

STA Lease Agreement - Dry Hire

1. Definitions

- 1.1. “**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 a *Third Party*.
- 1.2. “**THE HIRER**” is the *Bristol SU Society*, person, firm, corporate, or public body hiring *The Equipment*.
- 1.3. “**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.
- 1.4. “**THE HIRE**” shall mean any equipment hired and/or sub-hired by *The STA*.
- 1.5. “**THE EQUIPMENT**” shall refer to all equipment provided by *The STA*.
- 1.6. “**THIRD PARTY**” shall refer to *Bristol SU*, *University of Bristol* and/or *Hire Companies* (such as Enlightened Lighting Ltd., BES Systems Ltd., etc.).
- 1.7. “**BRISTOL SU**” shall mean the University of Bristol Students Union.
- 1.8. 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.
- 1.9. “**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

- 2.1. *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 either a copy of this *Agreement* or 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 Hirer's* 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 by 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* 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 a *Third Party* or *Bristol SU Society* is found during the period of *The Hire*, or when returned to *The STA*, *The Hirer* agrees to indemnify *The STA* of all costs 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 Hirer's 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* 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 *The 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* for the full replacement cost of any *Equipment* not returned at the end of *The Hire* period (see: *The*

Quote for detailed Equipment values). 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 fulfil the requirements of *The STA* crewed productions.
- 9.6. *The STA* shall not, in any circumstances, be liable to *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 also be 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 of or who in any way indicates to *The STA* they belong to *The Hirer* shall be bound by the conditions of hire.

11. Indemnity

- 11.1. *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**” 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. On the occurrence of such an event as stated in clause 12.1:
- 12.2.1. Where *The Hirer* is a Bristol SU Society, *The Hirer* authorises *The STA* to request the Bristol SU Finance Department to transfer any overdue monies to *The STA*.
- 12.2.2. Where *The Hirer* 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.
- 12.2.3. On the occurrence of such an event as stated in clause 12, *The STA* will be entitled to pursue any one or more of the following remedies:
- A. Declare the entire amount immediately due and payable.

B. Apply the Deposit toward any amount owing to *The STA*.

- 12.3. In the event that *The Hirer* declares bankruptcy or becomes insolvent, it is agreed that any outstanding amounts owed to *The STA* under this *Agreement* shall be deemed a priority debt and shall be paid in full before any other debts, claims, or distributions, to the fullest extent permitted by applicable bankruptcy or insolvency laws in England.

13. Terminating The Contract

- 13.1. *The STA* shall be entitled to terminate *The Contract* at any time for below reasons:
- 13.1.1. should a breach of the terms & conditions occur or,
 - 13.1.2. due to unforeseen, immediate situations, such as show requirements by *The STA*,
 - 13.1.3. 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, or subsequently born as a result of the termination 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:

Period Before Hire Commences	Percentage of Hire charge due
7-14 days	10%
3-6 days	25%
25-48 hours	85%
24 hours or less	100%

14. Our Right of Access

- 14.1. 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 to regain their possession. *The Hirer* grants *The STA* an

irrevocable licence to enter for this purpose the premises to repossess said *Equipment* and *The STA* 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' and 'Version 1.1, February 2018 Agreement'.
- 15.2. *The STA* reserves the right to update or amend these terms and conditions where and when it deems necessary.

16. Signatures

By signing below, both parties are agreeing (on behalf of their respective society/organisation, if applicable) to enter into *The Agreement* as stipulated above for the duration of the production / event, as given below.

Hire Details

Hire Name:

Hire Period:

The STA

On behalf of:

Stage Technicians' Association

Print Name:

Signature:

Date:

The Hirer

On behalf of (if applicable):

Print Name:

Signature:

Date:
