



Hire Agreement Part 1

Terms and Conditions

These should be read in conjunction with the Operational Conditions on pages 5–8 and the Hire Agreement – Part 2, Event Requirements (to be issued separately)

THIS HIRE AGREEMENT IS ENTERED INTO BETWEEN:

The Supreme Court of the United Kingdom, Parliament Square, Westminster, London SW1P 3BD, (“the Authority”) and The Hirer (as referred to in the Hire Agreement – Part 2, Event Requirements)

1 Definitions and Interpretation

1.1 In these Terms and Conditions

Deposit – means the non-refundable amount specified in Section 4 of the Hire Agreement – Part 2, Event Requirements;

Event – means the event for which the Hirer is to hire the Venue as specified in Section 1 of the Hire Agreement – Part 2, Event Requirements;

Hire Agreement – means this Hire Agreement – Part 1 comprising the Terms and Conditions and the Operational Conditions and the Hire Agreement – Part 2, Event Requirements between the Hirer and the Authority for the hire of the Venue;

Hire Charge – means the charge specified in Section 4 of the Hire Agreement – Part 2, Event Requirements for the hire of the Venue;

Event Requirements – means those details contained in section 1–7 of the Hire Agreement – Part 2, Event Requirements;

Hire Period – means the period specified in section 3 of the Hire Agreement – Part 2, Event Requirements;

Insolvency Event – shall refer to situations of insolvency or equivalent situations including but not limited to:

(a) (where the Hirer is a company) the passing

of a resolution/Court Order that the Hirer should be wound up or an administrator appointed or the Hirer makes an arrangement with its creditors or a receiver, manager or administrator on behalf of a creditor is appointed or circumstances arise which would entitle the court or a creditor to take such action

(b) (where the Hirer is an individual or partnership) the Hirer (or any part of it) becomes bankrupt or has a receiving order made against it or enters into or purports to enter into any arrangements with or for the benefit of its creditors;

Venue – means the areas and rooms in the Supreme Court to be hired by the Hirer under this Hire Agreement as specified in Section 2 of the Hire Agreement – Part 2, Event Requirements.

2 Licence

In consideration of the payment by the Hirer of the Hire Charge the Authority hereby grants the Hirer the right and licence for the Hire Period only to enter upon the Supreme Court and use the Venue for the purposes only of the Event in accordance with the provisions of this agreement.

3 Rates and Payments

- 3.1 The Hirer shall pay the Deposit to the Authority's representative (being that party who is authorised to act on the Authority's behalf as notified to the Hirer by the Authority) on the Authority's account within 10 days of the date of the invoice sent by the Authority's representative.
- 3.2 The Hirer shall pay to the Authority the Hire Charge (less any Deposit paid pursuant to clause 3.1 above) and any other fees or charges which become payable within ten (10) days of the submission of an invoice for that charge or thirty (30) days prior to the Event, whichever is the earlier.
- 3.3 If any sum payable is outstanding on the due date, the Authority will exercise its' statutory right to claim interest and compensation for debt recovery costs pursuant to the Late Payment of Commercial Debts Act (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002.
- 3.4 Unless otherwise stated in this Hire Agreement, all charges and fees to be paid to the Authority under this agreement are exclusive of VAT which will, where relevant, be charged to the Hirer at the rate or rates from time to time applicable.

4 Additional Services and Gift Items

The Authority shall provide any agreed additional services and/or gift items set out at section 5 of the Event Requirements subject to payment of the sum set out in that section.

5 Cancellation and Fees

- 5.1 If the Hirer terminates this Hire Agreement, the Authority shall be entitled to retain the Deposit. The Hirer shall also be liable to reimburse the Authority for any costs incurred by it in connection with this agreement or the Event.
- 5.2 If the Hirer cancels the Event and no longer requires the Venue within 28 days of the Event, 100% of the Hire Charge will be payable by the Hirer to the Authority.

6 Compliance with Statutes

The Hirer shall comply with all legislation relating to the use of the Supreme Court for the Event,

and any duty to obtain any licence, permission, consent or approval from any person or authority required for such use.

7 Right of Entry

The Authority reserves the right to enter any part of the Venue at any time during the Hire Period.

