

# Music Academy for Schools LLP

## Rental Instrument Terms & Conditions

### Terms and conditions of the agreement

1. Ownership of the goods. During the rental period the instrument remains the property of Music Academy for Schools LLP, after the 3 month trial period the instrument will be available to purchase at a discounted price.
2. Period of rental. You agree to rent the instrument until the end of the minimum rental period stated overleaf or until expiry of any other notice period.
3. Payment. Three months rent must be paid in advance. After the trial period we will contact you to arrange a direct debit monthly payment, or offer to sell the instrument at a discounted price.
4. Condition of rental instruments. The instruments supplied during rental periods are not always new instruments. If an ex-demo or second hand instrument is supplied the instrument will be in full-working condition and will have been fully serviced and cleaned. There maybe signs of cosmetic wear. All instruments are tried and tested by an experience teacher and repairer before being despatched.
5. Variation of charges. We reserve the right to vary the rentals at any time to take account of a change in the rate of VAT. You will be notified in writing of any change in this respect.
6. Failure to pay on time. Goods are not insured and will not be maintained during periods of arrears. Should an incident occur when the instrument is not covered, the person named overleaf will be fully liable for any costs or replacement of instrument.
7. Place where goods are kept. Whilst you may take the goods out of your property for the purposes of school lessons, concerts etc., you should keep the goods at your place of residence as stated overleaf at all other times. They must not be left unattended elsewhere.
8. Care of the goods. You must use the goods in a careful and proper manner and keep them in working order. You may not interfere with the goods except where this is clearly to be deemed appropriate for the good upkeep of the goods.
9. Insurance against loss or damage. The instrument is covered against accidental loss or damage (including fire and theft) anywhere within the UK until such time as it is purchased or returned to Music Academy for Schools LLP. An excess of £50 will be applied in all cases of loss or damage to an instrument. Cover does not include: damage due to misuse; abuse; negligence; repair or restoration (or cost of same) by party or parties other than Music Academy for Schools LLP; effects of climate or extremes of temperature; items left in unattended vehicles; theft by any person to whom the instrument is entrusted. Insurance cover only applies during the currency of this agreement and given that all the terms and conditions thereof have been adhered to. Settlement will be based on repair or replacement at our discretion.

10. Maintenance. You must notify us when the goods require maintenance or adjustment. We undertake within the terms of this agreement to maintain the instrument in good working order. This does not include repairs or restoration due to misuse, abuse or negligence. All repairs, restoration or servicing must be carried out by our own staff. If, at any time, we decide that it is no longer practical to keep the goods in working order, we may either 1) replace the goods by other goods as similar as possible or identical to those replaced or 2) end this agreement by giving you 1 months notice in writing. If we end this agreement under section 2) you must let us collect the goods. You will not be liable for rentals falling due after such termination and will be entitled to recover any rental paid in advance in respect of the period falling after the termination. This clause will not affect your statutory rights. You are responsible for any costs associated with getting the instrument to and from our premises for maintenance.
11. Right to end this agreement. You or we may end this agreement by giving one months notice in writing expiring at or after the end of the minimum rental period. You must then return the goods, or make them available for collection by us, at your expense.
12. When this agreement takes effect. This agreement will only take effect if and when it is signed by us.

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