

### Instrument Hire Application - September 2016

Thank you for enquiring about the Instrumental Hire Scheme (the "Scheme") operated by The Cornwall Music Education Hub (CMEH/The Hub). Enclosed with this letter is the Hire Agreement covering the details of the cost of hire, insurance information and the general terms and conditions of the hire. Please read the Hire Agreement carefully and if you have any questions contact The Hub before returning the completed Hire Agreement.

If you wish to hire an instrument please complete the attached Hire Agreement form and return to the **Cornwall Music Education Hub, Chy Tревail, Beacon Technology Park, Dunmere Road, Bodmin PL31 2FR** **enclose the first term's hire fee and delivery/collection fee.** Instruments will be delivered by courier to the child's school. We aim to deliver instruments within two weeks of receiving the hire form.

**Please be aware that the Hire Agreement is a legally binding contract: when hiring an instrument it confirms that you have read, understood and agree to abide by the terms and conditions under the Scheme.** During the hire, the instrument remains the property of The Hub and must be returned upon request in good condition; failure to return the instrument, or pay the termly hire fee may, in accordance with the Hire Agreement, will result in legal action being taken. The Hirer is responsible for any damage caused to the instrument.

The maximum hire period for an instrument is four terms. We believe that this hire period gives ample time for parents to be certain of their child's commitment and investigate purchasing their own instrument.

The hire period will commence on the date the instrument is issued, which is usually at the beginning of the term. An invoice will be sent to you for each subsequent term advising the balance that is currently owed. Please pay this balance according to Cornwall Councils payment terms, details of which are included on the invoice. Please be aware that hire fees are revised each September. Should you have any concerns about the statement, please contact The Hub.

At the end of the hire period, you will receive a letter with information about how to return the instrument. **Please note that hire fees will continue to be charged until The Hub office has been informed that the instrument has been returned to the student's school for collection.** You can notify us that the instrument is ready for collection using the contact details below or following the link on the CMEH website <http://cornwallmusiceducationhub.org/instrument-hire/> **under no circumstances should the instrument be left with the peripatetic music teacher.**

Please do not hesitate to contact us before or during the hire period.

We hope your child enjoys the many benefits of learning a musical instrument.

Yours faithfully

Cornwall Music Education Hub

## Definitions and Interpretations

The following words and expressions have the following meaning unless inconsistent with the context.

- “Instrument”** means the instruments as listed in the Schedule;  
**“Hirer”** means the person described in the Application Form;  
**“Hire Fees”** means the fees payable in accordance with the Schedule;  
**“Hire Period”** means the maximum term hire for an Instrument;

The headings in the conditions are for convenience only and shall not affect its interpretation. The singular includes the plural and vice versa; one gender includes all others.

Reference to any Act of Parliament or any Order, Regulation, Statutory Instrument, Directive or the like shall be deemed to include a reference to any amendment or re-enactment thereof.

### 1. Letting

This agreement sets out the terms and conditions upon which The Hub will lend the Hirer the Instrument for use by the “Student”. The Hub are letting and as the Hirer you are taking hire of the Instrument (including all accessories thereto) on the terms and conditions set out in this agreement hereinafter referred to as the “Agreement.” For the avoidance of doubt your obligations under this Agreement are not negated by any act or omission, negligent or otherwise, made by the Student.

### 2. Term

This Agreement shall commence on the date the Instrument is issued and shall continue for the period specified for the Instrument in accordance with the Schedule, unless terminated earlier under the terms of this Agreement.

### 3. Hirer’s Obligations

The Hirer shall:

**3.1** Pay the Hire Fees specified in the Schedule for the Instrument within 28 days of receipt of an invoice from Cornwall Council requesting payment. Such invoice shall be sent to you at the beginning of each Hire Period.

**3.2 Failure to pay the Hire Fees will result in the immediate return of the instrument and may result in legal action.**

**3.3** The Instrument must be returned to The Hub at the end of the fourth term. Additional Hire Fees will be charged where the Instrument has failed to be returned to The Hub without expressed agreement and will continue to be charged at the current termly rate until the Instrument has been returned. **The Hub may commence legal proceedings for the recovery of unpaid Hire Fees and for the cost of any unreturned instruments.**

**3.4** Notify The Hub immediately by letter of any changes to your address, contact details or the Students school.

#### 3.5 Use of Instrument

The Hirer shall use the Instrument properly and shall not modify or alter it, nor remove or alter or permit removal or alteration of identification or registration numbers or marks on the instrument, keep the instrument properly protected and safe and shall ensure that it will be used safely and without risk to health.

