

DULCIMER HIRE AGREEMENT
Regulated by the Consumer Credit Act 1974

This Hire Agreement is made between:

Clive Morley Harps Ltd, Goodfellows, Filkins, Lechlade, Glos GL7 3JG, Tel: 01367 860493, Fax: 01367 860659 ("the Owners") and You as detailed below ("the Hirer") for the hire to you of the Goods on the terms set out below and overleaf.

Details of Hirer(s)

Hirer(s): (Full Name): «**CONTACT_NAME**»

Address: : «ADDRESS_1», «ADDRESS_2», «ADDRESS_3»
«ADDRESS_5», «ADDRESS_4»

Tel: (Home): «**TELEPHONE**» (Work):

Email:

Description of Goods:

Quantity:

Description:

Instrument	Make	Model	Finish	Value	D.Number	Plank Number

Hire Period

Hire Period A minimum period of [**12**] months, commencing on the date of this agreement

Rentals

Initial Rental: An initial rental of the sum of £[] is payable within [**7**] days from the date of this agreement by Bankers Order pursuant to Clause 2.2 overleaf.

Monthly Rentals: Rentals each in the sum of £[] are payable monthly in advance on the [] of each month commencing on [].

All Rentals contain Value Added Tax (VAT) at the rate of [**20**] % prevailing on the date of this agreement. The Owners reserve the right to change the amount of Rentals payable by giving at least [**3**] month's prior written notice of the change. The Owners shall not issue such notice during the minimum period of hire shown above, except on account of any change in the rate of VAT on Rentals, or for any reason outside our control.

Declaration of Hirer

By signing this agreement, the Hirer:

- (1) warrants that the details of the Hirer are correct;
- (2) acknowledges the Hirer's awareness of the terms of this agreement and particular attention is drawn to Clauses 4, 6, 7, 8 and 9 overleaf.
- (3) acknowledges that any information given by you as to your status and circumstances is accurate and you are aware that the Owners rely on this when considering whether to enter into this agreement;
- (4) understands that the personal information provided to the Owners in connection with this agreement and other information relating to the Hirer's account may only be used in accordance with the purposes and disclosures under the current data protection legislation. By signing this agreement, the Hirer confirms that the Hirer has read, understands and agrees to the data protection notification in Clause 10 overleaf and consents to the Owners, any transferees, assignees and successors using your personal information for the activities described.
- (5) The Hirer is responsible for the costs of return of the harp at the end of the rental period.

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Hirer(s):

Date of Signature(s):

Note: Under this agreement the goods do not become property and you must not sell them.

Acceptance by the Owners
And date of Agreement:

Signature:

Date:

HIRER'S RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN notice of cancellation to the Owners' name and address as shown above within FIVE DAYS starting the day you have received this copy. You can use the cancellation form provided.

If you cancel this agreement any money you have paid, any goods given in part exchange (or their value) and property given as security must be returned to you. You will not have to make any further payment. If you already have any goods under the agreement, you should not use them and should keep them safe (legal action may be taken against you if you do not take proper care of them). You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you wish, however, you may return the goods yourself.

TERMS AND CONDITIONS

1. Agreement

1.1 This Agreement is made between the Owners and the Hirer whereby the Owners agree to let to the Hirer and the Hirer agrees to take on hire the Goods described overleaf on the terms set out below and overleaf for the period specified overleaf commencing on the date of this Agreement.

1.2 The laws of England shall apply to this Agreement.

2. Payments

2.1 The Hirer shall pay to the Owners the Initial Rental by the date stated overleaf.

2.2 The Hirer shall make punctual payment (without previous demand) to the Owners of all Rentals shown overleaf by their due dates and pay all other sums payable under this Agreement, without deduction, counterclaim or set-off to the Owners by Bankers Order for which an authorisation is to be completed at the time of signing this Agreement. Prompt payment is of the essence of this agreement. Any payments made by post shall be at the Hirer's risk.

3. Use and maintenance of the goods

3.1 The Hirer must ensure that the Goods are used in a skilful and proper manner, by persons who are competent operators and must provide supplier and accessories to operate the Goods in accordance with the manufacturer's recommendation.

