

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any photographs or images taken by the Hirer on the RSC Costume Hire premises shall only be for personal use and shall not be published or in any manner made accessible to the public.**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

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 Costumes.

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, if the Hirer fails to pay any sums when due.

12.2 Either party may terminate this Agreement if the other party:

- a. 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 other party of the breach in question; or
- b. suffers any distress or execution to be levied against the other party 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.

12.3 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.

12.4 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.

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. Data Protection

15.1 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.

1.2 The parties will comply with all applicable Data Protection Laws in relation to any data shared between each other in relation to this Agreement.

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

Signature	
	Date

Deal Terms			
Contacts		Please complete form in BLOCK CAPITALS	
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			
Hire Duration		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.	
Date of Selection	/ /		
Production / Event Name			
First Date of Hire	/ /	Last Date of Hire (all hires are calculated on a weekly basis)	/ /
Holding / Styling / Costumier / Fitting Room Fee			
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	
Carriage		Please contact Instant Response on 01789 293 849 to arrange your costume return. If you require further information or special delivery requests please contact the Costume Store	
Do you require the costumes to be SENT OUT via RSC courier?	YES	NO	
Do you require the costumes to be RETURNED via RSC courier?	YES	NO	
Finance - FOR OFFICE USE ONLY			
Number of Weeks Hire		Additional Information	
Total Hire Value (Net)	£		
Additional Services (Net)	£	Insurance Value	£
Carriage (Net)	£	Payment Method	
TOTAL HIRE FEE (Net)	£	Security Deposit Required	Not required £
Signature		Please note: typed signatures are not accepted	
	Date		

CUSTOMER REF:

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 be liable for any damage whatsoever resulting from such use.

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 13 on-wards	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 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 Costume.**

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.

5.3 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.

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 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.**

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.