

## Instrument Hire – Terms and Conditions

### 1) General

- a) Definitions. This contract is for the hire of musical instruments and accessories (“equipment”) and the parties of this contract which are:
  - i) The “Hirer” and, where the Hirer is not an individual but acting on behalf of a third-party organisation, the named individual named on the online order form having agreed to the Terms & Conditions
  - ii) York Music Education CIC – Registered Company 10416341 c/o Millthorpe School, Nunthorpe Ave, York, YO23 1WF
- b) Extent of Contract. The contract is in no way assignable and becomes effective when York Music Education CIC accepts the Hirer’s order.
- c) Commencement of contract. The Hire is deemed to have commenced when the equipment is either collected by the Hirer or delivered to the specified address on the order form.
- d) Off-Hiring. The Hire is deemed to have ceased once the equipment has been returned to York Music Education CIC.  
Termination of contract. York Music Education CIC reserve the right to terminate the Contract and repossess any equipment. This action will not affect any rights to monies due, or damages for breach of contract. This also includes any other remedies where the Hirer is in breach or is involved in liquidation or insolvency proceedings.
- e) Ownership of equipment. All equipment hired will remain the property of York Music Education CIC.

### 2) Charges

- a) Hire Charges Basis. The stated hire charges are for the monthly fee due or contact hire period in the event of short term/one off weekly hire. Additional charges may be applied should the circumstances of the hire change within the designated hire period.
- b) Transport Charges. All transport charges are stated separately to hire charges. York Music Education CIC cannot be held responsible for late delivery or collection of equipment due to third party couriers. All charges are unaffected by circumstances beyond the control of York Music Education CIC.
- c) Payment. The hirer will pay all monies due before collection or delivery of equipment.
- d) Loss of equipment. York Music Education CIC will consider all equipment not returned after the agreement has ended as lost and levy a penalty charge equal to the hirer equivalent to the full replacement cost of all missing equipment.
- e) All monies owed must be paid. Unpaid and outstanding hire payments, and all costs incurred in collecting these payments will be paid for by the hirer.
- f) Where hire fees are not honoured, equipment must be returned within 30-days. The full retail value of unreturned equipment will be payable by the hirer if equipment has not been returned within this period.

### 3) Hirer’s Responsibilities

- a) Collection and return of the equipment from and to Millthorpe School.
- b) The Hirer shall be responsible for the cost of any consumables such as replacement strings, rosin, reeds, grease and oils.

- c) The Hirer is responsible for the safe-keeping of the equipment. If the equipment is damaged (either deliberately or accidentally), lost or stolen, the Hirer will be responsible for the full cost of repair or the full retail replacement value of the instrument (irrespective of any discounts or free loan).
  - d) All faults or missing items should be reported to York Music Education CIC. It is the hirer's responsibility to check the equipment. Any missing items are the hirer's responsibility.
  - e) Safe and correct use of equipment. The hirer is responsible for the safe and proper use of equipment. The hirer will notify York Music Education CIC of any damage, faults or defeats inflicted during the duration of the hire agreement.
  - f) Change of address. The Hirer must inform York Music Education CIC of any address or contact details change.
  - g) The Hirer must not to sell, pledge, charge, assign or otherwise dispose of the instrument(s) or attempt to do so. The Hirer will be responsible for all expenses or costs incurred by York Music Education CIC in enforcing or applying for payment of any sums payable by the Hirer or in ascertaining the whereabouts of the Hirer or of the instrument or in recovering possession of the instrument from the Hirer or any other person (including any payment made by us in discharge or satisfaction of any lien or alleged lien over the instrument).
- 4) York Music Education CIC responsibilities.
- a) Inspection of equipment. York Music Education CIC will check all equipment to adhere to usage requirements prior to dispatch or collection. If any equipment needs to be recovered due to faults arising from the acceptable use of such equipment, York Music Education CIC will endeavour to replace the items with equivalent items.
  - b) Limitation of Liability. The liability of York Music Education CIC for claims by the hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of equipment, breakdown stoppage or lawful repossession.
  - c) York Music Education CIC shall repair or replace any instrument (as appropriate) during the hire period if there is a fault that has arisen during normal use but reserves the right to determine if an instrument is faulty or has been damaged whilst in the possession of the Hirer.
  - d) York Music Education CIC shall not provide replacement accessories, such as, but not limited to, drumsticks, spare strings, tuners etc.