

Application for Hire

All fields must be completed or your application may not be approved.

Your Details: I am over 18 yes no

Surname _____

Given names _____

Residential address _____

_____ Postcode _____

Home phone () _____

Work/daytime phone () _____

Mobile phone _____

Email _____

Australian driver's licence No. _____

I own my home have mortgage rent board

I have moved _____ time(s) in the past 5 years.

Your employer / business name: _____

_____ Position _____

Address _____

_____ Postcode _____ Phone _____

If self employed: accountant's name: _____

Company _____

Phone _____

Alternative contact (not living at your address):

Name _____

Relationship to you _____

Address _____

_____ Postcode _____ Phone _____

Name of player _____

School _____ Class _____

Delivery address* (a \$30 fee applies) _____

_____ Postcode _____ Phone _____

***If applying by fax, email, or mail please include:**

a copy of photo ID (eg driver's licence) showing your current address

a copy of the front and back of your credit card

Give your child a head start with a quality new or used hire instrument!

- No deposit or bond, fast approval*
- Free maintenance (for normal wear and tear only)
- The instrument can be delivered direct to your door

*You must present an Australian photo ID showing your current address

EZIPLAN Buy-out Option

With **EZIPLAN** you can apply to buy a new hire instrument at ANY TIME! Or have the flexibility of being able to return it with no penalties.

All rental fees paid in the first 12 months can be rebated toward the purchase of your instrument.* Plus, from 12 -24 months a further 50% of rental fees paid can be used. (After 24 months no further rebates apply and rental fees will be charged until the instrument is purchased or returned to Sax & Woodwind...and Brass)

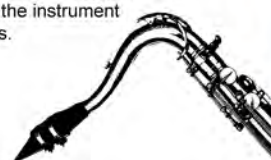
For example, an instrument with a contract value of \$899 hired at \$44 per month will be yours for a final payment of only \$371 after 12 months of hire.

*the contract value is the supplier's Recommended Retail Price (RRP) unless otherwise stated. Our normal discount prices do not apply to hire instruments. Please note you can usually purchase the instrument outright for less than the RRP at our discount prices.

SAX &
WOODWIND
...and BRASS

3/158 Parramatta Rd Camperdown
02 9557 4588 www.saxandwoodwind.com.au

SAX &
WOODWIND
...and BRASS



EZIPLAN
Student Instrument Hire

- Flutes
- Clarinets
- Trumpets
- Saxophones
- Trombones
- Oboes

www.saxandwoodwind.com.au 02 9557 4588

EZIPLAN Terms and Conditions

The Agreement formed on acceptance of this Application is a Rental Agreement and is not to be taken to constitute a Hire Purchase Agreement or an agreement for sale of goods by installment.

Definitions

"Instrument" refers to the musical instrument, the case, and any accessories supplied with the instrument and not purchased separately.

"Debit account" refers to the bank account or credit card elected to be debited for the monthly rental payments.

"Sax & Woodwind" refers to No Rococo Pty Ltd trading as Sax & Woodwind ABN 85 912 885 791 aka Sax & Woodwind...and Brass.

I acknowledge that by entering into this agreement between myself and Sax & Woodwind to rent a musical instrument, I am agreeing to the terms and conditions listed below:

1. Payments: I agree to pay the monthly fee in advance as set out in this application. Payments will begin upon acceptance and processing of this application and thereafter close to or on the monthly anniversary of the first payment. Sax & Woodwind may debit or charge my debit account through a Bulk Electronic Clearing System.

2. Agreement: I agree that the instrument shall remain the property of Sax & Woodwind and I will be charged monthly in advance the rental charge until such time as the instrument is either returned to the premises of Sax & Woodwind or until I choose to purchase the instrument under the EZIPLAN scheme. I agree to maintain the instrument in the same condition in which it was initially rented to me. I understand that I am responsible for the purchase of consumables such as reeds, strings, oils and greases, and other items expected to be replaced through normal use and that I am responsible for the purchase of a cleaning swab and neckstrap if necessary for the interior of the instrument if required.

I agree to notify Sax & Woodwind within 48 hours of any loss, theft, or damage to the instrument. I agree not to sell, lend, lease, assign, mortgage, pledge for pawn or otherwise deal with the instrument in such a way that it leaves my personal control.

I agree not to attempt to repair the instrument myself, or attempt any change to the instrument. I understand that should I feel the instrument is in need of repair I will return the instrument to Sax & Woodwind for assessment and repair, and that without prior arrangement Sax & Woodwind does not authorise me to take the instrument to any repairer other than Sax & Woodwind.

3. Delivery I understand that if I elect to have the instrument delivered I will be charged a further \$30 and that this and the first monthly payment will be debited upon acceptance and processing of my application. I acknowledge that Sax & Woodwind will endeavour to deliver the instrument quickly and safely and I will not hold Sax & Woodwind responsible for any delays in the delivery of the instrument.

