



APPLICATION FORM FOR INSTRUMENT LOAN

Please read the Conditions of Loan accompanying this form carefully before completing this form

A APPLICANT DETAILS

Name of applicant _____

Date of Birth _____

Permanent address _____

Tel. _____

Mobile _____

Email _____

Term address (if different) _____

B PARENT(S), GUARDIAN OR OTHER GUARANTOR DETAILS

If the borrower's family is not resident in the UK an alternative UK guarantor MUST be given, see note 2e.

Name of parent(s), guardian(s) or guarantor _____

Permanent address _____

Tel. (day) _____

Tel. (eve) _____

Mobile _____

Email _____

Occupation(s) _____

C INSTRUMENT DETAILS

What is your present instrument? _____

Make? _____ Size? _____ Approx. insurance value _____

What instrument would you like to borrow? _____ Size _____

Do you need a bow? _____ Approx. insurance value of your current bow _____

D EDUCATIONAL DETAILS

Name and address of school/college/university _____

NAME AND ADDRESS OF INSTRUMENT TEACHER

from whom a letter of reference **MUST** be sent

Email _____

Tel. _____

How did you hear about the Loan Scheme?

Please state the gross annual income of your family £_____
(see Applications, paragraphs b and c.)

N.B. Applications will not be processed unless gross annual income is declared (this includes benefits) and a letter of reference from the teacher of the instrument is received.

In making this application and signing this form:

1. We certify that the information given is true and correct and that we have read, and accept, the Conditions of Loan; and
2. We consent to having our details held on record and only being used in relation to the Scheme's activities.

Signed (Applicant) _____ Date _____

Signed (Parent/Guardian or other Guarantor) _____ Date _____

Please return this form, marking the envelope CONFIDENTIAL, together with your letter of reference to:

**Applications
Benslow Musical Instrument Loan Scheme
Little Benslow Hills
Benslow Lane
Hitchin
Hertfordshire
SG4 9RB**

Tel: (01462) 420748 Fax: (01462) 440171

Email: loanscheme@benslow.org

Web: www.benslow.org

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Registered Charity No. 313755, VAT Reg. No. 839 9251 89

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CONDITIONS OF LOAN (Edition 2008)

1. Definitions

'Conditions' means these conditions of loan.

'Deposit' means a refundable sum of £100 paid by the Borrower/Guarantor to be held by the Trustees until completion of the loan.

'Annual Loan Charge' means the annual sum payable by the Borrower during the agreed period of the loan, for the loan of the Instrument/Bow. The Annual Loan Charge may be changed in accordance with Clause 6.

2. Deposit and Annual Loan Charge

(a) The Borrower has paid the Deposit to the Trustees, and the Trustees acknowledge receipt.

(b) During the period of one month from the date of the Agreement of Loan, the Borrower may return the Instrument/Bow, if it is found to be unsuitable. In this event, the Trustees will refund the Deposit, provided the Instrument is returned in good condition.

(c) If the Instrument/Bow is not returned within this first month, the first Annual Loan Charge becomes due and payable and the Trustees will invoice the Borrower accordingly. The Annual Loan Charge may be paid, at the Guarantor's option, either annually, or by ten equal monthly instalments via a Standing Order through the Guarantor's bank.

3. Bursaries

In cases of extreme hardship, a limited bursary fund is available to cover some of the annual charge. Priority is given to applicants demonstrating real financial need. The Trustees have a duty to ensure that instruments are being loaned on this principle and reserve the right to ask for substantiation of declared income. Only applicants whose total family income is less than £25,000 per year are eligible to apply for a bursary. All bursaries are reviewed annually. Please state separately if necessary, any other relevant information regarding financial commitments.

4. Duration of Loan

The Borrower will have the use of the Instrument/Bow for three years from the date of the Agreement of Loan, or until the termination of the Studies, or reaching the age of 25 years, whichever shall occur first, unless the Trustees exercise their rights under Clause 7, Clause 8 or Clause 14.

5. Annual Statements

The Borrower must return a statement each year to the Trustees, using a form provided by them, detailing the use and condition of the Instrument, the status of the Studies, and any change of the Borrower's or Guarantor's address, telephone number, or circumstances.

6. Annual Loan Charge

(a) The Annual Loan Charge, which also covers the cost of administration and insurance of the Instrument/Bow, reflects the insured value of the Instrument/Bow as determined from time to time by the Trustees.

(b) The Trustees reserve the right to vary the Annual Loan Charge to take account of any change in the insured value of the Instrument/Bow, but the Annual Loan Charge will not be less than £100 or more than £400 per year.

(c) Bows with an insured value of over £1,000, borrowed with an Instrument, will be the subject of a separate agreement.

Any bow borrowed without an Instrument will have its own agreement.

7. Consequences of Default

Non-payment of the Annual Loan Charge when due, discontinuation of the Studies, or failure to return the Annual Statement Form, sent to the Borrower by the Trustees, within two months of receipt of that form, or other breach of the Conditions, will be grounds for the Trustees to terminate this agreement and require the return of the Instrument/Bow.

