or used in the Centre.

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

(iii) Except for items of equipment covered by Condition 19(ii), the Hirer will be liable for any loss of or damage to any equipment hired from the QEII Centre during the Hire Period and for any QEII Centre equipment left in the care of the Hirer or its agents.

(iv) The QEII Centre shall not be liable for any damage howsoever caused to any vehicles (which shall include but may not be limited to bicycles, authorised cars, and delivery vehicles) whilst situated in the Centre (including but not limited to the Centre car park), except for damage caused by the gross negligence of the QEII Centre. eBikes and eScooters are prohibited from the Centre, including the car park and the cloakroom.

## 20. Health and Safety

(i) Definitions:

CDM – Construction Design and Management
PEEP – Personal Emergency Evacuation Plan
RAMS – Risk Assessment/Method Statement

(ii) The Hirer, including its staff, both temporary or permanent, and its agent, shall comply in all respects with the Health and Safety at Work Act 1974 and all subsequent related Law. The Hirer must comply with the QEII Centre's Health and Safety policy (available on the QEII Centre Event Organiser Information Downloads Page).

(iii) The QEII Centre has adopted the CDM Compliance for Events standard and this includes further information and guidance – including the QEII Health and Safety Policy.

(iv) Emergency procedures for fire evacuation, security incidents, floods etc., are available on the QEII Centre Event Organiser Information Downloads Page (the "Emergency Procedures"). The Hirer, its staff, agents and representatives shall comply with the Emergency Procedures at all times and follow all reasonable instructions from QEII Centre staff or security personnel during an emergency. The Hirer shall provide such PEEPs as are required pursuant to the Emergency Procedures, in a format specified by the QEII Centre for this purpose.

(v) Where a Production Company is contracted to prepare a Room, the Hirer shall ensure that the Production Company provides to the QEII Centre as soon as is practicable, and in any event not later than thirty (30) days before the beginning of the Hire Period, a copy of its health and safety policy and copies of its RAMS for the work to be done. Where such policies conflict with those of the QEII Centre, the Production Company will comply with the most stringent requirement (to be determined by the QEII Centre).

(vi) The Hirer shall, as soon as possible, notify the QEII Centre of any health and safety issues, hazards or risks that they become aware of.

(vii) The QEII Centre reserves the right to immediately stop any activity that it considers to be unsafe and impose conditions under which said activity can be allowed to continue.

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

## 21. 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 QEII Centre, the Hirer or any other person on behalf of the Hirer proposes to bring in, or has brought in, any substance, article or item of equipment that might potentially be hazardous, the Hirer shall ensure that any requirements the QEII Centre 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) For the purposes of this Condition 21 (Hazardous Substances), a substance or article or an item of equipment is hazardous if, in the opinion of the QEII Centre, it may create a risk of fire, explosion, 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. Regardless, all use and handling of hazardous substances shall be in accordance with the Control of Substances Hazardous to Health Regulations 2002 and any other applicable Law in respect of the regulation of hazardous substances.

## 22. Equipment Containing a Radioactive Source

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

(ii) Such equipment must comply with all Law governing equipment containing a radioactive source.

(iii) After any such equipment is installed in the Centre, the Hirer must obtain from a recognised authority certification that such equipment meets the safety standards specified by Law and provide a copy of the relevant certificate to the QEII Centre at least thirty (30) days before the Event.

## 23. 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 QEII Centre may, at its sole discretion, require that any electrical equipment shall not be used by the Hirer, and, if the QEII Centre thinks fit, may require such equipment to be removed from the Centre by the Hirer.

(iii) All temporary electrical installations and other electrical needs are to be provided by approved and fully qualified electricians and shall comply at a minimum with the requirements of the current edition of the Institution of Engineering and Technology Wiring Regulations (BS 7671) with all work carried out in accordance with the Health & Safety at Work Act 1974.

## 24. Radio Transmitting Equipment

(i) The QEII Centre reserves the right to prohibit the use of radio transmitting equipment in the Centre by the Hirer. All such radio transmitting equipment must be approved by the QEII Centre prior to use in the Centre by the Hirer.

