

DAMAGE WAIVER TERMS

Introduction:

SCF Group offers to Customers leasing Equipment the option to pay a fee to limit their liability for the cost of repairing any Repairable Damage (as defined below) occurring during the Lease.

The Damage Waiver is subject to the [SCF Group Lease Terms and Conditions](#) (Terms) and the following terms.

1. Definitions:

Capitalised terms have the meaning given in the Terms. In addition, the Damage Waiver Rate is the rate applicable to the Equipment leased by the Customer and set in the Schedule of Supply.

2. Electing to take the Damage Waiver

The Customer may, at the time of entering into a Schedule of Supply, elect to take the Damage Waiver.

3. Cost of the Damage Waiver

- a. The Damage Waiver is subject to payment of a fee calculated from the Damage Waiver Rate and set in the Schedule of Supply .
- b. The Damage Waiver fee will be invoiced with the Rental Charges and payable in accordance with clause 4 of the Terms;

4. How does the Damage Waiver apply?

- a. The Damage Waiver applies to Repairable Damage only (see exclusions in paragraph 5). The Customer will be liable for any non-Repairable Damage.
- b. The Damage Waiver limits the Customer's liability for the cost of repairing Repairable Damage to leased Equipment as follows. Where the repair costs of Repairable Damage:
 - i. are \$1,000.00 or less (ex. GST), the Customer pays nothing;
 - ii. exceed \$1,000.00 (ex. GST), the Customer pays the lesser of:
 1. 15% of the total repair costs; or
 2. \$500.00 (ex. GST).

For example:

A container is hired at a rate of \$20/ day and the Damage Waiver Rate for that type of container is \$3 and the container is returned with Repairable Damage for which the repair costs are \$1,500 (ex. GST), then the amount payable by the Customer will be 15% of \$1,500 (or \$225 + GST).

If the repair costs were \$7,000 then the amount payable by the Customer will be limited to \$500 +GST.

5. What is Repairable Damage?

Repairable Damage means damage which, in SCF's reasonable opinion, can be repaired but excludes:

- a. damage which is beyond repair in SCF Group's reasonable opinion;
- b. damage caused by misuse, deliberate or intentional abuse, overloading of the Equipment or lack of maintenance as required under the Lease;
- c. destruction, loss or theft of Equipment or of accessories within the Equipment (if any), such as (where relevant), fridge, microwave, chairs, table, desks or zip boiler;
- d. removal of animals, rubbish, graffiti or labels from the Equipment;
- e. wrongful modifications, additions, conversion of the Equipment (including screws or accessories) not approved by SCF Group;
- f. glass/ window breakage;
- g. damage caused by exposure to substances (including salt, paint, concrete/ cement, welding, cyanide, glues, solvent or acids);
- h. excess cleaning requirements;
- i. costs of recovery of the Equipment (including transport and access equipment such as hire crane or excavator);
- j. termite, rodent or other animal damage; and
- k. water damage (including flooding or surface water runoff).

For additional information please refer to the [SCF Damage Waiver - Information Document](#).