

## Terms & conditions: orchestral, choral, play and other sets

These terms and conditions apply to groups borrowing orchestral, choral, play and other performance sets. Separate terms and conditions apply (see the NewSPAL website) for the borrowing by individuals of other items from the collection (for example, miniature and full scores, single vocal scores, chamber music parts (trios, quartets etc), solo instrumental and vocal music and books about the performing arts).

### Eligibility

- 1 The NewSPAL collection is available for loan to registered user groups with an active account, anywhere in the UK. Individual Members are not normally able to borrow sets. In exceptional cases, with the prior agreement of the Library Manager, an ad hoc group may be permitted to register to borrow sets. By way of example, the organiser of a group coming together for an organised one-off event (such as a "come and sing" day or a short orchestral course) may (in consultation with the Library Manager) be permitted to borrow sets for that specific purpose. You will need to designate a group name in order to complete the registration process.

### Registration for membership

- 1 User groups must register on our system at [www.newspal.org.uk](http://www.newspal.org.uk).
- 2 For all groups there is an initial one-off fee payable on registration. Once registered a group may borrow sets on a "pay as you go" basis. Current rates for these and all other charges are listed on our website and are subject to periodic change at the sole discretion of NewSPAL. Any such changes will be notified to registered groups by email and will take effect immediately (without prejudices to sets out on loan or reserved and paid for).
- 3 When the registration fee has been paid, and proof of existence and address (or other evidence satisfactory to the Library Manager) has been verified, your group account will be activated.
- 4 You can specify one or two authorised representatives (we recommend specifying two since NewSPAL will only be able to accept instructions from an authorised representative). Once activated your group's authorised representatives will be able to reserve and pay for sets online through the NewSPAL website.

### Maintaining your membership; group authorised representative(s)

- 1 The first (or only) named authorised representative of your group (the **primary contact**) has primary responsibility for the group's relationship with NewSPAL. It is the responsibility of the primary contact to keep the group account details up to date (which can be done online), and to ensure compliance with these terms and conditions. This includes:
  - a. keeping your account details safe and up to date;
  - b. ensuring that all charges are paid;

- c. making sure that items on loan to the group are treated carefully and returned complete and in good condition; and
  - d. replacing any damaged or missing items prior to return.
- 2 A second named authorised representative (the **secondary contact**) can be added to the group account at any time so that they can order, request, and pay for sets for the group. The **primary contact** is responsible for adding or deleting the other authorised representative's details and keeping these up to date via their account.
  - 3 Your group's account will lapse if at any time there is not at least one named authorised representative with up-to-date contact details on your account.
  - 4 If you need to change the name or address of the primary contact this should be done through your online account. No further loans may be issued until the primary contact's address has been verified by library staff.

### Borrowing sets

- 1 You can order online remotely at any time or, if necessary, by using the customer online terminal in the library during the library public opening hours. All sets ordered through your group account online must be paid for in accordance with paragraph 6 below.
- 2 You may place orders up to twelve months in advance. Normally we ask you to give at least 28 days' notice. If less notice is given, an additional fee may be charged, the exact cost being stated on our website at [www.newspal.org.uk/sets-hire-information.html](http://www.newspal.org.uk/sets-hire-information.html) We will make every reasonable effort to fulfil your order, but we cannot guarantee to do so.
- 3 Pre-ordered sets will be ready for collection/despatched for delivery on the start date of the loan. Sets for collection should normally be collected by (or will be delivered by courier to) the primary or secondary contact (as specified by you). If you want any other person to collect your sets, that arrangement will need to be confirmed with the Library Manager in advance by one of your authorised representatives. In no circumstances will sets be handed over to, or delivered, to anyone other than your primary or secondary contact without prior written agreement.
- 4 Sets for collection in person can be collected during NewSPAL's normal opening hours. The opening hours are shown on the website. If you request delivery of sets by courier, these will be sent to the primary contact's address unless the primary or secondary contact agrees an alternative with the Library Manager in advance. You will be responsible for ensuring that sets can be safely delivered by our courier company (normally DHL) and that there is someone available to acknowledge receipt.
- 5 If you choose delivery by courier instead of collection, the start date of the loan is the date of despatch from NewSPAL, not the date of arrival with you. It is your responsibility to ensure adequate time for delivery (normally at least three working days before you need the sets). Courier charges vary according to the bulk of the packages sent and may also vary from time to time. You will be responsible for the full cost of couriating sets to you and returning them to NewSPAL (this cost will be notified to you at the time you have to pay your borrowing charges). Estimated courier charges (for general guidance only) are available at [www.newspal.org.uk/sets-hire-information.html](http://www.newspal.org.uk/sets-hire-information.html)
- 6 All charges must be paid within 14 days. Hire fees must be paid prior to despatch/collection. If ordered or borrowed less than 28 days before the date for collection/despatch, at the time of ordering. If payment in full has not been received by the due date, NewSPAL reserves the right

