

## Buy Back Scheme Terms & Conditions

This agreement (the "Agreement") is between DS Music (UK) Limited and the Customer ('Customer' is defined below in the 'Definition and Interpretation' section) and is effective from the date the Customer agrees to these terms or accepts the Goods, whichever is earlier.

### 1 DEFINITION AND INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings unless otherwise stated:

**Agreement** means these terms.

**DS Music** is DS Music (UK) Limited (company number 06529568), 2-4 Monnow Street, Monmouth, NP25 3EE.

**Goods** is the brand new instrument/goods supplied by DS Music to the Customer as part of the 'Play Now Scheme'.

**Goods Price** is the price that DS Music has sold the Goods to the customer.

**Customer** is the person who purchased the Goods.

**Purchase Price** is the price that DS Music offers to purchase the Goods from the Customer.

**Finance Company** is the finance company providing the Customer with the Finance Agreement.

**Finance Agreement** is the 0% APR finance provided by the Finance Company, over 9 months with 10% deposit, which the Customer used to purchase the Goods.

**Additional Charges** are any Finance Agreement additional charges, including but not limited to, late payment, admin, interest, etc.

1.2 Clause headings do not affect the interpretation of this Agreement.

1.3 References to clauses are (unless otherwise provided) references to the clauses of this Agreement.

1.4 Words in the singular include the plural and in the plural include the singular.

1.5 A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

### 2 GENERAL TERMS

2.1 The Customer must have purchased the Goods on a Finance Agreement marked with 'Play Now Scheme' and must have paid a minimum of 60% of the Goods Price on the Finance Agreement (excluding any Additional Charges), which is 5 monthly payments and the 10% deposit. Finance Agreement payments must be up-to-date and the outstanding balance must not have any Additional Charges. The Customer must have not made any modifications to the Finance Agreement since the original date of signing and must not have made any early payments towards the Finance Agreement. The Customer is solely responsible for their Finance Agreement at all times.

2.2 All Goods must be in good working order, without any damage to the instrument, case or accessories and in full ownership of the Customer. Prior to DS Music making an offer to the Customer to purchase the Goods, DS Music will inspect and determine if the Goods meet all of the criteria in this clause 2.2 which usually takes up to 14 days.

2.3 Once DS Music is satisfied that the Goods meet the criteria in clause 2.2, DS Music will offer to purchase the Customer's Goods at the following Purchase Price, subject to all clauses in this Agreement being met:

2.3.1 **40% of the Goods Price** if the Customer has paid 60% of the Goods Price on their Finance Agreement (excluding any Additional Charges), which is 5 monthly payments and the 10% deposit (excluding any Additional Charges).

2.3.2 **30% of the Goods Price** if the Customer has paid 70% of the Goods price on their Finance Agreement (excluding any Additional Charges), which is 6 monthly payments and the 10% deposit (excluding any Additional Charges).

2.3.3 **20% of the Goods Price** if the Customer has paid 80% of the Goods price on their Finance Agreement (excluding any Additional Charges), which is 7 monthly payments and the 10% deposit (excluding any Additional Charges).

2.3.4 **10% of the Goods Price** if the Customer has paid 90% of the Goods price on their Finance Agreement (excluding any Additional Charges), which is 8 monthly payments and the 10% deposit (excluding any Additional Charges).

2.4 If the Goods do not meet the criteria in clause 2.2, DS Music may choose to offer a lower Purchase Price than stated in clause 2.3. DS Music reserves the right not to make an offer to purchase the Customer's Goods for any reason and will not be liable for any loss or damage incurred by the Customer in relation to this.

2.5 The Customer is solely responsible for all delivery costs including insurance, to transport the Goods from the Customer to DS Music, and from DS Music to the Customer for any reason.

2.6 Upon the Customer accepting the Purchase Price, the Customer will invoice DS Music for the Purchase Price. If the Finance Agreement outstanding balance is greater than the Purchase Price the Customer must make a payment to the Finance Company for the difference between the Finance Agreement outstanding balance and the Purchase Price.

2.7 Once the terms in clause 2.6 are complete, the Customer agrees for DS Music to pay the Finance Company the Purchase Price which will go towards the Customer's Finance Agreement balance.

2.8 Between the date of DS Music offering a Purchase Price to the Customer and completing the terms in clause 2.6, DS Music reserves the right to amend the Purchase Price or withdraw the offer with immediate effect, with no liability for any loss or damage if:

2.8.1 any Finance Agreement payments are paid by the Customer to the Finance Company; or

2.8.2 the Finance Agreement payments are not up-to-date; or

2.8.3 the Finance Agreement outstanding balance contains Additional Charges.

**3. LIABILITY & TERMINATION**

- 3.1 DS Music is not liable (in contract tort, including negligence, misrepresentation or otherwise) to the other or any third party for any loss or damages arising under or in connection with this Agreement.
- 3.2 DS Music may terminate this Agreement at any time without reason.
- 3.3 Termination of this Agreement shall be without prejudice to the rights of either party accrued as at the date of termination.

**4. ENTIRE AGREEMENT**

- 4.1 This Agreement sets out the entire agreement and understanding between the parties, it supersedes any previous agreement between them in relation to the subject matter of this Agreement and no representations, statements or inducements, oral or written (and excluding only those made fraudulently), not contained herein shall bind either party. Each party recognises that, in entering into this Agreement, they have not relied on any representation, statement or understanding (whether innocent or negligent) not expressly set out herein.

**5. THIRD PARTY RIGHTS**

- 5.1 No person or undertaking who/that is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

**6. VARIATION**

- 6.1 Any variation of this Agreement shall be submitted in writing by one of the authorized officers, who are company directors of DS Music, evidencing unqualified agreement to vary this Agreement.

**7. SEVERANCE**

- 7.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**8. NO PARTNERSHIP**

- 8.1 Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties, or as constituting either party as agent of the other for any purpose whatsoever. No party shall have the authority to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

**9. GOVERNING LAW AND JURISDICTION**

- 9.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales.
- 9.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.