

Terms and Conditions for the Hire of RTÉ Production Resources

The Terms and Conditions that are set out below should be read in conjunction with the Quotation Letter from RTÉ to you as the Hirer and together they form the Agreement between RTÉ and the Hirer for the hire and use of production resources during the period of hire (as detailed in the Quotation Letter). The Hirer acknowledges and agrees that it has read the terms and conditions set out here prior to countersigning the Quotation Letter.

1. Any changes to the agreed staffing levels, hours of hire, equipment or other provisions set out in the Quotation Letter shall only be permissible if agreed in writing by the Hirer and RTÉ. Any additional costs that may apply as a result of any such changes or variations shall be charged accordingly to the Hirer unless otherwise agreed.
2. The Hirer acknowledges that the price and payment terms in respect of the resources being made available to the Hirer by RTÉ shall be specified in the Quotation Letter. The Hirer agrees to pay to RTÉ the monies set out in the Quotation Letter including where applicable VAT at the appropriate rate.
3. The Hirer agrees that it shall pay the first instalment of the amount specified on or before the first day of hire with the final instalment being due within 28 days of the end of the relevant period of hire. RTÉ reserves the right to terminate the Agreement in the event that the Hirer fails to make payment in accordance with these terms. In the event that the final payment is not made by the end of the relevant period (as specified in the Quotation Letter), RTÉ shall charge interest on the relevant sums outstanding at the annual rate of 2% above DIBOR.
4. The Hirer agrees that it shall notify RTÉ promptly in the event that it has any concerns or queries with regard to the services and/or facilities being provided by RTÉ hereunder and RTÉ shall use its reasonable endeavours to address such concerns.
5. The Hirer acknowledges that where RTÉ employees are made available to it, that the employees shall be treated with dignity and respect and that the Hirer shall ensure that it complies with terms and conditions that pertain to their employment within RTÉ including (but not limited to) entitlement to meal breaks.
6. RTÉ shall use all reasonable endeavours to provide named individuals to the Hirer for a commission. In the event that such named individuals are not available, RTÉ reserves the right to replace such individuals with alternative suitably qualified personnel.
7. The Hirer shall ensure that it complies with RTÉ Health and Safety Guidelines (a copy of which is available upon request from RTÉ). This shall include, where relevant, set design and construction and limits on the use of mist within the studio complex.
8. The Hirer shall ensure that it complies with RTÉ security procedures which RTÉ shall notify to the Hirer in advance. In the event that RTÉ Security passes are required by the Hirer or its employees, the Hirer agrees that same shall be returned promptly upon the expiry of the relevant period of hire.
9. The Hirer shall ensure that RTÉ is provided with relevant financial information when applying for credit terms e.g. trade references and/or direct debit mandates.

10. In the event that the Hirer wishes to purchase specific items from RTÉ in the course of this Agreement, it is agreed that ownership and title in any such goods shall remain with RTÉ until final payment has been received.
11. The Hirer shall be responsible for public liability insurance concerning any of its own employees and the Hirer shall where relevant ensure that its employees exercise due care and skill in the use of RTÉ equipment and facilities being made available to the Hirer hereunder.
12. RTÉ's entire liability for any damage or loss caused directly by the improper performance or non-performance by RTÉ of its obligations under this Agreement shall not exceed an amount equal to amount set out in the Quotation Letter. In any event, RTÉ shall not be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever, and whatever the cause thereof (i) for any increased costs or expenses, (ii) for any loss of profit, business, contracts, revenues, or anticipated savings, or (iii) for any special, indirect or consequential damage or loss of any nature whatsoever, arising out of this Agreement.
13. The Hirer shall not make any reference to RTÉ in any advertising, promotional or published material without the prior approval of RTÉ.
14. The Hirer shall ensure that its agent (s) shall comply with these terms and conditions.
15. Neither party shall be liable for any delay in performing or failing to perform obligations if the delay or failure results from events or circumstances outside their reasonable control. For the avoidance of doubt these events or circumstances include defaults of suppliers or sub-contractors, trade disputes and government regulations.
16. Either party may terminate this Agreement with immediate effect by notice in writing where (a) the other party is in breach of this Agreement and such breach is incapable of remedy or (b) the other party is in breach of the contract but fails to remedy within 14 days of written notice of default or (c) either party becomes insolvent or is unable to pay its debts as they fall due. This clause shall not prejudice the right of either party to take legal action in the event of non-payment or non-performance of its duties.
17. This Agreement is governed by the laws of Ireland and the parties hereby submit to the jurisdiction of the courts of Ireland.