

# **UK TOOL HIRE T/A UK POWERED**

## **ACCESS DAMAGE WAIVER**

UK Tool Hire LTD T/A UK Powered Access accepts to waive its rights and covers damage caused to the equipment hired by the customer, on the basis of normal usage under the following conditions.

**SCOPE OF THE WAIVER:** Customer legal liability under the contract of hire for damage to the equipment hired (accidental damage, fire, theft, impact, malicious damage by third parties, breakdown caused by misuse or negligence).

Outside normal working hours, the cover is applicable when:

- The equipment is kept in a secure place under lock and key
- The equipment is locked
- The keys and papers are not left with the equipment

**TERRITORY:** United Kingdom.

**EXCLUSIONS:** The customer is responsible for providing his own cover in respect of Employers Liability, Public Liability and Motor Insurance.

The following events are excluded from the cover (this list is not exhaustive):

- Damage caused by intentional negligence or deliberate misuse
- Damage caused by act of terrorism
- Non respect of the conditions or not used in compliance with the manufacturers guidance (overloading)
- Non compliance with the elementary and general conditions of safety
- Damage caused by failure to carry out operators daily check
- Damage caused by painting, shot blasting, fire proofing, concreting, diamond drilling and similar trades where no machine protection has been used
- Used by non trained or non qualified operators
- Damage caused whilst on hire or loan to a third party
- Damage caused in transit by air or sea
- Bungee Jumping
- Loss or theft where the equipment is left unattended and unprotected

- Punctured tyres, removable parts, batteries, glass, lights, control box
- Consequential losses
- Rehire or loan by the customer

**PREMIUM:** 20% of the hire rate charged per calendar day (including weekends and public holidays). This is non refundable.

**LIMITS OF GUARANTEE:** The maximum amount of guarantee is £150,000 per event.

**CLAIM EXCESS:** Cover is provided subject to the deduction of an excess payable by the customer under the following conditions

- In the event of the complete destruction, theft or loss of the equipment: excess will be equal to 15% of the total replacement cost of new equipment (catalogue price)
- In the event of repairable damage: excess will be equal to 15% of the repair cost, or a minimum of £1000 + VAT

**VALIDITY:** Cover is granted to the customer:

- If the customer has settled all hire charges on their due date, up to the date of loss, and if the notification has been given to UK Powered Access T/A UK Tool Hire Ltd within 48 hours, in accordance with the provisions of the following statements:
  - Take all necessary steps to protect the interests of UK Tool Hire LTD T/A UK Powered Access or UK Tool Hire LTD T/A UK Powered Access insurance company.
  - Inform UK Tool Hire LTD T/A UK Powered Access (the branch with which the contract has been signed for) within 48 hours by recorded delivery.
  - Contact the police within 48 hours obtaining a crime reference number.
  - Provide UK Tool Hire LTD T/A UK Powered Access with the ORIGINALS of all relevant documents (police report + police crime number, etc.) **Within 48 hours.**

UK Tool Hire LTD T/A UK Powered Access reserves the right to refuse or cancel the aforementioned guarantee during the period of hire.