## 25. Care of the Centre

(i) The Hirer shall ensure that the Rooms are maintained in a clean, tidy and safe condition throughout the Hire Period.

(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 unless approved by the QEII Centre in writing in advance.

c. paints or constructs (save by way of QEII Centre-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.

(iii) Failure to observe this Condition 25 (Care of the Centre) may result in the Hirer being liable for the costs of any remedial and damage repair work required as a result of such failure.

## 26. Cleaning of the Hired Space

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

(ii) If, in the opinion of the QEII Centre, the Hirer has failed to comply with this Condition 26 (Cleaning of the Hired Space), the QEII Centre may, at the Hirer's expense, do all that is necessary to ensure compliance. The Hirer shall pay to the QEII Centre the reasonable costs incurred by the QEII Centre of any such remediation required if Condition 26 (Cleaning of the Hired Space) is not met.

(iii) The Hirer is responsible for the clearance of its own rubbish, surplus and other waste materials from the Centre before the end of the Hire Period. If the Hirer fails to do so, such clearance shall be undertaken by the QEII Centre, and the Hirer shall pay to the QEII Centre a charge of five hundred pounds Sterling (£500) per skip hired (or part thereof) for rubbish, surplus and waste materials exceeding two cubic metres that is removed by the QEII Centre pursuant to this condition.

## 27. Disposal of Articles Left in the Centre

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

(ii) The Hirer shall be liable to pay the QEII Centre'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 the relevant conditions in this Hire Agreement.

b. storing anything in accordance with Condition 27(i).

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

(iv) For the avoidance of doubt, it is hereby declared that the right of set off under the Hire Agreement is without prejudice to any other right of set off exercisable by the QEII Centre whether in right of the Crown or otherwise.

## 28. Catering

(i) The Hirer shall not and shall ensure that delegates and staff do not bring into the Centre any food, liquor other refreshments purchased outside of the Centre. All catering for the Event should be supplied by the nominated in-house caterer for the QEII Centre, QEII Taste.

## 29. Soliciting Money

(i) The Hirer shall ensure that no sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place in the Centre without the prior written consent of the QEII Centre. If such consent is granted, it shall be the obligation of the Hirer to obtain any licences and permissions required under the Gambling Act 2005 or any other applicable Law.

(ii) No cash donations or active fundraising such as charity auctions are permitted without the prior written consent of the QEII Centre.

## 30. Security Badges

(i) The QEII Centre reserves the right to require any person within the Centre to produce acceptable proof of identity. This will typically be proof of identity (e.g. driving licence) or proof of the right to be at the Event (e.g. email or physical invite from or on behalf of the Hirer).

(ii) The QEII Centre requires that any person within the Centre will wear a security badge issued either by the QEII Centre, or by the Hirer (subject to QEII Centre approval). The QEII Centre reserves the right to (a) refuse to issue, or approve the issue of, a security badge to any person, and (b) withdraw any security badge already issued.

## 31. Security and Stewarding Procedures

(i) Notwithstanding any provision contained elsewhere in these Conditions, the admission of any person or object into the Centre is conditional upon that person or object complying with such security procedures as may, at any time, be in force.

(ii) Without prejudice to the generality of these Conditions, the QEII Centre may require any person and/or thing to be searched and may require any container or item of equipment to be opened for inspection.

(iii) The QEII Centre may suspend or otherwise restrict the Hirer's use of all or any part of the Centre, including the Rooms, at any time and for any period if the QEII Centre decides, in its absolute discretion, that it is necessary in the interests of security. If such action is considered necessary, the QEII Centre will refund the relevant proportion of the Hire Charge in respect of the part of the Centre to which access has been suspended or restricted. The QEII Centre will not be held responsible for any other costs incurred by the Hirer as a result of the QEII Centre suspending or restricting access to the Centre pursuant to this Condition 31 (Security and Stewarding Procedures).

(iv) If the event meets the qualifying criteria for a Security Risk Assessment (an "SRA") as set out in the Event Handbook, the Hirer shall comply with the preparation of said SRA and adhere to the resulting requirements in accordance with the Event Handbook. This may include extra security charges payable by the Hirer to the QEII Centre, to be agreed at the time of completion of the SRA.

