

# Oxfordshire County Music Service

## Website terms and conditions for the hire of musical instruments

Please read these **Terms** carefully and make sure that you understand them and your obligations. These terms apply to the hire of any Instrument you have selected in your Instrument Hire Application Form (“Application Form”) and they set out your obligations in respect of the Instrument during the hire period.

You should print a copy of these **Terms** or save them to your computer for future reference.

We may amend these **Terms** from time to time. If we make any amendments to these **Terms** we will write or email you to tell you of the changes and the date on which the changes shall take effect. We shall also update these **Terms** on our website.

This contract is only in the English language.

### INFORMATION ABOUT US

- 1.1 We are OXFORDSHIRE COUNTY MUSIC SERVICE which is a part of Oxfordshire County Council which operates the **website**.
- 1.2 Oxfordshire County Council’s main office is at County Hall, New Road, Oxford, OX1 1ND.

### 1. INSTRUMENT HIRE

We shall, subject to the terms of this agreement, provide the **Instrument** you have specified in your Application Form.

### 2. HIRE PERIOD

The Hire Period will start on the date you take possession of the Instrument and shall continue until the date you return the Instrument

to us unless this agreement is terminated earlier in accordance with its terms.

### 3. INSTRUMENT HIRE PAYMENTS

- a. You shall pay the **Instrument Hire Charges** to us in accordance with the charges for instrument hire set out on our website.
- b. We shall at the end of each half term send you an invoice detailing the **Instrument Hire Charges** that will apply for the hire of the **Instrument** for that period. You must pay the invoice on receipt.
- c. We may, increase the **Instrument Hire Charges** to reflect any increase in our projected annual administrative and related costs of providing the hired **Instrument**. If we exercise our right to increase the charges, we shall notify you in advance of the increase coming into effect.
- d. All amounts due under this agreement shall be paid in full without any deduction.

### 4. DELIVERY OF THE INSTRUMENT

- a. We shall deliver the **Instrument** to you at an agreed pick-up point, having previously provided you with details (in advance) of the venue, date and time for pick up.

### 5. TITLE, AND RISK

- a. The **Instrument** shall at all times remain our property, and you shall have no right, title or interest in or to the **Instrument** (save the right to possession and use of the **Instrument** subject to the terms and conditions of this agreement).
- b. The risk of loss, theft, damage or destruction of the **Instrument** shall pass to you on delivery. The **Instrument** shall remain at your sole risk during the Hire Period until such time as the **Instrument** is returned to us at the agreed drop off point at the

agreed date and time. During the Hire Period you should consider maintaining insurance to a value not less than the **Instrument's** full replacement value, against the risk of loss, damage, theft or accident.

- c. You must give us notice (as soon as practicable) in the event that any loss, accident, theft or damage to the **Instrument** occurs whilst it is in your possession or use.

## 6. YOUR OBLIGATIONS

- a. You shall, during the term of this agreement:
  - i. ensure that the **Instrument** is used only for the purposes for which it is intended and must subject to clause 6(a)ii keep the **Instrument** in the same condition as it was when you took possession of it (including replacement of strings, rosin, reeds and cork grease, as may be appropriate);
  - ii. not attempt or undertake any repairs to the **Instrument** but you must (as soon as practicable) notify us of the damage to the **Instrument** so that we can assess the extent of the damage and take specialist advice (if necessary) as to the repair required. We may, depending on the extent of the repairs, require you to return the **Instrument** to us to enable the repairs (at your cost) to be undertaken.
  - iii. not hire or sell the **Instrument**; nor do any other act or thing which will or may jeopardise our title in the **Instrument**;
  - iv. take appropriate care of the **Instrument** when in transit and ensure that the Instrument is not left unattended at any time;
  - v. Return the **Instrument** and all accessories supplied by Oxfordshire County Music Service (eg case, bow, rosin, oil etc) to us at the end of the Hire Period or on earlier termination of this agreement to to the agreed drop off point venue at the agreed date and time.

- b. If the **Instrument** is damaged during the Hire Period, you agree to pay to us, on demand, the full costs of any repairs we are required to make to repair the **Instrument** or, in the event of total loss of the **Instrument** or your failure to return the **Instrument** at the end of the Hire Period, our costs of obtaining a replacement **Instrument**.

## 7. TERMINATION

- a. We may terminate this agreement with immediate effect by giving written notice to you if you breach the terms of this Instrument Hire Agreement or upon termination.

## 8. CONSEQUENCES OF TERMINATION

- a. Upon termination of this agreement, you must return the **Instrument** in accordance with the terms of this Instrument Hire Agreement. If there is an undue delay in the return of the **Instrument**, we reserve the right to recover from you a sum equivalent to the continued Instrument Hire Charges for each day that the **Instrument** is not returned to us in accordance with your obligations.
- b. Termination or expiry of this agreement shall be without prejudice to our rights under Clause 6 (b) and 8 (a), nor shall it affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry.

## 9. OTHER IMPORTANT TERMS

- 9.1 This Contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 9.2 Each of the paragraphs of this **Instrument Hire Agreement** operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 9.3 If we fail to insist that you perform any of your obligations under this **Instrument Hire Agreement**, or if we do not enforce our

rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.