

# Surrey Arts Wardrobe

## Terms and Conditions of Hire



### 1 General

The contract is for the hire of items of costume, props and accessories ('the Hire Items') more particularly set out in the Hire Documentation on the reverse. The parties to the contract are:

- a. The individual, group, society, company, member or friend or other such organisation who have signed the Hire Documentation ('the Hirer') and
- b. Surrey Arts Wardrobe, Surrey County Council, 14 The Pines, Guildford, Surrey, GU3 3BH ('the Wardrobe')

The contract applies only to those who agreed it originally and cannot be transferred to another and is effective when the Wardrobe accepts the request to hire or borrow.

All items retain their original ownership and must be returned to the Wardrobe at the end of the hire/borrow period.

### 2 Hire Charges

#### a. Basis of Charging

Hire charges are detailed in the Wardrobe price list. Hire charges are based on a one-week Hire Period. Additional weeks (and any part of) will be charged at 25% of the one-week hire charge for each additional week.

#### b. Borrow Period

Borrow periods are only available to hirer's who hold current membership and present their membership card. The Wardrobe reserves the right to withdraw the free borrow period at any time. The hirer may borrow costumes for free for one week for fittings purposes only prior to hiring from the Wardrobe.

#### c. Deposits

Deposits are set on a sliding scale depending on the hire charge amount. Where a deposit is required it must be paid by the Hirer before any items leave the Wardrobe premises. Deposits are waived for members of the Surrey Arts Wardrobe. Deposit receipts will be returned to the hirer or destroyed on return of the deposit. All deposits held will be settled in full within 28 days of the return of the Hire Items at the end of the Hire Period unless:

- o A Hire Item is returned in a damaged or altered condition
- o Late return of the Hire Items
- o Failure to return the Hire Items
- o Card holder is not present with card

The Hirer forfeits the deposit in the event that there is no communication from the Hirer regarding said deposit for 6 calendar months.

#### d. Reserving Items

Items can be reserved a maximum of 8 weeks prior to collection. To reserve the items you are required to either: make full payment for the items, leave a holding deposit or both. In the event that you no longer require the items you have reserved. Payment of the Hire fee for items reserved is still required. If you have only left a deposit the hire fee will be deducted.

#### e. Damages and Non-returned items

If there is an issue with the condition of an item returned the Wardrobe will deduct and/or invoice a reasonable amount to pay for the repair or replacement of that item.

In the event that items are not returned within 28 days of the end of the Hire Period the Wardrobe reserves the right to deduct and/or invoice the replacement cost of the items hired and/ or the full deposit.

All reasonable steps will be taken to inform the Hirer of any deductions and every attempt will be made to undertake the transaction with the Hirer present. However in the event that this is not possible or the Hirer does not respond to our correspondence within 28 days then the Wardrobe reserves the right to process the transaction without the Hirer's presence, or undertake legal action to recover amounts due. The Hirer would be liable for reasonable legal charges incurred by the Wardrobe in the recovery of items and amounts due.

### 3 Payment terms

Payment must be made in full for the full Hire Period before Hire Items leave the Wardrobe premises. Payments are non-refundable. Those with membership may take items for an agreed 'borrow'

period and be invoiced for hire payment. The Hirer should notify the Wardrobe of any queries concerning payment in writing within 14 days of the hire dates.

### 4 Hirer's Responsibilities

#### a. Behaviour while utilizing the Wardrobe Service

The Wardrobe expects the Hirer to respect the Wardrobe stock, staff, volunteers, other Hirers and visitors; failure to do so may result in the Hirer being asked to leave the Wardrobe premises. The use of ladders and step stools within the Wardrobe is not allowed.

#### b. Inspection and receipt of items

The Hirer will sign to acknowledge receipt of all Hire Items on collection. Hire Items are taken as seen and any defects should be reported prior to Hire Items being removed from the Wardrobe premises. Taking items that have not been signed for is considered theft. It is the Hirer's responsibility to check that they are signing for everything taken. If in the event that after receipt of items defects in items or errors on the hire documentation are discovered it is the Hirers responsibility to inform the Wardrobe in writing within 48hours of signing to acknowledge receipt of items.

#### c. Security of Hire Items

The Hirer accepts responsibility for the security and condition of the Hire Items borrowed and/or hired and undertakes not to sell or relinquish possession of the Hire Items.

#### d. Lost or Stolen Items

The Hirer shall be liable for the full replacement value of Hire Items that are lost or stolen

#### f. Alterations

Any alterations made to items must not be of a permanent nature or be detrimental to the condition of the Hire Item. Altered costumes must be returned to their original state and condition by the Hirer prior to being returned or there will be a charge to reinstate the item to its original condition.

#### g. Cleaning and maintenance

The Hirer agrees not to undertake any cleaning of the items hired during the Hire Period without prior arrangement, as many items require specialist cleaning. Washing items could cause irreparable damage. This will result in deduction or forfeiture of the deposit and/or further reimbursement being required.

#### h. Returning Items

The Hirer must return all Hire Items, to a member of the Wardrobe staff within the Wardrobe's opening hours. Any damages or losses should be reported on return.

### 5 The Wardrobe's Responsibilities

#### a. Hire rates

The Wardrobe will maintain the agreed hire rates for the duration of the contract.

#### b. Condition of Items

The Wardrobe will make every reasonable attempt to maintain the Hire Items in its possession in a condition suitable for use and hire and any defects noticed prior to the Hire Period will be noted on the Hire Documentation.

#### c. Advice

All advice and assistance will be given in good faith and to the best of the Wardrobe staffs' ability. The Wardrobe shall not be liable for any erroneous advice given.

#### d. Keeping the Hirer Informed

All reasonable steps will be taken to inform the Hirer of any additional charges incurred or deductions to the deposit, and every attempt will be made to undertake transactions with the Hirer present.

#### e. Limitation of Liability

The liability of the Wardrobe for claims made by the Hirer does not extend to any unforeseeable financial loss caused by items not being able to be collected if the Wardrobe has to close within its normal opening hours, unsuitability of the items taken or lawful repossession.

### 6. Friends and Members

By becoming a member or friend you agree to adhere to these general terms and conditions as well as the additional terms and conditions given on the application forms for these schemes.