



# MusicWorks Rental Plans

**ONLINE HIRE NOW AVAILABLE**



**28 STORES NATIONWIDE**

MusicWorks leads the way with providing the high quality rental instruments. We are the only company that offer amongst our brands the world's leading brand Yamaha. All of our rental instruments are fully serviced by our experienced technicians before being rented. All servicing and maintenance for both our Premium and Budget are included in our Rental Plan. Optional insurance protection is available.





## Money Back

MusicWorks offers up to a maximum of 24 months rental off your purchase price if you decide to purchase a new instrument of equal or higher value

MusicWorks offers up to a maximum of 12 months rental off your purchase price if you decide to purchase the instrument that you are renting.

## Premium Level Plans

### Brass and Woodwind




	<b>Monthly</b> Includes GST Servicing & Maintenance 3 Month Minimum	<b>6 Months</b> Includes GST Servicing & Maintenance	<b>School Year</b> Includes GST Servicing & Maintenance Expires Dec 15th	<b>Full Year</b> Includes GST Servicing & Maintenance
 <p>Flute*, Clarinet, Oboe, Trumpet, Cornet, Trombone</p>	<p>Per/Month (Optional Insurance per month)</p>	<p>6 Months (Optional Insurance per 6 months)</p>	<p>School Year (Optional Insurance per school year)</p>	<p>Per/Year (Optional Insurance per full year)</p>
 <p>Alto Saxophones</p>	<p>Per/Month (Optional Insurance per month)</p>	<p>6 months (Optional Insurance per 6 months)</p>	<p>School Year (Optional Insurance per school year)</p>	<p>Per/Year (Optional Insurance per full year)</p>
 <p>Tenor Saxophones</p>	<p>Per/Month (Optional Insurance per month)</p>	<p>6 months (Optional Insurance per 6 months)</p>	<p>School Year (Optional Insurance per school year)</p>	<p>Per/Year (Optional Insurance per full year)</p>

\*OPTIONAL CURVED FLUTE HEADJOINT - ONE OFF \$30 COST ADDITION PER CONTRACT

Visit [www.musicworks.co.nz](http://www.musicworks.co.nz) for all store locations



## Premium Level Plans

Orchestral Strings				
	Monthly Includes GST Servicing & Maintenance 3 Month Minimum	6 Months Includes GST Servicing & Maintenance	School Year Includes GST Servicing & Maintenance Expires Dec 15th	Full Year Includes GST Servicing & Maintenance
<i>Palatino</i>				
 Cello (Shimro) - 4/4 size	Per/Month (Optional Insurance per month)	6 months (Optional Insurance per 6 months)	School Year (Optional Insurance per school year)	Per/Year (Optional Insurance per full year)
 Cello (Palatino) - 3/4 and 4/4 size	Per/Month (Optional Insurance per month)	6 months (Optional Insurance per 6 months)	School Year (Optional Insurance per school year)	Per/Year (Optional Insurance per full year)
 Violins - 1/8 1/4 1/2 3/4 4/4	Per/Month (Optional Insurance per month)	6 months (Optional Insurance per 6 months)	School Year (Optional Insurance per school year)	Per/Year (Optional Insurance per full year)

## Keyboards / Digital Pianos / Pianos



Keyboard

Per/Month  
(Optional Insurance  
per month)



Digital Piano

(inclusive of  
Stand and pedal)  
per/month  
(Optional Insurance  
per month)

**For Piano Rental** (Please contact your local store. A number of dealers offer Acoustic Piano rentals at competitive prices.)

\*Keyboard stands and stools is \$6.50 per month ( First 3 months rental can be credited towards the purchase of your Electronic Keyboard of equal or higher value )






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**28 STORES NATIONWIDE**

## Entry Level Plans

Our Entry Level Rental instruments are the best instruments we can source from world-renowned brands such as Palatino and Ashton. All instruments are presented in optimum playing condition, and professionally set up by our experienced technicians. All servicing and maintenance are included and MusicWorks offers up to 24 months of your rental payments to put towards purchasing. (conditions apply)

