

Standard Conditions of Hire

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STANDARD CONDITIONS OF HIRE



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1. Definitions

In these Standard Conditions of Hire (the "*Conditions*"):

"QEII Centre"	means the Secretary of State acting through The Queen Elizabeth II Centre or any authorised officer of the QEII Centre.
"the Centre"	means the building and the land surrounding The Queen Elizabeth II Centre.
"the Deposit"	means the deposit, if any, specified in the Hire Agreement and payable by the Hirer to the QEII Centre.
"the Event"	means the event specified in the Hire Agreement.
"the Forecourt"	means the paved area situated in front of the main entrance and to the east of the building.
"the GDPR"	the General Data Protection Regulation ((EU) 2016/679) and all other applicable data protection and privacy legislation in force from time to time in the UK.
"the QEII Lawn"	means the grassed area situated in front of the main entrance to the Centre.
"the Hire Agreement"	means the agreement incorporating these Conditions made between the Hirer and the QEII Centre for the hire of the Rooms and the provision of the Services, as may be varied from time to time in writing by the parties.
"the Hire Charge"	means the amount payable under the Hire Agreement for the hire of the Rooms.
"the Hire Period"	means the period so specified as such in the Hire Agreement, or such other period that the parties agree in writing.
"the Hirer"	means the party entering into the Hire Agreement with the QEII Centre.
"the Production Company"	means an organisation contracted to prepare a room for a meeting, including but not limited to the provision of audio-visual services and the construction of stage sets and other works.
"the Rooms"	means those rooms and other parts of the Centre which are the subject of the Hire Agreement.
"the Services"	means any service or facility (other than the hire of the Rooms) which the QEII Centre agrees to provide, as may be varied by the parties in accordance with these Conditions.
"the Services Charge"	means any charge payable for the provision of the Services, as may be varied in accordance with these Conditions.

<i>"the Total Charge"</i>	means the aggregate of the Hire Charge and Services Charge.
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2. Licence and sub-licence

- (i) The QEII Centre licences the Hirer, subject to the Hire Agreement, to use the Rooms for the Hire Period for the sole purpose of holding the Event.
- (ii) The Hirer shall not assign the benefit of the Hire Agreement nor sub-licence any right or benefit under it without the written consent of the QEII Centre.
- (iii) Any sub-licence shall bind the sub- licensee to observe and perform the terms of the Hire Agreement so far as they are capable of applying to the sub-licence. The Hirer shall be responsible for the conduct of his servants, agents or licensees or invitees or any person using the Centre in connection with the Hire Agreement or the Event and shall be liable for any breach of this Hire Agreement as if it were a breach by the Hirer.

3. Payment and Interest

- (i) A charge shall be paid by the Hirer within 30 days of the submission of an invoice by the QEII Centre for that charge unless specified otherwise in the Hire Agreement.
- (ii) The currency of the Hire Agreement is pounds sterling (£). Payments in other currencies shall be converted into pounds sterling on the date when payment is received and credit given against the sterling amount payable.
- (iii) Cheques, drafts or other payment instructions shall be drawn on a bank trading in the United Kingdom.
- (iv) Any charge not paid by the due date will be subject to both interest and a compensation payment at the rates provided in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

4. Compliance with Statutes

- (i) The Hirer shall ensure that all legislation relating to the use of the Centre for the Event, and any duty to obtain any licence or approval from any person or authority, is complied with.
- (ii) All references to statutes, statutory instruments, regulations, rules or guidance in the Hire Agreement shall include any amendment, extension, consolidation or replacement thereof.

5. Early Admission to the Rooms

- (i) The QEII Centre may at its sole discretion allow the Hirer or any servant, agent or contractor of the Hirer to use the Rooms before commencement of the Hire Period. In such circumstances the Hire Period shall be extended such that it commences at the revised time of admission to the Rooms.
- (ii) If you require additional time outside your contracted hours there will be an additional hourly charge. The Hirer shall be liable to pay the QEII Centre's charge based on 15% of the total room hire charge per hour. This additional time must be agreed with your events manager and booked in advance where possible and is subject to availability.

6. The Services

- (i) The QEII Centre shall provide Services, if any, as set out in the Hire Agreement.
- (ii) The Hirer shall pay the Services Charge in accordance with Condition 3.
- (iii) The Hirer and QEII Centre may agree in writing to vary the Services and Services Charge by addition, omission or alteration.

