

Loss or Damage Waiver - Schedule to Rental Terms and Conditions

The Hamilton Rentals Terms and Conditions of Rental provide that you must insure rented equipment whilst it is in your care and possession.

You have elected to have the risk of loss or damage to the equipment retained by Hamilton Rentals.

This is not an alternative to insurance – Hamilton Rentals shall not be liable or other insurable losses.

By signing this schedule you agree to the following additional terms and to the addendum to our standard Terms and Conditions of Computer and Audio-Visual Equipment Rental below:

Damage or Loss Waiver – UK and European Union only.

1. Loss through theft, accidental destruction or damage to rented equipment whilst in transit within the UK is only included for transit arranged by the Company.
2. This damage or loss waiver does not cover theft from an unattended vehicle, where forced entry is not detected, unexplained or mysterious loss or loss or damage due to negligence, deliberate malicious acts or lack of care by the Hirer or any of its employees or agents.
3. For a claim to be valid, loss due to theft must be reported to police who will issue a crime reference number which must be produced as evidence together with a report outlining the details of the loss.
4. In addition to the damage waiver fee, each loss is subject to processing/excess charge of:
 - Individual items up to the value of £10,000 = £250:00 per item.
 - Individual items over the value of £10,000 = £600:00 per item.
5. Indemnity is for equipment only and does not extend to third party or consequential loss of any kind.
6. The Company reserves the right to continue to charge rental until the end of the contract period.

Damage waiver fee: As per our quotation - subject to a minimum charge of £25:00

**Addendum to the Terms and Conditions of
Computer and Audio-Visual Equipment Rental**



The Company has agreed to retain the risk of reasonable loss of or reasonable damage to the Equipment during the Rental Period. Please note that whilst (subject to the standard Terms and Conditions of Rentals - see link below) the Company will not look to the Hirer or the Hirer's insurance policy to reimburse the Company for loss of or damage to the Equipment during the Rental Period. The Company's insurance of the Equipment during the Rental Period is at the Company's discretion. Further, please note that the Hirer has no interest under or right to claim against, any policy of insurance maintained by the Company and the Hirer has no right to require that the Company itself either maintains any such policy or makes any claim against any such policy..

Notwithstanding the Company is retaining the risk of loss of or damage to the Equipment, it is the Hirer's obligation to take reasonable care of the Equipment (and the Hirer remains liable at all times for any loss or damage to the Equipment caused by its failure to do so) and to notify the Company immediately of any event which may give rise to a claim under any insurance policy (such as loss of or damage to the Equipment during transit or whilst at the Hirer's premises). The Hirer shall provide evidence of loss caused by theft by way of a police crime number or report and shall assist in any investigation into such loss. Unidentified or mysterious loss is excluded. The Hirer's attention is also drawn to its obligations under clause 9(6) of the Terms and Conditions of Rental. (See link below)

The Company reserves the right, at its discretion, to refuse to provide this facility or to cancel this schedule prior to delivery of the equipment.

If the Equipment is damaged or lost during the Rental Period, the Company shall charge the Hirer an excess/processing fee independent of the damage waiver charge, as outlined above.

This Schedule and addendum to our standard terms and conditions of rental and associated charges continue to apply if a rental is extended beyond the original term.

Link to Terms and Conditions of Rental: [Hamilton Rentals - Terms and Conditions of Rental](#)

Rental Order Number: _____

Signed for and on behalf of Hirer: _____ **Signed for and on behalf of Hamilton Rentals:** _____

Print name: _____ **Print name:** _____

Position: _____ **Position:** _____

Date: _____ **Date:** _____

To confirm please complete this form and scan and email to creditcontrol@hamilton.co.uk