(v) The Hirer must use the QEII Centre's in-house security team, the only exception being close protection officers for VIPs or select politicians/business leaders, which may be directly sourced by the Hirer. The Hirer shall notify the QEII Centre of any VIPs expected to attend the Event at least one (1) week prior to the Event, in accordance with the Event Handbook.

(vi) If the Hirer provides stewards, for directing delegates and other such duties, then the stewards must:

a. receive a fire safety briefing before the commencement of the Event, such briefing to be provided by the QEII Centre; and

b. follow all reasonable requests and commands from QEII's in-house security team, Event Manager or the QEII Centre.

## 32. Right to Eject

(i) Notwithstanding any provision contained elsewhere in these Conditions, the QEII Centre reserves the right, at its sole discretion, to:

a. require a person to leave the Centre or any part of the Centre, even if a security badge has been issued to that person; and/or

b. refuse to permit anything to be brought into, or require anything to be removed from, the Centre or any part of the Centre.

## 33. Right of Entry

(i) The QEII Centre reserves the right to enter any part of the Rooms at any time during the Hire Period.

(ii) The QEII Centre further reserves the right of access to the Rooms during the Hire Period to show potential new hirers the Centre. These visits will only be conducted in the Rooms when not in use by the Hirer. The QEII Centre will use reasonable endeavours to prevent any competitors to the Hirer from visiting the Centre during the Event. Should such access be required in respect of a competitor of the Hirer, the Centre will notify the Hirer at least seven (7) days prior to such visit taking place during the Event.

## 34. Financial Cancellation Terms

(i) The Hirer shall give the QEII Centre notice if it intends to cancel the Event or reduce the Hire Period.

a. If the Hirer notifies the QEII Centre of the cancellation of the Event, this Hire Agreement will be terminated on the date at which the Hirer notifies the QEII Centre of such termination, and the Hirer shall be liable at the date of termination to pay to the QEII Centre a Cancellation Charge of such value as set out in the table below.

b. If the Hirer notifies the QEII Centre of a reduction to the Hire Period, the Hire Agreement will be deemed to be amended to reflect such reduction of the Hire Period on the date at which the Hirer notifies the QEII Centre of such reduction, and the Hirer shall be liable at the date of the deemed amendment to pay to the QEII Centre a Cancellation Charge of such value as set out in the table below:

| Date of notice of cancellation of the Event or reduction of Hire Period (as applicable) | Cancellation Charge |
|---|---|
| Exactly or more than fifteen (15) months before the Event start date | 10% of the proportion of the Hire Charge relating to the Rooms that are the subject of the cancellation or reduction of the Hire Period (as applicable) |
| Exactly or more than nine (9) months but less than fifteen (15) months before the Event start date | 50% of the proportion of the Hire Charge relating to the Rooms that are the subject of the cancellation or reduction of the Hire Period (as applicable) |
| Less than nine (9) months before the Event start date | 90% of the proportion of the Hire Charge relating to the Rooms that are the subject of the cancellation or reduction of the Hire Period (as applicable) |

(ii) If the date of the notice of cancellation of the Event or reduction of the Hire Period (as applicable) precedes the date of the Event by less than fifteen (15) months but not less than nine (9) months, the QEII Centre shall use reasonable endeavours to re-license the Rooms for the relevant period subject to cancellation or reduction (as applicable). If the relevant Rooms are re-licensed for the relevant period, the QEII Centre shall pay to the Hirer a sum equal to the lesser of (a) forty per cent (40%) of the hire charges arising from such re-licensing and (b) forty per cent (40%) of the Hire Charge relating to the Rooms that were the subject of the cancellation or reduction of the Hire Period (as applicable) by the Hirer. Such Rooms shall be deemed the last rooms to be re-licensed within the Centre for the Hire Period.

