

## **Benslow Music Instrument Loan Scheme**

Benslow Music Instrument Loan Scheme (BMILS) is a charity (no. 313755).

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' or study year abroad 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.
- 2.4 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 of £100.
- 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 Any deposit monies due to the guarantor/borrower at the end of a loan will be reimbursed within 30 days.

### **4. Trial Period**

- 4.1 A trial period of four weeks is given at the start of each loan.
- 4.2 If an instrument proves unsuitable, it must be returned to BMILS within four weeks of the agreement date, in its original condition.
- 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 loan.

- 5.2 The annual loan charge is based on 5% of the valuation of the instrument and bow up to £8000 plus 1% of the valuation between £8000 and £20,000. In the event of a bow being loaned alone, the annual loan charge is based on 7.5% of the valuation.
- 5.3 The loan charge for instruments is capped at £520. The loan charge for bows is capped at £260
- 5.4 Annual loan charges are inclusive of VAT.
- 5.5 The minimum annual loan charge for an instrument is £100 and for a bow is £50.
- 5.6 Payment will be required by monthly, interest-free subscription.
- 5.7 BMILS reserves the right to vary the annual loan charge and to make appropriate adjustments to subscription payments at any time. Where this is required, amended charges will be applied from the next annual loan invoice, and notifiable therein, except in the case of a borrower upgrading their instrument/bow, in which case any amendments will be chargeable with immediate effect.
- 5.8 An annual instrument service charge of £89 will be added to the loan charge. BMILS reserves the right to vary the annual service charge.

## **6. Valuation**

- 6.1 The current valuation of the instrument/bow will be shown in the loan agreement, and a valuation schedule supplied, if required.
- 6.2 A copy of the valuation schedule 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 and reserves the right to vary an instrument/bow valuation at any time at its own discretion.

## **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, and Unattended Vehicle Cover. If permission has been granted to travel abroad with an instrument, Worldwide Cover must be added.
- 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 personally liable for any loss, theft or damage.
- 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.
- 7.7 Should a re-valuation of an instrument/bow be notified to the borrower, they must update their insurance policy accordingly with immediate effect.

## **8. Loan Period**

- 8.1 The loan is an open-ended agreement, running on a rolling, monthly schedule, subject to the eligibility criteria.
- 8.2 A loan ends when the borrower is no longer eligible or an instrument/bow is voluntarily returned or recalled by BMILS (see 13 and 18).

## **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 will become an ambassador for BMILS and will 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.

## **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 The case provided must be retained by the borrower and returned at the end of the loan or when upgrading.
- 10.4 Stringed instruments will have a new set of strings and bows will have been recently re-haired: wind and brass instruments and harps will be in serviceable condition.
- 10.5 A discrete label with the student's name should be attached to the outside of an instrument's case or cover and the student or guarantor must also place their name, address and telephone number inside the case or cover.
- 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/bow borrowed is one which has been lent privately to BMILS, it is in the spirit of the scheme for the student to make contact with the lender upon receipt of the instrument and at least annually.
- 10.10 Thereafter, to inform them of their progress and musical activities. (BMILS will provide contact details of the lender.) Students under the age of 18 must only contact a lender through a parent, legal guardian or guarantor.

## **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 so that permission can be sought from an owner, where applicable.
- 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 enter into discussion or correspondence regarding the recall of instruments.

### **14. Annual requirements**

- 14.1 A borrower must complete and submit an Annual Update Form and verify contact and education details.
- 14.2 A borrower must have the instrument/bow serviced either by BMILS or by an approved luthier, details of which are notified in the Loan Pack.
- 14.3 A borrower must ensure that insurance cover is renewed annually and any adjustments made if applicable, and notify BMILS that continuing cover has been confirmed.
- 14.4 Where applicable, a borrower is encouraged to make annual contact with the owner of their instrument/bow to update them about their progress and activities (contact details provided in the borrower's Loan Pack) (see 10.9).

