



## **Purbeck Youth Music Instrument Loan Scheme 2024**

### **Terms of the Agreement**

1. **Ownership of the instruments.** This is a hire agreement. The instruments will remain the property of the PYM Instrument Loan Scheme (hereafter referred to as PILS) at all times and title can never transfer to the Hirer. You must not sell or dispose of them. This agreement is not transferable by the Hirer.
2. **Period of hire.** The financial year runs from 1<sup>st</sup> September. There is no limit to the period of hire other than under clause 5.
3. **Insurance.** The hire fee covers insurance against accidental loss or damage (including fire and theft) anywhere WITHIN THE U.K. ONLY. Cover does not include: Damage due to misuse, abuse or negligence; repair or restoration by party or parties other than as arranged by ourselves; effects of climate or extremes of temperature; items left in unattended vehicles; theft by any person or persons to whom the property is entrusted.
4. **Payment.** An annual fee of £23 is payable for the first child in the family. There is no additional charge for a 2<sup>nd</sup> instrument, as long as the child is receiving professional tuition. Other sibling in the family may borrow an instrument for only an additional £3 p.a. If payment becomes overdue, the instrument must be returned to us immediately or made available for collection.
5. **General provisions.** a) Instruments may be hired for the benefit of those in full time education up to the end of Year 13, who are resident in the Isle of Purbeck (meaning the Swanage and Wareham area) or attend the following schools:  
**Primary Schools:** Swanage, St. Mark's, St. Mary's R.C., St. George's, Corfe Castle, Stoborough, Wareham St Mary's, Wool C of E and Wool St Mary & St Joseph.  
**Secondary Schools:** Purbeck School, The Swanage School
6. **Change of address.** You must inform us at once if you change your address, your email address or phone number or if the recipient of the instrument changes school.
7. **Tuition.** An instrument may only be hired when the recipient is attending lessons. You will be asked annually for confirmation that lessons are being attended with an established teacher
8. **Availability.** Instruments will be allocated on a first come, first serve basis. The purchase and range of instruments is entirely at the committee's discretion.

9. **Maintenance.** The hire fee covers annual maintenance. Instruments must be returned when required for this purpose. A minimum of two weeks notice will be given. You must notify us if the goods require maintenance or adjustment at other times.
10. **Care of the goods.** You must use the goods in a careful and proper manner and keep them in good working order. You may not interfere in any way with the goods except where this may be deemed appropriate for the good upkeep of the goods.
11. **Consumables.** The purchase of reeds, strings and other consumables are the responsibility of the hirer.
12. **Right to end this agreement.** You may end this agreement by returning the instrument to us. The hire fee cannot be refunded. We may end this agreement and take back the instrument after giving you written notice if you break the terms of this agreement.
13. **If your child stops having lessons or when they reach the end of Year 13, please contact Jay Buckle ([pilshchair@gmail.com](mailto:pilshchair@gmail.com) / 07947 866945) to make arrangements for the return of the instrument. PLEASE DO NOT LEAVE THE INSTRUMENT AT SCHOOL except by special agreement.**
14. **Instrument.** The word 'instrument' includes any peripherals such as storage cases, mouthpieces, bows, cleaning cloths etc supplied to the Hirer.
15. **Increase of fee.** The committee reserves the right to increase the annual fee payable when necessary, subject to approval at a General Meeting.