(iii) If the date of the notice of cancellation of the Event or reduction of the Hire Period (as applicable) precedes the date of the Event by less than nine (9) months, the QEII Centre shall use reasonable endeavours to re-license the Rooms for the relevant period subject to cancellation or reduction (as applicable). If the relevant Rooms are re-licensed for the relevant period, the QEII Centre shall pay to the Hirer a sum equal to the lesser of (a) eighty per cent (80%) of the hire charges arising from such relicensing and (b) eighty per cent (80%) of the Hire Charge relating to the Rooms that were the subject of the cancellation or reduction of the Hire Period (as applicable) by the Hirer. Such Rooms shall be deemed the last rooms to be re-licensed within the Centre for the Hire Period.

(iv) Any payments received on account of the Hire Charge shall be offset against the Cancellation Charge (if any) payable by the Hirer.

(v) If the Hirer for any reason terminates any part of the Hire Agreement the Hirer shall be liable from the date of termination to reimburse the QEII Centre for any costs incurred by the QEII Centre on behalf of the Hirer in connection with the Hire Agreement or Event, including but not limited to costs incurred in re-licensing the Rooms as set out above.

## 35. Termination by the QEII Centre for Breach or Anticipated Breach

(i) If the Hirer, its staff, agents, licensees, 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 QEII Centre 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 at the Centre; or

d. entering into the Hire Agreement with the Hirer would be inconsistent with the QEII Centre's duty to operate lawfully and in accordance with Law,

the Hirer shall immediately vacate the Centre and ensure that all persons and items associated with the Event are removed.

(ii) Where the Hire Agreement is terminated pursuant to this Condition 35 (Termination by the QEII Centre for Breach or Anticipated Breach), the QEII Centre shall be entitled to retain all sums paid by the Hirer under the Hire Agreement, and the Hirer shall be liable to pay immediately any outstanding Charges and any costs, losses or damages incurred or suffered by the QEII Centre or for which the QEII Centre may become liable in connection with the Event.

(iii) The Hirer shall have no claim against the QEII Centre for any losses or damages sustained nor for any liability incurred as a result of termination by the QEII Centre pursuant to this Condition 35 (Termination by the QEII Centre for Breach or Anticipated Breach).

## 36. Termination by the QEII Centre on Insolvency or Winding Up

(i) The QEII Centre may, without prejudice to any accrued rights against the Hirer, terminate the Hire Agreement by notice:

a. if the Hirer is a company and (i) the Hirer passes a resolution that or a court makes an order that the Hirer should be wound up or that an administrator should be appointed over it; (ii) the Hirer makes an arrangement with its creditors; (iii) a receiver, manager or administrator is appointed on behalf of the creditors of the Hirer; or (iv) 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 in respect of the Hirer;

b. the Hirer is an individual who at any time (i) becomes bankrupt; (ii) has a receiving order made against them; or (iii) makes any composition or arrangement with or for the benefit of their creditors, or purports to do so; or

c. the Hirer is partnership and any partner thereof at any time (i) becomes bankrupt; (ii) has a receiving order made against them; or (iii) makes any composition or arrangement with or for the benefit of his creditors, or purports to do so.

(ii) In the event of termination pursuant to this Condition 36 (Termination by the QEII Centre by the QEII Centre on Insolvency or Winding Up), the QEII Centre 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 QEII Centre in respect of such termination, nor for any liability, damage or loss the Hirer has sustained or may sustain in consequence of such termination.

## 37. Force Majeure

(i) In the event of the Centre being closed or the Centre becoming unavailable or any presentation at the Event being prevented or interfered with due to an event of force majeure, which for the purposes of this Condition 37 (Force Majeure) includes a public disaster, riot, epidemic, fire, flood, act of nature, war, civil disturbance, a requirement of government or other public body, or any employment dispute of any kind which materially interferes with the operation of the Centre or materially affects attendees at the Event or the transport facilities available to attendees, or any circumstances beyond the QEII Centre's or the Hirer's control; each of the QEII Centre and the Hirer shall be released from their respective obligations to the other insofar as they have been prevented from performing those obligations by any of the above mentioned occurrences of force majeure and the Hire Agreement may terminate immediately on provision of written notice by either party to the other. Where the Hire Agreement has terminated in accordance with this Condition 37 (Force Majeure), the Hirer will follow the QEII Centre's instruction to vacate the Centre and this obligation shall survive termination.

