

**DATED**

Click or tap to enter a date.

**LICENCE TO OCCUPY ON SHORT TERM BASIS**

**relating to the area known as Floor One Gallery**

**BETWEEN**

**Rugby Borough Council**

And

**Licensee:** Click or tap here to enter text.

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### SCHEDULE

- Schedule 1 Rights granted to Licensee .....

This licence is dated      [Click or tap here to enter text.](#)

## Parties

- (1) RUGBY BOROUGH COUNCIL of Town Hall, Evreux Way, Rugby CV21 2RR (**Licensor**)
- (2) Name and Address (**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. Alternate Mondays may be open depending on logistics and prior approval of the Art Gallery and Museum.

**Exhibition Space**: the space provided in the Room as shown on the attached Gallery Plan.

**Licence Fee**: a fee of £ .....

**Licence Period**: the period from and including **MONDAY day month 2025 at 1pm until 11am on MONDAY day month 2025** or the date on which this licence is determined in accordance with clause 6.

\\rugby.internal\rugm\Everyone\FREELANCE GALLERIES\2. FLOOR ONE GALLERY\Floor One Hirer Documents\Floor one complete pack for hirer 2025\BLANK Licence to occupy Room Floor One Gallery on a short term basis 2025 BLANK.docx

**Permitted Use:** to use the Room for visual art, craft and media exhibition purposes only. Related free events e.g. talk or demonstration are permissible subject to prior approval of the Licensor during the Licence Period.

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

**Room:** the room known as "Floor One Gallery" with adjoining kitchen facility.

**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.
- 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 Room 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 Room for the Permitted Use) together with the right[s] mentioned in the Schedule 1.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Room 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 Room and the Licensee has no right to exclude the Licensor from the Room;
  - (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) the Room must be hired in accordance with the Licensor's free entry policy.
  - (e) the Exhibition Space provide in the Room is 17:75 metres of lined wall space an estimated 65 square metres of floor space. The layout of the walls within the space cannot be altered. The Licensee has read and accepts the Installation Requirements (attached at Appendix 2). Any additional equipment that the Licensor supplies must

have the prior approval of the Licensor and comply with Health & Safety standards. Any installation proposals deemed by the Licensor to be outside the normal use of the Floor One Gallery must prior approval of the Licensor at the issued of this Licence.

- (f) the Licensee will complete the Floor One Gallery Exhibition Information Form 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.
- (g) on rare occasions the corridor area outside the Floor One Gallery may be used by Rugby Art Gallery Museum as overflow school space on these occasions alternative access the Floor One Gallery will be provided if necessary.
- (h) You are entitled to use the kitchen for the provision of hot and cold drinks and cold food such as sandwiches, cakes and biscuits but NOT for the preparation and cooking of hot food and NOT to be offered for sale. You are responsible for satisfying all Health and Safety requirements and standards for the supply of refreshments. You must keep the kitchen tidy and free from rubbish at all times.
- (i) Previews are optional and must be agreed in advance with the licensor. Should you choose to hold a preview, you are responsible for all aspects of organising it. Not more than 50 people are allowed in the room at any one time. You are responsible for restoring the Room to the condition it was in before the Preview. The serving of food or drink must be agreed in advance with the Licensor. No food or drink is permitted outside the Floor One Gallery. Previews are not permissible if COVID restrictions are in place.
- (j) 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.
- (b) to keep the Room clean, tidy and clear of rubbish;
- (c) not to use the Room other than for the Permitted Use;
- (d) to be responsible for the supervision of the Contents of the Room at all times. If the Licensee gives authorisation for the Room to be opened while they are not present they will continue to have full responsibility for the Contents.
- (e) not to make any alteration or addition whatsoever to the Room;
- (f) not to display any exhibits, artwork or notices of a political, sexual, discriminatory, offensive, commercial or promotional nature (including religious beliefs) anywhere in the Room 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 or artwork by reason of its nature, or upon health and safety grounds, such decision shall be final;

- (g) not to do or permit to be done on the Room 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;
- (h) not to cause or permit to be caused any damage to the Room, Building or any neighbouring property. You must make good promptly any damage you do cause to the Room , Building or neighbouring property. ;
- (i) not to smoke or permit smoking in the Room or anywhere in the Building;
- (j) not to overload the electrical system in the Room 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.
- (k) 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)
- (l) to install and remove the exhibits including the provision of fixtures and fittings (eg. mirror plates) according to the Installation Requirements;
- (m) 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 Room 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 exists kept clear;
- (n) to leave the Room in a clean and tidy condition and to remove the Licensee's Contents from the Room at the end of the Licence Period and in all other respects in accordance with clause 5.3 below;
- (o) 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;

- (p) to hold current Public Liability Insurance covering use of the Room 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 Room or stored in the Building during the Licence Period.
- (q) 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.
- (r) COVID-19. You are responsible for adhering to the RBC COVID-19 procedures when in place.

#### **4. Licensor's Obligations**

The Licensor agrees and undertakes :

- (a) to keep the Building, including the Room, 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 have the Room cleaned regularly in accordance with the Licensor's cleaning specification from time to time, and to keep the Room in a reasonable state of repair and properly maintained.
- (c) to be responsible for the restoration of the exhibition wall space to exhibition standard;
- (d) to include Floor One Gallery exhibition information in its monthly e-mail newsletter, in other social media (such as Instagram and Facebook) and on the Rugby Art Gallery & Museum website. 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 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 "**Floor One 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:

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- (a) **Day month 2025;** and
  - (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 Room 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 exhibition wall space. 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 Room 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 the Licensee address given Parties, page 2, this document; or as otherwise specified by the relevant party by notice in writing to each other party.
- 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 Room; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Room; 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 Room in the exercise or purported exercise of the rights granted by clause 2.

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.

**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 Sally Godden

Date.....

for and on behalf of Rugby Borough Council, **Licensor**

Signed by

Date.....

**Licensee**