

YardLink Protect – Damage Waiver



YardLink Protect is our industry leading Damage Waiver product, specifically designed to protect our customers from charges under the hiring conditions that may arise in the event of damage, loss or theft of equipment whilst on hire. Customers are not obliged to take out this Damage Waiver but every hirer is required to have suitable insurance in its place before any plant or equipment may be hired from YardLink.

How it Works

YardLink Protect is competitively priced at 20% of the overall hire rate of equipment on hire. Where a customer has opted to pay for the Damage Waiver, YardLink will waive any cost of repairing accidentally damaged equipment and/or any cost for loss or theft of the equipment up to a value of £250,000, less an initial excess charge. Any loss above £250,000 will be the customer's responsibility.

Customers will always be responsible for an initial excess charge related to the value of damage or loss, laid out in the excess schedule below.

In order to qualify for the protection provided by our Damage Waiver, the customer must also:

- (i) be able to demonstrate that reasonable care had been taken to prevent loss;
- (ii) report any theft of equipment to the Police and obtain a crime reference number; and notify YardLink within 48 hours of the theft being discovered.

Customer Responsibility and Initial Excess

Limit of Liability £250,000 any one claim

Excess

- a. The first £250 of any claim up to £1,000 in value.
- b. The first £500 of any claim between £1,001 and £2,500 in value.
- c. The first £750 of any claim between £2,501 and £5,000 in value.
- d. The first £1,000 of any claim above £5,000

The Damage Waiver shall not apply, and customers shall remain liable for loss or damage to equipment hired from YardLink caused by:

- (i) theft or damage to consumable parts (including tyres, bands, belts, cables, hoses and cutting edges) unless as part of a total loss.
- (ii) Any occurrence whilst the equipment is or underwater.
- (iii) Nuclear risks.
- (iv) Loss due to the dishonest, wilful defect or negligence of any customer's employee, sub-contractor or agent.
- (v) Loss of equipment revealed only during an inventory.
- (vi) Any act of terrorism or civil commotion in Northern Ireland.
- (vii) Any occurrence whilst the equipment is outside of the UK, the Channel Islands and the Isle of Man.
- (viii) Tyre punctures and/or replacement due to irreparable tyre damage.
- (ix) The Hirer's negligence, damage or breach of the relevant hire contract.
- (x) The misuse, neglect, alteration, mishandling or unauthorised manipulation of equipment by the customer.