



Musical Instrument Hire

Flutes

Clarinets

Soprano Saxophones

Alto Saxophones

Tenor Saxophones

Trumpets

Trombones

www.wollongongwindrepairs.com.au

Ph. 1300 83 94 97

How Does It Work?

Get off to a flying start with a brand-new hire instrument!

Not everyone is ready to purchase a brand-new instrument for the first music lesson. Rent-a-Horn offers a great alternative: hire a brand-new instrument for a maximum of 12 months at rock-bottom prices. If you like it, you have the option to purchase it at any time during your Rental Period. If not, you simply return the instrument to us at any time before the 12-month Rental Period expires.

- ♪ No deposit or bond required
- ♪ Interest free ^(^)
- ♪ Free maintenance for normal wear and tear
- ♪ Delivery to your door (charges apply)

Rent-a-Horn: Hire to Buy

With Rent-a-Horn you can apply to purchase your hire instrument at any time. Of course, you also have the flexibility to return the instrument to us within the Rental Period with no penalties.

The full rental fees you paid in the first 12 months can be rebated towards the purchase of your instrument (*).

After 12 months, no further rebates apply and rental fees will be charged until the instrument is purchased or returned to Wollongong Wind Repairs.

^ assuming you pay your fees by the due date, please refer to the attached Agreement, heading 8.

* the contract value is the supplier's Recommended Retail Price (RRP) unless otherwise stated. No discounts shall apply to hire instruments.

Terms & Conditions

The agreement formed on acceptance of this Application is a Rental Agreement and is not to be taken to constitute a Hire Purchase Agreement or an agreement for sale of goods by installment.

Definitions

- **Instrument** refers to the musical instrument, the case and any accessories supplied with the instrument and not purchased separately.
- **Teachers' Choice Musical Instruments** and **Wollongong Wind Repairs** refer to Peter Wouters ABN 45 611 336 220 trading as Wollongong Wind Repairs and Teachers' Choice Musical Instruments.

I acknowledge that by entering into this agreement between myself and Wollongong Wind Repairs to rent a musical instrument, I am agreeing to the terms and conditions listed below.

1. Payments: I agree to pay the monthly fee in advance as set out in this application. Payments will begin upon acceptance and processing of this application and thereafter close to or on the monthly anniversary of the first payment. Wollongong Wind Repairs may charge my credit or debit card through an Electronic Clearing System.

2. Agreement: I agree that the instrument shall remain the property of Wollongong Wind Repairs and I will be charged monthly in advance the rental charge until such time as the instrument is either returned to the premises of Wollongong Wind Repairs or until I choose to purchase the instrument under the Rent-a-Horn scheme.

I agree to maintain the instrument in the same condition in which it was initially rented to me. I understand that I am responsible for the purchase of consumables such as reeds, greases and other items expected to be replaced through normal use, and that I am responsible for the purchase of a cleaning swab for the interior of the instrument if required.

I agree to notify Wollongong Wind Repairs within 48 hours of any loss, theft or damage to the instrument.

I agree not to sell, lend, lease, assign, mortgage, pledge for pawn or otherwise deal with the instrument in such a way that it leaves my personal control.

I agree not to attempt to repair the instrument myself, or attempt any change to the instrument.

I understand that should I feel the instrument is in need for repair, I will return the instrument to Wollongong Wind Repairs for assessment and repair, and that without prior arrangement, Wollongong Wind Repairs does not authorize me to take the instrument to any repairer other than Wollongong Wind Repairs.

3. Delivery: I understand that if I elect to have the instrument delivered, I will be charged a further \$40 and that this and the first monthly payment will be debited upon acceptance and processing of my application. I acknowledge that Wollongong Wind Repairs will endeavour to deliver the instrument quickly and safely and I will not hold Wollongong Wind Repairs responsible for any delays in the delivery of the instrument.

4. Damage: If the instrument is damaged while in my possession, I am liable for any repairs as deemed by Wollongong Wind Repairs. On demand, I shall pay Wollongong Wind Repairs either the cost of repairs or the value of the instrument as assessed by Wollongong Wind Repairs, whichever is the lesser amount. Wollongong Wind Repairs is not required to replace this instrument until I have paid this amount.

5 Purchasing the Instrument: At any time during the Rental Period but not after its termination, I may give notice of my wish to purchase the instrument. Wollongong Wind Repairs may, in its absolute discretion, without legal obligation to do so, agree to sell the instrument to me at the residual Contract Value determined at the date it receives the notice by the formula $B - A$, whereby $B =$ the Contract Value at the start of the Rental Period and $A = 100\%$ of the rental charges paid up to the end of 12 months from the start of the Rental Period. Before the expiry of the 12th month of the Rental Period, I will notify Wollongong Wind Repairs of my decision to purchase the instrument or start a new hire term. If no notice has been given by the expiry of the Rental Term, it shall be deemed that the Rental Term shall not be renewed and the instrument

shall not be purchased by me and the instrument shall be returned to Wollongong Wind Repairs.

6. Returning the instrument: If I no longer wish to rent the instrument I agree to return it to the premises of Wollongong Wind Repairs on or before the due date of payment processing, otherwise the next month's rental will be charged. Notwithstanding normal wear and tear, I understand that I must return the instrument in the original condition and with the original accessories. If on its return the instrument is found to have been damaged I understand that I will be liable for any costs involved in the repair of the instrument. I understand that I may elect to have any damage assessed by an independent repairer if I am not in agreeance with the assessment by Wollongong Wind Repairs.

