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THIS DOCUMENT CREATES LEGAL RELATIONS AND OBLIGATIONS.

IT SHOULD BE READ CAREFULLY BEFORE SIGNING.

RENTAL AGREEMENT FOR SUPPLY OF MUSICAL INSTRUMENTS AND EQUIPMENT

AN AGREEMENT made on Click here to enter a date.

Between 1) **The OHMI Trust**, a registered charity whose registered offices are at 29 Woodbourne Road, Harborne, Birmingham, B17 8BY (hereafter referred to as “The OHMI Trust”)

and 2) Name Click here to enter text.

of Address Click here to enter text.

(hereafter referred to as “The Hirer”). Together, ‘The Parties’.

**Commencement Date**

This Rental Agreement shall commence on Click here to enter a date. for an initial period of 12 months (the Rental Period) and may be extended by a further 12 months subject to the written agreement of the Parties.

**Schedule of musical instrument/s and equipment supplied on Hire**

The OHMI Trust shall supply the following musical instruments and equipment to The Hirer for the Rental Period, subject to the Standard Terms and Conditions set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Insurance value at hire date** | **Annual hire charge (ex. deposit and p&p)** | **Tick** |
| ‘Claritie’ (neck support for clarinet) | £59 | £10 |[ ]
| Trumpet/cornet stand | £100 | £15 |[ ]
| Trombone stand | £100 | £15 |[ ]
| Tenor horn stand | £100 | £15 |[ ]
| Tenor horn | £220 | £35 |[ ]
| YouRock Guitar | £100 | £15 |[ ]
| Left-handed trumpet | £130 | £25 |[ ]
| Left-handed cornet | £130 | £25 |[ ]
| Left-handed descant recorder (Peter Worrell) | £350 | £50 |[ ]
| Right-handed descant recorder (Peter Worrell) | £350 | £50 |[ ]
| Artiphon (additional Tablet or phone required) | £400 | £50 |[ ]
| One-handed P bROCK digital bagpipe chanter | £540 | £80 |[ ]
| Left-handed descant recorder (AAFAB) | £750 | £100 |[ ]
| Right-handed descant recorder (AAFAB) | £750 | £100 |[ ]
| LinnStrument 128 | £750 | £100 |[ ]
| LinnStrument 200 | £1000 | £125 |[ ]
| Chapman Stick with stereo amp | £3,500 | £250 |[ ]
| Left-handed flute | £6,000 | £300 |[ ]
| Right-handed flute | £6,000 | £300 |[ ]
| Left-handed clarinet | £6,000 | £300 |[ ]
| Right-handed clarinet | £6,000 | £300 |[ ]

**An additional refundable deposit equivalent to one year’s hire fee will be added to the invoice. Shipping costs vary depending on the size of the equipment and the delivery location. Please email** **rachel@ohmi.org.uk** **for more information on your specific order.**

