

**7.4** 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.

**8 TERMINATION**

**8.1** The RSC may terminate this Agreement immediately on written notice to the Hirer, without affecting any other right or remedy available to it, if the Hirer fails to pay any amount due under this Agreement on the due date for payment.

**8.2** Either party can terminate this Agreement if:

(a) a party suspends or ceases, or threatens to suspend or cease, carrying on business;

(b) damages, or potentially damages, the other party's reputation in a manner in which that other party can prove;

(c) commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(d) repeatedly breaches any of the terms of this Agreement, in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

**8.3** 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 Costumes or collecting any payments due under this Agreement; and

(c) the costs of repairing or replacing any lost or damaged Costumes.

**8.4** Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

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

**9 Data Protection**

**9.1** For the purposes of this clause: (a) "Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and (b) 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.

**9.2** Each party shall, at its own expense, ensure that it complies with

and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

**10 CONFIDENTIALITY**

**10.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 10.2.

**10.2** Each party may disclose the other party's confidential information:

(a) to its employees, students, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, students, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 6; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**10.3** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

**11 GENERAL**

**11.1** 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.

**11.2** 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, subcontract or transfer it without the RSC's prior written consent.

**11.3** 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.

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

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

**11.6** 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.

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

**11.8** 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.

RSC Costume Hire  
The Other Place  
Southern Lane  
CV37 6BH  
TEL: 01789 272444

RSC Costume Hire Deal Terms			
<b>Contacts</b>			
Contact Name			
Company Name			
Secondary Contact			
Type of Business			
Where did you hear about the RSC Costume Hire?			
Invoice Address			Postcode:
Delivery Address (if different to above)			Postcode:
Telephone Number			
Email Address			
Name of project, production or purpose of the Costume Hire (the "Project")			
<b>Hire Duration</b> <span style="float: right; font-weight: normal;">Hires are charged per week and will not be prorated for parts weeks. This is charged from the date you receive the costumes to the date they leave your premises. Hirers are responsible for all costumes while in transit.</span>			
Date of Selection	/ /		
First Date of Hire	/ /	Last Date of Hire (all hires are calculated on a weekly basis) (together the "Hire Period")	/ /
<b>Holding / Styling / Costumier / Fitting Room Fee</b>			
I agree to pay the holding fee of £2.50 per Costume per week.	Signature		
I agree to pay the styling/ costumier/ fitting room fee of £10 per hour.	Signature		
<b>Carriage</b>			
Do you require the costumes to be <b>SENT OUT</b> via RSC courier?	YES	NO	
Do you require the costumes to be <b>RETURNED</b> via RSC courier?	YES	NO	
<b>Finance - FOR OFFICE USE ONLY</b> <span style="float: right; font-weight: normal;">Please contact Instant Response on 01789 293849 to arrange your costume return. If you require further information or special delivery requests please contact Costume Hire</span>			
CASE ID			
Number of Weeks Hire			
Total Hire Value (Net)	£		
Additional Services (Net)	£	Insurance Value	£
Carriage (Net)	£	Payment Method	
<b>TOTAL HIRE FEE(Net)</b>	£	Security Deposit Required	Not required £
<b>Signature</b> <span style="float: right; font-weight: normal;">Please note: typed signatures are not accepted</span>			
			Date

## Terms and Conditions of Hire

### 1 HIRE TERMS

**1.1** These terms and conditions (the "Terms") govern the renting of clothes or accessories previously worn by or made for an actor or performer for a particular role (the "Costumes") by the Royal Shakespeare Company (the "RSC") to the Company set out in the Deal Terms (the "Hirer").

**1.2** The Deal Terms and these Terms (together the "Agreement") form the entire agreement between the Hirer and the RSC to the exclusion of any terms and conditions whether provided by the Hirer or otherwise and supersede all previous agreements between the parties in relation to the hire of the Costumes. By hiring the Costumes, the Hirer is agreeing to this Agreement.

**1.3** The Hire Duration is as set out in the Deal Terms.

**1.4** In the event of any conflict between the Deal Terms and the Terms, the Deal Terms will apply.

### 2 FEES AND PAYMENT

**2.1** The Hirer shall pay to the RSC the Total Hire Fee as set out in the Deal Terms. The Total Hire Fee will 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.

**2.2** The RSC will not refund any part of the Total Hire Fee if the Costumes are returned before the date specified in the Deal Terms.

