



BaSH User Terms and Conditions

To participate in the music lending scheme, Band Sharing Hub (hereafter BaSH), bands (hereby referred to as the users) must agree to the following terms and conditions. Failure to comply may result in the user no longer being able to participate in any activities/schemes offered by the UniBrass Foundation, including, but not limited to, the University Brass Band Contest, as well as forfeiting the music guarantee the UniBrass Foundation offer detailed below:

1. The scheme is open to any university brass band that is registered with UniBrass, as defined in the UniBrass Foundation constitution. The User confirms they fit this description.
2. The user agrees to allow the UniBrass Foundation to act as a librarian for all music (in any/all forms) volunteered to participate in the scheme.
3. The user agrees to follow all UK law in full, including, but not limited to, UK copyright law (as detailed at <http://www.legislation.gov.uk/ukpga/1988/48/contents>). The user agrees to take full legal responsibility for their actions whilst using the service, and absolve the UniBrass Foundation of all legal responsibility.
4. The user understands that any request made by the UniBrass Foundation with regards to the organisation and operation of the scheme must be complied with in full.
5. The user accepts that the UniBrass Foundation can change or withdraw any aspect of the scheme without prior notice.
6. The user agrees to fill out all paperwork, whether physical or online, promptly.
7. When *lending* music, the user understands that:
 - a. The UniBrass Foundation does not and will not store or transport any music in any form.
 - b. The music remains the sole property of the lender.
 - c. If another user requests to borrow a piece of music, the lender does not have to accept.
 - d. Evidence of the state of sheet music prior to lending must be provided.
 - e. The lender will pay for postage of the music to the borrower at the start of the loan, and the borrower will pay for the postage to return the music at the end of the loan.
 - f. Proof of delivery of the music must be provided.
 - g. The UniBrass Foundation will insure the loaned music, up to a maximum value decided by the UniBrass Foundation (currently set at £100), against damage/loss

by the borrower, assuming all terms and conditions are followed in full, and that the music is available for replacement at the time of the loan.

- h. The UniBrass Foundation will be responsible for maintenance of the library website, keeping the information of the library up to date is the responsibility of the user.
8. When *borrowing* music, the user understands that:
 - a. The music remains the sole property of the lender.
 - b. Discrepancies on the reported state of the music must be recorded within 48 hours of arrival.
 - c. Music must be treated with utmost respect, and returned in the same state as it arrived.
 - d. The lender will pay for postage of the music to the borrower at the start of the loan, and the borrower will pay for the postage to return the music at the end of the loan.
 - e. Proof of return of the music must be provided.
 - f. If the UniBrass Foundation deems the music to have been damaged/lost whilst in the borrower's possession the borrower agrees to pay the UniBrass Foundation an amount not in excess of the price of replacement (which could include shipping costs), plus any administrative charges incurred due to its replacement.
9. If a piece of music is not available in the library, the user may make a request to the UniBrass Foundation for this piece to be purchased. If approved, the piece will then be placed in the care of the user (for the purposes of the music lending scheme) whilst remaining the property of the UniBrass Foundation. All decisions remain entirely at the discretion of the UniBrass Foundation.
10. The user understands that their band and members thereof may not be allowed to participate in the University Brass Band Championship, or any other UniBrass Foundation event, whilst they have any outstanding debt with the UniBrass Foundation.
11. The user understands that the UniBrass Foundation is a registered charity in England and Wales (reg. No. 1159359), and any monies acquired through subscription to the scheme will be used to cover the costs of the scheme and further the charities objectives.
12. The user agrees to participate in the spirit of the scheme, this includes but is not limited to, having music available to be borrowed on the catalogue and accepting borrowing requests unless there is a reason not to, for example, because the user is currently playing the piece of music.