



# House of Commons

## Standard Conditions of Hire for Functions and Events

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# Contents

1. Parties, Definitions, and Interpretations .....	2
2. Application for Hire .....	4
3. Hire Agreement .....	4
4. The Parliamentary Estate, Entry and Security .....	4
5. Facilities .....	5
6. Use of the Venue .....	5
7. Signs, Placards and Advertisements .....	6
8. Hire, sponsorship, or other involvement of Members of Parliament .....	6
9. Consumables and Services .....	6
10. Responsible Drinking .....	7
11. Number of Guests .....	7
12. Equipment including Electrical Equipment .....	8
13. Copyright Works .....	8
14. Publicity, Photography, and the use of Social Media .....	8
15. Gambling .....	9
16. Smoking .....	9
17. Damage to the Building or Property .....	9
18. Liability and Indemnity .....	9
19. Insurance .....	10
20. Handling of Claims .....	10
21. Payment of Hire Charge .....	10
22. Cancellation by the Hirer .....	11
23. Cancellation by HOC .....	11
24. Force Majeure .....	12
25. Health and Safety .....	12
26. Complaints .....	13
27. Assignment .....	13
28. Bribery and Prevention of Corruption .....	13
29. Confidentiality .....	13
30. Freedom of Information, Provision of Information to Parliament and Disclosure, etc. ....	14
31. Data Protection and Privacy .....	14
32. Governing Law .....	14
33. Severability .....	14
34. Variation .....	14
35. Contact Us .....	14
SCHEDULE 1 .....	15

# 1. Parties, Definitions, and Interpretations

- 1.1 The parties to this 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 remain and retain liability to pay the Hire Charge to HOC.
- 1.3 Acceptance by HOC of payment of the whole or any part 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) "Additional Charges" *means any fees that may be chargeable (where applicable) by HOC in addition to the Guaranteed Minimum Fee such as fees for any alteration to Consumables, numbers, Services, times, dates or areas used in conjunction with and/or in addition to those agreed in the Hire Agreement Summary Form or the Event Instruction Sheet.*
  - b) "Clause" *reference to a paragraph within a Condition unless stated otherwise.*
  - c) "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.*
  - d) "Confidential Information" *information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information or information acquired through the execution of the Hire Agreement and is sensitive or classified or restricted.*
  - e) "Consumables" *means the food and drink (incl. alcoholic drinks) to be supplied at the Event.*
  - f) "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.*
  - g) "Contractors" *means such suppliers of Services in respect of the Event as are agreed with HOC in advance.*
  - h) "Data Protection Legislation" *(i) the UK GDPR; (ii) the [Data Protection Act 2018](#) to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law relating to the processing of personal data and privacy.*
  - i) "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.*
  - j) "Declarable Interest" *Applicable to Members of the House of Commons only - Members must declare any relevant financial interest in sponsoring an event which might reasonably be thought by others to influence a Member's actions, speeches or votes in Parliament, or actions taken in his or her capacity as a Member of Parliament 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.*
  - k) "Event" *is the activity/function taking place at the Venue during the Period of Hire, as described in the Hire Agreement Summary Form.*
  - l) "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.*
  - m) "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.

- n) "Guaranteed Minimum Fee" means the guaranteed minimum fee (including VAT at the prevailing rate) as stated in the Hire Agreement Summary Form which comprises the room hire charge, Minimum Catering Charge, and minimum weekend supplement charge (where applicable).
- o) "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;
  - Event Instruction Sheet;
  - 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; which together form a binding contract between HOC and the Hirer. In the case of any discrepancy among these documents these Standard Conditions of Hire shall prevail.
- p) "Hire Agreement Summary Form" means the document recording the contractual details of the Event, including the Guaranteed Minimum Fee, agreed between HOC and the Hirer.
- q) "Hire Charge" means the Guaranteed Minimum Fee, the mandatory service charge payable under clause 21.8, and any further Additional Charges as agreed between HOC and the Hirer for the purposes of the Event.
- r) "Hirer" the person(s) or corporate body and/or its authorised representative who have contracted with HOC under this Hire Agreement for the Event.
- s) "HOC" refers to the Corporate Officer of the House of Commons and those acting on their behalf.
- t) "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.
- u) "Loss" includes destruction, loss of property, loss of use and loss of revenue.
- v) "Minimum Catering Charge" shall be calculated using the cheapest published menu price for the chosen food service per person multiplied by the guaranteed minimum number of attendees (as applicable to the Venue and the chosen food service but excluding the mandatory service charge payable under clause 21.8).
- w) "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.
- x) "Services" means the services to be provided to the Hirer under this Hire Agreement (including, without limitation, the provision of catering services, Event services and the supply of Consumables);
- y) "Sponsor" where applicable, a Member of Parliament, Member of the House of Lords, 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.
- z) "UK GDPR" Has the meaning given in section 3(10) of the [Data Protection Act 2018](#).
- aa) "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.

