

DAMAGE WAIVER PROTECTION



YardLink can offer a Damage Waiver designed to protect our customers from charges under the hiring conditions that may arise in the event of damage, loss or theft of equipment whilst on hire. Customers are not obliged to take out this service, and in certain circumstances, the damage waiver will not be available.

YardLink Damage Waiver Protection

The YardLink Damage Waiver is designed to protect our customers from charges under the hiring conditions that may arise in the event of damage, loss or theft of equipment whilst on hire. This protection may not be available for all customers and this is not an insurance policy.

Our Damage Waiver is charged at 15% of the overall hire rate of equipment on hire. Where a customer has opted to pay for the Damage Waiver, YardLink will waive any cost of repairing accidentally damaged equipment and/or any cost for loss or theft of the equipment up to a value of £250,000. Any loss above £250,000 will be the customer's responsibility.

In order to qualify for the protection provided by the YardLink waiver the customer must also

- (i) be able to demonstrate that reasonable care had been taken to prevent loss;
- (ii) report any theft of equipment to the Police and obtain a crime reference number; and notify YardLink within 48 hours of the theft being discovered.

Limitations and Exclusions

Customers are under no obligation to pay for the Damage Waiver service, however if a customer chooses not to then they will be liable for 100% of the total cost of repairs for any damage to the equipment on hire or the total replacement cost in the event of loss or theft of the equipment on hire.

If the total value of equipment hired is greater than £250,000 then customers are advised to take out plant insurance to protect themselves against liability for accidental damage, loss or theft.

YardLink Excess

The customer shall always be liable for the first £1,000 of any loss of or damage to hired equipment.

The Damage Waiver shall not apply, and customers shall remain liable for loss or damage to equipment hired from YardLink caused by:

Theft of or damage to consumable parts (including tyres, bands, belts, cables, hoses and cutting edges) unless as part of a total loss.

Any occurrence whilst the equipment is underground or underwater.

Nuclear risks.

Loss due to the dishonesty, wilful defect or negligence of any customer's employee, sub-contractor or agent.

Loss of equipment revealed only during an inventory.

Any act of terrorism or civil commotion in Northern Ireland.

Any occurrence whilst the equipment is outside of the UK, the Channel Islands and the Isle of Man.

Tyre punctures and/or replacement due to irreparable tyre damage.

The Hirer's negligence, damage or breach of the relevant hire contract.

The misuse, neglect, alteration, mishandling or unauthorised manipulation of equipment by the customer.

Statement of Fact

You agree to the following Statements in respect of your business entity.

- No director has had any convictions or pending prosecutions (other than motoring offenses) or any Health and Safety related convictions.
- In the last 5 years no director has been declared bankrupt or insolvent in the last 5 years
- You have not suffered from a theft of plant, machinery or tools in the last 12 months that could or has resulted in an insurance claim
- **No contractors' plant** is hired for the use at a waste recycling facility
- You are based within the **UK and will be using the hired equipment within the UK.**
- You are a business entity and not a private domestic individual.