



BrassNeck Theatre Terms and Conditions of Hire

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following section. These definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **"Hirer"** means legal entity or person entering into the Contract for Hire.
- **"BrassNeck"** means BrassNeck Theatre.
- **"Hire Period"** means the hire period stated in the Contract for Hire.
- **"Contract for Hire"** means the contract between BrassNeck and the Hirer for the hiring of BrassNeck-owned sets and props.
- **"Hired Goods"** means the goods set out in the Contract for Hire.
- **"Laws"** means any applicable legislation, statutes, regulations, orders, codes of practice, regulatory policies, guidelines, and binding judicial decisions, including but not limited to employment, health and safety, data protection, equality, and tax laws of the United Kingdom, as may be amended from time to time.

Terms and Conditions

Our Terms and Conditions were last updated on 1.7.2025. Please read these Terms and Conditions carefully before signing the Contract for Hire.

1. Opening hours for collection and return of Hired Goods are by appointment, ordinarily Mondays to Thursdays between 10.00am and 3.00pm, and Fridays between 10.00am and 2.00pm.
2. Hirers are requested to send their own manpower to assist with the loading/unloading of delivery vehicles. If this is not available, then the cost of BrassNeck engaging such manpower will be passed on to the Hirer.
3. BrassNeck will provide basic safety information and assembly/disassembly instructions for the Hired Goods. Hirer must ensure these instructions are read and followed by all personnel involved with the assembly, use and disassembly of the Hired Goods. Any queries regarding safe use of the Hired Goods must be raised with BrassNeck before use of the Hired Goods.
4. Hirer must ensure that all personnel involved in the handling, assembling, dismantling, or using the Hired Goods are competent, appropriately qualified and trained, and use suitable personal protective equipment (PPE). Hirer must ensure adequate supervision during assembly, use, and dismantling of the Hired Goods.
5. Hirer must inspect all Hired Goods upon receipt and before each use during the Hire Period. Any defects or safety concerns must be reported to BrassNeck immediately and the affected items must not be used until BrassNeck has agreed to their use.
6. Hirer must conduct and document specific risk assessments for activities including, but not limited to transportation, assembling, dismantling, use and storage of the Hired Goods.
7. No modifications, alterations, or repairs may be made to the Hired Goods without BrassNeck's prior consent.
8. Hirer must report any accidents, incidents, or near-misses involving the Hired Goods to BrassNeck within 24 hours, including details of any injuries or damage, and corrective actions.



9. Hirer must ensure that their venue can safely accommodate the weight and structural requirements of all Hired Goods. Hirer must ensure that there are appropriate stage facilities and equipment for bracing, braking, and weighting, balancing or hanging the Hired Goods.
10. Hirer must incorporate the Hired Goods into its venue's emergency procedures and evacuation plans, ensuring all relevant personnel are briefed accordingly.
11. Hirer must ensure compliance with all relevant Laws, including but not limited to the *Health and Safety at Work etc. Act 1974* and associated regulations. This includes maintaining appropriate documentation and records.
12. BrassNeck reserves the right to inspect the Hired Goods at any time during the Hire Period to ensure safe use and compliance with these terms and conditions. Access must be granted upon reasonable notice.
13. Hirer must ensure appropriate measures are in place to protect third parties (including audience members and venue staff) from any risks associated with the Hired Goods.
14. Hirer must maintain records of: risk assessments, safety briefings, inspection checks, and incident reports. These must be made available to BrassNeck upon request.
15. Hirer will take all reasonable measures to ensure that Hired Goods are returned at the arranged time and in similar condition. Hirer will be charged for the re-working of any alterations to the Hired Goods which have not been restored to their original condition before their return at the end of the Hire Period.
16. On receipt of the signed Contract for Hire by BrassNeck, an initial invoice for 10% of the full cost will be sent to the Hirer as a non-refundable deposit. This must be paid by return of the Hired Goods.
17. Hirer will be entirely responsible for the security of the Hired Goods during the Hire Period and for any preceding or following dates applicable due to the earlier collection or later return of the Hired Goods.
18. Any Hired Good unreturned or damaged will be charged at the value of said Hired Good. Repairable damage will be charged at the cost of such repair.
19. Hirer will insure Hired Goods for the stated value to cover all instances of loss, theft or other damage howsoever caused. Such insurance shall be inclusive of liability cover, sufficient to indemnify against any claims arising as a consequence of the transport, use of, performing on, or the erecting or dismantling of the Hired Goods. At BrassNeck's request, Hirer must provide BrassNeck with a certificate of insurance covering the Hired Goods.
20. Where practicable, fire-retardant materials are used in the manufacture of the Hired Goods. BrassNeck does not guarantee fire retardancy levels of the Hired Goods.

[Changes to These Terms and Conditions](#)

BrassNeck reserves the right, at its discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, BrassNeck will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at BrassNeck's sole discretion.