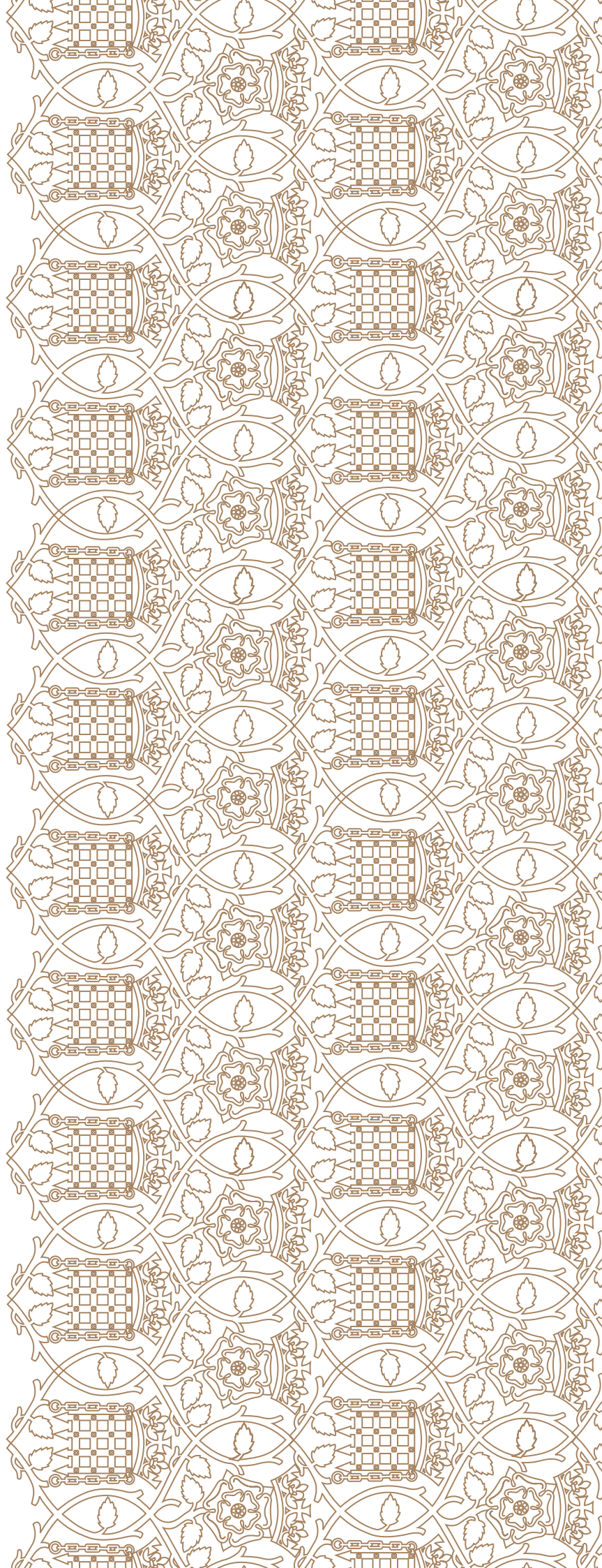




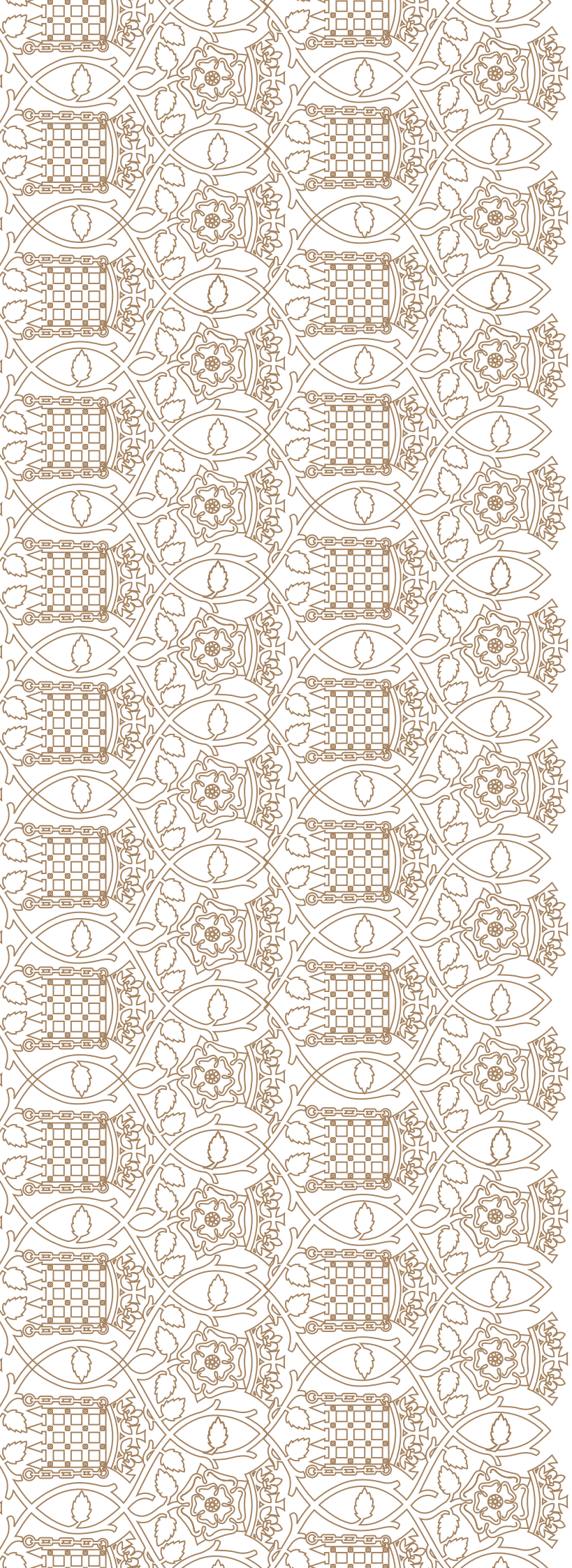
HOUSE OF COMMONS

## Standard conditions of hire for functions and events

Catering Services  
Issue 2.03: February 2016







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## 1 Parties, Definitions and Interpretations

