

8.2 In the event that the Hirer elects to select the Props in accordance with clause 7.1(b), the Hirer shall ensure that there are no more than four (4) people per group per visit.

**9. INTELLECTUAL PROPERTY RIGHTS**

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

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

9.3 The Hirer shall not in any way, without prior written permission, make use of any trade marks owned by the RSC.

**9.4 The Hirer warrants that any photographs or images taken by the Hirer on the RSC Prop Hire premises shall only be for personal use and shall not be published or in any manner made accessible to the public.**

**10. FORCE MAJEURE**

10.1 The RSC shall not be liable for any loss howsoever arising from non-delivery or delay in delivery caused by events outside the RSC's control including but not limited to, flood, fire, earthquake, storm, war, terrorism, strikes, lock-outs or other industrial action, riots or any act, regulation, legislation or ruling of any Government, regulatory or national authority or of any competent court or any default on the part of the carriers of the Props.

**11. LIABILITY AND INDEMNITY**

11.1 The Hirer shall indemnify the RSC on demand against any losses, claims, damages, liabilities and/or expenses of whatever nature suffered by the RSC as a result of the late return of the Props.

11.2 Nothing in this Agreement shall exclude or limit in any way any liability in respect of death or personal injury resulting from the either party's negligence or any other liability which may not legally be excluded.

11.3 The RSC's maximum aggregate liability to the Hirer for any claims under this Agreement whether arising in contract, tort (including negligence) or otherwise shall be limited to the Total Hire Fee. The RSC shall not be liable to the Hirer for any indirect or consequential loss or damage, loss of profit or loss of business howsoever caused.

**12. TERMINATION**

12.1 The RSC may terminate this Agreement immediately on written notice to the Hirer:

- a. if the Hirer fails to pay any sums when due; or
- b. if the Hirer commits a material breach of this Agreement or persistently breaches this Agreement and, where remedy is practicable, fails to remedy such breach within seven (7) days of receiving written notice from the RSC of the breach in question; or
- c. if the Hirer suffers any distress or execution to be levied against the Hirer or makes or proposes to make any arrangement with its creditors or goes into receivership, administrative receivership or liquidation or undergoes any similar procedure in another jurisdiction; or
- d. if the RSC prop department require a certain prop back for any reason. If this is the case a prop of equal or similar function will be used to replace said prop at no additional fee.

12.2 Termination of this Agreement is without prejudice to any rights or remedies of the parties which have accrued prior to the date of termination, including without limitation in the case of the RSC the right to recover from the Hirer any or all of the following:

- a. any arrears of the Hire Fee and other charges accrued due and unpaid under this Agreement;
- b. any costs and expenses incurred by the RSC in locating, repossessing, recovering or restoring the Props or collecting any payments due under this Agreement; and
- c. the costs of repairing or replacing any lost or damaged Props.

12.3 If this Agreement is terminated by the RSC, the RSC shall be entitled to retake possession of the Props and for that purpose the Hirer gives to the RSC licence to enter into any premises where the Props may be stored or held.

**13. CONFIDENTIALITY**

13.1 The Hirer acknowledges that information of a confidential nature relating to the RSC's business may be disclosed to the Hirer or come to the Hirer's attention during the course of this Agreement. The Hirer will not disclose any such information to any person except the Hirer's professional advisors without the RSC's prior written approval unless it is or becomes public knowledge through no fault of the Hirer. This applies both during and for a period of ten (10) years after the term of

this Agreement.

**14. GENERAL**

14.1 Any notices under this Agreement shall be in writing and sent by registered post to the address of the relevant party as set out in the Deal Terms.

14.2 This Agreement may be assigned or sub-contracted by the RSC in whole or in part to any third party. This Agreement is personal to the Hirer and the Hirer may not assign, charge, sub-contract or transfer it without the RSC's prior written consent.

14.3 This Agreement is not intended to confer any rights of enforcement on any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply to any part of this Agreement.

14.4 This Agreement will not be deemed to create any partnership, agency or joint venture between the RSC and the Hirer.

14.5 This Agreement may be varied only in writing signed by an authorised representative of each party.

14.6 If at any time any of the provisions of this Agreement become invalid under any law or regulation, this will not affect the validity of the remaining provisions of this Agreement in any way.

14.7 No failure or delay on the part of either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.8 This Agreement is governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with it.

**15. ANTI-SLAVERY**

15.1 In performing your obligations under this Agreement, you shall: comply, and procure that all of your suppliers comply, with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and have and maintain through the term of this Agreement your own policies and procedures to ensure compliance with such laws.

**16. DATA PROTECTION**

16.1 For the purposes of this clause:  
 a. "Data Protection Laws" means the Data Protection Act 1998 (and, once enacted, any replacement thereof including as foreseen by the UK Data Protection Bill HL 66), Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly known as "GDPR"), together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to the Artist and/or the RSC in any relevant jurisdiction; and the terms "controller", "processor", "personal data", "sensitive personal data" (which shall include "special categories of data"), and "processing" shall have the meanings given to them in the Data Protection Laws.  
 b. The parties will comply with all applicable Data Protection Laws. The parties warrant that they have in place now and will on a continuing basis take all necessary technical and organisational measures to keep such personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access and the parties agrees to act only in accordance with the each other's instructions in relation to such data.