1.6 Unless the context otherwise requires, masculine includes the feminine and the singular includes 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. 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.
- 1.10 In case of any discrepancy within the Hire Agreement documents, these Conditions shall prevail.

## 2. Application for Hire

- 2.1 All applications for hire must be made through the Events 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 Hire Agreement until the signed Hire Agreement Summary Form (which incorporates these Conditions) is received from the Hirer and the appropriate deposit has been paid. At that point the booking is confirmed.
- 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. The Hirer must complete, sign and return the agreed Hire Agreement Summary Form.
- 3.2 The Hirer must pay a non-refundable deposit to HOC, within 7 days of the Hire 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 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.

## 4. The Parliamentary Estate, Entry and Security

- 4.1 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.
- 4.2 HOC reserves the right for any duly authorised representative of HOC to enter the Venue at any time during the Event.
- 4.3 In respect of the high security requirements and considerations in relation to the Parliamentary estate, it is the prerogative of HOC 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.
- 4.4 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 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, guests, Contractors, and personnel within 1 hour of being informed of the suspension or amendment of access by HOC.
- 4.5 Any individual granted access to the Parliamentary estate must always comply with the security rules governing conduct on the Parliamentary estate and with the instructions of relevant Parliamentary and security personnel.
- 4.6 Entrance to the Parliamentary estate is via the Cromwell Green visitors' entrance in Parliament Square for the Palace of Westminster and via the Victoria Embankment visitors' entrance for Portcullis House.
- 4.7 The Hirer, Debtor, and guests, employees or agents of the Hirer or Debtor shall pass through a pedestrian security search point each time they enter or re-enter the Parliamentary estate and must wear security passes when present on the Parliamentary estate.

- 4.8 All guests attending an Event must be in possession of an official invitation, to be shown on demand to HOC security personnel. This invitation is to be produced by the Hirer and verified by HOC before being issued. The invitation must comply with Condition 13 and must specify the Venue. Guidance on invitations and an approved form of words, available on the Parliamentary website, will be notified by HOC.
- 4.9 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.
- 4.10 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.
- 4.11 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.

## 5. Facilities

- 5.1 Time for set up and clear down is included in the agreed Period of Hire and must be paid for. As a courtesy, and wherever possible, HOC will try and facilitate access to the Venue before the start of the Period of Hire. This does not constitute an obligation on the part of HOC nor can this be guaranteed and during any such period these Conditions of Hire shall apply.
- 5.2 No car parking facilities are available. There are limited visitor parking facilities for drivers with specific accessibility needs. These are reserved for blue badge holders who are driving on their own (or with a carer). Further details are available from HOC.

## 6. Use of the Venue

- 6.1 No part of the Venue, building, outhouses, grounds, or ancillary areas (including any part of the Parliamentary estate) may be used:
- 6.1.1 for any purpose other than that described in the Hire Agreement;
  - 6.1.2 for any unlawful purpose or in any unlawful way;
  - 6.1.3 for the promotion of hate, violence, racial or other forms of intolerance that are discriminatory or the financial exploitation of a crime;
  - 6.1.4 by political parties for the purpose of recruiting members or seeking donations;
  - 6.1.5 by any organisation (with the limited exception for charities referred to in Clause 6.2) to raise funds, to drum up business or as a perk for existing clients, shareholders or membership groups without the prior written consent of HOC;
  - 6.1.6 except as permitted in Clauses 6.1.5 and 6.2, 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;
  - 6.1.7 for any commercial promotion or demonstration, or book or product launch, 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.
- 6.2 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 15 (Gambling); 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.
- 6.3 Events organised by charities may be supported financially by non-charitable organisations, but those organisations are subject to full tariffs and must not contravene Clause 6.1.6.
- 6.4 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.

- 6.5 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.
- 6.6 Visitors wearing garments bearing slogans or inappropriate clothing (i.e. fancy dress) will be denied access to the Parliamentary estate.
- 6.7 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.
- 6.8 All Events taking place after 3:00pm on a Friday, at the weekend or on a Bank Holiday will be subject to supplementary labour charges, as advised by HOC.
- 6.9 The Period of Hire 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. Services for the Event will cease 30 minutes before the end of the Period of Hire to allow sufficient time for the Hirer to clear the Venue.
- 6.10 Events must end in accordance with the Period of Hire and the Hirer shall ensure that all guests shall have left the Parliamentary estate. 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.