- 1.1 The parties to the Hire Agreement are HOC and the Hirer.
- 1.2 If the Hirer has agreed with a third party (the "Debtor") that the whole or any part of the Hire Charge shall be payable by the Debtor, any such arrangement shall have no effect on the parties to this Hire Agreement, which shall remain HOC and the Hirer. The Hirer shall also remain and retain liability to pay the Hire Charge.
- 1.3 Acceptance by HOC of payment of the Hire Charge by the Debtor does not constitute any form of contract between the Debtor and HOC. The parties do not intend the Contracts (Rights of Third Parties) Act 1999 to apply.
- 1.4 The Hirer is required to disclose in writing prior to booking the Event the name and contact details of any: Debtor, company, person, group or organisation with or for whom it is hiring the Venue. Any amendments must be notified to HOC in writing immediately and in any event not less than 4 weeks before the Event. For reasons of security, HOC reserves the right to refuse hire or entry to any such Debtor, company, person, group or organisation at any time without liability to HOC.
- 1.5 In these Conditions the following definitions shall apply:

a)	HOC	Refers to the Corporate Officer of the House of Commons and those acting on their behalf.
b)	HOC Representative	The person designated as the main point of onsite contact (or their authorised representative) during the Event and in relation to all matters regarding the Event, as set out in the Hire Agreement Summary Form.
c)	Hirer	The person(s) or corporate body and/or its authorised representative who have contracted with HOC under the Hire Agreement for the Event.
d)	Debtor	Where applicable, the person(s) or corporate body which has agreed with the Hirer to pay the whole or any part of the Hire Charge.
e)	Sponsor	where applicable, a Member of Parliament or a Parliamentary pass holder in whose name the application for the Event is made, but who is not the Hirer under the Hire Agreement. A sponsorship agreement form must be completed.
f)	Condition	The entire contents of the headed paragraphs in these Standard Conditions of Hire. Reference to a Condition is a reference to the whole of that Condition unless stated otherwise. The headings of these Conditions shall not affect the interpretation thereof.
g)	Clause	Reference to a paragraph within a Condition unless stated otherwise.
h)	Hire Agreement	Means the contract concluded between HOC and the Hirer, including these Standard Conditions of Hire, the agreed and signed Hire Agreement Summary Form and Event Instruction Sheet, and any subsequent clarifications and any other documents which are agreed in accordance with specific conditions of, or the general variation Condition of, these Standard Conditions of Hire, and which together form a binding contract between HOC and the Hirer. In the case of any discrepancy among these documents these Conditions shall prevail.

i)	The Venue	Refers to any room, ancillary area or grounds on the Parliamentary estate so designated in the Hire Agreement and to which the Hirer has been granted permission to enter and/or use under the Hire Agreement.
j)	Hire Agreement Summary Form	Means the document recording the details of the Event, including the guaranteed minimum fee, agreed between HOC and the Hirer at the time of the application.
k)	Event Instruction Sheet	Means the details of the Event, including any alteration to consumables, numbers, Services, times, dates or areas used, and as agreed between HOC and the Hirer a week before the Event.
l)	The Event	is the activity/function taking place at the Venue during the Period of Hire, as described in the Hire Agreement Summary Form.
m)	The Period of Hire	is the period of time as described in the Hire Agreement Summary Form and includes any time required by the Hirer to set up and clear the Venue.
n)	Minimum Catering Charge	Shall be calculated using published menu prices for the chosen food service per person multiplied by the guaranteed minimum number of attendees for the Venue.
o)	The Hire Charge	Refers to the guaranteed minimum fee (incl. VAT at the prevailing rate), to include the room hire charge, Minimum Catering Charge (excl. service charge), weekend supplement charge (where applicable) and additionally a service charge on all food and beverage spend, other charges as included on the Event Instruction Sheet and any further Additional Charges as agreed between HOC and the Hirer for the purposes of the Event.
p)	Additional Charges	Means any fees that may be chargeable by HOC for any alteration to Consumables, numbers, Services, times, dates or areas used in conjunction/addition to those agreed in the Hire Agreement Summary Form or the Event Instruction Sheet.
q)	Declarable Interest	Applicable to Members of the House of Commons only - Members must declare any relevant interest in accordance with the requirements of the Guide to the Rules relating to the Conduct of Members. Members of the House of Lords should refer to the Registrar of Lords' Interests for advice on registration.
r)	Conservation	is defined as all activities designed to preserve and stabilise the Palace of Westminster and other buildings on the Parliamentary estate and contents, and to prevent future deterioration, both chemical and physical.
s)	Loss	includes destruction, loss of property, loss of use and loss of revenue.
t)	Contractors	Means such suppliers of Services in respect of the Event as are on the HOC Approved Contractors list or otherwise agreed with HOC in advance.
u)	Government Provision	Means any statutory provision, warrant, order, scheme, regulations or conditions of service applicable to an Employee of HOC providing for continuance of pay or the payment of sick pay, or any allowance to or for the benefit of Employees of HOC, or their families or dependants, during or in respect of sickness, injury or disablement suffered by such Employees.

v)	Force Majeure	means any incident outside of the control of HOC arising from: <ul style="list-style-type: none"> <li>i) the breakdown of equipment supplied by HOC or by third parties;</li> <li>ii) the failure of supply of utility services;</li> <li>iii) an act of God, including but not limited to fire, flood or leakage of water;</li> <li>iv) an act of terrorism or other public disorder;</li> </ul> which may cause the Venue to be closed or hiring to be interrupted or cancelled.
w)	Consumables	means the food and drink (incl. alcoholic drinks) to be supplied at the Event;
x)	Services	means the provision of catering services, Event services and the supply of Consumables

- 1.6 Unless the context otherwise requires, masculine includes the feminine and the singular shall also include the plural and vice-versa.
- 1.7 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
- 1.8 Any notice or other communication which is to be given by either party to the other shall be given by letter, (sent by hand or post or by registered post or by the recorded delivery service) or transmitted by electronic mail or facsimile transmission. Such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.
- 1.9 All communication between the parties shall be in the English language.



