

smart >>> platform rental ltd

Collision Damage Waiver Agreement

Please note the terms detailed below do not apply to Customer's own insurance hires

This Agreement is not operative unless the Accidental Loss / Damage Application Form on the Rental Agreement has been completed by the Hirer and accepted by the Owner, and the appropriate additional charge paid to the Owner.

AMENDMENT TO CONDITIONS OF HIRE

The rental described in the Rental Agreement is subject to the CPA MODEL CONDITIONS FOR THE HIRING OF PLANT (JULY 2011) referred to as the CPA Conditions. It is hereby agreed that the CPA Conditions will not apply to the Hirer's liability for;

ACCIDENTAL DAMAGE

1. the cost of repair or to make good to the Owner accidental damage to the Plant occurring during the Hire Period. However, the Hirer will remain responsible for:
- (a) the first £500 of each and every occurrence of such damage on the vehicle chassis (3.5 tonnes chassis)
the first £1000 of each and every occurrence of such damage on the vehicle chassis (7.5 tonnes chassis)
 - (b) the first £1000 of each and every occurrence of such damage on the mechanical platform (3.5 tonnes chassis)
the first £2000 of each and every occurrence of such damage on the mechanical platform (7.5 tonnes chassis)
 - (c) continued payment of hire charges while the Plant is unavailable for use as a consequence of loss or damage.
 - (d) damage to glass, lights, mirrors, aerials, tyres or trims.
 - (e) damage to the Plant caused by striking low level objects while driving (including but not limited to bridges or tree branches).

THEFT

2. the cost of repair or to make good to the Owner loss of or damage to the Plant arising from theft or attempted theft of or from the Plant occurring during the Hire Period. However, the Hirer will remain responsible for:
- (a) the first £3000 of each and every occurrence of such loss or damage except as stated in 2 (b) and 2 (c).
 - (b) the first £3500 of each and every occurrence of such loss or damage occurring while the Plant is unattended and not locked at all points of entry with the immobiliser operative.
 - (c) the first £6000 of each and every occurrence of such loss or damage occurring between the hours of 9pm and 6am if the Plant is not locked in a yard, compound or garage to which entry is gained by forcible and violent means.
 - (d) the replacement cost of the vehicle if the vehicle is stolen with the keys.

MOTOR THIRD PARTY LIABILITY

3. liability to any third party for accidental injury or damage arising from any incident involving the Plant occurring during the Hire Period to the extent required by prevailing UK Road Traffic Act legislation. However, the Hirer will remain responsible for:
- (a) any liability in respect of damage to third party property in excess of £5m in respect of any one occurrence.
 - (b) any liability arising from the use of the Plant as a tool of trade (e.g. Public Liability) or from any other circumstances in which road traffic laws do not apply.

EXCEPTIONS

Any benefit accruing to the Hirer from this Amendment will be forfeited and the terms of the CPA Conditions will apply in full if:

- 4. the Plant is driven by any person not named in the Rental Agreement or by any person named in the Rental Agreement whose CDW Agreement Application Form is falsified in any part.
- 5. the Plant is driven for hire or reward, illegal purpose, racing, pacemaking, reliability or speed testing or driving tuition.
- 6. the Plant is not in England, Scotland or Wales unless with the Owner's written agreement.
- 7. the elevating work platform is subjected to negligent misuse including but not limited to overloading or any other use outside of the published specification or capabilities of the Plant.
- 8. all reasonable precautions are not taken to ensure that the Plant is not used on ground which is unstable or liable to subsidence or landslip.
- 9. The vehicle has been driven or operated while the driver/operator was under the influence of alcohol or drugs or could reasonably be considered unfit to drive or operate the mechanical platform.
- 10. Any mechanical damage to the vehicle caused by negligent misuse including, but not limited to the use of incorrect fuel.

All other terms and conditions of the CPA Conditions remain unaltered and in full effect.

THE HIRER MUST INFORM SMART PLATFORM RENTAL LTD OF ANY ACCIDENT OR POTENTIAL CLAIM BY TELEPHONE 0333 800 6000 AT THE TIME OF THE INCIDENT. ACCIDENT / INSURANCE CLAIM FORMS MUST BE COMPLETED AND RETURNED TO SMART PLATFORM RENTAL WITHIN 24 HOURS OF THE INCIDENT. FAILURE TO REPORT ACCIDENTS WITHIN THE ABOVE TIMESCALE MAY RESULT IN NON ACCEPTANCE OF CLAIM AND ANY THIRD PARTY LOSSES WILL BE RE-DIRECTED TO THE HIRER FOR SETTLEMENT.