



Loss & Damage Waiver Guidance

→ Introduction

Our Loss & Damage Waiver provides peace of mind to customers for a small additional cost. This guide covers the terms and conditions and answers frequently asked questions.

→ Waiver Terms & Conditions

Accidental Damage & Loss Waiver for Hire Goods Available from Travis Perkins Group Hire Businesses.

Overview

Our Accidental Damage and Loss Waiver gives the hirer (“You”) the peace of mind that you will not need to pay for accidental damage or loss.

For an extra charge we’ll take responsibility for each individual item of Hire Goods that is accidentally damaged or lost, subject to the waiver terms below. The charge is equal to 15% (or 20% where the new replacement costs of the Hire Goods is more than £50,000) of the charges for the Hire Goods (per item).

The Accidental Damage & Loss Waiver is available to protect against loss or damage to Hire Goods. You are not obliged to take out the Accidental Damage & Loss Waiver and in certain circumstances the Accidental Damage & Loss Waiver may not be available. Below we set out some examples of what is and is not covered, FAQs and the detailed terms applicable.

Owner	Initial Release	Last Updated	Last Reviewed
Tool Hire Fleet Director	March 2017	June 2021	June 2021

Examples of types of accidental damage and loss we waive our rights in relation to:

- Theft
- Accidental damage
- Malicious damage and vandalism
- Fire Damage
- Individual Hire Goods with a purchase value (new) of up to £100,000

Examples of what we DO NOT waive our rights in relation to:

- The first 10% of any loss or damage, subject to a minimum of £100 and a maximum of £500
- Damage by paint or overspray
- Damage to rubber or steel tracks
- Damage to tyres
- Corrosion caused by chemicals and any corrosive agents
- Damage due to overloading
- Damage caused by misuse or negligence
- Damage by fire where adequate and proper precautions were not taken to protect the Hire Goods
- Theft where adequate and proper precautions were not taken to secure the Hire Goods
- Damage to third party property or injury to any person whilst off a public highway, racing or whilst carrying persons for hire or reward
- Damage or loss of goods taken outside of the United Kingdom and Republic of Ireland
- Recovery cost of lifting / righting up Rolled Equipment



→ FAQ's

Q. Is Accidental Damage and Loss Waiver an insurance policy?

No, it is a waiver of our rights.

Q. Is there an excess to be paid in the event of a claim?

Yes, there is an excess of which the customer is liable for, this will be 10% of any loss or damage total costs, subject to a minimum of £100 and a maximum of £500.

Q. Does this waiver apply to any loss or damage to Hire Goods taken outside of the United Kingdom?

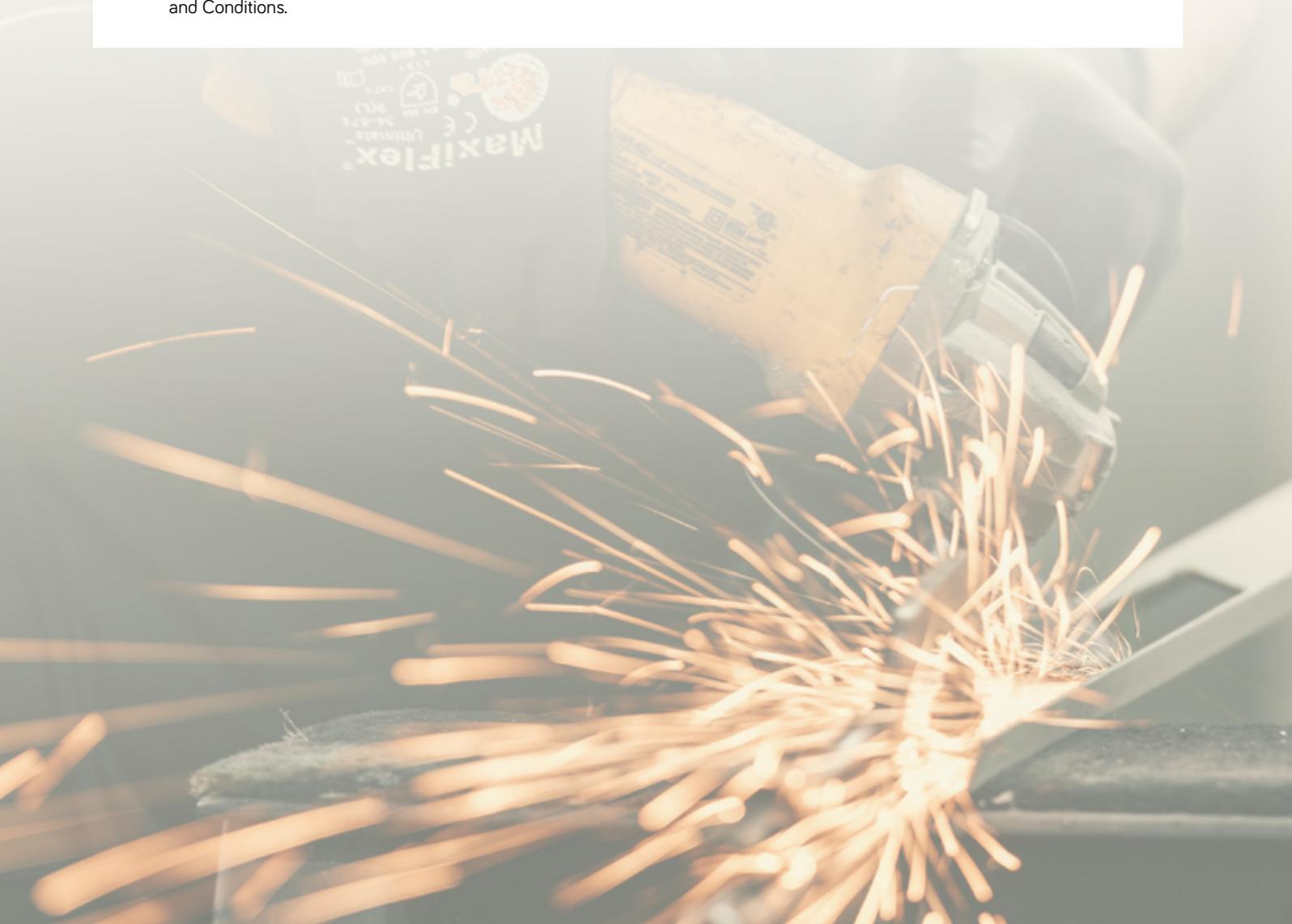
No, this waiver only covers Hire Goods for use in the United Kingdom and the Republic of Ireland.

