



## Loss or Damage Waiver Agreement Mainline Hire (1982) Ltd.

### Underlying Agreement

The basis of our contract with you is a hire contract under The Construction Plant-hire Association Model Conditions 2011 including any supplementary conditions thereto

### Waiver Agreement

We have agreed with you that these conditions will be 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; subject to the terms specified below.

### Waiver Terms

#### Loss or Damage Excess

You are responsible for the amount shown of any loss or damage: **£500**

#### Exclusions:

You are responsible for:

- Any loss from a single cause in excess of £200,000
- Loss of or damage to attachments (cutting edges tools trailing cables or flexible pipes) other than the total loss of the complete item.
- 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 by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the equipment due to its being stolen or otherwise missing unless such loss is: identifiable with a specific occurrence which has been the subject of notification to Mainline Hire (1982) Ltd. and your reporting of the matter to the Police
- Loss or Damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for the safe use of cranes – BS7121
- Loss or damage caused by your wilful act or wilful neglect.
- Loss or damage arising outside of the United Kingdom
- Loss or damage during transit by air or by sea (except by roll-on roll-off ferry)
- 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 (unless declared and agreed in advance)
- Continuing Hire Charges as may be included in the underlying agreement, for any period before your report to us of loss or damage.

#### 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.

This agreement applies to:

- All hires

Signed for Hirer ----- Hire Reference No. -----

Print Hirer's Name ----- Date -----