

STA LEASE AGREEMENT – DRY HIRE

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1. Definitions

“THE STA” means University of Bristol Stage Technicians’ Association and shall refer to the owner or lessor of THE EQUIPMENT, also at times working as the Principal Hirer for THIRD PARTY.

”THE HIRER” is the BRISTOL SU SOCIETY, person, firm, corporate, or public body hiring THE EQUIPMENT.

“THE QUOTE” shall refer to a written equipment list confirming the date and duration of the hire, and cost, agreed prior to the commencement of the contract.

“THE HIRE” shall mean any equipment hired and/or sub-hired by The STA.

“THE EQUIPMENT” shall refer to all equipment provided by The STA.

“THIRD PARTY” shall refer to BRISTOL SU, UNIVERSITY OF BRISTOL and/or HIRE COMPANIES (such as Enlightened Lighting Ltd., BES Systems Ltd., etc.).

“BRISTOL SU” shall mean the University of Bristol Students Union.

A “BRISTOL SU SOCIETY” shall refer to any society, student media or club affiliated with BRISTOL SU and appearing on the A-Z list of societies, student media, and clubs published on the BRISTOL SU website.

“THE RICHMOND BUILDING” shall mean the building by that name owned by the UNIVERSITY OF BRISTOL. Address: University of Bristol Students' Union (BRISTOL SU), Richmond Building, 105 Queens Road, Bristol. BS8 1LN.

2. Lease

‘THE STA’ agrees to lease ‘THE EQUIPMENT’ to ‘THE HIRER’, and THE HIRER agrees to lease THE EQUIPMENT in accordance with the terms set out in this Agreement.

3. The Contract

3.1 Any verbal Hire Quote will be confirmed by email or writing to The Hirer, providing the total cost for the agreed Hire.

3.2 The Hire is not confirmed until written or email acceptance of The Quote is received back from The Hirer. Once received, The Contract is entered into between The Hirer and The STA and will be bound to the below terms.

3.3 In the absence of a written and/or email confirmation, The Contract shall be entered into once a hire sheet is signed by The Hirer or their representative.

3.4 Hire charges are for one week or part thereof, and are charged weekly whether or not THE EQUIPMENT is in use. The Equipment is considered ON HIRE from the moment The Hirer signs the delivery note unless pre-agreed with The STA, this will be indicated on the delivery note. The Equipment will be charged for whilst ON HIRE and will not be considered OFF HIRE until it is

signed for as returned by a member of The STA, unless pre-agreed in a committee meeting of The STA (which are minuted for reference).

4. **The Equipment**

- 4.1 Where possible, The Equipment provided will be as detailed in the quotation.
- 4.2 The Equipment will be provided in full working order and in good physical condition. Any discrepancies or faults must be reported within 2 hours of receipt of The Equipment on a 24 hour or less Hire, or within 24 hours on receipt of a longer Hire to *hires@bristolsta.com*.
- 4.3 The Equipment remains the property of The STA at all times.
- 4.4 The Hirer during the period of hire will not, but not limited to, sell or offer for sale, assign, lend, underlet or otherwise deal with The Equipment or any parts thereof in a manner detrimental to the rights of The STA. The Hirer will keep the items in its possession and will not remove any parts from their place; parts involving specific demarcation of ownership, etc.
- 4.5 Every endeavour will be made to supply The Equipment in good working order. All Equipment will be deemed to have been accepted in good working order and to The Hirers satisfaction unless The STA are informed as detailed in *clause 4.2*.
- 4.6 The STA reserve the right to substitute a suitable alternative where necessary.

5. **Sub-Hired Equipment**

- 5.1 The Hirer will respect the below terms if The Equipment hired includes that belonging to a Third Party and/or a Bristol SU Society solely and which The STA are acting only as the authorised intermediary.
- 5.2 The use and management of The Equipment by The Hirer will abide the below terms (*specifically detailed in clause 6*) as well as those, if any, that exists from the Third Party or Bristol SU Society side.
- 5.3 The Hirer will under no means enter or agree to enter into any Sub-Hire without the exclusive permission of The STA.
- 5.4 The Hirer will not hold itself as being the legal owner of the Third Party's or Bristol SU Society's EQUIPMENT.
- 5.5 The Hirer will ensure that The Equipment is kept in good repair, condition, and working order, and operated in accordance with the manufacturer's recommendations.
- 5.6 In the event of any damage to The Equipment owned by the Third Party or Bristol SU Society is found during The Hire period, or when returned to The STA, The Hirer agrees to indemnify The STA and agrees to keep us fully indemnified at all times against all loss or damage howsoever caused as a result of The Hirer's actions.

