

# Zenith Youth Theatre Company

## Standard Terms and Conditions of Hire

### General

The 'Company' is Zenith Youth Theatre Company. The 'Hirer' is any person, organisation or company who hires or has agreed to hire goods from the Company. 'Goods' means goods provided by the Company in accordance with the Company's standard Terms and Conditions of hire.

### Acceptance of Conditions

The Hirer's acceptance of equipment on hire implies acceptance of our Conditions of Hire as given below.

1. All Goods are hired out on the strict understanding that they remain the property of Zenith Youth Theatre Company at all times.
2. The Company will supply Goods required on a date mutually agreed in advance.
3. All Hirers must be over the age of 18 years
4. Hire charges are NOT refundable under any circumstance and we do not change Goods, once they have left our premises.
5. Deposits will only be refunded on the return of complete and undamaged Goods, at the required return date/time. We will charge to make good any damage / work / replacement that needs to be carried out on return of Goods.
6. The Company's liability in respect of any defect or failure of the equipment supplied on hire is limited only to making good such defect or failure by repair or replacement of the equipment at the Company's option.
7. The Company shall be relieved of all liability for obligations incurred to the Hirer and any other third party.
8. Every effort will be made by the Company to ensure accuracy of any technical data or literature made available in relation to the Goods. The Company accepts no liability for any damage or injury arising from any errors or omissions in such technical data to the Hirer or any third party. No contract can be invalidated due to printing or clerical errors. Any descriptions of Goods are for guidance only and shall not constitute the contract 'safe by description'.

- 9 The Company will make all reasonable efforts to ensure that all Goods (costumes) are safe to wear, including objects that may cause damage to any person handling or wearing the Goods, such as pins, belts, clips, fasteners. The Company will not however be liable for any damage that may arise from handling or wearing such Goods.
- 10 Costumes will be supplied in a clean and good condition reasonably in accordance with measurements submitted.
- 11 Should there be any stains on costumes returned, the deposit will be retained. We will charge to make good any damage/ work / replacement that is required on return of costumes or Goods.
- 12 If the Hirer request that Goods are dispatched, delivered or collected by the Company, then this will be charged at cost plus an agreed administration charge

**The hirer agrees as follows;**

1. To treat all Goods hired with reasonable care whilst in their possession.
2. To make good any alterations, loss or damage whilst in their possession.
3. Not to cut, mutilate or damage any costumes provided.
4. Not to use the Goods for any other purpose than that agreed with the Company.
5. To insure all Goods hired against loss by theft, malicious damage and damage by accident whilst in possession of or during transit.
6. Goods to be returned later than the agreed length of hire will be charged at the pro rata day rate.
7. To pay the replacement cost of any Goods not returned to the society in accordance with the terms agreed.
8. The Hirer undertakes to ensure users of Goods are suitably skilled in the operation of such equipment.
9. To give credit in the Hirer's programme to the Company under suppliers (i.e Life jackets supplied by Zenith Youth Theatre Company Bath. [www.zenithytc.co.uk/hire](http://www.zenithytc.co.uk/hire))
9. Where consumables are required - eg smoke fluid – these can be supplied at extra cost or the Hirer may source their own from recommended suppliers.