

Terms and Conditions for External Organisers

15 April 2018

These Terms and Conditions for External Organisers apply to organisers of events hosted on the Senedd Estate. Please read them carefully and make sure you understand them before agreeing to be an organiser of an event hosted on the Senedd Estate.

To book an event in one of the Senedd public spaces contact the Venues Bookings Team on Lleoliadau@Senedd.Cymru / 0300 200 6218 (Welsh) or Venues@Senedd.Wales / 0300 200 6208 (English)

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1. Definitions and interpretation

In these terms and conditions, the following words have the following meanings:

“**Senedd**” (“**Senedd**”) means the Welsh Parliament.

“**Senedd Estate**” (“**Ystâd y Senedd**”) includes the Senedd, Tŷ Hywel, the Pierhead and the Colwyn Bay office.

“**Senedd Proceedings**” (“**Trafodion y Senedd**”) includes Plenary and Committee meetings.

“**Data Protection Legislation**” (“**Deddfwriaeth Diogelu Data**”) means:

- i. unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then
- ii. any successor legislation to the GDPR or the Data Protection Act 1998, and the terms ‘data controller’, data subject’, ‘personal data’ and ‘processing’ will have the meaning as defined in the Data Protection Legislation.

“**Event Period**” (“**Cyfnod y Digwyddiad**”) means the period when the Venue will be available to you, as specified by our Venues Team and set out in the application form (but note that we will not usually agree any Event Period which extends beyond 20.00 hours).

“**Party**” and “**Parties**” (“**Parti**” a “**Phartïon**”) mean together the Senedd Commission and the person / company / association that wishes to organise an event.

“**Venues Team**” (“**Tîm Lleoliadau**”) means our staff responsible for planning, approving and managing activities hosted on the Senedd Estate.

“Venue” (“Lleoliad”) means the location on the Senedd Estate where the event is to be held, as specified by our Venues Team and set out in the application form.

“We”, “us” and “our” (“rydym”, “ein”, “ni” a “ninnau”) mean the Senedd Commission.

“You” and “your” (“eich” a “chi”) mean the person / company / association that wishes to organise an event hosted on the Senedd Estate (and for the avoidance of doubt does not mean a Member of the Senedd who sponsors the event). An obligation by you not to do any act, matter or thing includes an obligation not to cause or permit the doing of such act, matter or thing.

2. Licence and Definition of Venues

- 2.1.** We grant you this licence to use the Venue during the Event Period.
- 2.2.** In return, you promise to pay us one pound (£1.00) if we request.
- 2.3.** The Senedd Estate includes buildings provided primarily for the public. Before you agree to this policy, our Venues Team will have advised you whether or not the public will have general access to the Venue during the Event Period. If there will be such public access, you must ensure that the event does not interfere with public access.
- 2.4.** Each Welsh Parliament building is allocated as follows:
 - i.** The Senedd building is a platform to showcase Welsh excellence and/or having explicit links with politics
 - ii.** The Pierhead is an ‘issues’ focused building where campaigns, community initiatives and relevant artefacts are given a platform telling Wales’ political story.
 - iii.** Tŷ Hywel rooms are primarily used for meeting purposes.
 - iv.** Siambr Hywel is the Senedd’s dedicated chamber for youth debate and principal education and youth engagement centre.

New event requests will be allocated to the most suitable space.

3. Sponsorship and Invitations

- 3.1.** Your event must be sponsored solely by:
 - i.** A current Member of the Senedd;
 - ii.** A group of current Members of the Senedd;
 - iii.** The Senedd Commission (and these Rules as they apply to Members of the Senedd are deemed to apply in the same way to the Commission).
- 3.2.** If your sponsor withdraws or ceases to fall within clause 3.1 you must notify us immediately. If no alternative sponsor is secured prior to the event, we reserve the right to cancel the event and we will not be liable for any cost incurred on such a cancellation.

- 3.3. The sponsor's name(s) must be prominently displayed on all event invitations.
- 3.4. Invitations must not include the Senedd's logo.
- 3.5. The sponsor, or an authorised representative of the sponsor, must attend the event.

4. Events Bookings and Guidelines

- 4.1. All enquiries to use the Senedd estate are managed by the Venues Team, on

Lleoliadau@Senedd.Cymru / 0300 200 6218 (Welsh) or

Venues@Senedd.Wales / 0300 200 6208 (English)

- 4.2. New requests are evaluated no earlier than 6 months prior to the event.
- 4.3. Applications can be made prior to the decision month date. These applications will be held on file and considered six months prior to the month of the event. New applications to hold events on the estate are assessed based on the following criteria:
 - i. align with Senedd Business, powers, or strategic priorities;
 - ii. reflect the pattern of the business week.
- 4.4. Organisers are able to express three preferred dates for their activity, and the Venues Team assesses the suitability of the proposal and allocates the most appropriate space based on content and capacity.
- 4.5. Once an assessment is made, the Venues team proposes the most appropriate space and timeslot for the activity.
- 4.6. There are limited slots available outside of core business hours and a charge applies. Core business hours tend to reflect the activity of Plenary and Committee meetings.
- 4.7. Only upon receipt of Member of the Senedd sponsorship, can an activity be confirmed by the Venues Team.
- 4.8. The event must be open to all Members of the Senedd.

5. Our Obligations

We will:

- 5.1.** on commencement of the Event Period, give you access to the Venue free from obstruction and in good, clean and tidy condition;
- 5.2.** allow access to guests and other participants of which you have notified us in advance (but see also clause 7);
- 5.3.** provide security staff as we consider appropriate;
- 5.4.** comply with all applicable laws.

6. Your Obligations

You will:

- 6.1.** use the Venue only for the purpose of hosting the event;
- 6.2.** follow the reasonable instructions of our staff during the Event Period;
- 6.3.** not use the Venue for the purpose of:
 - i.** personal activity of any kind, including but not limited to weddings and parties;
 - ii.** personal business or commercial communications;
 - iii.** party-political activity of any kind, including but not limited to, campaigning for party-political votes or support, party-political fundraising, recruitment of party members and publicising of party-political meetings;
 - iv.** campaigning for a particular result in any referendum; or
 - v.** campaigning for the election or re-election of particular candidates for any public office (including the Member of the Senedd in question).

We will decide any question as to whether an event falls within any of these purposes;

- 6.4.** not use the Venue for activities which are for financial gain (including fundraising of any kind); no monetary transactions may take place as part of the event, and any exhibition must not include any price indication;

- 6.5.** not use the Venue for activities which are dangerous, offensive, illegal or immoral, or are likely to cause nuisance or annoyance to local residents;
- 6.6.** not to charge any guest for attending an event;
- 6.7.** if the event is in the Senedd building and Senedd Proceedings are taking place:
 - i.** not test any audio visual equipment;
 - ii.** not play any music or instrument; and
 - iii.** not deliver a speech or make a presentation, without our prior written consent;
- 6.8.** comply with health and safety legislation (but see also clause 9);
- 6.9.** not discriminate against, harass or victimise any person within the meaning of the Equality Act 2010;
- 6.10.** not bring into the Venue any animals (except assistance dogs) without our prior consent;
- 6.11.** have satisfied yourself as to the suitability of the facilities at the Venue before agreeing these terms and conditions, and that we will not be responsible for any inadequacy of the facilities;
- 6.12.** adhere to the specified venue as designated by the Venues Team;
- 6.13.** not make any alterations or additions to the Venue without our prior written consent;
- 6.14.** not use any material, equipment, branding, advertising or event invitations, in electronic format or otherwise, without our prior consent;
- 6.15.** submit any proposed visuals for approval at least 2 working days prior to the event;
- 6.16.** submit the final guestlist at least 2 working days prior to the event.
- 6.17.** provide your own technicians to install and remove your exhibition items if you are displaying an exhibition;
- 6.18.** arrange any catering or refreshments through our authorised caterers only;

- 6.19.** not bring any food or drink to the Venue without our prior consent (and if we give such consent you must comply with any conditions we impose with regard to the food or drink);
- 6.20.** where we give consent with regard to food or drink under clause 6.19 above:
 - i.** any food item brought onto the Senedd Estate for the purpose of the event must be sourced from, prepared by, stored by and transported by a business which is registered as a food business with a local authority; and
 - ii.** the registered food business must hold sufficient product liability insurance and public liability insurance to cover any obligations arising in law with regard to the food or drink brought onto the Senedd Estate;
- 6.21.** not set up any activity or test any audio-visual equipment without prior agreement with the Venues Officer;
- 6.22.** provide evidence that any external equipment has been PAT tested and such equipment must be searched before being brought onto the estate;
- 6.23.** at the end of the Event Period, remove all your equipment and other materials and leave the Venue in good, clean and tidy condition;
- 6.24.** pay us the cost of making good all damage to the Venue suffered during the Event Period excluding fair wear and tear;
- 6.25.** not sublet the venue allocated to your event;
- 6.26.** not contravene the Senedd's Equal Opportunities Policy;
- 6.27.** comply with all applicable laws;
- 6.28.** not bring to the Venue any material that may or is likely to, cause offence, as deemed by the Llywydd and/or the Chief Executive or, under their delegated authority, by the Venues team;
- 6.29.** if children or vulnerable adults are expected to attend the event, comply with clause 10.
- 6.30.** The Senedd Commission reserves the right to charge the additional cost of hosting activities which give rise to unplanned or additional or out of business hours resource costs which would otherwise have to be resourced

by the Senedd Commission. Costs include, but are not limited to, staff overtime for additional security staff, audio visual operations and venues officers.

