

nadsa concerts

Newton Abbot & District Society of Arts Charity Number 281858

Booking Form for HIRE OF NADSA'S YAMAHA C6X CONCERT GRAND PIANO

| | |
|------------------------------------|-----------|
| Name of organisation ("the Hirer") | |
| Contact name | |
| Contact address | Postcode: |
| Contact telephone no | |
| Contact email | |

| | |
|--|---|
| Address of concert venue | Postcode: |
| Contact name at this address | |
| Venue telephone no | |
| Does the venue have difficult access, eg, steps? | YES/NO. If YES, please give details |
| Is the venue on the ground floor? | YES/NO. If NO, please give details |
| Is there a stage? | YES/NO. If YES, please give details Approx height in metres: |

| Delivery date | Delivery time | Collection date | Collection time |
|---------------|---------------|-----------------|-----------------|
| | | | |

Payment arrangements

NADSA will invoice the Hirer for its fee and provide details of payment methods. Unless otherwise agreed in writing, payment of NADSA's invoice must be made in full one week (seven days) before delivery of the piano.

As the contracts for transport and piano tuning are between the Hirer and the contractors, the latter will invoice the Hirer for their charges. The Hirer agrees to abide by the payment terms of the contractors.

Agreement

On behalf of the Hirer, I accept and agree to comply with the Terms and Conditions of Hire of the Yamaha C6X concert grand piano, the property of Newton Abbot & District Society of Arts. I believe the details of the venue that I have provided to NADSA and the contractors are correct. I agree to notify NADSA and the contractors immediately of any occurrence between the date of signing this form and the date of the Hire which might affect the terms of Hire.

| | |
|----------------------------|------|
| Contact Name and Signature | Date |
|----------------------------|------|

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TERMS AND CONDITIONS OF HIRE OF YAMAHA C6X CONCERT GRAND PIANO

The Yamaha C6X grand piano is the property of Newton Abbot & District Society of Arts and is available for hire upon the following terms:

NADSA fee (including on-site insurance) for a hire period of 4 days: £280
An additional charge may apply for a hire period of longer than 4 days

Delivery and collection charges including VAT (assuming ground floor unimpeded access and including insurance) for the following distances from Newton Abbot:

- up to 10 miles £420
- between 10 and 25 miles £495
- between 25 and 50 miles £595

An additional charge may apply if the venue is not on the ground floor and/or access is difficult

Tuning charge after delivery to a venue within 10 miles of Newton Abbot: £55
A higher charge may apply if the venue is more than 10 miles from Newton Abbot

NADSA's designated specialist piano removal contractor is:

- Beacon Park Removals and Storage, Dartington, near Totnes TQ9 6DX
Telephone: 0845 2915902; mobile: 07966 142536; email: info@beaconparkremovals.co.uk

The piano must be tuned after delivery. NADSA's designated piano tuner is:

- Julian Head, Rossner Pianos, 20 Woodland Road, Denbury, Newton Abbot TQ12 6DY
Telephone: 01803 813149; mobile: 07826 097674; email: clare@rossnerpianos.eclipse.co.uk

Please contact the designated contractors to confirm availability and to discuss any issues, such as access, which might be a problem.

If, for whatever reason, either of the designated contractors is unavailable on the booking dates, NADSA will consider using an alternative contractor put forward by the Hirer but reserves the right to refuse if the designated contractor judges the suggested alternative contractor to be unsuitable for the task.

If you have (1) confirmed availability with NADSA's designated contractors; (2) read NADSA's Conditions of Hire and (3) wish to make a booking, please download the booking form, complete it and post it to: Valerie Gaze, NADSA Treasurer, Pilgrims, Old Exeter Road, Chudleigh, Newton Abbot TQ13 0DR. NADSA will email and/or post confirmation of the booking within seven working days and the designated contractors will email and/or post confirmation of their booking arrangements and charges.

If either of the designated contractors is unavailable, please email NADSA at pianohire@nadsa.co.uk with details of your proposed booking and suggested alternative contractor(s) and NADSA will do all it can to help you to sort out arrangements.

CONDITIONS OF HIRE OF NADSA'S YAMAHA C6X CONCERT GRAND PIANO

1 AGREEMENT

NADSA being the Owner agrees to let and the Hirer agrees to take on hire the Piano upon and subject to the terms and conditions contained herein which shall be governed and construed in accordance with English Law.

2 WARRANTIES AND INDEMNITIES

2.1 NADSA warrants to the Hirer that the Piano is maintained to Yamaha's recommended standards.

2.2 NADSA undertakes to use its best endeavours to supply the Piano on the date agreed between the parties but shall not be liable for non-delivery arising from any unforeseen circumstances. In the event that the Piano becomes unavailable, NADSA warrants to inform the Hirer at the earliest possible date.

2.3 NADSA undertakes to use its best endeavours to encourage the contractors to adhere to the anticipated times of delivery, tuning and collection of the Piano but will not be liable, under any circumstances, for any delay in delivering, tuning or collecting the Piano.

2.4 Except in respect of any wilful act or omission by NADSA and except as provided by statute, NADSA 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, or as a result of the actions of NADSA.

2.5 In no event shall NADSA be liable for any consequential damages or other indirect loss, howsoever arising, including but not limited to, loss of business, income, profits, or other commercial or financial losses.

2.6 The Hirer warrants to NADSA, for the purpose of the Agreement and any insurance provision entered into pursuant to Condition 3, the accuracy of any information given to NADSA and agrees that the Hirer shall be liable to NADSA for any cost, howsoever incurred by NADSA, as a result of any inaccuracy in such information.

3 INSURANCE

3.1 NADSA shall, at cost to the Hirer, extend its insurance of the Piano to cover the time it is in the possession of the Hirer. Such insurance shall be on a comprehensive basis and without excess to the full replacement value of the Piano against loss or damage by accident, fire and theft.

3.2 The Hirer shall indemnify NADSA against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought against it in relation to the Piano or its use which are not recoverable under the policy of insurance.

4 OBLIGATIONS OF THE HIRER

The Hirer shall:-

4.1 be fully responsible for any loss thereof or damage to the Piano whilst in the Hirer's possession howsoever occasioned. The Hirer shall, without delay, notify NADSA of any loss or damage to the Piano and shall co-operate in any insurance claim consequently made by NADSA.

4.2 ensure that without the written consent of NADSA, the Piano is not moved, tuned or worked on by persons other than the designated contractors or by such other persons as previously agreed in writing by NADSA.

4.3 ensure that the Piano is not exposed to any conditions or elements which are likely to cause damage or used outdoors.

4.4 make timely payment to NADSA of its agreed fee.

4.5 acknowledge that the contracts for transport and piano tuning are between the Hirer and the contractors and that NADSA has no obligation or responsibility to the Hirer for the actions or otherwise of contractors.

5 TERMINATION

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