

PLS Group UK general terms of hire

Parties involved:

- 1 It is understood that **PLS Group UK** is the owner of the machine to be hired out.
- 2 It is understood that '**hirer**' (to be specified in the signed agreement) is the '**customer**' hiring the machine and bound to the following '**general terms of hire**'.

General terms of hire agreement:

1. By hiring a machine from **PLS Group UK** you, the '**hirer**' and '**customer**', are bound to the terms and conditions of this agreement.
2. **PLS Group UK** reserve the right to add any additional conditions prior to the **hirer** entering into the hire agreement of which will be highlighted in the **hirer's** signed hire document agreement.
3. It is the **hirer's** full responsible for the safety of the machine once signed for and in their possession.
4. It is the **hirers** responsibility to ensure that the correct Safety (PPE) Equipment is worn at all given times whilst using the chipper.
5. In Order To provide a reliable service, **PLS Group UK's** machines are serviced and maintained on a regular basis. In the unlikely event of a breakdown, warning lights appear, fuel or hydraulic leaks occur during the hire period, it is the **hirer's** responsibility to contact **PLS Group UK** immediately. **DO NOT USE** until the fault/problem has been diagnosed through contact with **PLS Group UK** . You must contact **PLS Group UK Ltd** to begin diagnosis of the fault. The **hirer** will act under the in instruction of **PLS Group UK** . In the event that the fault or problem cannot be diagnosed by phone call, **PLS Group UK** will send a qualified fitter directly to you as soon as possible to try and resolve the fault/problem in the field. The **hirer** will not be liable for any downtime. However, liability of downtime will be applicable if it is shown to be a fault/problem caused by negligence through lack of maintenance or incorrect operation of the machine by **hirer**.
6. All hired machines will have a full tank of fuel upon delivery, the **hirer** is responsible for ensuring all machinery is refuelled prior to collection, the **hirer** will be charged per litre if not refuelled once collected.
7. In the case of chipper hire, blades will have been fully sharpened prior to arriving on site. Spare blades and tools will be provided for changing in situ by **PLS Group UK** and only undertaken by the **hirer's** operatives who have the necessary knowledge, experience and competence of blade changing for the type of chipper hired. This **hirer's** competence with this will be established at the point of hire. Fair wear and tear on blades/ sharpening will not be chargeable however damaged blades caused by foreign objects being fed into the chipper will be chargeable to the hirer at the cost of blades specific to the machine hired.
8. Whilst the chipper is in the possession of the **hirer** during the hire period, and or any extended period resulting from early delivery or late collection the **hirer** accepts all risks for personal injury, public liability, personal liability and or damage to property related to the use of the chipper.
9. With machine hire only, the **hirer MUST** have adequate hired in plant insurance cover and present a copy before entering into a hire agreement with **PLS Group UK**. Whilst the machine is in the **hirers** possession, in the event of loss, (Theft) or damage has been caused by negligence, user error including any form of vandalism, any parts including keys and any other accessories are broken or missing, any significant scratches and or dents then the **hirer**

will be fully liable for all costs, claims including Excess and Labour charges, all repairs, recovery and or replacement to the value of the **machine**.

10. Machines operating in the arboricultural, forestry and landscape sectors operate in a hostile working environment. Fair wear and tear (such as scuffs in the feed hopper of a chipper) will not be seen as indiscriminate damage (within reason) at the discretion of **PLS Group UK**. Extra care should be taken when feeding chippers with a grab or crane.
11. Machines can be supplied with or without a trailer for transportation. Where a trailer is supplied (at additional cost) the same conditions regarding damage will apply as detailed in section 10. In addition trailers should be subject to a pre use check every day focussing on tyres, electrics and all safety features present on the trailer. The **hirer** must inform **PLS Group UK** of any damage to the trailer as soon as possible.

Machine operation – general

1. The **hirer's** operators must adhere and understand in full all manufacturer instructions and or manuals before operating any hired machine.
2. Pre start checks will be carried out each morning as per manufacturer's instructions. Any faults/damage found to have occurred due to lack of pre start checks will be deemed as negligence on the part of the **hirer**. Any repair costs occurring due to this will be the liability of the **hirer**.
3. It is the **hirer's** responsibility to ensure that all their operatives are suitably trained, experienced and qualified to operate the hired in machine safely. Any accident arising through operator error will be the responsibility of the **hirer**.
4. **PLS Group UK** will provide an operational induction for the machine prior to the **hirer** using the machine. This will highlight both the method of operation and safety feature of the machine.
5. In the case of chipper hire, clean (free from soil, metal, concrete and other abrasive debris) brush and timber are the only materials that are to be fed into the chipper, with a diameter limited to the chipper feed throat capacity. In addition to this, brush piles should be checked prior to feeding into the machine for presence of any foreign debris.

End of hire

1. **PLS Group UK's** machines are hired out in a fully operational, clean and presentable manner. It is expect our equipment to be treated with due care and attention and ask that it is returned to us in a similar state you received it.
2. If, at the end of the hire agreement and on return of the machine we deem that no effort has been made to take care of it while in **hirers** possession, **PLS Group UK** will charge the **hirer** for any repairs/cleaning required at reasonable cost. This does not include reasonable residue build up from normal working operations within the capabilities of the machine.