

Props and Equipment Store Terms of Hire

Oxford University Technical Theatre Society (OUTTS); 25th May 2023, v5

1 Definitions

- 1.1 'The Society' is defined as Oxford University Technical Theatre Society (OUTTS).
- 1.2 For the purpose of this document, members of OUTTS 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 OUTTS 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 '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, <https://www.outts.org>).
- 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 (preferably) debit/credit card on collection, or online within 24 hours of collection.

3.4 The Hirer will be charged an invoice for any Equipment or Props hired at time of collection, and should endeavour to pay with debit/credit card at this time. If technical constraints prevent this, the Hirer will be sent an invoice which can be paid online within 24 hours of the commencement of the Hire Period. The Hire Fee must be paid within 24 hours of receipt of the invoice.

3.5 The standard Hire Period is seven days, although this may be amended in agreement with the Society Rep.

3.6 Out of Hours:

3.6.a For a quantity of props which cannot be stored overnight, at a venue with a strict get out policy that prohibits the overnight storage of hired Props and Equipment until the nearest Opening Time, 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 £15 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 £15 per half an hour.

3.6.d An out of hours opening is expected to take 30 minutes; any extension of this time is up to the discretion of the Hires Manager. The Hires Manager is at liberty to close the store after the initial 30 minutes, regardless of whether the hirer is finished.

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

3.7 Daily hires will be charged at 3/7 of the weekly cost.

4 Deposits

4.1 In some cases, the Hirer will be required to pay a deposit prior to the hire of Props and Equipment.

4.2 Deposit amounts:

4.2.a For productions or films shot in Oxford, no deposit is required.

4.2.b For productions or shows touring outside of Oxford, but within the UK, the Deposit will be twice 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 and without deposit. Such equipment (hard hats, gloves, stage weights) can be reserved by emailing [hires@outts.org](mailto: hires@outts.org), subject to availability.

4.4 Deposits should be paid as a cheque.

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 levy a charge up to the value of the damaged item in order to return the item to working order.

5.7 Any damage or loss of items must be reported immediately to the Society Rep.

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.

6.3 If the Hirer places a hire of Props and Equipment for a production under Appendix B, they are obliged to offer the Committee of the Society three (3) complimentary tickets.

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 OUTTS Equipment rather than attempt to use it without proper knowledge; OUTTS will provide technical advice and assistance. This should in the first instance be sought by emailing [hires@outts.org](mailto: hires@outts.org).

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 for unused Props/Equipment if returned 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 OUTTS as outlined in section 9.2. This will overrule section 10.5.

11 Fines and Fees

11.1 OUTTS 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 pay for hired items, in full or in part.	£10 fine or half the weekly hire fee (whichever is greater), and an emailed request to do so at the next available convenience
Continued failure to pay, or first failure to return hired items, in full or in part, more than three days after the initial due date.	Twice the 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	An additional 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, longer than one week after the initial due date	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 or 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 The Society.

11.6 If returns or payment are still not received after the sanctions imposed in section 11.3, OUTTS 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 OUTTS Senior Member, the Hirer's College disciplinary team, the University Proctors, and the Local Authorities.

12 Appendices

Appendix A: Dancefloor Hire

12.A.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.

22.A.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.

23.A.3 All questions regarding availability, pricing, collections and returns of the dancefloor should be directed to The Society Rep.

12.A.4 All questions regarding usage or suitability of the dancefloor should be directed to OUCD: contemporarydance.society@studentclubs.ox.ac.uk , or to The Society Rep, who shall forward such questions to OUCD.

12.A.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.A.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.

Appendix B: Charitable Hires

12.B.1 Hires for a show that is fully charitable in nature may be given discounted Hires rates, in order for additional funds to be made available to support the charity in question.

12.B.2 The Producer of an eligible show must contact The Society via president@outts.org prior to the commencement of the Hire Period, but after the initial Rentle booking has been made with the details of the Hire and the 'OUTTS Charitable Hire Form'. The OUTTS Executive Committee will consider all applications on a case-by-case basis.

12.B.3 The Society maintains the rights to charge any and all fees outlined in Section 11 at the standard rate.