8. Loan Extensions

(a) The period of loan may be extended annually (at the discretion of the Trustees), provided that the Borrower has complied with the Conditions and completes and returns an extension form, which will be sent by the Trustees shortly before the loan expires.

(b) The loan of an Instrument/Bow will not be extended where the Borrower has reached the age of 25 years and in no circumstances may the loan be extended beyond the end of a course of study approved by the Trustees.

(c) The Instrument/Bow will only be loaned during a gap year if a place for further education has been offered to the Borrower and written proof is sent to the Loan Scheme Administrator. A 'gap year' is deemed to be a period of twelve months between the end of school education and the start of a first degree. It does **not** apply after a first degree has been completed.

(d) If the loan is extended beyond three years, the Borrower may be required to have the Instrument/Bow checked by a consultant nominated by the Trustees.

9. End of Loan

- (a) Upon completion of the agreed period of loan, or if the Instrument/Bow is no longer required, or where the Trustees require the return of the Instrument/Bow under Clause 7 or Clause 14, the Borrower or the Guarantor will, at his/her own expense and risk, return the Instrument/Bow **in person** to the registered address of the Trustees, together with its case.
- (b) If the Borrower does not return the Instrument/Bow within 30 days of the due date, the Guarantor will be required to pay a proportionate part of the Annual Loan Charge for each outstanding month, plus any additional costs of recovery.

10. Withholding of the Deposit

- (a) If the Instrument/Bow is not returned in good condition and within the time limits specified in the Conditions at the termination of the loan, the Trustees may at their absolute discretion withhold all or part of the Deposit to defray the cost of repairs and any charges payable by reason of the late return of the Instrument/Bow.
- (b) If any repairs are a consequence of damage or neglect by the Borrower, either during the loan, or at its end, the Trustees may also make a further charge to recover any additional costs.

11. Care of the Instrument/Bow

- (a) The Borrower will keep the Instrument/Bow safe and in good condition, complying with any regulations issued by the Trustees (or their Insurers) for the care of the Instrument/Bow.
- (b) New strings and bow re-hairs must be carried out at the Borrower's own expense.
- (c) Accidental damage, any serious deterioration in the condition of the Instrument/Bow or case, or other repairs needed, must be reported promptly to the Loan Scheme Administrator, who will then advise on and, if appropriate, authorise any necessary repairs. Repairs may only be carried out by a repairer recognised by the Trustees, after they have accepted an estimate.
- (d) No changes may be made to the structure of the Instrument/Bow or to its fittings, without prior written permission from the Loan Scheme Administrator.
- (e) Each Instrument will be lent with a case which must be returned with the Instrument.

12. Insurance

The Trustees will keep the Instrument/Bow insured as to fire, loss, theft and accidental damage.

13. Loss or theft and Indemnity

- (a) The Borrower will report the loss or theft of the Instrument/Bow to both the Trustees and the nearest Police Station as soon as possible. The Trustees will then inform their Insurers.**
- (b) Failure to report loss or theft will entitle the Trustees to be indemnified by the Borrower so that the Borrower will be entirely responsible for the insured cost of the Instrument/Bow and for any necessary costs incurred by the Trustees in dealing with police and Insurers.**

14. Instrument Recall

- (a) The Trustees reserve the right at any time during the loan period, upon reasonable notice, to recall the Instrument/Bow.
- (b) Upon the Instrument being returned to the Trustees by the Borrower/Guarantor, the Agreement of Loan shall end and the Trustees will refund any excess payments that may have already been made, provided the Instrument/Bow is returned in good condition.
- (c) The Trustees may, in their absolute discretion, loan an alternative instrument, on conditions as near to the Conditions as reasonably possible.

15. Foreign Travel

- (a) The Instrument/Bow may only be taken out of the UK as part of an organised Orchestral Tour.
- (b) In **all** other circumstances, prior approval must be obtained in writing from the Loan Scheme Administrator.
- (c) No Instrument/Bow may be placed in the hold of an aircraft.

16. Guarantor's Obligations

- (a) The Guarantor, by signing an Agreement of Instrument Loan:
1. Undertakes to ensure that the Borrower complies with the Conditions, and
 2. Indemnifies the Trustees against any loss incurred as a result of the Borrower failing to comply.
- (b) The Guarantor's obligations remain in force even if the Trustees give the Borrower extra time to comply with an obligation, or do not insist on strict compliance with the Conditions, or the Borrower reaches the age of 18.

17. Contact with Owner of the Instrument/Bow

If the Instrument/Bow is not owned by the Trustees, the Borrower is expected to maintain contact, either by letter or Email, with the owner of the Instrument/Bow, at least once a year for the duration of the loan. The Loan Scheme Administrator will supply the Borrower with appropriate contact details.

18. Clause Headings and Bold Type

Clause headings and bold type used in the Conditions are for convenience purposes only and shall not affect their interpretation.