to lend the sets to other users and will not be responsible for any incidental losses incurred by your group by reason of your failing to pay in time.

- 7 You may cancel any advance reservation order at any time up to 28 days before the reserved date for collection/despatch. After that time, the cancellation charge is one month's hire charge for each previously ordered set so cancelled and, until that amount is paid, your account will be suspended and you will not be able to reserve or borrow any further sets. Orders cancelled between three months and 28 days before the reserved date will be subject to a cancellation charge equivalent to 10% of the hire fee for the cancelled item (for the duration of the originally requested loan period).
- 8 Your group may have a maximum of 15 confirmed orders at any one time (whether on loan or pending). Vocal sets are subject to a minimum order of 10 items per set.
- 9 If you wish to visit the library and borrow sets (up to a maximum of 3 sets on the same day) that may be possible but you should be aware that availability is determined by our online library management system and not by whether items are on the shelves at the time you visit the library. Items that are on the shelves at the time of your visit may already have been pre-ordered by another group. In order to borrow in person on the day of your visit, you will need to:
  - a. be a primary or secondary contact for a registered group that is up to date on payments;
  - b. check availability through your online account to ensure that the materials are available throughout your desired loan period;
  - c. bring identification with you; and
  - d. pay in full.
- 10 Where more than 3 sets are required, or where you need specific items (for example, a particular edition) and cannot accept a substitute, you should order in advance.
- 11 In some circumstances items not in stock may be purchased by NewSPAL and made available to user groups. Suggestions can be made by emailing us but this decision will be at the sole discretion of NewSPAL.

### **Payments**

All payments must be made by debit or credit card online via a Payment request email linked to WorldPay.com. This is to ensure that your payment can be automatically reconciled to your account in the library management system. We regret that payments cannot be made by cash, cheque or bank transfer.

### **Care of borrowed items**

- 1 Groups must check the condition and number of items on receipt and notify NewSPAL within 5 working days of receipt of any discrepancy. Any missing or damaged items not notified within this timescale will become your responsibility.
- 2 Groups must ensure that borrowed items are maintained in good condition.

