

# Music at Kimbolton

Kimbolton School, Kimbolton, Huntingdon, Cambs. PE28 0EA  
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## Musical Instrument Hire Agreement

Please sign and return one copy of this agreement to the Music School office

Name and address of hirer	
Pupil name	
Instrument	
Serial number	
Value	£
Hire Cost per term	
Commencement date	

### Definitions

1. "Hirer" – parent or guardian hiring the instrument on behalf of the pupil.
2. "School" – Kimbolton School, Huntingdon, PE28 0EA.
3. "Instrument" – as detailed above. The instrument remains the property of the school at all times.

### Duration

4. The agreement will start on the above commencement date.
5. The duration of the hire is three school terms (one academic year).
6. In most cases it is expected that after the end of the initial hire term the hirer will return the instrument to the school and purchase an instrument for the pupil.
7. The initial hire term can be extended for a further period of time, subject to:
  - a) Formal agreement between the hirer and the school; and

- b) The instrument not being required by a new pupil who has expressed an interest in taking up lessons on the given instrument.
8. In certain cases, where there are prohibitive costs involved in purchasing a particular instrument, the school may agree to a long-term extension of the initial hire agreement. Any such extension granted will be subject to yearly review.

### Cost

9. The hirer agrees to pay the above price per school term, payable at the start of each term. This amount is subject to review by the school; any resulting increase in cost will apply from 1 September each year.
10. The school will notify the hirer in writing of any increase to the cost of hire.
11. No refund of the hire cost will be made for instruments returned part way through a school term.

### Responsibilities

12. The school will,
- a) Supply the instrument in full working order and in good condition.
  - b) Undertake regular servicing of school instruments. In most cases this will be on a bi-annual basis; and
  - c) Provide a safe place in which instruments can be stored during the school day.
13. The hirer will,
- a) Take reasonable care to keep the instrument in full working order and in good condition at all times.
  - b) Insure the instrument against damage and loss to the value outlined above; and,
  - c) Take all necessary steps to ensure that the pupil stores the instrument in a safe place whilst it is in school grounds.

- i) In the senior school, the safe place is the instrument store. This is opposite the music staff room and accessed by a code.
- ii) In the prep school, the safe place to leave instruments is either in one of the four teaching rooms or the main music classroom.
- iii) Instruments must therefore not be left in bag racks, changing rooms, classrooms or open spaces in any part of the school grounds during the school day.

#### Damage/ Loss

14. Parties to the agreement shall be liable for any costs relating to loss and damage as follows:

- a) Wear and tear (including accidentally caused small scratches or marks consistent with careful use of the instrument)
  - The school accepts that some wear and tear is inevitable and will bear the cost of such minor repair work, in line with its servicing commitment.
- b) Serious damage (such as renders the instrument unplayable or requiring repair above and beyond that covered by wear and tear)
  - The hirer accepts responsibility for the cost of repairing any such damage to the instrument or, if necessary, will replace the instrument with another instrument of equal kind and value.
- c) Loss
  - The hirer accepts responsibility for replacing any instrument that is lost with another instrument of equal kind and value.

15. The school will seek advice from an independent instrument repairer as to the extent of any damage occurring to an instrument. The resulting decision reached in respect of the extent of any damage caused will be full and final, based on the report of the independent repairer.

Acceptance

16. I hereby accept the above terms and conditions for the hire of the instrument from the school and confirm that I have taken out the required insurance as stated in paragraph 13 b).

Signature \_\_\_\_\_

Name of Hirer (Block capitals) \_\_\_\_\_

Date \_\_\_\_\_