

**RSC COSTUME HIRE
APPENDIX 1: TERMS AND CONDITIONS OF HIRE**

1. HIRE TERMS

1.1 This Appendix sets out the Terms and Conditions by which the Royal Shakespeare Company ("RSC") agrees to hire the Costumes to the Hirer forming a contract between the RSC and the Hirer who agrees to accept such terms. "Costumes" are defined as a set of clothes or accessories previously worn by or made for an actor or performer for a particular role.

1.2 The RSC Costume Hire Deal Terms ("Deal Terms") together with this Appendix 1 (Terms and Conditions of Hire); Appendix 2 (Checklist of Items to be Hired) and the cover letter attached are referred to as "Agreement" and form the entire agreement between the Hirer and the RSC to the exclusion of any terms and conditions on any purchase order or other documentation whether provided by the Hirer or otherwise and supersede all previous agreements between the parties in relation to the hire of the Costumes.

1.3 The Hirer must be at least eighteen (18) years of age.

1.4 All minors under 18 years must be accompanied by an adult at all times. Minors visiting the Store for school related projects must be accompanied by a tutor.

1.5 The RSC does not fire test its costumes or treat them with flame retardant. They are therefore not intended for use by children in play or private hire. In the event that the Hirer should hire them with the intent to use them in this manner then the Hirer shall do so at its own risk and the RSC shall not

2. ORDER OF PRECEDENCE

2.1 In the event of any conflict between the Deal Terms and Appendices 1 and 2, the order of precedence for interpretation shall be as follows:

- (i) Deal Terms;
- (ii) Appendix 2—Costume Checklist;
- (iii) Appendix 1—Terms and Conditions of Hire; and
- (iv) Cover Letter

3. FEES AND PAYMENT

3.1 The Hirer shall pay to the RSC the Total Hire Fee as set out in the Deal Terms. This Total Hire Fee may be inclusive of other additional charges as outlined in the Deal Terms for the hire of the Costumes during the Hire Period. The RSC will calculate all fees and charges due from the Hirer in accordance with this Agreement and the RSC's decision shall be final.

3.2 The RSC will not refund any part of the Total Hire Fee when the Costumes are returned before the date specified.

3.3 Additional fees are charged for selection services, fittings, fitting room hire and any requested alterations that have been discussed and sanctioned by the RSC ("Additional Services"). Selection services and fitting room hire are charged at ten (£10) pounds per hour for the first five hours thereafter at one hundred (£100) pounds for the day per service. Fittings are charged at ten (£10) pounds per person.

3.4 The RSC may require the Hirer to pay an additional advance deposit ("Security Deposit") which will be refunded in full only once the Costumes have been returned and determined by the RSC to be in satisfactory condition on the date specified in the Deal Terms. The RSC may refund the Security Deposit within up to fourteen (14) days from receipt of the Costumes.

3.5 The Total Hire Fee and any applicable Advance Deposit: (a) must be paid in full and received by the RSC prior to the release of the Costumes; and (b) where payment is made via a purchase order, the RSC

must be in receipt of a signed, complete and valid Order prior to the release of the Costumes. Payment terms of the Order must state that all amounts due shall be paid within twenty one (21) days from the date of receipt of an invoice from the RSC.

3.6 The details of the hire fees are outlined per item of Costume ("Costume Unit") in Appendix 2 along with the list of Costumes hired and the rates charged for weekly hire of Costume Units are as follows:

Period	Charge
Week 1	One hundred (100%) percent of Costume Unit hire fee
Week 2	Fifty (50%) percent of Costume Unit hire fee
Weeks 3 -12	Twenty five (25%) percent of Costume Unit hire fee
> Week 12	Ten (10%) percent of Costume Unit hire fee

3.7 Fees are charged per week without any pro-rating for part weeks. This is inclusive of penalty charge weeks.

3.8 All amounts payable are exclusive of VAT which shall (if applicable) be payable by the Hirer at the prevailing rate.

3.9 Should hired Costumes be packed in an RSC skip a further deposit may be required for this facility.

4. PENALTIES AND LATE PAYMENT

4.1 The Hirer shall be liable for any loss of or damage to the Costumes during the hire period ("Hire Period") stated in the Deal Terms.

4.2 If the Hirer fails to return the Costumes in what the RSC deems to be satisfactory condition and on the specified return date stated in this Agreement, the Hirer will be in breach of its obligations. In the event of such a breach, the Hirer will be liable for the extended weekly hire charge ('Penalty Charge') per unreturned item of Costume for up to and including twenty eight (28) days ('Penalty Period').

4.3 If after the penalty period the Hirer fails to return the costumes in a satisfactory condition or fails to return the costumes at the end of the Extended Hire Charge Period, the RSC may issue an invoice for the replacement cost of the said costume ('Replacement Charge'), to be determined by the RSC at its sole discretion, acting reasonably.

4.4 The Hirer and the RSC confirm that the Extended Weekly Hire Charge and the Replacement Charge are reasonable and proportionate to protect against any failure by the Hirer to return the costumes in a satisfactory condition. The Hirer may be supplied upon request with a breakdown of the hire value of each garment upon collection from RSC.

4.5 The Hirer shall be required to make payment of the Replacement Charge within twenty eight (28) days from the date of the invoice.

4.6 If the RSC retains a Security Deposit, the RSC may deduct from the Deposit any amount equal to the Penalty and/or Replacement Charges incurred prior to returning the Security Deposit to the Hirer.

