

# Props and Equipment Store

## Terms of Hire

TAFF, Oxford University Theatre Technicians and Designers

5th June 2022, v4.4

### 1 Definitions

- 1.1 'The Society' is defined as TAFF, Oxford University Theatre Technicians and Designers.
- 1.2 For the purpose of this document, members of TAFF are defined as full members, as laid out by the constitution.
- 1.3 'The Society Rep' refers to the relevant committee member of the Society.
- 1.4 'The Prop Store' refers to the TAFF Prop and Equipment Store as laid out in the Bylaws.
- 1.5 'The Props' refers to Props provided by the Society.
- 1.6 'The Equipment' refers to Equipment provided by the Society.
- 1.7 'The Hirer' and 'You' refers to the person with overall responsibility for the Props during the Hire Period.
- 1.8 'The Hire Period' refers to the period between the Props or Equipment being collected by The Hirer and all the Props or Equipment being returned to the Society Rep.
- 1.9 'The Hire Fee' refers to the cost of the hire as paid by The Hirer to the Society.
- 1.10 'The Deposit' refers to the deposit held by the Society Rep for the duration of the Hire Period.
- 1.11 'OUCD' refers to the Oxford University Contemporary Dance Troupe.

### 2 Eligibility for Hire

- 2.1 These terms must be read and agreed to by The Hirer before the Hire Period commences.
- 2.2 You must be a member of the Society to use hire services from the Prop Store.
- 2.3 If You are not currently a member, You must become a Temporary Member (for the Hire Period) and comply with the Society's Constitution (and, by extension, the Bylaws) and the Code of Conduct on Safety Matters (all of which can be found on the society website, <http://www.tabsareforflying.co.uk> ).
- 2.4 The Hirer must ensure that all health and safety regulations and any operating procedures are adhered to, when the Equipment and Props are in use.

## 3 Visiting the Prop Store

3.1 The Society Rep reserves the right to amend the regular opening hours of the store, provided they make this known to Society Members via email.

3.2 Reservations can be made any period of time in advance of the Hire Period.

3.3 Payment of rental charges must be paid in full by bank transfer, cheque, or cash.

3.4 The Hirer will receive an invoice for any Equipment hired within 7 days from the date on which the equipment is due to be returned. The Hire Fee for Equipment must be paid in full within 28 days of receiving this invoice. Any Deposit for equipment must be paid in full in cash, by debit/credit card, or by cheque on the day of hire.

3.5 The standard Hire Period is seven days, although this may be extended in agreement with the Society Rep for an additional fee.

3.6 Out of Hours:

3.6.a For a quantity of props which cannot be stored overnight, the Prop Store may be opened for get outs for no extra charge with at least 48 hours notice at the discretion of the Society Rep.

3.6.b A fee of £10 will be charged to open out of hours at other times.

3.6.c If the out of hours opening slot exceeds 30 minutes for reasons not controlled by the Hires Managers, they are at liberty to charge an additional £10.

3.6.d Any Out of Hours session will not exceed 1 hour. After an hour the Hires Manager is at liberty to close the store, regardless of whether the hirer is finished.

3.6.e In the event that an Out of Hours session is arranged with the Hires Manager and defaulted on without notice, twice the out of hours fee will be charged.

## 4 Deposits

4.1 For all Props and for some Equipment, The Hirer will be required to pay a deposit.

4.2 Deposit amounts:

4.2.a For productions at Oxford venues and for films shot in Oxford, the Deposit will be twice the Hire Fee.

4.2.b For a National Tour or Fringe show, the Deposit will be three times the Hire Fee.

4.2.c For an International Tour, the Deposit will be four times the Hire Fee.

4.2.d For a University Ball, the Deposit will be four times the Hire Fee.

4.3 Safety items may be hired free of charge but will require the following deposits:

4.3.a For safety footwear, a deposit of £10 will be charged for each pair or £120 for the full set of 16. If the full set are not available, the Hires Managers may adjust this figure accordingly.

4.3.b For stage weights, a deposit of £5 will be charged for each weight.

## 5 Returns

5.1 It is The Hirer's responsibility to ensure all Props and Equipment are returned in the same condition they were hired in, with the exemption of fair use of consumables, such as haze fluid.

5.2 Items should not be significantly marked, broken, or weather-damaged when returned.

5.3 All cables must be returned neatly coiled and taped with electrical tape.

5.4 Equipment and Props must be returned to the Society Rep, except by prior arrangement with them.

5.5 Equipment and Props should not be left unattended outside the Prop Store, as this does not constitute a return.

5.6 If the Equipment and Props are not cared for appropriately as detailed above, the Society Rep reserves the right to retain some or all of the Deposit.

## 6 Complimentary tickets

6.1 If The Hirer places a hire of Props over the amount of £25 and/or of Equipment over the amount of £35 for a theatrical production, they are obliged to offer the Committee of the Society one (1) complimentary ticket.

6.2 The date and time for which the ticket is claimed is to be agreed between the Producer of the production in question and the Committee member, subject to availability.

