

Document title: Licence to occupy property on short term basis.

DATED

Day Month 2025

LICENCE TO OCCUPY ON SHORT TERM BASIS

relating to the area known as the THE BALCONY GALLERY

BETWEEN

Rugby Borough Council

and

LICENCEE

CONTENTS

CLAUSE

1. Interpretation
2. Licence to occupy
3. Licensee's obligations
4. Licensor's obligations
5. Marketing
6. Termination and Reinstatement
7. Notices
8. Warranties for use or condition.....
9. Limitation of Licensor's liability
10. Third party rights.....
11. Governing law
12. Jurisdiction.....

SCHEDULE

- Schedule 1 Rights granted to Licensee

Document title: Licence to occupy property on short term basis.

This licence is dated DAY MONTH 202_

Parties

- (1) RUGBY BOROUGH COUNCIL of Town Hall, Evreux Way, Rugby CV21 2RR **(Licensor)**
(2) NAME and ADDRESS OF Licensee **(Licensee)**

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Building : all that building known as Rugby Art Gallery and Museum Little Elborow Street, Rugby CV21 3BZ.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Room as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Contents: the artwork, display furniture, equipment and any other items in the room belonging to the Licensee.

Designated Hours: Rugby Art Gallery and Museum opening hours are **Tuesday – Friday 10 am-5pm, Saturday 10am-4pm, closed Sunday** or such other days as the Licensor in its absolute discretion may determine on 4 weeks notice to the Licensee.

Exhibition Space: a 'WALL SPACE' of 9.76 metres provided along the first floor balcony as shown on the attached plan known as the 'THE BALCONY GALLERY'

Licence Fee: a fee of £.....

Document title: Licence to occupy property on short term basis.

Licence Period: A ----- week period from and including:

MONDAY XX MONTH 202X at 1pm until 11am on MONDAY XX MONTH 202X or the date on which this licence is determined in accordance with clause 6.

Permitted Use: to use the space for visual art, craft and media exhibition purposes only

Plan: the plan attached to this licence marked "Plan".

Space: the WALL SPACE along the first floor balcony known as "THE BALCONY GALLERY"

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, [air-conditioning,] energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Document title: Licence to occupy property on short term basis.

- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of [the Licensee] under this licence are joint and several.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.
2. **Licence to occupy**
- 2.1 Subject to clause 3 and clause 6, the Licensor permits the Licensee to occupy the BALCONY GALLERY for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Space for the Permitted Use) together with the right[s] mentioned in the Schedule 1.
- 2.2 The Licensee acknowledges that:

Document title: Licence to occupy property on short term basis.

- (a) the Licensee shall occupy the BALCONY GALLERY as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- (b) the Licensor retains control, possession and management of the BALCONY GALLERY and the Licensee has no right to exclude the Licensor from the BALCONY GALLERY
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
- (d) without prejudice to its rights under clause 6, the Licensor shall be entitled to give notice to the Licensee, six weeks prior to the start of the Licence Period, that the Licensor requires the BALCONY GALLERY to be reserved for up to 3 days during any four week period for access and the Balcony will be closed to the public on those dates.
- (e) the BALCONY GALLERY must be hired in accordance with the Licensor's free entry policy.
- (f) the Exhibition Space provided in THE BALCONY GALLERY is 9.76 metres of lined WALL SPACE. The layout of the walls cannot be altered. The Licensee has read and accepts the Installation Requirements (attached as Appendix 1). Any additional equipment that the Licensor supplies must have the prior approval of the Licensor and comply with Health & Safety standards. Any audio/video installations must be approved by the Council. Any installation proposals deemed by the Licensor to be outside the normal use of THE BALCONY GALLERY must have prior approval of the Licensor at the issued of this Licence.
- (g) the Licensee will complete THE BALCONY GALLERY Exhibition Information Form (attached as APPENDIX 2) thoroughly prior to the start of the Licence Period and acknowledges that any failure declare unusual proposals that later refused by the Licensor will result in the loss of any paid Licence Fee.
- (h) The Licensee will take responsibility for the administration of any sales of any works/exhibits.

3. Licensee's obligations

The Licensee agrees and undertakes:

- (a) to pay to the Licensor the Licence Fee payable without any deduction in advance.

Document title: Licence to occupy property on short term basis.

- (b) not to use the BALCONY GALLERY other than for the Permitted Use;
- (c) to keep the BALCONY GALLERY clean, tidy and clear of rubbish.
- (d) to not cause any obstruction along the floor area in front of the WALL SPACE that could prevent the use of the Balcony as a walkway.
- (e) to secure artworks by mirror plates (or similar secure fixing by agreement) to the wall space of THE BALCONY GALLERY
- (f) to give authorisation for the BALCONY GALLERY and its contents to be open access.
- (g) not to display any exhibits, artwork or notices of political, sexual, racial, offensive, commercial nor anything promoting religious beliefs anywhere on the WALL SPACE or elsewhere in the Building. The exhibition shall be inspected by and approval of the Licensor obtained prior to its opening. Should the Licensor require the removal of any exhibit, artwork or text by reason of its nature, or upon health and safety grounds, such decision shall be final;
- (h) not to do or permit to be done on the BALCONY GALLERY anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or occupiers of the Building;
- (i) not to cause or permit to be caused any damage to the BALCONY GALLERY, Building or any neighbouring property. You must make good promptly any damage you do cause to THE BALCONY GALLERY , Building or neighbouring property;
- (j) not to smoke or permit smoking anywhere in the Building;
- (k) not to overload the electrical system and to ensure any electrical equipment you provide/use which will be connected into the Licensor's mains supply must be P.A.T. tested and evidence of testing supplied before it is connected to the Licensor on request. Anything found to be unsafe must not be used until it has been repaired to the Licensor's reasonable satisfaction.
- (l) to provide two weeks prior to the exhibition to the Licensee a full list of exhibits, including individual values, and a proposed layout plan and any labels and exhibition information to be displayed with the exhibition that complies with the Installation Requirements (Appendix 2)

Document title: Licence to occupy property on short term basis.