## 7. Signs, Placards and Advertisements

- 7.1 No placards, flags, leaflets, stickers, and similar items are to be fixed to any part of the Venue or fabric of the building.
- 7.2 Posters, literature, banners, flags, or other materials in support of a campaign or political organisation, sporting team or commercial and civic society organisation may only be out on display inside the Venue, and not be visible to anyone who may be passing by. Nothing can be displayed outside the Venue without the prior written consent of HOC.
- 7.3 Parliament is – and must be seen to be – neutral and not show preference for any group, political or commercial cause or organisation. In such instances where HOC gives permission for any type of signage or literature 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 or literature, for any reason. Any damage caused by the use or removal of any signage will be repaired at the Hirer's expense.

## 8. Hire, sponsorship, or other involvement of Members of Parliament

- 8.1 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.
- 8.2 Clause 8.1 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.
- 8.3 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).
- 8.4 If the sponsoring Member has any financial interests relevant to the holding of the Event or any party associated with the Event, they must complete the relevant declaration of interest on the Sponsorship Agreement Form and details of a declarable interest must be forwarded to the Parliamentary Commissioner for Standards. "Financial Interest Declared" must be stated on the Event invitation. Members of the House of Lords should refer to the Registrar of Lords' Interests for advice on registration.
- 8.5 Sponsoring Members (of either the Commons or the Lords) must attend for the entirety of the Event they sponsor.
- 8.6 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.

## 9. Consumables and Services

- 9.1 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 HOC's consent is given, a food handling fee and/or corkage charges shall apply which shall be notified to the Hirer by HOC at the time of giving consent.

- 9.2 Catering orders should be returned to HOC no later than 4 weeks prior to the Event along with an estimated number of guests.
- 9.3 Specific dietary requirements for cultural reasons or for those with allergies 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.
- 9.4 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 doing so, the figures recorded by HOC shall be conclusive. HOC reserves the right to charge for all opened packaged Consumables, even if unconsumed.
- 9.5 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.
- 9.6 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.
- 9.7 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.

## 10. Responsible Drinking

- 10.1 HOC recognises that alcohol can be an important part of an Event and as such has no wish to discourage sensible drinking. HOC is committed to the wellbeing, health and safety of guests and its staff alike.
- 10.2 Persons observed by HOC inside, outside and leaving the Venue are informally assessed. Any person who appears to be drunk will not be served any alcohol. Should a person appear to be drunk upon arrival they will not be admitted to the Event, without liability of HOC to the Hirer.
- 10.3 Any person attempting to purchase or obtain alcohol for another who is drunk will not be served.
- 10.4 Any person who is considered to be acting in a severely drunken manner will be asked to leave the Parliamentary estate. Should the person refuse to leave HOC Security will be asked to attend.
- 10.5 Alcohol will only be served to persons who are over the age of 18. HOC operates a Challenge 21 policy if a person appears to be 21 or under (or someone for whom alcohol is being purchased or obtained). Any person that appears to look younger than 21 will be required to present identification bearing their photograph, date of birth, and a holographic mark. Examples of appropriate identification include:
  - i) a photo card driving licence;
  - ii) a passport;
  - iii) a proof of age card bearing the PASS hologram.

Anybody who cannot produce ID will be refused service.

## 11. Number of Guests

- 11.1 The maximum number of guests allowed within the Venue is governed by both fire, health and safety regulations and Conservation requirements. The maximum permitted 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.
- 11.2 If the permitted number is exceeded HOC may terminate the Event immediately without recompense to the Hirer.
- 11.3 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.



- 11.4 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 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.
- 11.5 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.

## 12. Equipment including Electrical Equipment

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 Any electrical equipment brought on to the Parliamentary estate by the Hirer or their Contractors has the potential to cause injury. The Hirer or their Contractors must show evidence of portable appliance testing ('PAT') by a competent person at appropriate intervals if requested by HOC. A record of PAT and/or labelling of equipment can be a useful management tool for monitoring and reviewing the effectiveness of the maintenance scheme – and to demonstrate to HOC that a scheme exists. HOC reserves the right to disconnect and/or remove electrical equipment from the Venue which it feels poses a risk to safety or damage to the fabric of the building throughout the Period of Hire.
- 12.7 No electrical equipment shall be left charging unsupervised in any circumstances.
- 12.8 The use of haze, smoke, pyrotechnics, or other similar special effects is strictly prohibited on the Parliamentary estate.

