

Centre Céramique

TERMS AND CONDITIONS

Applicable to musical instrument rental on behalf of Elisabeth and Frans Stump Foundation May 2026

Article 1

These conditions apply to rental agreements entered into between *De Stichting Elisabeth en Frans Stump* (Elisabeth and Frans Stump Foundation) and renters of musical instruments, whether or not entered into via the municipality of Maastricht and, in terms of administration, implemented by the staff of Centre Céramique (CC), as well as instruments owned by the municipality.

Article 2

The agreement for the rental of an instrument is entered into for the duration of one course year. A course year runs from 1 September to 31 August of the following year. Mutual authority applies for early cancellation each calendar month provided this is done in writing (via email sent to verhuurservice@maastricht.nl) and a one-month notice period is observed. In the event of a premature termination of the course, this agreement will also lapse, and the instrument must be returned unless the student can continue the course with another authorised instructor under the same conditions.

Article 3

The rental price due must be paid within 30 days of receipt of the invoice. In the event of non-payment or late payment, the renter will be in default without further notice of this being required, collection fees may be charged and/or other legal measures may be taken to ensure the return of the instrument.

Article 4

Upon early termination of the agreement as set out in Article 2, a (partial) refund of the rental amount paid is possible provided the instrument is returned in good condition immediately after termination.

Article 5

Under penalty of the immediate termination of this rental agreement, the renter is not permitted to give the instrument to third parties for rent, sublet, safekeeping or use.

Article 6

- a) Upon signing the contract, renter affirms to have received the instrument in good condition and to have taken note of these TERMS AND CONDITIONS.
- b) Renter undertakes to maintain the instrument properly according to the maintenance instructions provided.
- c) Upon termination of the agreement, the renter must personally return the instrument in good, undamaged condition to CC's caretaker.

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- d) Any necessary repairs and maintenance will be the lessor's responsibility and must be carried out on behalf of/at the expense of Stump.
This does not apply to the standard, ongoing daily maintenance such as the replacement of reeds, strings, bow hairing, etc. which are a result of daily use. These are at the renter's expense and must be carried out by the renter. The renter undertakes to immediately report all damage to the lessor which arises during the rental period of the instrument.
- e) If the damages are a result of improper use either caused by the renter or falling under their responsibility (at the lessor's discretion), the repair/replacement costs will be borne by the renter and must be paid upon first request.
- f) Any new parts fitted by the renter may not be removed upon termination of the rental agreement and must remain attached to the instrument.
- g) Renter is obliged to notify CC immediately of any change in address.

Article 7

Any costs incurred in recovering rent and any repair costs due will be borne by the renter.

Article 8

Decisions regarding any situation not provided for in this agreement will be taken by the lessor's board of directors.

Article 9

Any deposit paid will be refunded as soon as possible after the instrument is returned, provided the instrument is returned in good condition and the renter has fulfilled all other obligations.

Article 10

In the event the instrument is not returned by the end date of the agreement, the renter remains obliged to continue to pay the amount previously indicated as rent from that moment onwards, to be designated as compensation for damages, until the instrument is returned, plus collection and additional administration fees as needed. In the event that it becomes necessary for the lessor to take legal action against the renter and no correct address details are known, renter further authorises lessor to request information from the municipality's civil affairs department of the renter's last known registration, in waiving protection provisions under privacy laws.