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Hire Agreement Regulated by the Consumer Credit Act 1974

Between us Normans (Burton-Upon-Trent) Limited, of Third Avenue, Centrum One Hundred, Burton on Trent, Staffordshire, DE14 2WD, Company Number 00707581, Telephone Number 0845-688-0422, ("the Owner") and you ("the Hirer").

Name of Hirer _____ Address _____
Address (Cont'd) _____ Post Code _____

KEY FINANCIAL INFORMATION

Description of Goods (Please tick box(s))

Band A	Band B
<input type="checkbox"/> Clarinet	<input type="checkbox"/> Curved Head Flute
<input type="checkbox"/> Mini Clarinet	<input type="checkbox"/> Alto Saxophone
<input type="checkbox"/> Flute	<input type="checkbox"/> Like New Option
<input type="checkbox"/> Cornet	<input type="checkbox"/> Please provide "like new" if available
<input type="checkbox"/> Trumpet	

Hiring is payable by 24 Monthly Rentals, each in the sum of £ _____ payable one month after the date of this agreement and on the same date of every successive month of the Fixed Term

Variations in Rentals

We have the right to vary the Monthly Rentals by giving you one month's notice of the variation, if there is a change in corporation tax, capital allowances, writing down allowances, or VAT, so as to leave us in the same position as if the event had not taken place.

KEY INFORMATION

Charges

We may charge you default interest in accordance with clause 7(a) overleaf. We may also require payment of our reasonable charges for (a) sending arrears letters or reminders (b) tracing you if you move address without notifying us (c) finding the goods if they are not at the address supplied by you or (d) cheques, standing orders or direct debits which are dishonoured, stopped or not paid by you. Where known at the date of this agreement, our costs for the above are for (a) £5, for (b) £90, for (c) £90, and for (d) £15, and otherwise as notified to you. We would additionally refer you to clause 7(b) overleaf – costs for enforcing this agreement.

If you change your payment method from Direct Debit to another payment method then we may charge you an additional 4% on your rentals in accordance with clause 7(c) overleaf.

This agreement is subject to and incorporates the terms of agreement set out above and overleaf.

KEY INFORMATION

Missing Payments

Missing payments could have severe consequences and may make obtaining credit more difficult.

Cancellation Rights

This agreement is not cancellable.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Owner cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can end this agreement by writing to the person you make your payments to and giving at least one month's notice. In order to do this the agreement must have been allowed to run for at least 18 months though this may include the period of notice. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

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 of Hirer

Date of Signature

Under this Agreement the goods do not become your property and you must not sell them

Signed for on behalf of Normans (Burton-Upon-Trent) Limited

On _____ 20 _____ which is also the date of this agreement.

Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form and send it to Normans (Burton-Upon-Trent) Limited, Third Avenue, Centrum 100, Burton on Trent, Staffordshire, DE14 2WD

To: **The Manager**

Bank: _____
Address: _____
Post Code: _____

Name of Account Holder: _____
Account Number: _____
Sort Code: _____

Service User Number:

2	5	1	8	0	9
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Reference: _____

Instructions to your Bank or Building Society
Please pay Normans (Burton-upon-Trent) Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Normans (Burton-upon-Trent) Limited and, if so, details will be passed electronically to my Bank/Building Society

Signature: _____
2nd Signature (if required): _____
Date: _____ / _____ / _____

Banks and Building Societies may not accept Direct Debit instructions from some types of account



This guarantee should be detached and retained by the Payer



The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Normans (Burton-Upon-Trent) Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Normans (Burton-Upon-Trent) Limited to collect a payment, confirmation of the amount will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Normans (Burton-Upon-Trent) Limited or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – if you receive a refund you are not entitled to you must pay it back when Normans (Burton-Upon-Trent) Limited asks to you.
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.



This form must be completed and returned with your signed instrument application to Music for Schools Foundation, PO Box 6018, Burton Upon Trent, Staffordshire, DE14 2WU.

If you have applied to hire the instrument from Normans (Burton-Upon-Trent) Limited under their Rental Package then the information required below in respect of the applicant must be for the same person who has applied to be the hirer on that agreement. In addition, the debit / credit card information requested below must also be for a debit / credit card registered in the name of, and at the address, of that person.

Please complete all sections highlighted in pink (where applicable)

Information Regarding Applicant	
Name of Applicant	
Applicant's Date of Birth	
Applicant's Mother's Maiden Name	
Contact Telephone Number	
Contact Mobile Telephone Number	
E-mail Address	
Information Regarding Pupil	
Name of Pupil	
School	
School Year	

First Term's Tuition

Please enter your debit / credit card details below for The Music for Schools Foundation to take payment of £26 for the first terms tuition (half price)

Card Type	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	<input type="checkbox"/> Maestro	<input type="checkbox"/> Visa Electron	<input type="checkbox"/> JCB
Card Number	<input type="text"/>				
Valid From (mm/yy)	<input type="text"/>	<input type="text"/>	Valid To (mm/yy)	<input type="text"/>	<input type="text"/>
Issue Number (if applicable)	<input type="text"/>	Security Number (Last 3 Digits on Back)	<input type="text"/>		
Your Signature	<input type="text"/>				

The Music for Schools Foundation is registered as a charity (number 1067859)

Terms

1. Hire of goods and your acknowledgement and warranty

We agree to hire to you, and you agree to take on hire, the goods (subject to clause 8c) from the date of this agreement until the expiry of the Fixed Term (subject to the period of notice under clause 8b). You acknowledge and warrant to us that the goods specified over the page are of a size, type, design, quality, model and specification chosen or approved by you.

2. Payment by you

a) You agree to pay us the monthly rentals in the amounts and at the times shown over the page.
b) It is essential that you make all the payments in full and on time by direct debit. If we agree that you can pay by post you will be responsible for any payments lost in the post.

3. Change of address

You must let us know, in writing, within seven days about any change of your address.

4. Caring for the goods

You must use the goods carefully and properly and must keep the goods in good working order and condition. You must operate and maintain the goods according to instructions given by the manufacturer and shall modify such operations and maintenance from time to time in accordance with the manufacturers or our instructions and shall not allow any person, unless properly trained by and to a standard set from time to time by the manufacturer or his accredited agent, to operate the instrument. In the event that the instrument develops a fault this should be reported to us and the instrument should be returned to us, at your cost, at Third Avenue, Centrum 100, Burton on Trent, Staffordshire, DE14 2WD or such other address as we may notify you from time to time. We will make arrangements to repair the instrument at our cost where any fault has not arisen from your willful neglect or from damage. You shall not allow any repair alteration modification or replacement of component parts to be effected other than by the manufacturer's accredited representative.

5. Ownership of the goods

The goods will be our property at all times, and you must not sell or dispose of them. Provided that you have performed all of your obligations under this agreement, at the expiration of the Fixed Term we will agree to transfer property in the goods to a third party and procure that it sells the goods to you for an amount no greater than the sum of rentals that we have received from you under this agreement which we will pay to the third party on your behalf.

6. Insuring the goods

You must insure the goods and keep them insured with a reputable insurer against any and all loss of, or damage to, the goods (however it is caused) and cause our interest in the goods to be noted on the insurance policy.

7. Default interest and other enforcement rights

a) If you fail to pay us any amount you owe us under this agreement by the date it is due, we may charge you interest on that amount until you pay it. We will charge you interest at the daily rate of 4% above the rate set at any time by The Royal Bank of Scotland PLC as the bank base rate. We may charge this interest even after we have received a court judgment against you.
b) You agree to pay us any charges or costs shown in 'Key Information' over the page which may become payable by you, including our reasonable legal costs for enforcing this agreement.
c) If you begin paying us by direct debit, but subsequently change from this payment method, we will charge you an extra 4% on each future Monthly Rental to cover our increased costs of administration.

