

## Rental/ Hire Contract • Terms And Conditions

In respect to these Terms and Conditions "The Customer" refers to the person renting/ hiring and respective Guarantor who has ordered and processed the rental/ hire application in store or via our website. "Equipment" refers to the musical instrument, electronic equipment, hardware or devices that are being hired. "Agreement" refers to the terms and conditions set out below, which forms the "Contract". This Rental/ Hire Contract does not affect the Customer's Statutory Rights.

### 1. RENTAL ONLY

This is a Rental/ Hire Contract and not a Personal Contract Purchase, Finance or Sales Contract. It does not give The Customer any right to purchase or own the Equipment. The Rental/ Hire Equipment is and shall remain the property of Westmount Music Ltd, as per the terms of this contract. The Customer shall not remove any identification tags, which may be attached to the Equipment. The Customer has only the right to use the Equipment so long as this Rental / Hire Contract has not terminated and the Customer is not in default hereunder.

1.1. If The Customer has been hiring Equipment on the monthly rental plan, Westmount Music Ltd offer a 50% rebate on rental payments made from the 4th month onwards as credit towards the purchase price of Equipment of similar or greater value. A maximum of 9 months equivalent rebate applies (at 50% value of rentals paid from month 4) This credit can only be used if The Customer is up to date with rental payments and must be used within 3 months of ending their rental agreement. The rebate/ credit can only be used against a purchase of similar or greater value than the Equipment rented; it cannot be issued as a refund and is non-transferable

### 2. PHYSICAL CONDITION OF EQUIPMENT & ACCEPTANCE OF GOODS

The Customer who has processed the rental via our website or in store, confirms that they are over 18 years of age. The Customer acknowledges that the Equipment has been examined and set-up by Westmount Music Ltd or its authorised partners. Westmount Music Ltd confirms that the Equipment is in good condition (except for any defects noted at the time), is fit for purpose and in working order. It is the responsibility of the Customer to return the Equipment to Westmount Music Ltd in the same condition, as it exists at the time of acceptance by the Customer (except for any general wear and tear), as set out in Clause 4.

### 3. USE OF RENTAL/ HIRE EQUIPMENT

The Customer agrees that the Equipment will be used only for the purpose for which it was intended and that they may not sublease or improperly use the Equipment as set out below.

### 4. RESPONSIBILITY FOR THE EQUIPMENT

The Customer acknowledges that from the time the Equipment is accepted until it is returned, they assume full responsibility for the Equipment. Insurance is at the sole discretion of the Customer. The Customer agrees to exercise due and proper care in reuse and maintenance of the Equipment. If the Equipment is lost, stolen, vandalised, destroyed or damaged prior to being returned to Westmount Music Ltd, regardless of fault, the Customer is responsible for all damages; including, but not limited to, the costs to replace or repair the Equipment as per Clause 12. The Customer agrees to notify Westmount Music Ltd immediately if the Equipment does not function properly. No refund or allowances will be made by Westmount Music Ltd unless Westmount Music Ltd receives such notification and has had an opportunity to inspect the Equipment. The Customer is responsible for covering costs of replacement consumables (e.g strings and reeds) during the period of their rental term.

### 5. EQUIPMENT FAILURE

The Customer agrees to notify Westmount Music Ltd immediately if the Equipment becomes inoperable for any reason. Westmount Music Ltd will at their sole discretion, make the Equipment operable within a reasonable time; provide the Customer with a like Equipment if available; make a like Equipment available at another time; or adjust the rental rate accordingly. The provisions of this paragraph do not relieve the Customer from the obligations imposed by the other paragraphs, including, but not limited to, Clauses 4, 5 and 6. In all events, Westmount Music Ltd shall not be responsible for any loss or damage including, but not limited to consequential damage resulting from failure or defect of the Equipment. Equipment may only be serviced by Westmount Music Ltd or authorised partners, and may not be adjusted or serviced by any other company or individual, unless otherwise agreed by Westmount Music Ltd.

### 6. RETURN OF THE EQUIPMENT

There is no notice period to this Contract and the Customer can return the Equipment at any time after the minimum rental period without penalty or further payments. If the Contract is terminated before the minimum rental term has expired, The Customer is liable for payment of the remaining rental term. Upon termination of this Contract for any reason whatsoever, The Customer agrees to make arrangements for the Equipment to be returned to Westmount Music Ltd. Upon inspection of the returned Equipment as per Clause 4, Westmount Music Ltd agrees to destroy any personal and fiscal information retained as part of the rental/ hire agreement, once any outstanding monies (if applicable) have been recovered, as set out in Clause 12.

### 7. CHARGES AND PAYMENT

The Customer is responsible for rental / hire charges and all sales and use taxes thereon from the time the equipment is accepted until it is returned to Westmount Music Ltd. All Rental/ hire charges include VAT. The Customer agrees to pay the first months rental payment by credit or debit card in store or via our website. All subsequent rental/ hire payments will be charged on a subscription basis (daily, weekly or monthly depending on the rental/ hire terms) via our online payment gateway. If any rental charges are not paid within ten (10) days of the date due, Westmount Music Ltd is authorised to charge late rental and a late charge to the Customer's debit or credit card as set out in Clause 12. The Customer authorises Westmount Music Ltd to charge any other debt incurred by the Customer to the Customer's debit or credit card, as set out in Clauses 10 and 12. Westmount Music Ltd has the right to vary the rentals payable after the end of the minimum rental period by giving the Customer one month's notice in writing expiring at or after the end of that period. Westmount Music Ltd may vary the rentals at any time to take into account any change in the rate of VAT. No refunds will be made for any period after the equipment is returned to Westmount Music Ltd.

### 8. PROHIBITION OF TRANSFER OF CUSTOMER'S INTEREST

The Customer shall not sublease, rent, assign, or grant a security interest in, or otherwise transfer the Equipment.

### 9. INSPECTION

The Customer agrees to allow Westmount Music Ltd to inspect the Equipment at any reasonable time.

### 10. LATE CHARGE

If the Customer fails to make a rental/ hire payment in full, within ten(10) days after it is due, The customer shall pay a late charge in the amount of five percent (5%) of the part of the payment that is late.

### 11. DEFAULT

If the Customer is in default of any of the terms and conditions of this Rental Contract, Westmount Music Ltd will repossess the goods, and may charge any outstanding monies owed as per Clause 12

### 12. GENERAL DATA PROTECTION REGULATION (GDPR) AND FAIR PROCESSING STATEMENT

All personal and fiscal information of the Customer, obtained by Westmount Music Ltd for the purpose of the rental agreement, is held in accordance with the Information Commissioner's Office under the terms and principles of the General Data Protection Act (GDPR).

All fiscal information (including debit or credit card details) is stored on a secure SSL server as per our Privacy Policy. It is held as security against the value of the Equipment. and would only be charged in the instance of loss or damage, failed rental/ hire payments or Customer default as set out above.

Westmount Music Ltd retains the Customer's personal and fiscal information for this purpose only and agrees to destroy all aforementioned information upon termination of the contract. Our full Privacy Policy and GDPR statement; including how we store, process and use Customer data, is available upon request.