



TERMS AND CONDITIONS of Hire

1. Interpretation

1.1. In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

"THE ACT" means the Consumer Credit Act 1974

"BALANCE OUTSTANDING" means the aggregate of the rentals which but for the termination of this Agreement, would have been payable by the Hirer from the date of termination up until the date of expiry of this Agreement as determined by Part 3 of the Schedule

"CONSUMER" means consumer as defined by the Unfair Contract Terms Act 1977

"NET PROCEEDS" mean the proceeds from the sale of the Goods less the costs and expenses of repossession, sale, storage and transportation.

"SCHEDULE" means the Consumer Hire Agreement between Sygnus Strings and the Hirer

1.2. The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Commencement

2.1. The hiring shall commence on the date of this Agreement and shall continue for the period specified In Part 3 of the Schedule unless otherwise determined as hereinafter provided

2.2. Upon expiry of the period specified in Part 3 of the Schedule, the Hirer shall forthwith return to the Owner the Goods in good working order and condition (fair wear and tear excepted) at the address stated above or at such other address as the Owner shall appoint and shall forthwith deliver up all insurance policies, registration and other documents relating to the Goods and, in the event of the Hirer making default under this sub-clause: (i) the Owner shall be entitled to retake possession of the Goods. and (ii) the Hirer shall on demand pay to the Owner rental in respect of the Goods at the same rate as is specified in Part 4 of the Schedule or at such increased rate as may be specified from the date of expiry of the agreement to the date of repossession.

3. Payment

3.1. The Hirer shall pay punctually (without previous demand) to the Owner the rentals set out in Part 4(a) of the Schedule at the times and in the manner therein specified

3.2. The Owner shall be at liberty to vary the said rentals in accordance with the provisions of Part 4(b) and (c) of the Schedule

3.3. The Hirer shall further pay to the Owner the payments set out in Parts 2A and Part 4 of the Schedule at the times and in the manner therein specified

3.4. The time of payment of each and every rental under sub-Clause 3.1 above and of each and every sum payable under sub-Clause 3.3 above shall be of the essence of this Agreement

3.5. All payments under this Agreement shall be made to the address of the Owner as stated above or at such other address as the Owner shall notify to the Hirer. Payments dispatched by post shall be so dispatched at the risk of the Hirer

4. Interest/Additional fees

4.1. Interest shall be payable by the Hirer on:

4.1.1. overdue rental payments (Part 4a of the Schedule);

4.2. All Interest payable will commence from the due date to the date of payment at 4% above the TSB Lloyds Bank Plc Base Rate from time to time prevailing.

4.3. Any interest payable under sub-clause 4.1 above shall run from day to day and shall accrue after as well as before any court judgement

