



Loss 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 plant hired to you.

The Waiver Agreement is subject to the terms specified below.

Waiver Terms

Loss Excess

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

Agreed Loss	Excess
Up to £500	£50
£501 - £1,000	£100
£1,001 - £2,000	£200
£2,001 - £2,500	£250
£2,501 - £5,000	£400
£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 and Recovery Costs.
- Loss or damage to attachments (cutting edge tools trailing cables or flexible pipes) other than the total loss of the complete item.
- Damage to accommodation and welfare units unless lost or caused by a third party.
- 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 breakdown caused by your wilful act or wilful neglect including glass, tyre, and hose repairs.
- 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 unlocked vehicle or were left unfixed and unattended.
- Loss or damage to tableware, cutlery, glass, china and other similar brittle items unless such loss or damage results in the loss or damage of the whole consignment during packaging, loading, unloading, or positioning.
- Loss due to, or exaggerated by, fraud, by you or on your behalf.
- Loss or damaged if the property is hired by you to another hirer (unless declared and agreed in advance).

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

Chippindale Plant Ltd

PRINT NAME.....

SIGNED.....

DATE.....