7. Maximum Capacity

- (i) The Hirer shall not permit more than the maximum number of people notified to him by the QEII Centre to be in any room at any time.
- (ii) If the Hirer wishes to vary the seating arrangements for a room, the QEII Centre may agree to vary the maximum permitted number of people for that room.
- (iii) The QEII Centre shall have the right to require people in excess of the maximum permitted number to leave either the room or, at his sole discretion, the Centre.

8. Facilities Provided

- (i) The QEII Centre will provide the Rooms with adequate heating, lighting and ventilation.
- (ii) The Hirer may:
 - (a) use such electrical and other equipment, and
 - (b) take such amounts of electricity (from the outlets installed for that purpose),as the Hirer may reasonably require for the purpose of the Event, on such terms and conditions (including but not limited to terms as to payment) as the QEII Centre may determine.
- (iii) Furniture and seating will be arranged by agreement between the Hirer and the QEII Centre. Details of the Hirer's seating proposals should be submitted to the QEII Centre as soon as practicable, and in any event not later than 30 days before the start of the Hire Period.

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

9. Programme Details

- (i) The Hirer shall provide to the QEII Centre a full programme of the Event as soon as practicable, and in any event not later than 30 days before the beginning of the Hire Period.
- (ii) The Hirer shall bring to the attention of the QEII Centre as soon as practicable, and in any event not later than 30 days before the beginning of the Hire Period, any activity planned for the Event that might cause a nuisance to or have an adverse impact on other users of the Centre.
- (iii) The Centre reserves the right to limit activity which may have an adverse impact on other users of the Centre.

10. Exhibitions and Materials

- (i) Where any part of the Rooms is to be used for an exhibition or display, the Hirer shall submit to the QEII Centre as soon as practicable, and in any event not later than 30 days before the beginning of the Hire Period, a scale plan showing the proposed dimensions and position within the Rooms of the exhibition or display. The Hirer shall be required to revise the plan in accordance with the QEII Centre's instructions if the QEII Centre determines that the proposed layout poses a risk to the health and safety of the occupants of the Centre.
- (ii) The approval of the QEII Centre does not imply that the QEII Centre has checked that the scale plan is to scale or is drawn up correctly. The Hirer is responsible for ensuring that the correct measurements are used in drawing up the plan.
- (iii) The exhibition or display shall not be erected until the scale plan has been approved by the QEII Centre. The Hirer shall then ensure that the exhibition or display conforms at all times to the position and dimensions on the approved plan.
- (iv) Where exhibition material is imported, the Hirer is responsible for any liability to duty and VAT arising from unauthorised use of the QEII Centre's VAT number.

11. Films, Photographs, Videotapes

- (i) The QEII Centre reserves the right to take and retain photographs of the rooms of the Event, when the in-house production team (QEII LIVE) have provided the audio visual equipment and services. Photographs will be used for internal purposes and potentially for promotional purposes. If the Hirer is not in agreement, the Hirer must notify the QEII Centre in writing to specify that photographs cannot be taken. If no written disagreement is received, the QEII Centre will assume the Hirer has given permission.

- (ii) No film, videotapes or photographs of the interior of the Centre may be made or taken without the written permission of the QEII Centre.
- (iii) No later than 30 days before the beginning of the Hire Period, the Hirer shall inform the QEII Centre in writing of the title and content of any films or videotapes which are to be shown in the Centre.
- (iv) The QEII Centre reserves the right to prohibit, at any time, whether before or after the Hire Period has started, the showing of any film or videotape or the display of any photograph in the Centre.

12. Advertising

The Hirer shall not publish, promote or advertise the Event (including making publically available any photograph, drawing or diagram, relating to the Event, the QEII Centre or the Centre which the Hirer proposes to distribute or publish) without the prior written consent of the QEII Centre in its absolute discretion. Such consent may include conditions and such requirements relating to their form, content, publication or distribution as the QEII Centre may reasonably impose.

13. Safekeeping of Equipment

- (i) The Hirer is responsible for the safekeeping of equipment brought into the Centre by the Hirer or his agent. To assist in the discharge of this responsibility the QEII Centre will provide a lockable room accessible only to the Hirer.
- (ii) Where equipment has been hired from the QEII Centre together with a technician to operate it, responsibility for its safekeeping remains with the QEII Centre.
- (iii) Except for items covered by paragraph (ii) of this condition the Hirer will be liable for the loss of or damage to any equipment hired from the QEII Centre during the Hire Period and for any QEII Centre equipment left in the care of the Hirer or his agent.