## 2 Application for Hire

- 2.1 All applications for hire must be made via the meeting and Events Team in the Catering Services Team at the House of Commons.
- 2.2 All bookings will be treated as provisional and the Hirer shall have no rights pursuant to this Agreement until the signed Hire Agreement Summary Form is received from the Hirer and the appropriate deposit has been paid.
- 2.3 Venue(s) shall be held provisionally for 7 calendar days following the enquiry by the Hirer. After this time the venue(s) shall be made available for booking by other parties and HOC reserves the right to make such bookings without prior notification to the Hirer.

## 3 Hire Agreement

- 3.1 The Period of Hire, Venue/area of hire and service(s) to be provided, will be agreed between the Hirer and HOC and shall be detailed on the Hire Agreement Summary Form together with the permitted number of guests.
- 3.2 The Hirer must pay a non-refundable deposit to HOC, within 7 days of the Agreement Date as stated on the Hire Agreement Summary Form, to secure the booking.
- 3.3 The Hirer will meet the costs of the Event as set out in the Hire Agreement Summary Form, Event Instruction Sheet as well as any Additional Charges.
- 3.4 It is the Hirer's responsibility to notify HOC of its authorised representative for the Event.
- 3.5 The end of the Event must be scheduled to allow sufficient time for the Hirer to clear the Venue of all persons, equipment or other objects brought in by the Hirer within the agreed Period of Hire.
- 3.6 The Hire Agreement constitutes the entire agreement between the parties relating to the subject matter of the agreement. The Hire Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Hire Agreement shall not exclude liability in respect of any fraudulent misrepresentation.
- 3.7 In the case of any discrepancy within the Hire Agreement documents these Conditions shall prevail.

## 4 Governing Law

- 4.1 This Agreement shall be governed by English law and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 5 Severability

- 5.1 If any provision of the Hire Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Hire Agreement shall continue in full force and effect as if the Hire Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Hire Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

## 6 Variation

- 6.1 No variation to the Hire Agreement shall be effective unless agreed in writing and signed on behalf of HOC and the Hirer.

## 7 The Parliamentary Estate, Entry and Security

- 7.1 Access to the Parliamentary estate and the Venue is granted at the sole discretion of HOC. The Hire Agreement does not constitute the grant of a tenancy and does not confer on the Hirer any right to exclude HOC or those acting on behalf of HOC from the Venue or Parliamentary estate.
- 7.2 HOC reserves the right for any duly authorised representative of HOC to enter the Venue at any time during the Event.
- 7.3 In respect of the high security requirements and considerations in relation to the Parliamentary estate, HOC reserves the right to refuse entry to any person, vehicle or piece of equipment onto the Parliamentary estate, or to remove any person, vehicle or piece of equipment from the Parliamentary estate, at any time and for any reason without HOC incurring liability to the Hirer or any third party.
- 7.4 The access granted under the Hire Agreement may be suspended, or amended, at any time, at the sole discretion of HOC as part of HOC's response to a significant risk, threat or instance of disruption from external events, agencies or persons, or other emergency (a "Significant Event") or as a result of a change to the Business of either House, for example in the event of a Recall of Parliament, or because of a ceremonial or similar event of constitutional importance. The decision of HOC will be final and no notice need be given. The Hirer shall at its expense vacate the Parliamentary estate together with all equipment and personnel within 1 hour of being informed of the suspension or amendment of access by HOC.
- 7.5 Any individual granted access to the Parliamentary estate must at all times comply with the security and health and safety rules governing conduct on the Parliamentary estate and with the instructions of relevant Parliamentary and security personnel.
- 7.6 The Hirer, Debtor, and guests, employees or agents of the Hirer or Debtor shall pass through a security search point each time they enter or re-enter the Parliamentary estate and must wear security passes at all times when present on the Parliamentary estate.
- 7.7 All guests attending an Event must be in possession of an official invitation, to be shown on demand to HOC Security. This invitation is to be produced by the Hirer and verified by HOC before going to print. The invitation must comply with Condition 15, and must specify the Venue. A sample invitation will be provided by HOC for guidance on the approved form of words.
- 7.8 A typed list of attendees' names must be supplied to HOC a minimum of 48 hours in advance of the Event. The Hirer shall provide a typed copy of their event guest list to HOC Security at the pedestrian security search point when arriving prior to the Event.
- 7.9 The Hirer shall co-operate with any investigation relating to security which is carried out by HOC or by any person who is responsible to HOC for security matters and when required by the HOC Representative.
- 7.10 All persons and equipment are subject to security searches at any time. The Hirer shall bring no equipment larger than hand luggage (56cm x 45cm x 25cm) through any pedestrian security search point. The Hirer will notify HOC of any additional non-hand luggage sized items (other than those listed above) and such items will be screened, it being HOC's discretion whether screening takes place on the Parliamentary estate or an offsite screening centre.

## 8 Facilities

- 8.1 Entrance to the Parliamentary estate is via the Cromwell Green visitors' entrance in Parliament Square for the Palace of Westminster and via the Portcullis House visitors' entrance on Victoria Embankment for Portcullis House.
- 8.2 The Hirer may have access to the venue 45 minutes before the Event is due to start; 30 minutes for breakfast Events. Set up and clear up times must be included in the agreed Period of Hire and must be paid for.
- 8.3 No car parking facilities are available. There are limited visitor parking facilities for drivers with disabilities. These are reserved for blue badge holders who are driving on their own (or with a carer). Further details are available from HOC.

