

Timech Hire — Damage Waiver Summary

Based on the Timech Hire Dry Hire Terms and Conditions v2.1 (July 2026). Summary dated 7 August 2026.

Read this first

This document is a plain-English summary only. It is **not** a legal representation of the Damage Waiver, it is **not** insurance, and it does not form part of your hire agreement. It adds nothing to, and takes nothing away from, the documents that actually govern the Damage Waiver:

- **Dry Hire Terms and Conditions** — timech.com.au/terms. The Damage Waiver is clause 9.2. Every clause number below refers to this document.
- **Your Hire Schedule** — which states the Damage Waiver Fee and the Reduced Excess that apply to your hire.
- **Timech Hire's insurance policy** — details available on request.

If anything in this summary differs from those documents, those documents apply. The lists below are deliberately comprehensive, but they are not exhaustive.

At a glance

	Without the Damage Waiver	With the Damage Waiver
Cost	Nil	10% of the total hire cost
Accidental damage to the Machine	Fully liable — full repair cost, or New Replacement Cost if beyond economical repair (cl. 8.1, 8.2, 9.3(a))	Capped at the Reduced Excess per occurrence, subject to the exclusions and conditions in sections 4–8 (cl. 9.2)
Attachments, tracks, tyres, glass, tools, accessories	Fully liable	Fully liable — not covered (cl. 9.2(c)(v))
Theft, loss or non-return	Fully liable — New Replacement Cost	Fully liable — not covered (cl. 9.2(c)(viii))
Injury, or damage to other people's property	Your liability (cl. 8.1(b), 9.4)	Your liability — not covered (cl. 9.2(c)(ix))
Your own insurance	Required (cl. 9.1)	Still required (cl. 9.1, 9.2(d)(i))

1. What the Damage Waiver is

The Damage Waiver is an optional add-on to your hire. It is off by default — you choose to add it when you book.

- **Fee:** 10% of the total hire cost, including delivery and any add-ons, calculated after everything else has been added to the booking. It appears on your Hire Schedule as the **Damage Waiver Fee**.
- **When it must be paid:** before the Start Date (cl. 9.2(a)).
- **What it does:** if you pay the fee, your liability for **accidental physical damage to the Equipment to which the Damage Waiver applies** is limited to the **Reduced Excess** stated on your Hire Schedule, per occurrence, instead of the full repair or replacement cost (cl. 9.2(a); definitions of *Damage Waiver* and *Reduced Excess*, cl. 20). In practice this means the Machine itself: Included Attachments, tracks, tyres, glass, tools and accessories are excluded (cl. 9.2(c)(v) — see section 5).
- **What it is:** a contractual reduction of your liability to Timech Hire. It is **not insurance** (cl. 9.2(d)(i)).

2. Without the Damage Waiver

If you do not take the Damage Waiver:

- You are fully liable for any loss of, or damage to, the Equipment during the Hire Term or while it is in your possession (cl. 8.1(a)).
- You must pay the cost of repair, or the **New Replacement Cost** where the Equipment is lost, stolen, destroyed or damaged beyond economical repair (cl. 8.2, 9.3(a)). New Replacement Cost means a new item of the same make

and model (or, if unavailable, a new item of equivalent quality, function and capacity), including delivery and any on-road or registration costs (cl. 20).

- Timech Hire may, at its discretion, claim on its own insurance for damage you caused or contributed to. If it does, you must pay the insurer's excess (cl. 9.1(g)) — and nothing in the Agreement limits Timech Hire's or its insurer's right to recover the rest from you (cl. 9.1(e)).
- Timech Hire's insurance does not cover you or your use of the Equipment. You are not a co-insured or beneficiary under it and must not rely on it (cl. 9.1(d), 9.1(e)).

3. The Reduced Excess

The **Reduced Excess** is the amount stated on your Hire Schedule. It is the maximum amount payable by you for each occurrence of accidental physical damage to the Equipment to which the Damage Waiver applies (cl. 20).

