

Coates

Equipped for anything



Loss Theft Damage Waiver

Equipped for the unexpected

Our valuable fleet

Coates equipment is valuable to us.

Coates has made a significant financial investment in buying and maintaining our hire fleet.

Our customers benefit from that investment and avoid the need to buy and maintain such equipment themselves.

What we expect from you?

We trust our customers with the safety and security of our equipment while it is on hire to them.

Our Hire Charges are based on the expectation that the equipment will be returned to us undamaged.

So if our equipment is lost, stolen or damaged whilst in your care, it may need to be either replaced or repaired. We then need to seek those costs from you, our customer.

How can we both limit repair and replacement costs?

Sometimes those costs can be in the thousands of dollars. So we normally expect that our customers would have their own insurance covering loss, theft and damage on their site.

During the hire, our customer can agree to pay a Loss Theft Damage Waiver ('LTD Waiver') Fee (normally 12.5% of the Hire Charges) in addition to their Hire Charges. This is to limit their risk of having to make a claim on their insurance or paying us the full repair or replacement costs that we incur.

How does the LTD Waiver work?

If you do choose to pay the LTD Waiver Fee, and the new replacement cost or repair is more than \$500, the most that we would expect from you for those costs is the greater of \$500 or 15% of the repair or new replacement cost. However, there are some circumstances where the LTD Waiver does not apply (please read on).

When does the LTD Waiver not apply?

The LTD Waiver is supposed to limit your exposure for accidental loss beyond your reasonable control. It also only limits the repair and replacement costs that we will seek from you.

In our [Terms of Hire](#), (which can be found on our website - [Terms Of Hire - Read Our Hire Agreement](#)), we have:

- identified a list of specific examples of when the LTD Waiver will not apply to repair and replacement costs (such as misuse, your negligence etc);
- noted that the LTD Waiver also does not apply to where you have caused injury or damage to others; and
- we have attempted to clearly explain how we apply our Hire Charges and how you may still be responsible for those charges for the period that the equipment is not available for hire due to loss, theft or damage.

We suggest that you have a look at these before your hire and please do not hesitate to raise any questions that you have with your local Coates branch manager or sales representative.