#### 3.6 Damage, loss and repair

The Hirer shall be responsible for loss of or damage caused to the Instrument so far as such loss or damage is not covered by effective insurance under this Agreement and must notify The Hub immediately of any such loss or damage and replace or repair the instrument if so required by The Hub.

#### 3.7 Notice of loss

The Hirer shall immediately give notice in writing to The Hub of the happening of any material loss of, or damage to, the instrument.

#### 3.8 Repair and maintenance

The Hirer shall keep the Instrument properly maintained, but should the Instrument be in need of repair it should not be repaired by any third party but should be returned to The Hub.

#### 3.9 Inspection

The Hirer shall allow The Hub representative to inspect the Instrument at all reasonable times.

#### 3.10 Location of Instrument

The Hirer shall keep the Instrument in his/her sole possession at the address written in the application form of this Agreement and shall not sell, assign, mortgage, charge or sub-let the instrument or any interest in it or move the instrument from the above written address without first obtaining written consent of The Hub.

### **3.11 Insurance**

The Hirer will keep the Instrument insured to its full replacement value against loss or damage by fire and such other risks (including third party risk) and such further risks as The Hub reasonably require and where possible The Hub interest noted on the policy. As the Hirer you shall notify The Hub forthwith of any loss of or damage to the Instrument and hold any insurance money in trust for The Hub. As the Hirer you irrevocably authorise The Hub to collect the insurance monies from the insurers. If a claim is made against the insurers The Hub may, at its discretion, conduct negotiations and affect a settlement with the insurers and you agree to be bound by such settlement. The Hub shall apply the insurance money at our discretion as follows:-

**3.11.1** Making good damage; or

**3.11.2** Replacing the Instrument; or

**3.11.3** Compensating The Hub for all loss which it suffers, any deficiency being made up by the Hirer on demand.

### **3.12 Indemnity**

The Hirer shall hold The Hub harmless against and pay any claims made against us and all damages costs and expenses suffered or incurred by The Hub as a result of any third party claim arising out of the state, condition or use of the Instrument.

### **3.13 Ownership**

The Instrument will remain the property of The Hub and the Hirer will have no right or interest in it except than as the Hirer of it under this Agreement.

### **3.14 Solvency**

The Hirer shall not allow the Instrument to be seized in satisfaction of his/her debts or for any other legal process.

### **3.15 Termination**

This Agreement will end at the expiry of the Hire Period in accordance with the Schedule. A termination notice will be sent requesting the Instrument to be returned.

Either party may terminate this Agreement by giving two weeks written notice. The Hub may terminate this Agreement forthwith if you are found to be in breach of any of the terms of this Agreement. The Hirer shall still be liable for any outstanding Hire Fees where the Instrument is returned before the expiry of any school term.

### **3.16 Return of the Instrument**

Upon termination of this agreement the Hirer will surrender up the Instrument to The Hub, at his/her own expense, in good condition (fair wear and tear excepted) and pay The Hub all amounts due but unpaid up to the date of termination.

## **4 Assignment**

The Hirer may not transfer his/her obligations under this Agreement.

## **5 Data Protection**

Both parties agree to comply with the Data Protection Act 1998 and any related legislation in so far as the same related to the provisions and obligations of this Agreement.

## **6 Warranties**

No warranty condition undertaking or term express or implied statutory or otherwise as to the condition quality performance merchantability durability or fitness for purpose of the Instrument is given or assumed by The Hub and all such warranties conditions undertakings and terms are hereby excluded.

## **7 Third parties**

The Hub recognise and as the Hirer you recognise that this agreement is intended to benefit and shall benefit the Student for the purposes of the Contracts (Rights of Third Parties) Act 1999 and, subject to that, nothing in this Agreement confers any rights on any other third party.

## **8 Entire Agreement**

This Agreement supersedes all prior agreements, arrangements and undertakings between the Hirer and The Hub and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. The Hirer confirms that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

## **9 Governing Law**

This Agreement shall be governed by and construed in accordance with English law.

For the avoidance of doubt all Schedules, the Letter to parents and the Application Form is incorporated into this Agreement.

Schedule September 2016

<b>HIRE FEES &amp; RECOMMENDED INSURANCE COVER UNDER 'ALL RISK' POLICY</b>			<b>Recommended insurance cover under an 'All risks' policy</b>
Subject to availability, the following instruments may be hired for a maximum of four terms.			
<b>STRINGS</b>	Violin	Tier 1	£100
	Viola	Tier 2	£150
	Cello (All Sizes)	Tier 2	£400
	Double Bass	Tier 4	£1500
<b>WOODWIND</b>	Clarinet	Tier 2	£350
	Oboe	Tier 2	£800
	Bassoon	Tier 3	£2000
	Kinder Clarinet/Clarineto'	Tier 2	£200
	Flute	Tier 2	£350
	Flute (curved)	Tier 2	£375
<b>BRASS</b>	Trumpet	Tier 2	£275
	Trombone	Tier 2	£360
	Cornet	Tier 2	£300
	Tuba	Tier 3	Please contact the office
	French Horn	Tier 3	£850
	Compact Trombone	Tier 3	£1000
	Euphonium	Tier 3	£850
<b>KEYBOARDS/GUITARS</b>	Not available	N/A	N/A

## Instrument Hire Application Form – September 2016

Please complete in CAPITALS and return to: Cornwall Music Education Hub, Chy Trevail, South 2, Beacon Technology Park, Dunmere Road, Bodmin, PL31 2FR

### Pupil details:

Surname:	Forename:
School:	Date of Birth:

### Parent/Carer details to whom all correspondence should be sent:

Surname:	Initials:	Title:
Address:		
Postcode:	Telephone:	Email address:

### Instrument details:

Instrument required:	Instrumental teacher:
Instrument size: (please confirm with teacher)	

### Hire fees:

My child is eligible for a CMEH Subsidy

**Yes** - please tick option below:

1. Child in receipt of Free School Meals\*   
*(not infant universal FSM)*
2. Child of a British Service Family   
*(please attach a copy of Services ID card)*
3. Child in Care\*   
*\*eligibility will be checked against the Council Central Register*

No

<b>Tier 1 Instrument</b> Cost per term (incl VAT) £10.80 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £19.80</b>	<b>Tier 3 Instrument</b> Cost per term (incl VAT) £16.80 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £25.80</b>
<b>Tier 2 Instrument</b> Cost per term (incl VAT) £13.80 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £22.80</b>	<b>Tier 4 Instrument</b> Cost per term (incl VAT) £19.20 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £28.20</b>

<b>Tier 1 Instrument</b> Cost per term (incl VAT) £21.60 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £30.60</b>	<b>Tier 3 Instrument</b> Cost per term (incl VAT) £33.60 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £42.60</b>
<b>Tier 2 Instrument</b> Cost per term (incl VAT) £27.60 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £36.60</b>	<b>Tier 4 Instrument</b> Cost per term (incl VAT) £38.40 Delivery (incl VAT) <u>£ 9.00</u> <b>Cheque total £47.40</b>

### Payment methods: (please tick one box below)

- I enclose the first term's hire **and** delivery fee (please make all cheques payable to **Cornwall Council**). If the delivery fee is omitted, we will not be able to process the form.
- I would like to receive an invoice for a term's hire and delivery fee, I know this will cause a delay in issuing an instrument.

### DECLARATION I agree to:

- Enclose payment for first term's hire and delivery fee
- Pay the appropriate termly fee until the instrument is returned to The Hub instrument pool, as per the hire agreement terms and conditions
- Maintain the instrument and any subsequent replacements in good condition and to pay for all repairs deemed necessary by The Hub including string replacements, after the first term's hire
- Return the instrument to The Hub at the end of the hiring period or if requested by the Hub
- Pay the cost of replacement in the event of loss or irreparable damage
- Contact The Hub immediately in the event of damage to instruments
- To insure the instrument under an "all risks" policy to cover against loss or damage
- Contact The Hub immediately and advise of any change of contact details

Your signature below confirms that you have read, understood and agree to abide by the terms and conditions under The Hub Instrument Hire Scheme. It is essential that instruments be insured by the hirer against loss or damage under an 'All Risks' policy

Parent/carers signature \_\_\_\_\_ Date \_\_\_\_\_ Date lessons commence \_\_\_\_\_

*Our instruments are suitable for beginners and students and we will allocate the best quality and most appropriate instrument we have in stock. **This application does not guarantee the immediate supply of an instrument.***