

Start Date :

Agreement No :

MUSICAL INSTRUMENT RENTAL AGREEMENT
A hire agreement regulated by the Consumer Credit Act 1974

The owners : Ackerman Music 70 Portland Road, Hove, East Sussex, BN3 5DL. Tel: 01273 702444 fax: 01273 702222

The Customer: Name:
Address:
Telephone:

The Student: Name:
School: Teacher:

Instrument: Serial No: Stock No.
Cash Price: £..... 3 months advance payment: £..... Monthly rental: £.....

The terms and conditions of this agreement are as follows: -

- 1. A payment equivalent to 3 months rental is payable in advance. Monthly rental start 3 months after the start date, and are taken by credit or debit card automatically until such time as this agreement is ended. This agreement will run for a maximum of 24 months.
- 2. You may end this agreement at any time, by returning the instrument in good condition. Monthly rental payments will then cease.
- 3. If you end this agreement within the first 3-month period, you may purchase the instrument at the cash price less your deposit.
- 4. On termination of this agreement, you may purchase the instrument for the cash price less 75% of all rental payments made, or you may purchase a different instrument, and we will deduct 50% of all rental payments made.
- 5. After 21 monthly payments, this agreement will end. You may then purchase the instrument for a nominal amount equal to one months rental.
- 6. You are responsible for any loss or damage, and must ensure the instrument is adequately insured. Loss or damage must be notified to us immediately. If the instrument is lost or stolen, the hirer will pay the owners the cash price less two-thirds of hire payments already made. We strongly recommend taking out our "peace of mind" cover.
- 7. If the instrument is returned in a damaged state, the hirer must pay the cost of repair or the depreciation.
- 8. The instrument is guaranteed for one year from the start of this agreement.. Any necessary repairs must be carried out by the owners, and paid for by the hirer, unless it is covered by the guarantee.
- 9. If the hirer defaults on any payment, or fails to comply with these terms and conditions, the owners may terminate this agreement by giving written notice to the hirer. In that event the instrument must be returned immediately.
- 10. You must inform us of any change in credit or debit card details used to pay the rentals, and also any change of address.

Your Rights. Important – Please read this carefully.

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not, the owners cannot enforce the agreement against you without a court order. If you would like to know more, you should contact your local Trading Standards department or your local Citizens Advice Bureau.

Signed on behalf of the owners
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This is a hire agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms. Under this agreement the goods do not become your property and you must not sell them.
Signature of customer:

INSURANCE We operate a special "peace of mind" protection, which covers you against loss or damage. There are no formalities or forms to complete, simply indicate below whether you wish to be covered. Please note there is a £25 excess.
Please add the premium of £1.50 to the rental fee every month . I will make my own arrangements to insure the instrument

CARD DETAILS

It is a condition of this rental agreement that authorisation for regular card payments are given in the section below. If we do not hear from you before the renewal date, we will automatically charge your card accordingly. If there is a problem we will make a prompt refund if necessary.

CARD NUMBER: ISSUE NUMBER (switch only):
VALID FROM: Security No. (3 digits)..... VALID TO:

I authorise Ackerman Music to charge the above account unspecified amounts when payments become due in respect of this rental agreement.

SIGNED: DATE:

- Fill in all red dotted sections.
- If there is no school or teacher, then leave this section blank. If the school is left blank (maybe you are an adult learner, for example), then write on the back of the form the address and phone number of your place of employment.
- Indicate whether you wish to have peace of mind cover or not. The cost of this is only £1.50 per month, and is taken from your card along with the rental.
- The security number is the last 3 digits above the signature strip.
- Return the form to us. We will fill in the rest and return a copy along with your instrument.
- Please note that we cannot accept Electron cards, as these cannot be processed by mail-order.
- If the instrument is sent to you, we will add on next day carriage costs of £7 for a flute, clarinet, oboe or piccolo; and £9 for anything larger.
- Make sure you let us know if the instrument needs to be delivered to a work address, or if you are only home on certain days, as delivery will need to be signed for.

PEACE OF MIND COVER

What we cover.

Ackerman Music (the company) will cover the hired instrument against accidental loss or damage anywhere in the United Kingdom, upon payment of the fee and in accordance with the terms and conditions shown below.

The company will repair a damaged instrument and put it back into good playing order where this is considered economically viable. When an instrument is considered a "write-off", or is lost or stolen, the company will replace it. If the model has been discontinued, the company will replace it with an equivalent model.

All instruments are covered by our normal one-year's guarantee against faulty materials or manufacture.

Terms and Conditions

- 1- Cover for any three-month period will only commence when the fee has been received. The instrument will then be covered for a period of 3 months which is then renewable until return or purchase of the instrument..
- 2- The hirer must keep the instrument in good condition and take all reasonable precautions against accidental damage or loss. Instruments must be kept in the original case supplied. Failure to do so will invalidate this cover.
- 3- The hirer shall inform the company of any loss or damage within 7 days of such loss or damage. In the case of loss, all reasonable steps must be taken to recover the instrument and a police crime number will be required.
- 4- The company reserves the right (at our own expense) to take any recovery action against third parties as we deem necessary. You must assist when reasonably required to.
- 5- We may cancel this cover at our discretion by giving you seven day's notice at your correspondence address.
- 6- Any fraudulent claims will invalidate this cover.

We do not cover

- 1- The first £25 of any claim.
- 2- The cost of repairing purely cosmetic damage.
- 3- An instrument left in any vehicle unless that vehicle is of the covered type and is left securely locked and reasonable precautions have been made against theft. The instrument should not be visible from outside the vehicle
- 4- Loss or damage by confiscation or detention by any officials or legal authorities.
- 5- Loss or damage arising from wear or tear, moth, vermin, woodworm or any process of cleaning or repairing unless undertaken by the company.
- 6- Theft or damage by any person or persons to whom the instrument is entrusted.
- 7- Loss or damage occurring when a person other than the student specified on the hire agreement is using the instrument.