## 13. Copyright Works

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

## 14. Publicity, Photography, and the use of Social Media

- 14.1 Any significant media interest in the Event must be notified in writing to HOC.
- 14.2 Any press releases regarding the Event must be approved in advance by HOC.
- 14.3 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.
- 14.4 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.

- 14.5 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 guests.
- 14.6 Social Media is now a powerful part of everyday life and we would in no way discourage the use of it. The Hirer must, however, be mindful of the images, postings, and content that their Event may generate which may violate the terms of this Hire Agreement with specific references to Clause 6.1, Clause 7.3, Condition 13, and Clause 14.7.
- 14.7 The Hirer may not publicise or advertise the Event, HOC, or this Hire Agreement without the prior written consent of HOC agreeing the nature, timing, content, and choice of media channels proposed by the Hirer.

## 15. Gambling

- 15.1 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.

## 16. Smoking

- 16.1 Smoking on the Parliamentary estate is strictly forbidden, including the use of E-cigarettes.
- 16.2 The use of candles or other forms of naked flame on the Parliamentary estate is strictly forbidden.
- 16.3 The Hirer shall be responsible for any costs arising because 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.

## 17. Damage to the Building or Property

- 17.1 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.
- 17.2 The Hirer shall pay to be made good any damage caused by any guest, agent 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, 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:
- iv) attendants
  - v) cleaners;
  - vi) workmen or other Contractors as may be appropriate; and
  - vii) any materials, equipment and cleansing agents additionally required.

## 18. Liability and Indemnity

- 18.1 Unless caused by any negligent act or wilful misconduct 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 be liable for, and shall indemnify (and keep indemnified) HOC in respect of any and all action, proceeding, liability, cost, claim, Loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, HOC arising directly or in connection with the Hire Agreement or Event in the event of:
- 18.1.1 the death of, or any injury caused to, any person in connection with the Event;
  - 18.1.2 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;
  - 18.1.3 any works required to repair any damage caused to the fabric of the Venue or any part of the Parliamentary estate 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;
  - 18.1.4 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;
  - 18.1.5 any non-compliance by the Hirer with the Data Protection Legislation;
  - 18.1.6 any Personal Data processing carried out by HOC in accordance with instructions given by the Hirer that infringe the Data Protection Legislation.

- 18.2 HOC shall not be liable to the Hirer by reason of any loss or damage sustained or inconvenience caused because of, or in any way arising out of cancellation or re-scheduling the Event.
- 18.3 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.
- 18.4 Without prejudice to the generality of Clause 18.1, 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.

## 19. Insurance

- 19.1 The Hirer shall affect 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 Hire and in respect of the liability outlined in Condition 18. The Hirer is advised that such policies should also include cover in respect of any financial loss arising from the cancellation or rescheduling of the Event or any advice given or omitted to be given by the Hirer.
- 19.2 The terms of any insurance or the amount of cover shall not relieve the Hirer of any liabilities under the Hire Agreement.

## 20. Handling of Claims

- 20.1 HOC shall notify the Hirer as soon as reasonably practicable of any claim or proceedings for which the Hirer may be liable under Condition 18.
- 20.2 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 20, be responsible for dealing with or settling that claim or proceeding, provided that such responsibility is agreed with HOC in writing.
- 20.3 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 20.2 shall not apply to any such claim.
- 20.4 If, when the Hirer or his insurers are dealing with any claim or proceeding to which Condition 18 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.

## 21. Payment of Hire Charge

- 21.1 HOC shall issue an invoice for the deposit as set out in the Hire Agreement Summary Form (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.
- 21.2 If the permanent address or (in respect of a Company) the registered office of the Hirer is in the United Kingdom (unless the Hirer is a new company with a short credit history, see clause 21.3 below) the Guaranteed Minimum Fee (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.
- 21.3 If the permanent address or (in respect of a Company) the registered office of the Hirer is not in the United Kingdom, or if the Hirer is a new company with a short credit history, the Hirer shall pay the Guaranteed Minimum Fee (less the deposit, but together with, where applicable, V.A.T. at the prevailing rate) as set out in the Hire Agreement Summary Form and any further fees as agreed between the parties, which 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.
- 21.4 HOC shall issue a final invoice to the Hirer after the Event for the remaining balance of the Hire Charge, including any Additional Charges, which must be paid within 7 calendar days of the date of the invoice.
- 21.5 If the Hirer makes a booking on behalf of a Department of the House, HOC will not require a deposit or pre-payment to be paid upon receipt of a completed FO35a form with an authorised signatory. A final invoice for the total charges will be raised and forwarded on to Accounts Receivable, along with the completed FO35a form, for processing. A copy of the invoice will be forwarded on to the Hirer for their records.



