

TERMS AND CONDITIONS

1 Instrument Hire Fee

- a. In consideration for the grant of the use of equipment to the Hirer, the Hirer must pay to MYO any Instrument Hire Fee as set out in Schedule 1 within fourteen days of receiving a valid invoice from MYO.
- b. The instrument must be returned to MYO at the address stated on the contract and it must be returned at the end date and time of the Hire period or the Hirer may be subject to further fees.
- c. The hirer shall arrange and pay for transport of the equipment from MYO, and its return by the end date. Unless otherwise agreed upon, collection and delivery address will be 120-130 Southbank Boulevard, Southbank, VIC 3006.
- d. Insurance of hired instruments during the Hire Period is the sole responsibility of the Hirer.

2 General obligations - Proper conduct and use

- a. The instrument remains the sole property of MYO throughout the entire hire period. The instrument is to be used solely by the Hirer and for the Hire Purpose as set out in Schedule 1; the instrument should not be sub-leased or loaned to a third party for any purpose, nor is it to be used for any activities other than those stated in the Hire Purpose. Interstate and international travel with the instrument is expressly forbidden.
- b. The Hirer accepts full responsibility for the proper care of the item/s at Schedule 1 during the Hire Period, inclusive during transport, storage and use.
- c. The Hirer agrees to take every possible care in using the instrument and maintaining the condition of the instrument. MYO has the right to terminate this agreement if we determine the instrument is being damaged by abuse or neglect and no refunds will be made available.
- d. The Hirer must not expose the instrument to extremes in temperature, humidity, sunlight, vibration or to risk of theft or damage. The instrument is not to be left unattended but always locked away in storage when not in use. The Hirer agrees in order to minimise the risk of damage to the instrument, the instrument must not be left in places subject to excessive changes in temperature such as in vehicles, near air-conditioning vents or direct sunlight.
- e. In the event that the condition of the instrument / equipment deteriorates during the Hire Period such as to render it incapable of the normal functioning, regardless of fault, the Hirer will immediately notify MYO and the instrument must be returned immediately for the purposes of servicing and repair, unless MYO deems otherwise. No repair work or modifications shall be undertaken on any instrument without MYO's express written consent.
- f. Should the Hirer undertake repair work or modifications without MYO's written consent, the Hirer will be liable for the full cost of this work, as well as any subsequent repair work costs incurred by MYO.
- g. The Hirer accepts liability for any damage caused during the Hire Period and agrees to reimburse to MYO the full cost of repairs, fair wear and tear accepted.
- h. If the instrument is lost during the Hire Period, the hirer agrees to reimburse all reasonable replacement costs incurred by MYO.
- i. This agreement is terminated upon return of the instrument.