3.2 The Hirer must maintain the Goods in good order and condition, at the Hirer's expense. The Hirer is responsible for all loss or damage to the Goods, except for any due to fair wear and tear, even if caused by acts or events outside the Hirer's control. The Hirer shall be responsible for replacing worn and broken strings.

3.3 Except with the prior written consent of the Owners, the Hirer shall not remove the Goods from the locations stated overleaf.

3.4 The Hirer may not permit any lien to arise over the Goods or use the Goods as security for any of the Hirer's obligations.

3.5 The Hirer must allow the Owners or their agents access to inspect the Goods at any time and to affix nameplates to them.

3.6 The Hirer may not sell or part with possession of the Goods except for the purpose of their maintenance or repair.

4. Ownership of the goods

4.1 The Goods shall remain the Owners' property at all times and the Hirer shall have no right or interest in the Goods otherwise than as a bailee.

5. Insurance of the goods

5.1 The Hirer indemnifies the Company against any loss or damage to the Goods and against any loss, damage or injury caused by the Goods (except for any caused by the Owners' own negligence) in so far as it is not covered by insurance of the Goods.

5.2 The Hirer must insure and keep the Goods insured under a fully comprehensive policy at the Hirer's expense to their full replacement value with a reputable insurer chosen by the Hirer, with the Owners' consent, which consent may not be unreasonably withheld. Insurance must include cover against the risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in the case of equipment of the type to which this Agreement relates.

5.3 The Hirer must have the Owners' interest noted on the policy. The Hirer will produce to the Owners on demand evidence of the insurance cover and of the payments of premiums under the insurance policy.

5.4 The Hirer must notify the Owners promptly of any loss of or damage to the Goods and hold any insurance monies received by the Hirer in trust for the Owners.

5.5 The Hirer irrevocably authorises the Owners to negotiate with the insurers to settle any insurance claim and to receive the insurance moneys.

5.6 Any loss of or damage to the Goods shall not affect the continuance of this Agreement.

5.7 If the Hirer fails to pay any insurance premium the Owners may, but shall not be obliged to, pay the same and the Hirer will reimburse the Owners on demand.

6. Termination of Agreement

At the end of the minimum Hire Period both parties may terminate this Agreement by giving one month's notice in writing to the other party. Upon termination the Hirer shall forthwith return the Goods to the Owners or make them available for collection.

7. Default

7.1 The Hirer shall be in default of and the Owners shall be entitled to terminate this Agreement with immediate effect if the Hirer:

7.1.1 breaks any of the terms of this Agreement;

7.1.2 allows any distress or execution to be levied against any of its assets or the Goods;

7.1.3 petitions for bankruptcy or suffers a bankruptcy petition to be presented against the Hirer;

7.1.4 enters into or takes steps to enter into a composition with creditors or calls a meeting of creditors;

7.1.5 in Scotland, becomes insolvent or suffers sequestration or a receiver, judicial factor or trustee is appointed over any of the Hirer's estate or effects or arrestment, charge, poinding or diligence to be issued or levied on any of the Hirer's estate or effects or suffers any exercise or threatened exercise of a landlord's hypothec.

7.2 On the happening of any event referred to in Clause 7.1, the Owners may, after sending a default notice:-

7.2.1 end this Agreement;

7.2.2 repossess the Goods and under an order of the Court or with the Hirer's consent given at that time enter any premises where the Goods are or are believed to be; and

7.2.3 recover from the Hirer:-

(a) all arrears of Rentals, interest and other sums payable under this agreement up to the date of termination; and

(b) all costs and expenses incurred in repossessing, repairing, storing, insuring and selling the Goods, delivering them to a buyer and any sales commission paid in connection with their sale; and

(c) as compensation, and/or liquidated damages for breach of this agreement, a sum equal to the aggregate of all Rentals which would, but for termination of this Agreement, have become due and payable under this Agreement from the date of termination to the date of expiry of the minimum Hire Period less a discount for accelerated payment calculated at the rate of [5%] on each Rental from the date of termination to the dates on which the Rental would have become payable but for termination, less the net proceeds of sale of the Goods, if repossessed and sold or their value as determined by the Owners, if not sold.