- 21.6 In the event of HOC incurring additional expense not provided for in any quotation as a result of the occurrence of the Event i.e. variation and/or alteration of instructions and/or details and/or a failure by the Hirer or his representative to provide the same, such additional expense shall be added to the price as an Additional Charge.
- 21.7 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.
- 21.8 A mandatory 12.5% service charge is payable as an Additional Charge on all published food and beverage prices.
- 21.9 Eligibility for any discounting is dependent on who is paying the bill (the Debtor) as notified at the point of booking. If the registered Debtor for the Event is changed, HOC must be notified immediately, and this may invalidate any eligibility for discounting.
- 21.10 Any eligible discounts on food and beverage spend will be applied on the final invoice after the Event and will not reduce the contracted Minimum Catering Spend.
- 21.11 HOC reserves the right to review its prices for Consumables and/or Services during the interval between confirmation and commencement of the Hire Period. The result of any price review will not affect the contracted Guaranteed Minimum Fee.
- 21.12 If any payment 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.
- 21.13 All charges in relation to this Hire Agreement are quoted inclusive of applicable Value-Added Taxn (VAT) and are subject to variation in line with changes to taxation after the date of this Hire Agreement or price list. VAT shall be payable by the Hirer for all taxable Services supplied within this Hire Agreement.

## 22. Cancellation by the Hirer

- 22.1 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 because of the cancellation.
- 22.2 In the event of a cancellation, the Hirer will forfeit their deposit in all circumstances.
- 22.3 There is no obligation on HOC to find a replacement booking.
- 22.4 HOC will retain or charge the Hirer the following amounts (separate to the non-refundable deposit) in the event of cancellation by the Hirer:

<b>Period</b>	<b>Fees Payable</b>
Between 6 – 3 weeks (inclusive) prior to the commencement of the Period of Hire	50% of the Guaranteed Minimum Fee plus any additional costs incurred by HOC
Less than 3 weeks prior to the commencement of the Period of Hire	100% of the Guaranteed Minimum Fee plus any additional costs incurred by HOC

- 22.5 Any cancellation charges detailed above will be invoiced to the Hirer and must be paid within 7 calendar days.
- 22.6 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 22.1, 22.3 or 22.4 will apply in full as applicable.
- 22.7 Any further postponement of any rescheduled Event will result in full cancellation charges as set out in Clauses 22.1, 22.3 or 22.4 as applicable.

## 23. Cancellation by HOC

- 23.1 HOC may cancel the Event or any other concurrent or future hire agreement by the Hirer without liability of HOC to the Hirer for the return of all sums already paid under the Hire Agreement and the Hirer shall be liable to pay the balance of the Hire Charges and any costs incurred by HOC in connection with the Event:
- 23.1.1 if the Hirer fails to observe and perform any of these Conditions;
  - 23.1.2 in accordance with the Conditions in this Hire Agreement;
  - 23.1.3 if the Hirer becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy;

- 23.1.4 if the Event may, in the opinion of the HOC, damage or prejudice the reputation and/or good name of Parliament, Members, or HOC.
- 23.2 The Director of Catering Services has the authority to accept, refuse or re-schedule bookings at any time and for any reason. Such authority will not be exercised unreasonably.

## 24. Force Majeure

- 24.1 Subject to Clause 24.2, neither party (provided that it has complied with the provisions of Clause 24.3) shall be liable for delay in performing or failure to perform its obligations under the Hire Agreement if that delay or failure arises from or is attributable to unforeseeable acts, events, omissions or accidents beyond its reasonable control, at the time of execution of the contract, (a Force Majeure Event) including, but not limited to, any of the following:
- 24.1.1 an act of God, including fire, flood, earthquake, windstorm or other natural disaster, extreme adverse weather conditions;
  - 24.1.2 strikes, lockouts or other industrial disputes (whether involving the workforce of HOC or other third parties);
  - 24.1.3 the failure of supply of utility services, including electric power, gas or water, or transport or digital and telecommunications network;
  - 24.1.4 explosion or accidental damage, collapse of building structure, an act of terrorism, malicious damage or other public disorder;
  - 24.1.5 the breakdown of plant or machinery supplied by HOC or by third parties;
  - 24.1.6 voluntary or mandatory compliance with any law or governmental order, rule, regulation or direction;
  - 24.1.7 non-performance by HOC suppliers or subcontractors.
- 24.2 Nothing in Clause 24.1 shall operate to exclude the Hirer from paying any sums that have already fallen due under the Hire Agreement.
- 24.3 Subject to the provisions of Condition 22, if the Event is prevented from taking place by reason of a Force Majeure Event, either party may terminate the Hire Agreement on giving notice to the other in writing.

## 25. Health and Safety

- 25.1 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.
- 25.2 The Hirer must obtain written approval from HOC 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:
- 25.2.1 structures of any size, including [temporary demountable structures such as stages, platforms](#), camera stands etc;
  - 25.2.2 the provision of temporary services, such as electrical and data cabling installations;
  - 25.2.3 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
  - 25.2.4 the use of building or construction contractors.

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](#).

- 25.3 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.
- 25.4 If the Hirer fails in their obligations under clauses 25.2 and 25.3, 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.
- 25.5 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.

- 25.6 The Hirer shall notify the HOC Representative immediately in the event of any incident occurring during the Period of Hire where that incident causes any personal injury or any damage to property.
- 25.7 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.
- 25.8 The Hirer must ensure any minors are supervised by persons that have undergone appropriate checks and clearance procedures (e.g. CRB).

## 26. Complaints

- 26.1 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.

## 27. Assignment

- 27.1 HOC may assign the Hire Agreement, and any of its rights under the Hire Agreement, in whole or in part, and HOC may delegate any of its obligations under the Hire Agreement. The Hirer may not assign the Hire Agreement, in whole or in part, nor transfer or sub-license their rights under the Hire Agreement, to any third party.

## 28. Bribery and Prevention of Corruption

- 28.1 No gifts or gratuities are to be offered to or accepted by HOC employees or their agents before, during or after the Event.
- 28.2 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](#).
- 28.3 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.

## 29. Confidentiality

- 29.1 Each party may be given access to Confidential Information from the other party to perform its obligations under the Hire Agreement. A party's Confidential Information shall not be deemed to include information that:
- 29.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 29.1.2 was in the other party's lawful possession before the disclosure;
  - 29.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure.
- 29.2 Where the Hirer shares Confidential Information, 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 (see Condition 30).
- 29.3 Subject to the provisions of Condition 30 and Clause 29.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of the Hire Agreement.
- 29.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Hire Agreement.
- 29.5 The above provisions of this Condition 29 shall survive termination of the Hire Agreement, however arising.



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

- 30.1 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 \('EIR'\)](#) 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.
- 30.2 HOC has made a commitment to proactively publish information annually about functions and events in HOC venues.
- 30.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, and also any other duty HOC may have to provide information to Parliament, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 30.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 30.4 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. Data Protection and Privacy

- 31.1 The Hirer (their agents, or any of their Contractors involved in the Event) shall ensure that the applicable provisions of all Data Protection Legislation and any Statutory Instrument made thereunder, or other relevant Act of Parliament or Statutory Instrument are strictly adhered to.
- 31.2 Each party's responsibilities relating to the Data Protection Legislation will vary depending on individual circumstances; accordingly, HOC will not be liable to the Hirer for their reliance on information provided in relation to the Data Protection Legislation.
- 31.3 The Hirer warrants, represents, and undertakes to HOC that personal data shall comply with the Data Protection Legislation in all respects including, but not limited to, its collection, holding, and processing.

## 32. Governing Law

- 32.1 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.

## 33. Severability

- 33.1 If any provision (or part of a 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.

## 34. Variation

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

## 35. Contact Us

- 35.1 Any questions concerning the services offered by HOC or the Hire Agreement, please contact the House of Commons Events Team by visiting the [Contact Us section of the Parliamentary website](#).

## SCHEDULE 1

- 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. Section V - Rules of Conduct, paragraphs 16 and 17, of the Members' Code of Conduct is as follows:

*16. 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.*

*17. Members shall never undertake any action which would cause significant damage to the reputation and integrity of the House of Commons as a whole, or of its Members generally.*

- 1.2 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.
- 1.3 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.

**HOUSE OF COMMONS EVENTS TEAM**

UK Parliament, Westminster, London SW1A 0AA

+44 (0)20 7219 3090

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

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

@UKParliament