

## Terms & conditions applicable to individual members

These terms and conditions apply to individual members borrowing any type of music (other than orchestral, choral and other sets) and books. Separate terms and conditions apply (see the NewSPAL website) for the borrowing by (or on behalf of) groups of orchestral, choral, play and other sets.

### Eligibility

Items in the NewSPAL collection which are not part of the performance sets collection are available to borrow. These include: miniature and full scores, single vocal scores, chamber music parts (trios, quartets etc), solo instrumental and vocal music and books about the performing arts. Any individual anywhere in the UK may register for an account in order to borrow these items. However it should be noted that items must be collected from, and returned to, NewSPAL - the library is not currently able to send these items to registered borrowers by post or courier.

### Registration for membership

- 1 Individual must register as subscribing members on our system at [www.newspal.org.uk](http://www.newspal.org.uk).
- 2 In order to borrow, individual subscribing members must pay an annual subscription. The current subscription (and eligibility for concessions) and other charges are listed on our website at [www.newspal.org.uk](http://www.newspal.org.uk) and are subject to periodic change at the sole discretion of NewSPAL.
- 3 When your annual subscription has been paid, and proof of address has been verified, your individual subscribing member account will be activated. You will be issued with a membership card which must be collected in person from the library once your account has been activated.
- 4 Only an individual subscribing member whose annual subscription has been paid may borrow items from the NewSPAL collection. Orchestral, choral and drama sets cannot be borrowed by individuals but only by registered groups. Individuals wanting to borrow sets for ad hoc events or informal groups should discuss this with the Library Manager.

### Maintaining your membership

It is your responsibility to keep your account details up to date (which can be done on-line). By borrowing items from the NewSPAL collection you are agreeing to comply with these terms and conditions. This includes:

- a. keeping your account details safe and up to date;
- b. ensuring that all charges (for example, late return charges) are paid;

- c. making sure that items you borrow are treated carefully and returned complete and in good condition; and
- d. replacing any damaged or missing items prior to return.

### **Borrowing items**

- 1 All items to be borrowed can only be collected from, and must be returned to, NewSPAL during NewSPAL's public opening hours (see [www.newspal.org.uk](http://www.newspal.org.uk) for current opening times). NewSPAL is not part of Surrey Libraries and items cannot be delivered or returned through Surrey Libraries. You must present your library card whenever you wish to borrow items.
- 2 You can borrow up to 8 items at any one time. If you have more than 8 items out on loan you will not be able to borrow any additional items until outstanding items on loan are returned.
- 3 You can reserve items in advance through NewSPAL's website. Unless renewed, items must be returned within 21 days of being borrowed. If another member has reserved the same item, it may not be possible to renew your loan and you must return the item within the original 21 day loan period (or any subsequent renewal period).
- 4 In exceptional cases (which must be agreed in advance with the library staff) it may be possible to borrow a larger number of items of chamber music for a defined short period (without the possibility of renewal), for example if you are borrowing music for an organised chamber music playing day or weekend. There may be an administrative charge for such exceptional loans. Please contact the Library Manager if you wish to request such an exceptional loan. Agreeing to such exceptional arrangements is entirely within the discretion of NewSPAL.

### **Care of borrowed items**

- 1 You should check the condition of items when you borrow them and notify NewSPAL staff of any damage (other than normal wear and tear) before you remove them from the library. There will be a presumption that any item borrowed is in reasonable condition when it is borrowed unless you have drawn the librarian's attention to any defect or damage.
- 2 You must ensure that borrowed items are kept safe and are maintained in good condition.

### **Return of borrowed items**

- 1 All items must be returned in substantially 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. chamber music sets must be returned with all parts in running order;
  - d. chamber music sets which are lent in covers or folders must be returned in the same cover or folder.
- 2 The end of the original loan period (or any subsequent renewal) will be the 'due date' and all items (in the case of chamber music sets, with all parts included) must be received by NewSPAL by no later than the end of business on this date. If the due date is not a day on which NewSPAL is open to the public, you must return items on a NewSPAL opening day before the end of the loan period or (at the very latest) the first NewSPAL opening day after the due date. Items must be returned to the NewSPAL reception desk and handed over to a member of NewSPAL's staff. NewSPAL is completely independent of Surrey Libraries. Accordingly, under no circumstances should items be deposited in the Surrey Libraries returns box or left with Surrey Libraries staff - all items must be returned to NewSPAL.
  - 3 If a chamber music set is incomplete or items have been returned in an unacceptable condition, NewSPAL staff will explain that to you. 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 5, 6 and 7 below, extra charges will apply to items returned late, incomplete or in an unacceptable condition and, until these charges are paid in full, you will not be able to reserve or borrow any other items from NewSPAL.
  - 4 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.
  - 5 Unless you are able to promptly replace a lost, missing or damaged item (which replacement must be new or in equivalent condition and of the same edition) NewSPAL reserves the right to charge you for the cost of replacing the item concerned. If (in the case of a chamber music set) an individual part cannot be replaced, it may be necessary for NewSPAL to buy (if possible) a replacement set (in order to meet other reservations). The full cost of replacement items or (where relevant) sets will be your liability.
  - 6 Any item (including any part missing from a chamber music set) outstanding 14 days after the due date will be subject to a late return charge until the missing item has been returned complete and in acceptable condition.
  - 7 If any item is still outstanding 28 days after the due date a replacement charge for each unreturned item will be applied to your account along with a standard administration charge and you will not be able to borrow any further items until these amounts have been paid in full.

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

- 1 Music (including chamber music sets) on loan from NewSPAL are not necessarily released for public performance. In your own interest you are advised to apply to the publisher before committing yourself to a public performance. Similarly, royalty

payments are usually payable on any music 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 You 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 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 loans which have already been made 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.