## 9 Use of the Venue

- 9.1 No part of the Venue, building, outhouses, grounds or ancillary areas may be used for any purpose other than that described in the Hire Agreement.
- 9.2 No part of the Venue, building, outhouses, grounds or ancillary areas may be used for any unlawful purpose or in any unlawful way.
- 9.3 Except as permitted in Clause 9.4, no part of the Venue, building, outhouses, grounds or ancillary areas may be used for direct or indirect financial or material gain (including political fundraising), by the Hirer or any other person or organisation. The amount of money (if any) charged to guests must be broadly in line with the actual cost per head, which can be ascertained from HOC.
- 9.4 A UK registered charity may seek financial or other kinds of support at the Event in connection with its charitable purposes, provided this does not contravene Condition 17; for example by: (a) charging guests who attend a function an amount which exceeds the actual cost per head; and (b) holding fundraising auctions involving pledges, having first notified HOC in writing at the time of booking of its registered charity number.
- 9.5 Events organised by charities may be supported by non-charitable organisations, but those organisations are subject to Clause 9.3 above.
- 9.6 Access to the Venue, building, outhouses, grounds or ancillary areas may not be used by political parties for the purpose of recruiting members or seeking donations, or for any organisation (with the limited exception for charities referred to in Clause 9.4) to raise funds, to drum up business or as a perk for existing clients or shareholders without the prior written consent of HOC.
- 9.7 No commercial promotion or demonstration, or book or product launch, is permitted by any person or external organisation, including on publicity material for the Event. The only exceptions permitted are for book launches for books written primarily about Members of Parliament or former Members; the history of the Palace of Westminster, the House of Commons or any of its departments; or for publications produced by UK registered charities.
- 9.8 No animal is to be brought onto the Parliamentary estate or allowed to enter any building without the prior written consent of HOC at the time of booking. Assistance dogs within the meaning of the Equality Act 2010 are exempt.
- 9.9 No bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls or fabric of any building, plant or fence.
- 9.10 Concerts, loud music or other activities likely to cause a noise nuisance are not permitted. Background music may be permitted with the prior consent of HOC at times when neither House is sitting nor adjacent rooms in use for other Events. For the avoidance of doubt, the Hirer is responsible for any required licenses or performance fees payable, for example a public performance licence or music royalties.

- 9.11 Evening events must be brought to a close by 22:30 and the Hirer shall ensure that all guests shall have left the Parliamentary estate by 23:00. HOC reserves the right to recover additional charges from the Hirer, in such sum as HOC may at its discretion charge, in the event of a late vacation of the Venue.
- 9.12 Overruns shall only be granted at the discretion HOC following discussion with the Hirer or their authorised representative. HOC reserves the right to refuse any overrun if staffing levels cannot be maintained to operate the Venue safely and in consideration of other Events scheduled to take place.

## 10 Signs, Placards and Advertisements

- 10.1 No placards or other articles are to be fixed to any part of the Venue or fabric of the building.
- 10.2 No posters, boards, signs, flags or other emblems or advertisements are to be displayed outside any part of the Venue or grounds without prior consent of HOC.
- 10.3 In such instances where HOC gives permission for any type of signage to be used the Hirer must follow the explicit instructions given by HOC and HOC reserves the right to remove, or have removed at the Hirer's expense, any type of signage, for any reason.
- 10.4 Any damage caused by the use or removal of any signage will be repaired at the Hirer's expense.

## 11 Hire, sponsorship or other involvement of Members of Parliament

- 11.1 Schedule 1 applies to Members of Parliament for functions and events where the Member of Parliament is the Hirer, Debtor, Guarantor, Sponsor of, or has some similar form of involvement in, the functions or event.
- 11.2 Clause 11.1 applies without exclusion, amendment or variation of any part or means of investigation or enforcement of the Code of Conduct for Members of Parliament and rules of the House or other such rules or obligations in force at the time of hire.
- 11.3 Should a sponsoring Member of Parliament have a Declarable Interest in the Event the wording "Relevant Interest Declared" must be stated on the invitation and details given on the Sponsorship Agreement Form. Members of the House of Lords should refer to the Registrar of Lords' Interests for advice on registration.
- 11.4 A Member (of either the Commons or the Lords) sponsoring an Event will have to complete a Sponsorship Agreement Form providing an assurance that the proposed Hirer is a fit and proper organisation to hold an Event in the House and that the Event will not damage the House's reputation, but HOC will enter into a legally enforceable contract with the Hirer (or the sponsoring Member, as Hirer, where there is no third party).
- 11.5 Sponsoring Members (of either the Commons or the Lords) must attend the entirety of the Event they sponsor.
- 11.6 All invitations, notices and circulars in relation to a sponsored Event must be issued in the name of the Sponsor and not that of any third party involved.

## 12 Consumables and Services

- 12.1 Catering Services has the sole right to the provision of Consumables and Services at the Venue and at the Event. HOC does not permit the use of any third party caterers and no food or drink (including alcoholic drinks) may be used or brought into the Venue by the Hirer or their guests without prior written consent from HOC at the time of booking. Where, with HOC's consent, Hirer's consume their own beverages, a corkage charge shall apply which shall be notified to the Hirer by HOC at the time of giving consent.
- 12.2 Special dietary requirements can be catered for if notified to HOC no later than 3 working days prior to the Event (excluding bank holidays and weekends). After this time, every effort will be made to meet the special dietary requirements. Provision of special dietary requirements may incur additional charges.

- 12.3 All listed drinks are sold on a sale or return basis and HOC reserves the right to charge for all opened bottles, even if unconsumed.
- 12.4 When Consumables are charged on a consumption basis, the Hirer shall check the opening and closing of stocks of Consumables in the presence of the HOC Representative. In the event of the Hirer refusing or delaying to do so, the figures recorded by HOC shall be conclusive.
- 12.5 It is the Hirer's responsibility to ensure that all orders of Consumables or other Services are signed for by the authorised representative of the Hirer. Where the Hirer fails to notify HOC of its authorised representative and orders are placed by a person acting on the Hirer's behalf, the figures recorded by HOC shall be conclusive and the Hirer shall be bound to pay the charges for the Consumables and Services as part of the Hire Charge or an Additional Charge.
- 12.6 It is the Hirer's responsibility to provide instructions to HOC as to whether its guests may be allowed upon request at the Event, alternative or additional Consumables or Services, and to what level of cost. Where the Hirer fails to provide such instructions, the decisions and the figures recorded by HOC shall be conclusive and the Hirer shall be bound to pay the charges for the Consumables and Services as an Additional Charge.
- 12.7 All Consumables and Services offered are subject to availability. Where Consumables or Services are not available, all reasonable endeavours will be made to offer a substitute.

