

RENTER PROTECTION

Information for Customers
about EPSA's Renter
Protection under EPSA
Standard Rental Terms

About Renter Protection / Damage Waiver

EPSA offers Customers the option of purchasing Loss, Theft, Damage Protection, known as Renter Protection as part of their Rental Agreement.

Renter Protection is not insurance but instead is an agreement between EPSA and the Customer to limit the Customer's liability in certain circumstances for loss, theft or damage to the rented Equipment while in the care and custody of the Customer. The agreed monetary limit is called the Renter Protection Excess Amount.

If the Customer chooses the Renter Protection option then a Renter Protection or Damage Waiver Fee will be automatically charged to the Customer in addition to the hire charges and will be set out in the Rental Quotation / Rental Schedule and itemised on the invoice submitted to the Customer.

Customers can elect not to pay the Damage Waiver Fee if the Customer instead produces a certificate of currency for an appropriate policy of insurance that covers the risk of loss, theft or damage to the Equipment. The insurance coverage needs to be reviewed by EPSA and needs to be for an amount not less than the full new replacement value of the Equipment.

Waiver by EPSA

Where the Customer has paid the Damage Waiver Fee, EPSA will waive its right to claim against the Customer for loss, theft or damage to the Equipment if:

- (a) the Customer has promptly reported the incident to the police and provided EPSA with a written police report;
- (b) the Customer has co-operated with EPSA and provided EPSA with the details of the incident, including any written or photographic evidence EPSA require;
- (c) the loss, theft or damage does not fall into one or more of the circumstances set out below; and
- (d) the Customer has paid the Damage Waiver Excess.

Payment of Damage Waiver Excess

The Damage Waiver Excess for each item of Equipment is the amount set out in the Quotation or Rental Agreement, which unless agreed otherwise is equal to:

- (a) 12% of the replacement cost of the Equipment; OR
- (b) 20% of the cost of the repairs (if the Equipment is partially damaged and can be repaired) OR
- (c) 15% of the full new replacement cost of the Equipment (if the Equipment is lost, stolen or damaged beyond repair),

whichever is greater.

Exceptions

EPSA will not waive its rights to claim against Customers for loss, theft or damage to the Equipment and Renter Protection / Damage Waiver will not apply will not apply will not apply if the loss, theft or damage:

- (a) has arisen as a result of Customer breach of a clause of this Hire Agreement;
- (b) has been caused by Customer negligent act or omission;
- (c) has arisen as a result of Customer use of the Equipment in violation of any laws;
- (d) has been caused by Customer failure to use the Equipment for its intended purpose or in accordance with Our instructions or the Manufacturer's instructions;
- (e) occurs to the Equipment whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- (f) has been caused by a lack of lubrication or a failure to properly service or maintain of Equipment;
- (g) has been caused by the overloading of the Equipment or any components thereof;
- (h) is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid, etc.

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