7. Maintenance: Unless I am in default, Wollongong Wind Repairs will carry out at its cost such maintenance and repairs (excluding case repairs) that may be required due to normal use to the extent it considers necessary to keep the instrument in proper playing order, or at its option will replace the instrument. What is normal use will be determined by Wollongong Wind Repairs but does not include defects due to misuse, negligence or lack of supervision on my part or of any person I permit (without the consent of Wollongong Wind Repairs) to carry out any maintenance or repairs. If the instrument is lost or needs repair or maintenance, no abatement of rental charges or suspension of the agreement will apply; if a replacement is needed, Wollongong Wind Repairs will endeavour to have it supplied as soon as possible but will not be responsible for any delay. If the instrument requires repair, servicing or maintenance, unless otherwise agreed, it is my responsibility to deliver it to Wollongong Wind Repairs and arrange for its collection on completion of work.

8. Default: I understand that I must ensure there are sufficient funds available in my elected account to allow the credit/debit card payment to be made in accordance with this agreement and that if there are insufficient funds available, I may be charged a fee and/or interest by my financial institution and I will also incur fees and charges imposed or incurred by Wollongong Wind Repairs in direct relation to this. Should there be

insufficient funds available I will arrange for the payment to be made by another method or will arrange for sufficient funds to be available so that the payment can be processed. If I fail to pay any amount due for 14 days after that amount has become due or commit any other breach of the provisions of this agreement, Wollongong Wind Repairs may resume possession of the instrument. In this event, I will allow the collection of the instrument by and fully cooperate with Wollongong Wind Repairs or its agents, and I will be liable to pay all expenses incurred by Wollongong Wind Repairs in seeking recovery of overdue or unpaid monies including legal or administration costs and any amount payable to its agents and debit recovery agents (subject to any law to the contrary).

9. Indemnity: Unless otherwise provided by law, I indemnify Wollongong Wind Repairs and keep it indemnified together with its employees and agents, against all loss, damage, injury, claims, demands, costs and expenses (including legal costs) of any nature that it may incur or be liable for due to my/the student using the instrument or breaching this Agreement.

10. Insurance: I understand that I am responsible for insuring the instrument and that if the instrument is lost, stolen or damaged, I am responsible for its replacement or repair. If I let someone else use the instrument, anything done by them or occurring while the instrument is in their possession or control is deemed to have been done by me as the hirer or occurred while in my possession or control.

11. Miscellaneous Provisions:

Change of Address: I must immediately notify Wollongong Wind Repairs in writing of any change of my address, including my given email address, or if a Student is named in the Application, any change in school details.

Notices: A notice will be sufficiently given if delivered to me personally or by prepaid post addressed to me at my last given address, which will be deemed to have been received 48 hours after posting, or to Wollongong Wind

Repairs if sent by prepaid post addressed to Wollongong Wind Repairs at PO Box 4014, Towradgi NSW 2518, or by email to info@wollongongwindrepairs.com.au which will be deemed to have been received on the date sent.

Notices of any kind to be given under the Agreement must be in writing (whether by letter or email).

Jurisdiction: Notwithstanding any implication of law to the contrary, the Agreement will be deemed to be made in New South Wales and will be construed in accordance with and be enforceable in accordance with the laws of New South Wales and I expressly agree along with Wollongong Wind Repairs to submit to the jurisdiction of the Courts of that State in respect of all matters arising under or relating to the Agreement.

Severance: If a provision of the Agreement is, or at any time becomes, void or unenforceable or is found to infringe any State or Federal law (whether existing or coming into effect during the term of the Agreement) the remaining provisions will continue in full force and effect. The provision in question will immediately be severed and replaced with a lawful and enforceable provision which so far as possible attains the same economic benefit or burden or other effect for me and Wollongong Wind Repairs as the severed provision was intended to attain.

Assignment of Rights: Wollongong Wind Repairs may at any time during the term of the Agreement assign or transfer its rights and obligations under the Agreement to other company or person without notice to me.

Waiver: any concession given to me does not affect Wollongong Wind Repairs' rights under the Agreement and waiver of a particular breach is not to be taken as a waiver of any further or continuing breach and the ending of the Agreement does not affect Wollongong Wind Repairs' entitlement to recover any monies due to the date of termination or damages for any breach.

Entire Agreement: The Agreement is Wollongong Wind Repairs' entire agreement with me regarding the rental

of the Instrument; any prior terms or understandings are cancelled or replaced.

Right of Refusal: Wollongong Wind Repairs reserves the right to refuse service.

Privacy Act

I understand that Wollongong Wind Repairs only collects personal information necessary for it to carry out its business as a retailer. Wollongong Wind Repairs collects such information by lawful and fair means and in an unobtrusive manner. Wollongong Wind Repairs will use and disclose my personal information for the primary purpose of a related purpose to its business as a retailer as permitted by the Privacy Act 1988 or where I consent to such a disclosure.

I understand that Wollongong Wind Repairs does not provide my personal information to third parties, but may occasionally use my personal information for the purpose of marketing the products of Wollongong Wind Repairs directly to me.



... a trading name of