6. **Use of Equipment**

- 6.1 The Hirer will use The Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations with respect to The Equipment.

6.2 Unless The Hirer obtains the prior consent of The STA, The Hirer will not alter, modify or attach anything to The Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of The Equipment.

7. **The Hirers Responsibility**

7.1 Hired Equipment is not insured by The STA, under some circumstances The Equipment may be insured by the University of Bristol. Information pertaining to University of Bristol insurance can be found here - www.bristol.ac.uk/secretary/insurance/property-insurance/.

7.1.1 The Hirer is responsible for arranging suitable insurance cover against but not limited to, loss, fire damage or third party claims to The Equipment for The Hire and should ensure that this includes cover while in transit where applicable.

7.2 The Equipment should be collected from THE RICHMOND BUILDING unless pre-agreed at a minuted committee meeting of The STA.

7.3 All EQUIPMENT should be returned to The STA at the end of The Hire period to THE RICHMOND BUILDING. The STA reserves the right to repossess The Equipment at any time, subject to *clause 13.1*.

7.3.1 Unless collection of The Equipment by The STA is arranged, it is the responsibility of The Hirer to return The Equipment to The STA by the end of The Hire.

7.3.2 See *clause 10.3* for late returns payment.

7.4 Cables should be returned individually coiled and taped with PVC tape. If not returned so, a coiling fee will be levied appropriately.

8. **Repair & Maintenance of EQUIPMENT**

8.1 The Hirer assumes responsibility for the replacement of lamps, except those whose electrical failure occurs under normal working conditions.

8.1.1 All faulty or broken lamps must be returned to The STA; otherwise The Hirer will be charged the full replacement cost of said lamps.

8.2 All EQUIPMENT and cables should be used with the connectors supplied; electrical connectors must not be removed, changed or tampered with in any way.

9. **Loss & Damage**

9.1 If The Equipment is not in good repair, appearance and/or condition when it is returned, The STA will pass any subsequent repairing costs to The Hirer as are necessary to put The Equipment in a state of good repair, appearance and/or condition.

9.2 The STA shall not be held responsible for any damage or financial loss to The Hirer arising from the supply of defective EQUIPMENT.

9.2.1 Unless *clause 4.2* is used effectively, no defective equipment will be supplied purposefully, unless said equipment, happened to become defective during the ON HIRE period by The Hirer, making it solely their responsibility.

- 9.3 The STA accepts no responsibility for damage or injury caused by the misuse of hired EQUIPMENT. The Hirer should not attempt to physically service any EQUIPMENT supplied by The STA. In the event of a fault occurring The Hirer should contact The STA immediately.
- 9.4 The liability of The Hirer in the event of loss is absolute, and The Hirer shall be liable to compensate The STA the full replacement cost for any EQUIPMENT not returned at the end of The Hire period (*see: The Quote for detailed EQUIPMENT value*). In the event of loss, The STA reserves the right to charge the full standard weekly hire rate until The EQUIPMENT is paid for in full. The STA reserves the right to charge a deposit cheque for the value of The EQUIPMENT hired that will be destroyed on the return of THE EQUIPMENT in the condition it was collected.
- 9.5 If the person or company hiring The Equipment damages The Equipment, or if The Equipment is stolen, and it can't be returned to The STA before the end of the hire period, there will be three outcomes:
- (A) The STA will treat the hire as ongoing and charge their usual daily rates until The Equipment is returned;
 - (B) The STA will claim for any hires they have been unable to fulfil due to The Equipment being damaged or not returned to them;
 - (C) The Hirer will financially compensate any additional hire of equipment forced to be made by The STA so as to fulfill the requirements of The STA crewed productions..
- 9.6 The STA shall not, in any circumstances, be liable to the The Hirer or any third party for a claim that arises from the use or misuse of The Equipment.

