

Instrument Hire Application Form

Thank you for enquiring about the Instrumental Hire Scheme (the "Scheme") operated by The Cornwall Music Education Hub (CMEH/The Hub). Enclosed with this letter is the Hire Agreement covering the details of the cost of hire, insurance information and the general terms and conditions of the hire. Please read the Hire Agreement carefully and if you have any questions contact The Hub before returning the completed Hire Agreement.

If you wish to hire an instrument please complete the attached Hire Agreement form and return to the **Cornwall Music Education Hub, Chy Trevail, North 2, Beacon Technology Park, Dunmere Road, Bodmin PL31 2FR and enclose the first term's hire fee and delivery/collection fee.** Instruments will be delivered by courier to the child's school. We aim to deliver instruments within two weeks of receiving the hire form.

Please be aware that the Hire Agreement is a legally binding contract: when hiring an instrument it confirms that you have read, understood and agree to abide by the terms and conditions under the Scheme. During the hire, the instrument remains the property of The Hub and must be returned upon request in good condition; failure to return the instrument, or pay the termly hire fee may, in accordance with the Hire Agreement, will result in legal action being taken. The Hirer is responsible for any damage caused to the instrument.

The maximum hire period for an instrument is four terms. We believe that this hire period gives ample time for parents to be certain of their child's commitment and investigate purchasing their own instrument. The hire period will commence on the date the instrument is issued, which is usually at the beginning of the term. An invoice will be sent to you for each subsequent term advising the balance that is currently owed. Please pay this balance according to Cornwall Councils payment terms, details of which are included on the invoice. Please be aware that hire fees are revised each September. Should you have any concerns about the statement, please contact The Hub.

Should you wish to return the instrument please return it to the student's school and **notify the Hub of its return.** Please note that hire fees will continue to be charged until The Hub office has been informed that the instrument has been returned to the student's school for collection and has been collected by our courier. You can notify us that the instrument is ready for collection using the contact details below or following the link on the CMEH website <http://cornwallmusiceducationhub.org/instrument-hire/>

Please do not leave the instrument with the peripatetic music teacher or pass the instrument onto anyone else.

We hope your child enjoys the many benefits of learning a musical instrument.

Yours faithfully

Cornwall Music Education Hub

Definitions and Interpretations

The following words and expressions have the following meaning unless inconsistent with the context.

- "Instrument"** means the instruments as listed in the Schedule;
"Hirer" means the person described in the Application Form;
"Hire Fees" means the fees payable in accordance with the Schedule;
"Hire Period" means the maximum term hire for an Instrument;

The headings in the conditions are for convenience only and shall not affect its interpretation. The singular includes the plural and vice versa; one gender includes all others.

Reference to any Act of Parliament or any Order, Regulation, Statutory Instrument, Directive or the like shall be deemed to include a reference to any amendment or re-enactment thereof.

1. Letting

This agreement sets out the terms and conditions upon which The Hub will lend the Hirer the Instrument for use by the "Student". The Hub are letting and as the Hirer you are taking hire of the Instrument (including all accessories thereto) on the terms and conditions set out in this agreement hereinafter referred to as the "Agreement." For the avoidance of doubt your obligations under this Agreement are not negated by any act or omission, negligent or otherwise, made by the Student.

2. Term

This Agreement shall commence on the date the Instrument is issued and shall continue for the period specified for the Instrument in accordance with the Schedule, unless terminated earlier under the terms of this Agreement.

3. Hirer's Obligations

The Hirer shall:

3.1 Pay the Hire Fees specified in the Schedule for the Instrument within 28 days of receipt of an invoice from Cornwall Council requesting payment. Such invoice shall be sent to you at the beginning of each Hire Period.

3.2 Failure to pay the Hire Fees will result in the immediate return of the instrument and may result in legal action.

3.3 The Hub may commence legal proceedings for the recovery of unpaid Hire Fees and for the cost of any unreturned instruments.