Timech Hire sets the Reduced Excess as a direct pass-through of the excess its insurer charges on the claim. The insurer's current figures are:

Situation	Excess
Standard — any machine	\$1,000 per occurrence
Tipping — a rigid-body tipper or tipping trailer whose tipping hoist is partly or fully extended at the time of the damage	An additional \$2,500 on top of the standard excess
Age / inexperience — the Equipment is on a public road and is operated or used by a person under 25, or by a person with less than two years' experience with the appropriate class of licence	An additional \$1,000 on top of the standard excess

Notes on the table:

- Operators under 21 are not permitted at all (cl. 4.3(a)(i)).
- Transporting, towing or relocating the Equipment from the Job Site needs Timech Hire's prior written approval (cl. 4.1(b)(i)) — and damage that occurs in transit is outside the Damage Waiver in any case (cl. 9.2(c)(vi), see section 5).
- These figures are current at the date of this summary and may change. Your Hire Schedule governs.

4. What the Damage Waiver covers

When it applies, the Damage Waiver limits your liability for **accidental physical damage** to the Equipment to which it applies — in practice, the Machine itself as listed on your Hire Schedule — to the Reduced Excess (cl. 9.2(a)). For reference, Timech Hire's insurer defines *Damage* as sudden and unexpected physical loss, damage or destruction.

It only applies if **all** of the following are true (cl. 9.2(b), 9.2(d)):

1. The damage was not caused or contributed to by any unlawful act or omission, including unlawful use of the Equipment.
2. The damage was not caused or contributed to by a breach of the hire agreement (see section 6 for what that includes).
3. Timech Hire's insurance policy covers that damage (see section 7 for what the insurer excludes).
4. You notify Timech Hire of the damage as soon as reasonably practicable and follow the incident steps in section 8.

5. What the Damage Waiver does not cover

Even if you have paid the Damage Waiver Fee, your liability is **not** reduced to the Reduced Excess in the following cases (cl. 9.2(c)). You remain fully liable under clauses 8 and 9.3.

Items that are never covered by the waiver (cl. 9.2(c)(v)):

- Included Attachments — for example buckets, rippers or any other attachment listed on your Hire Schedule
- Tools, accessories and parts
- Grease guns, hoses, electrical cords, lights, light globes and similar accessories
- Ground engaging tools (teeth, cutting edges, blades and the like)

- Tracks
- Tyres
- Glass

Events that are never covered by the waiver:

- Theft, loss, misappropriation or non-return of the Equipment (cl. 9.2(c)(viii)) — you are liable for the New Replacement Cost (cl. 8.2, 9.3(a))
- Damage that occurs while the Equipment is in transit, including during loading and unloading (cl. 9.2(c)(vi))
- Personal injury, death, or damage to any other person's property (cl. 9.2(c)(ix))
- Damage arising in circumstances where a claim has been made by or against a third party (cl. 9.2(c)(vii))

Causes that are never covered by the waiver:

- Failing to take reasonable care of the Equipment (cl. 9.2(c)(i))
- Illegal activity, misappropriation or wrongful conversion of the Equipment (cl. 9.2(c)(ii))
- Misuse, abuse, overloading, exceeding the rated capacity, or improper servicing or repairs (cl. 9.2(c)(iii))
- Exposure of the Equipment to corrosive substances, salt water or toxic materials (cl. 9.2(c)(iv))
- Any unlawful act or omission (cl. 9.2(b)(i))
- Any breach of the hire agreement (cl. 9.2(b)(i)) — see section 6

6. Breaches of the agreement that remove the waiver

The Damage Waiver does not apply to damage caused or contributed to by a breach of the hire agreement (cl. 9.2(b)(i)). The obligations most likely to matter are listed here. This list is not exhaustive — the full obligations are in clauses 3, 4, 5 and 7 of the Terms.