Brass and Woodwind				
 <small>Designed in Australia</small> 	<b>Monthly</b> Includes GST Servicing & Maintenance 3 Month Minimum	<b>6 Months</b> Includes GST Servicing & Maintenance	<b>School Year</b> Includes GST Servicing & Maintenance Expires Dec 15th	<b>Full Year</b> Includes GST Servicing & Maintenance
 <b>Flute, Clarinet, Trumpet, Trombone</b>	Per/Month (Optional Insurance per month)	N/A	School Year (Optional Insurance per school year)	Per/Year (Optional Insurance per full year)
 <b>Alto Saxophones</b>	Per/Month (Optional Insurance per month)	N/A	School Year (Optional Insurance per school year)	Per/Year (Optional Insurance per full year)
 <b>Violins</b> - 1/8 1/4 1/2 3/4 4/4	Per/Month (Optional Insurance per month)	6 months (Optional Insurance per 6 months)	School Year (Optional Insurance per school year)	Per/Year (Optional Insurance per full year)
 <b>Tenor Saxophones</b>	Per/Month (Optional Insurance per month)	N/A	School Year (Optional Insurance per school year)	Per/Year (Optional Insurance per full year)

## Specialised Instruments

We have a number of specialised instruments available for rent.

Please phone 0800 687429

Visit [www.musicworks.co.nz](http://www.musicworks.co.nz)  
for all store locations

## Money Back

MusicWorks offers up to a maximum of 24 months rental off your purchase price if you decide to purchase a new instrument of equal or higher value.

MusicWorks offers up to a maximum of 12 months rental off your purchase price if you decide to purchase the instrument that you are renting.

## Money for your School

Each time you rent an instrument from MusicWorks and nominate your school they receive a \$20 credit for a school year hire or \$10 for a 6 month hire credited to their account with MusicWorks for the school to spend as they wish.



## 8 Reasons you should hire from MusicWorks

### Hire Online Today

MusicWorks is the only hire company that lets you complete and submit your hire application on line. Simply complete our online form, press the submit button and we will contact you to confirm all the details are correct, and then we will send the instrument to your closest MusicWorks Dealer for collection. The only thing you need to bring when you collect the instrument is a drivers licence as proof of identity. (If you are in area that does not have a MusicWorks Dealer then please contact our Hire department).

### Brand Quality

We are the only company in New Zealand to offer the Industry Standard Yamaha Brass and Woodwind Instruments, and with Palatino we have a world recognised Orchestral brand. We also are able to offer a quality entry level Brass and Wind Rental Brand, Ashton. The quality of the Rental Instrument can directly affect the players ability to enjoy and develop their music.

### Rental Options

You can choose the rental option that best suits your requirements. We offer Monthly, Half Year, School Year and Full Year rental plans.

Up to 24 Months Rental credit toward purchase

Unlike some of our competitors MusicWorks offer up to 24 months rental credit should you decide to purchase either the instrument you currently rent or a new instrument of equal or higher value.

### Up to 24 Months Rental credit towards purchase

Unlike some of our competitors MusicWorks offer up to 24 months Rental credit should you decide to purchase either the instrument you currently rent or a new instrument of equal of higher value.

\*Conditions Apply

**Ph. 0800 687429**

### Service

#### “No additional Service Plan Charges”

All MusicWorks rental plans include service and maintenance if necessary during the rental period.

We do not discriminate between the quality of brands we offer. All servicing is done in house by our qualified technicians.

### Hygiene

All of MusicWorks Instrument rentals are cleaned each time they are returned from a rental and are checked to ensure all is ok before they are sent out.

### Insurance


MusicWorks optional Insurance gives you peace of mind with your rental Instrument at a minimal cost. MusicWorks offer insurance which covers fire, theft, and unintentional damage.

## Money for your School



### “Help your school earn \$1,000s”

Each time you rent an instrument from MusicWorks and nominate your school they receive a \$20 credit for a school year hire or \$10 for a 6 month hire credited to their account with MusicWorks for the school to spend as they wish.