### **Return of borrowed items**

- 1 All items must be returned in the same condition as that in which they were borrowed. In particular:
  - a. any pencil markings must be minimal, delicate, and carefully removed;
  - b. all items must be returned;
  - c. orchestral sets must be returned with all parts in running order;
  - d. returned sets must be carefully packaged in the same or equivalent packing materials unless handed over in person (and checked back into the library management system by library staff) during the library's public opening hours.
- 2 All sets not returned in person during the library's public opening hours must be properly sealed in their original (or equivalent) packaging with the supplied returns label attached to the exterior. You (and not NewSPAL) will be liable for any additional charges that may arise from failure to comply with this requirement. If NewSPAL's courier service is used groups will not be responsible for any failure on the part of the courier provided the group has taken all reasonable care to ensure that returned items are properly packaged, addressed and made available for collection by the courier service at all reasonable times.
- 3 The end of the loan period will be the 'due date' and all sets (with all parts included) must be received at NewSPAL by no later than the end of business on this date. If the due date is not a public opening day, sets should be returned on a library opening day before the due date or (at the latest) on the first library opening day after the due date. NewSPAL is completely independent of Surrey Libraries and so in no circumstances should items be left with Surrey Libraries staff or deposited in any Surrey Libraries returns box. All items must be returned to NewSPAL.
- 4 As soon as possible after the return of sets (and normally within 5 working days), NewSPAL will check them for completeness and condition and, if these are confirmed, will mark them as returned in your group's account. If the set is incomplete or items have been returned in an unacceptable condition, NewSPAL will contact your primary contact as soon as possible to explain what is missing or in unacceptable condition. It is your responsibility, in consultation with the library staff, to rectify or resolve the problem and your loan will not be considered to have concluded until the problem is resolved. As described in paragraphs 6, 7 and 8 below, extra charges will apply for sets returned incomplete or items returned in an unacceptable condition and, until these are paid in full, you will not be able to reserve or borrow any other sets from NewSPAL.
- 5 All items remain on loan until received back at NewSPAL. Unless and until written notification is received by NewSPAL, any lost, missing or damaged items will be identified on your account as outstanding loans and therefore subject to continued hire charges.
- 6 Unless you are able to promptly replace a lost, missing or damaged item (which must be a new or equivalent condition item of the same edition) NewSPAL reserves the right to charge you for the cost of replacing the item concerned. If an individual part cannot be replaced, it may be necessary for NewSPAL to buy (if possible) a replacement set (in order to meet orders from other groups). The full cost of replacement items or (where relevant) sets will be a liability of your group.
- 7 Any set or part set outstanding 14 days after the due date will be charged at the normal loan rate for the set, plus a surcharge of 20% until the set has been returned complete and in acceptable condition.

- 8 If any items are still outstanding 28 days after the due date a replacement charge for each unreturned item will be applied to the group's account along with a standard administration charge.
- 9 Accounts with overdue items or outstanding charges will be blocked from making further orders or requests and pending loans will not be processed until the account is clear of any outstanding charges.

### **Cancellation and refunds**

- 1 NewSPAL will use all reasonable efforts to provide sets on time and in reasonable condition. In certain circumstances (for example, the failure of another group to return sets on time) this may not be possible. NewSPAL can accept no responsibility for failing to supply ordered items due to any circumstances beyond its control and will not be responsible for any costs incurred by registered groups in ordering items from other sources. We will however do as much as reasonably possible to ensure that all ordered items are delivered in accordance with group requests.
- 2 Cancellation charges are payable for orders cancelled less than three months before the reserved date for collection/delivery as set out in paragraph 7 of "Borrowing sets" above.
- 3 Hire charges already paid when an order is cancelled will be refunded by means of a credit to the user group's account (less any applicable cancellation charges).

### **Performance, royalties and copyright**

- 1 Sets on loan from NewSPAL are not necessarily released for amateur performance. In your own interest you are advised to apply to the publisher before committing yourself to a production. Similarly, royalty payments are usually payable on any music or play performed publicly and we strongly advise you to contact the publisher or the Performing Right Society (PRS for Music) at an early stage to establish what payments you may be required to make in order to comply with the law.
- 2 Groups are reminded that all unauthorised copies are illegal, whether made by machine or by hand.

### **Data protection & personal information**

- 1 NewSPAL is committed to keeping the personal details of its users private and secure. Information is collected and stored in accordance with applicable data protection regulations.
- 2 Personal information about primary and secondary contacts of user groups will only be used for the purpose of enabling NewSPAL to provide and develop its service to borrowers. Personal information will never be shared with third parties.

### **Notification of changes; contractual nature of loans**

- 1 NewSPAL reserves the right to make changes to these terms and conditions from time to time as it sees fit. Any such changes shall take effect immediately (without prejudice to any orders which have been made and paid for prior to such change taking effect).
- 2 Users of, and visitors to, NewSPAL's website and catalogues acknowledge their acceptance of and agreement to these terms and conditions and understand that any loans made using this

service are made in accordance with these terms and conditions and represent contractual commitments enforceable at law.

- 3 Any changes made to these terms and conditions will be communicated to registered users by email.