14. Health and Safety

- (i) The Hirer and his servants or agents shall comply in all respects with the Health and Safety at Work Act 1974 and all subsequent related legislation and regulations. The Hirer must comply with the QEII Centre's Health and Safety policy. The QEII Centre has adopted the CDM 4Events framework, and further information and guidance (including but not limited to our H&S Policy and related risk assessments) can be obtained from our website at <http://qeiicentre.london/qeii-centre-hs-cdm/>
- (ii) Where a Production Company is contracted to prepare a room, the Hirer shall ensure that the Production Company provides to the QEII Centre as soon as practicable, and in any event not later than 30 days before the beginning of the Hire Period, a copy of its Health and Safety policy and copies of Method Statements and Risk Assessments for the work to be done. Where such policies conflict with those of the QEII Centre the Production Company will comply with the most stringent requirement.

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

15. Hazardous Substances

- (i) The Hirer shall ensure that no hazardous substance, article or equipment is brought into the Centre in connection with the Event.
- (ii) If, in the opinion of the QEII Centre, the Hirer or any other person proposes to bring or has brought into the Centre in connection with the Event any substance, article or item of equipment that might potentially be hazardous, the Hirer shall ensure that any requirements the QEII Centre may impose in relation to the transportation, storage, protection, use or other dealing with that substance, article or item of equipment are complied with.
- (iii) In this condition, a substance or article or an item of equipment is “Hazardous” if, in the opinion of the QEII Centre, it may create a risk of fire, explosion or the release of noxious gases, or may soil or cause damage to the Centre or its contents, or may create any risk to the health and safety of occupants of the Centre.

16. Equipment containing a radioactive source

- (i) The Hirer must obtain the written permission of the QEII Centre to bring into the Centre any equipment containing a radioactive source, e.g. an X-Ray machine.
- (ii) Such equipment must comply with all statutes and regulations governing equipment containing a radioactive source.
- (iii) After the equipment is installed in the Centre the Hirer must obtain from a recognised authority certification that the equipment meets the safety standards specified by legislation and provide a copy of the certificate to the QEII Centre.

17. Electrical Equipment and Installations

- (i) The Hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of the Centre.
- (ii) The QEII Centre may, at its sole discretion, require that any electrical equipment shall not be used, and, if the QEII Centre thinks fit, may require such equipment to be removed from the Centre.
- (iii) All temporary electrical installations and other electrical needs are to be provided by approved and fully qualified electricians and shall comply at a minimum with the requirements of the current edition of the IET “Wiring Regulations” with all work carried out in accordance with the Health & Safety at Work Act 1974.

18. Radio transmitting equipment

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

19. Care of the Centre

- (i) The Hirer shall use the Centre so that it is at all times maintained in a clean, tidy and safe condition.
- (ii) The Hirer shall ensure that no person:
 - (a) fixes anything to the structure or contents of the Centre;
 - (b) marks, soils or damages the structure or contents of the Centre;
 - (c) paints or constructs (save by way of approved prefabricated components) any object or structure inside the Centre;
 - (d) leaves anything in, or in any way obstructs, an emergency exit or emergency stairwell, or obstructs any notice of any emergency exit.

20. Cleaning of the Centre

- (i) The Hirer shall not later than the end of the Hire Period ensure that the Rooms are clean, undamaged and free from rubbish; and remove from the Centre any item which has been brought into the Centre in connection with the Event other than items brought in by the QEII Centre.
- (ii) If, in the opinion of the QEII Centre, the Hirer has failed to comply with paragraph (i) of this condition, the QEII Centre may, at the Hirer's expense, do all that is necessary to ensure compliance.

21. Disposal of Waste Materials left in the Centre

- (i) The Hirer is responsible for the clearance of its own rubbish, surplus and other waste materials from the Centre at the end of their event. In the event that this needs to be undertaken by the QEII Centre a charge of £100 per cubic metre (or part thereof) will apply for rubbish, surplus and waste materials exceeding two cubic metres.
- (ii) It is the Hirer's responsibility to liaise with their Event Manager at the end of their event to ascertain whether any materials left are likely to incur additional charges and if applicable what those charges will be. In the absence of any liaison the Event Manager will arrange for such materials to be measured and any charges will be added to the final invoice.

