

**National Assembly for Wales**

# Event Spaces Terms and Conditions



**National Assembly for Wales**  
Front of House

The National Assembly for Wales is the democratically elected body that represents the interests of Wales and its people, makes laws for Wales and holds the Welsh Government to account.

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

## **01. Definitions and interpretation**

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

**“Assembly”** means the National Assembly for Wales.

**“Assembly Estate”** includes the Senedd, Tŷ Hywel, the Pierhead and the Colwyn Bay office.

**“Assembly Proceedings”** includes Plenary and Committee meetings (we will notify you when Assembly Proceedings are taking place);

**“Event Period”** means the period when the Venue will be available to you, as specified by our Events Team (but note that we will not usually agree any Event Period which extends beyond 20.00 hours).

**“Events Team”** means our staff responsible for planning, approving and managing events hosted on the Assembly Estate.

**“Venue”** means the location on the Assembly Estate where the event is to be held, as specified by our Events Team.

**“We”, “us” and “our”** mean the National Assembly for Wales Commission.

**“You”** and **“your”** mean the person / company / association that wishes to organise an event hosted on the Assembly Estate (and for the avoidance of doubt does not mean an Assembly Member 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.

## **02. Licence and Venue**

**02.01.** We grant you a licence to use the Venue during the Event Period.

**02.02.** In return, you promise to pay us one pound (£1.00) if we request.

**02.03.** The Assembly Estate includes buildings provided primarily for the public. Before you agree to these terms and conditions, our Events 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.

## **03. Event Sponsorship and Invitations**

**03.01.** Your event must be sponsored solely by:

- (a) a current Assembly Member,
- (b) a group of current Assembly Members,
- (c) the National Assembly for Wales Commission, or
- (d) any combination of those mentioned in 3.1(a) to (c).

**03.02.** We will decide any question as to whether your sponsor falls within clause 3.1.

**03.03.** 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.

**03.04.** The sponsor's name(s) must be included on all event invitations.

**03.05.** Event invitations must not include the Assembly's logo.

**03.06.** The sponsor, or an authorised representative of the sponsor, must attend the event.



## 04. Events Guidelines

**04.01.** The event must be open to all Assembly Members.

**04.02.** The event must meet at least one of the following criteria:

- (a) encourage and develop public awareness of, and engagement with, the Assembly and/or the democratic process;
- (b) provide a platform for Welsh influence at home or abroad;
- (c) promote significant historical, constitutional or cultural events with a clear link to democracy and / or the history, role or work of the Assembly.

## 05. Our Obligations

We will:

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

## 06. Your Obligations

You will:

- 06.01.** use the Venue only for the purpose of hosting the event;
- 06.02.** follow the reasonable instructions of our staff during the Event Period;
- 06.03.** not use the Venue for the purpose of: (i) personal, business or commercial communications; (ii) party-political activity of any kind, including but not limited to, campaigning for party-political votes or support, party-political fund-raising, recruitment of party members and publicising of party-political meetings; (iii) campaigning for a particular result in any referendum; (iv) campaigning for the election or re-election of particular candidates for any public office (including the Assembly Member in question). And we will decide any question as to whether an event falls within any of these purposes;
- 06.04.** not use the Venue for activities which are for financial gain (including fundraising of any kind), and no monetary transactions may take place as part of the event, and any exhibition must not include any price indication;
- 06.05.** not use the Venue for activities which are dangerous, offensive, illegal or immoral, or are likely to cause nuisance or annoyance to local residents;
- 06.06.** not charge any guest for attending an event;
- 06.07.** not permit any form of filming or recording or photographing of the Venue without our prior written consent, and subject to such terms as we impose;

- 06.08.** if the event is in the Senedd and Assembly 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;
- 06.09.** comply with health and safety legislation (but see also clause 9);
- 06.10.** not discriminate against, harass or victimise any person within the meaning of the Equality Act 2010;
- 06.11.** not bring into the Venue any animals (except assistance dogs) without our prior consent;
- 06.12.** 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;
- 06.13.** not make any alterations or additions to the Venue without our prior written consent;
- 06.14.** not use any material, equipment, branding, advertising or event invitations, in electronic format or otherwise, without our prior consent;
- 06.15.** if you are displaying an exhibition, provide your own technicians to install and remove your exhibition items;
- 06.16.** arrange any catering or refreshments through our authorised caterers only (but see clause 6.17);
- 06.17.** 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);

**06.18.** where we give consent with regard to food or drink under clause 6.17 above:

(a) any food item brought onto the Assembly 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

(b) 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 Assembly Estate;

**06.19.** at the end of the Event Period, remove all your equipment and other materials and leave the Venue in good, clean and tidy condition;

**06.20.** pay us the cost of making good all damage to the Venue suffered during the Event Period (excluding: (i) fair wear and tear; (ii) damage caused by a risk covered by our insurance; and (c) damage caused by us);

**06.21.** comply with all applicable laws.



## **07. Guest Names, Guest Conduct and Security**

**07.01.** You must provide us with a list of the names of guests and other participants attending the event, no later than 17:00 on the Thursday of the week prior to your event.

**07.02.** You may revise the list of names no later than 48 hours before the start of the event. Our security staff will carry out such security checks at the entrance to the Assembly Estate as our security staff consider appropriate.

**07.03.** 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.

**07.04.** 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:

- (a) cause a breach of the peace;
- (b) be considered harmful, undesirable or offensive;
- (c) harm the reputation of the Assembly; or
- (d) disrupt the business of the Assembly.

## 08. Amendments

**08.01.** 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.

**08.02.** Major amendments – 10 clear working days before the event

### **Major amendments mean:**

- Changes to equipment or services that use external contractors and/or will require our significant input.
- An increase or decrease in numbers that would necessitate a relocation of the event.
- Major changes to the timing of the event that may affect the business of the Assembly or the start and finish time of the event.

**08.03.** Medium amendments – 7 clear working days before the event

### **Medium amendments mean:**

- Changes to any electronic or audio-visual presentations to be used at the event.
- Changes to equipment or services provided by us or our on-site contractors.
- Significant changes to the layout of the Venue.
- Minor adjustments to the programme of the event that do not affect its start and finish time.



Minor amendments – on the day of the event

**Minor amendments mean:**

- Slight changes to the layout of the Venue.

## 09. Health and Safety

- 09.01.** You must promptly notify us of any health and safety hazards which arise (or may arise) in connection with the event.
- 09.02.** You must complete a health and safety risk assessment in a form acceptable to us. You must provide this risk assessment to us at least ten clear working days before the Event Period.
- 09.03.** During the Event Period, you must comply with any health and safety measures implemented by us at the Venue.
- 09.04.** You must not bring to the Venue:
- any latex balloons, munitions or pyrotechnics; or
  - any other thing which we notify you of in advance of the Event Period.
- 09.05.** 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.
- 09.06.** 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. Intellectual Property

- 10.01.** 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.
- 10.02.** 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 by our Events Team in advance.

## 11. Suspension and Cancellation

**11.01.** If any situation arises during the Event Period which, in our reasonable opinion, amounts to:

- (a) a breach by you of these terms and conditions,
- (b) a danger to public safety, or
- (c) interference with the business of the Assembly,

then we may control in such manner and to such extent as we consider necessary the situation (including the right to suspend or cancel the event).

**11.02.** If either party commits a material breach of the Events Terms and Conditions or the Food Terms and Conditions, the other party may terminate its agreement to the Events Terms and Conditions and/or the Food Terms and Conditions immediately by giving notice to the party in breach.

**11.03.** If agreement to the Events Terms and Conditions and/or the Food Terms and Conditions terminates in accordance with clause 11.2 during an event, the event shall end immediately and both parties shall use their best endeavours to vacate the Venue of guests and other participants safely and without delay.



## **12. Insurance**

**12.01.** You must have appropriate insurance in respect of your obligations arising under these terms and conditions.

You must provide evidence of insurance if we request.

## 13. Indemnity

**13.01.** You must indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to interest, penalties, legal and other reasonable professional costs) suffered by us arising out of or in connection with:

(a) any claim made against us by a third party for actual or alleged infringement of a third party's intellectual property rights (where such claim arises out of or is in connection with your use of the Venue);

(b) any breach of clauses 6, 9 and 10;

(c) any claim made against us by a third party for actual or alleged injury or loss caused by Food brought to or prepared at the Venue by you or your agents.

## **14. Events Beyond Reasonable Control**

**14.01.** Neither party shall be in breach of the Events Terms and Conditions or the Food Terms and Conditions 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 shall 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 Events Terms and Conditions and the Food Terms and Conditions with immediate effect.

## **15. Rights of Third Parties**

- 15.01.** A person who is not a party to the Events Terms and Conditions shall not have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

## **16. Announcements**

- 16.01.** You must not make any public announcement concerning your use of the Venue without our prior consent.
- 16.02.** You must obtain our approval of any publicity material which you plan to use at least ten working days before the Event Period. If you fail to comply, we reserve the right to cancel the event.

## 17. Variation

**17.01.** No variation of the Events Terms and Conditions shall be effective unless it is in writing and signed by both you and us.

## **18. No Assignment**

**18.01.** The Events Terms and Conditions are personal to you and us. Neither you nor we shall assign or transfer any rights and obligations under them.

## 19. Entire Agreement

**19.01.** The Events Terms and Conditions constitute the entire agreement between you and us and they supersede and extinguish all previous agreements and representations and understandings between you and us (whether written or oral) relating to hosting events on the Assembly Estate.



## 20. Confidentiality

**20.01.** Each party undertakes that it shall 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 20.2.

**20.02.** Each party may disclose the other party's confidential information:

(a) 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 shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 20;

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **21. Governing Law and Jurisdiction**

- 21.01.** The Events Terms and Conditions shall be governed by the law of England and Wales, as it applies in Wales.
- 21.02.** We and you agree that the courts of England and Wales, sitting in Wales, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Events Terms and Conditions.

