

Approved on 9 January 2023
(valid retroactively from 1 January 2023)
by Rector's Directive No. 1-14/1

ESTONIAN ACADEMY OF MUSIC AND THEATRE
PROCEDURE FOR BORROWING MUSICAL INSTRUMENTS

I General provisions

1. The musical instrument library of the Estonian Academy of Music and Theatre (hereinafter: the Academy) consists of string and wind instruments, accordions, bows and accessories (hereinafter: instruments), which belong to the Academy.
2. The main purpose of the instruments in the Academy's instrument library is to support student studies and professional development.
3. The following have the right to borrow instruments:
 - students matriculated in the Academy until the end of the study period (including during summer breaks between study levels); the instruments must be returned no later than on 1 July after graduation;
 - exchange students studying at the Academy until the end of their exchange student status;
 - students on academic leave subject to the decision of the head of the unit.
4. The administrative and finance director is responsible for the instrument library. The heads of academic units advise the administrative and finance director on the development of the instrument library.
5. The administrator of the instrument library manages the instrument library and the lending of instruments.
6. The list of instruments that can be borrowed from the instrument library, including the lending deadlines and the names of the borrowers, is available to students and academic staff on the Academy's intranet.

II Categories of instruments

7. The instruments in the instrument library are divided into two categories:
 - Category A instruments, which are lent to students with the written consent of the head of the academic unit ([Annex 1](#));
 - Category B instruments, which students can freely borrow to participate in studies and for independent practice.

III Rental agreement, rental prices and deposit

8. The instruments and accessories in the instrument library are lent out on the basis of a rental agreement ([Annex 2](#)). The administrator of the instrument library has the right to represent the Academy when signing such agreements.
9. A rental agreement can be concluded for a period of up to one year.
10. At the end of the rental agreement, the borrower must return the instrument to the administrator of the instrument library. In the case of category A instruments, the administrator of the instrument library orders an expert to assess the condition of the instrument within one month. For other instruments, the administrator of the instrument library decides on the need for expert assessment together with the head of the academic unit.
11. The rental agreement is deemed to have ended if, as a result of the expert assessment or visual inspection, the condition of the instrument is recognised as meeting the terms of the

agreement.

12. If the borrower refuses to return a library instrument to the Academy after the end of the rental agreement, the Academy will take all legal measures to recover the instrument.

13. If a person referred to in clause 3 above continues to have the right to borrow the Academy's instruments at the end of the rental agreement in accordance with this procedure, they will have the preferential right to repeatedly borrow the category B instrument they are using. Category A instruments can be borrowed repeatedly with the consent of the head of the unit.

14. The annual rental price of instruments is 1% (sums are rounded to whole euros) of the instrument's market value, which is fixed in the instrument library database by the decision of the evaluation committee, but not less than 10 euros per calendar month. In the case of a rental period shorter than a year, the rental price is calculated as a proportion of the annual rental price.

15. When lending instruments exceptionally to persons not referred to in clause 3 above, an agreement is signed depending on the category of the instrument with the consent of the administrator of the instrument library, the head of the academic unit or the Rector's Office. In such a case, the rental price of the instrument is subject to agreement.

16. The rental amount specified in the rental agreement is paid in advance.

17. The instrument or accessory is handed out after signing the agreement and paying the rental invoice.

18. Upon signing the agreement, the borrower pays a deposit. The deposit guarantees the performance of the obligations under the rental agreement upon termination of the agreement.

19. The deposit for instruments is 3% (sums are rounded to whole euros) of the value of the instrument, but no more than 400 euros and no less than 100 euros.

20. The deposit is returned to the borrower after the end of the rental agreement (see clauses 10 and 11 above).

21. No interest is paid to the borrower on the deposit.

22. To participate in Academy projects and conduct pedagogical traineeship classes, a rental agreement is signed with the borrower for using the instrument free of charge.

23. Before borrowing an instrument, an initial agreement can be signed free of charge to test the suitability of the instrument for up to one week. For category A instruments, the written consent of the head of the unit is required.

IV The borrower's rights and obligations

24. A person referred to in clause 3 above has the right to borrow only those instruments that are related to their studies at the Academy (major and minor specialisations, orchestra, etc.).

25. A person referred to in clause 3 above has the right to borrow up to two different related instruments (for example, a violin and a viola) from the instrument library at the same time.

26. The borrower must cover the costs of minor repairs to the borrowed instrument and of supplying accessories (strings, hair, reeds etc.) in accordance with the rental agreement.

27. The borrower must return the borrowed instrument at least in the same condition in which they received it and fulfil the other obligations stipulated in the rental agreement.

28. If the borrower has the right to sign a lease agreement for several consecutive years, the borrower must cover the costs of the instrument's annual maintenance. Maintenance must be proven every year before a new agreement is signed.

29. If the borrower has violated the obligations assumed in the rental agreement, the Academy may demand the immediate return of the borrowed instrument and compensation for any damage caused.

30. In the case of the loss or destruction of the instrument, the borrower must compensate the value of the instrument in full according to the market price of the instrument, unless a separate insurance contract has been signed and the compensation paid out by the insurer for an insured event covers the damage caused to the Academy.

V The Lender's rights and obligations

31. The lender guarantees that the instrument is in a usable condition upon lending.

32. The lender reviews and arranges for the assessment of the market value of the instruments every four to five years and assigns categories to the instruments.