**The OHMI Trust**

**Standard Terms and Conditions of Hire**

1. **Ownership of the Instrument/s and equipment**
2. The instrument and any additional parts or accessories provided as detailed in the schedule above will at all times remain the property of The OHMI Trust. The Hirer shall not sell or offer for sale, assign, mortgage, pledge, under let, lend or otherwise deal with or part with the possession of the instrument/s and equipment and shall take all reasonable precautions to safeguard these items including any additional accessories provided.
3. The instrument and additional parts or accessories are on Hire are intended for use by pupils receiving music tuition provided by The Hirer, whether on the Hirer’s premises or elsewhere. The Hirer may not lend or hire out the instrument/s and equipment to any individual person, group or organisation without the prior approval and written permission of The OHMI Trust.
4. **Responsibilities for Insurance and repairs**
	1. The Hirer will be responsible for checking that the condition of the instrument/s and accessories provided are in good order and as described in the schedule above. Any issues must be reported to The OHMI Trust within 24 hours of receipt.
	2. The Hirer is responsible for ensuring the safe keeping and good care of the instrument and any additional parts and accessories hired during the Rental Period.
	3. The Hirer shall not employ any person to carry out any repairs or work on the instrument without prior permission in writing by The OHMI Trust.
	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 OHMI Trust equal to the cost of replacing the Instruments/equipment as set out in the Schedule above. The Hirer will be responsible for notifying The OHMI Trust of any loss, theft or damage within 24 hours of an incident taking place and, where appropriate, notifying the police and obtaining a crime reference number to enable an insurance claim to be made.
	5. The Hirer will take reasonable care of the Instrument and/or equipment and will be liable for loss of or damage to the Instrument and/or apparatus caused by ill-use or negligence
5. **Payment**
	1. Prior to the expiry of the Rental Period, the Hirer must notify The OHMI Trust if they wish to continue hiring the instrument/equipment for a further period of 12 months (“Rental Period”) on the terms detailed in the schedule above.
	2. The instrument/s equipment will remain available to the Hirer on the condition that payment is received at least 2 weeks before the Rental Period begins.
	3. Refunds are issued by The OHMI Trust only if:
		1. the instrument and parts provided to the Hirer are not in a serviceable condition
		2. The OHMI Trust has to terminate this agreement for any other reasons not specified in clause 4 of this agreement
	4. No refund is payable by The OHMI Trust to the Hirer in the event of termination of the Agreement by the Hirer unless the reasons fall under clause 3c of this agreement
6. **Termination of agreement**
	1. The Hirer may terminate this Agreement at the end of Rental Period or any subsequent Rental Period by returning the instrument/s and equipment supplied to The OHMI Trust no later than 7 days following the expiry of the Hire period. The instrument/s and equipment will remain the responsibility of the Hirer until The OHMI Trust receives it.
	2. The OHMI Trust reserves the right to terminate the agreement when:
		1. The hire charge remains outstanding and unpaid following the conditions set out in clauses 3a and 3b of this agreement.
		2. There is a breach of any of the terms of this Agreement by the Hirer
7. **Renewal of Hire Agreement**
	1. If the Hirer wishes to extend the Rental Period outlined in this agreement for a further period of 12 months or more, then a request must be made in writing to The OHMI Trust at least 2 weeks before the Rental Period expires. The OHMI Trust reserves the right to decline any request for the extension of the Rental Period. If an extension is agreed then a new agreement must be drawn up and signed by both parties and additional payment paid before the new Rental Period commences. On receiving payment for the new Rental Period and a signed copy of said agreement any former agreement signed will become void.
8. **Data**
	1. Data provided by the hirer to The OHMI Trust as part of this agreement will only be used by The OHMI Trust to contact the Hirer about matters relating to this agreement and the Hire of the instrument/s and equipment. The data will not be passed to any third parties.
	2. If the Hirer has previously supplied data to The OHMI Trust for a different purpose that data may be used in line with the reasons and consent given at the previous point of collection.

In all instances a signed copy of this contract will be provided by The OHMI Trust to the hirer after payment has been received and processed.

Neither termination of this Agreement (for whatever reasons) nor any relaxation or indulgence afforded to the Hirer shall affect the right of The OHMI Trust to recover damages in respect of breach by the Hirer of the terms of this Agreement.

Signed for and on behalf of the Hirer:

Name Click here to enter text. Email Click here to enter text.

Position Click here to enter text. Telephone Click here to enter text.

Signature 

Date Click here to enter a date.

Signed for and on behalf of the OHMI Trust:

Name Click here to enter text.

Position Click here to enter text.

Signature 

Date Click here to enter a date.

I would like to keep up to date with the work of the OHMI Trust by receiving their quarterly newsletter and occasional emails. I know I can unsubscribe at any time (please tick). [ ]

**PLEASE EMAIL THIS FORM TO** **RACHEL@OHMI.ORG.UK** **AND AN INVOICE WILL BE SENT WITH FULL PAYMENT DETAILS ON IT.**