(ii) If the Hire Agreement terminates in accordance with this Condition 37 (Force Majeure), the Hirer shall, as its sole remedy under the Hire Agreement, 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 QEII Centre up to the date of termination, and the proportion of the Total Charge attributable to that part of the Hire Period which has elapsed prior to the date of such termination.

## 38. 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 QEII Centre, its staff or agents.

(ii) The Hirer indemnifies the QEII Centre against any third-party claims brought against the QEII Centre in relation to any of the matters referred to in these Conditions.

(iii) For avoidance of doubt, the QEII Centre is a self-insured entity operating as a government body.

## 39. Limitation of Liability and Waiver

(i) Notwithstanding any other provision, the liability of the QEII Centre in respect of any act, omission or breach howsoever arising pursuant to or in connection with the Hirer and/or the Hire Agreement, and whether in contract, tort (including negligence), breach of statutory duty or otherwise:

a. shall exclude any loss of profit or indirect or consequential loss or damage (even if such loss or damage was foreseeable) including but not limited to loss of goodwill, loss of opportunity and damage to reputation; and

b. shall be limited to an amount equal to the Total Charge.

(ii) Nothing in the Hire Agreement is intended to exclude a party's liability for death or personal injury caused by that party's negligence or for fraud.

(iii) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## 40. Liability Insurance

(i) The Hirer shall take out before the Event, and maintain during the Hire Period, insurance in respect of its liabilities under the Hire Agreement with an insurer approved by the QEII Centre and of an amount not less than ten million pounds Sterling (£10,000,000).

(ii) The Hirer shall, at the request of the QEII Centre, provide to the QEII Centre before the Event a certificate of insurance in respect of the insurance required pursuant to this Condition 40 (Liability Insurance).

## 41. Entire Agreement and Variations

(i) The Hire Agreement contains or refers to all the terms of the agreement relating to its subject matter and supersedes all prior requests, negotiations or understandings made between the parties and the terms of the Hire Agreement shall not be varied or added to except by a written agreement signed by the parties.

(ii) The terms of the Hire Agreement shall take precedence over these Conditions if and to the extent that they conflict.

(iii) Each party acknowledges that in entering into the Hire Agreement it does not rely on any statement, representation, or warranty (including, but not limited to, any statement in any pamphlet or brochure) other than those expressly set out in the Hire Agreement. Nothing in this provision shall exclude liability for fraudulent misrepresentation.

## 42. Dual and Joint / Several Liability

(i) If the expression "the Hirer" refers more than one legal person, those persons shall be jointly and severally liable under the terms of the Hire Agreement.

## 43. Severability

(i) If any provision or part-provision of the Hire Agreement is or becomes illegal, invalid or unenforceable in any respect, such provision or part-provision shall be deemed to be removed from the Hire Agreement but the validity and enforceability of the remaining provisions of the Hire Agreement shall not be affected or impaired.

## 44. Marginal Notes

(i) The marginal notes (if any) in these Conditions shall not affect their construction or interpretation.

## 45. Further Assurance

(i) The parties shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and complete all documents and perform such acts as may be reasonably required to give effect to the Hire Agreement.

## 46. English Law

(i) The Hire Agreement (including but not limited to the arbitration agreement contained at Condition 51 (Resolution of High Value Disputes via Arbitration)) and any non-contractual obligations arising out of or in connection with it shall be governed by, construed and take effect in accordance with English Law. The Hire Agreement shall be deemed to have been made in England.

## 47. Third Party Rights

(i) No person who is not a party to the Hire Agreement may enforce any term of the Hire Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

## 48. Contract

(i) These Conditions form part of the Hire Agreement. If and to the extent that anything in these Conditions contradicts the Hire Agreement, the relevant terms of the Hire Agreement shall prevail.

## 49. Freedom of information

(i) The Hirer acknowledges that the QEII Centre is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs") and may therefore be subject to requests for information held by it, or by another person on its behalf (including but not limited to confidential information provided to it under the Hire Agreement) without consulting or obtaining consent from the Hirer except that the QEII Centre shall take reasonable steps to notify the Hirer of any such request.

