

Lets Get Roasted Damage Waiver

14/ Damage Waiver is not insurance, but is an agreement by **LGR** that the Customer's liability for damage to the Equipment can be limited in some circumstances only, to an amount called the Damage Waiver Excess.

Please note - Damage Waiver does NOT cover the costs of recovery of the Equipment, which are always payable by the Customer.

15/ Subject to the provisions of this Section 14, Damage Waiver applies to each incident occurring in all hires, for no additional fee. The Damage Waiver Excess is the actual repair cost of the Equipment, or 20% of the current replacement cost of the Equipment as reasonably determined by **LGR** using supplier's list prices, whichever is the lesser amount.

Damage waiver does not apply and will not limit the customer's liability in the following circumstances;

(16a) where the Equipment is lost or stolen;

(16b) where the operator is not suitably licensed;

(16c) where the operator is affected by drugs and/or alcohol;

(16d) where the equipment has been will fully damaged at any time during the Hire Period;

(16e) Where the damage is caused by rolling or detachment while the Equipment is being driven or towed;

(16f) where the damage is caused while the Equipment is being driven or towed on any road that is unsealed or is not a public road;

(16g) where the damage is caused in any way by overloading; (h) where the damage is caused by flash flooding or general water damage;

(16i) where the damage is caused by a collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object whatsoever due to insufficient clearance; or

(16j) where the damage is caused to a truck pantech or truck crane.

17/ Theft waiver does not apply and will not limit the customer's liability for theft in the following circumstances;

(a) where the Customer has failed to keep the Equipment in a securely locked enclosed area.

(b) where the Customer has failed to submit to **LGR** a Police Report on the theft within seven days of the theft allegedly occurring. In the event of Theft Waiver applying, hire fees will be charged to the Customer until the Police Report is provided to **LGR**.

18/ Damage Waiver will NOT apply where Kennards determines that any applicable exclusion mentioned in this Section (Damage Waiver) applies, including the circumstances in clauses 16(a)-(j) or 17(a)-(b) respectively, unless the Customer is able to establish otherwise to the reasonable satisfaction of **LGR**.

19/ Equipment Waiver Plus and Vehicle Waiver Plus, including Theft Waiver, will NOT apply where **LGR** determines that any applicable exclusion in clauses 16(b)-(h) or 17(a)-(b) applies.

20/ A Damage Waiver Excess must be paid by the Customer for each and every separate incident which may occur in any Hire Period, where any Damage Waiver is applicable under this section (Damage Waiver).

21/ A Theft Waiver Excess must be paid by the Customer for each and every separate

incident which may occur in any Hire Period, where any Theft Waiver is applicable under this section.

22/ If any damage is caused by the Customer to any property or goods whatsoever owned by a third party as a result of or during the use of **LGR** Equipment, and if the Customer has breached any provision of this Contract or if any of the circumstances described in clauses 16(a)-(j) have occurred, the Customer will be liable for the full cost of that third party property damage to the extent caused by the Customer. If the Customer has not breached this Contract and none of the circumstances described in clauses 16(a)-(j) have occurred, the Customer will be liable for the full cost of the third party property damage to the extent caused by the Customer, or \$4,500, whichever is the lesser amount.