



Loss & Damage Waiver

We all know accidents happen.

Some accidents can be more costly than others, especially when it comes to plant machinery.

As an active member of Hire Association Europe (HAE), we now offer their HireSecure and Loss & Damage Waiver product on hires.

This product will be required for customers who do not have their own insurance or those customers whose insurance does not cover the equipment value to be hired.

HireSecure Loss & Damage Waiver is there to act as a safety net, to give you peace of mind should the worst happen.

What is HireSecure?

HireSecure will be charged with the addition of a Loss & Damage Waiver which involves adding a small percentage to each hire and collecting an excess fee which is fully refundable on return of the hired equipment (providing there is no damage of course).

By selecting the Waiver, you will have to agree to the HAE Hire Secure and Loss & Damage Waiver terms and conditions of hire, together with the terms and conditions of Brian Dent Ltd.

This is not an insurance product but is a contractual arrangement that removes your responsibility in the event of loss or damage to the hired equipment. This can provide peace of mind for those customers who do not have their own insurance or the appropriate level of cover.

HireSecure is available across our entire hire fleet, so whether you need an Electric Breaker, a Cement Mixer or a Mini Excavator, you can be covered under the terms of the product.

How Much Does It Cost?

The cost of taking out HireSecure is minimal; the cost is **15%** of the hire cost plus VAT. For example, if the cost of hiring a machine for a day came to £100 then the HireSecure Loss & Damage Waiver would cost £18.

Cancellation

If at any time you wish to cancel the HireSecure Loss & Damage waiver this must be done by e-mailing our Accounts team.

By doing so HireSecure will no longer be applied to any new hires (existing hires will still be subject to the waiver until the hire is terminated).

We will require a copy of your replacement "Hired-In Plant" insurance policy to allow new hires on the account.

Loss & Damage Waiver Agreement

To be retained by the Hirer

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 or damage to plant hired to you. The Waiver Agreement is subject to the terms specified below.

Waiver Terms

Loss or Damage Excess

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

Agreed Loss	Excess
£0 - £1,000	£100.00
£1,001 - £2,500	£250.00
Above £2500	£500.00

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.
- 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 only revealed when an inventory is made
- Loss or damage or breakdown caused by your willful act or willful neglect.
- 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 where 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 damage 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

Brian Dent Ltd

*Excavators (360° & 180° Tracked & Rubber Tyred) • Mini Excavators • Track & Wheel Loading Shovels • Compressors • Hydraulic Breakers
Rollers • Rough Terrain Fork Lifts • Platform Trucks • Concrete Grinders • Plusers • Saws & Scrabblers • Water Main Installations • Reinstating, etc.*

Directors: W. A. Dent, A. S. Dent, D. G. Dent, C. E. Dinsdale

Registered in England No. 822579

Registered Office as above.