

Terms and Conditions of Library Gallery Hire

1. TERMS AND CONDITIONS OF HIRE

- 1.1 Subject to clause 3, Inspire: Culture Learning Libraries (Midlands) (Inspire), permits the Hirer during the Hire Period to:
- (a) use the Gallery for the purpose of exhibiting the Exhibition;
 - (b) use Inspire equipment and facilities in common with Inspire and all others authorised by Inspire as may be agreed by the Inspire; and
 - (c) pass along the access ways and common parts of the Library for access to and egress from the Gallery.
- 1.2 The Hirer acknowledges that:
- (a) the Hirer shall occupy the Gallery as a licensee and that no relationship of landlord and tenant is created between Inspire and the Hirer by this agreement;
 - (b) the Hirer shall not be entitled to any statutory protection when this agreement terminates;
 - (c) Inspire retains control and possession of the Gallery and the remainder of the Library and the Hirer has no right to exclude Inspire from the Gallery or remainder of the Library;
 - (d) at any time when the Hirer is not using the Gallery Inspire may use the Gallery in connection with Inspire's own business.
 - (e) the Library is open to all members of the public and contents of the exhibition should be considered appropriate for library audiences and to Inspire policies. Inspire reserves the right to remove any exhibits it deems in its sole discretion (the decision of Inspire shall be final on this matter) to pose a risk to visitors or are in any way inappropriate, offensive or against Inspire policies. Art works with religious, political or sexual content are likely to be refused, but all applications will be considered by the panel on a case by case basis.
 - (f) Inspire reserves the right to refuse, change or cancel a booking at any time. Booking will not be accepted from Hirers who are under 18 years of age.
 - (g) The booking form shall form part of these terms and conditions and bookings will not be confirmed until a completed booking form, a signed copy of these terms and conditions and the deposit (if applicable) has been received by the Library.

2. HIRER'S OBLIGATIONS

The Hirer agrees and undertakes:

- (a) to pay to Inspire the Fee without any deduction:
 - i) Inspire will take a 25% deposit
 - ii) the Hirer shall pay the outstanding balance requested by Inspire within 14 days of receiving an official invoice;
 - iii) Inspire reserves the right to cancel a booking at any time but will give at least 3 full working days notice unless in emergency situations. Any deposit paid will be returned in the event of a cancellation by Inspire. For the avoidance of doubt, Inspire shall not be liable for any loss sustained or expenses incurred by the Hirer for any cancellation or termination of an exhibition by Inspire;

- iv) Cancellations by the hirer will be subject to the following cancellation fees:
 - a) Cancellation 4 weeks or more before the first date of the Exhibition- no charge;
 - b) Cancellation 2-4 weeks before the first date of the Exhibition- 25% of total Fee; and
 - c) Cancellation 0-2 weeks before the first date of the Exhibition- 50% of booking fee.
- v) Cancellations must be received in writing
 - (b) to use the Gallery solely for the Hirer's exhibition during the normal opening hours of the Library;
 - (c) to obtain, at their own expense, all the necessary licences required in connection with the exhibition and the use of the Gallery and to observe and comply with all conditions attaching thereto;
 - (d) to be responsible for the installation of the exhibition in accordance with any guidance and policies of Inspire;
 - (e) to be responsible for the removal of the exhibition on the specified end date of the exhibition or such earlier date as Inspire may specify;
 - (f) to keep the Gallery tidy and clear of rubbish;
 - (g) not to cause any damage to the Gallery, Library, Inspire equipment and the possessions of Inspire and other visitors at the Library, nor to alter the Gallery in any way. Any damage must be reported immediately to the Library Manager;
 - (h) not to do or permit to be done in the Library anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Inspire, the Inspire's employees, other users of the Library or any owner or occupier of neighbouring property;
 - (i) not to cause or permit to be caused any damage to the Gallery or the Library or any neighbouring property;
 - (j) not to obstruct the access ways or common parts of the Library or within the Gallery;
 - (k) to be responsible for the conduct, appearance and presentation of its exhibition and for behaviour, hygiene, health and safety matters relating to the Hirer's exhibition and the visitors;
 - (l) to comply with all relevant health and safety legislation and to observe any reasonable rules relating to behaviour, hygiene, health and safety that Inspire imposes on all those who use the Library;
 - (m) to familiarise themselves with the routine to be followed in case of a fire (available on request) and be aware of exits and meeting points at the Library;
 - (n) to provide all equipment required for carrying on the exhibition except as provided by Inspire under this agreement. Any additional furniture or equipment used during the exhibition must be approved in advance by the Library Manager;
 - (o) not to do anything that will or might vitiate in whole or in part any insurance arranged by Inspire in respect of the Library or increase the insurance premium;
 - (p) to:
 - (i) be responsible for maintaining insurance in respect of the Hirer's own goods and belongings;

