

## **Annex B**

### **Terms and Conditions**

#### **Whole agreement:**

These terms and conditions together with the written record of the agreed event plan and the booking confirmation constitute the whole agreement between the organiser and the Commission.

#### **Definitions**

**Assembly Commission:** The corporate body for the Northern Ireland Assembly is known as the Assembly Commission. The Commission is responsible for ensuring the property, staff and services are provided for the Assembly. The Commission's purpose and that of its Secretariat is to serve and support the Assembly in its role of representing the interests of the electorate; making effective legislation and influencing the executive and holding it to account.

**Parliament Buildings:** The Assembly Commission is accommodated in Parliament Buildings. This is an historical and high profile building which is located within the Stormont Estate on the outskirts of Belfast. Parliament Buildings provides some 29,400 square metres of accommodation for Members of the Legislative Assembly (MLAs) their support staff, political parties and their support staff, Ministerial support staff, the media, various service providers and the Assembly secretariat.

**Members:** Members of the Legislative Assembly (MLA)

**Grounds:** Defined as Parliament Buildings and its curtilage

#### **1. Use of Facilities:**

- 1.1 Parliament Buildings is the home of the Northern Ireland Assembly (NIA). As it is a working building all tours and functions are dependent on Assembly Business. This may occasionally mean that tours/functions will be cancelled at short notice and more regularly, that set up time or access to the building in relation to an event may be halted/prevented.
- 1.2 The Commission is the body corporate which provides the Assembly, or ensures that the Assembly is provided with the property, staff and services required for the Assembly's purposes. The Assembly Commission permits the organiser to have use of the facilities for the purpose of the event as agreed in advance with the Events Office.

- 1.3 All tours/functions held must respect the dignity of Parliament Buildings. If the Events Office, in conjunction with Ushering Service, reasonably considers that there is a breach or anticipated breach of any of the Event Regulations, he/she shall have power at his/her discretion to halt any further performance of the relevant event until such time as the breach is remedied to his/her complete satisfaction.
- 1.4 The Building/Grounds can only be used between the starting and finishing times as indicated as agreed with the Events Office and recorded on the pre-planning note. The maximum setting-up period must be included within these times and the Events Office must be made of aware of this at time of booking. Permission must be sought, as soon as possible, to alter any these timings.
- 1.5 Members of the public have an implied permission to enter Parliament Buildings when the Assembly is sitting by virtue of paragraph 2 of Schedule 6 of the Northern Ireland Act 1998. This permission can only be removed if the implied permission to enter is either revoked by the Commission or a person acting on an appropriate delegation from the Commission i.e. an authorised person under the Public Order (NI) Order 1987.  
The Assembly Commission will exercise its common law right to revoke permission to be in the building or exercise its power under Article 23 (1) (b) of the Public Order (NI) Order 1987 to require person/s to leave the building.
- 1.6 The provision of all catering must be done through the Assembly Commission's in house company.

## **2. Booking Procedure for Corporate Events & Wedding Receptions**

### **2.1 Wedding Reception**

- 2.2 No booking will be confirmed unless within 21 days of receipt of a booking request
- 2.2.1 The Assembly Commission has received a copy of these Terms & Conditions signed by the organiser; and
- 2.2.2 A £1,000 non-refundable deposit has been paid to the Commission's catering provider (which will be deducted from towards the total cost of catering).
- 2.3 The catering provider's own set of Terms & Conditions applies to the balance of the catering costs.

2.4 The Venue Hire/Facility Fee as invoiced is to be paid in full 4 weeks prior to the reception.

2.5 In the event of non-payment of the Venue Hire/Facility Fee within the time specified the Assembly Commission reserves the right to cancel your booking without any further reference to you.

