

AGREEMENT FOR THE HIRE OF A MUSICAL INSTRUMENT

Date: 201

Between: (1) *School Name*

['The School']

(2) *Parent Full Name*

['You'] *Address*

.....

Student Name:

Student DoB: / /

This Agreement regulates the basis of the hiring-out of a musical instrument by **the School** to **You**, for the benefit of your son/daughter ('the Student') named above. The Agreement is also subject to standard terms and conditions which are set out on the reverse of this page.

You agree:-

1. To hire from **the School** the following instrument ('the Instrument'):-

TYPE	
MAKE	
SERIAL No.	
PRESENT REPLACEMENT VALUE	£

2. To pay to **the School** the sum of £ ('the Hire Charge') for each school term in accordance with the payment provisions set out in Standard Condition 1 **PAYMENT** until this Agreement terminates in one of the ways set out in Standard Condition 2 **TERMINATION**

3. To pay to **the School** such sum as represents the replacement value of the Instrument in the event of loss or theft of the Instrument, or such damage to the Instrument that would render it uneconomic or impractical to repair (fair wear & tear excluded), in accordance with Standard Condition 3 **CARE OF THE INSTRUMENT** etc

NOTE: It is recommended that You insure the Instrument for at least the Present Replacement Value during the period of hire. It may be possible to add the Instrument to an existing policy of insurance held by You

Signed on behalf of **the School:**

Signed by **You:**

STANDARD TERMS & CONDITIONS

1. Payment

- 1.1 Payment of the Hire Charge will be made by **You** to **the School** on or before the first day of each school term for which the Instrument is to be hired
- 1.2 No refund is payable by the School to **You** in the event of termination of the Agreement during a term SAVE THAT in the case of termination under Paragraph 2.6 **the School** may (in its absolute discretion) make a refund on a pro-rata basis
- 1.3 The Hire Charge may be varied by notice given by **the School** to **You** so long as this notice is given prior to the start of the school term to which it relates

2. Termination

- 2.1 The day that the Student leaves **the School**; or
- 2.2 The day that the Student is permanently excluded from **the School**; or
- 2.3 The day that the Student ceases to be in receipt of music tuition provided by the Local Education Authority; or
- 2.4 If the Hire Charge remains outstanding and unpaid for 14 days after becoming due
- 2.5 When **the School** terminates this Agreement due to breach of any of the terms of this Agreement by **You** or the Student
- 2.6 When notice in writing is sent to **You** by **the School** terminating the hire for any other reason in its reasonable discretion
- 2.7 Automatically within 12 months after the date the Instrument is issued

3. Care of the Instrument and Responsibilities for Repair or Replacement

- 3.1 **You** are responsible for ensuring the safe keeping and good care of the Instrument during the period of hire including the costs of any replacement or repair SAVE THAT **You** are not responsible for the costs of any repairs arising through Fair Wear & Tear
- 3.2 The Instrument must not be used by any person other than the Student and may not be loaned transferred or passed to any third party save as set out in Paragraph 3.4 below
- 3.3 In the event that the Instrument is:-
 - 3.3.1 lost or stolen, or
 - 3.3.2 damaged beyond economic or practical repair (such decision as to repair resting with **the School** in conjunction with the Local Education Authority)then **You** must make payment to **the School** in such sum as amounts to the cost of replacing the Instrument as at the date of reported loss, theft or damage. **The School** will notify **You** in writing as to the sum required and **You** will make payment to **the School** within 28 days of such notification
- 3.4 In the event that the Instrument is damaged but is capable of repair (such decision to rest with **the School**) then **You** will return the Instrument to **the School** who will arrange for an appropriate repair to be carried out by a suitably qualified repairer. **You** will be notified in writing as to the repair cost and **You** will make payment to **the School** within 28 days of such notification following which the Instrument will be returned to **You**
- 3.5 In the event that the Instrument is damaged, lost or stolen whilst under the safe custody of **the School** (and through no fault of the Student), or requires repair or replacement due to Fair Wear & Tear, then **the School** will be responsible for the replacement or suitable repair of the Instrument

4. Return of the Instrument to the School

Upon termination of the Agreement **You** will return the Instrument to **the School** forthwith SAVE THAT in the case of termination under Paragraph 2.6 **You** will return the Instrument to **the School** within 7 days of the date of the notice referred to

5. Ownership of the Instrument

The Instrument remains the property at all times of Northumberland County Council

6. Definitions

- 6.1 'Fair Wear & Tear' means natural deterioration arising through normal usage
- 6.2 'Local Education Authority' means Northumberland County Council (unless notified otherwise)