 <b>Rental Agreement</b>	<b>Dealer's Details</b> <i>(Dealer to complete)</i> Name: _____ Address: _____ _____ _____ Sales Person: _____	Rental Account No. (Head Office to enter)  <div style="text-align: right; font-size: 24pt; font-weight: bold;">17801</div>
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**Complete ALL details. Applicant must be a New Zealand citizen or permanent resident. Two forms of identification required.**

Mr/ Mrs / Ms / Miss	First Name(s)		
Last Name(s)			
Address			
Telephone	Home( )	Work( )	Mobile( )
Email Address		Insurance Company	

Employers Name	Mobile( )
Address	

Nearest Relative not at same address			
Telephone	Home( )	Work( )	Mobile( )

Card Holders Name		Card Holders Signature		D.O.B
Amex	Mastercard	Visa	Card Number	Expiry Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	____/____/____/____	MM / YYYY
				Staff member who verified information:

Drivers License Number	Expiry Date	DD / MM / YYYY
Passport Number	Expiry Date	DD / MM / YYYY
Staff member who verified information		

Name & Address of School	Year of Class
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<b>Rental Period (Tick Option)</b>			
*Monthly <small>*Automatic Payments only available on Monthly Hire</small>	<input type="checkbox"/>	*1/2 Year <small>*6months from start date</small>	<input type="checkbox"/>
*School Year <small>*Expires 15th December</small>	<input type="checkbox"/>	*Full Year <small>*12months from start date</small>	<input type="checkbox"/>

<b>Payment Options</b>	<b>Charge via Credit Card</b>	<input type="checkbox"/>	<b>Cash/Eftpos</b>	<input type="checkbox"/>
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<b>Amount Due</b>	Rental (GST Inclusive)	\$
	Opt Insurance	\$
	<b>Total Payment</b>	\$

<b>Instrument Model :</b>	<b>Instrument Serial Number :</b>	<b>Brand</b>
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Instrument :	Accessories Included :	(Tick box to indicate instrument)	Accessories Included :
Flute	Cleaning Rod <input type="checkbox"/>	Alto Saxophone <input type="checkbox"/>	Mouthpiece <input type="checkbox"/>
Trombone	Mouthpiece <input type="checkbox"/>		Mouthpiece Cap <input type="checkbox"/>
Trumpet	Mouthpiece <input type="checkbox"/>		Neck Screw <input type="checkbox"/>
Cornet	Mouthpiece <input type="checkbox"/>	Tenor Saxophone <input type="checkbox"/>	Neck Plug <input type="checkbox"/>
Clarinet	Mouthpiece <input type="checkbox"/>		Neck Strap <input type="checkbox"/>
	Mouthpiece Cap <input type="checkbox"/>		Ligature <input type="checkbox"/>
	Ligature <input type="checkbox"/>	Ligature Screws <input type="checkbox"/>	
Violin	Ligature Screws <input type="checkbox"/>	Keyboard <input type="checkbox"/>	Power Lead <input type="checkbox"/>
	Bow <input type="checkbox"/>	Other	
	Shoulder Rest <input type="checkbox"/>		

If goods are not returned by date indicated \_\_\_\_\_ then monthly charges will apply from the due date onwards.

**I/We confirm that all the information above is true and correct. I/We will notify MusicWorks LTD (MWL) immediately if there is any change in any information set out in this application, I/We acknowledge we have read and understood MWL's Terms and Conditions (see over) and I/We agree to be bound by them. I/We also acknowledge that pursuant to the guarantee contained in the terms and conditions of trade that, where relevant, I/We am/are also signing this application form in my/our personal capacity.**

Signature .....

Date:...../...../.....

1. DEFINITIONS

1.1 "MusicWorks" shall mean MusicWorks Limited, or any agents or employees thereof.

1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and Instruments from MusicWorks.

1.3 "Instruments" shall mean:

1.3.1 all Instruments of the general description specified on the front of this agreement and supplied by MusicWorks to the Customer; and

1.3.2 all Instruments supplied by MusicWorks to the Customer; and

1.3.3 all inventory of the Customer that is supplied by MusicWorks; and

1.3.4 all Instruments supplied by MusicWorks and further identified in any invoice issued by MusicWorks to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and

1.3.5 all Instruments that are marked as having been supplied by MusicWorks or that are stored by the Customer in a manner that enables them to be identified as having been supplied by MusicWorks; and

1.3.6 all of the Customer's present and after-acquired property that MusicWorks has performed work on or to or in which goods or materials supplied or financed by MusicWorks have been attached or incorporated.

1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.