(ii) The Hirer shall provide all necessary assistance and cooperation as reasonably required by the QEII Centre to enable the QEII Centre to comply with its obligations under the FOIA and the EIRs (including but not limited to passing on any request for information the Hirer may receive) but shall not respond directly to a request for information unless authorised in writing to do so by the QEII Centre.

## 50. Data Protection

(i) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 50 (Data Protection) applies in addition to, and does not relieve, remove, or replace, each party's obligations or rights under the Data Protection Legislation.

(ii) Without prejudice to the generality of the conditions herein, where applicable the Hirer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the QEII Centre for the duration and purposes of the Hire Agreement.

## 51. Resolution of High Value Disputes via Arbitration

(i) Any dispute, difference, controversy or claim valued over £100,000.00 (excluding any VAT) arising out of or in connection with the Hire Agreement (with the exception of any defence and/or counterclaim (of whatever value) arising out of or in connection with a Low Value Dispute) (a "High Value Dispute") shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which (save as modified by this condition) are deemed to be incorporated by reference (including but not limited to any defined terms) into this condition;

a. the seat, or legal place, of arbitration shall be London, England and the language shall be English. The governing law of the arbitration shall be the law of England and Wales.

b. the number of arbitrators shall be three, with the QEII Centre and the Hirer each nominating one arbitrator, and the two co-arbitrators jointly appointing a third arbitrator. If any arbitrator is not so nominated within twenty (20) Working Days of the time-limit for service of the Response, such arbitrator shall be appointed by the London Court of International Arbitration. The third arbitrator, appointed by the first two arbitrators (or by the LCIA on their behalf) shall act as chairperson; and

c. Article 9B (Emergency Arbitrator) of the LCIA Rules shall not apply. The parties agree to exclude all rights to seek a determination by the court of a preliminary point of law under section 45 (Determination of a preliminary point of law) of the Arbitration Act 1996 and all rights of appeal on a point of law from any arbitration award under section 69 (Appeal on a point of law) of the Arbitration

(ii) For the avoidance of doubt, this Condition 51 (Resolution of High Value Disputes via Arbitration) shall not apply to any dispute, difference, controversy or claim arising out of or in connection with the Hire Agreement valued up to and including £100,000.00 (excluding any VAT) (a "Low Value Dispute").

## 52. Resolution of Low Value Disputes

(i) Any Low Value Dispute (including any defence and/or counterclaim (of whatever value) arising out of or in connection with the Low Value Dispute) shall be subject to the exclusive jurisdiction of the Courts of England and Wales, except if the parties agree by way of written agreement that Condition 51 (Resolution of High Value Disputes via Arbitration) shall apply to the Low Value Dispute, with any such variation being in writing in accordance with the relevant conditions in the Hire Agreement.

(ii) For the avoidance of doubt, the parties agree and acknowledge that the QEII Centre shall be permitted to serve a statutory demand on the Hirer in respect of any sums due to it pursuant to or in connection with the Hire Agreement (in addition to any interest and/or compensation claimed by the QEII Centre under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 pursuant to Condition 3 (Payment and Interest) of these Conditions ("Interest and/or Compensation")) provided that the debt outlined in the statutory demand does not exceed £100,000.00 (excluding any VAT and Interest and/or Compensation) and initiate and/or pursue winding up/bankruptcy proceedings against the Hirer if necessary.

(iii) The Hirer agrees and acknowledges that the existence of Condition 51 (Resolution of High Value via Arbitration) of these Conditions shall in no way prevent the QEII Centre from exercising its rights under Condition 50(ii) of these Conditions.

## 53. Specific Terms and Conditions Relating to Audio Visual and Technology Services

(i) For the purposes of this Condition 53 (Specific Terms and Conditions Relating to Audio Visual and Technology Services):

a. "AVPM" means the person appointed by the QEII Centre from time to time as the QEII Live Audio-Visual Project Manager.

b. "virtual event" refers to an event where no speakers, audience, Hirer(s) or Hirer's contractors will attend the centre; and

c. "hybrid event" refers to an event where there will be live attendance (including but not limited to speakers, audience, Hirer or contractors engaged by the Hire). Standard terms and conditions of room hire will apply.

