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**LEASE AGREEMENT FOR GOODS**

**Between**

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**and**

**RHYTHM ROOM LTD**

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|  |  |
| --- | --- |
| **THIS AGREEMENT IS MADE ON 19th January 2019** | |
| **BETWEEN:** | |
| (1) | INSERT NAME AND ADDRESS HERE (the **“Customer”**); |
|  |  |
| (2) | **RHYTHM ROOM LTD**, whose registered office is at 247 QUEENSWAY, BLETCHLEY, MILTON KEYNES, BUCKS, MK2 2EH (the **“Supplier”**) |

**Agreed terms**

# Interpretation

## The following definitions and rules of interpretation apply in this Lease Agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** the date that the Customer takes Delivery of the Leased Goods.

**Delivery:** the transfer of physical possession of the Leased Goods to the Customer at the Site.

**Deposit:** the deposit amount set out in Annex 1 (Lease Agreement Charges).

**Lease Agreement:** this legally binding lease agreement for the provision of Leased Goods entered into by the Supplier and the Customer in accordance with the provisions of the contract.

**Leased Goods:** the items of equipment listed in Annex 2, all substitutions, replacements or renewals of such goods, equipment and all related accessories, manuals and instructions provided for it or any variations by the Customer from time to time in accordance with Clause 19 (Variations).

**Payment Annex:** Annex 1 which sets out the sums payable under this Lease Agreement.

**Site:** the Customer's premises at 44a Chipperfield Road, Apsley, Hemel Hempstead, Herts, HP3 0AJ.

**Rental Payments:** the payments made by or on behalf of Customer for hire of the Leased Goods in accordance with Call Off Schedule 3 and Annex 1 (Lease Agreement Charges) and fixed for the period of hire.

**Rental Period:** the period of hire as set out in clause 3.

**Total Loss:** the Leased Goods are, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

## Clause, Annex and paragraph headings shall not affect the interpretation of this Lease Agreement

## A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## The Annexes form part of this Lease Agreement and shall have effect as if set out in full in the body of this Lease Agreement and any reference to this Lease Agreement includes the Annexes.

## A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

## Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

## Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## References to clauses and Annexes are to the clauses and Annexes of this Lease Agreement and references to paragraphs are to paragraphs of the relevant Annex.

## Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

# Leased Goods hire

## The Supplier shall hire the Leased Goods to the Customer for use at the Site subject to the terms and conditions of this Lease Agreement.

## The Supplier shall not, other than in the exercise of its rights under this Lease Agreement or applicable law, interfere with the Customer's quiet possession of the Leased Goods.

# Rental Period

## The Rental Period starts on the Commencement Date and shall renew monthly until 1 month’s notice is given to terminate the agreement from either the Supplier or the Customer.

# Rental Payments and Deposit

## The Customer shall pay the Rental Payments to the Supplier in accordance with the Payment Annex 1 (subject to any adjustment as provided under Clause 19 (Variations). The Rental Payments shall be paid in pound sterling (£15.00) and shall be made by bank transfer to **Account Name:** Rhythm Room Ltd, **Account Number:** 09536689, **Sort Code:** 09-01-29

## The Rental Payments are inclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

## Sums payable pursuant to this Lease Agreement are inclusive of VAT which shall be paid at the prevailing rate providing it is properly detailed on an invoice in compliance with prevailing legislation.

## All amounts due under this Lease Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## If the Customer fails to make any payment due to the Supplier under this Lease Agreement by the due date for payment, then, without limiting the Supplier's remedies under clause 12, the Customer shall (unless otherwise agreed with the Supplier) return the Leased Goods to the Supplier as agreed between the parties.

## The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Leased Goods. The Customer shall, on the date of this Lease Agreement, pay a deposit of £50.00 to the Supplier. If the Customer fails without due cause to make any Rental Payments in accordance with the Payment Annex, or causes any loss or damage to the Leased Goods (in whole or in part), the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to the Supplier any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within ten (10) Business Days of the end of the Rental Period.

# Delivery and installation

## Delivery of the Leased Goods shall be made by the Supplier. The Supplier shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6 of this Lease Agreement.

## The Supplier shall install the Leased Goods at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Leased Goods. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Leased Goods and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

## Where there is a breakdown, the Leased Goods shall be deemed to have been handed into the Supplier’s custody when the Supplier’s representative, including any maintenance agent, arrives at the location of the breakdown.

## Where the Supplier is able to repair the damaged Leased Goods and the Customer is satisfied that the Leased Goods has been fully repaired, the Leased Goods shall be returned to a location as required by the Customer.

## All Leased Goods supplied to the Customer under this Lease Agreement shall comply in full with the Specification or any additional specification provided by the Customer to the Supplier.

## In the event that any Leased Goods are found to be faulty or damaged upon Delivery from the Supplier, providing such fault or damage does render the Leased Goods unsatisfactory or materially affect its operation, the Supplier shall provide suitable substitute Leased Goods upon request by the Customer. Where the Supplier is unable to provide a suitable substitute upon request by the Customer, the Customer shall have the right to hire/procure Leased Goods from an alternative source. Any additional costs incurred by Customer as a consequence of hiring/procuring Leased Goods from an alternative supplier shall be charged in full to the Supplier.

# Title, risk and insurance

## The Leased Goods shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Leased Goods (save the right to possession and use of the Leased Goods subject to the terms and conditions of this Lease Agreement).

## The risk of loss, theft, damage or destruction of the Leased Goods shall pass to the Customer on Delivery. The Leased Goods shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Leased Goods is in the possession, custody or control of the Customer (“**Risk Period”**) until such time as the Leased Goods are redelivered to the Supplier. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

### insurance of the Leased Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;

### insurance for such amounts as a prudent Supplier or operator of the Leased Goods would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Leased Goods; and

### insurance against such other or further risks relating to the Leased Goods as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer.

## The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Leased Goods arising out of or in connection with the Customer's possession or use of the Leased Goods.

## If the Customer fails to effect or maintain any of the insurances required under this Lease Agreement, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

## The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

# Customer's responsibilities

## The Customer shall during the Lease Period of this Lease Agreement:

### ensure that the Leased Goods is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions provided by the manufacturer;

### take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Leased Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained.

### keep the Supplier fully informed of all material matters relating to the Leased Goods;

### keep the Leased Goods at all times at the Site and shall not move or attempt to move any part of the Leased Goods to any other location without the Supplier's prior written consent.

### provide to the Supplier reasonable notice of when the Leased Goods requires a service and/or other maintenance/repairs;

### bear the reasonable cost of the repair or rectification of any damage to the Leased Goods resulting from negligence or improper use of the Leased Goods by the Customer or any person permitted by the Customer to use the Leased Goods;

### not sell, assign, mortgage, let or hire or otherwise dispose of or part with possession of any Leased Goods or part thereof or charge the benefit of this Lease Agreement nor attempt or purport to do so;

### with the prior agreement of the Customer, permit the Supplier or its authorised representatives at all reasonable times to enter upon the premises where the Leased Goods may from time to time be kept to inspect and test the condition of the Leased Goods;

### not use or permit the Leased Goods to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law;

### shall monitor the Lease Agreement and, where necessary, shall be entitled to make recommendations to the Supplier for improving the standard of the Supplier’s performance under this Lease Agreement;

### permit the Supplier or its duly authorised representative to inspect the Leased Goods at all reasonable times and for such purpose to enter upon the Site or any premises at which the Leased Goods may be located, and shall grant reasonable access and facilities for such inspection;

### not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Leased Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

### not use the Leased Goods for any unlawful purpose;

### ensure that at all times the Leased Goods remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Leased Goods;

### deliver up the Leased Goods at the end of the Rental Period or on earlier termination of this Lease Agreement at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Leased Goods is located for the purpose of removing the Leased Goods; and

### not do or permit to be done anything which could invalidate the insurances referred to in clause 6.

## The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Leased Goods arising out of or in connection with any negligence, misuse, mishandling of the Leased Goods or otherwise caused by the Customer and the Customer undertakes to indemnify the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Lease Agreement.

# Warranty

## The Supplier shall use all reasonable endeavours to remedy, free of charge, any material defect in the Leased Goods which manifests itself whilst the Leased Goods are under manufacturer warranty, provided that:

### the Customer notifies the Supplier of any defect in writing within ten (10) Business Days of the defect occurring or of becoming aware of the defect;

### the Supplier is permitted to make a full examination of the alleged defect;

### the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;

### the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and

### the defect is directly attributable to defective material, workmanship or design.

## Insofar as the Leased Goods comprises of or contains components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.

# The SUPPLIER’s Obligations

## The Supplier warrants, represents and undertakes that it has obtained all necessary rights, licences and consents that it needs to carry out its obligations under this Lease Agreement in respect of the Leased Goods and which are necessary or appropriate for the Customer to utilise the Leased Goods for the purposes which are set out in its Specification.

## The Supplier shall ensure that the Leased Goods:

9.2.1 correspond with the description in the Specification and any method statements;

### 9.2.2 be of satisfactory quality (and as far as applicable within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgment;

### 9.2.3 where applicable, be free from defects in design, materials and workmanship and remain so in accordance with any warranty period; and

### 9.2.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Leased Goods.

## 9.3 If following inspection or testing the Customer considers that the Leased Goods do not conform or is unlikely to comply with the Supplier’s undertakings at Clause 10.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

## 9.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Leased Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under the Lease Agreement, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

9.5 The Supplier shall ensure that suitable Leased Goods are made available to the Customer as required throughout the Rental Period. The Supplier shall provide as near as possible substitute Leased Goods in the event that the Leased Goods requires warranty repairs, fair wear and tear repairs, inspection or maintenance, unless otherwise agreed by the Customer.

## 9.6 Where damaged Leased Goods cannot be repaired and returned to the Customer in a serviceable condition, the Supplier shall provide Leased Goods (where requested by the Customer) with as near as possible specification to that of the defective Leased Goods at no extra cost to the Customer. This requirement will incur a charge to the Customer only where the Leased Goods have been subject to abuse or accidental damage by the Customer.

# Nothing in this Lease Agreement shall exclude or in any way limit:

### either party's liability for death or personal injury caused by its own negligence;

### either party's liability for fraud or fraudulent misrepresentation; or

### liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be excluded by law.

## This Lease Agreement sets forth the full extent of the Supplier's obligations and liabilities in respect of the Leased Goods and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Supplier except as specifically stated in this Lease Agreement. Any condition, warranty or other term concerning the Leased Goods which might otherwise be implied into or incorporated within this Lease Agreement, whether by statute, common law or otherwise, is expressly excluded.

## Subject always to Clauses 12.1 and 12.2, the provisions of Clause 12.4 shall not be taken as limiting the right of the Customer to amongst other things, recover as a direct loss any:

### additional operational and/or administrative costs and expenses arising from the Supplier’s default; and/or

### wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's default.

# Termination

## Either party shall be entitled with immediate effect by giving written notice to the other party upon the happening of any of the following events to terminate the Lease Agreement without prejudice to any accrued rights or remedies under the Lease Agreement, where the other party:

## (i) commits a fundamental breach of the terms of this Lease Agreement; or

## (ii) shall do or allow to be done any act or thing which in the reasonable opinion of the other may jeopardise that party’s rights in the Leased Goods or any part thereof; and

## (iii) in each and every such case where the breach is capable of remedy, fails to remedy the same within twenty-one (21) days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

## 11.2 Without affecting any other right or remedy, either party shall be entitled with immediate effect by giving written notice to the other party if any of the following events shall occur, namely:

### 11.2.1 if any distress, execution, or other legal process in respect of either party shall be levied on or against the Leased Goods or any part thereof or against any premises where the same may be or against any of the party’s goods or other property or the party shall permit any judgment against it to remain unsatisfied for seven (7) days; or

### 11.2.2 If the Supplier, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointment of an administrator under the provisions of Part II of the Insolvency Act 1986, or shall be deemed by virtue of section 123 of the Insolvency Act 1986 to be unable to pay its debts, then in each and every such case the hire constituted by this Lease Agreement shall without notice terminate and no payment subsequently accepted by the Supplier or payment subsequently made by the Customer without knowledge of such termination shall in any way prejudice or affect the operation of this clause.

11.3 On termination of the Lease Agreement, the Customer shall (unless otherwise agreed with the Supplier) return the Leased Goods to the Supplier as agreed between the parties.

11.4 This Lease Agreement shall automatically terminate if a Total Loss occurs in relation to the Leased Goods.

11.5 The Customer may terminate this Lease Agreement at any time in respect of any Leased Goods as a result of changes to the Customer’s operational requirements. The Customer shall give one months written notification to the Supplier of its intention to terminate and it is expected that the Supplier shall give a discount of at least 5% [of the total Rental Payments due] for early settlement.

# Consequences of termination

## 11.6 Upon termination of this Lease Agreement, however caused:

### the Supplier may, by its authorised representatives, and at its own cost, retake possession of the Leased Goods and for this purpose may enter the Site or any premises at which the Leased Goods is located; and

### the Customer shall make Leased Goods available for collection by the Supplier at a date and time agreed by the parties. The parties agree that the condition of any returned Leased Goods will be commensurate with the Leased Goods’ intended use, age and any fair wear and tear; and

### notwithstanding the Supplier’s responsibility to collect the Leased Goods upon the expiry or termination of the Lease Agreement, the Customer shall at its own expense ensure the safe and proper storage of the Leased Goods until the Leased Goods are collected by the Supplier;

### without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the Supplier on demand:

#### all Rental Payments

#### other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.4;

#### any costs and expenses incurred by the Supplier in recovering the Leased Goods and/or in collecting any sums due under this Lease Agreement (including any storage, insurance, repair and transport costs).

## 11.7 Termination or expiry of this Lease Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Lease Agreement which existed at or before the date of termination or expiry.

**PAYMENT ANNEX 1: LEASE AGREEMENT CHARGES**

**£50.00 Deposit paid on application**

**£18 per month inc VAT (£15) first payment on delivery**

**£18.00 paid on 1st of each month thereafter**

**ANNEX 2: LEASED GOODS**

|  |  |
| --- | --- |
| **Item** | **Condition** |
| **Alesis Nitro Mesh Kit**  **Serial Number:** | **New** |
| **Amplifier**  **Serial Number:** | **New** |
| **Jack - Jack Lead** | **New** |
| **Throne Stand Drum Stool** | **New** |

|  |  |
| --- | --- |
| Signed by [Kevin Hickman]  for and on behalf of [Rhythm Room Ltd] by: | .  ...................................... |
| Signed for and on behalf of [NAME OF CUSTOMER] by: | ....................................... |