**3. Organiser's Obligations: The Organiser agrees: -**

3.1 That the facilities will only be used for the relevant event;

3.2 That the relevant event will be conducted in a safe and responsible manner and in accordance with all relevant regulations, requirements and any relevant legislation;

3.2 That the organiser will have sole responsibility for the administration and organisation of the relevant event, subject to the Assembly Commission's overall administration of the Building and Grounds;

3.3 That all instructions given by the Events Office with regard to the use of the facilities and the organisation of the relevant event are strictly complied with;

3.4 To submit to the Events Office (not less than three working days before the relevant event) a full list of contractors who require access to the Building or its grounds, including vehicle details and expected arrival and departure times;

3.5 To submit to the Events Office (not less than three working days prior to the relevant event) a full list of guest's names. On specific occasions a sample invitation may be accepted so long as the organiser, or their nominated deputy, is in attendance at the reception area when the guests arrive.

3.6 That the organiser, or a nominated deputy, be in attendance at all times when contractors and guests are in the Building/Grounds.

3.7 Not to display any paraphernalia such as flags or emblems or any other displays in any part of the facilities. The display of any paraphernalia must be agreed by the Events Office in advance of the event.

3.8 Not to display any flags or emblems outside the confines of the facilities and only in exceptional circumstances will permission be granted for the securing of banners or other types of signage to the Building's gates and railings

- 3.9 To leave the facilities in a clean and tidy condition at the end of the event;
- 3.10 To ensure that the facilities are vacated immediately at the end of the stated period and that all property of persons attending the relevant event shall be removed and that the Assembly Commission shall not accept responsibility for, or any liability which results from any property of the organiser or person attending the relevant event remaining within the curtilage of the facilities;

**Under no circumstances**, will vehicles be permitted to remain overnight in the upper car park and drivers are responsible to ensure they are removed accordingly. Those vehicles not removed at the conclusion of the event will be relocated to the Lower East Car Park by Assembly Management. The relocation and all related costs will be invoiced to the event organiser.

- 3.11 That if the Building/Grounds is used for the purposes of staging the relevant event involving minors (i.e. anyone under the age of 18) or vulnerable adults and the organiser shall have procured all relevant consents from parents/guardians for the making of any film(s), and the taking of any photographs during the relevant event and the organiser shall comply with any direction given by the Events Office in respect of any use of cameras or other image capturing devices.
- 3.12 It is the organiser's responsibility to ensure that there is adequate supervision of any minors/vulnerable adults whilst present at the Building/Grounds and that adequate child protection arrangements are in place.
- 3.13 The provision of the facilities is conditional upon the organiser completing a site visit of the NIA prior to signing the contract to ensure the organiser is satisfied that the facilities meet their expectation. If the organiser is unable or unwilling to make a site visit images and descriptions are available on the NIA website which the organiser will be directed to and the Commission accepts no responsibility if the facilities do not meet the organiser's expectations on the day.

#### **4. Liability and Indemnity:**

- 4.1 The Commission accepts no responsibility for any theft, loss or damage to any property of the organiser, their contractors or guests.
- 4.2 As soon as practicable after the holding of the relevant event, the Events Office will inspect the rooms used during the event and note any

damage to the facilities. **The organiser will be given the opportunity to be present when the inspection is carried out.**

4.3 The organiser will be responsible for all damage noted by the Events Office and will indemnify the Commission against all losses, damages, costs and expenses incurred or suffered by the Commission as a result of this damage.

4.4 The organiser is responsible for guests attending the relevant event and for ensuring that they cause no damage to the Building/Grounds.

The organiser undertakes to exercise all reasonable precautions to protect the Building/Grounds and all persons on the site from any harm that might arise from the organiser's presence and that of its personnel.

4.5 The organiser is responsible for ensuring all equipment brought into the Commission is removed again immediately or as agreed with the Events Office in advance. If equipment is not removed as agreed and it is necessary for the Events Office to arrange its removal, the Commission accepts no responsibility for any damage that may incur.

4.6 Nothing in these Terms and Conditions shall exclude or limit the liability of either of the parties for (a) death or personal injury resulting from its negligence or that of its directors, employees or agents, or (b) any other liability that cannot be limited or excluded at law.

