

Congress Centre standard conditions of hire

1. Interpretation

In these conditions the following terms shall have the following meaning: "The owners" shall mean the Trades Union Congress. "The Premises" shall mean the building owned by the owners at No.s 23-28 Great Russell Street, London WC1B 3LS. "The hall" shall mean the Congress Conference Hall, being part of the premises, together with such parts of the premises as the owners may allocate for the use of hirers of the hall. "A conference room" shall mean any room being part of the premises that the owners designate as such. "The hirer" shall mean any person who has made an application for a booking. "The Centre Director" shall mean the "owners" Centre Director or his/her authorised deputy. Words, which impart only in the singular, shall include the plural and vice versa. Where two or more persons are included in the term "the hirer" they are jointly and severally responsible for the observance and performance of these conditions.

2. Acceptance of conditions

The occupation of the hall or a conference room is permitted only on the following conditions. The owners reserve the right to alter or modify these conditions or to impose other conditions in any particular case. The booking of the hall or a conference room shall constitute an acceptance of the conditions of letting. If a temporary events notice or entertainment licence is required for the purpose of hiring then the hirer is bound by the conditions of that licence in addition to those set out below. The hirer shall ensure that all legislation relating to the use of the centre for the event, and the duty to obtain any licence or approval from any person or authority, is complied with.

3. Application for hire

A provisional booking will only be confirmed once written confirmation has been received along with an authorised signed contract. Applications will not be accepted from persons applying on behalf of other persons, unless this is declared at the time of the application. The purpose of the hire must be stated at the time of the confirmation, and the hirer must use the hall or conference room for that purpose only. The owners reserve the right to refuse any application or to cancel bookings at any time.

4. Payment for hire rates

All hire rates are payable in advance. 50% of the total hire charge to accompany the completed contract. The balance of 50% of the total hire charge must be paid by the 28th day prior to the due date of hire and no bookings will be considered firm until full payment has been received. Credit applications will be approved by the Centre Director or deputy whose decision is final.

5. Maximum capacity

The hirer shall not permit more than the maximum number of people notified to him by Congress centre to be in any room at any time. If the hirer wishes to vary the seating arrangements for a room, the Congress Centre may agree to vary the maximum permitted number of people for that room. The Congress Centre shall have the right to require people in excess of the maximum permitted number to leave either the room or, at the Centre Director or deputy's discretion, the centre.

6. Programme details

The hirer shall provide to the Congress Centre no later than 30 days before the beginning of the hire period a full programme of the event. The hirer shall bring to the attention of the Congress Centre no 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.

7. Cancellation fee

A cancellation fee is charged, for any cancellation of hire from 80 days of the hire date at 50%. For cancellation of hire from 28 days or less of the hire date the full cost of the hiring will be charged. If cancellation is within seven days a cost will be incurred for staff and equipment hire. These conditions also apply to daily delegate packages. The Congress Centre shall use its best endeavours on behalf of the hirer to resell the rooms and if successful shall refund to the hirer the contracted amount after the hire date.

8. Force majeure

The Congress Centre shall not be liable for any loss or damage caused by any interruption in or failure to provide any staff, services or rooms where such failure is due to causes beyond the control of the Congress Centre.

If the Congress Centre, by reason of circumstances beyond its control, fails to provide the rooms or a material part of the rooms ready for use at the beginning of the hire period then (unless the parties otherwise agree) the hire agreement will terminate forthwith. The Congress Centre will be under no liability whatsoever to the hirer or any sub-licence for any loss or damage which they may sustain in consequence of such termination.

If the hire agreement terminates under this condition, the hirer shall be repaid all sums paid under the hire agreement, subject to the deduction of an amount equal to the sum of costs incurred by Congress Centre up to the date of termination, and that part of the hire charge attributable to that part of the hire period which has elapsed prior to such termination.

In this condition "causes beyond its control" includes, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, strike, lockout, labour difficulties, war, shortage of materials, interruption of transport, water, electricity, gas, communication links or other services, and the need to execute urgent repairs to the centre.

9. Loss, damage and injury

The owners shall not be responsible for any loss or damage whatsoever to any property arising out of the hiring, nor for any loss, damage, personal injury or death which occurs during the hiring suffered by any person or persons visiting the premises in connection with the hiring, except to the extent that such loss, damage etc is caused by the negligence of the owners, its staff or agents. The hirers shall indemnify the owners against all claims arising out of such loss and damage or injury, and shall be responsible for taking all necessary safety precautions.