(ii) All prices are stated on a per day basis unless otherwise stated, subject to availability and dependent on exact requirements, exclusive of labour and VAT.

(iii) The final cost of hiring any audio-visual equipment or service (including labour charges) will be calculated after the Event. It will be based upon the signed cost estimate the QEII Centre receives in advance of the Event, subject to any adjustments that have been made after signing (errors and omissions excepted).

(iv) The QEII Centre reserves the right to apply a surcharge for amendments to requirements made within five (5) Working Days of the commencement of the Hire Period.

(v) Each cost estimate received in relation to any audio-visual equipment or service (including labour charges) is customised and cannot be subdivided.

(vi) The QEII Centre can only guarantee availability of any audio-visual equipment and labour authorised more than five (5) Working Days prior to the Event. Any equipment and labour requested within five (5) Working Days of the Event may be subject to extra costs.

(vii) The Hirer is not permitted to use single or multi-channel radio microphone systems because of the possibility of cross-channel interference between different rooms and events.

(viii) The QEII Centre has reserved Ofcom licences for radio microphone channels and frequently licence additional frequencies. The Hirer, or any contractor engaged by the Hirer, supplying their own radio microphones must consult with the AVPM and provide a list of frequencies and associated Ofcom licences a minimum of twenty-four (24) hours before the Event. Use of such frequencies is subject to the agreement of the AVPM, not to be unreasonably withheld.

(ix) The QEII Centre will supply staff to operate audio visual equipment, including but not limited to simultaneous interpretation facilities, where it has contracted to do so. Interpreters are not included with simultaneous interpretation facilities, but they can be supplied subject to agreement between the QEII Centre and the Hirer.

(x) The QEII Centre reserves the right to substitute alternative audio-visual equipment and/or services where original equipment and/or services are unobtainable or inappropriate or not able to be used for any other reason.

## 54. QEII Live Specific Cancellation Conditions

(i) The Hirer agrees to pay the Centre a cancellation charge in respect of any QEII Live equipment and/or services according to the following:

a. 50% of the total estimated cost of the QEII Live equipment and/or services if the Event is cancelled between three (3) and five (5) Working Days prior to the commencement of the Event; or

b. 100% of the total estimated cost of the QEII Live equipment and/or services if the Event is cancelled within two (2) Working Days of the commencement of the Event.

(ii) Any production development already undertaken (including the production fee), will be charged on a pro rata basis to the point of cancellation.

(iii) Any cancellation in respect of any QEII Live equipment and/or services must be given to the QEII Centre in writing via email.

(iv) An itemised breakdown of all QEII Live equipment and/or services cancellation charges will be issued to the Hirer no later than ten (10) Working Days from the date of the notice of cancellation.

(v) If the Hirer postpones the Event following the signing of their cost estimate in respect of QEII Live equipment and/or services, the cancellation fees stipulated in this Condition 54 (QEII Live Specific Cancellation Conditions) will not apply, but the Hirer shall be liable to the QEII Centre for any payments made by the QEII Centre to any third party suppliers in respect of any QEII Live equipment and/or services required to be provided by the QEII Centre for the purposes of the Event.

## 55. QEII Live Specific Warranties and Conditions

(i) Any costs incurred by the QEII Centre in respect of any additional QEII Live equipment and/or services requested immediately prior to, or during the Event will be added to the final account of the Hirer and payable to the QEII Centre. The QEII Centre will use reasonable endeavours to provide a revised cost estimate for approval by the Hirer. Verbal confirmation of the requirement by the Hirer will be deemed to be approval of any costs in respect of such additional QEII Live equipment and/or services if it is not reasonably possible for the QEII Centre to provide a revised cost estimate prior to the provision of such additional QEII Live equipment and/or services.

(ii) The Hirer warrants to the QEII Centre that it is entitled to the copyright or is authorised by the copyright owner in respect of, any material which it intends to transmit, record, broadcast, re-broadcast or project audibly and/or visually.

