

MUSICAL INSTRUMENT HIRE AGREEMENT 2019

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Name of Student

Year and House

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Type of Instrument

Make

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Serial Number

Barcode

\$

Hire amount per Semester (please refer to Instrumental Music Handbook for applicable Fee)

I have read and agreed to the following requirements for Instrumental Music tuition for 2018:

- I will make a commitment to the program by practising regularly and attending all lessons arranged with my instrumental music teacher.
- I will be responsible for participating in at least one ensemble in the school on my instrument(s) under advice from my instrumental music teacher.
- I understand that I must meet the work requirements as discussed with my instrumental music teacher.
- I will be involved in regular performances as a part of the normal instrumental program or ensemble.

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Student's Signature

Parent/Guardian's Signature

The section below is to be completed by parent/guardian only.

I/We acknowledge that prior to signing this agreement, I/we have carefully read, understood and agreed to the terms and conditions regarding instrument hire set out of the reverse of this page.

I/We acknowledge that should we decide to terminate either instrumental music tuition or hire agreements, we shall provide the School four weeks' notice in writing. If this notice is not provided four weeks' tuition will be billed in lieu of notice. In any case instrument hire will be charged until the end of the Semester.

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Parent/Guardian's Signature

Date

From 21st December 2001, the Privacy Act (1988) and the National Privacy Principles apply to all personal information collected and used by Girton Grammar School Bendigo. Therefore we advise you that this information will be collected, stored, used and disclosed according to the Act, the Principles and Girton's Privacy Policy (December 2001).

Office Use Only

Date Instrument Hired: ___ / ___ / ___ Semester 1: Date charged: ___ / ___ / ___ Amount: \$ _____

Date Instrument Returned: ___ / ___ / ___ Semester 2: Date charged: ___ / ___ / ___ Amount: \$ _____

CONDITION OF HIRE AGREEMENT

In these conditions:

The "Owner" is Girton Grammar School.
The "Hirer" is the person taking responsibility for payment, i.e. guardian or parent.
The "Instrument" shall refer to that which is outlined under "Description of Instrument".

Your payments:

As the Hirer, you shall pay to the Owner on a per semester basis the agreed published hire rates. The Hirer will be issued with an account in July and December for Instrumental Music Hire.

Ownership of the product:

The equipment remains the property of the "Owner".

Hirer Obligations:

1. You are required to keep the instrument in good condition and return it in the same condition at the expiration of this agreement.
2. To insure the instrument against fire and loss, damage or risk whatever the cause arising with a reputable insurer, and to keep the instrument insured during the duration of this agreement.
3. Not to sell or offer for sale, assign, mortgage, pledge, lend or otherwise deal with the instrument or with any interest therein of this agreement.
4. Not to create any charge, lien or security upon the instrument, nor allow the same to go out of your personal control. You shall notify the Owner immediately of any seizure or attempted seizure.

Loss or damage to the instrument:

You shall be responsible for any loss or damage to the instrument while it is in your possession by fire, theft or from whatever cause. On demand by written notification, you shall pay the Owner either the cost of the repairs or the value of the instrument as assessed by the Owner, whichever is the lesser amount. A certificate signed by the agent of the Owner as to the instrument's value shall at the date of the damage or loss be conclusive evidence for all purposes.

The Owner shall not be required to replace the instrument until you have paid this amount. You shall notify the Owner of any loss or damage within forty-eight (48) hours of such loss or damage occurring.

Breach or default of payments:

If you fail to pay any amount due for thirty (30) days after that sum has become due (whether this amount has been demanded of you or not) or commit any other breach of the provisions of this agreement.

The Owner without prejudice to its rights to recover amounts overdue may, without notice, resume possession of the instrument. In that event, you will return the instrument, at your cost, to the Owner.

Entire Agreement:

The conditions set out in this agreement constitute the whole agreement made between you and the Owner. No officer, servant or agent of the Owner has any authority to vary, add to or omit any of the terms or conditions of this agreement.

Termination of Agreement

1. Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate the hire agreement.
2. At any time by giving the Hirer four weeks' notice of its intention to terminate the agreement to be effective as of the expiry of the said four weeks.
3. The Hirer shall pay to the Owner all hire and related charges and other costs.
4. The person signing the agreement for and on behalf of the Hirer hereby covenants with the owner that he or she has the authority of the Hirer to make the agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreement and hereby indemnifies the Owner against all losses and costs incurred by the Owner arising out of the person so signing this agreement failing to have such power and/or authority.