



Biblioteka Materiałów Orkiestrowych  
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## GENERAL BORROWING CONDITIONS FOR BIBLIOTEKA MATERIAŁÓW ORKIESTROWYCH PWM SA

1. Biblioteka Materiałów Orkiestrowych will only realise orders from institutions. Performance materials for hire are: full scores, piano reductions, orchestral parts, choral parts, solo parts and librettos.
2. Orders must be submitted on the Biblioteka Materiałów Orkiestrowych PWM SA official order form in person, by fax to +48 22 826 97 80, by e-mail [bmo@pwm.com.pl](mailto:bmo@pwm.com.pl) or by post to: Biblioteka Materiałów Orkiestrowych, ul. Fredry 8, 00-097 Warszawa. Orders should be stamped with the ordering institution's stamp and signed by an authorised person. The order form is available at [www.pwm.com.pl/wypożyczenia](http://www.pwm.com.pl/wypożyczenia) or in the BMO library.
3. Placing an order indicates the customer has read and accepts the BMO general conditions of loans.
4. Information about the planned performance of protected works from the PWM SA catalogue (bookmark 'aktualności – Kalendarium koncertów') will be announced on [www.pwm.com.pl](http://www.pwm.com.pl) on the basis of the orders placed.
5. On Polish territory, orders are sent by courier to the address shown, at BMO's cost (delivery deadline - up to two working days). Return of materials to BMO is at the customer's expense. The cost of all international shipments (to and from foreign suppliers) and any customs duties are borne by the customer.
6. BMO reserves the right to request a deposit for lending musical materials, which will be confirmed by the relevant document.
7. The borrower is obliged to check the received material supplied together with the specification (the number and type of material) immediately upon receipt and to notify any shortcomings or defects within 5 working days of receipt. Later complaints will not be considered.
8. Loaned material remains the property of BMO or publishers represented by PWM SA.
9. Borrowers may use performance materials solely for performance or other objectives set out in the order. Using materials in whole or in part for other purposes or for copying, digitising or reproduction regardless of the technology used is prohibited.
10. Performance materials may not be shared, transferred or used by any third party for any purpose either in whole or in part.
11. Any other use than that reported in the order are only possible after obtaining written consent of BMO under rigour of nullification. BMO reserves the right to charge an appropriate, separately agreed fee in this case.
12. The borrower is obliged to notify BMO of the manner in which borrowed materials were used, on their official form within 5 working days from the date notified in the order. The form is included with rented materials and can be sent to BMO by fax to +48 22 826 97 80 or mailed to the address [bmo@pwm.com.pl](mailto:bmo@pwm.com.pl)

13. All performances of a musical-dramatic nature (operas, ballets, musical staging), and any type of recording, synchronization, or other specific use of materials beyond normal regulations require an additional agreement.
14. An additional charge will be made for unauthorized use of materials.
15. Performance materials may be borrowed for 90 days before the scheduled performance at no extra charge, from the date of shipment of materials from BMO. Earlier hire is at additional cost.
16. Urgent orders, those requested for less than 5 working days, inclusive, before the date of delivery of scores of materials indicated in the agreement, will be charged additionally. This also applies to borrowing scores for inspection.
17. The borrower is responsible and bears the risk for performance material borrowed for the entire loan period, i.e. from the day of receipt until delivery to BMO.
18. Performance materials should be returned carefully packed, complete and in an unaltered condition within 7 days from the last performance for imported loans, and 30 days for loans from the collections of BMO, unless otherwise agreed in advance with BMO. The deciding date is the receipt of materials by BMO. Late return of materials is subject to an additional charge for retention of material.
19. Return of incomplete materials will be treated as retention of materials until after the full return or presentation of an invoice for the reported deficiencies.
20. The customer will pay all the replacement costs of performance materials lost or damaged during the rental. Performers' notes may only be delicately made in soft black pencil in a way that they are easy to remove without leaving traces. The fee for losing foreign materials borrowed is final and non-refundable.
21. Rentals are subject to a payment. Payments are on the basis of an invoice issued by BMO within 7 days from the date of service. The date of service shall be the date of dispatch of requested materials to the customer. Lending of inspection scores is free for the first 30 days.
22. Information about the cost of a loan will be granted only on request of the customer in writing within a maximum of 5 working days from receipt of the request by the BMO. In special cases, involving imported materials this may be extended to a maximum of 10 working days. Valuations are valid for 60 days from the date of creation. The customer is obliged to indicate the number of a valuation when placing an order.
23. At the request of BMO, the customer will provide two free tickets to any performance listed in the submitted order.
24. Due to the limited amount of material, BMO does not guarantee that orders placed less than 20 working days for domestic materials, and 30 days for materials imported from abroad, prior to the date of receipt of performance materials indicated in the order will be realised.
25. BMO defines time to prepare materials for concertos, oratorio-cantata and stage productions respectively at 3, 6 and 12 months before the date planned for premieres or first performance. Later ordering is possible in

agreement with PWM SA, but this may increase the fees for rental associated with the express realisation of materials.

26. Discounts for semi-professional performers may apply to pieces performed by school or student orchestras under the auspices of education activity, or by amateur groups
27. Rental fees for performance of works protected under the current law on copyright and related rights do not exempt borrowers from paying a separate fee for the so-called „małych praw” in the case of concert performances, or the „wielkich praw” for stage performances in favour of the collecting agency or PWM SA.
28. Works protected under the current law on copyright and related rights should be performed in full, according to the score, without any changes in text (as far as it appears in the piece), instrumentation or any other arrangements or versions. In particular, it is unacceptable to use a concert piece for a stage performances, without the prior written consent of BMO.