

TERMS AND CONDITIONS OF HIRE

THE PERSON(S) HIRING ANY ITEM(S) FROM US MUST READ AND ABIDE BY THE FOLLOWING TERMS AND CONDITIONS BOOKING

- TO BOOK YOUR SHOW WE REQUIRE A 25% DEPOSIT OR £800, WHICHEVER IS GREATER. AN INVOICE WILL BE PROVIDED.
- ALL DEPOSITS MUST BE PAID UPON BOOKING - UNTIL THE INITIAL DEPOSIT HAS CLEARED, YOUR SHOW WILL NOT BE FULLY BOOKED AND WE RESERVE THE RIGHT TO DECLINE TO WARDROBE YOUR PRODUCTION UNTIL THIS TIME
- THE DEPOSIT AMOUNT WILL BE DEDUCTED FROM THE SOCIETY'S FINAL INVOICE, PROVIDED THAT ALL THE LISTED TERMS & CONDITIONS ARE MET
- IF THE PRODUCTION IS CANCELLED, DEPOSITS ARE NON-REFUNDABLE
- IF YOUR PRODUCTION IS BOOKED AND CANCELLED AT ANY POINT AFTER ONE MONTH PRIOR TO YOUR OPENING NIGHT, THE SOCIETY/COMPANY IS LIABLE FOR FULL PAYMENT OF THE WARDROBE INVOICE AND ANY COSTUME(S) ORDERED
- ANY COSTUME(S) CANCELLED AFTER ONE MONTH PRIOR TO YOUR PRODUCTION'S OPENING NIGHT MUST STILL BE PAID FOR IN FULL
- IN THE UNLIKELY EVENT THAT A CUSTOMER DECIDES NOT TO WEAR COSTUME(S) SUPPLIED FOR WHATEVER REASON, WHICH HAVE BEEN ORDERED, THEN THESE COSTUME(S) MUST STILL BE PAID FOR IN FULL
- FOR ANY SHOWS WITH A LONGER RUN THAN 7 DAYS (OPENING TO CLOSING NIGHT), A 50% OF THE HIRE CHARGE WILL BE ADDED PER COSTUME
- IF TIME FACTORS ALLOW THE SOCIETY MAY REQUEST COSTUMES FOR PUBLICITY PHOTOGRAPHS. THESE COSTUMES ARE LOANED FOR A PERIOD OF 7 DAYS. ALL PUBLICITY PHOTOGRAPH COSTUMES MUST BE RETURNED AFTER THE 7 DAY PERIOD. ALL EXTRA CHARGES (INCLUDING POSTAGE) WILL BE ADDED TO FINAL INVOICE
- ALL COSTUMES AND ACCESSORIES REMAIN THE PROPERTY OF 'DS DESIGN'
- THE NAMED HIRER HAS THE SOLE RESPONSIBILITY FOR THE COSTUME(S) UNTIL THE COSTUME(S) ARE RETURNED. CUSTOMERS WHO DO NOT RETURN COSTUMES (FOR WHATEVER REASON) WILL BE PROSECUTED
- IF A COSTUME HAS BEEN BOOKED AND SUBSEQUENTLY DAMAGED BY A THIRD PARTY BEFORE YOUR HIRE DATE, WE WILL OFFER A COMPARABLE REPLACEMENT
- WE RESERVE THE RIGHT TO CHANGE ANY PART, COLOUR OR DESIGN OF COSTUMES WITHOUT NOTICE
- WE DO NOT PART WARDROBE PRODUCTIONS IN CONJUNCTION WITH OTHER COSTUMIERS
- WE ARE HAPPY TO MEET WITH YOUR DIRECTOR AND WARDROBE TEAM AT ANY POINT AT OUR STUDIO IN NORWICH
- WE ALWAYS STRIVE TO ACCOMMODATE ALL OF YOUR DIRECTOR'S REQUIREMENTS. IF THERE ARE ANY REQUIREMENTS THAT WE DO NOT CONSIDER TO BE PART OF OUR WARDROBE, AND IS NOT IN OUR CURRENT STOCK, WE WILL QUOTE FOR THESE COSTUMES TO BE MADE SPECIALLY FOR YOUR COMPANY
- EXTRA CHARGES MAY BE MADE FOR SPECIALLY COMMISSIONED COSTUMES/ WARDROBES
- FOR 'DIRTIER' LOOKING WARDROBES THE CUSTOMER MUST NEVER DIRTY UP ANY OF OUR COSTUMES THEMSELVES

MEASURING / DELIVERY

- AS PART OF OUR AIM FOR THE HIGHEST LEVEL OF CUSTOMER SERVICE WE OFFER A FULL MEASURING, DELIVERY AND FITTING SERVICE IN WHICH WE WILL STAY THROUGHOUT YOUR DRESS CALL. WE WILL ENSURE THAT EACH COSTUME IS FITTED AND THE DIRECTOR IS HAPPY.