4.7 **If the Hirer returns the Costumes not cleaned (as provided for in clause 6.2(g), modified, altered or uses the Costumes for any purpose other than those outlined in this Agreement without prior written consent of the RSC, the**

5. CARRIAGE COSTS AND INSURANCE

5.1 All carriage costs, carriage clearance charges, import export duties and taxes will be payable by the Hirer even if arrangements for despatch or return of the Costumes are made by the RSC. The Hirer shall also be solely responsible at its own cost for complying with any legislation relating to the export of the Costumes, including but not limited to obtaining any export licences or other permissions and complying with any requirements of HMRC or other authorities.

5.2 The Hirer will effect insurance cover for the Costumes to their full Replacement Charge or insurance value (whichever the greater) as detailed in the Deal Terms. The Hirer will ensure that it keeps the Costumes insured on this basis for the entire Hire Period, including transit to and from the RSC premises and in the event that the Hirer returns the Costumes late, until such time that the Costumes are returned to the RSC. On request by the RSC, the Hirer must provide proof of such insurance and premium paid. The Hirer will ensure that it does not do or omit to do anything which may render such policy void or voidable.

6. COSTUME ACCEPTANCE, CARE AND RETURN PROCEDURE

6.1 Costumes are hired on an 'as is where is' basis. The RSC will use all reasonable efforts, where possible, to ensure that the Costumes are supplied clean and in suitable condition for use. The Hirer shall check the Costumes promptly upon receipt and notify the RSC of any discrepancy within twenty four (24) hours thereof. The Hirer will be deemed to have accepted the quality and condition in which the Costumes were received, in the event that it fails to do so.

6.2 The Hirer will take good care of the Costumes at all times during the Hire Period and any extension thereof and in particular will comply with the following requirements:

- a. **If the Costumes have been hired for use outdoors, the Hirer will not use them during wet weather or under any outside conditions that may result in damage to the Costume;**
- b. **Use of the costumes for fancy dress or for parties or at any venue or location where food or drink is being consumed is done entirely at the Hirers own risk and any damage will be charged in accordance with clause [4];**
- c. **Stage blood may not be used on the Costumes;**
- d. **The Costumes may not be distressed or broken down in any manner whatsoever;**
- e. **RSC labels or hanging loops must not be removed from Costumes;**
- f. **The Hirer may not modify or alter the Costumes in any way without the prior written approval of RSC and if approval is given, such modification or alterations must be carried out strictly in accordance with any instructions given by the RSC;**
- g. **Where the Costume items consist of shirts, tights and hose ("Linens") the Hirer must wash such items with due care and attention prior to their return or the Hirer may be subject to an additional charge if they are returned unwashed;**
- h. **The Hirer will not under any circumstances attempt to wash Costume Units other than Linens or dry clean any Costume Units. Dry cleaning will be carried out by the RSC at the end of the Hire Period as required by the RSC and charged to the Hirer. In the event that the Hirer has any doubt with respect to how to wash the Linens the Hirer must contact the RSC for instructions/ advice;**
- i. **The Hirer shall notify the RSC promptly in the event of any damage to or loss of any Costumes;**
- j. **Costumes must be returned in the original packing carton, dress bag, accessory bag, hanger or other packaging originally provided by the RSC;**
- k. **In order to avoid damaging the Costumes and incur-**

ring additional charges, the Costumes must be packed carefully with any footwear and/or heavy items at the bottom, clothing in the middle and hats/delicate items at the top;

1. The Hirer must use the return address label provided by the RSC; and
m. The Hirer shall provide contact / production details to the RSC upon returning the Costumes to enable easy identification.

6.3 The Hirer is solely responsible for the Costumes at all times when the Costumes are not on the RSC's premises and in its possession. The Hirer shall at all times keep the Costumes at the location specified in the Agreement, unless an alternative location is approved in writing in advance by the RSC.

7. COSTUME SELECTION, DELIVERY AND CANCELLATION

7.1 Selection of the Costumes can be made by the Hirer:

- (a) via email or telephone to the RSC; or
- (b) by a visit to the RSC Costume Hire with prior appointment.

7.2 Where selection of the Costume is made by the RSC, the RSC will make all reasonable endeavours to provide a selection that meets the Hirers requirements and to communicate such choices for approval. In the event that time not allow for such communication between the Hirer and the RSC, the RSC's decision and selection shall be final.

7.3 The additional charges that may apply with respect to any Costumes selected in accordance with this clause 7 and held by the RSC on behalf of the Hirer prior to the commencement of the Hire Period are as set out in the Deal Terms.

7.4 A booking will only be treated as confirmed once this Appendix 1 has been signed by the Hirer and returned to the RSC. If a Hirer cancels a booking or a hire after the Holding Period, a cancellation fee will apply.

7.5 Upon request by the Hirer the RSC may arrange:

- (a) the outward delivery of Costumes; and
- (b) the return delivery of the Costumes.

7.6 Where clause 7.5 applies, the Hirer shall be responsible to contact the courier company directly to arrange pick up and ensure delivery back to the RSC premises for the return date outlined on the Deal Terms. Failure to do so may result in an additional weeks hire fee. The Hirer will be responsible to pay the RSC for all courier charges incurred.

8. COSTUME HIRE ACCESS

8.1 Only assisting dogs are permitted on the RSC Costume Hire premises. Any person under the age of eighteen (18) years must be accompanied by an adult.

8.2 In the event that the Hirer elects to select the Costumes in accordance with clause 7.1(b), the Hirer shall ensure that there are no more than four (4) people per group per visit and the RSC reserves the right not to provide on-site fittings.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Ownership of and title in the Costumes and their design shall remain at all times with the RSC. The Hirer shall have no right or interest in the Costumes except for the right to use the Costumes under the terms of this Agreement.

9.2 The Hirer shall not sell, rent or otherwise dispose of any of the Costumes or give any third parties the legal rights to the Costumes or their design or transfer or try to transfer legal ownership.