### 13 Number of Guests

- 13.1 The maximum number of guests allowed within the Venue is governed by both fire, health and safety regulations and Conservation requirements. The maximum number stipulated in the Hire Agreement Summary Form must not be exceeded for any reason. HOC reserves the right to restrict the number of people in a room at any one time.
- 13.2 If this number is exceeded HOC may terminate the Event immediately without recompense to the Hirer.
- 13.3 At the time of booking the Hirer shall provide details of the expected number of persons attending the Event, including organisers or assistants, and Contractors.
- 13.4 Final catering numbers are required 3 working days (excluding bank holidays and weekends) before the Event. Charges for Services will be based on that number or the number actually attending, if greater. If HOC provides the Services for any number less than the Guaranteed Minimum Number and the Minimum Catering Charge as stipulated in the Hire Agreement Summary Form, HOC charges to the Hirer based on the number previously advised, will nevertheless apply in full.
- 13.5 If numbers fall below the Guaranteed Minimum Number as stipulated in the Hire Agreement Summary Form, HOC reserves the right to relocate the Event to a smaller room.

### 14 Equipment including Electrical Equipment

- 14.1 No lighting, heating, power, cabling or other electrical fittings or appliances in the Venue are to be altered, moved, or in any way interfered with.
- 14.2 No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within the Venue without prior consent of HOC.
- 14.3 No additional lighting, or any high intensity or halogen lighting are to be installed or used within the Venue without prior consent of HOC. Average levels of daylight should not exceed 2500 lux, corresponding to an exposure value (EV) of 10, or one second at f/32 on 100 ISO film; tungsten or tungsten-halogen lights should not exceed 1000 lux, corresponding to EV 8.6, or one second at f/22 on 100 ISO film; HMI lights should not exceed 2500 lux, corresponding to EV 9.6 – 10.0, or half a second at f/22 on 100 ISO film; light falling on oil paintings or other works of art which are light sensitive should not exceed 250 lux and the approval of HOC will be required for levels in excess of this limit.

- 14.4 Where HOC has approved the use of additional electrical equipment the Hirer must ensure this equipment meets all relevant health and safety legislation and requirements and the Hirer shall indemnify HOC against all claims and expenses for any injury or damage caused by such equipment.
- 14.5 In addition, such equipment must comply with relevant Conservation rules, and where used in historically sensitive areas, be approved for use by HOC prior to the Event.
- 14.6 All portable electrical equipment brought on to the Parliamentary estate by the Hirer or their Contractors must be PAT tested and display current certification labels, or the Hirer shall provide proof of compliance at the request of HOC. HOC reserves the right to disconnect and/or remove electrical equipment from the Venue which does not display evidence of a PAT test within the previous 12 months.
- 14.7 No electrical equipment shall be left charging unsupervised in any circumstances.
- 14.8 The use of haze, smoke, pyrotechnics or other similar special effects is strictly prohibited on the Parliamentary estate.

### 15 Copyright Works

- 15.1 The Hirer may not infringe or allow any copyright to be infringed; including Parliamentary copyright.
- 15.2 Permission must be sought from HOC for the use of any images, trademark or name owned or managed by HOC, including the Crowned Portcullis, on any invitation or publicity relating to the Event.
- 15.3 All Party Parliamentary Groups (APPGs) must use the bespoke APPG portcullis badge.

### 16 Publicity, Photography and Media

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

### 17 Gambling

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

### 18. Smoking

- 18.1 Smoking on the Parliamentary estate is strictly forbidden, including the use of E-cigarettes.



- 18.2 The use of candles or other forms of naked flame on the Parliamentary estate is strictly forbidden.
- 18.3 The Hirer shall be responsible for any costs arising as a result of any alarms and fire prevention systems being 'triggered' in the event of a guest or Contractor smoking or the Hirer's equipment at the Event. For the avoidance of doubt, no recompense for the curtailment or cancellation of any Event will be payable to the Hirer by HOC occasioned by the 'triggering' of fire alarms.

## 19 Damage to the Building or Property

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

## 20 Liability and Indemnity

- 20.1 Unless caused by the negligence or wrongful act of HOC, its officers, employees and agents and provided always that HOC may at its discretion first decide whether they wish to settle a claim, the Hirer shall indemnify and hold harmless, HOC, its officers, employees and agents in full against any claim arising from the Hire in the event of:
- 20.1.1. the death of, or any injury caused to, any person attending the Site in connection with the Event;
- 20.1.2. damage to, or Loss of, any equipment, goods, articles or property brought to, or used at, the Event by the Hirer or any other person or organisation;
- 20.1.3. any works required to repair any damage caused to the fabric of the Site and arising in any way from the Event and arising out of the acts or omissions of the Hirer, its guest, employees, agents or contractors, save to the extent that any such claim arises as a result of the negligence of HOC, its employees or agents;
- 20.1.4. any other claims, actions, damages, liabilities, fines, costs (including professional fees) or expenses arising in any way from the Event and arising out of the acts or omissions of the Hirer, its guest, employees, agents or contractors, save to the extent that any such claim arises as a result of the negligence of HOC, its employees or agents.
- 20.2 If the Hirer shows that any such Loss or damage was neither caused nor contributed to by his neglect or wrongful act or by that of his guests, employees, agents or contractor or that it arose from circumstances outside their control, the Hirer shall be under no liability under this Condition.
- 20.3 If HOC shows that any such Loss or damage was neither caused nor contributed to by its neglect or wrongful act or by that of any employee or agent of HOC or that it arose from circumstances outside HOC's control, HOC shall be under no liability to the Hirer.
- 20.4 HOC shall not be liable to the Hirer by reason of any loss or damage sustained or inconvenience caused as a result of, or in any way arising out of cancellation or re-scheduling.
- 20.5 HOC shall not be liable to the Hirer by reason of any delay in performing or any failure to perform any of HOC obligations in relation to the Event if such delay or failure is due to any cause beyond HOC's reasonable control.
- 20.6 Without prejudice to the generality of Clause 20.1, the Hirer's obligation under that Clause includes indemnifying HOC for any payment made under any Government Provision in connection with any personal injury suffered by an employee of HOC.

## 21 Insurance

- 21.1 The Hirer shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Hirer, arising out of the Event and in respect of the liability outlined in Condition 20. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Hirer.
- 21.2 The terms of any insurance or the amount of cover shall not relieve the Hirer of any liabilities under the Hire Agreement.