The organiser must indemnify the Commission in respect of all loss, loss of property and personal injury which it sustains by reason of the breach, non-observance or non-performance by the organiser of any of its obligations under this contract.

The organiser must indemnify the Commission in respect of all actions, claims, proceedings, expenses and damages (including any damages, compensation or sum which the Commission pays to compromise or settle any claim) and any other liabilities and all legal costs in respect of any other loss, loss of property or personal injury which (a) is caused directly or indirectly by any act or omission by the organiser or its personnel or any person associated with the organiser or (b) arises from any claim by a third party based on allegations which if true, would constitute a breach of the organiser's obligations under these Terms and Conditions.

## **5. Termination:**

5.1 In the event of any breach or non-observance of these Terms and Conditions by the organiser, or by any person involved in the

organisation of the relevant event, then the Commission may revoke with immediate effect the permission to use, or to have continued use of the facilities.

- 5.2 Where permission is revoked pursuant to clause 5.1, all payments by the organiser to the Commission shall be forfeited as liquidated damages. The Organiser shall not be entitled to any compensation or refund in the event of the Events Office having to take action under Clause 5.1 thereof.
- 5.3 The Commission reserves the right at its discretion, but for reasonable cause, to cancel the booking at any time, provided that as much notice thereof as reasonably possible shall be given to the organiser and that all charges paid are refunded. The Commission will not be liable in such an event for any consequential losses alleged to be suffered by the organiser as a result of the cancellation.

## **6. General:**

- 6.1 The staff of the Commission shall be entitled to access all parts of the Building/Grounds for the purpose of inspection, management and supervision.
- 6.2 The Commission reserves the right to change the room(s) hired by the organiser.

## **7. High Risk Events**

- 7.1 If the relevant event is deemed to be of a higher risk due to significant set ups involved or high numbers of very young, elderly or special needs guests attending, a specific Risk Assessment may have to be completed. This will be undertaken by the Events Office staff and all relevant information must be provided to the Events Office as soon as is practicable.
- 7.2 All organisers and their guests must comply with the Commission's Policy 'Security Policy Conduct and Behaviour of Visitors in Parliament Buildings' found on our website.

## **8. Insurance:**

- 8.1 The Organiser shall be solely responsible for effecting and maintaining with a reputable insurance company a policy or policies of insurance providing an adequate level of insurance cover in respect of all equipment brought into the Building/Grounds for the relevant event against risks of third party, fire and theft. The organiser will, on request,

produce a copy of all insurance policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

8.2 All such equipment shall be kept at the Building/Grounds solely at the risk of the Organiser and the Commission does not accept any responsibility in respect thereof.

8.3 The Organiser shall comply in every respect with any directions given by the Commission insurers in relation to the holding of the relevant event.

If required by the nature and scale of the event the organiser if requested by the Commission will effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all identified risks and will produce a copy of the insurance document to the Events Office in advance of the event.

## **9. Publicity & Promotion:**

9.1 All tickets and all publicity and promotion brochures, posters and other literature shall be subject to the reasonable approval of the Events Office prior to the distribution and any amendments provided by the Events Office should be implemented.

**9.2 All press releases which relate to the relevant event in relation to the Building/Grounds must be agreed by the COMMISSION Communications Office in advance of release.**

### ***Force Majeure:***

If the relevant event cannot be held because of the inability of the Commission to make the Building/Grounds available due to any cause beyond its control (including fire, explosion or other damage or any act or event of force majeure) or because of any industrial action or dispute involving the Commission, the Commission shall make a full refund to the Organiser of all monies paid by him but shall not be liable for any losses whether direct or indirect suffered by the Organiser as a result of the cancellation of the relevant event, and in respect of which the Organiser is hereby advised to make his/her own insurance arrangements.

## **Agreement of the Terms & Conditions**

I / We hereby acknowledge and agree to abide by the Terms & Conditions stated herein.

Signature (please indicate if representing a body or organisation)

Print Name

Date

**Please return a signed copy of these Terms & Conditions to confirm your booking and keep a copy for your own reference**