

INSTRUMENT HIRE AGREEMENT

1. This agreement is made between the Hirer and Leicestershire County Council.
2. Leicestershire County Council reserves the right to refuse the hire of instruments or to cancel an existing hire agreement at any time.
3. Instruments will only be hired to those pupils either residing in Leicestershire or attending a Leicestershire School.
4. A pupil may only hire a maximum of 3 instruments at any given time.
5. The instrument(s) remains the property of Leicestershire County Council at all times.
6. All hire charges must be paid promptly upon receipt of an instrument hire invoice.
 - a. Invoices are sent during the Autumn Term or per term (3 terms per year), according to payment terms requested, after initial order.
 - b. Non-payment of hire fees will result in instruments being recalled and any debt passed to legal services.
 - c. Full instrument replacement cost invoices may also be issued in circumstances where agreements are not completed or payment is not received.
7. Hire fees are charged as follows:

Band 1: Clarinet, Cornet, Djembe, Flute, French Horn, Guitar, Percussion Pack, Trombone, Trumpet, Viola and Violin	£33 per year / £11 per term
Band 2: Baritone Horn, Cello, Double Bass, Euphonium, Oboe, Saxophone, Tabla and Tuba.	£66 per year / £22 per term
Band 3: Bassoon and Harp	£99 per year / £33 per term

8. If an Agreement is cancelled part way through a term, full termly fees for that term will still continue to be payable.
9. Every effort is made to ensure that all instruments are issued in full working order. Any faults or issues that are discovered with the instrument must be reported to Leicester-Shire Schools Music Service (LSMS) **within 10 days of the agreement start date**. It will be assumed that any faults or issues that are reported after 10 days of the commencement of the agreement will be the responsibility of the Hirer.
10. Leicestershire County Council will not be responsible for the replacement cost of items such as strings, reeds, rosin etc. this is the responsibility of the Hirer.
 - a. Any accessories missing when returning an instrument will be charged for at full replacement cost.
11. LCC insures the instruments so that they are protected at school, home or in transit against loss, theft and accidental damage. (Please refer to the Insurance details form for full details).
12. All reasonable care must be taken of the instrument throughout the duration of the hire agreement and the instrument must be securely stored at all times
13. In cases of accidental damage or loss, a replacement instrument will be provided, subject to availability. Hire fees will continue to be charged whether a replacement instrument is supplied or not or until the hire agreement is cancelled.

Cont'd....

14. At the end of the Hire agreement all instruments must be returned directly to Leicester-Shire Schools Music Service on behalf of LCC
- a. The conditions continue to apply until the instrument is accepted as returned and a receipt has been provided.
 - b. Appointments must be made with LSMS in order to return an instrument to County Hall, Glenfield.
 - c. Appointments are available during the normal opening hours of Monday to Thursday 09:00 to 16.30 and Friday 09:00 to 16:00 (except Bank Holidays).

INSTRUMENT HIRE INSURANCE

Basic Cover: You are covered subject to some conditions against theft, accidental loss or damage, anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. In addition the cover applies anywhere in the world for a period not exceeding 45 days in any one period of insurance.

1. You are covered whilst transporting the instrument to and from home, rehearsals, lessons or concerts.
2. The instrument is not covered for theft if it is left in an unattended vehicle at any time.
3. If an instrument is damaged due to neglect, misuse or due to theft from an unattended vehicle then Leicester-Shire Schools Music Service will seek the **full replacement value of the instrument from the hirer**.
4. You are covered if the instrument is damaged beyond repair, unless the damage has occurred due to neglect or misuse.
5. The cover may be invalidated if you are in breach of any of your conditions of hire.
6. There is an insurance excess of £50 payable by the hirer. You will be required to pay the first £50 of any costs incurred through theft, accidental loss or damage.
7. The cover only applies when we have received your signed hire agreement form. **A signed hire agreement form must be received by Leicester-Shire Schools Music Service in order for the insurance cover to be validated.** If a signed hire agreement form has not been received, the hirer will be liable for the full cost of repair or full replacement cost of the instrument, should a claim need to be made.

IF YOU NEED TO MAKE A CLAIM

You must contact Leicester-Shire Schools Music Service on **0116 3050400** as soon as possible with details of the instrument and nature of claim.

If your claim is for the theft or loss of the instrument then you must report the theft/loss to the police, and then contact Leicester-Shire Schools Music Service. The police crime number will be required in order to process the claim.

If it is a claim against damage to the instrument then you must return the instrument to Leicester-Shire Schools Music Service to be assessed. You must not attempt any repairs yourself or arrange for repairs to be made to the instrument

In all cases Leicester-Shire Schools Music Service will try to process your claim as soon as possible and will endeavour to supply you with a replacement instrument as quickly as possible. The hirer will be liable for the first £50 of the claim.