## 22 Handling of Claims

- 22.1 HOC shall notify the Hirer as soon as reasonably practicable of any claim or proceedings for which the Hirer may be liable under Condition 20.
- 22.2 Where the Hirer is or may be liable to indemnify HOC in respect of any claim or proceeding he or, if he so wishes, his insurers, shall, subject to the rest of this Condition be responsible for dealing with or settling that claim or proceeding, provided that such responsibility is agreed with HOC in writing.
- 22.3 HOC shall in any event deal with any such claim which involves a Government Provision or which is made by or against an employee of HOC, and Clause 22.2 shall not apply to any such claim.
- 22.4 If, when the Hirer or his insurers are dealing with any claim or proceeding to which Condition 20 applies, any matter or issue arises which involves, or may involve, any privilege or special right of HOC (including any matter of Parliamentary privilege or a matter relating to the discovery or production of documents) the Hirer or his insurers shall consult HOC before taking any further action on the matter and shall act in relation thereto as may be required by HOC.

## 23 Payment of Hire Charge

- 23.1 HOC shall issue an invoice for the deposit charge (together with V.A.T. at the prevailing rate) at the time of generating the Hire Agreement which must be paid within 7 calendar days of the date of the invoice. The deposit constitutes a non-refundable payment.
- 23.2 The Hire Charge (less the deposit, but together with, where applicable, V.A.T. at the prevailing rate) as set out in the Hire Agreement Summary Form, must be paid in full no less than 6 weeks prior to the Period of Hire. HOC shall issue an invoice for the charges to the Hirer at 8 weeks prior to commencement of the Period of Hire which must be paid within 7 calendar days of the date of the invoice.
- 23.3 HOC shall issue an invoice to the Hirer after the Event for the remaining balance and any Additional Charges which must be paid within 7 calendar days of the date of the invoice.
- 23.4 In the event of HOC incurring additional expense not provided for in any quotation as a result of the occurrence of the Event i.e. variation and/or alteration of instructions and/or details and/or a failure by the Hirer or his representative to provide the same, such additional expense shall be added to the price as an Additional Charge.
- 23.5 An additional 12.5% service charge is payable as an Additional Charge on all food and beverage spend.
- 23.6 If an Event is confirmed less than 8 weeks from the commencement of the Period of Hire, the Hirer will be invoiced in full for all Hire Charges (as on any Hire Agreement Summary Form or Event Instruction Sheet) and this must be paid immediately.
- 23.7 If payment of the Hire Charge is not received by the dates set out in this Condition, HOC reserves the right to cancel the Event without liability of HOC to the Hirer.
- 23.8 For the avoidance of doubt HOC may exercise any statutory right to claim interest and compensation for debt



recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if it is not paid according to the agreed payment schedule.

- 23.9 All Events taking place after 15:00 on a Friday, at the weekend or on a Bank Holiday will incur a weekend supplement charge.
- 23.10 If the registered Debtor for the Event is changed, HOC must be notified immediately, and this may invalidate any entitlement to any prior agreed discount.
- 23.11 A BACS transfer may be made from a UK bank account into the following account:  
 Account Name: HoC Administration 2  
 Bank: NatWest Bank Plc  
 Sort Code: 60-70-80  
 Account Number: 10022317
- 23.12 A BACS transfer may be made from an overseas bank account into the following account:  
 Account Name: HoC Administration 2  
 Swift Code: NWBKGB2L  
 IBAN number: GB58NWBK60708010022317
- 23.13 A remittance advice detailing:
- i) the amount paid;
  - ii) when the amount was transferred / paid;
  - iii) the Event number;
  - iv) the Venue;
  - v) the invoice number;
- must be sent to the following address:
- Accounts Receivable*  
*House of Commons Corporate Services*  
*7 Millbank*  
*London SW1P 3JA*  
 E: accountsreceivablehoc@parliament.uk
- 23.14 Payments, as detailed on the Hire Agreement Summary Form, may be made by credit or debit card by calling Accounts Receivable on 020 7219 6308 quoting your Event number as the payment reference. Cheques must be crossed and made payable to House of Commons Administration.
- 23.15 HOC reserves the right to review its prices for Consumables and/or Services during the interval between confirmation and commencement of the Hire Period.
- 23.16 All prices in relation to this Agreement are stated inclusive of VAT at the prevailing rate. VAT shall be payable by the Hirer for any taxable Services supplied within this Agreement.

## 24 Cancellation by HOC

- 24.1 HOC may cancel the Event:
- 24.1.1. if the Venue or any area within the Parliamentary estate is closed due to circumstances outside its control which precludes the Event taking place;
  - 24.1.2. if the Hirer breaches the terms of this agreement such that Condition 6 applies;
  - 24.1.3. in accordance with the Conditions in this Agreement, for example, Clause 7.4;
  - 24.1.4. the Hirer becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy;
  - 24.1.5. the Event may, in the opinion of the HOC, damage or prejudice the reputation and/or good name of Parliament, Members, or HOC.
- 24.2 The Director of Catering Services has the authority to accept, refuse or re-schedule bookings at any time. Such authority will not be exercised unreasonably.

## 25 Cancellation by the Hirer

- 25.1 The Hirer may cancel the booking by giving HOC notice in writing. In such circumstances, the Hirer shall compensate HOC for any Loss suffered by it as a result of the cancellation.
- 25.2 In the event of a cancellation, the Hirer will forfeit their deposit in all circumstances.
- 25.3 There is no obligation on HOC to find a replacement booking.
- 25.4 HOC will retain or charge the Hirer the following amounts in the event of cancellation by the Hirer: (less the non-refundable deposit):

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

- 25.5 Any cancellation charges detailed above will be invoiced to the Hirer and must be paid within 7 calendar days. The Hirer is advised to seek cancellation insurance from a third party.
- 25.6 The Hirer may postpone the Event with over 90 days written notice to HOC before the Event without penalty and the deposit payment duly transferred if the Hirer reschedules the Event for a future date no more than 90 days from the date of the original commencement of the Period of Hire. Any date beyond this will be considered a cancellation and charges as set out in Clauses 25.1, 25.3 or 25.4 will apply in full as applicable.
- 25.7 Any further postponement of any rescheduled Event will result in full cancellation charges as set out in Clauses 25.1, 25.3 or 25.4 as applicable.

## 26 Breach by the Hirer

- 26.1 If the Hirer fails to observe and perform any of these Conditions or causes damage to the Parliamentary estate as a result of the Event, HOC may:
- 26.1.1. at any time cancel the Event or any other concurrent or future hire agreement for the Venue by the Hirer without incurring any liability to the Hirer for the return of any payments already paid; and

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

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

## 27 Health and Safety

- 27.1 The Hirer must take all reasonable care for their own health and safety, and for the health and safety of others who may be affected by their actions, omissions or the use of equipment. The Hirer and any persons/appointed Contractor working on their behalf must comply with all relevant health and safety legislation and any measures implemented by HOC.
- 27.2 You must obtain written approval from HOC at the point of booking, if the Event involves the use, provision or supply of, or the creating, making or constructing of any of the following or any similar work:
- 27.2.1. structures of any size, including temporary demountable structures such as stages, platforms, marquees, awnings, camera stands etc;
- 27.2.2. the provision of temporary services, such as electrical and data cabling installations;
- 27.2.3. anything that might affect the fabric of the building, the building services or any other part of the physical infrastructure of the Parliamentary estate; or the use of building or construction contractors.
- 27.2.4. Your attention is drawn to the Construction (Design and Management) Regulations 2015 (CDM). Comprehensive information on what work falls under CDM, together with the requirements of CDM, can be found on the Health and Safety Executive (HSE) website.
- 27.3 The Hirer and/or their appointed Contractor who wish to work on the Parliamentary estate must provide a risk assessment and (where appropriate) a method statement in relation to their event/activity/service. This must be forwarded to HOC at least 4 weeks prior to the Event.
- 27.4 If the Hirer fails in their obligations in Clauses 27.2 and 27.3 the Hirer and/or their appointed Contractor will not be permitted to undertake the proposed work/service on the Parliamentary estate without liability of HOC to the Hirer.
- 27.5 The Hirer must ensure that at no time do they or any of their guests or Contractors block, cover up or interfere with any emergency exit.
- 27.6 HOC shall promptly notify the Hirer of any health and safety hazards which may exist or arise on the Parliamentary estate which may affect the Event.
- 27.7 The Hirer shall notify the HOC Representative immediately in the event of any incident occurring during the Event where that incident causes any personal injury or any damage to property.
- 27.8 The Hirer must ensure any minors are supervised by persons that have undergone appropriate checks and clearance procedures (e.g. CRB).

## 28 Complaints

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

## 29 Assignment

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

## 30 Bribery and Prevention of Corruption

- 30.1 No gifts or gratuities are to be offered to or accepted by HOC's employees or their agents before, during or after the Event.
- 30.2 The Hirer shall not, in relation to this Hire Agreement, request, offer, promise, agree to receive, accept or give a financial or other advantage to any person intended to induce that person to perform a function or activity improperly or to reward any person for the improper performance of a function or activity, or where it is known that the acceptance of the advantage would itself constitute the improper performance of a function or activity. The attention of the Hirer is drawn to the criminal offences under the Bribery Act 2010.
- 30.3 The Hirer shall not enter into this or any other contract with HOC in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge unless, before any such contract is made, particulars of any such commission, and of the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to HOC.

## 31 Freedom of Information, Provision of Information to Parliament and Disclosure, etc.

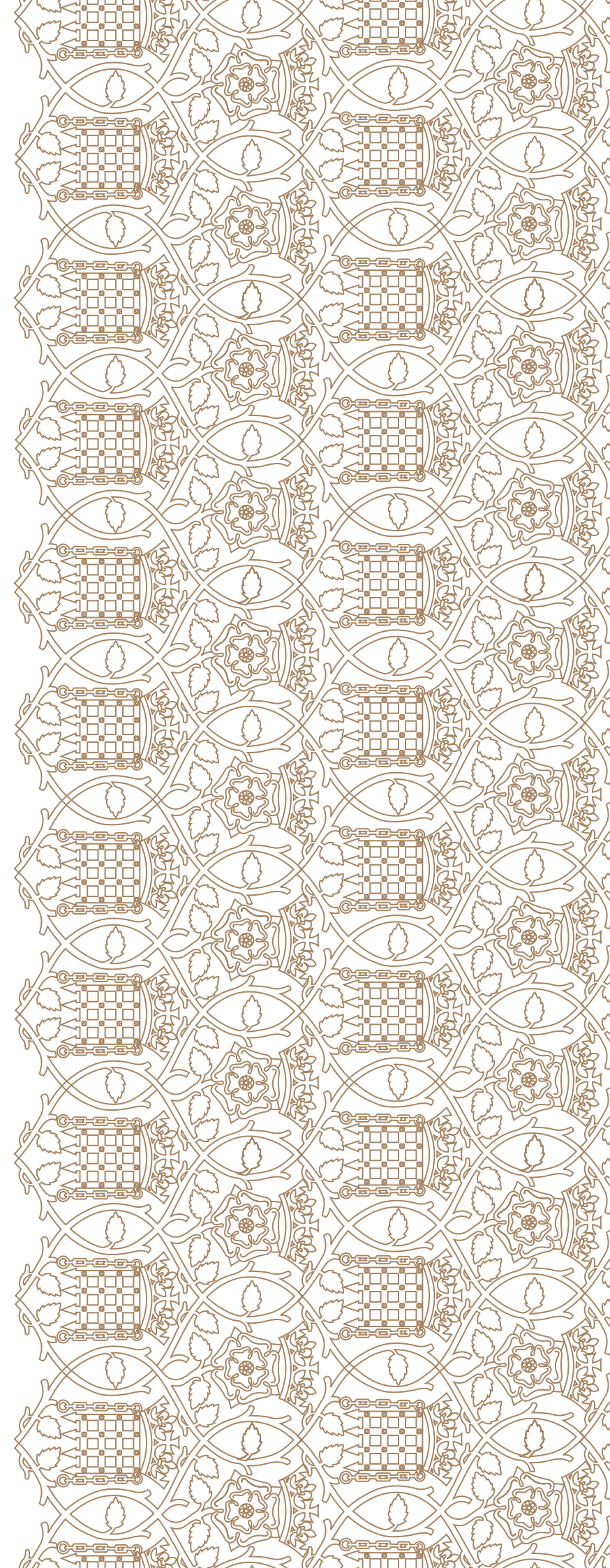
- 31.1 HOC has made a commitment to proactively publish information annually about functions and events in HOC venues.
- 31.2 HOC reserves the right to disclose details of contractual documentation, processes, prices, performances and outcomes to meet legal, regulatory and public policy requirements, and also any other duty it may have, to provide information to Parliament.
- 31.3 The House of Commons is a public authority within the meaning of the Freedom of Information Act 2000 ('FOIA') and the Environmental Information Regulations 2004 ('EIRs') and, as such, the Hirer should be aware that all information received by HOC may be subject to a future request under the FOIA or EIR and will be dealt with accordingly.
- 31.4 When considering a request under the FOIA or EIR, HOC will carefully consider releasing any information they hold, giving due protection to confidential information and any other relevant exemptions. Where the Hirer sends information it regards as confidential it must clearly identify the confidential element and explain why it considers each element to be of a confidential nature. Routine marking of the documents as being confidential will not be accepted and the Hirer will always be required to provide justification for non-disclosure. The Hirer should also be aware that receipt by HOC of information marked as confidential, or marked in any other way, does not imply that they accept any duty of confidence by virtue of that marking nor any obligation not to disclose that information when required by the FOIA and EIR.
- 31.5 Primary responsibility for decisions to disclose in response to a request under the FOIA or EIR will rest with HOC. However, the Hirer must also be aware that decisions on disclosure under the legislation are subject to the jurisdiction of the Information Commissioner, a tribunal in the General Regulatory Chamber and ultimately the Courts.
- 31.6 The Hirer (and any of his Contractors involved in the Event) shall ensure that the applicable provisions of the Data Protection Act 1998 and any Statutory Instrument made thereunder or other relevant Act of Parliament or Statutory Instrument are strictly adhered to.



