**Template Agreement for the hire of a Musical Instrument**

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This is a template Agreement for the hire of a Musical Instrument for use by Making Music members. It is designed to be a starting point for your agreement and can be adapted to suit your group’s circumstances. As with any agreement, it may be appropriate for the parties to the agreement to negotiate amendments and modifications to suit their own particular circumstances. If the parties are in any doubt about the suitability of the agreement for their particular circumstances, they should seek their own legal advice.

**Using the template agreement**

* All text in red or enclosed in (brackets) needs to be changed and completed with the relevant details.
* Insurance (clause 2b): If your group currently have either a [Silver or Gold Making Music insurance policy](https://www.makingmusic.org.uk/resource/insurance-your-group-making-music) in place then you are covered for instruments you hire into the group, but not necessarily if you hire out instruments.
* If a member of your group is hiring the instrument and using it exclusively for your group activities (e.g. rehearsing for group at home) then it would still be covered under your group’s Silver of Gold policy with Making Music.
* If they are using it for other purposes (e.g. they play in several groups) or they are not a member of you group it will not be covered under your group’s Silver of Gold policy with Making Music.

Our general guidance is to play in the safe side and always keep clause 2b in the agreement and ask the hirer to provide their own insurance cover. They can get cover from Making Music individual [Musical Instrument Insurance](https://www.makingmusic.org.uk/membership-insurance/musical-instrument-insurance-plus) scheme.

We hope you find this Making Music template resource useful. Whilst every effort is made to ensure that the content is accurate and up to date, Making Music do not warrant, nor accept any liability or responsibility for the completeness or accuracy of the content, or for any loss which may arise from reliance on the template or any information contained in it.

If you have any comments or suggestions about the guidance please*contact us*.

**Agreement for the hire of a Musical Instrument**

This agreement regulates the basis of the hiring out of a musical instrument by (Group Name) to (Hirer). The Agreement is also subject to standard terms and conditions which are set out on the reverse of this page.

Agreement between (Group Name) and (Hirer)

Instrument being hired: Yamaha DGX650

Present instrument value: £500.00

Additional features also provided e.g. bow/strings: Sustain pedal

Dates of hire: From Monday the 20 November 2017 to Monday 27 November 2017

Total price of hire: £50.00

For the hirer to complete:

Full Name:

Address line 1:

Address line 2:

Address line 3:

Postcode:

Telephone number:

Email address:

On behalf of (Hirer’s Group Name) I, (Hirer) (or if below 18 years old parent/guardian on behalf of hirer) agree to the Terms and Conditions of Hire:

Signature of (hirer): Date of signature:

Signature of (Group Name): Date of signature:

**Standard terms and Conditions of hiring musical instrument**

1. **Ownership of the Instrument**
	1. The instrument and any additional parts or accessories provided will at all times remain the property of (Group Name) and the hirer shall not sell or offer for sale, lend or part with possession of the instrument and shall take all reasonable precautions to safeguard the instrument including any additional accessories provided
	2. The instrument and additional parts or accessories must not be used by any person/organisation/group other than the hirer set out in this agreement
2. **Responsibilities for Insurance and repairs**
	1. (Group Name) ensures that the instrument and accessories provided are checked and are in a serviceable condition before the period in which the instrument will be hired out
	2. The hirer is responsible for insuring the instrument for at least the present replacement value during the period of hire. This insurance should begin from the date when the instrument is supplied to the hirer until the instrument is safely returned to (Group Name). Proof of insurance cover needs to be provided to (Group Name) at least 1 week before the date of hire outlined in this agreement above otherwise (Group Name) reserves the right to terminate the agreement.
	3. The hirer is responsible for ensuring the safe keeping and good care of the instrument and any additional parts and accessories loaned during the period of hire including the costs of any replacement or repair. When repair costs are incurred due to fair wear and tear it will be the responsibility of (Group Name) to pay for repair costs. (Group Name) reserves the right to determine if an instrument is faulty or has been damaged whilst in the hirer’s possession.
	4. In the event that the instrument or accompanying accessories are: lost, stolen, or damaged beyond practical repair whilst in the hirer’s possession then the hirer must make payment to the group equal to the cost of replacing the Instrument as at the date of reported loss or damage. The (Group Name) will notify the hirer in writing as to the sum required and the hirer will make full payment to the (Group Name) within 28 days of such notification
	5. The hirer shall not employ any person to carry out any repairs or work on the instrument without prior permission in writing by (Group Name)
3. **Payment**
	1. The hirer must pay (Group Name) a rental sum as formally outlined in this agreement above. The instrument will be reserved to the hirer on the condition that payment is received at least 2 weeks before the hiring period begins. If the instrument being hired out is required within two weeks after the signing of this agreement then payment in full would be necessary on the signing of this agreement otherwise (Group Name) reserves the right to void said agreement
	2. Refunds are issued by (Group Name) only if:
		1. the instrument and parts provided to the hirer are not in a serviceable condition
		2. If (Group Name) has to terminate this agreement for any other reasons not specified in clause 4 of this agreement
	3. No refund is payable by (Group Name) to the hirer in the event of termination of the Agreement by the hirer unless the reasons fall under clause 3b of this agreement
4. **Termination of agreement**
	1. (Group Name) reserves the right to terminate the agreement when:
		1. The hire charge remains outstanding and unpaid following the conditions set out in clause 3a of this agreement.
		2. Sufficient insurance cover for the instrument is not provided by the hirer before the hiring period commences
		3. There is a breach of any of the terms of this Agreement by the Hirer
	2. This agreement can be terminated by the hirer up to 1 week before the hiring period outlined in the agreement above. If the Hirer wishes to terminate the agreement after this period then they will have to pay an amount equal to £20 to cover expected costs
5. **Extension of Hire**
	1. If the hirer wishes to extend the hiring period outlined in this agreement then a request must be made in writing to (Group Name) at least 2 weeks before the hire period commences. (Group Name) reserves the right to decline any request for extension of hire. If extension is agreed then a new agreement must be drawn up and signed by both parties and additional payment paid before the hire period commences. On receiving payment for the new hire dates and a signed copy of said agreement any former agreement signed will become void.
6. **Data**
	1. Data provided by the hirer to (Group Name) as part of this agreement will only be used by (Group Name) to contact the hirer about matters relating to this agreement and the hire of the instrument. The data will not be passed to any third parties.
	2. If the hirer has previously supplied the data to (Group Name) for a different purpose that data may be used in line with the reasons and consent given at the previous point of collection.

**[OPTIONAL]:** Payment to (Group Name) can be made in the following ways:

* Cheque made payable to EXAMPLE BAND, 7 EXAMPLE ROAD, EXAMPLE TOWN, EX1 8LN
* BACS – Account Number: 00077789078 Sort Code: 603836
* Cash –

In all instances a receipt will be provided by (Group Name) to the hirer after payment has been received and processed