8. Expenses and default interest

8.1 The Hirer must pay to the Owners any expenses the Owners may incur in enforcing its rights under this Agreement.

8.2 If any sum payable under this Agreement is not paid by its due date, without prejudice to the Owners' other rights, the Owners may require the Hirer to pay to it default interest at the rate of [3%] above the Owners' bank base rate from time to time, from the due date of payment until such sum is received by the Owners.

9. Acknowledgement and exclusions

The Owners do not make or give any representation, warranty, stipulation or undertaking, express or implied, written or oral whether by statute, common law or otherwise in respect of the Goods other than the conditions and warranties which are incapable of exclusion at law.

10. Data protection

10.1 Application

To help the Owners decide whether to enter into this Agreement or any future agreement with the Hirer, the Owners may make use of the information provided to it by the Hirer, information received from enquiries made about the Hirer, and information gained from the Hirer's performance of this and any other agreement which the Hirer has with the Owners. The Owners enquiries may include searching the Hirer's record at one or more credit reference agencies ("the Credit Reference Agencies") who will keep details of the search. These details will be seen by other organisations who make searches. Information held about the Hirer by the Credit Reference Agencies may be linked to records relating to one or more of the Hirer's partners. This is called an "association". For the purposes of this Agreement and the application, the Hirer may be treated as financially linked and assessed with reference to any associated records.

If this is a joint application or if the Owners are informed by the Hirer of a financial association with another person, the Hirer must ensure that he has the authority (i) to disclose information about the joint applicant and any such other person and (ii) to authorise the Owners to search, link or record information about the joint applicant or such other person, at one or more of the Credit Reference Agencies. An "association" will be created at the Credit Reference Agencies between the joint applicants and/or between the Hirer and any person with whom the Hirer has stated there is a financial relationship. This links together all the financial records, and unless a disassociation is successfully filed at the Credit Reference Agencies, all the financial records will be taken into account in any future applications by the joint applicants, whether such applications are made together, or separately. The Owners may also use a credit scoring system.

10.2 Use and disclosure

If the Owners enter into this Agreement with the Hirer, the Owners may disclose information about the Hirer, this Agreement and the conduct of the Hirer's account (including payment record) to any of the Credit Reference Agencies.

Such information may also be shared with other organisations and may be used and searched to consider application for credit and credit related services, such as insurance for you and any associated person, or to trace debtors, recover debts, prevent and detect money laundering and fraud, and to manage the Hirer's account(s)

10.3 Marketing

The information which the Owners hold about the Hirer may be further used for the purpose of carrying out market research. The Owners may also provide the Hirer with information about the Owners' other products and services. For these purposes, the Owners may contact the Hirer by post, telephone, e-mail, fax or other means. If the Hirer does not wish to be contacted for this purpose he/she should write to the Owners.

10.4 The Hirer's rights

Upon payment of a fee to cover the Owners' relevant expenses the Hirer has a right to receive a copy of the information held by the Owners relating to the Hirer. 11.

Miscellaneous

11.1 Any notice under this Agreement may be given by delivery, post or facsimile addressed to the relevant party at such party's address stated in this Agreement or such party's last known address or facsimile number. Notices sent by first-class post shall be deemed to have been received 48 hours after posting, and notices sent by facsimile on dispatch.

11.2 Either party shall immediately notify the other of a change of his address.

11.3 The Owners may assign their rights and transfer their obligations under this Agreement but not so as to affect any provision of this Agreement or any of the Hirer's rights to his detriment. The Hirer may not assign his rights.

11.4 Where more than one person signed this Agreement as the Hirer, each shall be jointly and severally liable for the Hirer's obligations and liability under this Agreement. This means that each of the Hirers can be made fully liable for the other Hirer's indebtedness to the Owners under this Agreement.

11.5 No relaxation or indulgence which the Owners may grant the Hirer shall affect the Owners' rights under this Agreement.

IMPORTANT – YOU SHOULD READ THIS CAREFULLY:

YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not, the Owners cannot enforce the agreement against you without a court order.

If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standard Department or your nearest Citizens' Advice Bureau.