

Clause 15 of our Terms of Hire deals with – Loss Theft Damage Waiver

15.1 Loss Theft Damage Waiver ('LTD Waiver') **is not insurance** but is an agreement by Us to limit Your liability **in certain circumstances** for loss, theft or damage to the Equipment to an amount called the LTD Waiver Excess. The LTD Waiver Excess is explained below in clause 15.5. **Note the limitations set out in clause 15.6.**

15.2 Subject to clause 15.3, the LTD Waiver Fee will be automatically charged to You in addition to Your Hire Charges and will be set out in Your Hire Schedule. The LTD Waiver Fee is calculated as a percentage of the Hire Charge.

15.3 You are not required to pay the LTD Waiver Fee from the date You produce a certificate of currency for an appropriate policy of insurance that covers loss, theft or damage to the Equipment during the Hire Period for an amount not less than the replacement value of the Equipment ('Your Insurance'). For the avoidance of any doubt, You are liable to pay the LTD Waiver Fee for that portion of the Hire Period where a certificate of currency required pursuant to this clause 15.3 remains outstanding ("Uninsured Period") and you are not entitled to any credit and/or reimbursement of the LTD Waiver Fee charged and/or paid that relates to the Uninsured Period. You are responsible for any excess and any other costs associated with Your Insurance and You are responsible for any shortfall in repair or replacement costs of the Equipment following payment of any amount received under Your Insurance, including any loss We suffer as a result of not being able to hire the Equipment.

15.4 Where You have paid the LTD Waiver Fee, We will waive Our right to claim against You for loss, theft or damage to the Equipment if:

- (a) for theft, You have promptly reported the incident to the police and provided Us with a written police report;
- (b) You have co-operated with Us and provided Us with the details of the incident, including any written or photographic evidence We require;
- (c) the loss, theft or damage does not fall into one or more of the circumstances set out in clause 15.6; and
- (d) You have paid Us the LTD Waiver Excess.

15.5 The LTD Waiver Excess for each item of Equipment is the amount calculated as follows:

(1) (Replacement) where the Equipment is lost, stolen or damaged beyond repair:

(a) Subject to paragraph (b), the LTD Waiver Excess for each item of Equipment that is lost, stolen or damaged beyond repair will be the amount equal to the greater of:

- (i) \$500.00; or
- (ii) 15% of the New Replacement Cost.

(b) Where the New Replacement Cost is less than \$500.00, the LTD Waiver Excess will be an amount equal to the New Replacement Cost.

(2) (Repair) where the Equipment is partially damaged and can be repaired:

(a) Subject to paragraph (b), the LTD Waiver Excess for each item of Equipment that is partially damaged and can be repaired will be the amount equal to the greater of:

(i) \$500.00; or

(ii) 15% of the repair cost.

(b) Where the repair cost of the Equipment is less than \$500, the LTD Waiver Excess will be an amount equal to the lesser of the repair cost and the New Replacement Cost

15.6 Even if You have paid the LTD Waiver Fee, We will not waive Our rights to claim against You for loss, theft or damage to the Equipment and LTD Waiver will not apply if the loss, theft or damage:

(a) has arisen as a result of Your breach of a clause of this Hire Agreement;

(b) has been caused by Your negligent act or omission;

(c) has arisen as a result of Your use of the Equipment in violation of any laws;

(d) has been caused by Your failure to use the Equipment for its intended purpose or in accordance with Our instructions or the manufacturer's instructions;

(e) occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;

(f) has been caused by a lack of lubrication or a failure to properly service or maintain the Equipment;

(g) has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance;

(h) has been caused by the overloading of the Equipment or any components thereof;

(i) is to motors or other electrical Equipment or components within the Equipment caused by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads with the electrical Equipment;

(j) is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc;

(k) is caused by vandalism;

(l) is to tyres or tubes; or

(m) is to windscreens, mirrors, glass, or perspex.