

An agreement made between The Instrument Removal Team Bath Ltd. (hereinafter called the Owners or company) and the 'Hirer'

WHERE BY IT IS AGREED AS FOLLOWS:

1. The Owner shall let on hire and the Hirer shall take an Instrument as detailed on contract upon the following terms and conditions:
 2. The hire shall commence on the date as agreed
 3. The Hirer shall:-
 - a) Pay the Owner the first three months' rental in advance, then subsequent payments by standing order one month in advance, for a minimum period of six months.
 - b) Pay a deposit (if requested) which will be refunded at termination of the contract, subject to the return of the Instrument in a reasonable condition allowing for fair wear and tear.
 - c) Pay the Owners upon delivery, for the quoted delivery costs and installation costs as agreed. These costs included collection at the end of the term from the same address as the original delivery and installation address. An agreed alternate collection address will attract an additional charge.
 - d) Pre-delivery Tuning will be completed by the Company. If on-site tuning is required the Customer should engage the services of a qualified technician (ideally one month after installation) at hirers cost.
 - e) Provide accurate information in respect of the number of flights of stairs and pay transportation costs (to and from) in advance and in the event that the Instrument is moved use only The Instrument Removal Team Bath Ltd services. If inaccurate information is given with regard to transportation details an extra charge may be levied against the Hirer as in Clause 5.
- The Hirer agrees that if the Instrument is undeliverable due to access restrictions or failing to provide access to the delivery address at the agreed time then the Hirer will pay a wasted journey fee equivalent to 50% of the transport fee and may be levied against as in Clause 5.
- f) Keep the Instrument in good condition and substantial order whilst in the Hirer's custody at the original address and, shall not remove or part with the possession of same without the previous consent in writing from the Owners.
 - g) Provide a photocopy of the photograph page from your current passport (where requested).
 - h) Ensure that the instrument is kept in a reasonable temperature (65 deg. F.).
 - i) Have the Instrument tuned a minimum of once every twelve months by a Instrument Removal Team Bath Ltd appointed tuner and allow no tuner other than a Instrument Removal Team Bath Ltd tuner to attend the instrument.
 - j) Pay a cancellation fee to the full amount of the tuning fee if less than 48 hours notice of cancellation is received.
 - k) Be responsible for any damage, the costs of any damage and associated transportation costs caused whilst the instrument is on hire.

- l) Permit persons authorised by the Owners during the period of hiring to inspect the condition of the said Instrument.
- m) Ensure that whilst in the Hire agreement, the Hirer shall ensure continued appropriate levels of insurance are maintained and be liable to pay the Owners any amount deducted by the Insurers by way of excess, in the event of a claim.
- n) Pay the Owners £20 per month for each late payment payable for each month the amount is outstanding in addition to the outstanding hire costs.
- o) Indemnify the Owner against all liabilities, fines or penalties imposed on the Owners or arising in respect of any non-compliance or contravention of any law or regulation.
- p) Not sell, assign, mortgage, let on hire dispose of or part with possession of the instrument or charge the benefit of this Agreement nor attempt to purport to do so.
4. If default be made in punctual payment of the hire rent in advance, or if the Hirer shall not observe and perform all the terms and conditions of the Agreement, or shall suffer or do anything whereby the Owner's rights shall or may be prejudiced, it shall be lawful for the Owners at any time after such default as aforesaid to resume possession of the said instrument and for such purpose to enter in or upon the/any premises occupied by the Hirer.
5. The Hirer agrees to pay any overdue charges and associated costs and also agrees that should the hire fail to have the Instrument tuned as stated in clause (h) that one from the required date of tuning the current tuning charge may be levied. The Hirer also agrees that should the hirer fail to make the instrument available to be tuned at the agreed time then the hirer will pay a wasted journey fee equivalent to the full amount.
6. The Hirer shall be solely responsible for and hold the Owners fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Owners as a result of any accident involving the instrument(s) or as a result of any breach or default of the Hirer of the terms of this Agreement.
7. If on the termination of the rental agreement, (or sooner), the Hirer wishes to enter into a purchase agreement for the instrument previously hired or one of a similar nature to that detailed on the rental agreement, and the Owners agrees to sell the instrument, the Owners, at their discretion, will allow the following in respect of monies paid as part of the rental agreement as a deposit on any future purchase agreement in respect of the said merchandise, this offer is not available for goods, offered at a reduced price or subject to any other promotional benefit; Termination within nine months of the commencement of rental an allowance of 100% of the rental fee paid.
8. FORCE MAJEURE
- Although the Owners will use all reasonable endeavours to discharge their obligations under this agreement in a prompt and efficient manner it does not accept responsibility for any failure or delay caused by circumstances beyond its control.
9. This Agreement to be TERMINATED by either party at the end of any week by giving notice to the other party IN WRITING to that effect.

10. Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivered (in the case of a limited company) to the address stated herein and in any case to the last known address of the addressee.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Law of England. The Hirer irrevocably submits to the non exclusive jurisdiction of English Courts.