

Document B

Copy text for insertion into contract

Middleton Plant Hire Ltd

Underlying Agreement

The basis of our contract with you is a hire contract under these conditions: (Delete as applicable)

The Construction Plant-hire Association Model Conditions 2011 including any supplementary conditions thereto

The Construction Plant-hire Association Consumer Conditions

Waiver Agreement

We have agreed with you that these conditions will be varied by this waiver agreement under which you are relieved of your responsibility to us for loss or damage to goods hired to you; subject to the terms specified below.

Waiver Terms

Loss or Damage

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

Agreed Loss/Excess

- Up to £1000 / £50 excess
- £1001 to £2500 / £100 excess
- £2501 to £5000 / £250 excess
- £5001 plus / £500 excess

Exclusions:

You are responsible for:

- Any loss from a single cause in excess of £200,000 and/or in excess of £100,000 in respect of any single item.
- 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 foreign bodies entering the plant with such materials.
- Loss of the equipment by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the equipment due to it being stolen or otherwise missing unless such loss is identifiable with a specific occurrence which has been the subject of notification to Middleton Plant Hire Ltd and your reporting of the matter to the Police.
- Loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with the British Standard Code of Practice for the safe use of cranes – BS7121
- Loss or damage caused by your wilful act or wilful neglect.
- Loss or damage arising outside of the United Kingdom.
- Loss or damage during transit by air or by sea (except by roll-on, roll off ferry).
- 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).
- Continuing Hire Charges as may be included in the underlying agreement, for any period before your report to us of loss or damage.

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.

This agreement applies to: (delete as appropriate)

- The hire as invoice
- All hires

Signed for Hirer _____ Hire Reference No. _____

Print Hirer's Name _____

Date _____

