



Newcastle upon Tyne Royal Grammar School

MUSICAL INSTRUMENT LOAN AGREEMENT

THIS AGREEMENT is made on _____ 20

Between: (1) The Newcastle Royal Grammar School (the "RGS")
and (2) Full Name (the "User")
..... Address
.....
.....

This Agreement relates to the supply of a musical instrument by the RGS to the User.

NOW THEREFORE IT IS AGREED AS FOLLOWS

1. Definitions

"Fair Wear & Tear" means natural deterioration arising through normal usage.
"Agreed Date" means the date on which the Instrument must be returned to the RGS, which is the 20 ..

2. The User agrees: -

To accept responsibility from RGS for the following instrument (the "Instrument"):-

Type	
Make	
Serial No.	
Present Replacement Value	

To pay to RGS such sum as represents the replacement value of the Instrument in the event of loss or theft of the Instrument, or such damage to the Instrument that would render it uneconomic or impractical to repair (fair wear and tear excluded), in accordance with clause 4.

3. The user agrees to look after and take all reasonable care of the RGS Instrument.

- Always carry it in the proper case
- Take care when the Instrument is transported that it is as secure as possible
- Make sure the Instrument is not subject to careless or malicious damage

4. Care of the Instrument and Responsibilities for Repair or Replacement

- 4.1 The User is responsible for ensuring the safe keeping and good care of the Instrument during the period of hire including the costs of any replacement or repair SAVE THAT the User is not responsible for the costs of any repairs arising through Fair Wear & Tear.
- 4.2 The Instrument must not be used by any person other than the User and may not be loaned transferred or passed to any third party save as set out in clause 4.7 below.



- 4.3 In the event that the Instrument is lost stolen, you must immediately report it to the police and get a crime reference number.
 - 4.4 The User must inform the RGS immediately if the Instrument is lost, stolen or damaged.
 - 4.5 The User must report any faults or damage to the Instrument to the RGS immediately.
 - 4.6 In the event that the Instrument is lost or stolen, or damaged beyond economic or practical repair (such decision as to repair resting with RGS) then the User must make payment to RGS in such sum as amounts to the cost of replacing the Instrument as at the date of reported loss, theft or damage. RGS will notify the User in writing as to the sum required and the User will make payment to RGS within 28 days of such notification.
 - 4.7 In the event that the Instrument is damaged but is capable of repair (such decision to rest with RGS) then the User will return the Instrument to RGS who will arrange for an appropriate repair to be carried out by a suitably qualified repairer. The User will be notified in writing as to the repair cost and the User will make payment to RGS within 28 days of such notification following which the Instrument will be returned to the User.
 - 4.8 In the event that the Instrument is damaged, lost or stolen whilst under the safe custody of RGS (and through no fault of the Learner), or requires repair or replacement due to Fair Wear & Tear, then RGS will be responsible for the replacement or suitable repair of the Instrument.
 - 4.9 The Instrument must not be left unattended at any time. If this is unavoidable and the Instrument has to be left in a vehicle then it must be either
 - i) in the locked boot of a saloon car; or
 - ii) concealed under the rear parcel shelf of a locked hatchback car; or
 - iii) concealed in the spare wheel or other closed compartment of a locked estate car; or
 - iv) otherwise securely concealed from view from outside the vehicle.
 - 4.10 The Instrument should never be in the possession of anyone else except the User, for any reason.
- 5 Termination
- 5.1 This Agreement will terminate on
 - i) the Agreed Date or automatically within 12 months after the date the Instrument is issued; or
 - ii) when RGS terminates this Agreement due to breach of any of the terms of this agreement by the User or the Learner; or
 - iii) when notice in writing is sent to the User by RGS terminating the hire for any other reason in its reasonable discretion.
- 6 Return of the Instrument to the School
- 6.1 Upon termination of the Agreement, the User will return the Instrument to RGS forthwith SAVE THAT in the case of termination under paragraph 5.1(ii) the User will return the Instrument to RGS within 7 days of the date of the notice referred to.
- 7 Ownership of the Instrument
- 7.1 The RGS Instrument remains the property of the RGS.

Signed for the User:

I have read this Agreement and I agree to abide by these terms.



Name:

Signed.....

Date:

Signed on behalf of RGS:

Name:

Signed.....

Date: