

Instrument Class Set Hire Form 2017/18

Dear School

Thank you for enquiring about the Instrumental Class Set Hire Scheme (the "Scheme") operated by the Cornwall Music Education Hub (CMEH/The Hub). The Hub is a partnership of national and local arts organisations, led by Cornwall Learning. The Hub recognises that the cost of instruments is a barrier to schools supporting whole class and first access music education, therefore a subsidy has been applied to the cost of hiring class sets of instruments to Cornish Schools. To ensure the continuation of the Arts Council funding you will be required to collate and return qualitative data and feedback about the use of the instruments and whole class ensemble teaching work in your school. The Hub reserves the right to recall the instruments for a short time for key events such as large scale concerts and festivals.

We have enclosed a Hire Agreement Form which should be completed and returned to **Cornwall Music Education Hub, Chy Trevail, South 2, Beacon Technology Park, Dunmere Road, Bodmin, Cornwall, PL31 2FR**. On receipt of the signed form and where a set of instruments are available, an invoice will be raised for the first terms hire fee and the set of instruments will be delivered to your school by courier.

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 Cornwall Music Education Hub before returning the completed Hire Agreement.

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. Once you have signed the Hire Agreement please return to The Cornwall Music Education Hub. The instrument remains the property of The Hub and must be returned upon request; failure to return the instrument or pay the termly hire fee may in accordance with the Hire Agreement result in legal action being taken. Hire fees will continue to be charged until The Hub has received the class set of instruments. The hire period can be extended beyond the first term on request and where another school is not waiting for the set of instruments.

The hire period will commence on the date the instrument is issued, this will be at the start of a term. An invoice will be sent to you each term, please pay this balance according to Cornwall Councils payment terms. The hire fees are revised each September. Should you have any concerns about the statement, please contact The Hub.

We hope your students enjoy the many benefits of learning a musical instrument.

Yours faithfully

Cornwall Music Education Hub

Cornwall Music Education Hub

SCHEDULE

HIRE FEES AND RECOMMENDED INSURANCE COVER UNDER "ALL RISK" POLICY

Maximum hire for 3 terms (subject to availability and demand from other schools, please notify the Hub office if wish to hire for more than one term)

Instrument	Recommended insurance cover (under an "All risks" policy)	Number of instruments	Hire fee per term	Cost of delivery/ collection cost	Cleaning/ string/stick/ reeds replacement costs	Total Cost	Less Subsidy from CMEH	Charge to school per term*
Percussion class set (African drums/ samba)	£1400 per set	max 34	£50	£40	£0	£90	£20	£70
Taiko Drums with stands & bachi ***	£5000 per set	Max 18 (2 children per drum)	£50	£80	£60	£190	£120	£70
Guitars	£37 each	max 34	£50	£20	£180	£250	£180	£70
Ukulele	£20 each	max 34	£50	£20	£180	£250	£180	£70
Keyboards	£90 each	max 34	£50	£40	£0	£90	£20	£70
Upper strings	£100 each	max 34	£50	£20	£90	£160	£90	£70
Lower strings	Cellos £170 each. Double bass £800 each	max 34	£50	£20	£120	£190	£120	£70
Clarinet	£350 each	max 34	£50	£20	£330	£400	£330	£70
Kinder Clarinet/ Clarineo	Kinder clarinet £200. Clarineo £110	max 34	£50	£20	£330	£400	£330	£70
Flutes	£350 each	max 34	£50	£20	£330	£400	£330	£70
Flute curved	£375 each	max 34	£50	£20	£300	£370	£300	£70
Fife	£5 each	Max 34	£50	£20	£20	£90	£55	£35**
Ocarina	£5 each	Max 34	£50	£20	£20	£90	£55	£35**
Trombones	£360 each	max 34	£50	£20	£180	£250	£180	£70
Cornets	£300 each	max 34	£50	£20	£180	£250	£180	£70
Trumpets	£275 each	max 34	£50	£20	£180	£250	£180	£70
Compact Trombones	£1000 each	max 10	£50	£20	£180	£250	£180	£70
Saxophones***	£250 each	Max 34	£50	£20	£200	£270	£200	£70

* Please note that invoices to Academy Schools and FE Colleges will be subject to VAT.

** Promotional rate – limited availability

*** Please note that this instrument is very limited availability and we require all schools and providers to check with the office first to see if it is available for the time period that you require

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 instruments and may result in legal action.**

3.3 The Instruments must be returned to the Hub at the end of the Third 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 Instruments 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 Local Authority status.

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 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:-

2.9.1 Making good damage; or

2.9.2. Replacing the Instrument; or

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

3.11 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.

3.12 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.

3.13 Solvency

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

3.14 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.

3.15 Return of the Instrument

Upon termination of this agreement the Hirer will surrender up the Instrument to the Hub, 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 schools and the Application Form is incorporated into this Agreement.

Instrument Class Set Hire Form 2017/18

Please complete in BLOCK CAPITALS and return to:-

Cornwall Music Education Hub, Chy Trevail, South 2, Beacon Technology Park, Dunmere Road, Bodmin, Cornwall, PL31 2FR

DECLARATION: I agree to:

- Pay immediately on receipt of an invoice for the first term's hire.
- 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
- 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

HIRER: Name and address of school to whom all correspondence should be sent:

School Name:	DfE Number:	
Named contact responsible for instruments at the School:		
Address:	Tel No:	
	Email address:	

Instrument set required:	Instrument sizes/school year:	Name of classroom teacher:
Date instruments required:	Instrument number required:	Name of instrumental teacher:

Your signature below confirms that you have read, understood and agree to abide by the terms and conditions under the Hub Instrument Hire Scheme and are authorised to sign on behalf of the school.

It is essential that instruments be insured by the hirer against loss or damage under an "All Risks" policy

Name _____ Signature _____
(Headteacher / Deputy Headteacher / Head of Music)

THIS APPLICATION DOES NOT GUARANTEE THE IMMEDIATE SUPPLY OF AN INSTRUMENT