- IF THE CUSTOMER DECIDES TO SUBMIT THEIR OWN MEASUREMENTS WHICH PROVE TO BE INCORRECT THERE WILL BE A REPLACEMENT SURCHARGE FOR EACH COSTUME WHICH CANNOT BE ALTERED AT THE DRESS CALL (£10.00 PER FULL COSTUME)
- WE CANNOT BE HELD RESPONSIBLE FOR ANY COSTUME(S) THAT DO NOT FIT. WE CAN ONLY PROVIDE COSTUMES FROM THE MEASUREMENTS THAT WE HAVE BEEN GIVEN. PLEASE MAKE SURE THAT THE MEASUREMENTS ARE TAKEN CORRECTLY
- WE WORK STRICTLY TO THE MEASUREMENTS SUPPLIED. IF ANY OF THE MEASUREMENTS SHOULD CHANGE DRASTICALLY OVER THE COURSE OF THE REHEARSAL PERIOD EVERY EFFORT SHOULD BE MADE TO INFORM US AS SOON AS POSSIBLE
- WHENEVER POSSIBLE, THE CUSTOMER MUST HAVE THE SAME PERSON MEASURE ALL THE ACTORS. CONSISTENCY IS IMPORTANT
- PLEASE HAVE ALL THE MEASUREMENTS TAKEN BY A RESPONSIBLE ADULT
- PLEASE DO NOT ALLOW THE CAST TO MEASURE THEMSELVES
- DO NOT ALLOW CHILDREN OR HIGH SCHOOL STUDENTS TO TAKE THE MEASUREMENTS
- IRRESPECTIVE OF A CAST MEMBER INFORMING YOU THAT THEY "INTEND TO LOSE WEIGHT", OR "THAT IS NOT MY SIZE, TAKE OFF 2'", PLEASE PROVIDE THE ACCURATE MEASUREMENTS FOR THAT TIME. THIS WILL SAVE A LOT OF TIME IN THE LONG TERM
- ALL MEASUREMENTS MUST BE DONE IN INCHES, WE DO NOT ACCEPT MEASUREMENTS IN CENTIMETRES
- IF YOUR SOCIETY IS SUPPLYING THEIR OWN MEASUREMENTS THESE MUST BE SENT TO US AT LEAST ONE MONTH PRIOR TO YOUR DELIVERY DATE, WE RESERVE THE RIGHT TO REFUSE TO COSTUME YOUR PRODUCTION IF WE HAVE NOT RECEIVED THEM BY THIS DATE.
- DELIVERY DATES ARE ONE WEEK PRIOR TO YOUR OPENING NIGHT UNLESS OTHERWISE REQUESTED.
- IF YOU CHOOSE TO HAVE YOUR COSTUMES DELIVERED, AT YOUR DRESS CALL WE WILL ENSURE THAT ALL COSTUMES ARE APPROPRIATE AND FITTED. WE WILL BE EQUIPPED WITH A SEWING MACHINE, MAKING ANY ALTERATIONS AT THE DRESS CALL. HOWEVER, IF THERE ARE ANY COSTUMES THAT WE CANNOT ALTER AT THE DRESS CALL WE ARE ONLY TOO HAPPY TO ENSURE THAT YOU HAVE THE ALTERED/EXCHANGED COSTUMES BEFORE YOUR DRESS REHEARSAL
- CUSTOMERS SHOULD CHECK THEIR COSTUME(S) THOROUGHLY ON THE DAY OF RECEIPT AND ADVISE US OF ANY DAMAGE, MISSING ITEMS OR COSTUMES THAT DO NOT FIT. ANY ITEMS NOT REPORTED WITHIN 24 HOURS, WILL BE CHARGED TO THE HIRER
- CUSTOMERS WEAR OUR BOOTS AND SHOES AT THEIR OWN RISK AND ARE HIRED AS SEEN. SOCKS OR TIGHTS MUST BE WORN