## 7 Indemnity

7.1 The Hirer shall be wholly responsible and hold the Society (and its members) indemnified against all loss or damage, liabilities, claims, demands and legal proceedings that may arise as a consequence of any accident or default involving the Equipment.

## 8 Termination of Hire

8.1 The Society shall terminate the Contract for Hire in the event that:

- The Hirer is in default in payment of Hire Charges, or
- The Hirer commits a breach of their obligations, as outlined by these Terms of Hire.

## 9 Care of Props and Equipment

9.1 All Props or Equipment will be inspected on the day of hire and their condition will be recorded. Any changes to the condition between this date and the end of the Hire Period will be deemed the Hirer's liability.

9.1.a It is, however, reasonable to accept that some damage incurred may be due to general wear and tear outside of the Hirer's control, for which the Hirer will not be deemed liable. This shall be decided at the discretion of the Society Reps.

9.2 The Hirer must always seek advice in using TAFF Equipment rather than attempt to use it without proper knowledge; TAFF will provide technical advice and assistance. This should in the first instance be sought by emailing [hires@tabsareforflying.co.uk](mailto:hires@tabsareforflying.co.uk).

## 10 Refunds

10.1 Under the circumstances outlined in 10.2, 10.3, and 10.5, the Hirer may be granted a partial or full refund for any Props or Equipment hired, at the discretion of the Society Reps.

10.2 Refunds for Prop hires will only be granted if unused Props are returned at the next available TAFF opening time after the start of the Hires Period. A refund will not be granted if a production does not use certain Props, but maintains them in their possession for the duration of the Hire Period.

10.3 Refunds for damaged Props or Equipment may be granted partially or in full if the Hirer is deemed not liable for the damage, as outlined in section 9.1.a.

10.4 No refund will be granted for any damaged Props or Equipment that is deemed by the Society Reps to be the liability of the Hirer, as outlined in section 9.1.

10.5 Refunds for Equipment may be granted if Equipment is unusable due to factors outside of the Hirer's control. This will be decided at the discretion of the Society Reps.

10.6 No refunds will be granted for Equipment which the Hirer is unable to use if they have not sought technical assistance from TAFF as outlined in section 9.2. This will overrule section 10.5.

## 11 Fines and Fees

11.1 TAFF reserves the right to impose additional charges onto the Hirer in the event that any Props or Equipment is returned late, not returned, lost, or damaged, or if payment is received late, not in full, or not at all, as outlined in section 11.3

11.2 Any fines or fees imposed on the Hirer are in accordance with the measures outlined in section 11.3, or may be lessened at the discretion of the Society Reps.

11.3 The fines or fees imposed on the Hirer will be as follows

First failure to return or pay for hired items,	£10 fine or half the weekly hire fee (whichever is greater), and
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in full or in part.	an emailed request to do so at the next available convenience
Continued failure to return or pay for hired items, in full or in part, three days after the initial due date	A full weekly hire fee for all items not returned or not paid for.
Continued failure to return of pay for hired items, in full or in part, one week after the initial due date	A second weekly hire fee for all items not returned or not paid for.
Continued failure to return or pay for hired items, in full or in part	An additional fee of the full purchase cost of all items not returned or not paid for, and further action will be sought, as outlined in section 11.6

11.4 Any loss or damage to props will result in the deposit being fully or partially retained, whilst any loss or damage to equipment will result in the Hirer reimbursing the society for repair or replacement. The Hirer is deemed responsible for damage to Props or Equipment as outlined in section 9.1.

11.5 At any point where a Hirer has outstanding payments to be made and/or outstanding Props or Equipment to be returned, both the individual Hirer and the production company/organisation for which the Hires were made will be banned from making further hires from TAFF.

11.6 If returns or payment are still not received after the sanctions imposed in section 11.3, TAFF reserves the right to impose disciplinary action on any Hirer failing to return or pay for Props or Equipment. This may include disciplinary action via the University Drama Officer, the TAFF Senior Member, the Hirer's College disciplinary team, the University Proctors, and the Local Authorities.

## 12 Appendix: Dancefloor Hire

12.1 Hire orders for dance floor must be submitted to the Society Rep at least 10 working days in advance, unless agreed in advance with the Society Rep.

12.2 No tape or adhesive is to be used on the dancefloor other than that supplied by The Society Rep, or approved by The Society Rep or OUCD.

12.3 All questions regarding availability, pricing, collections and returns of the dancefloor should be directed to The Society Rep.

12.4 All questions regarding usage or suitability of the dancefloor should be directed to OUCD: [contemporarydance.society@studentclubs.ox.ac.uk](mailto:contemporarydance.society@studentclubs.ox.ac.uk) , or to The Society Rep, who shall forward such questions to OUCD.

12.5 Reservations for dancefloor may be cancelled up to six (6) weeks before the proposed end date of hire if the dancefloor is required by OUCD.

12.6 Dancefloor hires of period longer than four (4) weeks must be approved beforehand with The Society Rep,

who will confirm with OUCD that the dancefloor can be made available for this length of time.