- (ii) maintain public liability, in respect of the death of, or damage or other loss caused to, any person or their possessions in connection with the Hirer's exhibition for at least £5 million; and
 - (iii) maintain insurance to cover the risk of damage to the Library, the Gallery and Inspire equipment for the cost of repairing or replacing the same as new, and the Hirer will provide the Inspire with a copy of such insurance policies upon request;
- (q) to leave the Gallery in a clean and tidy condition and to remove the Hirer's exhibits, equipment, furniture and any other possessions at the end of the Hire period, and to provide Inspire with contact details when this licence terminates. The Hirer will incur extra charges if this condition is not met to the reasonable satisfaction of Inspire. Hirers will be charged for any damage to furniture, equipment or property belonging to Inspire sustained during the installation of the exhibition, the period of the hire or the removal of the exhibition;
 - (r) not to remove any Inspire equipment or furniture;
 - (s) to undertake all risk assessments relating to the exhibition and any related activities of the Hirer;
 - (t) to connect any electrical equipment to the Library electricity supply via a portable plug or adaptor fitted with a residual current device and these devices should be tested prior to use by a qualified electrician. If a residual current device is not provided in the Gallery, the Hirer must provide its own.
 - (u) to indemnify Inspire and keep Inspire indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) any breach of the Hirer's undertakings or warranties contained in this agreement; and the acts or omissions of the Hirer or any person under the Hirer's control;

3. INSPIRE'S OBLIGATIONS

Inspire agrees and undertakes:

- (a) to arrange building insurance for the Library and to provide the Hirer with a copy of the policy upon request;
- (b) to use its reasonable endeavours to keep the Library open for business and accessible by the Hirer, during the opening hours. Inspire reserves the right to vary Gallery opening times due to seasonal changes and/or outside influences or other unforeseen circumstances without notice;
- (c) to provide the Hirer with use of Inspire equipment and facilities as agreed;
- (d) to comply with all relevant hygiene, health and safety legislation;
- (e) not to do or permit to be done in the Library anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Hirer;

4. REVIEW OF THE FEE

- 4.1 Inspire reserves the right to vary the amount of Fee to cover an increase in a hiring charge which may occur between the date of confirmation of the booking and the date of actual hiring. Inspire will notify the Hirer of any such change to the Fee as soon as practicable.

5. TERMINATION

5.1 The licence to occupy granted by this agreement shall end on the earliest of:

- (a) the end of the confirmed hire period
- (b) immediately or such other period as Inspire may decide in its sole discretion if the Hirer breaches any of the Hirer's obligations under this licence.

6. LIMITATION OF INSPIRE'S LIABILITY

6.1 Subject to clause 6.2, Inspire is not liable for:

- (a) the death of, or injury to, the Hirer or the Hirer's visitors;
- (b) damage to, or theft of, any possessions or exhibits of the Hirer, or any possessions of the visitors to the exhibition including in respect of any vehicles that may be parked at the Library connected in any way with the Hirer. Where necessary, the Hirer is required to arrange its own security arrangements;
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer, or the Hirer's visitors resulting from the exercise or purported exercise of the rights granted by clause 2;
- (d) any losses, damages, costs or expenses or other liability incurred by the Hirer due to the cancellation or termination of an exhibition.

6.2 Nothing in clause 6.1 shall limit or exclude Inspire's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of Inspire or its employees; or
- (b) any matter in respect of which it would be unlawful for Inspire to exclude or restrict liability.

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