

ICDS Terms and Conditions Of Hire

- 1.1 Any reference to ICDS or ICUDS within this and any related documents shall refer to the Imperial College Dramatic Society, a society of the Imperial College Union.
- 1.2 The hirer shall refer to the Hirer of Equipment from ICDS.
- 1.3 The Hire Period shall refer to the period as set out in the Hire Agreement.
- 1.4 The Hire Charge shall refer to the hire charge as set out in the Hire Agreement.
- 1.5 The Event shall refer to the event that the Hirer has hired the Equipment for.
- 1.6 The Equipment shall refer to the equipment hired out by ICDS to the Hirer as set out in the Hire Agreement.
- 1.7 The hire Agreement shall refer to the agreement between ICDS and the Hirer, which will be a written agreement.

- 2.1 ICDS shall only accept an order for Hire of Equipment provided that it is in writing and must be received at least six college days before the date of the hire.

- 3.1 ICDS hereby hires to the hirer the Equipment for the Hire Period at the hire Charge.
- 3.2 ICDS reserves the right to remove our Equipment if we deem that the other equipment used in conjunction is unsafe.
- 3.3 ICDS reserves the right to include additional Equipment or personnel to the hire Equipment as they deem required.
- 3.4 ICDS reserves the right to supply Equipment of a similar design to those specified in the Hire Agreement.

- 4.1 The Hire Charges pertain solely to the maintenance and upkeep of the Equipment listed.
- 4.2 The Hirer shall pay the sum of the Hire Charge as set out in the hire Agreement on the date of the hire unless an invoicing agreement has been arranged beforehand.
- 4.3 The hire of certain Equipment will incur labour cost for preparation and/or operation.
- 4.4 A surcharge may be enforced if Equipment is returned to ICDS in an unsuitable manner.
- 4.5 All equipment hired to a body which is NOT part of Imperial College Union, as detailed in the Hire Agreement, will be subject to a surcharge and V.A.T at the current rate at the date of hire.
- 4.6 All invoices shall be paid within ten college days of invoice despatch. After this period a surcharge will be levied at the discretion of ICDS.

- 5.1 The Hirer shall be responsible for collecting and delivering the Equipment from ICDS unless otherwise agreed.
- 5.2 In the case of the Event being outside of the Imperial College Union building the Hirer shall be responsible for arranging suitable transport for the Equipment and personnel unless otherwise agreed.
- 5.3 The time and date for hirers collecting or returning Equipment shall be by arrangement of ICDS.

- 6.1 The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel in a manner which complies with an applicable, statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work etc. Act 1974 and any statutory amendment or replacement of it.
- 6.2 The Hirer shall not make any modification of alteration to the Equipment.
- 6.3 The Hirer shall ensure the security and safekeeping of the Equipment during the Hire Period.
- 6.4 The Hirer shall return all faulty lamps to ICDS otherwise the replacement cost will be charge to the Hirer.
- 6.5 The Equipment shall remain in the place of the Event for the Hire Period.

- 7.1 The Equipment shall at all times remain the property of Imperial College Union (c/o ICDS) and the Hirer shall have no rights to the Equipment other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of ICDS in respect of the Equipment are or may be prejudicially affected.

- 8.1 In the Event of any loss or damage to the Equipment the Hirer shall pay for its replacement or restoration to good working order.
- 8.2 The Hirer shall be responsible for insuring the Equipment during the Hire Period to cover the cost of replacing the Equipment in the event of any damage, loss, fire or theft.

- 9.1 The Hirer shall be solely responsible for and hold ICDS fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by ICDS as a result of any accident involving the Equipment.
- 9.2 The Hirer shall be solely responsible for and hold ICDS fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by ICDS as a result of any breach or default on the part of the Hirer in the discharge of his obligations during any Hire Period.

- 10.1 ICDS shall not be liable for the following, however caused, even if foreseeable by or in contemplation of ICDS:
 - 10.1.1 Loss of profits, business, revenue, goodwill or anticipated savings sustained by the Hirer.
 - 10.1.2 Special, indirect or consequential loss other than direct physical loss to tangible property of the Hirer of any other person; or
 - 10.1.3 Any loss arising from any claim made against ICDS by any other person.

- 11.1 Although ICDS shall use all reasonable endeavours to discharge it's obligations under a Hire Agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

- 12.1 No neglect, delay or indulgence of ICDS in enforcing a Hire Agreement shall prejudice the rights of ICDS.
- 12.2 The Hirer hereby waives all and any future claim s and rights of set off against any sums due to ICDS hereunder regardless of any equity, set off or counter claim on the part of the Hirer against ICDS.
- 12.3 The formation, construction or performance of all Hire Agreements shall be governed in all respect by English Law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.