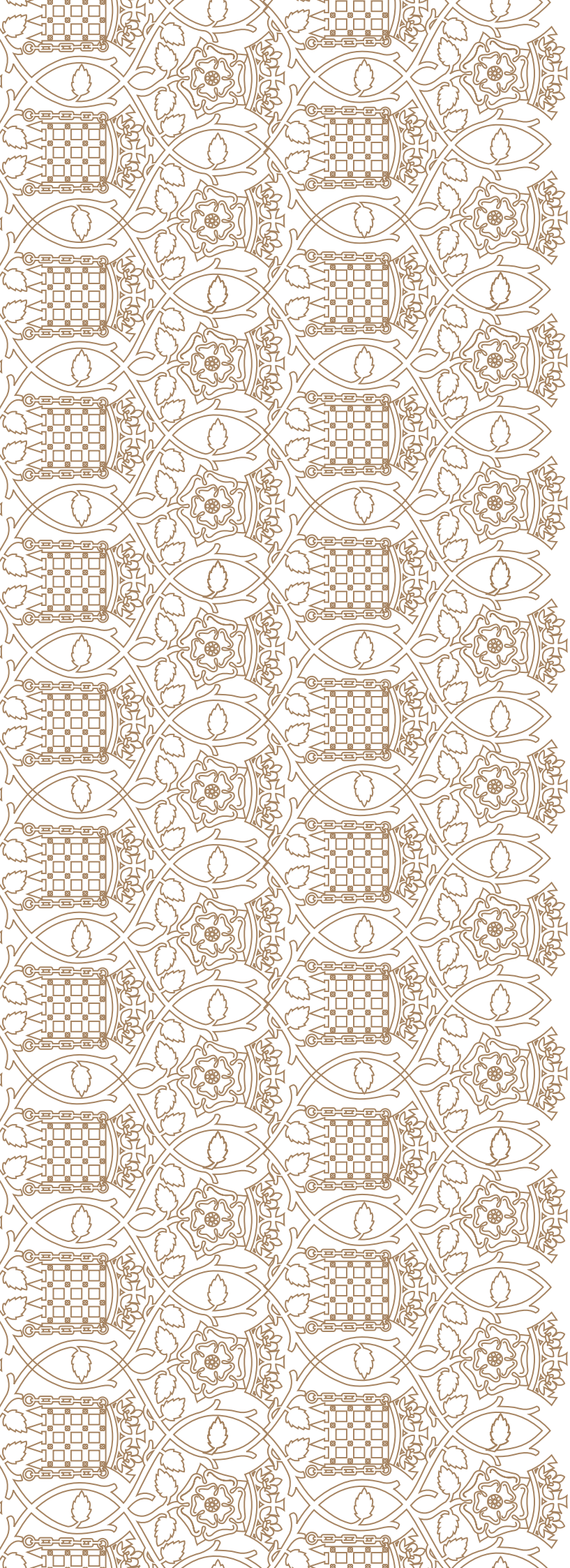


## SCHEDULE 1

1. Members of the House of Commons are reminded that the Code of Conduct for Members of Parliament and rules of the House apply to their use of private dining facilities and to their functions and events. Paragraph 15 of the Rules of Conduct is as follows:  
*15. Members are personally responsible and accountable for ensuring that their use of any expenses, allowances, facilities and services provided from the public purse is in accordance with the rules laid down on these matters. Members shall ensure that their use of public resources is always in support of their Parliamentary duties. It should not confer any undue personal or financial benefit on themselves or anyone else, or confer undue advantage on a political organisation.*
2. The Parliamentary Commissioner for Standards may investigate allegations of a breach of these rules, if supported by sufficient evidence. In serious cases the Commissioner may make a report to the Committee on Standards, who will consider her findings and will publish her report together with the Committee's report. The Committee may recommend sanctions to the House.
3. Members of the House of Lords are reminded that the Code of Conduct for Members of the House of Lords and rules of the House may apply to their use of private dining facilities in the House of Commons and to their functions and events and should refer to the Registrar of Lords' Interests for advice on registration.







**PRIVATE DINING AND EVENTS**

House of Commons, London, SW1A 0AA

T: 020 7219 3090

F: 020 7219 4944

E: [hoceventsteam@parliament.uk](mailto:hoceventsteam@parliament.uk)

[www.parliament.uk/venue](http://www.parliament.uk/venue)

@HoCEventsUK