### **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 BMILS approved instrument repairer detailed on the loan agreement or on-site by the BMILS luthier, unless otherwise authorised by BMILS.
- 15.3 A charge of £89, is payable for the annual maintenance service, which is in addition to the annual loan charge. BMILS will only pay an approved luthier's invoice for an annual service (details in Loan Pack).
- 15.4 BMILS will normally cover the cost of routine work to stringed instruments, such as that listed below:
  - Annual check over/general cleaning/minor adjustments to bridge and sound-post, peg and tailon regulation (all included with the annual loan charge)
  - Regluing of open seams
  - Repair necessitated by the opening of existing/previously repaired cracks
  - Refitting/bushing/replacement of pegs.
- 15.5 The following are not included (this list is not exhaustive) and are the financial responsibility of the guarantor/student:
  - Returning Service of instrument/bow upon return at end of loan or when upgrading
  - 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
  - Fingerboard and top nut maintenance

- Specialist or personalised specification bridges (permission required from BMILS)
  - Alternative tail-pieces/end-pins/spikes - where the original is still in good working order (permission required from BMILS).
- 15.6 Wind and brass instruments and harps: external invoices received by BMILS for the servicing and regulation of instruments will be chargeable to the borrower, minus their annual service charge (including any bursary alteration).
- 15.7 The guarantor is liable for the cost of a Returning Service at BMILS following the return of an instrument, comprising a service/clean, a new set of strings, and bow re-hairing as applicable. Additionally, the cost of any repairs deemed necessary to restore items to the same condition as when first borrowed will be charged upon completion of the remedial work. The assessment of BMILS in this respect will be final.
- 15.8 The Returning Service charge may be waived, at the discretion of BMILS, if the most recently due annual service has been carried out within a calendar month of the loan anniversary date and within a calendar month of the instrument's return. (Proof will be required).
- 15.9 BMILS' price list of standard prices for a Returning Service for stringed instruments 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 (i.e. not owned by BMILS) the owner of the instrument/bow will 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 Termination as a consequence of a breach of these Terms and Conditions will be with immediate effect.
- 18.4 In the event of the voluntary termination of a loan, or termination in accordance with 18.3, the guarantor is liable for the cost of a Returning Service at BMILS upon return of the instrument (see 15.7 and 15.8) The procedure for return of the instrument (see 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 (see 16.1)
  - Failure to provide evidence of insurance of the instrument/bow within 24 hours of commencing a loan
  - Failure to provide evidence of subsequent annual insurance renewal
  - Failure to submit an annual update

- 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 a Returning Service at BMILS (see 15.7 and 15.8).
  - Immediate payment of any outstanding charges as set out in the loan agreement
  - Additional administration and legal charges as appropriate

### **19. Returning of the instrument/bow**

- 19.1 Instruments/bows must be returned in person and by appointment with a member of the BMILS staff, who will issue a formal receipt.
- 19.2 The guarantor is liable for the cost of the Returning Service at BMILS (or external workshop in the case of wind and brass instruments and harps).
- 19.3 Loan charges continue to apply until the date an instrument/bow is returned to BMILS; the monthly subscription will be cancelled no later than the next working day.
- 19.4 Instruments/bows will be inspected by the BMILS luthier or in the case of wind and brass instruments, by an external partner, following their return. BMILS retains the right to retain a portion or whole of the deposit to meet repair costs and to make supplementary charges should the deposit prove insufficient to cover any costs incurred.
- 19.5 Instruments and bows must remain covered by the borrower's insurer until inspected by BMILS and the borrower notified in writing that cover can be withdrawn. Please note that this may not be the same day as the returning appointment.

### **20. Privacy**

By applying to BMILS the borrower (or, where applicable, their parent or guardian) and guarantor consent to their personal data being processed as laid out in our Privacy Statement. Benslow Music abides by the provisions of the Data Protection Act 2018 and UK GDPR in relation to the collection, storage, and processing of personal data.