5. Covenants of the hirer

5.1. The Hirer hereby agrees and covenants with the Owner as follows:

- 5.1.1. not to interfere or permit interference carry out or permit any other person to carry out works or repairs to the Goods or any part thereof or to remove or permit the removal of any identification registration or other identifying marks or numbers on the Goods;
- 5.1.2. to take reasonable care of the Goods and to use them for their proper purpose (information on care of instruments is provided at time of hire and is available on our website www.sygnus-strings.co.uk);
- 5.1.3. not, in the opinion of the Owner, to jeopardise the Goods or to permit them to be placed in jeopardy;
- 5.1.4. to permit the Owner and any person duly authorised by him at all reasonable times to inspect the Goods and for the purposes of carrying out the same, to have access to any premises where the Goods may be situate;
- 5.1.5. to keep the Goods at all times in his possession and control and not to remove or to permit the removal of the same from the United Kingdom without the consent in writing of the Owner;
- 5.1.6. to notify the Owner forthwith of any change of address and, upon the request of the Owner, to notify the Owner of the location of the Goods;
- 5.1.7. not to sell assign let pledge mortgage charge encumber part with possession of or otherwise deal with the Goods or any interest therein nor to assign the benefit of this Agreement nor to create or to permit the creation of any lien on the Goods;
- 5.1.8. to keep the Goods free of any distraint, distress, execution or other legal process;
- 5.1.9. in order to secure the payment of rentals and all other sums payable under this Agreement, to execute or cause to be executed the security or securities (if any) mentioned in Part 5 of the Schedule;
- 5.1.10. to insure the Goods forthwith and to keep the same insured during the currency of this Agreement to their full value for insurance purposes with a reputable insurance company to be approved by the Owner (such approval not to be unreasonably withheld) against loss or damage by accident, fire and theft and such other risks, if any, against which it is usual to insure the Goods or against which the Owner reasonably requires insurance and to procure that the interest of the Owner in the Goods is noted by the insurance Company and on the insurance Policy and, in the event of the Hirer making default under this sub-clause, the Owner shall be at liberty to effect such insurance as he thinks fit at the expense of the Hirer and to recover any sums paid by him for this purpose from the Hirer on demand;
- 5.1.11. to pay punctually all premiums payable under the aforesaid policy and on demand to produce to the Owner copies of the policy and of the receipt of the insurance premium current at the time of such demand (the Hirer shall keep the originals of both documents) and, in the event of the Hirer making default in the payment of any premium, the Owner shall be at liberty to pay the same and to recover the amount thereof from the Hirer on demand;
- 5.1.12. to notify the Owner immediately of any loss of, or material damage to, the Goods;
- 5.1.13. to pay punctually all taxes rates charges assessments and other outgoings payable in respect of the Goods or the use thereof or in respect of any premises in which the Goods may from time to time be held and in the event of the Hirer making default under this sub-clause, the Owner shall be at liberty to make all or any such payments and to recover the amount thereof from the Hirer on demand;
- 5.1.14. to permit the Owner or any duly authorised person, for the purpose of carrying out the obligations set out in clause 6 below, to have access to and/or to remove the Goods or any part thereof

6. Covenants of the owner

6.1. Provided always that the Hirer duly complies with each and every one of his obligations under this Agreement, the Owner shall prior to the hire at his own expense, maintain the Goods in good working order and condition;

6.2. In order to maintain the Goods as aforesaid, the Owner shall periodically be entitled to remove the Goods and to keep them for such period or periods as is reasonably necessary, in the opinion of the Owner, for him to carry out his obligations under sub-clause 6.1 above;

6.3. Without prejudice to the foregoing, the Owner shall, at his discretion and for such period or periods as he shall deem necessary, upon giving the Hirer the requisite notice under the Act, be entitled to replace the Goods with goods of the same or similar type to which the terms of this Agreement shall apply;

6.4. The obligations of the Owner under this clause shall not arise in respect of any damage caused to or occasioned by the Goods or any part thereof as a result of a breach by the Hirer of his obligations or any of them under clause 5 above.

7. Application of insurance monies

7.1. The Owner may at his sole discretion require that any insurance monies received by the Owner or the Hirer under any policy of insurance required to be taken out by the Hirer under sub-clause 5.1.10 above in respect of the Goods shall be applied towards any or all of the following:

7.1.1. making good the loss or damage in respect of which the monies were received;

7.1.2. compensating the Owner in respect of any loss or damage suffered or sustained by the Owner as a result thereof;

7.1.3. upon giving the Hirer the requisite notice under the Act, replacing the Goods by goods of a similar kind to which the terms of this Agreement shall apply;

and the Hirer shall hold any monies received by him as aforesaid upon trust for the Owner accordingly and in the event that any such insurance monies recovered by the Hirer are insufficient to pay for the repair and/or replace the Goods then the Hirer shall make up such deficiency out of his own monies and in default thereof the Owner shall use the Hirer's deposit therefore which in these circumstances only shall become non-refundable to the extent of the deficiency and in the event of further deficiency then the Hirer shall pay to the Owner the amount thereof.

8. Termination by the owner

8.1. if any of the following events occur:

8.1.1. the Hirer fails to pay any rental or other sum payable under this Agreement on its due date (whether previously demanded or not);

8.1.2. the Hirer provides incomplete or materially inaccurate or misleading facts or information in connection with this Agreement, whether to the Owner or to the broker acting in the negotiations for this Agreement;

8.1.3. a bankruptcy petition is presented against the Hirer or the Hirer has a bankruptcy order or an interim order made against him under the Insolvency Act for the time being in force or (in Scotland) becomes notour bankrupt or is sequestrated;

8.1.4. the Hirer commits any breach of the terms and conditions (whether express or implied) of this Agreement;

