

## Loss or Damage Waiver Agreement

### Underlying Agreement

The basis of our contract with you is a hire contract under the "Hire Association Europe" (HAE) terms & conditions, or other equivalent standard hire industry terms and conditions, for hiring goods.

### Waiver Agreement

We have agreed with you that the hire contract conditions varied by this Waiver Agreement under which you are relieved of your responsibility to us for loss of or damage to plant hired to you.

The Waiver Agreement is subject to the terms specified below.

### Waiver Terms

#### Loss or Damage Excess

You are responsible for the amount shown below of any loss or damage:

Agreed Loss	Excess
Up to £2,500	£100
£2,501 - £5,000	£250
£5,001 plus	£500

#### Exclusions:

You are responsible for:

- Any loss from a single cause in excess of £100,000 in respect of any single item.
- Continuing Hire charges.
- Loss of or damage to attachments (cutting edges tools trailing cables or flexible pipes) other than the total loss of the complete item or attachments individually specified on the contract of hire.
- Loss or damage caused by or arising out of materials treated by the Plant or by foreign bodies entering the plant with such materials.
- Loss of the equipment only revealed when an inventory is made.
- Loss or damage or breakdown caused by your willful act or willful neglect.
- Loss or damage arising from failure to clean and conduct routine maintenance where you are responsible under the terms of the hire contract.
- Loss or damage of equipment from any unattended vehicle unless all doors of the vehicle are locked, all windows and other openings fully closed and properly fastened, and equipment is out of view or securely mounted or fixed within the vehicle or in a suitable container.
- Loss due to, or exaggerated by, fraud, by you or on your behalf.
- Loss or damage if the property is hired by you to another hirer.
- Replacement fuel due to your misfuelling error.

#### Conditions:

- You must take all reasonable measures to protect the property hired to you and to ensure that all statutory and other regulations relating to the plant are observed where it is your responsibility under the terms of the underlying hire agreement.
- Any theft must be reported to the police immediately and the crime reference number recorded.
- Any loss or damage must be reported to us as soon as reasonably practical and in any event within 7 (seven) days of the event.
- Take photos of the damaged equipment in situ, and /or any areas of damage to the site or property following theft or vandalism.

This agreement applies to: The specific hire as invoiced