



RENTAL AGREEMENT FOR SUPPLY OF MUSICAL INSTRUMENTS AND EQUIPMENT

To ensure a fair, respectful, and transparent experience for everyone involved, these terms and conditions outline the rights, responsibilities, and expectations of the hirer and the charity. They help prevent misunderstandings, safeguard personal and professional interests, and provide a framework for resolving any issues that may arise.

Definitions

The Hirer is referred to as 'you'

The OHMI Trust is referred to as 'we' or 'us'.

The instrument and any additional parts or accessories hired are referred to as 'instrument/equipment'

Standard Terms and Conditions of Hire

1. **Ownership of the Instrument/s and equipment**
 - a. The instrument/equipment provided will at all times remain the property of us. You 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/equipment and shall take all reasonable precautions to safeguard these items including any additional accessories provided.
 - b. If the instrument/equipment is on hire are intended for use by pupils receiving music tuition provided by you, whether on your premises or elsewhere, you 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 us.
2. **Responsibilities for Insurance and repairs**
 - a. We are responsible for insuring the instrument/equipment at all times.
 - b. You will be responsible for checking that the condition of the instrument/equipment provided are in good order and as described in the schedule above. Any issues must be reported to us within 24 hours of receipt.
 - c. You are responsible for ensuring the safe keeping and good care of the instrument/equipment hired during the Rental Period.
 - d. You will be liable for loss of or damage to the Instrument and/or apparatus caused by ill-use or negligence. If the instrument/equipment is lost, or damaged beyond practical repair whilst in your possession then you must make payment to us equal to the cost of replacing them. You will be responsible for notifying us of any loss or damage within 24 hours of an incident taking place.
 - e. You shall not employ any person to carry out any repairs or work on the instrument without prior permission in writing from us.
 - f. If the instrument and/or apparatus is stolen, you are responsible for notifying the police to obtain a crime reference number to enable us to make an insurance claim. You are also responsible for notifying us within 24 hours of any suspected theft.

www.ohmi.org.uk

The OHMI Trust, 29 Woodbourne Road, Harborne, Birmingham, B17 8BY

admin@ohmi.org.uk

Registered Charity England and Wales: 1143623 Scotland SC052047

Patrons: Alison Balsom OBE, John Harle and Dame Evelyn Glennie CH, DBE
Trustees: Clare Salters, Prof Martin Fautley, Prof Andrew McPherson, Prof Matthew Wright,
Emma Brown, Dr Mathew Dalglish, Eleanor Logan (Lia Mice), Liane Todd, and Simon King.



3. **Payment**

- a. Prior to the expiry of the Rental Period, you must notify us if you wish to continue hiring the instrument/equipment for a further period of 12 months (“Rental Period”) and you will be invoiced for the hire fee.
- b. The instrument(s) and/or equipment will remain available to you on the condition that payment is received at least 2 weeks before the Rental Period begins.
- c. Refunds are issued by us only if:
 - i. the instrument and parts provided to you are not in a serviceable condition
 - ii. we must terminate this agreement for any other reasons not specified in clause 4 of this agreement
- d. No refund is payable by us to you in the event of termination of the Agreement by you unless the reasons fall under clause 3c of this agreement.

4. **Termination of agreement**

- a. You may terminate this Agreement at the end of Rental Period or any subsequent Rental Period by returning the instrument/equipment supplied to us no later than 7 days following the expiry of the Hire period. The instrument/equipment will remain the responsibility of you until we receive it.
- b. We reserve the right to terminate the agreement when:
 - i. The hire charge remains outstanding and unpaid following the conditions set out in clauses 3a and 3b of this agreement.
 - ii. There is a breach of any of the terms of this Agreement by you.

5. **Deposit refunds**

- a. All instrument/equipment hired require a deposit equivalent to one year’s hire fee. This will be refunded when the instrument is returned within two weeks of the end of the Rental Period, with all elements and without damage. You need to provide bank details for the refund.
- b. Funds from the deposit will be held by us if:
 - i. Repairs or replacement elements are required beyond the normal wear and tear of use.
 - ii. Instruments/equipment are not returned punctually. One twelfth of the deposit sum will be retained by us for each month or partial month that delivery is delayed.
 - iii. We have to collect the instrument/equipment. This will be charged at cost of £1 per mile for the return journey from B17 8BY.

6. **Renewal of Hire Agreement**

- a. If you wish 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 us at least 2 weeks before the Rental Period expires.
- b. We reserve the right to decline any request for the extension of the Rental Period. If an extension is agreed, then additional payment must be paid before the new Rental Period commences.

7. **Data**

- a. Data provided by you as part of this agreement will only be used by us to contact you 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.
- b. If you have previously supplied data to us for a different purpose, that data may be used in line with the reasons and consent given at the previous point of collection.

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