

TERMS AND CONDITIONS

Any references to the 'student' made in these Terms and Conditions are made on the basis that an instrument has been borrowed for the use of the student and, as the user, they will be best placed to oversee the care of the instrument and react to any problems that may develop. On attaining the age of 18, the student will be deemed to have adopted this agreement. However, it will remain the primary responsibility of the guarantor to see that due care of the instrument is exercised by the student and that these Terms and Conditions are fulfilled.

1. STUDENT ELIGIBILITY

- 1.1 Loans are available to students between the ages of 7 and 25
- 1.2 In exceptional circumstances (see clause 9), existing borrowers may be eligible to extend their loan up to the date of their 30th birthday
- 1.3 Students must be resident in the UK
- 1.4 Students must be in full time education, and taking a course of musical instruction
- 1.5 Students are expected to have been receiving musical instruction for a minimum of two years preceding the commencement of the agreement (except in exceptional circumstances)
- 1.6 Loans will only be granted to cover a 'gap year' by specific agreement with BMILS

2. GUARANTOR

- 2.1 Every instrument/bow loan must have a guarantor over the age of 18
- 2.2 Guarantors must be UK resident
- 2.3 Guarantors are normally expected to give evidence of income, to accompany students to appointments at BMILS and countersign the loan agreement

It is not necessary for a guarantor to be a parent, guardian or relative, although this is usually the case

3. DEPOSIT

- 3.1 A deposit of £200 is required in respect of each loan
- 3.2 Bows above the value of £1000 will normally require a separate deposit
- 3.3 Deposits must be paid when signing the loan agreement, preferably by card (cash and cheque also accepted)
- 3.4 Deposits, complete or in part, may be withheld if an instrument/bow is not returned in appropriate condition, within specified time limits, or by the end of the loan period
- 3.5 BMILS reserves the right to make supplementary charges to the student/guarantor to cover the cost of repairs
- 3.6 Refunds may take up to four weeks to be processed

4. TRIAL PERIOD

- 4.1 A trial period of four weeks is given at the start of each loan prior to any loan charge being invoiced
- 4.2 If an instrument proves unsuitable, it must be returned to BMILS in person within four weeks of the agreement date, in its original condition. A pro-rata loan charge will be invoiced in the event that an alternative instrument is not selected
- 4.3 An alternative instrument will be offered where appropriate

5. ANNUAL LOAN CHARGE

- 5.1 Annual loan charges will be invoiced from the commencement of the four week trial period
- 5.2 The annual loan charge is based on 5% of the value of the instrument and bow, which will be determined once the choice of instrument/bow has been agreed. In the event that only a bow is loaned, the annual loan charge is based on 7.5% of the value
- 5.3 The loan charge for instruments is capped at £400. The loan charge for bows is capped at £200.
- 5.4 Annual loan charges are inclusive of VAT
- 5.5 An administration fee of £10 is also added to the overall charge
- 5.6 Payment can be made in full in one transaction, or spread over the course of a year in interest-free instalments
- 5.7 The annual charge will ordinarily remain unchanged during the initial loan period but BMILS reserves the right to vary the charge at any time at its own discretion. Should this happen, any new price will not be applied before the next anniversary of the agreement
- 5.8 The student may return the instrument early in this, or any other, circumstances; please see clauses 18.4 and 18.5
- 5.9 Annual loan charges for the extended scheme for borrowers aged 25 – 30 are calculated on a different basis (see 9.9)

6. VALUATION

- 6.1 The current valuation of the instrument/bow will be shown on the loan agreement, and a valuation statement made by the BMILS luthier or Head of BMILS will be supplied

- 6.2 A copy of the valuation may be required as proof of value by the insurers
- 6.3 BMILS is not obliged to discuss the value or details of any other instrument/bow in its collection

7. INSURANCE

- 7.1 The guarantor must immediately take out insurance on the instrument and/or bow with a specialist musical instrument insurer using the item description/s and valuation/s shown in the loan agreement**
- 7.2 The policy must include All Risks, Worldwide Cover and Unattended Vehicle Cover**
- 7.3 BMILS can provide information in relation to the obtaining of insurance; it cannot provide advice
- 7.4 Insurance must be in force within 24 hours of signing of the loan agreement – after this time the instrument/bow will not be covered by BMILS insurance and student/guarantor will become liable for any loss, theft or damage. (If the loan commences on a Friday/Saturday, special instructions for setting up a policy over the weekend will be given.)**
- 7.5 BMILS must be informed as soon as cover is purchased, preferably by email, of the name of the insurer and the policy number**
- 7.6 If insurance is not arranged in accordance with clauses 7.1 and 7.2, BMILS reserves the right to require the immediate return of the instrument. Pending return, the student/guarantor remain liable for any loss, theft or damage