22. Disposal of Articles left in the Centre

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

- (ii) The Hirer shall be liable to pay the QEII Centre's reasonable charges (which shall be deemed to be charges payable under the Hire Agreement) for:
 - (a) doing whatever is necessary to ensure compliance with paragraph (i) of condition 22;
 - (b) storing anything in accordance with paragraph (i) of this condition.
- (iii) If the Hirer fails to pay the amounts which it is liable to pay under paragraph (ii) of this condition within 30 days of an invoice for those amounts being submitted, the QEII Centre may sell any stored article and set off the proceeds of sale against any sum due to the QEII Centre under the Hire Agreement.
- (iv) For the avoidance of doubt, it is hereby declared that the right of set off under paragraph (iii) of this condition is without prejudice to any other right of set off exercisable by the QEII Centre whether in right of the Crown or otherwise.

23. Failure of Hirer to Vacate after the Hire Period

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

- (a) without prejudice to the costs recoverable under conditions 20, 21 and 22, any costs incurred by the QEII Centre as a result of that failure; and
- (b) the amount of any losses suffered by the QEII Centre arising from such failure, including but not limited to losses arising pursuant to claims against the QEII Centre by any other person delayed in, or prevented from, obtaining access to the Rooms or the Centre for a subsequent event.

24. Refreshments

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

25. Soliciting Money

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

26. Security Badges

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

27. Security Procedures

- (i) Notwithstanding any provision contained elsewhere in these Conditions, the entry of any person or anything in to the Centre is conditional upon that person or thing complying with such security procedures as may at any time be in force.
- (ii) Without prejudice to the generality of paragraph (i), the QEII Centre may require any person or thing to be searched, and may require any container or item of equipment to be opened for inspection.
- (iii) The QEII Centre may suspend or otherwise restrict the Hirer's use of all or any part of the Centre at any time and for any period if the QEII Centre decides in its absolute discretion that this is necessary in the interests of security. If such action is considered necessary, the QEII Centre will refund the Hire Charge made for the relevant part of the Centre to which access has been suspended or restricted. The QEII Centre will not be held responsible for any other costs incurred by the Hirer.

28. Right to Eject

Notwithstanding any provision contained elsewhere in these Conditions, the QEII Centre reserves the right, in its sole discretion:

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

29. Right of Entry

- (i) The QEII Centre reserves the right to enter any part of the Rooms at any time during the Hire Period.
- (ii) The QEII Centre further reserves the right of access to the Rooms during the Hire Period to show potential new Hirers the areas. These visits will only be conducted in the areas when not in session. The Hirer must inform the QEII Centre in writing 10 working days prior to the event if this is not acceptable. The QEII Centre will endeavor to prevent any competitor organisations for the Hirer visiting during the Hirer's Event.

30. Financial Cancellation Terms

- (i) In the unfortunate circumstances that the Hirer has to cancel the booking, or part thereof, the Hire Agreement will be cancelled or amended to reflect the partial cancellation and the Hirer shall be liable at the date of termination to pay to the QEII Centre a Cancellation Charge as determined below.

Large / Medium Events

- (a) *If the date of termination, whether full or partial, precedes the date of the Event by fifteen months or more the Cancellation Charge is ten per cent of the Hire Charge of the Rooms cancelled.*
- (b) *If the date of termination, whether full or partial, precedes the date of the Event by less than fifteen months and not less than nine months the Cancellation Charge is fifty per cent of the Hire Charge of the Rooms cancelled. The QEII Centre shall use reasonable endeavours to re-license the Rooms and shall refund to the Hirer a sum equal to forty per cent of the hire charges arising from such re-licensing capped at a sum equal to forty per cent of the Hire Charge.*
- (c) *If the date of termination, whether full or partial, precedes the date of the Event by less than nine months the Cancellation Charge is ninety per cent of the Hire Charge of the Rooms cancelled. The QEII Centre shall use reasonable endeavours to re-license the Rooms and shall refund to the Hirer a sum equal to eighty per cent of the hire charges arising from such re-licensing, capped at a sum equal to eighty per cent of the Hire Charge.*