1.4 "Instruments" shall also mean all instruments, accessories, goods, products, and advice provided by MusicWorks to the Customer and shall include without limitation the hiring and sale of musical instruments and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Instruments by MusicWorks to the Customer.

2. COLLECTION AND USE OF INFORMATION

2.1 The Customer authorises MusicWorks to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Instruments provided by MusicWorks to any other party.

2.2 The Customer authorises MusicWorks to disclose any information obtained to any person for the purposes set out in clause 2.1.

2.3 Where the Customer is a natural person the authorities under clauses 2.1 and 2.2 are authorities or consents for the purposes of the Privacy Act 1993.

3. PAYMENT

3.1 Payments are to be made as agreed in the rental contract ("the due date")

Payments are to be made in advance without demand.

3.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

3.3 With respect to any amount owing after the due date the customer authorises MusicWorks to charge the customer's credit card with the amount that is overdue.

3.4 Any expenses, disbursements and legal costs incurred by MusicWorks in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

3.5 A deposit may be required.

4. QUOTATION

4.1 Where a quotation is given by MusicWorks for Instruments unless otherwise agreed, the quotation shall be valid for thirty (30) days from the date of issue.

5. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

5.1 With respect to any Instrument purchased by the Customer (the option to purchase having been elected) title in the Instrument purchased passes to the Customer only when the Customer has made payment in full for the Instrument provided by MusicWorks and of all other sums due to MusicWorks by the Customer on any account whatsoever. Until all sums due to MusicWorks by the Customer have been paid in full, MusicWorks has a security interest in all Instruments provided (whether rented or purchased).

5.2 The Customer gives irrevocable authority to MusicWorks to enter any premises occupied by the Customer or on which Instruments are situated at any reasonable time after default by the Customer or before default if MusicWorks believes a default is likely and to remove and repossess any Instruments and any other property to which Instruments are attached or in which Instruments are incorporated.

MusicWorks shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. MusicWorks may either resell any repossessed Instruments and credit the Customer's account with the net proceeds of sale (after deduction of all repossession storage, selling and other costs) or may retain any repossessed Instruments and credit the Customer's account with the invoice value thereof less such sum as MusicWorks reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

5.3 Where Instruments are retained by MusicWorks pursuant to clause 5.2 the Customer waives the right to receive notice under s. 120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

6. INSURANCE

6.1 The Customer is to insure any Instruments supplied with an insurer approved by MusicWorks with respect to such risks as MusicWorks may require.

6.2 Clause 6.1 shall not apply if the Customer agrees to obtain an indemnity from MusicWorks by paying the insurance charge. The indemnity will cover:

6.2.1 Any repairs required to keep the Instrument in proper playing condition; and

6.2.2 Accidental loss or damage to the Instrument (including but not limited to damages or losses caused by theft, fire or accident);

6.2.3 The Customer must submit evidence of loss or damage as MusicWorks may reasonably require, including but not limited to a police report in relation to theft;

6.2.4 Notwithstanding the above provisions, the following items are not covered by the MusicWorks indemnity:

6.2.4.1 Any willful damage or gross negligence in handling the Instrument;

6.2.4.2 refinishing or lacquer and plated finishes;

6.2.4.3 consumables that would be used in the normal operation or upkeep (including but not limited to strings, reeds, oils, cork, grease, swabs, sticks or rosin);

6.2.4.4 accessories supplied (including but not limited to neck straps, mouthpieces, ligatures, caps, cleaning rods, bows, shoulder pads).

6.2.5 The Customer is not to do, or permit to be done anything which might or could prejudice any insurance or indemnity aforesaid or permit any insurer to decline any claim.

7. LIABILITY

7.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon MusicWorks which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on MusicWorks, MusicWorks' liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

7.2 Except as otherwise provided by clause 7.1 MusicWorks shall not be liable for:

7.2.1 Any loss or damage of any kind whatsoever arising from the supply of Instruments by MusicWorks to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Instruments provided by MusicWorks to the Customer, and

7.2.2 The Customer shall indemnify MusicWorks against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of MusicWorks or otherwise, brought by any person in connection with any matter, act, omission, or error by MusicWorks its agents or employees in connection with the Instruments.

