

National Assembly for Wales Commission Events Terms and Conditions

The following terms and conditions apply to and regulate the use of the event areas across the National Assembly for Wales Commission (the Assembly) estate. Permission for the use of these areas is conditional upon compliance with these terms and conditions.

Failure to comply with these terms and conditions may result in the cancellation of an existing booking, refusal to hold future events, exhibitions or meetings on the Assembly estate, and liability for any claims the Assembly may be entitled to make under these terms and conditions.

The application and interpretation of the terms and conditions set out in this document, and any other guidance expressly referred to, initially rests on the good sense and co-operation of the individual event organiser and the relevant Assembly Event Officer. Thereafter, the Events Team is responsible for dealing with any matters of interpretation, and final responsibility for interpretation and enforcement lies with the Assembly Directorate.

1. Definitions

“We” means the National Assembly for Wales Commission, and “us” and “our” are also used in relation to the National Assembly for Wales Commission.

“You” means the person (whether a natural person or a legal person) that has applied to host an event on the National Assembly for Wales Commission estate, and “your” is also used in relation to that person.

“Copyright work(s)” means a work of any of those descriptions in which copyright subsists as defined by section 1(2) of the Copyright, Designs and Patents Act 1988.

“Estate” means those buildings comprising the Senedd, the Pierhead and Tŷ Hywel.

“Event” means the event referred to in the Event Enquiry Form.

“Event Organiser” means the person or organisation that wishes to use the Assembly’s event facilities and premises to stage and event in accordance with these terms and conditions.

“Guidance” means the information and obligations contained in the following documents:

- National Assembly for Wales Events Policy;
- National Assembly for Wales Events Guidelines;
- Information for Guests Attending Events at the National Assembly for Wales;

- National Assembly for Wales Acceptance Correspondence (comprising the Initial Acceptance Letter/Email and Site Visit Confirmation Letter/Email).

“National Assembly for Wales Commission” means the corporate body responsible for ensuring the necessary property, staff and services are provided to the national Assembly for Wales. It owns the Estate and is the body that enters into contracts with event organisers for events held on the estate. The generic description, “National Assembly for Wales”, is used in the other guidance documentation which is referred to and incorporated into these terms and conditions, but this description should be read to mean “National Assembly for Wales Commission” where legally relevant.

“Terms and conditions” means the terms and conditions set out in this document and all other requirements, terms, conditions, limitations or similar obligations set out in the guidance.

2. Space Allocated

Please note that the buildings on the Assembly estate are primarily for the public. You should ensure that your event/exhibition does not impinge on their use.

Fire exits should be kept clear at all times and you must ensure your equipment and personnel do not obstruct them in any way.

Approval to move any furniture in the allocated event area must be obtained from your Events Officer.

3. Health and Safety

You have a duty of care to yourself, your guests, other occupants and users of the Assembly estate in respect of health and safety, and should take all reasonable steps to avoid injury to persons or damage to property in the preparation and delivery of your event.

You are responsible for obtaining all necessary consents concerning health and safety, public health and licensing that may apply to your event where not already obtained or provided by the Assembly.

Event organisers are responsible for carrying out a health and safety assessment of their exhibition panels and displays and the Assembly reserves the right to remove any display that is deemed to pose a health and safety risk.

There must be no trailing cables, and all cables must be secured and/or taped to the floor.

If your exhibition is heavy or if you need help to bring it into the building, you must advise the Events Team beforehand. The Assembly

has a small team of porters who are available to help, by prior arrangement. For porter assistance, all event materials must comply with health and safety guidelines relating to safe lifting practices (i.e. with recommended weight, size and shape restrictions).

4. Sponsorship of event

Your event has been sponsored by an Assembly Member (AM) or Assembly group and must continue to be sponsored for the event to proceed. In the event that the existing sponsorship is withdrawn or that a sponsoring AM ceases to be a Member for any reason, and in the event that alternative sponsorship is not secured within a 10 working days, or prior to the event date if shorter, we reserve the right to cancel the event.

5. Financial gain, fundraising and branding

No individual or organisation may profit financially, directly or indirectly, from hosting an event on the Assembly estate. We reserve the right to cancel the event if we discover that it is being organised or promoted in a manner calculated to achieve financial gain.

All accommodation is made available free of charge and must not be used for financial gain, this includes fundraising of any kind. No charge should be levied for events or meetings held on the Assembly estate.

You must comply with the directions as to branding set out in the accompanying guidance. We reserve the right to remove from view any branding material not approved in advance of the event.

6. Preparation for and conduct at the event

You must provide us with a list of the names of the guests and other participants attending the event no later than 5pm on the Thursday of the week prior to your event.

