



Coventry Music

www.coventrymusicclub.co.uk

music@coventry.gov.uk

 @coventry_music

 @coventrymusicclub

25 May 2021

Instrument Rental Terms & Conditions

1. Period of rental. You agree to rent the Instruments until the end of the minimum rental period stated overleaf or until expiry of any notice period whichever is the later.
2. Place where Instruments are kept. Whilst you may take the Instruments out of your property for the purposes of school lessons, concerts etc., you should keep the Instruments at your place of residence as stated overleaf at all other times. They must not be left unattended elsewhere.
3. Care of the Instruments. You must use the Instruments in a careful and proper manner and keep them in working order. You may not interfere with the Instruments except where this is clearly to be deemed appropriate for the good upkeep of the Instruments.
4. Insurance against loss or damage. The instrument is to be covered against accidental loss or damage (including fire and theft) anywhere within the UK until such time as it is purchased or returned to Coventry Music . An excess of £50 will be applied in all cases of loss or damage to an instrument. Cover does not include: damage due to misuse; abuse; negligence; repair or restoration (or cost of same) by party or parties other than Coventry Music .; effects of climate or extremes of temperature; items left in unattended vehicles; theft by any person to whom the instrument is entrusted. Insurance cover only applies during the currency of this agreement and given that all the terms and conditions thereof have been adhered to. Settlement will be based on repair or replacement at our discretion.
5. Maintenance. You must notify us when the Instruments require maintenance or adjustment. We undertake within the terms of this agreement to maintain the instrument in good working order. This does not include repairs or restoration due to misuse, abuse or negligence. All repair, restoration or servicing must be carried out by our own staff. If, at any time, we decide that it is no longer practical to keep the Instruments in working order, we may either 1) replace the Instruments by other Instruments as similar as possible or identical to those replaced or 2) end this agreement by giving you 1 months' notice in writing. If we end this agreement under section 2) you must let us collect the Instruments. You will not be liable for rentals falling due after such termination and will be entitled to recover any rental paid in advance in respect of the period falling after the termination. This clause will not affect your statutory rights. You are responsible for any costs associated with getting the Instrument to and from our premises for maintenance.
6. Voluntary Termination. You or we may end this agreement by giving one months' notice in writing expiring at or after the end of the minimum rental period. You must then return the Instruments, or make them available for collection by us, at your expense.
7. Title to Instruments. Coventry Music retains full title to all Instruments supplied until paid for in full. In the event of the customer's insolvency Coventry Music reserves the right to reclaim Instruments for which full payment has not been made.
8. Our further right to end the agreement. We may end this agreement and take back the Instruments, after giving you written notice, if at any time a) you fail to pay any amount within 14 days of its due date or commit any other breach of your obligations; b) you have an interim or bankruptcy order made against you or you petition for your own bankruptcy, or are served with a creditors demand under the Insolvency Act 1986, or make a formal composition or scheme with your creditors, or call a meeting of them; c) execution is levied or attempted against any of your assets or income or, your assets are seized or your wages arrested; d) the landlord of the premises where the Instruments are kept threatens or takes any step to exercises his right to seize the Instruments; e) you have given any false or misleading information in connection with your entry into this agreement; f) the Instruments are destroyed or the insurers treat the claim under the policy on a total loss basis.

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9. Your liability if we end this agreement. If we end this agreement you must pay us all rentals up to the date when this agreement comes to an end. If we end this agreement under clause 11. before the expiry of the minimum hire period you must also pay us a sum equal to the rentals for the period remaining to the end of the minimum rental period less any rentals obtained by us during this period by reletting the Instruments and any other deduction which we may consider reasonable.

10. Expenses. You must repay on demand our expenses and legal costs for: a) finding your address if you change your address without first informing us or finding the Instruments if they are not at the address given by you; b) taking steps, including court action to recover the Instruments or to obtain payment for them.

11. General provisions. a) The word 'Instruments' includes any replacements, renewals or additions made to them by us or by you with our prior written consent. b) No relaxation of indulgence, which we may grant you, shall affect our strict rights under this agreement. c) We may transfer our rights under this agreement.

12. When this agreement takes effect. This agreement will only take effect if and when it is signed by us.

Approval Scheme Terms & Conditions

Please take the time now to read this carefully, as it details the terms and conditions by which this agreement is made. By taking the item(s) on Approval, you are agreeing to these terms and conditions. If we have arranged this agreement by mail-order and you do not agree to these terms and conditions, you must both contact us immediately to inform us and then return the item(s) specified on this agreement. Not doing so shall signify your acceptance of these terms and conditions.

1. The Approval

1.1 We (Coventry Music .) agree to loan, on an approval basis, the item(s) listed hereon to The Customer.

1.2 Except with prior agreement, the item(s) are supplied for home/school testing and are not to be used in any professional capacity.

1.3 The Customer assumes all responsibility for the item(s) and shall not entrust them to a third party, except for the sole purpose of returning the item(s) to us via an official courier company.

1.4 This agreement shall end on the "Due Date", or when r returned if that occurs before the "Due date".

1.5 Should the item(s) remain in your possession after the "Due Date", we shall take this as an indication of your intention to retain the item(s) and full payment will be taken immediately.

2. Condition Report

2.1 You agree that the item(s) have been provided to you in the condition described

2.1.1 If you do not agree with the condition stated, you must inform us immediately. Not doing so may make you liable for repairs and/or restoration.

2.1.2 If we have despatched item(s) to you, and any item(s) appears damaged upon arrival, you shall inform us immediately. In addition you shall keep all packaging materials with which the item(s) were sent in case this is needed by our insurers. Failure to inform us immediately may render you liable for associated repair/replacement charges.

2.2 You shall return the item(s) to us in the same condition as listed under the condition report. Failure to do so may render you liable for associated repair and/or restoration charges, including for damage arising from inadequate packaging.

3. Important Points of Care

3.1 Please remove hand and wrist jewellery while testing instruments. Items like rings, watches, bracelets, bangles, necklaces, belt buckles, buttons etc. can cause damage to instruments. Restoration costs can be high and will be charged.

3.2 Wooden instruments need to be "played in" slowly to avoid cracking. Only play them for a maximum of half an hour at a time, dry them thoroughly after use, and don't leave them in places where temperature fluctuates.

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3.3 Please use a protective patch on saxophone and clarinet mouthpieces and put tape on brass mouthpiece shanks. Charges will be made for tooth marks, scratches, chips etc.

3.4 Please do not use the cleaning equipment/lubricants etc supplied with an instrument until you have committed to its purchase.

3.5 All instruments are thoroughly checked over and regulated by professional technicians before leaving our showroom. However, in the event of a problem, please inform us immediately.

4. Returning the Instrument

4.1 You can return the instrument(s) in person or by post.

4.2 Please wipe off any fingerprints, surface marks and evidence of use before returning the instrument.

4.3 If posting, package the item(s) well with plenty of bubble wrap, flo-pack or crumpled paper. If we sent the item(s) to you, please re-use the original packaging. Remember, it is your responsibility to return the item(s) to us in the same condition as you received them. Damage caused as a result of poor packaging will be charged.

4.4 Send by Royal Mail Special Delivery (NOT Recorded Signed For), insuring the package(s) up to the necessary amount. You can use this service from any Post Office.

4.5 You can call us to arrange a courier collection, but this will be charged for at the prevailing rate.

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