

# **Warwickshire Music Instrument Hire Agreement**

By completing the online application form for instrument hire, you are agreeing to the terms and conditions set out below. Please ensure you read them thoroughly.

## **Definitions**

In this agreement except where the context otherwise required, the following terms shall have the following meanings;

The Owner: Warwickshire Music is the official owner and original purchaser of the instrument.

The Hirer: The person who completes this application for instrument hire. This will be the student (if over 18 years old) or the student's parent/carer or agreed named representative (if under 18 years old).

The Instrument: Any musical or electronic instrument offered for loan/hire and being on the current inventory of Warwickshire Music

**This agreement is made between Warwickshire Music and the hirer and it is hereby agreed as follows;**

1. This agreement supersedes any prior agreement between Warwickshire Music and the hirer, whether written or verbal and any such prior agreements are cancelled at the commencement date of this agreement.
2. Instrument hire is only available to students using Warwickshire Music for their music tuition.
3. The hirer will advise Warwickshire Music of any change in personal details or circumstances (eg. address)

## **The Instrument**

4. During the period of hire/loan the instrument remains the property of Warwickshire Music.
5. Warwickshire Music will provide an instrument with a case. Any accessories required during the hire term such as reeds, strings, rosin, slide oil, valve oil, cork grease etc. will be the responsibility of the hirer.

## **Loss and/or Damage**

6. The hirer is responsible for loss or damage to the instrument during the hire period.
7. It is recommended that you insure the instrument. It can usually be added to your household insurance, please check with your insurers. Alternatively specialist insurers can arrange insurance for you.
8. The hirer will advise Warwickshire Music of any loss or damage and is liable for the cost of repairing or replacing the instrument.

## **Repairs**

9. No repairs may be arranged by the hirer. In the event of damage please notify Warwickshire Music who will arrange any repairs. The hirer will be required to pay the full cost of repair or replacement for any damage not deemed to be the result of fair wear and tear.
10. Whilst all reasonable efforts will be made to provide a replacement instrument during repairs, this cannot be guaranteed. Any replacement will be of a similar type and provided under the same Terms and Conditions. Unless the owner agrees, the hirer will not be entitled to any refund between the dates of removal and replacement or substitution.

## **Fees & Payment**

11. First year free hire applies to one instrument per pupil only.
12. Warwickshire Music will set a fee for each school term, or part term as laid out in the scale of charges.
13. Warwickshire Music reserves the right to increase instrument hire fees and will advertise any changes at least three months prior to implementation of the price increase.
14. If payment is not made within 30 days of the invoice, Warwickshire Music reserves the right to ask for the instrument to be returned. The hirer will be held responsible for any recovery costs that may incurred.

## **Hire Period**

15. The maximum term of hire is three years unless the hirer is eligible for remission.

## **Returns**

16. If the hirer does not return the instrument prior to the end of term they will be invoiced for the next terms hire.
17. The hirer must follow the correct returns procedure laid out in documentation provided with the instrument or as shown on the Warwickshire Music website.
18. Failure to follow the returns procedure could result in charges being applied.
19. Warwickshire Music reserves the right to terminate this agreement if the hirer has made any misrepresentations or no longer use the instrument for Warwickshire Music tuition of ensembles.

## **Security**

20. Security: The hirer shall keep the instrument in their sole possession for the student to use and shall not sublet, sell, lend or use as security against a loan nor allow the instrument to be seized in satisfaction of debts or for any other legal process. The hirer shall indemnify Warwickshire Music against all losses, costs, claims, damage and expenses.