



**I agree that for the duration of this Agreement for the instrument listed:-**

The goods are described above (the "Goods").

1. Dawkes Music Limited ("Dawkes") 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 immediately so that an examination of the Goods may be carried out, and if necessary, any repairs or adjustments made.
2. Any repairs or adjustments must be carried out by Dawkes or its chosen agent.
3. You agree to indemnify Dawkes from any loss or damage should you fail to comply with paragraphs [1] and [2] above.
4. During the duration of this Agreement, the Goods remain the property of Dawkes.
5. 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 without the previous consent in writing of Dawkes.
6. During the duration of the Agreement you shall maintain the Goods in a condition that would allow Dawkes to re-hire the goods to another customer immediately without any required maintenance in accordance with clause [1] of this agreement ("Satisfactory Condition") and you must inform Dawkes immediately should any damage occur in respect of the Goods.
7. A £25 insurance excess charge is payable to Dawkes Music & Windcraft Ltd should any loss or damage occur.
8. An initial payment is payable upon signing the Agreement and thereafter the rental charge is payable by way of monthly direct debit on the 20th of each month.
9. In the event that a monthly payment is not honoured, the Goods must be returned to Dawkes immediately in a Satisfactory Condition (failing which you will be liable to us up to the value of the Goods).
10. 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 in a Satisfactory Condition.
11. Following completion of the Initial Period half of each monthly payment made thereafter ("Rental Credits") may be used by you towards the cost of purchasing a new or second hand musical instrument from Dawkes. This shall be subject to a cap which is the equivalent value of the Goods ("Value Cap"). Rental Credits to purchase an instrument shall only be held by Dawkes on your behalf for 14 days after the Value Cap has been reached after which time any Rental Credits shall be the property of Dawkes.
12. Dawkes shall not be required to purchase back any instrument purchased using Rental Credits.
13. The Agreement is subject to English Law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.
14. Dawkes reserves the right to commence legal proceedings against you in respect of any breach of this Agreement. The costs associated with any such legal proceedings will be met by you.
15. This Agreement constitutes the entire agreement between you and Dawkes and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

When taking out an instrument rental contract with Dawkes Music we reserve the right to contact you via the email address provided to provide relevant financial information about your rental contract. The contract between Dawkes Music and the Rental Customer forms the legal basis for us to send periodic relevant email communications regarding your rental contract with us. These emails are not part of our standard marketing communications, they serve to inform you about your rental contract details only.

We fully respect the privacy of all customers and should you wish to Opt-Out of receiving these Rental email communications please contact us via [accounts@dawkes.co.uk](mailto:accounts@dawkes.co.uk) or on the telephone: 01628 630 800. We will then implement other methods to contact you regarding your rental contract with Dawkes Music.