A revised list of the names of guests and other participants may be submitted no later than 48 hours before the scheduled start of the event.

It is your responsibility to ensure that all guests are provided, in advance of the event, with all necessary information and directions to access the event (as more particularly set out in the Information for Guests Attending Events). We reserve the right to refuse admission to late arrivals.

You, and all persons assisting or representing you in any capacity at the event, must comply with these terms and conditions and all other guidance as to the conduct of the event, and must comply with any reasonable request received from our officers or staff. We reserve the

right to remove any guest or other participant who fails to comply with the Code of Behaviour detailed in the Events A-Z guidance.

You must keep the allocated event area in a clean and tidy condition, and any litter or rubbish must be removed before vacating the premises.

Live performances of any type or performances of recorded music will only be permitted where shown to be compliant with any prevailing licensing regime and agreed in advance by the Events Team.

7. Cancellation

Assembly business takes precedence over all event bookings and we reserve the right to relocate, postpone or cancel the event without prior notice when necessitated by Assembly business. The relocation, postponement or cancellation of the event in these circumstances does not constitute a breach of contract and does not render the Assembly liable to pay damages or any other form of compensation.

8. Amendments

Subject to any alterations necessitated by Assembly business, the facilities we provide for the event will be as specified in the site visit. We may agree to amend minor details of the event at our sole discretion, but will under no circumstances agree to such an amendment unless you have provided us with the minimum period of notice in accordance with the following schedule:

Major amendments — 10 clear working days

Major amendments are classified as:

- changes to equipment and services that use external contractors and/or will require significant Assembly staff input;
- an increase or decrease in numbers that will necessitate the relocation of the event to another room or area;
- major changes to the timing of the event that may affect the working of the Assembly or the schedule of your AM sponsor or guest parliamentary speaker.

Medium scale amendments — 7 clear working days

Medium scale amendments are classified as:

- changes to equipment or services that are provided by the Assembly or on-site contractors;
- adjustments to agreed room layout;
- minor adjustments to the programme of your event that don't affect the start and end times but that may affect the delivery of hospitality and other services during the event itself.

Minor amendments — on the day

Minor amendments are classified as:

- slight changes to room layout and services.

9. Liability and insurance

To the extent permitted by law you shall be liable for and shall indemnify the Assembly against all claims, proceedings, costs and expenses arising from, or in connection with, your use of the Assembly's premises, facilities or materials.

Without prejudice to your obligation to indemnify the Assembly in the terms set out above, you are required to take out and maintain insurance sufficient to cover any such liability or indemnity, and produce evidence of that insurance upon request.

To the extent permitted by law the Assembly, its servants or agents will not be liable for any injury, loss cost or expenses to you or your guests resulting from this agreement or sustained whilst using the Assembly's premises, facilities or materials.

10. Data Protection and confidentiality

We will comply in all respects with the provisions of the Data Protection Act 1998 and all other applicable laws and regulations relating to data protection and/or privacy.

The contents of our agreement with you and your personal data will not be disclosed to any third party other than for purposes in connection with the organisation and delivering of your event.

Where the copyright work(s) include oral presentations, including but not confined to speeches, which contain personal and/or sensitive personal data, you consent to the use of that data for the promotion of the event as set out in the guidance documents and these terms and conditions, including for the purposes set out in section 11 below.

11. Intellectual property

In consideration for us agreeing to display the copyright work(s) at our premises, you hereby grant to us:

- (a) your exclusive and royalty-free permission to display the copyright work(s) at our premises for the duration of the event;
- (b) your non-exclusive and royalty-free permission to make (or authorise others to make) any photograph, film, recording or video of the copyright work(s) and to include the same in any advertising, brochures, publicity, materials, films, videos, TV broadcasts, websites, online streaming or any other media whatsoever; and
- (c) the right to issue publicity relating to the copyright work(s) and to use and publish your name, photograph or likeness, and details about you for such purposes, if we wish to do so.

12. Governing law

These terms and conditions are governed by and subject to the exclusive jurisdiction of the courts of England and Wales.

No provision of these terms and conditions or any of the accompanying guidance confers any rights on third parties and the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

These terms and conditions and the documents referred to herein constitute and represent the whole agreement between us, and supersede all prior written and verbal communications.

13. Acceptance

In consideration of the payment of one peppercorn by you, if demanded, we agree to provide the services and facilities set out in the National Assembly for Wales Acceptance Correspondence and subject to these terms and conditions.

Signed for and on behalf of the National Assembly for Wales
Commission:

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Name:

Position:

Date:

Signed for and on behalf of

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Name:

Position:

Date: