

1. INTERPRETATION

1.1 In these conditions:

'HIRER' means the person who accepts the attached quotation for the hire of the Instrument.

'INSTRUMENT' means the Instrument, Piano or Pianoforte, the details of which are set out on the original quotation.

'OWNER' means The Piano Removal Team Bath Ltd (registered in England and Wales).

'DATE OF DELIVERY' means the date specified on the original quotation.

'DATE OF COLLECTION' means the date specified on the original quotation.

2. AGREEMENT

The Owner agrees to hire and the Hirer agrees to take on hire the Instrument(s) upon and subject to the terms and conditions contained herein. The hire shall commence on the "Date of Delivery" and, subject to Condition 2 below, shall continue up until the "Date of Collection".

Once the Instrument is delivered and installed, it immediately becomes the sole and complete responsibility of the Hirer.

3. EXTENSION OF RENTAL PERIOD

The Hirer may with the agreement of the Owner extend the period of rental by paying such Additional Amount as the Owner shall require. Any such extension shall commence on the "Date of Collection" or in the case of a second or further extension, the expiration of the preceding extension and shall expire on the stated date. In the event of an extension(s) the new date agreed for the return of the Instrument(s) shall then become the "Date of Collection".

4. WARRANTY BY HIRER

The Hirer hereby warrants to the Owner for the purposes of this agreement and any insurance contract entered into pursuant to the provisions of Condition 6, a) the accuracy of the information supplied to the Owner by the Hirer in any verbal and/or written communication; and by any person who signs the Agreement on behalf of the Hirer; and agrees that the Hirer shall be liable to the Owner for any loss howsoever occasioned to the Owner as a result of any inaccuracy in such information;

b) That he will comply with the obligation imposed upon the Hirer by this Agreement.

5. WARRANTIES AND INDEMNITIES

5.1 The Owners warrant to taking all reasonable steps to supply a Instrument(s) which has been specifically selected on a date before the Date of Delivery, by the Hirer or agent thereof. Notwithstanding the specific selection of Instrument(s) the Owner shall not be liable for the non-delivery of the selected Instrument(s) which arises from any unforeseen circumstance occurring prior to the Date of Delivery. In the event that the selected Instrument(s) becomes unavailable, the

Owner warrants to inform the Hirer at the earliest possible date. 5.2 During the continuance of the hire period the Hirer shall be solely responsible for and hold the Owner fully indemnified against any loss, damage or injury (including death) to persons (other than the Hirer) or property occurring in connection with the Instrument(s) or as a result of the use thereof and caused negligently or by reason of any breach of the Hirer's obligations contained in this Agreement.

5.3 Except in respect of any wilful act or omission by the Owner and except as provided by statute, the Owner shall not be liable for any losses, liabilities, costs, claims or demands which the Hirer may incur directly arising out of or in respect of any wilful act or omission by the Owner. The Owner shall not be liable for any losses, liabilities, costs, actions, claims or demands which the Hirer may incur directly arising out of or in respect of any defect in the Instrument(s), or other equipment supplied, or as a result of the actions of the Owner or his appointed Agents in delivering or collecting the Instrument.

5.4 In no event shall the Owner be liable for any special or consequential damages or other indirect loss, however arising, including but not limited to, loss of business, income, profits, interest, utility, loss of a market or other commercial or financial losses, whether or not the Owner had knowledge that such damages might be incurred.

5.5 The Owner warrants to take all reasonable steps to adhere to the anticipated times of delivery, collection, and tuning of the Instrument(s) but will not be liable for any delay in delivering, collecting or tuning any Instrument(s) under any circumstances.

5.6 If the Hirer is not a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977 the rights, duties and liabilities arising by virtue of Section 9 of The Supply of Goods and Services Act 1982 are hereby expressly excluded.

6. OBLIGATION OF THE HIRER

6.1 The Hirer shall:

(A) Pay to the Owner interest at the rate of 4% per annum above the base rate for the time being of National Westminster Bank Plc on all sums which may be due from the Hirer to the Owner which are unpaid, such interest being calculated from the due date until actual payment and being compounded quarterly and also payable as well after as before any Judgement obtained in respect thereof;

(B) Notify the Owner of any change in the Hirer's address;

(C) not use or permit the Instrument(s) to be used or operated in any manner contrary to any statutory provision or regulation or in any way contrary to law;

(D) Be fully responsible for any loss thereof or damage to the Instrument(s) howsoever occasioned.

The Hirer shall give immediate notice to:

(e) The Owner, of any loss or damage to the Instrument(s) or any defect and the obligations of the Hirer shall not be prejudiced by the existence of any policy or insurance in respect thereof;

- (F) Ensure that without the written consent of the Owner the Instrument(s) is not moved by persons other than the employees or authorised representatives of the Owner;
- (G) Ensure that no persons other than the employees or authorised representatives of the Owner carry out any work upon or otherwise interfere with the Instrument(s);
- (H) ensure that the Instrument(s) is kept in conditions of ambient constant temperature of 20 degrees centigrade (plus or minus 10 degrees centigrade) and relative humidity of between 45–70%, and that the Instrument(s) is not exposed to any conditions or elements which are likely to cause damage;
- (I) not sell, assign, rehire, let or rent, or otherwise dispose of the Instrument(s) or attempt to do any of these things;
- (J) Not use the Instrument(s) for any purpose for which it is not designed;
- (K) Not hold himself out or purport to act as the agent of the Owner for any purpose whatsoever;
- (L) Observe and perform the terms and conditions of all policies or contracts of insurance relating to the Instrument(s) or its use;
- (M) Not remove, change or conceal any name or other mark identifying the manufacturer of the Instrument(s);
- (N) Be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against of incurred by the Owner as a result of any accident involving the Instrument(s) during the period of time or as a result of any breach or default of the Hirer of the terms of the Agreement;
- (O) Provide full and accurate information as requested by the company and pay transportation costs (to and from) as detailed in the quotation, in advance and in the event that the Instrument(s) is moved use only the Owner's transportation services.
- (P) Agrees that any variance to location, stage height, stairs, steps or requested information invalidates any responsibility by the company and may involve additional costs.
- (Q) Agrees to ensure that in the event of Instrument being situated at an external location, that a solid platform be used to avoid instrument contact with ground. Any costs resulting from non-adherence to be borne by Hirer.

7. INSURANCE

7.1 The Hirer shall keep the Instrument(s) insured on a comprehensive basis and without an excess to the full replacement value of the Instrument(s) against loss or damage howsoever caused including but not limited to accident, fire and for theft. In the case of loss or damage to the Instrument(s) the Hirer shall permit the Owner to make a claim hereunder in the name of the Hirer and in such case the Owner shall hold the proceeds of any claim upon trust to apply the same in satisfaction of the obligations of the Hirer under the Condition 5.1 above.

7.2 The insurance shall be in the joint names of the Hirer and Owner and the Hirer shall produce to the Owner on demand a copy of the Policy of Insurance and the premium receipt. If the Hirer shall make default in the payment of any premium in respect of the insurance the Owner may pay such premium in such event the Hirer shall repay the amount thereof to the Owner on demand.

7.3 Without prejudice to the provision of Condition 5 the Hirer shall ensure that the Instrument(s) is not used for any purpose not permitted by the Terms and Conditions of the relevant policy of insurance, nor do or allow to be done any act or thing whereby any policy of insurance may be voided in such policy.

7.4 The Hirer shall forthwith upon demand fully and effectively indemnify the Owner against all losses, liabilities, costs, actions, claims, or demands which it may incur or have brought or made against it in relation to the Instrument(s) or its use and which are not recoverable under a policy of insurance.

7.5 Where any event or accident shall occur which is a risk covered by the Hirers insurance hereunder the Hirer shall immediately notify the Owner thereof, shall not compromise any claim without the consent of the Owner, shall allow the Owner to take over the conduct and negotiations (except in relation to claims of the Hirer for personal injuries or loss of use of the Instrument(s)) and shall at the expense of the Hirer take such proceedings (in the sole name of the Hirer) or jointly with the Owner (as the Owner shall direct) holding all sums recovered, together with any monies received by the Hirer under its Policy of Insurance on trust for the Owner and paying or applying the same as the Owner directs.

7.6 The Hirer will be liable to pay the Owner any amount deducted by the Insurers by way of excess.

7.7 The Hirer may opt to take insurance on the Owner's policy after paying in full and in advance the amount listed on the quotation. An excess of £150 is payable on each and every claim.

8. OWNERSHIP

The Instrument(s) shall at all times remain the property of the Owner and the Hirer shall have no rights to the Instrument(s) other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Instrument(s) are or may be prejudicially affected.

9. PAYMENT TERMS

9.1 Payment in full is due before the "Date of Delivery" unless written confirmation of Credit Terms has been received from the Hirer.

9.2 If written confirmation of Credit Terms has been received from the Hirer then payment in full is due within 30 days of the "Date of Delivery".

10. TERMINATION

10.1 This Agreement shall terminate on the Date of Collection.

10.2 Notwithstanding any other terms this Agreement may be terminated by either party on giving 72 hours notice in writing to the other party.

10.3 Upon termination of this Agreement the Hirer shall pay to the Owner:

- a) Any arrears of rental then due and all other sums accrued and unpaid at the date of termination together with interest thereon payable to this Agreement;
- b) The cost of all repairs required as at the date of termination; and
- c) Compensation for the loss suffered by the Owner as a result of such termination; and
- d) Any other sums which are or become due to the Owner or to which the Owner is entitled by way of damages.

10.4 The termination of the hire constituted by this Agreement shall not affect any rights of the Owner or liabilities of the Hirer subsisting at the date of termination.

11. VALUE ADDED TAX

All sums due from the Hirer to the Owner hereunder shall be inclusive of Value Added Tax which shall also be payable at the rate for the time being in force.

12. FORBEARANCE

No forbearance indulgence or relaxation on the part of the Owner shown or granted to the Hirer in respect of any of the provisions of these conditions shall in any way affect, diminish, restrict or prejudice the rights or powers of the Owner under these conditions or operate as or be deemed to be a waiver or any breach by the Hirer of these conditions.

13. NOTICES

Any Notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery to the last known address of the addressee.

14. CONSTRUCTION

Where there are two or more parties to these conditions as Hirer their liability hereunder shall be joint and several. In these conditions where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.

15. GOVERNING LAW

These conditions shall be governed and construed in accordance with the laws of England and Wales.