



Inspire

Culture | Learning | Libraries

1.1 **Inspire Library Venue Hire**

1.2 Conditions of Hire

2. **OBLIGATIONS**

1.1 Subject to clause 2, the Inspire permits the Hirer during the Hire Period to:

- (a) use the Room for the Activity;
- (b) use Inspire equipment and facilities in common with the Inspire and all others authorised by the 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 Room.

2.2 **The Hirer acknowledges that:**

- (a) the Hirer shall occupy the Room as a licensee and that no relationship of landlord and tenant is created between the Inspire and the Hirer by this agreement;
- (b) the Hirer shall not be entitled to any statutory protection when this agreement terminates;
- (c) the Inspire retains control and possession of the Room and the remainder of the Library and the Hirer has no right to exclude the Inspire from the Room or remainder of the Library;
- (d) at any time when the Hirer is not using the Room Inspire may use the Room in connection with Inspire's own business.
- (e) the Library is open to all members of the public and contents of the Activity should be considered appropriate for library audiences and to Inspire policies. Inspire reserves the right to remove any exhibits or stop any talks and/or performances or any other aspects of an Activity 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.
- (f) the Hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.
- (g) 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.

3. **Hirer's obligations**

2.1 The Hirer agrees and undertakes:

- (a) to pay to Inspire the Charge without any deduction:

- i) where the cost of the booking will exceed £100, Inspire will take a non-refundable deposit equivalent to one quarter of the total Charge, with a minimum of £30, at the time of confirmation of the booking;
- ii) the Hirer shall pay the Charge/ 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 a Activity by Inspire;
- iv) Cancellations by the hirer will be subject to the following cancellation Charges:
 - a) Cancellation 4 weeks or more before the first date of the Activity - no charge;
 - b) Cancellation 2-4 weeks before the first date of the Activity- 25% of total Charge; and
 - c) Cancellation 0-2 weeks before the first date of the Activity- 50% of booking Charge.
- (b) v) Cancellations must be received in writing
- (c) it is the Hirer's responsibility to ensure that the Library, the Room and Inspire equipment is suitable for the Activity and a site check to ensure the suitability of the Room should be arranged with the Library Manager or their authorised deputy prior to booking as Inspire takes no responsibility or liability due to the unsuitability of the Room.
- (d) to use the Room solely for the Hirer's Activity during the normal opening hours of the Library unless otherwise agreed in writing by Inspire;
- (e) to obtain, at their own expense, all the necessary licences required in connection with the Activity and the use of the Room and to observe and comply with all conditions attaching thereto including all necessary permission from the owners of copyright in musical, dramatics, literary, cinematic and other works as required by the Copyright Act 1988 and to indemnify Inspire in respect of any infringements of such copyright;
- (f) to be responsible for the installation of the Activity in accordance with any guidance and policies of Inspire;
- (g) to be responsible for the removal of the Activity on the specified end date of the Activity or such earlier date as Inspire may specify;
- (h) to keep the Room tidy and clear of rubbish;
- (i) not to cause any damage to the Room, Library, Inspire equipment and the possessions of Inspire and other visitors at the Library, nor to alter the Room in any way. Any damage must be reported immediately to the Library Manager or their deputy;
- (j) 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 Inspire, Inspire's employees, other users of the Library or any owner or occupier of neighbouring property;
- (k) not to cause or permit to be caused any damage to the Room or the Library or any neighbouring property;
 - (l) not to obstruct the access ways or common parts of the Library or within the Room;
 - (m) to be responsible for the conduct, appearance and presentation of its Activity and for behaviour, hygiene, health and safety matters relating to the Hirer's Activity and the visitors;
 - (n) to be responsible for providing First Aid cover for the Activity;
 - (o) to be responsible for all persons attending the Activity including the conduct and stewarding of people attending. A designated person should be responsible for liaising with Inspire;
 - (p) 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;
 - (q) 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. The Hirer is responsible for ensuring that persons attending the Activity under their control are cleared from the Library in the event of a fire. Hirers should ensure that all due care and attention is paid to reducing the risk of fire in the Library;
 - (r) to provide all equipment required for carrying on the Activity except as provided by Inspire under this agreement and to ensure the same is made from suitable fire resistant materials. Any additional furniture or equipment used during the Activity must be approved in advance by the Library Manager;
 - (s) 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;
 - (t) to leave the Room 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 Activity, the period of the hire or the removal of the Activity;
 - (u) not to remove any Inspire equipment or furniture;
 - (v) to undertake all risk assessments relating to the Activity and any related activities of the Hirer;
 - (w) 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 or must have a current annual portable appliance test. If a residual current device is not provided in the Room, the Hirer must provide its own.

- (x) be responsible for maintaining insurance in respect of the Hirer's own goods and belongings;
- (y) 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
 - (ii) the acts or omissions of the Hirer or any person under the Hirer's control;
- (iii) (y) to comply with any specific terms in Schedule 1 if applicable.

4. 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 Room 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 in respect of the Library;
- (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;

5. Review of the Charge

- 5.1 **Inspire reserves the right to vary the amount of Charge 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 Charge as soon as practicable.**

6. Termination

- 6.1 **The licence to occupy granted by this agreement shall end on the earliest of:**
- (a) the date notified to the Hirer in the confirmation;
 - (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.

7. Limitation of Inspire's liability

- 7.1 **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 Activity including in respect of any vehicles that may be parked at the Library connected in any way with the Hirer. There are no specific security arrangements for the Room. 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 1;
- (d) any losses, damages, costs or expenses or other liability incurred by the Hirer due to the cancellation or termination of an Activity.
- (e)

7.2 **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.

