

TERMS AND CONDITIONS

Please be aware that by signing these T & C's you are consenting to all of the conditions herein.

All instruments and equipment remain the property of Instrument Hire irrespective of the length of hire periods unless by prior agreement with written consent and contract by Instrument Hire.

General :

All equipment becomes the responsibility of the closest Adult / parent/ caregiver if the intended user is below the age of 18 years or does not qualify in terms of the financial commitment required of this contract.

New clients must provide personal contact information as well as copies of ID and Utility bill (proof of address).

Instruments may be swapped pro rata during the monthly rental period if they are available upon request, Contracts however may NOT be cancelled pro-rata.

The Hirer grants Instrument Hire (IH) permission to verify all information in this document and understands that false information is considered fraudulent.

Availability of items may differ from items requested or available.

Responsibility :

The hirer uses equipment at their own risk.

The hirer agrees to take proper care of the hired equipment.

The hirer will ensure that only competent people will use the equipment and use it in the manner for which it was designed, following any instructions and directions from the supplier(IH)

In the event of loss of equipment the hirer will be responsible for the full replacement cost and will indemnify the owner(IH) for the full current cost of replacing the equipment. The hirer must insure the equipment for the duration of hire as it is not covered by IH.

In the event of damage to equipment, the hirer will be responsible for the full repair or replacement cost.

The hirer agrees to guard the equipment against loss or damage until it has been returned or collected. The owner will invoice the hirer for the cost of damage , loss or cleaning of equipment including crates, guitar strings& picks, cables or protection for immediate settlement.

The hirer will not sub let the equipment under any circumstances.

Payment & Deposit :

Full Deposit and first months rental installment must be cleared or have accompanying PoP before equipment will be issued.

Payments may be made by credit card or EFT, cash not preferred.

A valid copy of ID and proof of residence/ utility bill for the responsible person must be emailed for records.

Deposits will be returned in full after return and testing, unless repair deductions are due.

No accounts will be opened.

Any equipment returned after the agreed contract period without arrangement will be charged for another month at the full rate.

No further hiring contracts will be allowed in the event of unpaid or overdue contracts.

All equipment not returned will be charged at **IH** full price.

Any overdue contracts will be listed with the South African Credit Bureau and ITC.

Deliveries & collection :

Delivery charges are in addition to the basic hire rates and are mandatory for some of the range of products. If collection is required to ensure the timely return of hired goods, this charge will be in addition to the agreed contract fee.

Deliveries to 3rd party venues or unoccupied premises are the responsibility of the hirer.

All goods are checked before packing, it is the hirer's responsibility to alert **IH** of any issues in good time to avoid being held responsible for damage.

If access is not possible at an arranged time and the driver must return, the cost of collection will be added to the contract amount.

Drum sets and PA equipment must be delivered and collected for correct initial setup.

Acoustic instruments & guitars may be collected and returned by the hirer at no delivery fee.

Please note that in the case of self collection and return, Instruments & Equipment are not safe or insured in your vehicle.

Equipment may only be returned to **IH** staff with official **IH** paperwork & receipt at agreed **IH** time and place. If we have no record of your handover, you will remain responsible.

Equipment :

All equipment will be issued in good working condition.

Damage to instruments will be charged to the customer and deducted from the Deposit if reasonable, greater payments will be due immediately.

Broken strings are to be replaced by **IH** with notice or the customer may replace them with the correct strings with consent by **IH**.

As stock revolves, we may not be able to offer exact requested instruments, we will offer the nearest match until the original request can be provided.

Electric equipment can be hired with or without Amplified speakers or headphones as required.
The availability and cost of stock will vary all the time and may not be exactly the same as on the website or product list.

Insurance :

All hired instruments are to be cared for and secured by the hirer, loss damage, theft will be charged directly to the responsible party (hirer).

In the case of theft, incidents must be reported to the police and **IH** immediately.

Please note, all instruments must be secured as is required by all insurance companies at all times.

All hired equipment must be added (with detailed specification) to the Hirers insurance policy to cover in the event of loss, approximate cover values can be provided by **IH** on request.

Owners right to cancel :

IH may terminate the contract at any time should they believe the equipment to be at risk for any reason including if the manner of use is not approved of or if there is reason to believe that the hirer may not be able to fulfill payment obligations or replacement price.

IH reserves the right to terminate the contract and collect the equipment with immediate effect if the hirer is facing bankruptcy or liquidation.

The hirer grants **IH** rights to access any place where the equipment may be situated for collection/removal.

IH is not responsible to the hirer for any loss or liability suffered in the event of contract termination and equipment collection / removal.

Hirers name : _____

Hirers contact number : _____

Hirers ID number : _____

Signed _____

Date : ____/____/____