

## Purbeck Instrument Loan Scheme - Terms of the Agreement

- 1. Ownership of the instruments.** This is a hire agreement. The instruments will remain the property of the Purbeck Instrument Loan Scheme (hereafter referred to as PILS) at all times and title can never transfer to the Hirer. You must not sell or dispose of them. This agreement is not transferable by the Hirer.
- 2. Period of hire.** An annual fee of £20 is payable, which includes a £15 fee for Associate membership of the Purbeck Arts Choir. The financial year runs from 1<sup>st</sup> September. There is no limit to the period of hire other than under clause 5.
- 3. Insurance.** The hire fee covers insurance against accidental loss or damage (including fire and theft) anywhere WITHIN THE U.K. ONLY. Cover does not include: Damage due to misuse, abuse or negligence; repair or restoration by party or parties other than as arranged by ourselves; effects of climate or extremes of temperature; items left in unattended vehicles; theft by any person or persons to whom the property is entrusted.
- 4. Payment.** Instruments may only be loaned to children of members or associate members of the Purbeck Arts Choir who have paid their subscription for the year. If payment of either becomes overdue, the instrument must be returned to us immediately or made available for collection.
- 5. General provisions.** a) Instruments may be hired for the benefit of those in full time education up to the end of Year 13, who are resident in the Isle of Purbeck (meaning the Swanage and Wareham area), or attend the following schools:  
**Primary Schools:** Swanage, St. Mark's, St. Mary's, St. George's, Corfe Castle, Stoborough and Wareham St Mary  
**Secondary Schools:** Purbeck School, The Swanage School
- 6. Change of address.** You must inform us at once if you change your address or if the recipient of the instrument changes school.
- 7. Tuition.** An instrument may only be hired when the recipient is attending lessons. You will be asked annually for written confirmation that lessons are being attended with an established teacher
- 8. Availability.** Instruments will be allocated on a first come, first serve basis. The purchase and range of instruments is entirely at the committee's discretion.
- 9. Maintenance.** The hire fee covers annual maintenance. Instruments must be returned when required for this purpose. A minimum of two weeks notice will be given. You must notify us if the goods require maintenance or adjustment at other times.
- 10. Care of the goods.** You must use the goods in a careful and proper manner and keep them in good working order. You may not interfere in any way with the goods except where this may be deemed appropriate for the good upkeep of the goods.
- 11. Consumables.** The purchase of reeds, strings and other consumables are the responsibility of the hirer.
- 12. Fund-raising.** Recipients of instruments agree to participate in fund- raising concerts, if requested to do so, and to support other fund-raising activities.
- 13. Right to end this agreement.** You may end this agreement by returning the instrument to us. The hire fee cannot be refunded. We may end this agreement and take back the instrument after giving you written notice if you break the terms of this agreement. You must repay on demand our expenses and legal costs for: a) finding your address if you change your address without first informing us or finding the instrument if it is not at the address given by you; b) taking steps, including court action, to recover the instrument or to obtain payment for it.
- 14. Instrument.** The word 'instrument' includes any peripherals such as storage cases, mouthpieces, bows etc supplied to the Hirer.
- 15. Increase of fee.** The committee reserves the right to increase the annual fee payable when necessary, subject to approval at a General Meeting.

**Declaration by the Hirer: I have read and accept the terms and conditions above.**

**Signed**.....

**Name (please print)**.....

**On behalf of (child's name)**.....

**School**.....

**Instrument loaned:** ..... **I.D. No.** .....

Please keep one copy of this form for reference and return the other form, signed and dated, to:  
Jay Buckle, 9 Bon Accord Road, Swanage, Dorset BH19 2DN