

Hillingdon Music Service

These terms and conditions form the basis of the contract between Hillingdon Music Service and customers. Customers (hereafter referred to as 'you') are subject to, and agree, to being bound by these terms and conditions when participating in the instrument hire scheme.

All Instruments remain the property of London Borough of Hillingdon throughout the duration of the hire agreement.

London Borough of Hillingdon reserves the right to vary these terms and conditions at any time and without prior notice.

Meanings and definitions

Instrument

The musical instrument provided as part of this agreement.

Accessories

Any additional items provided with the instrument which relate to its use (excluding consumables).

Hirer

"You"; the person, company, or other organisation hiring the instrument and provided accessories and/or consumables.

HMS

Hillingdon Music Service

Hire Period

The period commencing when the hirer collects the instrument, accessories, and consumables on hire (including Saturdays, Sundays and Bank Holidays) and ending upon:

- the return of the Instrument, accessories, and consumables by the Hirer to HMS' possession.
- the repossession, or collection, of the instrument or accessories by HMS.

Third Party

Not HMS / Hirer or intended user, for example but not limited to the child's schoolteacher or an instrument repair shop.

Wear and Tear

Any minor and/or superficial damage which does not impact the functionality of the instrument, accessories, or consumables. Including, but not limited to light scratching/scuffing.

Force Majeure

Any event outside HMS or the Hirer's reasonable control including, but not limited to, acts of God, war, flood, fire, riots, malicious damage, explosion, terrorism, and any other similar events.

1. Availability

1.1. All instruments, instrument models, accessories, and consumables provided through the Instruments hire scheme are subject to availability.

1.2. HMS cannot guarantee the hire of any specific model of instrument. Wait times for fulfilment may vary due to demand or stock availability.

1.3. Priority will always be given to students who are learning with Hillingdon Music Service through either tuition or ensembles.

2. Refusal

2.1. HMS reserves the right to refuse the hire of instruments, accessories, and consumables because of:

- (i) Outstanding debt for any HMS service, including but not limited to non-payment for fees and/or repair/replacement costs for instruments previously provided through this hire scheme.

(ii) Multiple occasions of damage, loss, or theft of instruments, accessories and/or consumables previously provided by HMS.

(iii) Any behaviour toward a member of HMS staff that is considered unacceptable, including but not limited to verbal and/or written abuse, aggression, swearing, violent behaviour.

3. Fees

3.1. Instrument hire charges are payable per academic term. For any hire starting part-way through an academic term, the full termly charge will still be payable.

3.2. HMS reserves the right to adjust hire fees with a minimum of one term's notice.

3.3. You will be responsible for any costs incurred in the event of defaulting payments and/or non-compliance with this agreement.

4. Hire Period

4.1. You are not permitted to lease, sell, or loan the instrument to any Third Party throughout the duration of the hire period.

4.2. Information on the instrument and accessories relevant to your hire instrument will be provided at the point of hire.

5. Insurance

5.1. We strongly recommend insuring the instrument, and included accessories, to cover potential damage, loss, or theft during the hire period.

6. Loss and Theft

6.1. HMS should be notified of any damage, loss, or theft to any instrument or accessories as soon as practicably possible, and no longer than 14 days, by contacting HMS through music@hillingdon.gov.uk .

6.2. Should you choose not to insure your instrument, or for and theft or loss not covered by your chosen insurance policy, you will be responsible for the entire cost of replacement of the instrument, accessories, and consumables for the duration of the hire period. This includes any loss or theft as a result of use by a third party, or in the event of Force Majeure. Replacement instrument costs can be found via the [instrument cost chart](#) found on our website.

7. Repairs and Damages

7.1. If your instrument is in need of repair or has undergone wear and tear, we will, when available, take the instrument back to be repaired in house, while giving a replacement instrument that matches the original as closely as possible. To return an instrument in need of repair, please complete a return form and a collection form for a new instrument, found on our instrument hire page; <https://www.hillingdon.gov.uk/instrument-hire>.

7.2. Any instrument or accessory repair should only be undertaken by, or with the expressed permission of HMS.

7.3. In cases of specialist instruments (e.g. bass clarinet), you may be requested to take it to a recommended repairer yourself. This must be confirmed with HMS prior to repair work.

7.4. In cases where the hirer has repeated need for repair of the instrument through mistreatment of the instrument or has been deemed to have caused malicious damage through mistreatment of the instrument, repairs or replacement costs will be billed to the payer of the instrument hire. Replacement instrument costs can be found via the [instrument cost chart](#) found on our website.

8. End of Hire

8.1. You may end your hire period at any point by completing the instrument return form [on our website](#). You may also provide HMS with written notice by email music@hillingdon.gov.uk as part of the notice for terminating hire.

8.2. HMS reserves the right to end your hire agreement at any point, and with no less than 14-days' notice.

8.3. Following written notice by the hirer or by HMS, it is the responsibility of the hirer to make suitable arrangements with HMS for the return of the instrument and accessories.

8.4. Any determination of condition by HMS at point of return is final. If an instrument is damaged beyond repair, it will need replacing as seen in the [instrument cost chart](#).

8.5. Any fees paid prior to the end of your hire period will be non-refundable. Any outstanding fees owed at the end of your hire period will still be payable.

9. Consumables

9.1. All consumables necessary for running of an instrument (reeds for woodwind, rosin for strings) will be supplied with your initial hire. If damaged, broken or lost, these will need to be replaced by the hirer of the instrument and not HMS.

9.2. All strings will be provided with instruments that require them. Replacement strings must be covered by the hirer. Teachers will be able to fit them during lesson time.

10. Keep HMS Informed

10.1. You must inform HMS of any changes to your contact details including home address, contact telephone number and/or email address as soon as practically possible. All contact information can be updated via SpeedAdmin for all HMS customers. To inform us of any problems related to your hire, please contact us at music@hillington.gov.uk