How the Equipment is used (cl. 4.1(a)) — it must only be used:

- On the Job Site stated in your Hire Schedule
- For the Purpose stated in your Hire Schedule
- In a proper and skilful manner, by people who are appropriately trained, licensed, certified and competent
- In accordance with the manufacturer's requirements, recommendations and instructional materials
- In accordance with any additional operating, safety or use requirements Timech Hire provides
- Within all operating limits — including slope, load, lifting and capacity limits
- In accordance with all applicable laws, rules and regulations

Things you must not do, or allow anyone else to do (cl. 4.1(b)):

- Transport, tow or relocate the Equipment from the Job Site, or take it out of Western Australia, without Timech Hire's written approval
- Tow trailered Equipment with an unsuitable or unroadworthy vehicle, or on unsealed roads
- Tow trailered Equipment if the driver does not hold a valid driver licence
- Use the Equipment for any dangerous or illegal purpose
- Carry passengers for payment, or use the Equipment for racing
- Alter the Equipment, including by unauthorised repair
- Operate the Equipment under the influence of alcohol or drugs
- Use the Equipment when it is damaged or unsafe
- Fit any accessory, equipment or device to the Machine (other than the Included Attachments) without Timech Hire's written consent
- Sub-hire the Equipment
- Use the Equipment to convey or tow any load
- Use the Equipment at an asbestos-affected or contaminated site without Timech Hire's written approval
- Disable, remove, interfere with or fail to use any rollover protection, seatbelt, guard, safety device or other protective feature
- Use the Equipment outside any operating or safety limits set by the manufacturer or Timech Hire

- Allow the Equipment to become contaminated with any hazardous substance (asbestos, chemicals, sewage, fuel spills and the like)

Looking after the Equipment (cl. 4.2, 4.4):

- Keep it locked when unattended, keep the keys under your control, and take reasonable steps to keep it safe, secure and protected from theft, damage and the elements
- Visually inspect it for damage, leaks, warning indicators or any unsafe condition before each use
- Do not service, maintain, tighten, lubricate, adjust or repair it unless Timech Hire has instructed you in writing (basic daily care on multi-day hires is allowed where instructed)
- Stop using it immediately and notify Timech Hire if it may need maintenance or repair
- Do not add fuel, fluids, lubricants or additives unless Timech Hire has directed or approved it — and if approved, use only products that meet the Machine's specifications. Damage caused by the wrong fuel, fluid, lubricant or additive is your responsibility

Who may operate it (cl. 4.3) — every operator must:

- Be at least 21 years old
- Be competent, and appropriately trained and experienced to operate the Equipment safely
- Hold any licence, ticket, certification or other qualification required by law
- Have received and understood the manuals, safety information, instructions and familiarisation materials Timech Hire provides
- Not be under the influence of alcohol or drugs

You are responsible for the acts and omissions of every person you allow to operate, use, transport, tow, handle or possess the Equipment, as if they were your own (cl. 4.3(c)).

Before excavating (cl. 3(c)): obtain current underground service information for the Job Site through Before You Dig Australia (byda.com.au or 1100), positively locate all services in the work area, and plan the work to avoid them.

7. Insurer exclusions the waiver cannot reach

The Damage Waiver only applies where Timech Hire's insurance policy covers the damage (cl. 9.2(b)(ii)). That policy has its own exclusions. Where the insurer will not pay, the Damage Waiver does not reduce your liability, even if none of the exclusions in section 5 apply.

The exclusions most likely to be relevant to a hirer are listed here. This list is not exhaustive; policy details are available on request.

Types of damage the insurer excludes:

- Scratching or chipping of painted or polished surfaces
- Corrosion, rusting, erosion, gradual deterioration, wear and tear, or fatigue
- Lack of lubricant, lack of coolant, incorrect lubricant or incorrect coolant
- Electrical failure
- Machinery breakdown — the breaking, seizing, deformation or burning out of any part while in use, arising from a mechanical, electrical or electronic defect
- Damage to tyres caused by bursting, cutting, wearing or the application of brakes
- Damage to batteries caused by a defect in the battery, unconnected with other damage
- Damage to bits, drills, knives, discs, cutting edges, blades, belts, bands and any other parts that require regular periodic replacement
- Damage caused by the solidification or hardening of concrete or similar products
- Damage to safety devices caused by the operation of those devices

For the wear-and-tear, lubricant/coolant and electrical-failure items above, the insurer may still cover damage that *follows* from such a condition where the condition was not known and could not reasonably have been detected beforehand.