8. LOAN PERIOD

- 8.1 The initial loan period is up to three years from the date of the agreement
- 8.2 This may be extended annually thereafter, or to cover a specific period, by written agreement, subject to the student's age and educational status; please see clauses 1.1 and 9

9. EXCEPTION TO UPPER AGE LIMIT

- 9.1 In exceptional cases, and at the sole discretion of BMILS, a student reaching the age of 25 who is currently a borrower of an instrument/bow may have their loan period extended, but not beyond their 30th birthday
- 9.2 The instrument's owner (where this is not BMILS) must consent to any such extension
- 9.3 To be considered for any such extension, the student will need to provide evidence of career progression, which could include audio-visual materials of performances, a permanent job offer, confirmed auditions, contracted work and/or references from two established professionals, any and all of which will be taken into consideration
- 9.4 In addition, the student will need to have an exemplary borrowing record, including proper care and maintenance of their loan instrument, punctual payment of BMILS loan charges and the return of update forms
- 9.5 The student will need to have established a good relationship with BMILS, as well as, where this is not BMILS, with the owner of the instrument
- 9.6 The student would become an ambassador for BMILS and would be expected to be involved in an agreed number of events in support of BMILS, to include performances
- 9.7 Biographies and websites must state that the instrument/bow is part of the BMILS scheme, with the exact wording to be agreed with BMILS in advance
- 9.8 Under this arrangement, on attaining their 25th birthday, or as soon as practicable thereafter, the student will assume responsibility for the insurance of the instrument. The guarantor will cease to be responsible and the student will also become directly personally responsible for all loan fees and maintenance/repair costs. This will be reflected in a new written agreement
- 9.9 The annual loan charge is based on 5% of the value of the instrument and bow, which will be determined once the choice of instrument/bow has been agreed. In the event that only a bow is loaned, the annual loan charge is based on 7.5% of the value
- 9.10 The loan charge for instruments is capped at £600. The loan charge for bows is capped at £300.
- 9.11 Bursary provision is not available for borrowers in the extension scheme.

10. COMMENCEMENT OF AGREEMENT

- 10.1 The instrument will be supplied correctly set up and accompanied by a current condition report detailing any previous repairs, cracks and significant marks, which must be countersigned by the student and guarantor
- 10.2 A case will be provided but borrowers are entitled to use their own provided it is in suitable condition to protect the instrument appropriately
- 10.3 Stringed instruments will have a new set of strings
- 10.4 Bows will have been recently re-haired
- 10.5 A label with the student's name and address must be attached to the outside of the case, and the student must also place their name, address and telephone number inside the case
- 10.6 BMILS must be notified immediately of any variation in contact details
- 10.7 The student is expected to exercise due care of the instrument, maintain it in good condition and keep it in a safe place at all times, including whilst in transit or unattended
- 10.8 The instrument/bow is intended for the sole use the student named in the loan agreement

10.9 Where the instrument and/or bow borrowed is one which has been lent to BMILS, it is helpful to the scheme and in the spirit of the voluntary support which the lender has provided, if the student makes contact with the lender upon receipt of the instrument and not less than annually subsequently, regarding their progress and musical activities (BMILS will provide contact details of the lender). Occasionally this also applies to donated instruments

11. TRAVEL OUTSIDE THE UK

- 11.1 Instruments are only allowed outside the UK as part of an organised group tour, competition or study
- 11.2 If a student needs to take an instrument/bow abroad, they must obtain the permission of BMILS in writing, in advance
- 11.3 Instruments must only be carried as cabin luggage, and are never to be placed in the hold of an aircraft

12. INSTRUMENT UPGRADES/REVIEWS

- 12.1 Upgrades and/or reviews are available for a number of reasons e.g. where a student has outgrown an instrument, or when they need one of higher quality or with different tonal or performance qualities
- 12.2 Upgrades/reviews must be registered by submitting a completed instrument review form (available on the BMILS website)
- 12.3 It may be necessary to go on a waiting list - early notice is advised

13. INSTRUMENT RECALL

- 13.1 BMILS reserves the right to recall an instrument at any time, and will give three months' notice of such recall
- 13.2 An alternative instrument will be offered where appropriate
- 13.3 BMILS is not obliged to give reasons or to enter into discussion or correspondence regarding recalled instruments