CARE OF HIRED ITEMS

- THE NAMED HIRER ON THIS FORM IS RESPONSIBLE FOR THE CARE OF ITEMS HIRED FROM US
- IT IS THE RESPONSIBILITY OF THE NAMED HIRER TO MAKE ALL MEMBERS OF THE SOCIETY AWARE OF THE NEED TO CARE FOR THEIR INDIVIDUAL COSTUME(S)/ITEM(S) HIRED FROM US
- EACH COSTUME WILL ARRIVE TO YOUR SOCIETY CAREFULLY CLEANED AND PRESSED. CAN ALL MEMBERS AVOID UNNECESSARILY CLEANING OR PRESSING THE GARMENTS WITHOUT CONSULTING US PRIOR TO DOING SO
- THE GARMENTS ARE NOT TO BE CUT OR PERMANENTLY ALTERED
- NO WONDER-WEB OR ADHESIVES ARE TO BE USED ON ANY OF THE GARMENTS
- ANY ALTERATIONS MUST BE DONE IN LOOSE HAND STITCHES ONLY!
- THE REPLACEMENT OF FASTENERS WITH 'VELCRO' IS NOT APPRECIATED UNLESS PERMISSION IS GIVEN
- CUSTOMERS MUST NOT ATTACH STICKY LABELS OR BADGES TO ANY PART OF THE COSTUME
- EACH MEMBER OF THE SOCIETY'S COSTUMES WILL ARRIVE IN A FULL LENGTH GARMENT BAG, ENSURING THAT THE COSTUMES ARE KEPT CLEAN AND SAFE
- PLEASE ENSURE THAT THE COSTUMES ARE KEPT INSIDE THE BAGS WHEN NOT IN USE, OR WHEN TRANSPORTED
- HATS, PARASOLS, WALKING CANES, BOOTS ARE NOT TO BE KEPT IN THE BOTTOM OF THE GARMENT BAGS

- CUSTOMERS MUST WEAR UNDERWEAR WHILST WEARING OUR COSTUMES (INCLUDING WHEN KNICKERS OR BLOOMERS ARE SUPPLIED)
- COSTUMES MUST BE STORED PROPERLY ON APPROPRIATE HANGERS
- NO SMOKING IN ANY OF THE COSTUMES
- NO EATING OR DRINKING IN ANY OF THE COSTUMES
- CAREFUL CONSIDERATION SHOULD BE GIVEN WHEN CHOREOGRAPHY INVOLVES ANY ACTIVITY WHICH COULD CAUSE DAMAGE TO COSTUMES (i.e. SKIDDING ON KNEES, JUMPS, SPLITS, OR FIGHTING)
- THE DIRECTOR/CHOREOGRAPHER SHOULD COMMUNICATE ANY REQUIREMENTS FOR FREEDOM OF MOVEMENT IN COSTUMES AS SOON AS POSSIBLE. ANY DAMAGE TO COSTUMES DUE TO CHOREOGRAPHY MUST BE PAID FOR IF WE REPORT THE DAMAGE TO THE COMPANY UPON THE WARDROBES RETURN. IN SUCH CASE AN INVOICE WILL BE SUBMITTED TO THE COMMITTEE
- PERSONS WEARING A COSTUME SHOULD BE REMINDED THAT THE USE OF PERSONAL MAKEUP SHOULD BE RESTRAINED (IT DOES NOT NEED TO BE APPLIED TO THE BACK OF THE NECK!)
- COSTUMES MUST NOT BE WASHED BY THE HIRER OTHER THAN SHIRTS AND BLOUSES THAT MAY GET SOILED BY MAKEUP DURING THE SHOW'S RUN. THE COLLARS OF WHICH SHOULD BE SCRUBBED WITH 'VANISH' BEFORE THEY ARE PUT INTO A WASHING MACHINE. YOU DO NOT HAVE TO DO THIS BEFORE RETURNING THE COSTUMES
- EXCESS MAKEUP ON HATS SHOULD BE CLEANED WITH A WIPE BEFORE RETURNING
- ANY COSTUME EXCESSIVELY SOILED WILL BE SUBJECT TO A FULL CLEANING CHARGE AT £5.00 PER ITEM
- ANY DAMAGE TO COSTUMES SHOULD BE REPORTED BEFORE THE COSTUMES ARE RETURNED
- ANY COSTUME(S) DAMAGED (BEYOND NORMAL WEAR AND TEAR) MUST BE PAID FOR IN FULL (A QUOTE WILL BE SUBMITTED TO THE SOCIETY COMMITTEE IN THIS EVENT)
- THE COST OF REPLACEMENT WILL BE CHARGED BY US IF: THE COSTUME IS RETURNED WITH ONE OF MORE ITEMS MISSING; THE COSTUME IS RETURNED WITH BLOOD (OR OTHER BODILY FLUIDS); THE COSTUME IS NOT RETURNED TO US FOR WHATEVER REASON
- THOROUGH CHECKS ARE CARRIED OUT ON ALL WARDROBES BEFORE LEAVING US, AND ON RETURN. WE RESERVE THE RIGHT TO HAVE FINAL SAY ON ANY DAMAGED OR MISSING ITEMS FROM THE HIRED WARDROBE. IN SUCH CASE THE HIRER MUST CONCEDE TO REPLACE ALL DAMAGED/MISSING ITEMS. AN ITEMISED INVOICE WILL BE SUBMITTED TO THE COMMITTEE WITHIN 7 DAYS OF RETURN IF SUCH EVENT OCCURS
- IT IS THE RESPONSIBILITY OF THE NAMED HIRER TO ENSURE THAT ALL COSTUMES AND ACCESSORIES ARE RETURNED TO US. THIS INCLUDES FULLY CHECKING THE DRESSING ROOMS AND SIDE STAGE AFTER THE FINAL PERFORMANCE
- IF YOU CHOOSE TO TAKE ADVANTAGE OF OUR COLLECTION SERVICE PLEASE ENSURE THAT TWO ADULT TICKETS ARE AVAILABLE FOR THE LAST PERFORMANCE OF YOUR SHOW, SO WE CAN COLLECT YOUR COSTUMES AFTER THE SHOW CLOSES
- PLEASE ENSURE THAT A CAR PARK SPACE IS ALLOCATED CLOSE TO THE STAGE DOOR ONE HOUR BEFORE THE CLOSE OF YOUR SHOW, ALLOWING THE COSTUMES TO BE PACKED IN THE VAN SAFELY FOR BOTH YOUR MEMBERS AND OUR TEAM
- AFTER THE FINAL PERFORMANCE ENSURE THAT ALL COSTUMES ARE PACKED NEATLY IN THE INDIVIDUAL GARMENT BAGS THEY ARE ISSUED IN AND THAT ANY HATS, PARASOLS, WALKING CANES, BOOTS, SHOES ARE NOT PUT IN THE GARMENT BAGS BUT RETURNED PACKED IN SUITABLE CARDBOARD BOXES. ALL GARMENT BAGS MUST BE BROUGHT TO ONE POINT AS CLOSE TO THE EXIT AS POSSIBLE READY FOR COLLECTION AT THE AGREED TIME
- ANY COSTUME(S) NOT COLLECTED BY US AND LOST IN TRANSIT ARE THE HIRER'S RESPONSIBILITY
- EFFORT SHOULD BE MADE BY EACH PERSON HIRING COSTUMES FROM US TO RETURN ALL PARTS OF THE WARDROBE, THIS INCLUDES REMOVING ANY ITEMS OF CLOTHING, PROPS AND PERSONAL ARTEFACTS THAT DO NOT BELONG TO US
- WE ACCEPT NO RESPONSIBILITY FOR ANY MONIES OR PERSONAL BELONGINGS LEFT IN RETURNED COSTUMES OR BAGS
- CREDIT AS COSTUMIER MUST BE GIVEN ON ALL PRODUCTION LITERATURE USING THE WORDING "COSTUMES BY D SMITH DESIGN", ALONG WITH OUR WEBSITE ADDRESS: www.DSMITHDESIGN.co.uk

- IF THE SOCIETY USE THEIR OWN COSTUMES, OTHER THAN THOSE SUPPLIED BY ME, THIS MUST BE NOTED IN THE PRODUCTION PROGRAMME
- IF YOU HAVE ANY GOOD QUALITY ON-STAGE PHOTOGRAPHS TAKEN OF YOUR SHOW, WE WOULD APPRECIATE A COPY OF THE IMAGES TO USE AS PUBLICITY MATERIAL. BY ALLOWING US TO HAVE A COPY OF THE PHOTOGRAPHS THE SOCIETY AUTHORISES ALL USE OF THE IMAGES FOR MY MARKETING PURPOSES
- ALL COSTUMES SUPPLIED BY US ARE SUBJECT TO COPYRIGHT BY THE COMPANY. THEREFORE ANY USE OF IMAGES OR RECORDINGS OF MY COSTUMES MUST BE FULLY CREDITED