Circumstances in which the insurer excludes cover:

- The machine was being used in an unsafe or unroadworthy condition
- The machine was being operated by someone not appropriately authorised, qualified, licensed or trained

- The operator was under the influence of drugs or alcohol, or over the legal limit
- The machine was being used for an unlawful purpose
- The damage was caused intentionally, or with reckless disregard of the risk
- The machine was being used as a crane or lifting device in breach of statutory requirements, beyond its safe working load, or against the manufacturer's guidelines
- The machine was being used underground (other than in an open pit, under a completed support structure, or travelling through a road tunnel)
- The damage arose from tests or trials imposing abnormal conditions on the machine
- Standard general exclusions — asbestos, silica and mixed dust; communicable disease; cyber; war; terrorism; nuclear

8. What you must do if something happens

The Damage Waiver **will not apply** unless you notify Timech Hire of the damage as soon as reasonably practicable and comply with clause 9.3 (cl. 9.2(d)(ii)). In summary, if the Equipment is damaged, lost, stolen, or involved in an accident or any damage to someone else's property:

1. **Stop using it** if it is damaged, faulty or unsafe, and take all steps necessary to prevent injury or further damage (cl. 4.1(b)(viii), 7(a)).
2. **Report it to Timech Hire in writing within one Business Day** (cl. 9.3(b)(ii)).
3. **If it was stolen, lost or maliciously damaged, report it to the police within 48 hours** and give Timech Hire the police report number. Report to the police in any other case where the law requires it (cl. 9.3(b)(i)).
4. **Do not repair or attempt to repair it** without Timech Hire's written consent (cl. 4.1(b)(vi), 7(a)(v)).
5. **Do not make any offer, promise of payment, settlement, waiver, release or admission of liability** to anyone in relation to the incident without Timech Hire's prior written consent, except as required by law (cl. 9.3(b)(iv)).
6. **Pay the applicable insurance excess** and any uninsured reasonable costs Timech Hire incurs, subject to the Damage Waiver (cl. 9.3(b)(iii)).
7. **Assist Timech Hire and its insurer** — provide authority, statements, information and assistance when requested, including attending a lawyer's office or court to give evidence if required (cl. 9.3(b)(v), (vi)).
8. **Follow Timech Hire's directions** on collection or return of the Equipment (cl. 7(a)(vi)).

You must also not do, or allow, anything that could invalidate Timech Hire's insurance, make it liable to cancellation, or increase Timech Hire's premiums (cl. 9.1(f)).

At delivery: inspect the Equipment and notify Timech Hire of any defect, damage or missing item within 2 hours of delivery. If you do not, the Equipment is taken to have been received in good order and condition as recorded at handover. This does not affect your rights in respect of latent defects or under the Australian Consumer Law (cl. 5.1(f)).

9. What you are not liable for

Fair Wear and Tear. You are not liable for Fair Wear and Tear — gradual and even deterioration resulting from proper use of the Equipment in accordance with the Agreement (cl. 5.2(b)(i), 8.2, cl. 20). Fair Wear and Tear does **not** include accidental or abnormal damage, including cuts, punctures, gouges or chunking to tyres or tracks.

Equipment faults. If the Equipment breaks down because of a fault in the Equipment that you did not cause or contribute to, Timech Hire may repair it, provide replacement Equipment where reasonably available, provide a credit, or provide a pro-rata refund of Fees for the period the breakdown persisted (cl. 7(b)(i)). Your rights under the Australian Consumer Law are not limited (cl. 7(c), 15.2(c)).

Where to find the full terms

Topic	Dry Hire Terms and Conditions
Damage Waiver	Clause 9.2

Topic	Dry Hire Terms and Conditions
Definitions — Damage Waiver, Damage Waiver Fee, Reduced Excess, Equipment, Fair Wear and Tear, New Replacement Cost	Clause 20
Your liability for loss and damage	Clauses 8.1, 8.2, 9.3(a)
Insurance	Clause 9.1
Incident reporting and your obligations	Clause 9.3
Equipment use, prohibitions, maintenance and operators	Clauses 4.1, 4.2, 4.3, 4.4
Faulty equipment and breakdowns	Clause 7
Delivery inspection	Clause 5.1(f)

Full terms: timech.com.au/terms

Timech Hire's insurance policy details: available on request.

This summary is provided for convenience only. It is not a legal representation of the Damage Waiver and does not vary the Dry Hire Terms and Conditions, your Hire Schedule, or Timech Hire's insurance policy in any way.