7. Guest Names, Guest Conduct and Security

- 7.1.** You must provide us with a list of the names of guests and other participants attending the event, at least 3 working days prior to the event.
- 7.2.** You may revise the list of names no later than 2 working day before the start of the event. Our security staff will carry out such security checks at the entrance to the Senedd Estate as our security staff consider appropriate.
- 7.3.** We reserve the right to refuse access to anyone on the grounds that they are wearing, or are in possession of, protest clothing, protest banners or other protest items, which have not been agreed by us in writing in advance.
- 7.4.** We reserve the right to remove (or refuse access to) any guest or other event participant acting in a way which, in our reasonable opinion, may:
- i. cause a breach of the peace;
 - ii. be considered harmful, undesirable or offensive;
 - iii. harm the reputation of the Senedd; or
 - iv. disrupt the business of the Senedd.
- 7.5.** We reserve the right to refuse access to any guest or guests on any health and safety grounds we may deem necessary.

8. Amendments

8.1. If you request any amendments to the event, you must do so within the following time limits. We will endeavour to accommodate your request, but we will not be under any obligation to do so.

8.2. Major amendments – 14 working days before the event

Major amendments mean:

- i. changes to equipment or services that use external contractors or our on-site contractors and/or will require our significant input;
- ii. an increase or decrease in numbers that would necessitate a relocation of the event;
- iii. major changes to the timing of the event that may affect the business of the Senedd or the start and finish time of the event.

8.3. Medium amendments – 7 working days before the event

Medium amendments mean:

- i. changes to any electronic or audio-visual presentations to be used at the event;
- ii. changes to equipment or services provided by us;
- iii. significant changes to the layout of the Venue;
- iv. changes to the number of attendees that would affect venue suitability;
- v. minor adjustments to the programme of the event that do not affect its start and finish time.

8.4. Minor amendments – on the day of the event

Minor amendments mean:

- i. Slight changes to the layout of the Venue.

9. Health and Safety

- 9.1.** You must promptly notify us of any health and safety hazards which arise (or may arise) in connection with the event.
- 9.2.** If required, you must complete a health and safety risk assessment in a form acceptable to us as soon as you receive confirmation of your event application.
- 9.3.** During the Event Period, you must comply with any health and safety directions given or measures implemented by us at the Venue.
- 9.4.** You must not bring to the Venue:
- i. any munitions or pyrotechnics; or
 - ii. any other thing which we notify you of in advance of the Event Period.
 - iii. any material likely to cause offence in the opinion of the Llywydd and/or Chief Executive, or under their authority delegated to the team settings
- 9.5.** Fire exits must be kept clear at all times and cables must be secured so that they do not create a health and safety hazard.
- 9.6.** You must comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to persons attending the Venue during the Event Period.

10. Children and vulnerable adults

- 10.1.** If children or vulnerable adults are expected to attend the event, you must comply with this clause 10.
- 10.2.** If any activity carried out at your event will be regulated activity relating to children or vulnerable adults for the purposes of the Safeguarding of Vulnerable Groups Act 2006 (as amended from time to time), you must:
- i. ensure that you have undertaken an enhanced disclosure check through the Disclosure and Barring Service in respect of each person engaged in the regulated activity;

- ii. at least 30 working days before the date of the event, provide evidence that you have carried out those enhanced disclosure checks; and
- iii. not allow the person to be engaged in the regulated activity if you either know, or have reasonable cause to believe, that:
 - a) they are barred from regulated activity under section 3 of the Safeguarding of Vulnerable Groups Act 2006; or
 - b) their previous conduct or records indicate that they are not a suitable person to work with, or that they may present a risk to, children or vulnerable adults who attend the event.

10.3. You are responsible for ensuring that any children who attend the event but are not accompanied by a parent, guardian or carer are adequately supervised throughout the Event Period. You must ensure that there is an appropriate number of suitable persons at the event to carry out this supervision.

