

## General Terms and Conditions of Hire

The following terms and conditions shall apply throughout the currency of the Rental Agreement between db Music Solutions (hereinafter the "Owner" and the hiring party (hereinafter the "Hirer" or the "School").

### Rental Charges

1. (a) The school will be required to pay the rental charges set out in the INVOICE as each payment falls due by means expressly agreed in writing by the Owner.

(b) Instruments hired after the commencement of the term (e.g. after two weeks) are charged PRO-RATA RATES. Pro-rata begins after 4 weeks of term 1, and after 2 weeks of term 2,3 and 4.

(c) Hire instruments can be kept over the holidays (at no extra cost) if the school continues to hire the instruments for the next school semester.

(d) Instruments NOT required for the next term MUST BE RETURNED by the end of the current term of hire. The responsibility to return the instrument is the schools.

(e) Instruments returned late (e.g. beginning of the next term) shall be charged a late return fee.

(f) Hire fees must be paid by the school, either by EFT or cheque. Payment from individuals will not be accepted.

### Instrument Maintenance and Repair and Responsibility for Loss

2. (a) The Hirer must keep the instrument in good order and repair, subject to Clause 2 (b). The Hirer will be responsible for loss or damage to the instrument however caused and all costs associated with replacement in the case of loss or destruction or for repair of any damage (including replacement costs where the Owner considers that it cannot be satisfactorily repaired). The Hirer must notify the Owner in writing of any such event within 72 hours and provide such details and take any further steps in relation to the event as the Owner may require.

(b) Unless the Hirer is in default, the Owner will carry out at its cost service maintenance (excluding case repairs) as required in normal usage to keep the instrument in proper playing condition or, if the Owner considers it necessary to do so, the Owner will replace the instrument. Normal usage shall be as determined by the Owner but shall not include servicing or replacement of parts that become defective due to misuse or negligence on the Hirer's part or on the part of any person permitted by the Hirer (without the Owners consent) to carry out any serving or repairs. The Owners obligations under this Clause will not extend to replacement of consumable items normally expected to be periodically replaced in the course of using the instrument.

3. (a) Hire instruments MUST NOT BE TRANSFERRED FROM ONE SCHOOL TO ANOTHER

4. (a) The Owner will issue hire receipts for returned hire instruments. The hire instruments remain the Hirers responsibility until the receipt is received. Please keep proof of freight documents.