3.4 Notify The Hub immediately by letter of any changes to your address, contact details or the Students school.

3.5 Use of Instrument

The Hirer shall use the Instrument properly and shall not modify or alter it, nor remove or alter or permit removal or alteration of identification or registration numbers or marks on the instrument, keep the instrument properly protected and safe and shall ensure that it will be used safely and without risk to health.

3.6 Damage, loss and repair

The Hirer shall be responsible for loss of or damage caused to the Instrument so far as such loss or damage is not covered by effective insurance under this Agreement and must notify The Hub immediately of any such loss or damage and replace or repair the instrument if so required by The Hub.

3.7 Notice of loss

The Hirer shall immediately give notice in writing to The Hub of the happening of any material loss of, or damage to, the instrument.

3.8 Repair and maintenance

The Hirer shall keep the Instrument properly maintained, but should the Instrument be in need of repair it should not be repaired by any third party but should be returned to The Hub.

3.9 Inspection

The Hirer shall allow The Hub representative to inspect the Instrument at all reasonable times.

3.10 Location of Instrument

The Hirer shall keep the Instrument in his/her sole possession at the address written in the application form of this Agreement and shall not sell, assign, mortgage, charge or sub-let the instrument or any interest in it or move the instrument from the above written address without first obtaining written consent of The Hub.

3.11 Insurance

The Hirer will keep the Instrument insured to its full replacement value against loss or damage by fire and such other risks (including third party risk) and such further risks as The Hub reasonably require and where possible The Hub interest noted on the policy. As the Hirer you shall notify The Hub forthwith of any loss of or damage to the Instrument and hold any insurance money in trust for The Hub. As the Hirer you irrevocably authorise The Hub to collect the insurance monies from the insurers. If a claim is made against the insurers The Hub may, at its discretion, conduct negotiations and affect a settlement with the insurers and you agree to be bound by such settlement. The Hub shall apply the insurance money at our discretion as follows:-

3.11.1 Making good damage; or

3.11.2 Replacing the Instrument; or

3.11.3 Compensating The Hub for all loss which it suffers, any deficiency being made up by the Hirer on demand.

3.12 Indemnity

The Hirer shall hold The Hub harmless against and pay any claims made against us and all damages costs and expenses suffered or incurred by The Hub as a result of any third party claim arising out of the state, condition or use of the Instrument.

3.13 Ownership

The Instrument will remain the property of The Hub and the Hirer will have no right or interest in it except than as the Hirer of it under this Agreement.

3.14 Solvency

The Hirer shall not allow the Instrument to be seized in satisfaction of his/her debts or for any other legal process.

3.15 Termination

This Agreement will end at the expiry of the Hire Period in accordance with the Schedule. A termination notice will be sent requesting the Instrument to be returned.

Either party may terminate this Agreement by giving two weeks written notice. The Hub may terminate this Agreement forthwith if you are found to be in breach of any of the terms of this Agreement. The Hirer shall still be liable for any outstanding Hire Fees where the Instrument is returned before the expiry of any school term.

3.16 Return of the Instrument

Upon termination of this agreement the Hirer will surrender up the Instrument to The Hub, at his/her own expense, in good condition (fair wear and tear excepted) and pay The Hub all amounts due but unpaid up to the date of termination.

4 Assignment

The Hirer may not transfer his/her obligations under this Agreement.

5 Data Protection

Both parties agree to comply with GDPR and the Data Protection Act 2018 and any related legislation in so far as the same related to the provisions and obligations of this Agreement.

6 Warranties

No warranty condition undertaking or term express or implied statutory or otherwise as to the condition quality performance merchantability durability or fitness for purpose of the Instrument is given or assumed by The Hub and all such warranties conditions undertakings and terms are hereby excluded.

7 Third parties

The Hub recognise and as the Hirer you recognise that this agreement is intended to benefit and shall benefit the Student for the purposes of the Contracts (Rights of Third Parties) Act 1999 and, subject to that, nothing in this Agreement confers any rights on any other third party.