Small Events

- (a) *If the date of termination, whether full or partial, precedes the date of the Event by six months or more the Cancellation Charge is ten per cent of the Hire Charge and the Hirer has no further financial interest in the Rooms cancelled.*
 - (b) *If the date of termination, whether full or partial, precedes the date of the Event by less than six months and not less than eight weeks the Cancellation Charge is twenty-five per cent of the Hire Charge of the Rooms cancelled. The QEII Centre shall use reasonable endeavours to re-license the Rooms and shall refund to the Hirer a sum equal to fifteen per cent of the hire charges arising from such re-licensing capped at a sum equal to fifteen per cent of the Hire Charge.*
 - (c) *If the date of termination, whether full or partial, precedes the date of the Event by less than eight weeks and not less than four weeks the Cancellation Charge is fifty per cent of the Hire Charge of the Rooms cancelled. The QEII Centre shall use reasonable endeavours to re-license the Rooms and shall refund to the Hirer a sum equal to forty per cent of the hire charges arising from such re-licensing capped at a sum equal to forty per cent of the Hire Charge.*
 - (d) *If the date of termination precedes the date of the Event by less than four weeks the Cancellation Charge is ninety per cent of the Hire Charge. The QEII Centre shall use reasonable endeavours to re-license the Rooms and shall refund to the Hirer a sum equal to eighty per cent of the hire charges arising from such re-licensing capped at a sum equal to eighty per cent of the Hire Charge.*
- (ii) Any payments received on account of the Hire Charge shall be offset against the Cancellation Charge.
 - (iii) If the Hirer for any reason terminates any part of the Hire Agreement the Hirer shall be liable at the date of termination to reimburse the QEII Centre for any costs incurred on behalf of the Hirer in connection with the Hire Agreement or Event including but not limited to costs incurred in re-licensing the Rooms as set out above.

31. Termination by the QEII Centre for Breach or Anticipated Breach

- (i) If the Hirer, his servants, agents or licensees or invitees or any person using the Centre in connection with the Hire Agreement or the Event breaches or fails to observe or perform any of the Conditions, or if the Hirer fails to secure their observance or performance or if it appears to the QEII Centre that:

- (a) the Hirer intends to use the Centre for any purpose other than the Event specified in the Hire Agreement; or
 - (b) the Event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Centre or its contents; or
 - (c) the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place in a building under the control of the QEII Centre; or
 - (d) it appears to the QEII Centre that entering into the Hire Agreement with the Hirer would be inconsistent with the QEII Centre's duties under section 149 of the Equality Act 2010, then the QEII Centre may, without prejudice to any accrued rights against the Hirer, forthwith and without notice terminate the Hire Agreement.
- (ii) The Hirer shall, immediately on such termination, vacate the Centre and cause all persons and things which it has caused to be in the Centre in connection with the Event to leave or be removed.
- (iii) The QEII Centre shall be entitled to retain all sums paid under the Hire Agreement, and the Hirer shall be liable to pay forthwith the balance of any charges payable under or in connection with the Hire Agreement and any costs, losses or damages incurred or suffered by the QEII Centre or for which the QEII Centre may become liable in connection with the Event.
- (iv) The Hirer shall have no claim against the QEII Centre for any loss or damage he may sustain or have sustained nor for any liability he may incur or have incurred in consequence of such termination by the QEII Centre.

32. Termination by the QEII Centre on Insolvency or Winding Up

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

33. Force Majeure

- (i) In the event of the Centre being closed or the Centre becoming unavailable or any presentation at the event/conference being prevented or interfered with due to an event of force majeure which under this condition will include: a public disaster, riot, epidemic, fire, flood, act of God, war, civil disturbance, requirement of government or other public body, or any employment dispute of any kind which interferes with the working of the Centre or affects attendees at the event/conference or the transport facilities available to attendees, or any circumstances beyond the parties' control; each of the parties to this Hire Agreement shall be released from its obligations to the other insofar as it has been prevented from performing those obligations by any of the above mentioned occurrences of force majeure and this Agreement shall terminate immediately on provision of written notice by either party to the other. Where this condition applies, the Hirer will co-operate with QEII Centre's instructions to vacate the Centre and this obligation shall survive termination.
- (ii) If the Hire Agreement terminates under this condition, the Hirer shall as its sole remedy under the Hire Agreement be repaid all sums paid under the Hire Agreement, subject to the deduction of an amount equal to the sum of the costs incurred by QEII Centre up to the date of termination, and that part of the Total Charge attributable to that part of the Hire Period which has elapsed prior to such termination.

34. Hirer's Liability

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

35. Limitation of Liability

- (i) Notwithstanding any other provision, the QEII Centre's liability in respect of any act, omission or breach howsoever arising in connection with the Hirer and/or this Hire Agreement, and whether in contract, tort (including negligence), breach of statutory duty or otherwise:
 - (a) shall exclude any loss of profit or indirect or consequential loss or damage (even if such loss or damage was reasonably foreseeable) including but not limited to loss of goodwill, loss of opportunity and damage to reputation; and
 - (b) shall be limited to an amount equal to the Total Charge.
- (ii) Nothing in the Hire Agreement is intended to exclude a party's liability for death or personal injury caused by that party's negligence or for fraud.