8 Force Majeure

- 8.1 The Authority will not be liable for any loss or damage caused by, suffered or incurred by the Hirer which includes the breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, act of terrorism or any circumstance outside the control of The Supreme Court, which may cause the Event to be interrupted or cancelled.
- 8.2 If the Hire Agreement is terminated under this Clause 8, the Hirer shall be repaid all sums paid under the Hire Agreement subject to the deduction of an amount equal to the sum of the costs incurred by the Authority up to termination and that part of the Hire Charge (if any) attributable to that part of the Hire Period which has elapsed prior to such termination.

9 Limitation of Liability

- 9.1 The Authority is not liable to The Hirer in contract, tort (including without limitation negligence or breach of any statutory duty) misrepresentation or otherwise for any of the following losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known, or the Authority was advised of the possibility in advance:
 - a) loss of business opportunity;
 - b) loss of anticipated savings;
 - c) loss of goodwill; or
 - d) any indirect, special, consequential loss or damage howsoever caused.
- 9.2 The entire liability of Authority under or in connection with this Hire Agreement whether for negligence, breach of contract, misrepresentation or otherwise is limited in respect of each event or series of connected events to the Hire Charge.

- 9.3 Nothing in this Agreement shall operate to exclude or restrict either party's liability for:
- a) death or personal injury arising from negligence; or
 - b) fraudulent misrepresentation.
- 9.4 The Hirer shall indemnify and keep the Authority indemnified against all claims, demands, costs (including without limitation professional fees), expenses, loss or damage arising out of the acts or omissions of the Hirer, his servants, agents, licensees or guests or delegates save to the extent that any such claim arises as a result of the negligence of the Authority, its employees or agents.
- 9.5 Any damage caused by The Hirer to any part of the Supreme Court, will be repaired by the Authority and charged to The Hirer.
- 9.6 The Hirer shall take out before, and maintain during the event, insurance in respect of liabilities under this Clause 9 with a reputable insurer, which shall not be less than five million pounds (£5,000,000).

10 Contractors and Agents

- 10.1 The terms of this Hire Agreement shall apply to the Hirer's agents and contractors and the Hirer shall be responsible for ensuring the compliance of such agents and contractors.

11 Conduct

- 11.1 The Hirer shall use the Venue so that it is at all times maintained in a clean, tidy and safe condition.
- 11.2 The Hirer shall ensure that no person:
- a) fixes anything to the structure or contents of the Supreme Court;
 - b) marks, soils or damages the structure or contents of the Supreme Court;
 - c) paints or constructs (save by way of approved prefabricated components) any object or structure inside the Supreme Court; or
 - d) leaves anything in, or in any way obstructs an emergency exit or emergency stairwell, or obstructs any notice of any emergency exit.

- 11.3 The Hirer agrees and undertakes as follows:
- a) to conduct, promote and manage the Event in a reputable, lawful and orderly manner having due regard to the importance and sensitivity of the setting and surroundings and the integrity and reputation of the Supreme Court;
 - b) to use all reasonable endeavours not to do or permit or suffer to be done in the Venue or the Supreme Court any act or thing which may be or become a nuisance, damage, annoyance or disturbance to the Authority, any licensees of the Authority or to the owners or occupiers of any neighbouring property;
 - c) to comply with the terms of this agreement and ensure that all the Hirer's staff, agents and sub-contractors comply in all respects with the provisions of this agreement and any instructions or notices from the Authority from time to time and to make all reasonable efforts to ensure that any guests or other persons present at or involved with the Event so comply; and
 - d) to comply with all reasonable instructions of the appointed Authority representative or such other person as nominated by the appointed Authority representative to act on his behalf in relation to the use of the Venue.

12 Termination by the Authority for breach or anticipated breach

- 12.1 If the Hirer, his servants, agents or licensees or guests or delegates or any person using the Supreme Court in connection with the Hire Agreement or the Event breaches or fails to observe or perform any of the terms of this Hire Agreement (including without limitation clause 3 of these Terms and Conditions – Rates and Payment), or if the Hirer fails to secure their observance or performance or is the subject of an Insolvency Event or if it appears to the Authority that:
- a) the Hirer intends to use the Supreme Court for any purpose other than the Event specified in the Hire Agreement; or
 - b) the Event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Supreme Court or its contents; or

- c) the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place in a building under the control of the Authority then the Authority may, without prejudice to any accrued rights against the Hirer, forthwith and without notice terminate the Hire Agreement.

