

## New Instrument Rental Agreement

### Studio 19 Imports (Aust.) Pty. Ltd.

A.B.N. 49 905 590 494 A.C.N 009 542 974  
located at 6-18 George Street, Launceston in  
Tasmania. I/We the renters listed below offer to  
rent from you the instrument described below  
subject to the terms and conditions as set out  
on the front and back of this form.

**PRIVACY ACT:** I acknowledge that under the  
Privacy Act 1988 the Vendor is allowed to and  
may give to a credit reporting agency personal  
information contained in this application or  
otherwise acquired by the Owner concerning  
the conduct of my credit account. If and to the

extent that the Owner does so in a manner and  
for purposes that conform with the Privacy Act, I  
agree to the Owner 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 the Owner using  
that information in assessing my application or  
credit. If and to the extent that the Owner does  
so in a manner and for purposes that conform  
with the Privacy Act, I also agree to the Owner  
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 also acknowledge that, subject to the provisions  
of the Privacy Act, the Owner may disclose to any  
person information concerning a credit facility  
granted to me or the conduct of that credit facility.

NIR 12/2005 v3

Please print clearly and complete all sections. Mark appropriate boxes with a ✓.

### THE RETAIL OUTLET

Your music shop \_\_\_\_\_ Name of sales person \_\_\_\_\_

### THE RENTERS

Title \_\_\_\_\_ Given Name(s) \_\_\_\_\_ Surname \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Driver's Licence No. \_\_\_\_\_ Expiry \_\_\_\_/\_\_\_\_/\_\_\_\_ State of issue \_\_\_\_\_  
dd mm yy

### SPOUSE OR PARTNER

Title \_\_\_\_\_ Given Name(s) \_\_\_\_\_ Surname \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Driver's Licence No. \_\_\_\_\_ Expiry \_\_\_\_/\_\_\_\_/\_\_\_\_ State of issue \_\_\_\_\_  
dd mm yy

### YOUR HOME

Postal Address \_\_\_\_\_ Post Code \_\_\_\_\_

Residential Address \_\_\_\_\_ Post Code \_\_\_\_\_

Buying Home  Own Home  Renting  Boarding  Live with parents  Government Housing

Duration \_\_\_\_\_ Years \_\_\_\_\_ Months

If renting, Landlord \_\_\_\_\_ Phone \_\_\_\_\_

Your Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email Address \_\_\_\_\_

### YOUR WORK

You Type: Full time  Part time  Casual  Occupation \_\_\_\_\_

Employer \_\_\_\_\_ Your Direct Line \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Supervisor's Phone \_\_\_\_\_

If self employed, Accountant's Name: \_\_\_\_\_ Accountant's Phone \_\_\_\_\_

Your partner Type: Full time  Part time  Casual  Occupation \_\_\_\_\_

Employer \_\_\_\_\_ Their Direct Line \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Supervisor's Phone \_\_\_\_\_

### TWO RELATIVES/FRIENDS WHOM WE CAN CONTACT (Over 18 and not living with you or each other.)

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_ BH Phone \_\_\_\_\_

Address \_\_\_\_\_ Post Code \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_ BH Phone \_\_\_\_\_

Address \_\_\_\_\_ Post Code \_\_\_\_\_

**YOUR PAYMENTS**

Please charge my account with payments as detailed below:

Option 1 **CREDIT CARD**  Visa  Mastercard  Bankcard  (Amex/Diners N/A)

Card Number                      Expiry Date

Name of Card Holder \_\_\_\_\_

Option 2 **DIRECT DEBIT**

**Request and Authority to debit the account named below and pay Studio 19 Imports (Aust.) Pty. Ltd.**

**FINANCIAL INSTITUTION DETAILS**

Financial Institution \_\_\_\_\_ Branch \_\_\_\_\_

Financial Institution Address \_\_\_\_\_

**DEBIT ACCOUNT DETAILS**

Name of account \_\_\_\_\_ BSB number \_\_\_\_\_ - \_\_\_\_\_ Account number \_\_\_\_\_

**ACKNOWLEDGEMENT**

**Request and Authority to debit**

By signing the Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Studio 19 Imports (Aust.) Pty. Ltd. As set out on this Request and in the Direct Debit Request Service Agreement.

Surname/company name \_\_\_\_\_ Given names or ABN/ARBN ("you") \_\_\_\_\_

request and authorise STUDIO 19 IMPORTS (AUST.) PTY. LTD USER ID NO. 46253 to arrange for any amount STUDIO 19 IMPORTS (AUST.) PTY. LTD may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified above subject to the terms and conditions of the Direct Debit Request Service Agreement.

**YOUR INSTRUMENT**

All prices and payments are to be GST inclusive

Instrument	Brand	Model No. & Colour	Monthly Rate
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**FIRST PAYMENT** Paid to dealer  Collected by Studio 19  First Payment \_\_\_\_\_  
(including freight/insurance if applicable)

**OPTIONAL INSURANCE**  Remaining Payments \_\_\_\_\_  
(including insurance if applicable)

**INSTRUMENT** Supply by dealer  Supply by Studio 19

**SIGNATURE**

I/We acknowledge that prior to signing this offer I/We have carefully read, understood and agreed to the Direct Debit Request Service Agreement and terms and conditions set out on the front and back of this form including the Privacy Act consent detailed above.

Signed by the renter \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
dd mm yy

## New Instrument Rental Terms and Conditions

### 1. Your payments

As the Renter you shall pay to the Vendor monthly payments at no less than the agreed rate. The initial payment shall be paid with the application and is non-refundable if the contract is cancelled by the Renter for reasons unrelated to satisfaction with the instrument or service. Subsequent monthly payments shall be made on or before the anniversary of the day of the month that the product arrived or a day as advised by the Vendor, whether payment is demanded or not.

### 2. Ownership of the product

The product remains the property of the Vendor.

### 3. Your agreements and covenants

You agree and covenant with the Vendor (Studio19) as follows:

- (a) to rent the instrument for a minimum period of 6 months. If you return the instrument within 6 months, you agree to pay rental charges for the full 6 months,
- (b) to keep the instrument in good and substantial repair and to return the instrument at your cost in such condition at the expiration of this agreement,
- (c) to insure the instrument against fire and loss, damage or risk from whatever cause arising with a reputable insurer, and to keep the instrument insured during the duration of this agreement,
- (d) Not to sell or offer for sale, assign, mortgage, pledge, pawn, lend or otherwise deal with the product or with any interest therein of this agreement,
- (e) Not to create any charge, lien or security upon the instrument, nor allow the same to go out of your personal control. You shall notify the Vendor immediately of any seizure or attempted seizure.

### 4. Loss or damage to the instrument

You shall be responsible for any loss or damage caused to the instrument while it is in your possession by fire, theft, or from whatever cause. On demand you shall pay the Owner either the cost of repairs or the value of the instrument as assessed by the Owner, whichever is the lesser amount. A certificate signed by the Secretary of the Owner as to the instrument's value shall at the date of the damage or loss be conclusive evidence for all purposes. The Owner shall not be required to replace the instrument until you have paid this amount. You shall notify the Owner of any loss or damage within forty-eight (48) hours of such loss or damage occurring.

### 5. Breach or default of payments

- (a) If you fail to pay any amount due for seven (7) days after that sum has become due (whether this amount has been demanded of you or not) or commit any other breach of the provisions of this agreement, the Vendor without prejudice to its rights to recover amounts overdue may, without notice, resume possession of the instrument. In that event you shall allow

collection of the product by the Vendor and acknowledge that the Vendor may for that purpose by itself, its servants or agents without previous notice, enter the place of installation for the purpose of taking possession.

- (b) If you default in making a payment or require the monthly payment dates to be changed, a fee not exceeding \$50.00 will be charged in each instance.

### 6. Acceptance by the Vendor

Notwithstanding that the product may have already been installed in your premises, this offer is expressly subject to acceptance by the Vendor within a period of one (1) month from the date hereof. During that period the Vendor may decline your offer without notice and without being bound to give an explanation. In this case any monies paid will be refunded and the Vendor shall not be under any liability in respect to any of the obligations herein contained.

### 7. Assignment of rights

The Renter may at any time assign the benefits of this agreement to any other corporation or person subject to the written acceptance of the Vendor.

### 8. The Vendor's right

Any indulgence by the Vendor shall not prejudice its right as set down in this agreement. Any waiver by the Vendor of a particular breach of this agreement shall not be deemed a sanction or waiver of any continuing or recurring breach. Termination of this agreement shall not affect any right of the Vendor to recover monies due or damages for any breach of this agreement.

### 9. Offer to sell

The Owner may, if requested by the Renter, offer to sell to you the instrument at the current retail price less a rental deduction based on the brand. All instruments are offered at current retail price (at the time of purchase) less the following deductions: Studio19 Branded instruments - 100% of all rentals paid for a cash purchase, 90% of all rentals paid for a purchase plan. Minimum purchase price \$100. Conover Cable - 100% of the rental payments made in the first 12 months only. Other Brands - 75% of the rental payments made in the first 12 months only.

### 10. Entire agreement

The conditions set out in this brochure constitute the whole agreement made between you and the Vendor. No officer, servant or agent of the Vendor has any authority to vary, add to or omit any of the terms or conditions of this agreement.

### 11. Place of making agreement

This agreement shall be deemed to have been made in the State of Residence of the Renter.

### 12. Interpretation

In this agreement 'product' shall refer to that which is outlined under 'Your Instrument', singular words shall include plural words, words importing persons shall apply to corporations and in the case of two or more Renters they shall be bound jointly and severally.

## Direct Debit Request Service Agreement

### Definitions

*Account* means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

*Agreement* means this Direct Debit Request Service Agreement between *you* and *us*.

*Business Day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

*Debit Day* means the day that the payment by you to *us* is due.

*Debit Payment* means a particular transaction where a debit is made.

*Direct Debit Request* means the Direct Debit Request between *us* and *you* (and includes any Form PD-C approved for use in the *transitional period*).

*Transitional Period* means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

*Us* or *We* means Studio 19 Imports (Aust.) Pty. Ltd. have authorised by signing a *direct debit request*.

*You* means the customer who signed the *direct debit request*.

Your financial institution is the *financial institution* where *you* hold the account that *you* have authorised *us* to arrange to debit.

### 1. Debiting your account

- 1.1 By signing a *direct debit request* you have authorised *us* to arrange for funds to be debited from *your account*. You should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *us* and *you*.
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.
- 1.3 If the debit falls on a day that is not a business day we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

### 2. Change by us

- 2.1 We may vary any details of this agreement or a direct debit at any time giving you at least fourteen (14) days written notice.

### 3. Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangement or a *direct debit request* by contacting us on Toll-free 1300 855 122.
- 3.2 If you wish to stop or defer a *direct payment* you must notify *us* in writing at least seven (7) days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel your authority for *us* to direct debit your account at any time by giving *us* seven (7) days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.

### 4. Your obligations

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
  - a. *you* may be charged a fee and/or interest by your *financial institution*;
  - b. *you* may also incur fees or charges imposed or incurred by *us*; and
  - c. *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient funds to be in *your account* by an agreed time so that *we* can process the *direct payment*.
- 4.3 *You* should check your *account* statement to verify that the amounts debited from your *account* are correct.
- 4.4 If National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this *agreement*, then *you* agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 5. Disputes

- 5.1 If you believe that there has been an error in debiting *your account*, you should notify us directly on Toll-free 1300 855 122 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* account query by arranging for *your* financial institution to adjust *your account* (including interest and charges) accordingly. *We* will also notify you in writing on the amount by which *your account* has been adjusted.
- 5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing you with the reasons and any evidence of this finding.
- 5.4 *Any* queries *you* may have about an error made debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer to your *financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

### 6. Accounts

*You* should check:

- a. with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- b. *your* account details which you have provided to *us* are correct by checking them against a recent *account statement*; and
- c. with *your financial institution* before completing the *direct debit request* if you have any queries about how to complete the *direct debit request*.

### 7. Confidentiality

- 7.1 *We* will keep any information (including *your account* details) in *your direct debit request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclose of that information.
- 7.2 *We* will only disclose information that *we* have about *you*:
  - a. to the extent specifically required by law; or
  - b. for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

### 8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to *this agreement*, *you* should write to: STUDIO 19 IMPORTS (AUST.) PTY. LTD. PO BOX 3092 Launceston, Tasmania 7250.
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted.

DIRECT  
DEBIT

**Direct Debit Request  
Service Agreement**

**STUDIO** 

STUDIO 19 IMPORTS (AUST.) PTY. LTD.  
A.B.N 49 905 590 494 A.C.N. 009 542 974