

**MUSEUM OF CIDER PIANO
AT HOLY TRINITY HEREFORD**

INTERNAL HIRE TERMS AND CONDITIONS

1. AGREEMENT

1.1 These terms and conditions shall apply to all contracts for the hire of the Steinway model 'D' concert grand pianoforte, serial number 568061 ("the Piano") owned by the Hereford Cider Museum Trust ("the Trust"). No addition to or variation or exclusion of these terms or conditions or any of them shall be binding on the Parochial Church Council of Holy Trinity Church, Hereford ("the PCC") unless expressly and specifically confirmed in writing by the PCC.

1.2 The PCC, on behalf of the Trust, agrees to let and the Hirer whose details are set out in the attached booking form ("the Booking Form") agrees to take on hire the Piano upon and subject to the terms and conditions contained herein. The hire shall commence on the Commencement Date at the Commencement Time as set out in the Booking Form and subject to Condition 2 below shall continue until the Completion Time on the Completion Date.

1.3 No contract shall come into existence between the PCC and the Hirer unless and until the Hirer has offered to hire the Piano by signing and delivering the Booking Form to the PCC, together with any other information required under these terms and conditions.

2. EXTENSION OF RENTAL PERIOD

The hirer may with the agreement of the PCC extend the period of rental by paying such additional amount as the PCC shall require. Any such extension shall commence from the Completion Time or, in the case of a second or further extension, the expiration of the preceding extension and shall expire at the agreed extended time and date. In the event of such extension(s) the new time and date agreed for the end of hire of the Piano shall then become the Completion Time and Date.

2. WARRANTY BY HIRER

The Hirer hereby warrants to the PCC for the purposes of these terms and conditions and any such insurance contract entered into pursuant to the provision of condition 6:

3.1 the accuracy of the information supplied to the PCC by the Hirer in any verbal and/or written communication and by any person who signs the Booking Form on behalf of the Hirer,

3.2 that the Hirer shall be liable to the PCC for any loss howsoever occasioned to the PCC as a result of any inaccuracy in such information; and

3.3 that he/she will comply with the obligations imposed upon the Hirer by these terms and conditions.

3. WARRANTIES AND INDEMNITIES

4.1 The PCC warrants to the Hirer that the Piano is maintained so far as possible to the manufacturer's recommended standards. 4.2 The Hirer undertakes to inform the PCC if he or his appointed agent considers work necessary to maintain the Piano at any time during the period of hire and that such work shall only be undertaken if it is expressly agreed in writing by the PCC and is carried out by a professional individual.

4.3 The Hirer shall be solely responsible for and shall hold the PCC fully indemnified against any loss, damage or injury (including death) to persons (other than the Hirer) or property occurring in connection with the Piano or as a result of the use thereof and which is caused negligently or by reason of any breach of these terms and conditions or as a result of any loss suffered by the PCC in excess of the amount of insurance cover provided by the Hirer.

4.4 Except in respect of any wilful act or omission by the PCC and except as provided by statute, the PCC shall not be liable for any losses, liabilities, costs, actions, claims or demands which the Hirer may incur directly arising out of or in respect of any defect in the Piano.

4.5 In no event shall the PCC be liable for any special or including but not limited to, loss of business, income, profits, interest, utility, loss of a market or other commercial or financial losses, whether or not the Owner had knowledge that such damages might be incurred.

4.6 The PCC warrants to take all necessary steps to adhere to the anticipated times for the tuning of the Piano but will not be liable for any delay in the same under any circumstances.

4.7 If the Hirer is not a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977 the rights, duties and liabilities arising by virtue of section 9 of the Supply of Goods and Services Act 1982 are hereby expressly excluded.

5. OBLIGATIONS OF THE HIRER

The Hirer shall:

5.1 ensure that he or his personal representative shall be present at the Commencement Time and the Completion Time and shall sign, or authorise his personal representative to sign, any Booking form or other documentation required by the PCC;

5.2 be fully responsible for the use of the Piano and any loss thereof or damage to the Piano howsoever occasioned and shall procure that all persons using the Piano are suitable qualified and comply with these terms and conditions;

5.3 give immediate notice to the PCC of any loss or damage to the Piano or any defect and the obligations of the Hirer hereunder shall not be prejudiced by the existence of any policy of insurance in respect thereof;

5.4 ensure the Piano is not moved by persons other than those expressly agreed in writing by the PCC;

5.5 ensure that no persons other than authorized representatives of the PCC carry out any work upon or otherwise interfere with the Piano;

5.6 ensure that the Piano is not exposed to any conditions or elements which are likely to cause damage to it;

5.7 not sell, assign, let or rent, or otherwise dispose of the Piano or attempt to do any of these things;

5.8 not to use the Piano for any purpose for which it is not intended, which includes any kind of 'prepared piano' use;

5.9 not hold himself out or purport to act as the agent of the PCC or the Trust for any purpose whatsoever,

5.10 if so requested by the PCC, allow the PCC or its representatives to inspect the Piano during normal business hours; and

5.11 observe and perform the terms and conditions of all policies or contracts of insurance relating to the Piano or its use.

5.12 in the event of the piano being left unattended to ensure the piano is left in a locked room, with keys removed from the locks and windows shut and latched.

6. INSURANCE

6.1 The Trust shall keep the Piano insured at all times whilst it is located at Holy Trinity Church.

6.2 In the case of loss or damage to the Piano the Trust shall make a claim thereunder in its name.

6.3 Without prejudice to the provision of condition 5, the Hirer shall ensure that the Piano is not used for any purpose not permitted by the terms and conditions of the relevant policy of insurance, nor do or allow to be done any act or thing whereby any policy of insurance may be voided in such policy.

6.4 The Hirer shall forthwith upon demand fully and effectively indemnify the Trust and the PCC against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the Piano or its use and which are not recoverable under a policy of insurance.

7. PAYMENT TERMS

7.1 Payment of the fees set out in the Booking Form shall be paid in full two weeks before the Collection Date.

7.2 Commencement of hire will not be permitted until cleared funds have been received in the PCC bank account.

7.3 If the Hirer shall have failed to pay any sums due to the PCC in accordance with this condition, the Hirer shall be deemed to have repudiated its agreement with the PCC which repudiation the PCC shall be entitled in its absolute discretion to accept or reject.

8. TERMINATION

Notwithstanding any other terms herein this contract may be terminated by either party on giving 72 hours' notice in writing to the other party.

9. MISCELLANEOUS

9.1 If any term or provision or any part of a term or provision in these terms and conditions shall be held to be illegal or unenforceable under an enactment or rule of law such term or provision or part of it

shall to that extent be deemed not to form part of these terms and conditions and the enforceability of the remainder of the terms and conditions shall not be affected.

9.2 Any notices required to be served by the parties shall be deemed to be properly served if delivered in person or sent by first class prepaid post or recorded mail to the addresses specified in the Booking Form.

9.3 These terms and conditions are personal to the Hirer and may not be assigned or charged by it

10. GOVERNING LAW

These terms and conditions shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.