12.2 Upon such termination:

- a) the Hirer shall immediately vacate the Supreme Court and ensure that his servants, agents or licensees or guests or delegates or any other person using the Supreme Court in connection with the Hire Agreement or the Event leave the Supreme Court immediately;
- b) the Authority shall be entitled to retain all sums paid under the Hire Agreement, and the Hirer shall be liable to pay forthwith the balance of any charges payable under or in connection with the Hire Agreement, and any costs incurred by the Authority, or for which the Authority may become liable in connection with the Event but without prejudice to any rights and remedies of the Authority in respect of such omission; and
- c) the Hirer shall have no claims against the Authority for any costs, expenses, loss or damage he may sustain or have sustained nor for any such costs, expenses, loss, damage or liability it may incur or have incurred in consequence of such termination by the Authority.

13 Assignment

13.1 This Hire Agreement is personal to The Hirer and shall not be assigned, sub-licensed, sub-contracted or disposed of in any way without the prior written consent of the Authority.

13.2 Any assignment, sub-contract or sub-licence shall be approved by the Authority and shall bind the assignee, sub-contractor or sub-licencee to observe and perform the terms of the Hire Agreement so far as they are capable.

14 Notices

All notices, demands or requests by either party to the other shall be in writing and shall

be sufficiently served if delivered by hand or sent recorded delivery to the address set out in Sections 1 and 2 of Part 1 of the Event Requirements.

15 Complaints

Any complaint arising from the hiring of Venue must be made in writing the Authority's appointed representative within 3 working days after the expiration of the Hire Period.

16 Variation

The Hire Agreement contains or refers to all the terms of the agreement made between the parties and those terms shall not be varied or added to except by written agreement signed by the parties.

17 Entire Agreement

This Hire Agreement and its 3 constituent parts constitute the entire agreement and understanding between the parties in respect of matters dealt within it and supersedes, cancels and nullifies any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination. In the event of conflict, the following order of precedence shall prevail:- Event Requirements, Hire Agreement, Operational Conditions.

18 Joint and Several Liability

If the expression 'the Hirer' includes more than one person those persons shall be joint and severally liable under the terms of this Hire Agreement.

19 Governing Law

This Hire Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

20 Rights of Third Parties

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Hire Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.

Operational Conditions

These should be read in conjunction with the Terms and Conditions on pages 1–4 and the Hire Agreement – Part 2, Event Requirements (to be issued separately)

1 Access times

- 1.1 The Hirer may only access the [Venue/Supreme Court] after 16.30. The Authority in its sole discretion or by special and prior arrangement with the Hirer allow entry prior to this time.
- 1.2 The Event must conclude and the Supreme Court must be cleared of all equipment procured by the Hirer by 23.30. It is the responsibility of the Hirer to ensure that all guests and/or delegates depart by the time specified in Section 3 of the Event Requirements.
- 1.3 Bars must close at least 15 minutes before the end of the Event.
- 1.4 If the Hirer, or any servant, agent or contractor of his, fails to vacate the Venue by the end of the Hire Period, or to remove from the Venue anything brought into the Venue for the purposes of, or in connection with the Event, the Hirer shall be liable to pay the Authority on demand, without prejudice to the costs incurred by the Authority as a result of that failure, the amount of any claim made against the Authority by any other person delayed in, or prevented from, obtaining access to the Venue or the Supreme Court for a subsequent event.

2 Accredited suppliers

The Hirer can only use contractors from the Authority's accredited supplier list for the provision of catering, flowers and Audio/Visual equipment. Please note that all accredited suppliers pay a commission to the Authority and this may be reflected in the supplier's charge.

3 Candles and naked flames

Candles are only permitted as table decorations in the lawyers' suite and the lobby outside court 1.

4 Cleaning

- 4.1 The Hirer must leave the venue at the end of the event in the same condition it is received.

- 4.2 The Hirer shall not later than at the end of the Hire Period remove from the Supreme Court anything which has been brought in by the Hirer including, without limitation, all event literature, display materials and cardboard boxes used for the purposes of, or in connection with the Event.

- 4.3 Standard cleaning of the Venue once the guests have departed is included in the Hire Charge. The Authority reserves the right to make additional charges to cover the cost of any special cleaning requirements if the Hirer has not, in the Authority's opinion, complied with Clause 4.1 of these Operational Conditions.

5 Cloakroom

The Authority will provide coat rails and hangers. Staff and tickets must be provided by the Hirer or contracted caterer and the cloakroom must be attended at all times. The Authority accepts no responsibility for loss or damage of any items.

6 Maximum Capacity

- 6.1 The Hirer shall not permit more than the maximum capacity of the Venue (as advised to him by the Authority) at any time.
- 6.2 The Authority shall have the right to refuse entry to people in excess of the maximum capacity or to require people in excess of the maximum capacity to leave the Venue or, at the Authority's sole discretion, the Supreme Court.

7 Corporate logos and branding

Corporate logos cannot be displayed on the outside of the Supreme Court.

8 Court rooms and library

- 8.1 All court rooms and the ground floor level of the library will be available for guests to view. Guided tours may be provided as a service under the Section 5 of the Event Requirements subject to payment of the appropriate charge set out in that section.

8.2 No food or drink will be allowed in the areas specified in this Clause 8 and drop tables must be positioned at the relevant entrances.

9 Deliveries and collections

9.1 No deliveries will be accepted by the Authority before 16.30 for events taking place Monday to Friday.

9.2 Delivery and collection times on Saturdays and Sundays are subject to prior agreement between the Hirer and the Authority.

9.3 All deliveries must be made via the Goods Entrance at the rear of the Supreme Court on Little Sanctuary unless agreed in advance.

9.4 All equipment and packages delivered to the venue must be clearly marked with the name of the company owning that equipment, the person receiving it, the event name and date.

9.5 Collections must be made straight after the event in accordance with Clause 1 of the Operational Conditions.
No items can be stored overnight.

10 Disabled access

10.1 There is wheelchair access at the main entrance and there are lifts to all floors.

10.2 The Hirer is responsible for informing disabled guests that there is no parking. The drop off and collection point is on the corner of Little George Street and Little Sanctuary.

11 Display material and adhesive tape

11.1 Any displays must be approved by an appointed representative of the Authority in advance.

11.2 All displays must be free standing. If an adhesive tape is required only low tack tape should be used, which must be removed immediately after use. If residues are left on the building fabric this must be reported immediately.

11.3 Any charges incurred by the Authority for its removal will be passed on to the Hirer.

12 Drug use

The Authority operates a strict anti-drug policy.

If anyone is found in possession of drugs they will be asked to leave the Supreme Court and the police will be informed.

13 Electrical equipment and installation

13.1 The Hirer may use such electrical and other equipment, and take such amounts of electricity (from the 13 amp sockets installed for that purpose) as the Hirer may reasonably require for the purposes of the Event on such terms and conditions (including without limitation terms as to payment) as the Authority may determine.

13.2 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 Supreme Court and in particular to ensure that circuits are not overloaded.

13.3 Current Portable Applicant Testing (P.A.T) must have been carried out on all electrical equipment and cables used within the building. The certification must be produced if requested. Any equipment not certified will not be allowed on site.

14 Event spaces

The principal event spaces available for hire are the lawyers' suite (1st floor) and the lobby outside court 1 (2nd floor).

15 Filming and photography

The Hirer, its guests and delegates are permitted to film and take still photographs of the event. Professional photographs and filming of guests and the Event is also permitted. However, where photographs or footage showing the Supreme Court is to be used for publicity of any form, the Hirer must seek the prior written permission of the Authority.

16 Fire equipment

16.1 In case of fire, hand held extinguishers for trained personnel are available at key points within the building.

16.2 In the interests of protecting all personnel and the building, any removal or improper use of fire protection equipment within the Venue is strictly prohibited and the Hirer will be subject to a penalty charge.

17 Fire Evacuation

- 17.1 In the event of a fire, the in-house PA system speakers are used to transmit emergency messages within the building and must not be interfered with in any way by the Hirer or their contractors.
- 17.2 The Authority has total authority to order an evacuation either of the Supreme Court or to a designated safe area within the building, or terminate the Event in order to prevent injury or loss of life. The Supreme Court will investigate any incidents which activate the in-house fire alarm, prior to any evacuation to ensure false alarms are kept to a minimum. The internal voice alarm system will be deployed by the in-house security team and will provide instructions to guests.

18 Food

Canapé (cold only) receptions and formal seated meals (hot or cold) may be provided. These will be served in the Lobby and Lawyers' Suite.

19 Furniture

- 19.1 It is the responsibility of the Hirer and their contractors to provide the required furniture for the lobby. The antique meeting tables and chairs must remain in the lawyers' suite, but can be re-positioned within the room, subject to prior approval by the Authority.
- 19.2 All fabrics and any other flammable items brought into the Venue or the Supreme Court by the Hirer must have a certificate confirming they have been treated and tested in accordance with fire regulation standards.

20 Guest list

The Hirer is required to provide an alphabetical list (by surname) of the expected attendees and a sample of the invitation prior to the event. The Hirer is also required to have a representative checking off guests on arrival at the main entrance before guests pass through the archway metal detector.

21 Health and Safety

- 21.1 The Hirer and his servants or agents shall comply in all respects with the Health & Safety at Work etc Act 1974 and any other acts, orders,

regulations and codes of practice relating to health and safety made thereunder any legislation amending or consolidating the same, which may apply to staff and other persons in the Supreme Court in the performance of its obligations under this agreement and in particular:

- a) the Hirer will be responsible for the conduct of their guests during an Event;
 - b) a representative of the Hirer must be present and available throughout the event to ensure it runs smoothly; and
 - c) the Hirer shall ensure that satisfactory risk assessments and method statements are provided by their contractors before their event.
- 21.2 The Hirer shall observe and comply with any additional regulations as Authority may make in relation to the Supreme Court.

22 Inspection

The Hirer is required to jointly inspect the event space with an appointed Authority representative prior to the set up of the Event and agree the general condition of the finishes. It is the sole responsibility of the Hirer to leave the events spaces exactly as found prior to the Event. The appointed Authority representative will conduct an inspection with the Hirer or their nominated contractor at the end of the Event before formal sign off will be given.

23 Licences

The Supreme Court can be used for corporate events until 23.30. Attendance must be by invitation only and the event should not be advertised for general attendance. Guests under the age of 18 cannot be served alcohol. Bars and drinks service must close at least 15 minutes before the end of the event.

24 Music

The Supreme Court is not licensed for the playing of music.

25 Parking

There is no parking at the Supreme Court.

26 Reception Desk

The reception desk in the main entrance of the Supreme Court cannot be moved. The Hirer

may use this for handing out badges and event literature.

27 Rubbish Removal

- 27.1 The Hirer and its contractors are responsible for maintaining tidiness of all areas before, during and upon completion of the Event.
- 27.2 All waste material must be removed by the Hirer and their contractors immediately after the event. All areas must be left clean, undamaged and free from rubbish.

28 Security

- 28.1 The Authority is responsible for the security of the building and perimeter. The Hirer and all guests are required to comply with the security procedures as may at any time be in force.
- 28.2 Guests must stay in the public part of the building and will also be allowed on the ground floor level of the library. They may not descend to the lower ground floor level of the library.
- 28.3 The Hirer and their contractors will be issued with passes which they must wear when in the private part of the building where they will be supervised by the Authority's security officers.
- 28.4 The Hirer and all guests are required to pass through the archway metal detector and all personal belongings must be scanned in the X-ray

machine. If the archway metal detector is set off then the individual will either be required to pass through again or will be checked with a hand-held wand device.

- 28.5 The Authority reserves the right to refuse access to any person.
- 28.6 The Authority may terminate or suspend the Hirer's use of the Venue at any time and for any period if the Authority decides in its absolute discretion that this is necessary in the interests of security. If such action is considered necessary, the Authority will refund only the Hire Charge made for the specified areas or the specified period as the Authority may reasonably determine. The Authority will not be held responsible for any costs, expenses, damages or claims incurred by the Hirer.

29 Smoking

Smoking is not permitted inside the Supreme Court.

30 Theming

The Hirer must agree the content of any themes and activities taking place during an Event. The Authority reserves the right to veto any themes or activities, as deemed necessary. Any content, design or activity deemed to have connotations of illegality or to be inappropriate to the Supreme Court will be refused.

Declaration by the Hirer

The Hirer hereby agrees to be bound by this Hire Agreement – Part 1, Terms and Conditions and Operational Conditions above and the Hire Agreement – Part 2, Event Requirements

Signed by

For and on behalf of:

Hirer

Date:

In relation to:

Event

Date: