

STRIJKINSTRUMENTENSHOP.NL

General Terms, Conditions and Information for Instrument Rental

Version March 2022

General Term and Conditions

Strijkinstrumentenshop.nl and **Renter** have entered into an agreement concerning the rental of a bowed instrument, as defined on the website of **Strijkinstrumentenshop.nl**, hereinafter referred to as "**Instrument**", including bow, case/bag, shoulder rest/pinholder and resin, whereby the below general terms and conditions apply.

1. The rental is activated after the identity of **Renter** has been assessed and payment of the first rental term and deposit (if applicable) is received. The minimum rental period is three (3) months;
2. **Strijkinstrumentenshop.nl** retains the right to allocate an appropriate deposit for the **Instrument**, even in case this is different from what is published on the website of **Strijkinstrumentenshop.nl**. **Strijkinstrumentenshop.nl** will return the deposit to **Renter**, after inspection of the **Instrument** and no defects have been assessed;
3. Two (2) weeks before the rental period of three (3) months expires, **Renter** will receive an invoice for the new rental period of three (3) months. If **Renter** wishes to continue to rent the instrument, the relevant rental period must be paid to **Strijkinstrumentenshop.nl**, latest within two (2) weeks after receipt of the original invoice, stating the invoice number;
4. The **Instrument** can be changed at any time for a different size or quality class, whereby eventual shipping costs related to changing an instrument shall be bared by **Renter**.
5. **Renter** shall keep the rented **Instrument** in good condition. In case of any damage to the **Instrument**, **Renter** shall report this immediately to **Strijkinstrumentenshop.nl**. All damages to the **Instrument** caused by **Renter**, will be charged to **Renter** after return of the **Instrument** to **Strijkinstrumentenshop.nl**, unless **Renter** purchased the "All Risk" insurance package. If **Strijkinstrumentenshop.nl** and **Renter** cannot reach agreement on a damage, an independent instrument expert will be engaged, whereby the judgement of the independent instrument expert will be binding on both parties. Small damages, wear and tear during normal use such as broken strings, excessive hair loss of the bow, shall be borne by **Renter**, unless **Renter** purchased the "All Risk" insurance package. Loss or theft of the **Instrument** are not covered by the All Risk insurance package of **Strijkinstrumentenshop.nl**.
6. **Renter** may choose, as part of the initial rental application, to purchase an extra "All Risk" insurance package offered by **Strijkinstrumentenshop.nl**. In case **Renter** wishes to purchase the All Risk insurance package thereafter, **Renter** shall inform **Strijkinstrumentenshop.nl** about the condition of the **Instrument** by sending photo's or offer the Instrument for review to **Strijkinstrumentenshop.nl**. Replacement of two (2) strings and one (1) bow per year are covered by the All Risk insurance package. Replacements over and above the aforementioned numbers, are for the account of **Renter**.
7. Upon termination of the agreement by **Renter**, **Renter** shall ensure that the **Instrument** will be returned to **Strijkinstrumentenshop.nl** in The Hague (for address see the website), on or before the last day of the rental period that is expiring, unless agreed otherwise in writing with **Strijkinstrumentenshop.nl**. Any shipping costs related to the return of the **Instrument** to **Strijkinstrumentenshop.nl** shall be bared by **Renter**. If, upon termination of the rental agreement, the **Instrument** has not been received in time by **Strijkinstrumentenshop.nl**, **Strijkinstrumentenshop.nl** retains the right to invoice the subsequent rental period of three (3) months in full to **Renter**. In case an **Instrument** is returned before the end of a rental period, the remaining days of the rental quarter will not be refunded, unless agreed otherwise in writing between parties.
8. After receiving the **Instrument** by **Strijkinstrumentenshop.nl**, **Renter** will receive confirmation by e-mail that the **Instrument** has been received and the rental agreement has been terminated.

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9. **Strijkinstrumentenshop.nl** shall not be liable to **Renter** for any damages or loss suffered by **Renter** or third parties related to the use or preservation of the **Instrument**.
10. **Renter** is obliged to inform **Strijkinstrumentenshop.nl** immediately when changes to the address, phone number or e-mail address of **Renter** are applicable.

Information

Strijkinstrumentenshop.nl is using for the rental of instruments a fully automated rental system, whereby the following subjects are administrated:

- Submission by **Renter** of the rental application, whereby the type, quality class and size of the **Instrument** and insurance option are specified;
- Changing of an **Instrument** to a different size or other quality class, what can be done at any time during the current rental period, whereby a new rental period of 3 months for the new **Instrument**, is applicable minus the remainder of the rental period of the returned **Instrument**;
- Invoicing and payment administration of the applicable rental/deposit amounts;
- Termination of the rental agreement;

After activation of the rental agreement, **Renter** has the ability to log-in to his or her personal interactive rental page though <https://huren.strijkinstrumentenshop.nl/>, which contains the following information and possibilities:

- Overview of your personal data;
- Overview of the type of instrument, quality class, size and insurance status;
- Overview of all invoices, whereby the status of the invoice is indicated (paid/not paid);
- Ability to activate automatic payment of the rental terms. De-activation follows automatically, when the rental agreement is terminated by **Renter** and/or **Strijkinstrumentenshop.nl**.

Renter may, at any time, buy the rented- or any other instrument from **Strijkinstrumentenshop.nl**, whereby a discount applies related to the value of the rented instrument, taking into account the following discount calculation : 3% after 3 months, 6% after 6 months, 9% after 12 months, 12% after 2 years, 15% after 3 years, etc., with a maximum of 20%.

Invoices shall be paid in time in accordance with the payment date indicated on the invoice. In the case of no timely payment, the following scenario is applicable:

1. Fourteen (14) days after expiration of the original payment date, **Strijkinstrumentenshop.nl** will send a reminder e-mail to **Renter**;
2. In case, after seven (7) days after sending the reminder e-mail, no payment has been received, **Strijkinstrumentenshop.nl** will send a second and last reminder as text message (SMS);
3. In case, after seven (7) days after the text message has been sent, no payment has been received by **Strijkinstrumentenshop.nl** from **Renter**, **Strijkinstrumentenshop.nl** will assign an external credit agency for collection of the rent/deposit payable + the value of the rented **Instrument**. Regrettably this will come with significant additional costs to be paid by **Renter**. Obviously, **Strijkinstrumentenshop.nl** will not strive for this scenario, however in case necessary not hesitate to do so.

Strijkinstrumentenshop.nl recommends for instruments delivered by post or courier to **Renter**, to keep the original packing of the rented **Instrument**, in case **Renter** chooses to return the **Instrument** by post or courier to **Strijkinstrumentenshop.nl**.