8 Entire Agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the Hirer and The Hub and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. The Hirer confirms that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

9 Governing Law

This Agreement shall be governed by and construed in accordance with English law.

For the avoidance of doubt all Schedules, the Letter to parents and the Application Form is incorporated into this Agreement.

Insurance Schedule

HIRE FEES & RECOMMENDED INSURANCE COVER UNDER 'ALL RISK' POLICY			Recommended insurance cover under an 'All risks' policy
Subject to availability, the following instruments may be hired for a maximum of four terms			
STRINGS	Violin	Tier 1	£100
	Viola	Tier 2	£150
	Cello (All Sizes)	Tier 2	£400
	Double Bass	Tier 4	£1500
WOODWIND	Clarinet	Tier 2	£350
	Oboe	Tier 2	£800
	Bassoon	Tier 3	£2000
	Kinder Clarinet/Clarinet	Tier 2	£200
	Flute	Tier 2	£350
	Flute (curved)	Tier 2	£375
BRASS	Trumpet	Tier 2	£275
	Trombone	Tier 2	£360
	Cornet	Tier 2	£300
	Tuba	Tier 3	Please contact the office
	French Horn	Tier 3	£850
	Compact Trombone	Tier 3	£1000
	Euphonium	Tier 3	£850
KEYBOARDS/GUITARS	Not available	N/A	N/A

Instrument Hire Application Form

Complete in CAPITALS and return to: Cornwall Music Education Hub, Chy Trevail, North 2, Beacon Technology Park, Dunmere Road, Bodmin, PL31 2FR

Pupil details:

Surname:	Forename:
School:	Date of Birth:

Parent/Carer details to whom all correspondence should be sent:

Surname:	First Name:	Title:
Address:		
Postcode:	Telephone:	Email address:

Instrument details:

Instrument required:	Instrumental teacher:
Instrument size: (please confirm with teacher)	

Hire fees:

My child is eligible for a CMEH Subsidy

Yes - please tick option below:

1. Child in receipt of Free School Meals* ☐
(not infant universal FSM)
2. Child of a British Service Family ☐
(please attach a copy of Services ID card)
3. Child in Care* ☐

*eligibility will be checked against the Council Central Register

No

Tier 1 Instrument

Cost per term (incl VAT) £10.80
Delivery (incl VAT) £ 9.00
Cheque total **£19.80**

Tier 3 Instrument

Cost per term (incl VAT) £16.80
Delivery (incl VAT) £ 9.00
Cheque total **£25.80**

Tier 2 Instrument

Cost per term (incl VAT) £13.80
Delivery (incl VAT) £ 9.00
Cheque total **£22.80**

Tier 4 Instrument

Cost per term (incl VAT) £19.20
Delivery (incl VAT) £ 9.00
Cheque total **£28.20**

Tier 1 Instrument

Cost per term (incl VAT) £21.60
Delivery (incl VAT) £ 9.00
Cheque total **£30.60**

Tier 3 Instrument

Cost per term (incl VAT) £33.60
Delivery (incl VAT) £ 9.00
Cheque total **£42.60**

Tier 2 Instrument

Cost per term (incl VAT) £27.60
Delivery (incl VAT) £ 9.00
Cheque total **£36.60**

Tier 4 Instrument

Cost per term (incl VAT) £38.40
Delivery (incl VAT) £ 9.00
Cheque total **£47.40**

Data Agreement (please tick one box below)

Cornwall Music Education Hub (CMEH), part of the Together for Families Directorate, Cornwall Council, New County Hall, Truro, TR1 3AY Data Protection Registration Number: Z1745294, are committed to protecting and respecting your privacy. This information is being collected by CMEH on behalf of Cornwall Council as Data Controller for the purpose of Instrument Hire.

