

Damage Waiver Plan Terms & Conditions

General

1. These Damage Waiver Plan terms and conditions (the Terms and Conditions) should be read in conjunction with Mobile's Mini Terms and Conditions of Hire, which are provided with the contract quotation between the Hirer and Mobile Mini (the Quotation).
2. These Terms and Conditions apply when the Damage Waiver Plan (the Plan) has been purchased by you (the Hirer) from Mobile Mini UK LTD (Mobile Mini) and shall apply throughout the entire period the Plan is in force.
3. The Plan provides a cover for storage unit(s) and/or accommodation unit(s) (excluding welfare & mobile welfare units) (the Unit(s)) only.
4. Subject to the Plan being agreed to apply prior to Mobile Mini accepting the Hirer's hiring of the Unit(s), or following a documented inspection of the Unit(s) by an authorised employee of Mobile Mini, the Plan will come into force on the date of the contract hire agreement between the Hirer and Mobile Mini for the hire of the Unit(s) (the Hire Agreement) and will continue for the duration of the Hire Agreement, unless terminated earlier in accordance with clauses 17, 18 or 19.
5. The Hirer is required to pay an additional monthly payment for the Plan and as provided for in the Quotation. In consideration for payment, Mobile Mini provide a waiver to cover the losses and/or damages to the Unit(s) hired by the Hirer, and whilst in the Hirer's possession, in accordance with and subject to these Terms and Conditions and following payment of the excess as set out in clause 9.

Cover under the Plan

6. Once the Plan is in place (and in accordance with clause 4), the Hirer is covered under the following circumstances:
 - a. damage to the Unit(s) due to a break in or attempted break in by a third party;
 - b. theft of the Unit(s) by a third party;
 - c. fire or flooding caused by an act of God;
 - d. accidental damage in line with Mobile Mini's Wear and Tear, Damage Guidelines which are attached to these Terms and Conditions (the Damage Guidelines); and
 - e. loss of keys.
7. The Plan does not cover the Hirer under, but without limitation, the following circumstances:
 - a. any costs, claims, damages, hire charges or expenses incurred by the Hirer arising out of any tortious act or omission or breach of contract or statutory duty calculated by reference to profits, income, production accrual's, or by reference to accrual of such costs, claims, damages, hire charges or expenses on a time basis;
 - b. any loss or damage occurring as a result of the Hirer's reckless, careless or negligent use of the Unit(s), in Mobile Mini's reasonable opinion and in line with the Damage Guidelines;
 - c. any loss or damage occurring as a result of the Hirer's failure to provide reasonable security and protection for the Unit(s), in Mobile Mini's reasonable opinion;
 - d. any loss or damage caused to the Unit(s) as a result of an act, including but not limiting to criminal acts, by the Hirer or the Hirer's employees;
 - e. any loss or damage howsoever caused to the Unit(s) exterior or interior paintwork (including but not limiting to graffiti and vandalism);
 - f. any loss or damage caused by or a presence of any vermin infestation;

- g. any loss or damage caused to any property located adjacent to the Unit(s);
 - h. any loss or damage howsoever caused to the Hirer's, Hirer's employees or any third parties' property or goods;
 - i. any loss or damage howsoever caused to any accessories or additional features, or equipment supplied with the Units(s) (such as water bowers, generators or any equipment hired by Mobile Mini from a third party on the Hirer's behalf).
8. These Terms and Conditions do not exclude the Hirer's liability for death or personal injury of any person employed by or associated with the Hirer, or any third party, arising from the actions, whether direct or indirect, of the Hirer or the Hirer's employees.

Excess

9. Where an event set out in clause 6 applies and has been accepted by Mobile Mini, the Hirer must first pay to Mobile Mini per claim, an excess per unit of:
- a. £75 if the Unit(s) are/is a storage unit(s); and
 - b. £200 if the Unit(s) are/is an accommodation unit(s) (excluding welfare & mobile welfare units).

Hirer's Responsibilities

10. The Hirer must take all reasonable steps, in Mobile Mini's reasonable opinion, to limit any loss or damage however caused to the Unit(s) in their possession.
11. The Hirer must provide reasonable security and protection in Mobile Mini's reasonable opinion, for the Unit(s).
12. In the event of theft or damage caused to the Unit(s) by a third party, the Hirer must obtain a crime number and/or police report from the Police, at Mobile Mini's discretion, and provide Mobile Mini with the details immediately upon receipt.
13. The Hirer must notify Mobile Mini of any event set out in clause 6, including any loss or damage caused to the Unit(s), within 24 (twenty-four) hours of becoming aware of the event occurring, and with a crime number and/or police report where appropriate, in writing.

Ownership

14. At all times the Unit(s) are of the ownership of Mobile Mini and these Terms and Conditions do not create any rights whatsoever of ownership to the Hirer of the Unit(s) or any accessories, additional features, or equipment supplied with the Unit(s).

Limitation of Liability

15. Mobile Mini's liability for loss of any nature and howsoever caused shall be limited to and shall in no circumstances exceed the cost of the Unit(s).
16. For the avoidance of doubt, Mobile Mini will not be liable for any loss or damage caused to the Unit(s) by the Hirer, their employees or third party, except in accordance with clause 6.

Termination

17. Mobile Mini reserve the right to terminate the Plan and recover any and all costs of replacing, reinstatement or repair of the Unit(s) including any direct or indirect losses incurred by Mobile Mini from the Hirer if:
 - a. the Hirer defaults on any payments due to Mobile Mini, including but not limited to payment for the hire of the Unit(s);
 - b. the Hirer, their employees or any third party carries out any alterations or modifications to the Unit(s); or
 - c. the Hirer fails to notify Mobile Mini of any event set out in clause 6, including loss or damage to the Unit(s), within 24 (twenty-four) hours of becoming aware of the event occurring.
18. Mobile Mini reserves the right to withdraw the Plan, either in its entirety or in relation to any individual Unit(s), at any time and for any reason, upon giving the Hirer 7 days' notice.
19. The Hirer can request to terminate the Plan in writing to Mobile Mini and the Plan will terminate upon Mobile Mini's receipt of the Hirer's written request.
20. In the event of early termination in accordance with clause 19, Mobile Mini will not be required to refund the Customer any fees (including any pre-paid fees) following such termination.
21. In no event will termination of the Plan relieve the Hirer of its obligation to pay the additional monthly payments due under the Plan within the period of being in force, to Mobile Mini.

Severance

22. If any provision of these Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms and Conditions shall not be affected.
23. If any provision of these Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

Third Party Rights

24. A person who is not a party to the Plan shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions.

Governing Law and Jurisdiction

25. These Terms and Conditions and any dispute or claim arising out of, or in connection with them, their subject matter or formation shall be governed by, and construed in accordance with the laws of England and Wales.
26. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with the Plan.