36. Public Liability Insurance

- (i) The Hirer shall take out before the event and maintain during the Hire Period insurance in respect of his liabilities under condition 34 with an insurer approved by the QEII Centre and of an amount not less than ten million pounds sterling.
- (ii) The Hirer shall, at the request of the QEII Centre, produce before the Event a certificate of insurance for inspection by the QEII Centre.

37. Notices

- (i) Any notice to be given to:
 - (c) the Hirer may be sent by post or otherwise delivered to the address of the Hirer (or where the Hirer is contracting through an agent, the address of that agent) appearing in the Hire Agreement; and
 - (d) the QEII Centre may be sent by post to the Centre or otherwise delivered to the main reception at the Centre;

or such other address of which the relevant party may have given the other party written notice.

- (ii) If any notice or communication is sent by post that notice or communication shall be deemed to have been received on the date when, in the ordinary course of the post, it would have been delivered.
- (iii) Any other communication may be given by email sent to the email address of the other party appearing in the Hire Agreement or such other email address as the other party may have given the other party notice of. Delivery of a communication is deemed to have taken place, if sent by email, at the time of transmission, unless, in each case, such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur at 9.00 am on the next business day in the place of deemed receipt.

38. Entire Agreement and Variations

- (i) The Hire Agreement contains or refers to all the terms of the agreement relating to its subject matter and supersedes all prior requests, negotiations or understandings made between the parties and those terms shall not be varied or added to except by a written agreement signed by the parties.
- (ii) Each party acknowledges that in entering into the Hire Agreement it does not rely on any statement, representation, or warranty (including, but not limited to, any statement in any pamphlet or brochure) other than those expressly set out in the Hire Agreement. Nothing in this provision shall exclude liability for fraudulent misrepresentation.
- (iii) The parties may only agree to vary the terms and conditions of this Hire Agreement in writing.

39. Dual and Joint / Several Liability

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

40. Severability

If any provision of the Hire Agreement is or becomes illegal, invalid or unenforceable in any respect, it shall be removed from the Hire Agreement and the remaining provisions shall in no way be affected or impaired.

41. Marginal Notes

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

42. Further Assurance

The parties agree to do all things and to execute and complete all agreements necessary to give effect to the intent of the Hire Agreement.

43. English Law

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

44. Third Party Rights

No person may enforce any term of the Hire Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

45. Contract

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

46. Freedom of information

- (i) The Hirer acknowledges that the QEII Centre is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIRs”) and may therefore be subject to requests for information held by it, or by another person on its behalf (including but not limited to confidential information provided to it under the Hire Agreement without consulting or obtaining consent from the Hirer except that the QEII Centre shall take reasonable steps to notify the Hirer of any such request).
- (ii) The Hirer shall provide all necessary assistance and cooperation as reasonably required by the QEII Centre to enable the QEII Centre to comply with its obligations under the FOIA and the EIRs (including

but not limited to passing on any request for information the Hirer may receive) but shall not respond directly to a request for information unless authorised in writing to do so by the QEII Centre.

47. **Data Protection**

- (i) Both parties will comply with all applicable requirements of the GDPR. This condition is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the GDPR.
- (iii) Without prejudice to the generality of condition 47(i), where applicable the Hirer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data (as defined in the GDPR) to the QEII Centre for the duration and purposes of the Hire Agreement.

48. **Dispute Resolution**

Any dispute, difference, controversy, or claim arising out of or in connection with the Hire Agreement (a "*Dispute*") shall be referred to and finally resolved by arbitration under the LCIA Rules, which (save as modified by this condition 48) are deemed to be incorporated by reference (including but not limited to any defined terms) into this condition 48;

- (i) the seat, or legal place, of arbitration shall be London, England and the language shall be English;
- (ii) the number of arbitrators shall be three, nominated by (1) the Claimant (or, if more than one Claimant, the Claimants jointly); (2) the Respondent (or, if more than one Respondent, the Respondents jointly); and (3) the two co-arbitrators jointly or, if not so nominated within twenty (20) Business Days of the time-limit for service of the Response, by the LCIA Court, with the third arbitrator acting as chairperson; and
- (iii) Article 9B (Emergency Arbitrator) of the LCIA Rules and section 45 (determination of a preliminary point of law) and section 69 (appeal on a point of law) of the Arbitration Act 1996 shall not apply.