

## Discovery College Music Instrument Rental Scheme

***Please carefully read the agreement below and sign the 'Application for Instrument Hire Form' and return with your Registration Form and cheque to the front office.***

### General Rental Conditions

You agree that the terms and conditions below apply to the rental of a music instrument from Discovery College.

This agreement is a Rental Agreement and is not to be taken to constitute a Hire Purchase Agreement or any other agreement for sale of goods by installment.

You cannot nominate for a specific brand or model of instrument under this scheme.

Discovery Colleges reserves the right to amend or terminate the conditions of the Rental Scheme without notice.

Where the Rental Scheme refers to a musical instrument, the instrument case is also implied.

The Rental Scheme is made available to students of Discovery College only. The instrument should not be loaned or used to anybody other than the intended students for whom the instrument is rented.

Written permission from the College must be obtained if the instrument is to be taken out of Hong Kong.

### Rental Charges

There are no rental charges this academic year.

### Instrument Maintenance and Repair & Responsibility for Loss

The students and parents are required to keep the music instrument in good condition and are liable for its replacement cost if lost or stolen, or the cost of rectifying any damage caused through improper use and/or storage.

If the music instrument is lost, needs repair or maintenance, no abatement of rental charges or suspension of the rental period will apply, if such circumstances are the effect of improper use and/or storage, or the instrument is lost or stolen whilst under the care of the student and/or parent. If the music instrument needs

repair, Discovery College will use its best endeavours to have the music instrument repaired as soon as possible but will not be responsible for any delay.

Students and/or parents are not authorised to carry out, or authorise instrument repair without prior consent from Discovery College.

There may be times when the instrument needs to be sent away for repair through general use and wear and tear of the instrument. In such cases, where available, a replacement instrument will be granted. In the event of a replacement instrument not being available, the rental conditions will be negotiated with the parent.

Maintenance of the music instrument by Discovery College does not extend to replacing items expected to be periodically replaced through normal use, including but not limited to rosins, strings and reeds.

## Instrument Return

The students and/or parents are expected to return the instrument at the end of the hiring period on a date specified by Discovery College, in the same condition it was in at the start of the rental period, subject to fair wear and tear of the instrument.

If the music instrument is returned in a condition that is not acceptable, as indicated above, the parents will be expected to cover the cost of repair or replacement.

Students are encouraged to hold onto the music instrument during school holidays if they are continuing to hire into the next school term. There may be an exemption where music instruments are required to undergo routine or scheduled maintenance.

If instruments are not returned on the date indicated, Discovery College will presume that the parents have agreed to a continued rental period and will be renting the music instrument for another school term.

## Ensemble Program

Students participating in the Discovery College Rental Scheme are expected to make themselves available to fully participate in the College's ensemble program.

Students that do not to make themselves available may find that their participation in the Rental Scheme forfeited to other students who are more willing.

## Instrument Progress

Students participating in the Rental Scheme are expected to complete satisfactory substantial practise each week to aid their acquirement of music skills. Parents are expected to assist in encouraging students to practise daily.

## Instrument Ownership & Use

The instrument will remain Discovery College's absolute property. Nothing in the Agreement will confer any right, title or interest on you other than as a hirer of goods. You will at all times hold the music instrument for and on behalf of Discovery College.

The music instrument is not to be sold, offered for sale, assigned, pledged, hired, leased, pawned or similarly dealt with to the prejudice of Discovery College's interests. You must also not do or permit anything to be done that may result in any charge, lien or security interest being created in respect of the music instrument or allow it to be taken out of your direct control and must immediately advise Discovery College if any third party seizes the music instrument or attempts to do so.

## Indemnity

Unless otherwise provided by the Agreement or by law, you must indemnify Discovery College and keep it indemnified, together with its employees and agents, against all loss, damage, injury, claims, demands, costs and expenses, including legal costs, of any nature that they may incur or be liable for due to your using the Instrument or breaching the Agreement.

## Other

There will be times when the instrument is required for stocktaking purposes. In such cases Discovery College will do its best to minimise disruptions to students.

Parents are encouraged to liaise with music staff with any concerns they have with the instrument they have rented.