



Instrument Hire – Terms and Conditions

York Music Education CIC

c/o Millthorpe School, Nunthorpe Avenue, York, YO23 1WF

Company No: 10416341

1. General

a) Definitions

This agreement is between:

- The **Hirer**: the individual named on the Instrument Hire Application Form, whether hiring personally or on behalf of a school or organisation
- **York Music Education CIC**: the provider of the instrument hire service

b) Formation of Agreement

The agreement becomes binding when York Music Education CIC confirms receipt and acceptance of the application.

c) Start of Hire

Hire begins when the equipment is collected by the Hirer or delivered to the address stated in the application.

d) End of Hire and Termination

Hire ends when the instrument is returned. York Music Education CIC may terminate the agreement and request immediate return of equipment if:

- The Hirer breaches the terms
- Payments are not made
- The Hirer becomes insolvent

e) Ownership

All instruments and accessories remain the property of York Music Education CIC throughout the hire period.

2. Charges and Payment

a) Hire Fees

Monthly hire charges are listed on the website and invoiced in advance. Short-term or one-off hires may be charged at a different rate.

b) Delivery and Collection

Transport is not included. York Music Education CIC cannot accept responsibility for delays caused by third-party couriers.

c) Payment Terms

All payments must be made in advance. Direct Debit is the preferred method. Schools may be invoiced termly.

d) Loss or Non-Return

If equipment is not returned within 30 days of the hire ending, it will be deemed lost. The Hirer will be liable for the full replacement value.

e) Non-Payment

York Music Education CIC may recover costs incurred in chasing overdue payments. The Hirer is responsible for all such costs.

3. Hirer Responsibilities

a) Collection and Return

The Hirer is responsible for collection and return of instruments from Millthorpe School unless otherwise agreed.

b) Care and Use

The Hirer must:

- Keep the instrument safe and in good condition
- Cover costs for consumables (e.g. strings, reeds, oil)
- Report any damage, faults, or missing parts immediately
- Use the instrument only for its intended purpose
- Inform York Music Education CIC of any change of address or contact details

c) Loss or Damage

The Hirer is responsible for the full cost of repair or replacement for lost or damaged instruments, regardless of whether the instrument was provided as part of a free or discounted scheme.

d) Prohibited Actions

The Hirer must not sell, lend, assign, or otherwise dispose of the instrument. Any attempt to do so may result in legal action.

4. York Music Education CIC Responsibilities

a) Equipment Checks

All equipment is inspected before each hire. If a fault develops under normal use, we will arrange a replacement where possible.

b) Repairs and Replacements

We will repair or replace faulty equipment during the hire period, subject to confirmation that the fault is not due to misuse.

c) Limit of Liability

York Music Education CIC is not liable for any financial losses arising from delays, non-delivery, or breakdown of equipment.

d) Accessories

We do not supply replacement accessories such as drumsticks, tuners, strings, or rosin after the initial hire.

Notes:

- **Instruments must not be taken abroad without written permission.**
- For any questions, please contact support@yorkmusiced.org.uk