Inspire Venue Hire

CONDITIONS OF HIRE

1. Use

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

(a) use the Room(s) for the Activity;

(b) use Inspire equipment and facilities in common with Inspire and all others authorised by Inspire as may be agreed by Inspire; and

(c) pass along the access ways and common parts of the building for access to and egress from the Room(s).

1.2 **The Hirer acknowledges and agrees that:**

(a) the Hirer shall occupy the Room(s) as a licensee and that no relationship of landlord and tenant is created between Inspire and the Hirer by this agreement;

(b) use of any access ways or common parts in accordance with clause 1.1 is by way of licence only and does not create any legal or equitable easement;

(c) the Hirer shall not be entitled to any statutory protection when the Hire Period comes to an end;

(d) Inspire retains control and possession of the Room(s) and the remainder of the building and the Hirer has no right to exclude Inspire from the Room(s) or remainder of the building;

(e) at any time when the Hirer is not using the Room(s) Inspire may use the Room(s) in connection with Inspire's own business;

(f) the building is open to all members of the public and the Activity should be considered appropriate for Inspire 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;

(g) the Hirer must not use, permit or allow Room(s) or any other part of the building to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials;

(h) Inspire reserves the right to refuse, change or cancel a booking at any time. Bookings will not be accepted from anyone who are under 18 years of age.

2. Charges

2.1 The Hirer agrees and undertakes to pay to Inspire the Charges without any deduction.

2.2 Where the Charges exceed £100, Inspire will take a non-refundable deposit equivalent to one quarter of the total Charges, with a minimum of £30, at the time of confirmation of the booking.

2.3 The Hirer shall pay the Charges/ outstanding balance requested by Inspire within 14 days of receiving an invoice from Inspire.

3. Cancellation

3.1 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 Activity by Inspire;

3.2 Cancellations by the Hirer must be sent to Inspire in writing and will be subject to the following cancellation charges:

(a) Cancellation 4 weeks or more before the first date of the Activity - no Charges; (b) Cancellation 2-4 weeks before the first date of the Activity- 25% of total Charges; and

(c) Cancellation 0-2 weeks before the first date of the Activity- 50% of booking Charges.

4. Hirer Obligations

4.1 It is the Hirer's responsibility to ensure that the building, the Room(s) and Inspire equipment is suitable for the Activity and a site check to ensure the suitability of the Room should be arranged with the Manager or their authorised deputy prior to booking as Inspire takes no responsibility or liability due to the unsuitability of the Room(s).

4.2 The Hirer agrees and undertakes:

(a) to use the Room(s) solely for the Activity during the Hire Period only and such Hire Period must be within normal opening hours of the building unless otherwise agreed in writing by Inspire;

(b) to obtain, at their own expense, all the necessary licences required in connection with the Activity and the use of the Room(s) 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;

(c) not to play any music as part of the Activity without the prior agreement of Inspire, for which licensing charges may be charged to the Hirer in addition to the hire fee

(d) to be responsible for the installation of the Activity in accordance with any guidance and policies of Inspire;

(e) 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;

(f) to keep the Room(s) tidy and clear of rubbish;

(g) not to cause any damage to the Room(s), building, Inspire equipment and the possessions of Inspire and other visitors at the building, nor to alter the Room(s) in any way. Any damage must be reported immediately to the Building Manager or their deputy;

(h) not to do or permit to be done in the Room(s) or any other part of the building 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 building or any owner or occupier of neighbouring property;

(i) not to serve alcohol without the express prior agreement of Inspire;

(j) not to cause or permit to be caused any damage to the Room(s) or the building or any neighbouring property;

(k) not to obstruct the access ways or common parts of the building;

(l) to be responsible for the conduct, appearance and presentation of the Activity and for behaviour, hygiene, health and safety matters and safeguarding relating to the Hirer's Activity and the visitors as appropriate;

(m) to be responsible for providing First Aid cover for the Activity;

(n) to inform the Building Manager in the event of an accident or emergency;

(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 building;

(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 building. The Hirer is responsible for ensuring that persons attending the Activity under their control are cleared from the building in the event of a fire. The Hirer should ensure that all due care and attention is paid to reducing the risk of fire in the building;

(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 Building 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 building or increase the insurance premium;

(t) to leave the Room(s) 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. The Hirer will incur extra charges if this condition is not met to the reasonable satisfaction of Inspire. The Hirer will be charged for any damage to furniture, equipment or property belonging to Inspire sustained during the installation of the Activity, the Hire Period 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 ensure that any electrical equipment connected to the building's electricity supply is PAT tested by a qualified electrician prior to installation;

(x) 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:

(a) any breach of the Hirer's obligations contained in this agreement; and

(b) the acts or omissions of the Hirer or any person under the Hirer's control/attending the Activity.

5. Inspire's obligations

Inspire agrees and undertakes:

(a) to have in place building insurance for the building and to provide the Hirer with a copy of the policy upon request;

(b) to use its reasonable endeavours to keep the building open for business and accessible by the Hirer, during the opening hours. Inspire reserves the right to vary 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 building;

(e) not to do or permit to be done in the building anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Hirer;

6. Review of the Charges

6.1 Inspire reserves the right to vary the amount of Charges should the Hirer make any changes to the booking 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 Charges as soon as practicable.

6.2 Charges for Room(s) hire shall otherwise be reviewed by Inspire on an annual basis and any increase in Charges shall be notified to any Hirer that is within an existing Hire Period (if the booking is for multiple dates/times).

7. Insurance

7.1 It is advisable that the hirer obtains their own public liability insurance, however, in all cases, The Hirer agrees and undertakes to:

(a) maintain public liability insurance in respect of the death of, or damage or other loss caused to, any person or their possessions in connection with the Hirer's Activity for at least £2 million if the activity involves people aged 16 and under; and

(b) maintain insurance in respect of the Hirer's own and Hirer's visitor's goods and belongings;

(c) provide Inspire with a copy of such above mentioned insurance policies upon request,

(d) ensure that the insurances required under this clause are valid for the duration of the Hire Period

(e) ensure that the insurances required under this clause are in the name of the Hirer.

7.2 In the majority of circumstances the Hirer may be covered by Inspire's liability policy – a copy can be provided on request; it is the Hirer's responsibility to ensure that they have adequate insurance cover and the Hirer should make all necessary enquiries prior to the commencement of the Hire Period to ensure that adequate insurances are in place for the duration of the Hire Period.

8. Termination

8.1 This agreement shall end on the earliest of:

(a) The expiry of the 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.

9. Limitation of Inspire's liability

9.1 Subject to clause 9.2, 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 building connected in any way with the Hirer. There are no specific security arrangements for the Room(s). 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 use 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.

9.2 **Nothing in clause 9.1 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.

10. Third Party Rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date the Hirer receives booking confirmation from Inspire.