7.2.3 If contrary to the disclaimer of liability contained in these terms and conditions of trade, MusicWorks is deemed to be liable to the Customer, following and arising from the supply of Instruments by MusicWorks to the Customer, then such liability is limited in its aggregate to \$500.

8. CONSUMER GUARANTEES ACT

8.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Instruments from MusicWorks for the purposes of a business in terms of section 2 and 43 of that Act.

9. RENTAL OF INSTRUMENTS

9.1 The Customer is responsible for any loss or damage to the Instrument during the rental term and will indemnify MusicWorks for all repair and replacement costs.

9.2 In addition to clause 9.1, the Customer will indemnify MusicWorks for any loss of revenue suffered due to the unavailability of the Instrument for hire and from and against all claims in respect of any costs (including legal costs on a solicitor-client basis), loss, damage, injury or liability arising from the hireage.

9.3 The Customer shall:

9.3.1 Maintain the Instrument in good repair, condition and working order;

9.3.2 Store the Instrument in its case (if any) or otherwise carefully store the Instrument when the Instrument is not in use;

9.3.3 Return the Instrument in the condition it was in at the commencement date of the hire term less fair wear and tear; and

9.3.4 Bring the Instrument to and only to MusicWorks for servicing or repair at the Customer's own cost; and

9.3.5 With respect to late returns pay \$2.00 per day for each day overdue.

9.4 The Customer shall not unless with MusicWorks prior written consent;

9.4.1 Modify the Instrument;

9.4.2 Take the Instrument outside New Zealand;

9.4.3 Assign the hire contract or part with possession of the Instrument.

10. OPTION TO PURCHASE

10.1 The customer may elect to purchase the Instrument during the rental contract period. If purchasing an ex rental instrument the Customer gets up to a maximum of 1 years rental off the price of the ex rental instrument or a similar ex rental instrument. If the Customer elects to purchase a new Instrument during the rental period then the Customer will receive up to a maximum of 2 years rental off the price of a new Instrument of equal or higher value. The customer will receive a discount equal to the lesser of one of the following; the monthly rental paid to date or 2 full yearly payments, or 24 monthly payments or 4 six monthly payments. None of these discounts apply to any special promotion price.

10.2 For the avoidance of doubt, the monthly rental referred to in clause 10.1 above does not include any insurance charges paid to MusicWorks pursuant to clause 6.

10.3 Subject to clause 10.1 MusicWorks has the absolute discretion to determine the price of the Instrument at the time the Customer elects the option to purchase.

11. EVENT OF DEFAULT

11.1 If the Customer fails to pay any money due or perform any obligations during the hire term, MusicWorks may without any prior notice retake possession of the Instrument. The Customer agrees that MusicWorks, its agent and employees may enter onto any land where MusicWorks believes the Instrument to be and retake possession of the Instrument.

12. NO REFUNDS

12.1 The Customer agrees that no refunds are given by MusicWorks following the early return of Instruments.

13. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

13.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for MusicWorks agreeing to supply Instruments and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to MusicWorks the payment of any and all monies now or hereafter owed by the Customer to MusicWorks and indemnify MusicWorks against non-payment by the Customer.

Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

14. MISCELLANEOUS

14.1 MusicWorks shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

14.2 Any rental contract entered into between MusicWorks and the Customer shall also form part of these terms and conditions of trade.

I have read and understood these terms and conditions of trade.

\_\_\_\_\_  
Signature



## CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

### 1) The Initiator:

- a) Undertakes to give notice of the commencement date, frequency and amount **at least 10 calendar days** before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.

In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of **at least 30 days before** the change comes into effect. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

- b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
- c) May, upon receiving written notice (dated after the date of this Authority) from a bank to which I/we have transferred my/our account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.

### 2) The Customer may:

- a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank **prior** to the Direct Debit being paid by the Bank.
- c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be Direct Debited had been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

### 3) The Customer acknowledges that:

- a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me/us and the Initiator.
- d) Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of:
  - The accuracy of information about Direct Debits on Bank statements; and
  - Any variations between notices given by the Initiator and the amounts of Direct Debits.
- e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

### 4) The Bank may;

- a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- b) At any time terminate this Authority as to future payments by notice in writing to me/us.
- c) Charge its current fees for this service in force from time-to-time.