PAYMENT OF GOODS

- WE CANNOT OFFER DISCOUNT FOR CHARITY EVENTS
- WE CANNOT OFFER DISCOUNT OR EXCHANGE AS TERMS OF PAYMENT
- NO REFUNDS WILL BE MADE FOR EARLY RETURN OF GOODS HIRED
- NO REFUNDS WILL BE ISSUED IF A COSTUME/SHOW HAS BEEN CANCELLED ONCE IT HAS BEEN BOOKED
- NO REFUNDS WILL BE ISSUED ON ACCESSORIES UNLESS THEY ARE PROVEN TO BE FAULTY
- THE PRE-PAID DEPOSIT WILL BE DEDUCTED FROM THE FINAL INVOICE ASSUMING ALL OF THE ABOVE CONDITIONS HAVE BEEN MET
- THE DEPOSIT MAY NOT COVER THE WHOLE COST OF REPAIR OR REPLACEMENT COSTUME(S). THEREFORE WE RESERVE THE RIGHT TO LEVY ANY EXTRA CHARGES TO COVER SUCH COSTS
- THE FULL REMAINDER OF THE INVOICE MUST BE PAID PRIOR TO THE DAY OF DELIVERY
- LATE PAYMENTS OF GOODS IS GOVERNED BY THE 'LATE PAYMENT OF COMMERCIAL DEBTS ACT 1998'. A LATE PAYMENT IS DEEMED AS BEING 7 DAYS AFTER THE PAYMENT DUE DATE HAS BEEN SET OUT ON THE INVOICE AND IS CALCULATED USING THE CALCULATION, DEBT X INTEREST RATE X NUMBER OF DAYS LATE / 365. THE INTEREST RATE AS SET OUT IN THE ACT IS 8% PLUS THE CURRENT NATIONAL REFERENCE RATE
DISCLAIMER
- WE DO NOT ACCEPT RESPONSIBILITY FOR ANY INJURY OR DAMAGES TO A THIRD PARTY, PERSONS OR PROPERTY CAUSED BY USE OF GOODS HIRED UNDER THIS AGREEMENT. IN THE EVENT OF ANY MATTER BEING TESTED AT LAW AS A RESULT OF THE HIRER'S FAILURE TO COMPLY WITH ANY OF THESE CONDITIONS, THE HIRER AGREES TO PAY THE COMPANY'S COSTS IN THIS MATTER INSURANCE
- THE HIRER WILL ENSURE THAT MY COSTUMES ARE INSURED WITH THE APPROPRIATE LEVEL OF COVER AND WITH A COMPANY WHO IS AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY, SUCH AS NODA INSURANCE. HIRER'S MUST ENSURE THAT THEIR POLICY COVERS COSTUME RENTAL

I HEREBY AGREE TO THE 'TERMS AND CONDITIONS' LISTED ABOVE, AND AGREE TO ABIDE BY THEM:

PRINT NAME SIGNED DATE.....
(WARDROBE REPRESENTATIVE)

PRINT NAME SIGNED DATE.....
(COMPANY SECRETARY/TREASURER/CHAIRPERSON)

PRINT NAME SIGNED DATE.....
(DS DESIGN REPRESENTATIVE)

NAME OF SOCIETY

ADDRESS FOR CORRESPONDENCE

.....
.....
.....

CONTACT NAME TEL

.....

CONTACT EMAIL.....

DATE OF DRESS CALL

DATE OF SHOW FROM TO

.....

PREFERRED DELIVERY DATE & TIME ////.....

DELIVERY ADDRESS

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.....

IF YOU HAVE ANY QUESTIONS OR QUERIES REGARDING ANY PART OF THIS CONTRACT / TERMS AND CONDITIONS PLEASE DO NOT HESITATE TO CONTACT US. PLEASE FILL IN THE CONTRACT FORM (FIRST PAGE OF THIS DOCUMENT), CHECK EACH PAGE OF THE TERMS AND CONDITIONS, AND SIGN/DATE THE FORM ABOVE. PLEASE RETURN ONE FULL COPY TO US AND RETAIN ONE FULL COPY FOR YOUR SOCIETY'S RECORDS