

Cornwall Music Education Hub – Individual Hire Terms & Conditions

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 on 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 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 email of any changes to your address, contact details or the Students school by contacting cmeh@cornwall.gov.uk.
- 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 GDPR and the Data Protection Act 2018 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.

Insurance Schedule

HIRE FEES & RECOMMENDED INSURANCE COVER UNDER 'ALL RISK' POLICY			Recommended insurance cover under an 'All risks' policy
<i>Subject to availability, the following instruments may be hired for a maximum of four terms.</i>			
STRINGS	Violin	Tier A	£200
	Viola	Tier B	£250
	Cello (<i>All Sizes</i>)	Tier B	£500
	Double Bass	Tier D	£1900
WOODWIND	Clarinet	Tier B	£450
	Oboe	Tier B	£1000
	Bassoon	Tier C	£4000
	Kinder Clarinet/Clarinet	Tier B	£450
	Flute	Tier B	£450
	Flute (curved)	Tier B	£450
BRASS	Trumpet	Tier B	£350
	Trombone	Tier B	£500
	Cornet	Tier B	£500
	Tuba	Tier D	Please contact the office
	French Horn	Tier C	£1000
	Compact Trombone	Tier C	£1350
	Euphonium	Tier C	£1250
KEYBOARDS/GUITARS	Not Available	N/A	N/A