11. Service Providers

11.1. You must not invite or engage any person to perform or provide any kind of entertainment or other services at your event without our prior written consent.

11.2. We may withdraw such consent at any time if, in our reasonable opinion, such person may:

- i. cause a breach of the peace;
- ii. be considered harmful, undesirable or offensive;
- iii. harm the reputation of the Senedd; or
- iv. disrupt the business of the Senedd.

11.3. You acknowledge that we will not be responsible for any loss suffered by you as a result of the withdrawal of such consent, including but not limited to any cancellation charges.

11.4. You will be responsible for and, to the fullest extent permissible by law, liable for the acts and omissions of any person attending your event.

12. Intellectual Property

- 12.1.** You will ensure that no advertising or other material or equipment (whether in electronic format or otherwise) used in connection with the event infringes any copyright, trademark or other proprietary right of any person.
- 12.2.** Live performances of any type or performances of recorded music will only be permitted where shown to be compliant with and permitted by any prevailing licensing regime and agreed by our Venues Team in advance.

13. Suspension and Cancellation

- 13.1.** We reserve the right to suspend, cancel or relocate the event should unforeseen Senedd matters need to take priority.
- 13.2.** If any situation arises before or during the Event Period which, in our reasonable opinion, amounts to:
- i. a breach by you of these terms and conditions,
 - ii. a danger to public safety, or
 - iii. interference with the business of the Senedd,
- then we may control in such manner and to such extent as we consider necessary the situation (including the right to move, suspend or cancel the event).
- 13.3.** If either Party commits a material breach of the Terms and Conditions for External Organisers, the other Party may terminate its agreement to the Terms and Conditions for External Organisers immediately by giving notice in writing to the Party in breach.
- 13.4.** If agreement to the Terms and Conditions for External Organisers terminates in accordance with clause 13.3 during an event, the event will end immediately and both Parties will use their best endeavours to vacate the Venue of guests and other participants safely and without delay.

14. Insurance

- 14.1.** You must have appropriate insurance in respect of the potential risks arising from the event and your obligations under these terms and conditions for external organisers.
- 14.2.** You must provide evidence of appropriate insurance if requested.

15. Data Protection

- 15.1.** The Parties will be acting separately as data controllers and, as such, will be subject to and comply in all respects with their obligations under the Data Protection Legislation when processing personal data in connection with and for the purposes of this Terms and Conditions for External Organisers.

Where necessary, and acting reasonably, the Parties will co-operate to discharge these obligations.

- 15.2.** The personal data we will be processing for these purposes relates to the names and any other personal data of staff and guests you notify to us. This data may include special categories of personal data including, but not limited to, dietary, access and communication requirements. It may also include pictures and videos of individuals if filming takes place at the event. The data will be processed for the general administration, promotion, hosting, reporting and a record of the event, and to carry out any security checks on your staff we may deem necessary. We may contact you to seek feedback following the event. Any personal data we hold relating to the event will be kept for a period of one year. We may contact you or the data subjects during that year to seek permission to hold it for a longer period. It will be stored securely, either on our ICT network, which includes third party cloud services provided by Microsoft, or in our secure offices. Any transfer of data by Microsoft outside of the EEA is covered by contractual clauses under which Microsoft ensure that personal data is treated in line with European legislation.
- 15.3.** Members of the Senedd involved with the event may also process personal data related to it. Members of the Senedd are Data Controllers in their own right. To the extent Members of the Senedd carry out such processing, they will be asked to do so in accordance with these data protection provisions.

- 15.4.** If photography and/or filming is to occur at the event, signage must be erected and clearly visible alerting guests and staff to the fact:
- i. such filming is taking place;
 - ii. that pictures and video of the event may be shared;
 - iii. the media or channels through which that sharing will occur (including but not limited to social media, third party websites and print media);
 - iv. that they should notify a member of our staff and/or a member of your staff if they do not wish to be filmed; and
 - v. the Party so notified should notify the other Party of this as soon as reasonably practicable. If so notified, filming of staff, or the guest or guests in question, must not take place. Where possible, we will offer a filming free zone, if notified in advance.
- 15.5.** Members of the Senedd attending the event may also undertake filming and will be asked to adhere to the above filming provisions. The basis of the processing we and/or Members of the Senedd carry out will be to discharge parliamentary functions, specifically to promote public engagement of the Senedd. As a separate data controller, you undertake that you will only carry out processing related to the event, including filming where this takes place, on a basis permitted by the Data Protection Legislation.
- 15.6.** You will notify individuals of your intention to share their personal data with us for the purposes of the event, and also draw to their attention the processing and privacy provisions set out herein.
- 15.7.** Where it is necessary to collect personal data in respect of any child attending the event who is below the age of 16, you must obtain explicit consent from the person with parental responsibility for that child to the processing of the child's personal data envisaged in this clause 15.
- 15.8.** Other than that listed above, we will not disclose any personal data we hold unless we are required to do so by law.
- 15.9.** If any individual whose data we process for the purposes set out above would like to:
- i. engage any of the rights they have under the Data Protection Legislation (such as the right to: request access to their own data; or, in

certain circumstances, the rights to update or correct it, object to, or restrict our use of it);