(iii) The Hirer agrees to indemnify the QEII Centre in respect of any claim for any breach of copyright caused by the transmission, recording, broadcasting, re-broadcasting or audible and/or visual projection by the Hirer of any material on or by means of equipment hired to them by the QEII Centre.

(iv) The QEII Centre does not accept responsibility for:

a. Disruption or inconvenience to, or the ruination of the Event and/or presentation forming part of the Event as a result of sub-standard presentation materials provided to a technician for broadcast and or projection.

b. Delayed or non-arrival of emailed presentations or for corruptions/errors during electronic transit.

c. Any failure to advise speakers of minimum technical standard for content.

d. Any additional technical requirements of the Hirer which have not been advised to the QEII Centre in advance of the Event.

e. Any damage and/or loss to any media - including originals and one-off materials unless the damage and/or loss is caused by the negligence of the QEII Centre or its staff.

f. Any misuse of a streaming platform supplied by the QEII Centre, or for any disruption or failure due to any external interference in the platform.

(v) All estimates for sets and staging are for the hire of said items, not for their purchase.

(vi) All estimates, contracts, plans, models, artwork, samples and specifications prepared by or ordered through the QEII Centre remain confidential between the QEII Centre and Hirer and are not to be passed to a third party for any reason without the prior written approval of the QEII Centre.

(vii) Access to or use of the Centre's technical areas (including interpreter booths) and use of the Centre's technical infrastructure is chargeable and only permitted with the agreement of the AVPM. The QEII Centre reserves the right to charge the Hirer for supervision by QEII Centre staff that is required due to the Hirer's use of the Centre's technical infrastructure.

(viii) A 7% project management fee will be levied on each Event for any audio-visual items required by the Hirer during the Event which falls outside of any prior agreed QEII Live equipment and/or services.

(ix) QEII Centre staff are only authorised to operate equipment owned by the QEII Centre. Third party production companies will only be authorised to operate QEII Centre equipment whilst under the direct supervision of QEII Centre staff.

(x) The QEII Centre agrees to use its best endeavours to provide the audio-visual equipment and perform the audio-visual services specified in relation to the Event. The QEII Centre does not however accept any liability for any failure to provide audio visual equipment or perform audio visual services where that failure is beyond the reasonable control of the QEII Centre or its authorised agents.

(xi) The QEII Centre does not accept any liability for any loss or damage which arises directly or indirectly out of the use of audio-visual equipment or the performance thereof (unless such loss arises from the negligence of the QEII Centre or its staff). The QEII Centre will only be liable to the extent of the hire costs in respect of the audio-visual equipment and explicitly exclude any consequential losses. The Hirer agrees to indemnify the QEII Centre against any claim for any such loss or damage.

(xii) Equipment owned by the QEII Centre and hired by the Hirer remains at all times the property of the QEII Centre.

(xiii) Any equipment, software or internet connectivity supplied by the Hirer shall be entirely the responsibility of the Hirer. If software of the Hirer is required to be installed on the QEII Centre's computers, prior consent is required from the QEII Centre. Computer re-formatting costs will also be chargeable to the Hirer in such circumstances.

(xiv) The QEII Centre reserves the right to override content schedules on the Centre's digital signage system without notice.

(xv) The QEII Centre reserves the right to amend the information and prices contained on the QEII Centre website without prior notice.

(xvi) Payment terms in respect of any QEII Live equipment and/or services shall be agreed between the QEII Centre and the Hirer at point of contract.

(xvii) The QEII Centre can provide virtual event and hybrid event solutions. All invitations, registrations and payments for such events are entirely the responsibility of the Hirer.

(xviii) The QEII Centre does not accept any liability for any content, nor any rights infringement, resulting from media or other content which has been generated at the Centre by any party other than the Centre itself, or directly commissioned by the Centre.

(xix) If a Hirer submits data/video and audio presentations for the Event, the QEII Centre is permitted to archive such presentations after the Event unless a Hirer specifies otherwise. Such archival will be conducted pursuant to the QEII Centre's Privacy Notice.