



## KBB Music Epsom

157 Manukau Road, Epsom, PO Box 9788, Newmarket, Auckland  
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Email: hires@kbbmusic.co.nz Web: www.kbbmusic.co.nz

Botany Shop 42, Botany Town Centre, Auckland, Ph 09 271-2642, Fax 09 271-2643  
Auckland Central 136 Karangahape Road, Auckland, Ph 09 309-1140, Fax 09 309-1142  
Wellington 40 Cuba Street, Te Aro, Ph 04 472-2526, Fax 04 472-1262

## Customer Number

### Renter Details Complete in full - Renter must be 18 years or over

Please Circle Ms / Mrs / Mr / Miss		First Names	Last Name	
Address		Postcode	Home Phone ( )	
Email Address		Mobile Phone ( )		
Nearest Relative or Friend <b>NOT</b> at the same address	Address of Nearest Relative or Friend		Phone No. of nearest relative or friend ( )	
Employer's Name (You or Your Partner)		Occupation	Work Phone ( )	
Name of Person Using Instrument (if not same as renter)			Name of School	
Address where Instrument is to be couriered to - if different to above. Please note: Delivery to Rural Addresses can take up to 3 days.				

### Details Required for Identification Purposes All renters must complete this section

Driver's Licence Number	Drivers Licence Version Number (Line 5b)	Date of Birth	# Verified - Staff Initial
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### Instruments & Accessories to be Rented - Minimum 3 month rental term

Instrument Description (Brand, Model and Size)	Instrument Serial Number	Instrument Value (RRP) \$
Accessory 1 (Brand, Model and Size)	Stock Code	Value (RRP) \$
Accessory 2 (Brand, Model and Size)	Stock Code	Value (RRP) \$
Accessory 3 (Brand, Model and Size)	Stock Code	Value (RRP) \$
Accessory 4 (Brand, Model and Size)	Stock Code	Value (RRP) \$
Rental Type: <input type="checkbox"/> Deluxe Rental <input type="checkbox"/> Budget Rental	Rental Amount	\$
Rental Period: <input type="checkbox"/> Monthly <input type="checkbox"/> Half School Year <input type="checkbox"/> Full School Year	Insurance	\$
Service Package for Budget Rentals only: optional but recommended <input type="checkbox"/> \$5.00 per month for Monthly rental <input type="checkbox"/> \$25.00 for Full School Year rental	Service Package (if applicable)	\$
Notes	Accessories (if applicable)	\$
	Courier (if applicable)	\$
Half School Year and Full School Year plans require full payment in advance. Monthly Rental Plans require first month's payment with this agreement.	<b>Total Payment</b>	\$

### Payment Details - All agreements are subject to credit approval

I have completed the supplied Direct Debit form with my bank account details, and agree to make payments as they fall due.

Initial payment \$ _____	Direct Debit Payments* \$ _____	<input type="checkbox"/> Monthly <input type="checkbox"/> Half School Yearly <input type="checkbox"/> Full School Yearly	Date / /
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*Please complete the following only if the instrument is to be couriered to you.*

Credit Card (Please circle) Visa / Mastercard / Amex	Credit Card Number	CSC #	Cardholder Name	Expiry Date
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\*All monthly Direct Debit payments will be processed by KBB Music on the first working day or the 15th of every month.

*Please turn over*

## The Renter Agrees:

KBB or KBB Music means KBB Music

**1. PAYMENT: If "Monthly Plan" chosen:** To pay the monthly instrument rental and, if chosen, the Insurance and Service Package each month. A Direct Debit deduction will be made on the first or 15th day of each month. I consent to the use of my Direct Debit deduction should payment be overdue. Late payment constitutes default under this agreement. The minimum term of rental under the monthly plan is three months. No refunds are given under this plan if the instrument is returned early.

**If "Full School Year Plan" or chosen:**

Full payment is made for the school year. "Full School Year" is defined as ending on 15 December of the year rental is commenced. A Direct Debit deduction will be made on due date unless the instrument is returned. **No refunds** are given under this plan if the instrument is returned early. The renter **may not** switch from this plan except after the expiry of the school year.

**If "Half School Year Plan" chosen:**

Full payment is made for a period ending 30 June or 15 December. A Direct Debit deduction will be made on due date unless the instrument is returned. **No refunds** are given under this plan if the instrument is returned early. The renter **may not** switch from this plan until the expiry of the half year paid for. Rental may be continued for a further half year (ending on either 30 June or 15 December) by paying in full the amount for the next half year on or before 30 June or 15 December as the case may be.

**2. GOOD CONDITION:** The instrument and case are to be kept in good working order and condition during the rental period. KBB Music reserves the right to cancel the agreement should the instrument show signs of neglect or abuse. **The renter hereby agrees to indemnify KBB Music for making good damage caused by abuse or neglect.** Damage to brass instruments and mouthpieces caused by attempted removal will be repaired at the cost of the renter. Damage to mouthpieces by such attempted removal will necessitate replacement of mouthpieces at the renter's cost.

**3. RETURN:** The instrument must be returned to one of KBB Music's stores (for all store locations, please visit [www.kbbmusic.co.nz](http://www.kbbmusic.co.nz)). All monies due under this agreement must be paid up to and including date of return. The renter is responsible for all freight charges. If the school year plan is chosen, returns must be made by 15th December of the year the rental commences. **Returns (after 15th December) are subject to \$2.00 rental for each day after 15th December.** If the half year plan is chosen returns must be made by the 30th June or 15th December following the date rental commenced. **Returns (after 30th June or 15th December as above) are subject to \$2.00 rental for each day after 30th June or 15th December.**

**4. PROPERTY:** The instrument remains the sole property of KBB Music and title shall not pass to the renter until all rental payments and other monies payable under this agreement have been paid in full.

**5. DEFAULT AND REPOSSESSION:** If the renter is in default under any clause in this agreement then KBB Music and / or its agents may without notice or demand forthwith take possession of the instrument, case and any other items affixed to or contained in the instrument or case.

**6. INDEMNITY:** To indemnify KBB Music against all costs, whether commissions, legal fees or otherwise, incurred by KBB Music or their duly authorised agents relating to the recovery of any monies, goods or services that may be outstanding from time to time pursuant to the terms of this agreement.

**7. PURCHASE:** The renter may convert from rental to purchase at any time:

a) Deduct from the recommended retail price (RRP) of a new Brass, Woodwind, Percussion, Stringed Instrument and Acoustic Piano rental monies already paid (not insurance or Service Package) up to a maximum deduction of 12 months' rental if monthly plan chosen. If Half School Year plan chosen deduction is limited to the first **two** half years' rental. If School Year Plan chosen deduction is limited to **first** year's rental. **Note limitation on used instruments in clause c) below.**

b) The renter may choose to purchase any instrument from stock (new or used) of the same type.

c) If the renter chooses to buy a **used** instrument, rental monies that can be deducted are limited to **50%** of amounts referred to in clauses 7(a) above.

d) The exception to the above will be Digital Pianos and Keyboards, where the first three months' rental monies paid will be deducted from the recommended retail price (RRP) of the instrument.

KBB Music may offer the renter a rental bonus in order to purchase the rental instrument, or an upgrade instrument from time to time.

**8. TRAVEL:** The instrument may not be taken out of New Zealand without the express permission of KBB Music.

**9. PRIVACY ACT:** I / We authorise any person or company to provide KBB Music with such information as may be required in response to credit enquiries, and to authorise KBB Music to furnish to any third party details of this agreement and any subsequent dealing that the renter may have as a result of this agreement being actioned by KBB Music.

**10. IF INSURANCE COVER NOT CHOSEN:** *The Renter agrees that if Insurance Cover is not chosen, the renter is responsible for the care of the instrument and will indemnify KBB Music for the value of the instrument should the instrument be lost, stolen or damaged beyond repair. In the event of damage repairs being required, the renter agrees to forward the instrument to KBB MUSIC, 157 Manukau Road, Epsom, Auckland, (at the renter's cost). KBB Music will repair the instrument and the renter agrees to pay for these repairs as well as return freight charges. The renter agrees that repairs will not be done other than by KBB Music except with the express permission of KBB Music. Unauthorised repairs which need to be made good will be at the cost of the renter.*

**11. CHANGE OF INSTRUMENT:** Renters may change instrument within the same group (e.g. change to a bigger size or flute to clarinet) at any time for no extra charge without losing any rights under PURCHASE clause 7.

**12: SERVICING: For Deluxe Rental Instruments:** Servicing and maintenance is included in your rental. KBB Music will do any service necessary to keep your instrument in proper playing condition. All servicing and repairs must be done only by KBB Music. Please note "Items not covered by Insurance" under Insurance section below.

**For Budget Rental Instruments:** An optional service package may be purchased **at the time of rental.** The service package offers servicing needed to maintain your Budget rental instrument in proper playing condition for \$5.00 per month for Monthly rentals, or \$25.00 for Full School Year rentals.

## Insurance

### FIRE, THEFT, MAJOR DAMAGE COVERAGE

You are protected 100% in the event of loss of the instrument by fire, theft, total loss or major damage. In the event of fire or major damage, KBB Music Ltd will either repair satisfactorily or replace the instrument with one of like age, condition and value, at the discretion of KBB Music. In the event of theft, you must bring us the original copy of the police report covering the facts of the theft. The police report must include both the model and serial numbers of the stolen instrument. The instrument will then be replaced with one of like age, condition and value (not a new instrument) as soon as possible.

### EXCESS

In the event of damage or loss the renter agrees to pay the first \$50 of each and every claim for a violin or viola and \$100 for each and every claim for a cello or double bass unless the cost is less than these amounts. KBB Music Insurance does not require excess for keyboards, pianos, brass or woodwind instruments.

### ITEMS NOT COVERED BY INSURANCE:

- Any condition that does not affect the playing performance.
- Repairs not done by KBB Music
- Refinishing of lacquer or plated finishes.
- Consumables that would be used in the normal operation or upkeep. (Strings, Reeds, Oils, Cork Grease, Swabs, Sticks, Rosin etc.)
- Accessories supplied with the instrument when rented: you are liable for lost or damaged Neckstraps, Ligatures, Caps, Cleaning Rods, Shoulder Rests, Power Adaptors, Note Rests, Keyboard Stands, Foot Pedals, Bags etc.
- Abuse or neglect however caused. Damage to finishes by improper cleaning will be charged to the renter.
- Attempted removal of jammed mouthpieces. Damage to brass instruments and mouthpieces caused by attempted removal constitutes abuse and will be repaired at the cost of the renter. Damage to mouthpieces by such attempted removal will necessitate replacement of mouthpieces at the renter's cost.

To avoid delay, please ensure you have completed all sections overleaf and have attached a completed Direct Debit Form.

I agree to the KBB Music Rental Agreement Terms and Conditions and understand my obligations if I do not choose Insurance as per clause 10 above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_