8. Right to end this agreement

a) The Consumer Credit Act 1974 gives you the right to end this agreement by writing to us and giving us at least one month's notice provided that the agreement has been allowed to run for 18 months including the period of notice. In addition to your rights under the Act you have the right to end this agreement provided that you have paid us at least three Monthly Rentals and that the goods are returned to us in sound condition at Third Avenue, Centrum 100, Burton on Trent, Staffordshire, DE14 2WD or such other address as we may notify you of from time to time, and that payments due to us under this agreement at the date that goods are returned are up to date.

8. Right to end this agreement (Continued)

b) You or we may end this agreement by giving the other one month's notice in writing to expire on, or after, the last day of the Fixed Term of hire. You must then return the goods to us at Third Avenue, Centrum 100, Burton on Trent, Staffordshire, DE14 2WD or such other address as we may notify you of from time to time.
c) We will assume that you refuse to comply with the terms and conditions of this agreement, and we will be entitled to end this agreement and take the goods back after giving you a 'default notice', if:
i) you break any of the clauses 2, 5 or 6 of this agreement or commit any other material breach of your obligations under this agreement;
ii) you provided false information to enter into this agreement;
iii) the goods are destroyed or treated as a total loss under any insurance claim;
iv) you have done something which would allow any of your belongings, property, income or savings to be legally removed to pay off any of your debts; or
v) a statutory demand is served upon you and is not paid by you within 21 days, steps are taken to declare you bankrupt, you take steps to enter into any arrangement or debt management plan with your creditors, a bailiff or other officer controls or seizes the goods or any of your goods following a court order, or the landlord of the premises where the goods are normally situated threatens, or takes steps, to seize or in any other way control the goods or any of your goods.

9. Your liability if we end the agreement

a) If you or we end the agreement under clause 8 you must pay us all rentals due up to the date this agreement ends.
b) If we end this agreement under clause 8c) before the end of the Fixed Term of hire, you must pay us all rentals due up to the date that this agreement ends plus the total of the remaining rentals which would have become due up to the end of the Fixed Term of hire had we not ended the agreement, less any rentals we receive by re-letting the goods for the remainder of the Fixed Term of hire, and less any other deductions we consider reasonable.

10. General conditions

a) 'Goods' means the goods described over the page and includes any replacements, renewals and additions we or any insurers have agreed to.
b) References to any Act or regulation includes any amendments to that Act or regulation.
c) If at any time we allow you to do something which is against any of the terms and conditions of this agreement, this will not prevent us from insisting that you strictly follow the terms and conditions at any later time.
d) We may transfer our rights and responsibilities under this agreement to another person. This will not take away any of your rights or responsibilities under this agreement. You may not transfer any of your rights or responsibilities under this agreement to another person.
e) English law will apply to this agreement. If you entered into this agreement in Scotland, words that are not in current use in Scotland will have their nearest equivalent meanings.

11. When this agreement comes into force

This agreement will only come into force when we have signed it.

12. Rights of other people

Nothing in this agreement will give any person, other than you or us (or anyone who takes over from us or any person we have transferred our rights to under this agreement), any rights under this agreement.

Use of your information

In considering whether to enter into this agreement we will search your records at credit reference agencies. They will add, to your record about you, details of our search and your application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and those with whom you are financially linked. We may use a credit scoring or other automated decision making system. We will also add to your record with the credit reference agencies details of your agreement with us, any payments you make under it and any default or failure to keep to its terms.

Use of your information (Continued)

These records will be shared with other organisations and may be used and searched by us and them to:

- consider applications for credit related services, such as insurance, for you and any associated person;
- trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s).

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded.

Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes. If we transfer, charge or assign your agreement to a third party or if we employ a third party to manage any aspect of your account, we will pass relevant information about you to them.

Please telephone or write to us at the telephone number/address stated overleaf if you want to have details of the credit reference agencies or any other agencies from whom we obtain, and to whom we pass, information about you.

You have a legal right to these details. You have a right to receive a copy of the information that we hold about you. A fee may be payable.

Use of associated records

Before entering into this agreement we may search records at credit reference agencies, which may be linked to your spouse, partner, or other persons with whom you are linked financially. For the purposes of any application for this agreement you may be treated as financially linked and you will be assessed with reference to "associated records".

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an 'association' will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a 'disassociation' at the credit reference agency.