**Contacts** Please complete form in BLOCK CAPITALS

Contact Name			
Company Name			
Secondary Contact			
Type of Business		Where did you hear about the RSC Prop Hire?	
Invoice Address			
		Postcode:	
Delivery Address (if different to above)			
		Postcode:	
Telephone Number			
Email Address			

**Hire Duration** Hire period is charged from when your order leaves the store to when it is returned

Date of Selection	/ /		
Production / Event Name			
Props to be sent/Collected from store	/ /	Props returned to store	/ /

**Holding Fee**

I agree to pay the holding fee of £2.50 per Prop per week.	Signature
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**Carriage** Please contact Instant Response on 01789 550213 to arrange your Prop return. If you require further information or special delivery requests please contact the Prop Store.

Do you require the Props to be <b>SENT OUT</b> via RSC courier?	YES	NO
Do you require the Props to be <b>RETURNED</b> via RSC courier?	YES	NO

**Finance**

Number of Weeks Hire		Additional Information	
Total Hire Value (Net)	£		
Additional Services (Net)	£	Insurance Value	£
Carriage (Net)	£	Payment Method	
<b>TOTAL HIRE FEE (Net)</b>	<b>£</b>	For Office Use Only: Security Deposit Required	Not required £

**Signature** Please note: typed signatures are not accepted

	Date
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**RSC PROP 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 Props to the Hirer forming a contract between the RSC and the Hirer who agrees to accept such terms. "Props" are defined as small hand held items that are used by actors in a particular performance.

1.2 The RSC Prop 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 Props.

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

**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—Prop 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 Props 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 Props are returned before the date specified.

3.3 Additional fees are charged for selection services. Selection services are charged at ten (£10) pounds per hour for the first five hours thereafter at one hundred (£100) pounds for the day per service.

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 Props 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 Props.

**3.5 The Total Hire Fee and any applicable Advance Deposit: must be paid in full and received by the RSC prior to the release of the Props; and**

**(a) 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 Props. 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 Prop ("Prop Unit") in Appendix 2 along with the list of Props hired and the rates charged for weekly hire of Prop Units are as follows:

Period	Charge
Week 1	One hundred (100%) percent of Prop Unit hire fee
Week 2	Fifty (50%) percent of Prop Unit hire fee
Weeks 3 -12	Twenty five (25%) percent of Prop Unit hire fee
> Week 12	Ten (10%) percent of Prop 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 Props 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 Props during the hire period ("Hire Period") stated in the Deal Terms.

**4.2 If the Hirer fails to return the Props 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 Prop for up to and including twenty eight (28) days ('Penalty Period').**

4.3 If after the Penalty Period the Hirer fails to return the Prop in a satisfactory condition, the RSC may issue an invoice for the replacement cost of the said Prop ('Replacement Charge') as follows:

Total Unit Hire Fee	Replacement Charge
Up to £20	Up to ten (10) times the value of the Total Hire Fee
Over £20	To be determined by the RSC at its sole discretion

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

4.5 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.

4.6 **If the Hirer returns the Props modified, altered or uses the Props for any purpose other than those outlined in this Agreement without prior written consent of the RSC, the Hirer shall pay the RSC any charges that the RSC deems appropriate for, amongst others, the cleaning, repair, change of use and/or replacement of the Prop.**

4.7 The RSC may charge interest which shall accrue daily on any late payments at a rate of three per cent (3%) above the base lending rate from time to time of Barclays Bank plc for sterling from the due date until payment after as well as before judgement.

**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 Props 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 Props, 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 Props 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 Props 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 Props late, until such time that the Props 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. PROP ACCEPTANCE, CARE AND RETURN PROCEDURE**

6.1 Props are hired on an 'as is where is' basis. The RSC will use all reasonable efforts, where possible, to ensure that the Props are supplied in suitable condition for use. The Hirer shall check the Props 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 Props were received, in the event that it fails to do so.

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

- a. **If the Props 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 Prop;**
- b. **The Props may not under any circumstances be used as fancy dress or for parties and should the Hirer use the Props at any venue or location where food or drink is being consumed, the Hirer is required to act responsibly to avoid any damage to the Prop;**
- c. **The Props are all hired on a non-working basis and the RSC are not liable for any misuse that may occur from using a prop in any function.**
- d. **The Props are not to be used as containers for food and drink which is to be consumed.**
- e. **Stage blood may not be used on the Props;**
- f. **The Props may not be distressed or broken down in any manner whatsoever;**
- g. **No tape, with the exception of painter's tape, is to be used to fix labels onto the props. Any tape found on the Props may incur an additional charge;**
- h. **The Hirer may not modify or alter the Props 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;**
- i. **The Hirer shall notify the RSC promptly in the event of any damage to or loss of any Props;**
- j. **Props must be returned in the original packing carton or other packaging originally provided by the RSC;**
- k. **In order to avoid damaging the Props and incurring additional charges, the Props must be packed carefully with any heavy items at the bottom and delicate items at the top. Crockery and glassware must be at the top and individually wrapped in suitable packing to**

**prevent damage;**  
**I. 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 Props to enable easy identification.**

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

**7. PROP SELECTION, DELIVERY AND CANCELLATION**

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

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

7.2 Where selection of the Prop 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 Props 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 Props; and
- (b) the return delivery of the Props.

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. PROP HIRE ACCESS**

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

8.2 All visitor to the Prop hire site must be wearing suitable closed toe footwear to be allowed access to the store