4. Damage: If the Instrument is damaged while in my possession I am liable for any repairs as deemed by Sax & Woodwind. On demand I shall pay Sax & Woodwind either the cost of repairs or the value of the instrument as assessed by Sax & Woodwind whichever is the lesser amount. Sax & Woodwind is not required to replace the instrument until I have paid this amount.

5. Purchasing the Instrument At any time during the Rental Period but not after its termination, I may give notice of my wish to purchase the Instrument. Sax & Woodwind may in its absolute discretion, without legal obligation to do so, agree to sell the Instrument to me at the residual Contract Value determined at the date it receives the notice by the formula: C - (A + B), where: C = the Contract Value at the start of the Rental Period and A = 100% of the rental charges paid up to the end of 12 months from the start of the Rental Period and B = 50% of all rental charges paid after that for a further maximum period of 12 months.

6. Returning the Instrument If I no longer wish to rent the instrument I agree to return it to the premises of Sax & Woodwind on or before the due date of payment processing otherwise the next month's rental will be charged. Notwithstanding normal wear and tear, I understand that I must return the instrument in the original condition and with the original accessories. If on its return the instrument is found to have been damaged I understand that I will be liable for any costs involved in the repair of the instrument. I understand that I may elect to have any damage assessed by an independent repairer if I am not in agreement with the assessment by Sax & Woodwind.

7. Maintenance Unless I am in default, Sax & Woodwind will carry out at its cost such maintenance and repairs (not case repairs) that may be required due to normal use to the extent it considers necessary to keep the instrument in proper playing order or at its option will replace the instrument; what is normal use will be determined by Sax & Woodwind but does not include defects due to misuse, negligence, or lack of supervision on my part or the part of any person I permit (without Sax & Woodwind's consent) to carry out any maintenance or repairs. If the instrument is lost, or needs repair or maintenance, no abatement of rental charges or suspension of the agreement will apply, if a replacement is needed Sax & Woodwind will endeavour to have it supplied as soon as possible but will not be responsible for any delay. If the instrument requires repair, servicing or maintenance, unless otherwise agreed, it is my responsibility to deliver it to Sax & Woodwind and arrange for its collection on completion of work.

8. Default I understand that I must ensure there are sufficient funds available in the debit account to allow the debit payment to be made in accordance with this agreement and that if there are insufficient funds

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available I may be charged a fee and/or interest by my financial institution and I will also incur fees and charges imposed or incurred by Sax & Woodwind in direct relation to this. Should there be insufficient funds available I will arrange for the payment to be made by another method or will arrange for sufficient funds to be available so that the payment can be processed. If I fail to pay any amount due for 14 days after that amount has become due or commit any other breach of the provisions of this agreement, Sax & Woodwind may resume possession of the instrument. In this event I will allow the collection of the instrument by and fully cooperate with Sax & Woodwind or its agents and I will be liable to pay all expenses incurred by Sax & Woodwind in seeking recovery of overdue or unpaid monies including legal or administration costs and any amount payable to its agents and debt recovery agents (subject to any law to the contrary).

9. Indemnity Unless otherwise provided by law, I indemnify Sax & Woodwind and keep it indemnified, together with its employees and agents, against all loss, damage, injury, claims, demands, costs and expenses (including legal costs) of any nature that it may incur or be liable for due to my/the Student using the instrument or breaching this Agreement.

10. Insurance I understand that I am responsible for insuring the instrument and that if the instrument is lost, stolen, or damaged I am responsible for its replacement or repair. If I let someone else use the instrument anything done by them or occurring while the instrument is in their possession or control is deemed to have been done by me as the hirer or occurred while in my possession or control.

11. Miscellaneous Provisions

Change of Address: I must immediately notify Sax & Woodwind in writing of any change of my address, including my given email address, or if a Student is named in the Application, any change in school details.

Notices: A notice will be sufficiently given if delivered to me personally or by pre-paid post addressed to me at my last given address, which will be deemed to have been received 48 hours after posting, or to Sax & Woodwind if sent by pre-paid post addressed to Sax & Woodwind at 3/158 Parramatta Rd Camperdown 2050, or by facsimile to Sax & Woodwind's facsimile machine no. (02) 9557 4722, which will be deemed to have been received on the date of transmission, or by email to sales@saxandwoodwind.com.au which will be deemed to have been received on the date sent. Notices of any kind to be given under the Agreement, must be in writing (whether by letter, facsimile or email).

Jurisdiction: Notwithstanding any implication of law to the contrary, the Agreement will be deemed to be made in New South Wales and will be construed in accordance with and be enforceable in accordance with the laws of New South Wales and I expressly agree along with Sax & Woodwind agree to submit to the jurisdiction of the Courts of that State in respect of all matters arising under or relating to the Agreement. **Severance:** If a provision of the Agreement is or at any time becomes void or unenforceable or is found to infringe any State or Federal law (whether existing or coming into effect during the term of the Agreement) the remaining provisions will continue in full force and effect; the provision in question will immediately be severed and replaced with a lawful and enforceable provision which so far as possible attains the same economic benefit or burden or other effect for me and Sax & Woodwind as the severed provision was intended to attain.

Assignment of Rights: Sax & Woodwind may at any time during the term of the Agreement assign or transfer its rights and obligations under the Agreement to other company or person without notice to me.

Waiver: Any concession given to me does not affect Sax & Woodwind's rights under the Agreement and waiver of a particular breach is not to be taken as a waiver of any further or continuing breach and the ending of the Agreement does not affect Sax & Woodwind's entitlement to recover any monies due to the date of termination or damages for any breach.

Entire Agreement: The Agreement is Sax & Woodwind's entire agreement with me regarding the rental of the Instrument; any prior terms or understandings are cancelled or replaced.

Stamp Duty and GST: The rental charge is exclusive of any stamp duty. Otherwise each amount, however described, that is expressed as payable by you under the Agreement is inclusive of GST; if the GST rate increases during the Rental Period, Sax & Woodwind reserves the right to adjust such amounts as required to ensure that it receives the same economic benefit after the increase as before.

Right of refusal: Sax & Woodwind reserves the right to refuse service.

Privacy Act

I acknowledge that Sax & Woodwind only collects personal information necessary for it to carry out its business as a retailer. Sax & Woodwind only collects such information by lawful and fair means and in an unobtrusive manner. Sax & Woodwind will use and disclose my personal information for the primary purpose or a related purpose to its business as a retailer as permitted by the Privacy Act 1988 or where I consent to such a disclosure.

I acknowledge that under the Privacy Act 1988 Sax & Woodwind is allowed to and may give to a credit reporting agency personal information contained in this application or otherwise acquired by Sax & Woodwind concerning the conduct of my credit account. If and to the extent that Sax & Woodwind does so in a manner and for purposes that conform with the Privacy Act I agree to Sax & Woodwind obtaining information about my commercial activities and commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons and to Sax & Woodwind using that information in assessing my application for credit. If and to the extent that Sax & Woodwind does so in a manner and for the purposes that conform with the Privacy Act I also agree to Sax & Woodwind giving to and receiving from any credit providers named in this credit application and any credit providers named in a credit report issued by a credit reporting agency, information about my credit arrangements, provided that the information is given or received to assess an application for credit made by me to the recipient credit provider or to assess my credit worthiness. I acknowledge that, subject to the provisions of the Privacy Act, Sax & Woodwind may disclose to any person any information concerning a credit facility granted to me or the conduct of that credit facility.

Sax & Woodwind will occasionally use the services of contractors for the purpose of marketing its products and/or services to me. I acknowledge that my personal information will be provided to these contractors unless I request otherwise. I agree to notify Sax & Woodwind if my details change, and acknowledge that Sax & Woodwind may contact me to ensure that my personal details are correct and up to date.

EZIPLAN

Please fill out a separate form for each instrument you require.

Instrument	Monthly payments
Flute (standard)	from \$44 new \$35 used*
Curved head flute	from \$50
Bb Clarinet	from \$44 new \$35 used*
Alto Saxophone	from \$70 new \$45 used*
Tenor saxophone	from \$85 new \$50 used*
Trumpet	from \$44 new \$35 used*
Trombone	from \$47 new \$35 used*
Oboe	from \$150 new \$90 used*

* stock of used instruments may be limited - please ask us!

Contract Value** _____ Monthly Payment _____

** unless otherwise agreed this is the supplier's Recommended Retail Price plus delivery fee if any. The Contract Value is the total buy-out price should you wish to purchase the instrument. The delivery fee will be included in the first payment. All prices include GST.

Payment by credit card (card must be Australian):

Visa Mastercard

Card number _____ / _____ / _____

Expiry date _____ / _____ CNB code* _____

Name on card _____

Cardholder's signature _____

Acknowledgement

I acknowledge that the information provided in this application is true and correct. I acknowledge that I have read and understand the terms and conditions listed in this agreement including my liability for loss and damage (see clause 10). I authorise Sax & Woodwind to arrange for the charge to my account any amount which remains unpaid under the terms of this agreement.

An additional \$10 administration fee will be charged each time I fail to ensure there are sufficient funds available in my nominated account.

Full name _____

Signature _____ Date _____

Office use only:

Instrument _____ Serial No _____

Replacement card _____ / _____ / _____

Expiry date _____ / _____ CNB code* _____

*The CNB code is the last 3 digits of the printed number on the back of the card