

## **DAMAGE WAIVER**

- 1.1 The Customer understands and accepts that an additional Damage Waiver Amount will automatically be charged in addition to the Hire Fee unless:
- (a) The customer has elected not to pay the Damage Waiver Amount and has provided copies of current insurance policies which insure the Equipment during the Hire Period for its full replacement or reinstatement cost and note Frontline Rentals' interest.
  - (b) Upon Frontline Rentals receiving written acknowledgement in the form of the Customer's signature on the Theft & Damage Waiver form that the Damage Waiver for the Equipment is not required and that the Customer accepts the full replacement or reinstatement costs (whichever applicable) for any loss, theft or damage to Frontline Rental's Equipment based on the then current purchase price of the Equipment.
- 1.2 Where the Damage Waiver Amount has been charged to the Customer, Frontline Rentals agrees to waive its right to claim for loss and damage to the Equipment caused by fire, storm, collision, accident, theft or burglary, provided that the Customer has paid the Damage Waiver Excess, promptly submitted to Frontline Rentals a written police report (where necessary) and adequate precautions had been taken to protect the Equipment, including that the Equipment was reasonably locked and secured.
- 1.3 Expressly excluded from clause 1.2 are losses and damage caused by the Customer as defined below:
- (a) Loss or damage caused by the negligent act or omission of the Customer, or the misuse, abuse or overloading of the Equipment;
  - (b) Damage caused to tyres, tubes or tracks by blow out, bruises, cuts or other causes inherent in the use of the Equipment;
  - (c) Damage relating to the lack of lubrication, incompatible lubricants or fluids used, or normal servicing of the Equipment;
  - (d) Damage to electrical systems caused by overloading or incorrect and unapproved items being installed by the Hirer;
  - (e) Damage caused by exposure to any corrosive or caustic substances;
  - (f) Theft of the Equipment unless reasonably locked and secured;
  - (g) Loss or damage to Equipment during transport.
  - (h) Loss or damage from use in violation of any laws and regulations; and
  - (i) Loss or damage of tools and accessories, glass breakage, including mirrors and lights.
- 1.4 Clause 1.2 shall not apply where Frontline Rentals determines that one of the exclusions in Clause 1.3 applies unless the Customer is able to establish to the reasonable satisfaction of Frontline Rentals that the exclusion does not apply.