



**C NATURAL** MUSIC SERVICE

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Carrie Candlin and Jodie Meakin trading as C Natural Music Service  
23 Bell Lane, Barlaston, Stoke On Trent, Staffordshire, ST12 9BG

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## **Musical Instrument Hire Agreement**

### **Terms and Conditions**

#### Definitions

1. "Hirer" - parent or guardian hiring the instrument on behalf of the pupil.
2. "Service" - Carrie Candlin and Jodie Meakin trading as C Natural Music Service, Stoke on Trent, ST12 9BG.
3. "Instrument" - as detailed above. The instrument remains the property of the Service at all times.

#### Duration

4. The agreement will start on the above commencement date.
5. The duration of the hire is three school terms (one academic year).
6. Unless otherwise agreed, at the end of the initial hire term the Hirer will return the Instrument to the Service and purchase an instrument for the pupil.
7. The initial hire term can be extended for a further period of time, subject to:
  - a) Formal agreement between the Hirer and the Service; and
  - b) The Instrument not being required by a new pupil who has expressed an interest in taking up lessons on the given instrument.

#### Cost

8. The Hirer agrees to pay the above price per school year, payable at the start of each academic year. This amount is subject to review by the Service; any resulting increase in the cost will apply from 1 September each year.
9. In the event that the Hirer does not make any payment when due, they shall return the Instrument to the Service immediately.
10. The Service will notify the Hirer in writing of any increase to the cost of hire.
11. No refund of the hire cost will be made for instruments returned part way through a school term.

#### Responsibilities

12. The Service will,
  - a) Supply the Instrument in full working order and in good condition.

- b) Undertake regular servicing of service instruments. In most cases this will be on a bi-annual basis.
13. The Hirer will,
- a) Keep the Instrument in full working order and in good condition at all times.
  - b) Insure the Instrument against damage and loss to the value outlined above; and,
  - c) Take all necessary steps to ensure that the pupil stores the Instrument in a safe place whilst it is in school grounds.

#### Damage/ Loss

14. Parties to the agreement shall be liable for any costs relating to loss and damage as follows:

- a) Wear and tear (including accidentally caused small scratches or marks consistent with careful use of the Instrument)
  - *The Service accepts that some wear and tear is inevitable and will bear the cost of such minor repair work, in line with its servicing commitment.*
- b) Serious damage (such as renders the instrument unplayable or requiring repair above and beyond that covered by wear and tear)
  - *The Hirer accepts responsibility for the cost of repairing any such damage to the Instrument or, if necessary, will replace the Instrument with another instrument of equal kind and value.*
- c) Loss - The hirer accepts responsibility for replacing any Instrument that is lost with another instrument of equal kind and value (as determined by the Service).

15. In the case of any dispute the Service will seek advice from an independent instrument repairer as to the extent of any damage occurring to an Instrument. The resulting decision reached in respect of the extent of any damage caused will be full and final, based on the report of the independent repairer.

16. The Hirer will on request provide the Service with a copy of the instrument insurance.

#### Acceptance

17. I hereby accept the above terms and conditions for the hire of the Instrument from the Service and confirm that I have taken out the required insurance and measures as stated in paragraph 13 b).