



Dawkes Music Rental Agreement

- Dawkes Music warrants that the Goods shall be of satisfactory quality and fit for purpose. In the event that you believe this not to be the case, you must inform Dawkes Music Ltd immediately so that an examination of the Goods may be carried out, and if necessary, any repairs or adjustments made.
- Any repairs or adjustments must be carried out by Dawkes Music Ltd or its chosen agent.
- You agree to indemnify Dawkes Music Ltd from any loss or damage should you fail to comply with paragraphs 1 and 2 above.
- During the duration of the Agreement, the Goods remain the property of Dawkes Music Ltd.
- You are not permitted to treat the Goods as your own whatsoever. In particular you are not permitted to sell, hire, lend or in any way deal with or dispose of the Goods.
- During the duration of the Agreement the risk in the Goods shall pass to you and you shall inform Dawkes Music Ltd immediately should any loss or damage occur in respect of the Goods.
- A £25 insurance excess charge is payable to Dawkes Music Ltd should any loss or damage occur
- An initial payment is payable upon accepting the Agreement and thereafter the rental charge is payable by way of monthly direct debit on the 20th of each month.
- In the event that a monthly payment is not honoured, the Goods must be returned to Dawkes Music Ltd.
- The Agreement is for a minimum period of 3 months (the "Initial Period"). After this period the Agreement may be terminated but only once the Goods have been returned to Dawkes Music Ltd.
- Following completion of the Initial Period, half of all payments made from month 4 onwards can be used towards the cost of a new instrument.
- The Agreement is subject to English Law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.
- Dawkes Music Ltd reserves the right to commence legal proceedings against you in respect of any breach of the Agreement. The costs associated with any such legal proceedings will be met by you.
- The Agreement constitutes the entire agreement between you and Dawkes Music Ltd and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

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