8.1.5. any attachment order is made against the Hirer or any distress diligence execution or other legal process is levied on any property of the Hirer;

then:

- 8.1.5.1 if the event is one set out in clause 8.1.1 or 8.1.4 above, the customer shall be deemed to be in repudiatory breach of the terms of this Agreement
- 8.1.5.2 upon the occurrence of any such event as is specified in clauses 8.1.1 to 8.1.5 above, and without prejudice to any other rights and remedies which the Owner may possess, the Owner shall be entitled on or after the date specified in any notice required by the Act to be served on the Owner, to terminate this Agreement and upon such termination this Agreement and the hiring thereunder shall determine and the Hirer shall cease to be in possession of the Goods with the Owner's consent and, subject to the provisions of clause 9 below and any pre-existing liabilities of the Hirer hereunder, neither party shall have any rights as against the other

9. Liability of hirer on termination by owner

9.1. Upon termination of this Agreement pursuant to the provisions of clause 8 above:

9.1.1. the Hirer shall immediately return the Goods in good working order and condition (fair wear and tear excepted) to the Owner at the address specified above or to such other place as the Owner shall appoint and shall forthwith deliver up all insurance policies, registration and other documents relating to the Goods;

9.1.2. in the event of the Hirer making default under sub-clause 9.1.1 above, the Owner shall be entitled without notice to retake possession of the Goods;

9.1.3. the Owner may at his sole discretion sell the Goods to any person who is not a connected person;

9.1.4. the Hirer shall pay to the Owner on demand:

- 9.1.4.1. all arrears of rentals, interest and any other sums payable under this Agreement up to the date of termination;
- 9.1.4.2 except for those repairs which the Owner is required to carry out in order to comply with its obligations under Clause 6 herein, the cost of all repairs required to be done to

the Goods in order to put them in good working order and condition (fair wear and tear excepted);

- 9.1.4.3 by way of agreed or liquidated damages a sum equivalent to the Balance Outstanding at the date of termination

10. Termination by hirer

10.1. The Hirer shall be entitled to terminate this Agreement upon giving 12 weeks or One term's notice (whichever shall be the longer) in writing to the Owner.

10.2. Upon termination of this Agreement by the Hirer, the Hirer shall immediately or within 3 days of the last day of a Term (as the case may be):

10.2.1. return the Goods in good working order and condition (fair wear and tear excepted) at the address stated overleaf or at such other address as the Owner shall appoint and shall deliver up all insurance policies, licences, registration and other documents relating to the Goods;

10.2.2. pay to the Owner all arrears of rental, interest and any other sums payable under this Agreement

11. Indemnities

11.1. Without prejudice to any other rights and remedies which the Owner may possess, the Hirer shall be liable for and shall indemnify the Owner against all or any of the following:

11.1.1. any loss or damage to the Goods, howsoever arising;

11.1.2. all loss damage or expense (including any legal costs on a full indemnity basis) incurred or sustained by the Owner as a result of any claim made or brought by any third party arising out of the use, state or condition of the Goods;

11.1.3. all costs and expenses (including any legal costs on a full indemnity basis) incurred or sustained by the Owner in retaking possession of the Goods and in enforcing any of the terms of this Agreement.

12. Exclusion clauses

12.1. Save where the Hirer deals as a Consumer, all conditions, warranties and representations, whether express or implied, relating to the quality of the Goods, to their suitability or fitness for any particular purpose for which they are or may be required and to their conformity with description or sample, whether arising by reason of statute common law or otherwise, are hereby expressly excluded.

13. Notices and services

13.1. Any notice or other information required or permitted to be given by either party under this Agreement shall be deemed to have been validly given if served personally upon that party or if sent by first class pre-paid post to the address of that party as stated above or to his last known address.

13.2. Any notice or other information sent by first class pre-paid post shall be deemed to have been received by the other party within 48 hours after the date of posting

14. Acceptance

14.1. This Agreement shall be deemed to be made on the date which it is signed by the Owner.

15. General

15.1. Where two or more persons are stated to be the Hirer in Part 1 of the Schedule each of those persons shall be jointly and severally liable for the performance of the obligations of the Hirer set out in this Agreement

15.2. The Hirer authorises the Owner to disclose details of and relating to this Agreement to any credit reference agency and to any other.