



INSTRUMENT HIRE AGREEMENT

Between:

Barnwell Music Ltd ("the Provider")

and

_____ You ("the Hirer") for the benefit of

_____ ("the Student")

This Agreement regulates the basis of the hiring-out of a musical instrument by Barnwell Music Ltd 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 £

DEPOSIT £

2. To pay to Barnwell Music Ltd 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 Barnwell Music Ltd 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.

Borrower's Name: _____

Please provide your bank details below for the return of your deposit:

Borrower's Signature: _____

Account name: _____

Date: _____

Account number: _____

Sort Code: _____

Termination date of this Agreement: _____



STANDARD TERMS & CONDITIONS

1. PAYMENT

1.1 Payment of the Hire Charge and the Deposit will be made by You to Barnwell Music before the first day of each school term for which the Instrument is to be hired. The invoice will be sent in advance.

1.2 No refund is payable by Barnwell Music to You in the event of termination of the Agreement during a term.

1.3 The Hire Charge may be varied by notice given by Barnwell Music 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 If the Hire Charge or Deposit remains outstanding and unpaid for 14 days after becoming due.

2.2 When Barnwell Music terminates this Agreement due to breach of any of the terms of this Agreement by You or the Student.

2.3 When notice in writing is sent to You by Barnwell Music terminating the hire for any other reason in its reasonable discretion

2.4 When notice in writing is sent to Barnwell Music by You terminating the hire giving at least six weeks notice.

2.5 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 [natural deterioration arising through normal usage].

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.

3.3 In the event that the Instrument is lost or stolen, or damaged beyond economic or practical repair (such decision as to repair resting with Barnwell Music) then You must make payment to Barnwell Music in such sum as amounts to the cost of replacing the Instrument as at the date of reported loss, theft or damage. Barnwell Music will notify You in writing as to the sum required and You will make payment to Barnwell Music within 14 days of such notification.

3.4 In the event that the Instrument is damaged but is capable of repair (such decision to rest with Barnwell Music) then You will return the Instrument to Barnwell Music 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 Barnwell Music within 14 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 during the hire period and whilst under the safe custody of Barnwell Music (and through no fault of the Student), or requires repair or replacement due to Fair Wear & Tear, then Barnwell Music will be responsible for the replacement or suitable repair of the Instrument.

4. RETURN OF THE INSTRUMENT UPON TERMINATION

4.1 You will return the Instrument to Barnwell Music at the end of the Hire Period, or before the Termination Date as shown above. Barnwell Music reserves the right to charge an additional fee for late return. Your deposit will be returned within 7 working days.

5. OWNERSHIP OF THE INSTRUMENT

5.1 The Instrument remains the property of Barnwell Music at all times.