**2.3** 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"). Details of the fees charged for Additional Services can be requested from the RSC.

**2.4** The RSC may require the Hirer to pay an additional advance deposit ("Security Deposit") which will be refunded once the Costumes have been returned and determined by the RSC to be in satisfactory condition on the date specified in the Deal Terms. Provided that the Costumes are satisfactory, at the RSC sole discretion, the RSC will refund the Security Deposit within fourteen (14) days from receipt of the Costumes.

**2.5** The Total Hire Fee and any applicable Security Deposit:

(a) must be paid in full and received by the RSC prior to the release of the Costumes by the RSC to the Hirer; 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.

**2.6** Fees are charged per week without any pro-rating for part weeks. This is inclusive of Penalty Charge (as per clause 3.8).

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

**2.8** All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**2.9** If the Hirer fails to make a payment due to the RSC under this Agreement by the due date, then, without limiting the RSC's remedies, the Hirer shall pay interest on the overdue sum from the due

date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

### 3 COSTUME CARE AND PENALTIES

**3.1** The RSC shall hire the Costumes to the Hirer in accordance with this Agreement.

**3.2** Costumes are hired on an 'as 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.

**3.3** The Hirer shall check the Costumes promptly upon receipt and notify the RSC of any discrepancy within twenty four (24) hours. 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 give the requisite notice under this clause.

**3.4** 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 be liable for any damage whatsoever resulting from such use.

**3.5** If a Hirer cancels a hire on more than 7 days' notice before the First Date of Hire (as set out in the Deal Terms), the RSC will refund the Total Hire Fee less any costs already incurred by the RSC in connection with the hire.

**3.6** If a Hirer cancels a hire with 7 days or less notice of the First Date of Hire, the Hirer will not be entitled to a refund.

**3.7** 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 Costumes;

(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 Hirer's own risk;

(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 Costumes other than Linens or dry clean any Costumes. 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 incurring 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;

(l) 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.

**3.8** The Hirer shall be liable for any loss of or damage to the Costumes during the Hire Period.

**3.9** 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 each Costume for up to and including twenty eight (28) days ('Penalty Period').

**3.10** 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 Penalty Period, the RSC may issue an invoice for the replacement cost of the Costume ('Replacement Charge'), to be determined by the RSC at its sole discretion, acting reasonably.

**3.11** The Hirer shall be required to make payment of the Penalty Charge and Replacement Charge within twenty-eight (28) days from the date of the invoice.

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

**3.13** If the Hirer returns the Costumes not in accordance with clause 3.8 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 Costumes.

### 4 DELIVERY RISK AND TITLE

**4.1** All delivery costs, 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.

**4.2** The Hirer will have sufficient 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.

**4.3** The Hirer is responsible for all Costumes from the time they

leave RSC premises to the time they are received back at RSC Costume Hire. This includes all time in transit. The Hirer may be required to show proof of dispatch from their premises.

### 5 INTELLECTUAL PROPERTY RIGHTS

**5.1** 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.

**5.2** The Hirer may not sell, loan, assign, pledge, encumber or part possession with the Costumes.

**5.3** The RSC acknowledges and agrees that the Hirer shall be the sole and exclusive owner of the copyright and all other rights to the products of Hirer's photography, filming and recording (as may be applicable) of the Costumes (such products of photography, filming and recording being the "Material") including the perpetual and irrevocable right to, and to licence others to, use and re-use all or any part of the Material in connection with the Project.

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

**5.5** The Hirer warrants that it shall not use the Costumes in any manner that may bring the reputation or brand of the RSC into disrepute.

**5.6** The Hirer shall include a credit in the Material to acknowledge the Costumes belong to the RSC and shall facilitate marketing or publicity opportunities in favour of the RSC in connection with the Project wherever possible.

### 6 FORCE MAJEURE

**6.1** The RSC shall not be liable for any loss howsoever arising from non-delivery or delay in delivery of the Costumes 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 Costumes.

### 7 LIABILITY AND INDEMNITY

**7.1** 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.

**7.2** The Hirer shall indemnify the RSC against any losses, claims, damages, liabilities and/or expenses of whatever nature suffered by the RSC as a result of (i) damage to the Costumes or (ii) the late return of the Costumes.

**7.3** Subject to clause 7.1, the RSC shall not be liable under this Agreement for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.