14. ANNUAL REQUIREMENTS

- 14.1 A borrower *must complete and submit an annual update form* and verify contact and education details (forms will be sent together with the annual loan charge invoice)
- 14.2 A borrower *must have the instrument/bow serviced either by BMILS or by an approved instrument repairer*. This is determined at the loan appointment and relevant details recorded in the Loan Pack.
- 14.3 A borrower should have the log book completed and signed by the instrument repairer at each annual service
- 14.4 As noted in clause 10.9 and where applicable, a borrower is encouraged to make at least annual contact with the owner (details provided in Loan Pack) of the instrument/bow to update them about their progress

15. INSTRUMENT CARE/MAINTENANCE

- 15.1 *No alteration or repair may be made to any instrument/bow without the express authorisation of BMILS*
- 15.2 Authorised repair/maintenance must only be undertaken by the approved instrument repairer as detailed on the loan agreement or on-site by the BMILS luthier, unless otherwise authorised by BMILS
- 15.3 A charge, currently £60, is payable for the annual service/general cleaning, which is added to the annual loan charge invoice. BMILS will reimburse an *approved* luthier for the annual service, as applicable

15.4 BMILS will normally cover the cost of routine work such as that listed below:

- Open seams
- Repair necessitated by the opening of existing/previously repaired cracks
- Sound-post repairs/replacement
- Bridge adjustments
- Fingerboard repairs/maintenance
- Adjustment/bushing/replacement of pegs
- New pads/springs and re-corking (wind and brass)
- Regulation and adjustment

15.5 The following are not included (this list is not exhaustive) and are the financial responsibility of the guarantor/student:

- Repairs necessitated by new cracks (insurance cover may apply)
- Repairs necessitated by damage (insurance cover may apply)
- Replacement strings (Borrowers are entitled to use alternative brands at their own expense)
- Bow re-hairing
- Lapping and thumb grips on bows
- Re-cutting bridge

- Specialist bridges
- Alternative tail-pieces/end-pins/spikes - where the original is still in good working order

15.6 The guarantor is liable for the cost of the final service at BMILS upon the return of the instrument which comprises a service and clean, a new set of strings, and a bow re-hair (where applicable.) BMILS' price list of standard prices for final servicing and other repairs/maintenance carried out on-site is available upon request

16. ACCIDENTAL DAMAGE

16.1 Where damage to an instrument occurs, BMILS and the relevant insurer must be notified as soon as possible, and in any case within 24 hours

16.2 Repairs must not be carried out until authorisation is given by BMILS

16.3 BMILS reserves the right to request a statement of circumstances and/or photographs of the instrument/bow

16.4 In the event of damage to an instrument/bow that is lent to the scheme and not owned by BMILS, the owner of the instrument/bow will need to be informed by BMILS, and is entitled to be involved in any negotiations and assessments regarding the instrument/bow

17. LOSS OR THEFT

17.1 Where loss or theft occurs, BMILS and the relevant insurer must be notified as soon as possible, and in any case within 24 hours

17.2 Where theft is suspected, the Police must be notified and a Crime Reference Number obtained

18. TERMINATION OF AGREEMENT

18.1 BMILS reserves the right to terminate the loan agreement and recall the instrument at any time

18.2 Where no breach of terms or conditions is involved, three months' notice will normally be given and, where appropriate, an alternative instrument offered

18.3 Where termination is consequent upon breach of any of these Terms and Conditions, it will be with immediate effect

18.4 If a student wishes to terminate the agreement voluntarily before completion of the initial loan period, the guarantor is liable for the cost of a re-stocking service at BMILS upon return of the instrument (see 15.6) The procedure for return of the instrument (clause 19) should then be followed

18.5 Grounds for termination of loan agreement include, but are not limited to:

- Non-payment of the annual loan charge
- Failure to report loss, theft or damage within the agreed time
- Failure to insure the instrument/bow within 24 hours
- Failure to complete annual update forms
- Failure to report changes in personal, educational or financial circumstances directly affecting the loan agreement or bursary awards
- Breach of these Terms and Conditions

18.6 The consequences in the event of default include:

- Loss of deposit
- Cost of final service at BMILS (see 15.6)
- Immediate payment of outstanding charges to the end of the agreed loan period as set out in the loan agreement
- Additional administration and legal charges as appropriate

19. RETURNING THE INSTRUMENT/BOW

19.1 Loan charges continue to apply until the date an instrument/bow is returned to BMILS – any credit due will be calculated at the return appointment, and a BACS refund arranged

19.2 The guarantor is liable for the cost of the final service at BMILS upon the return of the instrument (see 15.6)

19.3 Instruments/bows must be returned in person and by appointment with a member of the BMILS staff, who will issue a formal receipt

19.4 Instruments/bows must not be left at Benslow Music Trust reception