- (m) to install and remove the exhibits including the provision of fixtures and fittings (eg. mirror plates) according to the Installation Requirements;
- (n) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the WALL SPACE and the Common Parts and be responsible for ensuring awareness of the fire drill for the Building and compliance with the fire procedure. All fire doors must be kept closed and fire exits kept clear;
- (o) to leave the BALCONY GALLERY in a clean and tidy condition and to remove the Licensee's Contents from the BALCONY GALLERY at the end of the Licence Period and in all other respects in accordance with clause 5.3 below;
- (p) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2;
- (q) to hold current Public Liability Insurance covering use of THE BALCONY GALLERY in the minimum sum of £5,000,000.00. The Licensee must provide a copy of the policy on request by the Licensor and the Licensee shall be responsible for insuring all artworks included in the exhibition and on display in THE BALCONY GALLERY or stored in the Building during the Licence Period.
- (r) You are responsible for insuring all artworks included in the exhibition. Neither the Council or its employees accepts liability for loss or damage during the exhibition, unless loss or damage is caused by negligence of the Council or its employees.
- (s) COVID-19. You are responsible for adhering to the RBC COVID-19 procedures when in place.

Document title: Licence to occupy property on short term basis.

4. Licensor's Obligations

The Licensor agrees and undertakes :

- (a) to keep the Building, including THE BALCONY GALLERY, fully insured against loss or damage by fire and related perils, and to use the proceeds of such insurance to rebuild or repair the Building;
- (b) to provide CCTV coverage of the Balcony.
- (c) to regularly monitor the area.
- (d) to have the Balcony cleaned regularly in accordance with the Licensor's cleaning specification from time to time, and to keep the WALL SPACE in a reasonable state of repair and properly maintained.
- (e) to be responsible for the restoration of the exhibition WALL SPACE to exhibition standard;
- (f) to include THE BALCONY GALLERY exhibition information in Rugby Art Gallery and Museum digital marketing. The Licensor will display posters in the allocated poster holders in the Rugby Art Gallery and Museum.

5. Marketing

Marketing of the exhibition is the Licensee's responsibility. All posters/flyers/notices must be approved by the Licensor prior to use. Rugby Art Gallery and Museum will display in-house template agreed posters in the Rugby Art Gallery and Museum. The Licensee may not display any notices or advertisements in any other areas in the Building. All press and publicity material, display notices or advertisements must include the words "**THE BALCONY GALLERY: Rugby Art Gallery and Museum**" and include appropriate logos following Brand Requirements (Appendix 3)

6. Termination and Reinstatement

6.1 This licence shall end on the earliest of:

- (a) DATE MONTH 202* ; and

Document title: Licence to occupy property on short term basis.

- (b) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3. (in such event the whole of the Licence Fee shall be payable); and
- (c) the expiry of not less than 3 months notice given by the Licensor to the Licensee or by the Licensee to the Licensor (in such event a refund of part of the Licence Fee that relates to the period after notice has expired less any administrative costs, fees or other expenses the Licensor may have incurred shall be payable);

6.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6.3 At the end of the Licence Period or on early termination under 6.1 above the Licensee shall make good any damage caused to the BALCONY GALLERY and return it to its condition prior to the granting of this licence to the reasonable satisfaction the Licensor's Senior Exhibitions Officer (or such other delegated officer) save that the Licensor shall be responsible for minor restoration to the BALCONY GALLERY. Any damage caused by the extraordinary or negligent use of the Licensee shall be the Licensees responsibility to make good.

6.4 If the Licensee fails to make good all damage caused to the BALCONY GALLERY or to reinstate it properly in accordance with clause 6.3 then the Licensor shall be permitted to do the work and the Licensee shall pay the costs of doing so (including administrative costs and if the Licensor does not pay then the Licensee shall have the right to sue for those costs as a simple contract debt.

7. Notices

7.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or email to the relevant party as follows:

- (a) to the Licensor at: Rugby Art Gallery and Museum, Little Elborow Street, Rugby CV21 3BZ and marked for the attention of Administration Officer; and
- (b) to the Licensee at: (or as otherwise specified by the relevant party by notice in writing to each other party.

Document title: Licence to occupy property on short term basis.

7.2 Any notice or other communication given in accordance with clause 7.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 12:00pm on the second working day after posting.
- (c) if sent by an attachment to an email, by the close of business on the day on which the email was sent to the recipient.

7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. Warranties for use or condition

8.1 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 8.1 or clause 8.2.

8.2 Nothing in this clause shall limit or exclude any liability for fraud.

9. Limitation of Licensor's liability

9.1 Subject to clause 9.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the BALCONY GALLERY; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to THE BALCONY GALLERY; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the BALCONY GALLERY in the exercise or purported exercise of the rights granted by clause 2.

Document title: Licence to occupy property on short term basis.

9.2 Nothing in clause 9.1. shall limit or exclude the Licensor's liability for:

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

10. Third party rights

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

11. Governing law

This licence 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 licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Document title: Licence to occupy property on short term basis.

Schedule 1 Rights granted to Licensee

- 1. The right for the Licensee to use during the Designated Hours:
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Room as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 The Service Media serving the Room.

Signed by
for and on behalf of Rugby Borough Council, Licensor	Manager
	Date:
Signed by	

Licensee	Date: