

Coventry Music Instrument Hire Agreement

By completing an online application form for instrument hire, applying for lessons, or joining a music group/ensemble where a free instrument will be provided, you are agreeing to the terms and conditions set out below. Please ensure you read them thoroughly before proceeding.

Definitions

The Owner: All instruments and equipment belong and were purchased by either Coventry Music or the Heart of England Music hub

The Hirer: The Hirer is the person or organisation who completes this application, applies for a Coventry Music Service or agrees to a Coventry Music Service Level Agreement. This must be a someone over the age of 18 years.

The Instrument: Any musical or electronic device, or other piece of equipment offered for loan/hire currently owned by Coventry Music or the Heart of England Music Hub

Capital Assets: Any instrument, licence or resources loaned as part of the Heart of England Music Hub Capital Instrument Grant.

This agreement is made between Coventry Music and the hirer (including on behalf of the Heart England Music Hub) and it is hereby agreed as follows:

1. The hirer is responsible for the Instrument(s) whilst in their possession, and this agreement takes effect immediately on receipt of any Instrument(s)
2. The Hirer must advise the Owner of any change in personal details or circumstance, especially in respect of current address and contact details
3. The Capital Asset or Instrument remains the property of Coventry Music or Heart of England Music at all times.

The Instrument

1. You must use the Instrument(s) in a careful and proper manner and keep them in working order. You may not interfere with the Instrument(s) except where this is clearly deemed appropriate for the good upkeep of the Instruments.
2. Whilst you may take the Instruments out of your property for the purposes of school lessons, concerts etc., you should keep the Instruments at your place of residence/or business premises as stated in the original agreement at all other times. They must not be left unattended elsewhere
3. The Hirer (except for schools, see above) shall keep the instrument in their sole possession for the student to use and shall not sublet, sell, lend or use as security against a loan nor allow the instrument to be seized in satisfaction of debts or for any other legal process.
4. Schools may loan instruments to individual students, but they will remain responsible for the instrument according to the hire agreement at all times. It is therefore the school's responsibility to ensure that an accurate record of the location of all instruments is kept and to ensure that all loaned instruments are returned to the school as soon as they are no longer being used by a student.
5. Instrument accessories, such as reeds, strings, cleaning equipment will be supplied initially with the instrument. However, for instruments loaned to individual students,

additional accessories would normally be expected to be purchased/acquired by the Hirer.

Loss and/or damage

1. The Hirer is responsible for any loss or damage to the instrument during the hire period.
2. It is recommended that you insure the instrument, individually or through your household/business insurance.
3. The Hirer must advise the Owner of any loss or damage to the instrument immediately and will be liable for the cost of repairing or replacing the instrument.
4. For schools who have loaned instruments to students, the school will be liable for any loss/or damage and it would be the responsibility of the school to recover any costs which may occur directly from parents/carers.

Repairs and maintenance

1. You must notify the Owner at music@coventry.gov.uk as soon as the Instrument(s) require maintenance or adjustment. We undertake within the terms of this agreement to maintain the instrument in good working order. This does not include maintenance or repairs due to misuse, abuse or negligence
2. No maintenance or repairs should be arranged or made by the Hirer. In the event of damage please notify the Owner who will arrange any necessary repairs. The hirer will be required to pay the full repair charge or replacement cost for any damage not deemed to be the result of fair wear and tear.
3. Whilst all reasonable efforts will be made to provide a replacement instrument during repairs, this cannot be guaranteed. Any replacement will be of a similar type and provided under the same Terms and Conditions.
4. Standard repair fees for non-wear and tear damage are:
 - a. £50 for items with a value of less than £150
 - b. £80 for items with a value of less than £300
 - c. £100 for items with a value of £300+
 - d. All charges and fees are subject to change. Fees may be waived or adjusted in some circumstances.

Fees and payments

1. There is no charge to loan an instrument for any student currently undertaking lessons or attending a Coventry Music or Heart of England Music group or ensemble.
2. Normal charges for repairs, damages and loss still apply to free instrument loans.
3. Items will remain free to loan until the end of the lessons or group membership. On termination of lessons or membership, normal hire fees will apply.
4. The current hire fees can be found [on the Hirers website](#)
5. Fees are charged per academic year by invoice. There will be no refunds for items returned before the end of the current academic year.
6. If payment is not received within 30 days of the invoice, Coventry Music reserve the right to ask for return of the instrument, or apply additional charges. The Hirer may be held responsible for any recovery costs that may occur.
7. Any item not returned, within the agreed timescale, will incur the full replacement cost of the Instrument.

Hire Period

1. For paid hires you agree to rent the instrument for one academic year. The instrument should be returned at the end of the academic year or the contract should be extended for another full academic year. To extend the contract please contact the Owner, before the end of the current hire period at music@coventry.gov.uk
2. For free loans for any current students, you agree to loan the instrument for the duration of the agreed lessons, or group attendance. On termination of lessons or group membership the instrument must be returned immediately to the Owner, by contacting us at music@coventry.gov.uk.
3. You or we may end this agreement by giving one months' notice in writing. You must then return the Instruments, or make them available for collection by us, at your expense.
4. We may end this agreement and take back the Instruments, after giving you written notice, if at any time a) you fail to pay any amount within 30 days of its due date or commit any other breach of your obligations.

Returns

1. The Hirer must return the instrument to Owner at the end of the agreed term or when requested by the Owner. Failure to do so would mean the Hirer would be liable for the cost of hire for one further academic year, as per the current hire fees.
2. The Hirer must return the instrument to the Owner directly by prior written arrangement via email to music@coventry.gov.uk
3. If the instrument is returned to an alternative venue, including the student's school - by prior written agreement only, then the Hirer must notify in writing where and when the Instrument has been returned. Without written confirmation, the Hirer, will still be liable for any charges which may occur.

If you have any questions regarding the hire of instruments or fees and charges, please visit our [FAQ pages](#) on our website, or contact us at music@coventry.gov.uk