Q. Does the waiver cover any accidental damage or loss to third party goods, property or persons?

No, this waiver only covers any accidental damage or loss to the Hire Goods supplied by us.

Q. What is the maximum value allowed on any one claim?

This waiver only covers the loss of Hire Goods and/or damage up to the value of £100,000, subject to the Terms and Conditions.



→ Accidental Damage and Loss Waiver Terms

The Accidental Damage and Loss Waiver forms part of the Contract for the hire of Hire Goods between you and us. The underlined words above have the meaning given in the Travis Perkins Group Standard Conditions of Hire when used in these terms. The Travis Perkins Group Standard Conditions of Hire apply to the Accidental Damage and Loss Waiver. All sums referred to are exclusive of VAT.

[View the terms here.](#)

Charges payable for Accidental Damage and Loss Waiver

1. In respect of each individual Hire Goods item you wish to cover with the Accidental Damage and Loss Waiver you agree to pay as an additional charge the following percentage of any Deposit, Rental and any other charges due to us for that item. This payment is charged to you in advance of commencement of the applicable Hire Period:

New replacement cost of Hire Goods item	Charge Rate
Up to £50,000	15%
Over £50,000 and up to £100,000	20%

Waiver

2. In return for payment of the charge under section 1 above (but subject to the conditions and exclusions in sections 3 and 4 below) you must pay only the first 10% of the new replacement cost of the Hire Goods item (subject to you paying a minimum of £100 but no more than a maximum of £500) in respect of which the waiver is claimed and we will waive any further charges for (i) rectifying accidental damage; and/or (ii) replacing lost or stolen Hire Goods with new items, up to the following sums:

Charge Rate Paid	Amount Covered
15%	£50,000
20%	£100,000

You will be responsible for any sum in excess of the amount covered.

Condition of waiver

3. The Accidental Damage and Loss Waiver will only apply (even if the charge under section 1 has been paid) if all of the following conditions are satisfied:

- You demonstrate that reasonable care has been taken to prevent loss and damage;
- In the case of theft or vandalism of the Hire Goods, you have reported the crime to the Police and obtained a crime reference number and provide this to us (along with details of the police station and police officer to whom the crime has been reported);
- You have notified us (via the branch that supplied the Hire Goods) within twenty-four (24) hours of the damage or criminal act and, where applicable, provided all crime and police details required (see above); if the end of this twenty-four (24) hour period falls outside of our normal working hours, you will provide notification and applicable details by midday on our next working day
- You have not continued using Hire Goods in a damaged condition;
- None of the exclusions in section 4 below apply.

→ Accidental Damage and Loss Waiver Terms

Exclusions

4. Waiver shall not apply and you shall be responsible for any charges arising due to damage to Hire Goods or loss (including theft) of Hire Goods if the charges arise in any of the following circumstances:

- Theft of consumable goods (i.e. items not offered for hire including PPE, fuels and oils etc.);
- Theft of Hire Goods where adequate and proper precautions were not taken to secure the Hire Goods. As a minimum, adequate and proper precautions require you to ensure that, when not in use:
 - The Hire Goods (i) be stored in a secure compound, building or vehicle and (ii) any keys/access controls to the Hire Goods be removed and stored in a safe secured location;
 - In the case of Hire Goods left visible and unattended in a vehicle, that the vehicle be (i) secured; and (ii) in the case of theft occurring overnight, stored overnight in a secure compound or building;
- Damage or loss due to the dishonesty, wilful defect or negligence by you or any of your employees, sub-contractors or agents;
- Loss or damage arising from failure to clean and conduct routine maintenance of the Hire Goods;
- Damage or loss caused by you breaching the Contract;
- Damage or loss caused by you or contributed by you as a result of the misuse, neglect, alteration, mishandling or unauthorised manipulation of the Hire Goods;
- Damage due to overloading;
- Damage due to fire when adequate precautions were not taken to protect the Hire Goods;
- Damage or loss of Hire Goods revealed only when an inventory is made or at collection;
- Damage or loss caused by or arising from terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- Damage or loss occurring outside the UK and the Republic of Ireland;
- Damage to paint or overspray;
- Loss or damage caused by or arising from pollution or nuclear, chemical or biological contamination or sonic boom;
- Damage to either (i) rubber / steel tracks; and/or (ii) tyre punctures; and/or (iii) irreparable damage to tyres;
- Damaged caused by chemicals and/or any corrosive agents or materials;
- Damage caused by contamination of equipment with hazardous substances such as asbestos, silica dust and other high risk materials;

The waiver does not include any cover for damage to third party property or injury to any person. You will remain fully liable for any such damage caused by you (nothing in this waiver excludes or limits our liability for fraud, death or personal injury due to our negligence nor exclude or limit any other type of liability which it is not permitted to exclude as a matter of law).