10. **Payment**

- 10.1 Payment must be made by cheque, cash or BACS transfer. In the case of BRISTOL SU SOCIETIES and other Hires from within UNIVERSITY OF BRISTOL (including but not limited to- schools, departments, and Halls of Residence), The STA can invoice The Hirer. Payment is due within 21 days of the invoice date. Late payments are subject to a charge at the discretion of The STA committee.
- 10.2 The Hirer is required, where possible, to leave their University of Bristol username before The Equipment can be taken.
- 10.2.1 Any Hirer that is not a BRISTOL SU SOCIETY or affiliated with the UNIVERSITY OF BRISTOL must provide proof of identity, address and payment in full before The Equipment can be taken. A deposit may be also required.
- 10.3 Late returns will be charged at the weekly rate until The Equipment is OFF HIRE.
- 10.3.1 Rental charges will continue to accrue until The Equipment is returned and/or repaired.
- 10.4 Delivery may be available by prior arrangement if The Hirer informs The STA when asking for a quotation.
- 10.4.1 In the event of The Equipment being dispatched by Carrier, the carriage and packaging costs including any carriage insurance will be passed on to The Hirer.
- 10.4.2 Any damage to The Equipment whilst in transit must be reported to the Carrier Company and The STA within 24 hours of delivery.
- 10.5 Any person claiming to act on behalf or in any way indicates to The STA of belonging to "THE HIRER", shall be bound by the conditions of hire.

11. **Indemnity**

The Hirer will indemnify and hold harmless The STA against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including legal fees and costs, arising out of or related to The Hirer's use of The Equipment.

12. **Event of Default**

12.1 The following event will constitute an event of default ("Event of Default") under this Agreement.

12.1.1 The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches The Hirer's obligations under this Agreement.

12.2 The Hirer authorises The STA to, in the case of BRISTOL SU SOCIETIES, request BRISTOL SU Finance Department to transfer any overdue monies to The STA.

12.2.1 If The Hire comes from, not limited to, School/Departments within the UNIVERSITY OF BRISTOL or from Junior Common Rooms (within Halls of Residence), authorisation is given to The STA to directly approach and request payment from Department/Administrator Head for UNIVERSITY OF BRISTOL HIRES and Senior Common Room for Junior Common Room HIRES.

12.3 On the occurrence of such an event as stated in *clause 11*, The STA will be entitled to pursue any one or more of the following remedies:

12.3.1 Declare the entire amount immediately due and payable with notice.

12.3.2 Apply the Deposit toward any amount owing to The STA.

13. **Terminating The Contract**

13.1 The STA shall be entitled to terminate the contract at any time for below reasons:

- a. should a breach of the terms & conditions occur or,
- b. due to immediate situations, such as show requirements by The STA,
- c. misuse of The Equipment or failure to take reasonable care of it;

13.2 Should The Agreement be ended prematurely due to a breach of terms and conditions on the part of The Hirer, the rights of The STA to recover all costs owing to them as part of The Contract are maintained.

13.3 Should The Hirer terminate The Contract prior to receipt of The Equipment, The STA reserves the right to charge up to a percentage of the total Hire shown on the Quote as follows:

<u>Period Before Hire Commences</u>	<u>Percentage of Hire charge due</u>
7-14 days	10%
3-6 days	25%
25-48 hours	85%
24 hours and less	100%

14. **Our Right of Access**

Where the agreement is terminated, The STA reserve the right to enter into the premises where The Equipment is believed to be located, in order, if, to regain their possession. The Hirer grants The STA an irrevocable license to enter for this purpose the premises to repossess said EQUIPMENT and will not be liable for any damages or loss which may be suffered by The Hirer as a consequence of such repossession.

15. **Governing Law**

15.1 All agreements, contracts and transactions entered into with The STA will be bound and governed by English Law. This document supersedes all previous terms and conditions of the '*Version 1, March 2015 Agreement*'.

15.2 The STA reserves the right to update or amend these terms and conditions where and when deemed necessary.