10. Damage to premises

The hirers shall indemnify the owners against all damage, which may be done to the premises, and all damage to, and loss of any fixtures, fittings, furniture or other moveable effects thereon, arising through or in the course of any hiring, and against the making good, repairing, replacement thereof. The owners shall be sole judges of the nature and amount of any damage done or loss suffered. In no circumstances may anything be affixed to any part of the premises, nor shall any other furniture be brought

onto the premises without the express previous consent of the Centre Director or deputy. The Congress Centre forms part of the building which is Grade two star listed and special attention should be paid to the wooden entrance staircase when setting up and de-rigging. The hirer is responsible for any contractors or subcontractors and will reimburse Congress Centre for any damage caused.

11. Signage

No external or internal decorations, flags, emblems, posters, placards, advertisements or notices shall be displayed upon or outside the premises without the previous express authority of the Centre Director or deputy. The hirer shall use the Centre so that it is at all times maintained in a clean, tidy and safe condition. The hirer shall ensure that no person fixes anything to the structure or contents of the centre, marks, soils or damages the centre or its contents in any way. The hirer shall ensure that no person leaves anything in, or in any way obstructs, an emergency exit or stairwell, or obstructs any notice of any emergency exit.

12. Cleaning of the centre

The hirer shall no 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 items which has been brought into the centre in connection with the event, other than items brought in by the owners. If in the opinion of the owners, the hirer has failed to comply with this condition, the owners may, at the hirer's expense, do all that is necessary to ensure compliance. The owners shall have the right to remove and discard anything left in the centre after the hire period has ended. The owners may at its sole discretion store at the hirer's risk any item that appears to be valuable. A charge determined by the Centre Director or deputies may be incurred by the hirer for storage.

13. Special lighting, amplification or audio-visual equipment

All special lighting, amplification, loudspeakers and audio-visual equipment is in the sole charge of the owners' conferencing staff. No alteration, modification or addition thereto whatsoever, shall be made without the previous express permission of the Congress Centre Director or deputies. We accept no responsibility for technical problems experienced on the day of hire if a technician has not been ordered through Congress Centre.

14. Electrical equipment and installation

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. The owners may, at its sole discretion, require that any electrical equipment shall not be used, and, if the owners think fit, may require such equipment to be removed from the centre. All temporary electrical installations are to be provided by approved electrical contractors and must comply with the requirements of the current edition of IEE "Regulations for Electrical Installations"

15. Health and safety

The hirer and his servants or agents shall comply in all aspects with the Health and Safety At Work Act 1974 and all subsequent related legislation and regulations. Where a production company is contracted to prepare a room, the hirer shall ensure that the production company provides to the owners thirty days before the start 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 carried out.

16. Persons under 16

No persons under the age of 16 shall be allowed on the premises in connection with the hiring, without the previous permission of the Centre Director.

17. Insurance risks and indemnity

The hirer shall in all respects comply with all conditions, which may be imposed by the owners' insurers in respect of any special or additional risks involved in the letting. The hirer shall take out before the event and maintain during the hire period insurance in respect of their liabilities under condition 9.

18. Sub-letting

The hirer shall not sub-let the Congress Conference Hall or conference rooms.

19. Right of entry

The right of entry to the Congress Centre is reserved to the Centre Director and to any other person or persons authorised by him/her, or by the owners.

20. Maintenance of order

The hirer shall be responsible for good order being kept in the hall or conference rooms throughout the hiring and for providing stewards at suitable places on the premises, including the street level entrance and in the meeting itself, during the hiring. The owners may charge the hirer for any extra expense that is incurred for engaging police constables to preserve order, prior to, during or after any meeting or entertainment in the hall, or conference rooms. The owners reserve to themselves the right to refuse admittance to or eject any person or objects from the centre.

21. Auction sales

Auction sales are prohibited; no part of the hall shall be used for the purpose of an auction.

22. English law

The proper law of the hire agreement shall be English Law and the hire agreement shall be deemed to have been made in England.

23. Compliance

The hirer must comply with any instructions from the Centre Director or deputies given before, during or after the hiring. In the event of the hirer refusing or failing to comply with any of these conditions, the owners may refuse admission to the premises, or terminate the hiring of the hall or conference room. In either event the hirer will still be bound by these conditions.