

DAMAGE WAIVER POLICY

1. Loss Theft Damage Waiver ('Damage Waiver') is not insurance, but is an agreement by Us to limit Your liability in certain circumstances for loss, theft or damage to Our Equipment to an amount called the Damage Waiver. The Damage Waiver is explained below.
2. A Damage Waiver Fee will be automatically charged to You in addition to Your hire charges and is set out in Your Hire Schedule.
3. You are not required to pay the Damage Waiver Fee if You produce a certificate of currency or 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 full new replacement value of the Equipment.
4. **Please note, that under Our insurance policy, all hires where the Hire Value exceeds \$2500.00 ex GST, You must provide a suitable certificate of currency or an appropriate policy as per point 3, or accept full liability for the Equipment in the event of loss, theft or damage.**
5. Where You have paid the Damage Waiver Fee, We will waive Our right to claim against You for loss, theft or damage to the Equipment if:
 - a. You have promptly reported the incident to the police and provided Us with a written police report;
 - b. You have provided Us with the details of the incident, including any written or photographic evidence We require;
 - c. The loss, theft or damaged does not fall into one or of the circumstances set out in clause 6; and
 - d. You have paid Us the Damage Waiver
6. Even if You have paid the Damage Waiver Fee, We will not waive Our rights to claim against You for loss, theft or damage to the Equipment and Damage Waiver will not apply if the loss, theft or damage:
 - a. Has arisen as a result of Your breach of a clause of the 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 located, used, loaded, unloaded, transported on or over water, wharves, bridges, vessels of any kind or underground
 - f. Has been caused by 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 caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc.
 - j. Is caused by vandalism;
 - k. Is to tyres or tubes; OR
 - l. Is to glass.
7. The Damage Waiver does not cover loss, damage or theft under the value of \$5000.00. Where loss, damage or theft is under the value of \$5000.00 You will be liable for the cost of repairs/replacement.
8. Where an insurance claim is made under Our insurance policy and the loss, damage or theft is covered by the Damage Waiver, You will be liable to pay the insurance excess.