A copy of our Privacy Notice can be found at <http://www.cornwallmusiceducationhub.org/about/hub-policies/> This Privacy Notice sets out the basis by which any personal data we collect from you, or that you provide to us, will be processed by us, in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act.

The information provided will be used to provide you with the Cornwall Music Education Hub service requested as appropriate. We will share the pupil name and school name provided with our instrument courier to ensure the safe delivery/collection of the instrument. We will check some of the information with other sources within the council, Education and Early Years and Credit Management. Your application and details provided will be kept the duration of provision and then for 7 years as part of our Financial records. For further information or assistance on Data Protection matters, please contact the Practice Development and Standards Service on 01872 327617 or e-mail csfdpa@cornwall.gov.uk or the Councils Data Protection Officer dpo@cornwall.gov.uk

What are my data rights?

Your personal information belongs to you and you have the right to:

- be informed of how we will process it
- request a copy of what we hold about you and in commonly used electronic format if you wish (if you provided this to us electronically for automated processing, we will return it in the same way)
- have it amended if it's incorrect or incomplete
- have it deleted (where we do not have a legal requirement to retain it)
- withdraw your consent if you no longer wish us to process
- restrict how we process it
- object to us using it for marketing or research purposes
- object to us using it in relation to a legal task or in the exercise of an official authority

How do I exercise these rights?

If you would like to access any of the information we hold about you or have concerns regarding the way we have processed your information, please contact:

Data Protection Officer, Assurance, Cornwall Council, County Hall, Truro TR1 3AY

Tel: 01872 326424

Email: dpo@cornwall.gov.uk

Complaints, Compliments and Comments

Our complaints team can be contacted via the following address:

Quality Assurance Business Manager

Together for Families, Cornwall Council, County Hall, Truro TR1 3AY

e-mail: csffeedback@cornwall.gov.uk

We would prefer any complaints to be made to us initially so that we have the opportunity to see if we can put things right. However, if you are unhappy with the way we have processed your information or how we have responded to your request to exercise any of your rights in relation to your data, you can raise your concerns direct with the Information Commissioner's Office Tel No. 0303 123 1113 <https://ico.org.uk/concerns/>

You have the right to request withdrawal of consent to the processing of your data at any time and your further rights as to how we handle your data can be found by following the above link. Should you wish to withdraw your consent please contact the relevant team - see contact details listed above.

I agree that CMEH may hold my information for this service as per the data agreement above. I agree that this information will be shared with the instrument courier and Cornwall Council finance departments. I am aware that not agreeing will result in CMEH not being able to proceed with my application for instrument hire.

Yes ☐
No ☐

Payment methods: (please tick one box below)

- ☐ I enclose the first term's hire **and** delivery fee (please make all cheques payable to **Cornwall Council**). If the delivery fee is omitted, we will not be able to process the form.
- ☐ I would like to receive an invoice for a term's hire and delivery fee, I know this will cause a delay in issuing an instrument.

DECLARATION I agree to:

- Pay the appropriate termly fee until the instrument is returned as per the hire agreement terms and conditions
- Maintain the instrument and any subsequent replacements in good condition and to pay for all repairs deemed necessary by The Hub including string replacements, after the first term's hire
- Return the instrument to The Hub at the end of the hiring period or if requested by the Hub
- Pay the cost of replacement in the event of loss or irreparable damage
- Contact The Hub immediately in the event of damage to instruments
- To insure the instrument under an "all risks" policy to cover against loss or damage
- Contact The Hub immediately and advise of any change of contact details

I declare I have read, understood and agree to abide by the terms and conditions under The Hub Instrument Hire Scheme that the information I have given on this form is correct and complete. **Please Note** Parent signature/consent is always required, signature/consent of pupil only required when over the age of 13.

Parent/carers signature _____ Date _____ Date lessons commence _____

Child signature (only if over the age of 13) _____ Date _____

*Our instruments are suitable for beginners and students and we will allocate the best quality and most appropriate instrument we have in stock. **This application does not guarantee the immediate supply for an instrument.***