- ii. ask a question; or
- iii. make a complaint about how your information has been used;

they should contact the Senedd's Information Governance Manager (Alison.Bond@senedd.wales). They can also make a complaint to the Information Commissioner's Office (ICO) if they believe we have not used their data in line with the law. The ICO's Contact details can be found on its website: www.ico.org.uk

16. Liability and Indemnity

16.1. To the full extent permitted by law we will not, in the absence of fraud, fraudulent misrepresentation or wilful neglect, be liable for any:

- i. personal injury, whether fatal or otherwise (save where caused by our negligent act or omission or wilful neglect);
- ii. loss or damage of any kind and howsoever caused; or
- iii. claims, demands, actions, expenses, liabilities, judgements, settlements, civil penalties damages, and costs (including all interest, penalties and legal and other professional costs and expenses);

under or in connection with these Terms and Conditions, whether arising in contract, tort, negligence, breach of statutory duty or otherwise.

16.2. You will fully indemnify us from and against all claims, demands, actions, losses, (including without limitation loss of reputation, loss or damage to property, injury or death to any person and loss of opportunity to deploy resources elsewhere) expenses, liabilities, judgements, settlements, civil penalties damages, costs (including all interest, penalties and legal and other professional costs and expenses) made against us arising by reason of:

- i. your negligence, breach of these terms and conditions, breach of statutory duty or otherwise; or
- ii. The acts or omissions of any person attending your event.

17. Confidentiality

- 17.1.** Each Party undertakes that it will not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 17.2.
- 17.2.** Each Party may disclose the other party's confidential information:
- i. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these terms and conditions. Each Party will ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 17;
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18. Dignity and Respect Policy

- 18.1.** We expect everyone holding events on our estate to adhere to our **dignity and respect policy** which states that:

We expect anyone who uses our premises to respect those who work here and to uphold the high standards of conduct set out in this policy. If there are complaints about the conduct of anyone undertaking work at, or visiting, the Senedd, constituency offices or wherever we are conducting business, we will investigate and where appropriate, we will take these issues up with their employer. Where appropriate, we will report the matter to the police.

19. Announcements

- 19.1.** You must not make any public announcement concerning your use of the Venue without our prior consent.
- 19.2.** You must obtain our approval of any publicity material which you plan to use at least 10 working days before the Event Period. If you fail to comply, we reserve the right to cancel the event.
- 19.3.** Without prejudice to clauses 19.1 and 19.2, if the event generates media publicity, whether that it positive or negative publicity, you must meet with us to agree an approach before responding to, or otherwise engaging with, any media organisation in connection with the event.

20. Events Beyond Reasonable Control

- 20.1.** Neither Party will be in breach of the Terms and Conditions for External Organisers nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party will be entitled to a reasonable extension of time (as agreed between the Parties) for performing such obligations. If the period of delay or non-performance continues beyond that reasonable time, either Party may terminate its agreement to the Terms and Conditions for External Organisers with immediate effect.

21. Rights of Third Parties

- 21.1.** A person who is not a Party to the Terms and Conditions for External Organisers shall not have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

22. Variation

- 22.1.** No variation of the Terms and Conditions for External Organisers shall be effective unless it is in writing and signed by both Parties.

23. No Assignment

- 23.1.** The Terms and Conditions for External Organisers is personal to the Parties. Neither Party may assign or transfer any rights or obligations under the Terms and Conditions for External Organisers.

24. Entire Agreement

- 24.1.** The Terms and Conditions for External Organisers constitutes the entire agreement between the Parties and they supersede and extinguish all previous agreements and representations and understandings between you and us (whether written or oral) relating to hosting activities on the Senedd Estate.

25. Governing Law and Jurisdiction

- 25.1.** The Terms and Conditions for External Organisers will be governed by the law of England and Wales, as it applies in Wales.
- 25.2.** The Parties agree that the courts of England and Wales, sitting in Wales, will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms and Conditions for External Organisers.