



Your Rights and Responsibilities

This document will explain what we expect from yourself, your rights, how we store and process your personal information and why, also contains a non obligatory cancellation form and a copy of our terms and conditions of business – we use Contractors Plant Association terms and conditions, most hire companies will use Contractors Plant Association or Hire Association Europe terms.

Your Responsibilities

Theft

It is your responsibility and liability to keep the machine you have hired safe. If lost, then you will be charged for the loss.

All our diggers except for the Micro Digger are fitted with a Thatcham 1 Approved immobilisation system, this isolates the electric, fuel and hydraulic systems.

If the machine is less than 12 months old, you will have to pay the replacement cost of a machine. If it is more than 12 months old this will be the cost of a likewise replacement on the open market. There is also a continued hire charge until the capital amount is replaced.

We recommend that you store the machines out of sight, that digger buckets and breakers trapped by the digger arm and that whenever possible that dumpers and rollers are blocked in with diggers or other vehicles fitted with an immobiliser.

Insurance

Insurance is not compulsory, but we recommend that you assess the risk and your obligation to meet the liability of the machine's that you hire going missing or if the machine is badly damaged.

Many of our machines come fitted with an immobiliser and anti-theft key – this has dramatically cut down on theft. We are also able to provide JCB HIREMAX insurance at a cost of 20% of the hire charge (excluding VAT and transport) plus 12% Insurance Premium Tax. If you would like to take out insurance, please let us know.

Damage

Sometimes accidents happen, machines can get damaged – we try our best to keep the cost of repairs to a minimum, often charging the replacement cost of the parts required (our purchase invoices are available upon request) and a labour charge of £40 + VAT per hour.

Fuel

Any fuel that you use and do not replace will be charged at £2 per litre plus 20% VAT. You can top it up with white diesel from a Petrol Station. But please ensure that the diesel is clean and free of any water.

Buckets

We will send a selection of buckets out with the machine, typically a grading bucket, a large digging bucket and a small digging bucket. If you would like any particular buckets or to specify buckets with or without teeth, then please let us know when placing your order.

Please ensure that all buckets are stacked neatly in the grading bucket for collection, any time spent fetching buckets from around your site will be charged for, as will any time spent changing the bucket do the large grading bucket.

Please ensure that the brass lynch pins that secure the bucket pins remain in place if these are lost when digging please ask us for replacement lynch pins or use a nut and bolt or a bent nail to secure the bucket pins in place. If you do not secure the bucket pins in place the bucket pins may travel and cause damage to the bucket pins and the bucket linkage of the digger.

Cleaning

Please ensure the machine is in a clean condition for collection, do your best to get the clumps of mud off the machine that be there from use. If you try to do this then we will be happy, if you do not at least try to get the mud off the machine then we will charge you a cleaning/mud disposal charge as it takes us a lot longer than normal to clean the machine and we also have to dispose of the mud.

Dumpers

Please ensure that dumper skips are empty for collection, if they are not empty then we will empty them on your site.

Keys

All keys should be returned to us at the end of the hire, if you are not going to be present upon collection then please hide the keys somewhere and let us know where. We carry spares for some of the machines, but we do not carry spare keys for any Digger with an immobiliser. Please look after the keys as the immobiliser keys are £65 + VAT to replace.

Waiting Time

The day before the hire commences, we will give you a rough time frame of when we are likely to drop your machine off. Please be there and ready for our delivery as we often run to a very tight schedule and any delay can cause significant problems that cascade through every delivery and collection for that day. If we do have to wait for you to attend site and sign the paperwork, we will charge a waiting charge of £40 + VAT for 3.5 Ton vehicles and £60 + VAT for HGV's.

Weekend Hires

Weekend hires are Saturday and Sunday. If hiring over a weekend the plant will need to be either collected or returned to us no later than 09.00 on the Monday. If plant is not returned or we are unable to collect the hirer will be charged as per pricing structure for the additional days.

Concrete or Tarmac

If you use a dumper to pour concrete or tarmac, then please wash the concrete or tarmac out whilst it is still wet or warm. This is a lot easier whilst the concrete or tarmac is fresh and again if you do not you will be charged a cleaning charge.

Breakdowns

All breakdowns must be reported immediately to us by calling us or if they occur at the weekend when we are not working, they should be emailed to us or a voicemail left on our phone system. We respond as soon as possible to breakdowns and any breakdowns found not to be the customers liability will have additional time added to the hire.

Hire Process

The Hire Process entails you placing the order, emailing us their identification, and providing over the phone their card details. The payment for the hire is processed the business day before the hire is due for delivery. Usually, the day before the requested hire period is complete, we will call you to ask if you would like to have the machine collected or if you wish to extend the hire. If we do not do this for some reason, then please call us. Please remember that it is your liability to let us know when you are finished with the machine – do not rely upon our courtesy call.

If you do not wish to keep the machine any longer, we will collect the machine, it is your responsibility to ensure there is sufficient access for our vehicles and that the machine is accessible. If there is not sufficient access and nor is the machine accessible for some reason, then you will be charged a failed collection charge and the machine will remain on hire. Our drivers will not take any machine over any boards that are spanning a trench. If this is the case then we will call our drivers back, charge a failed collection charge and the machine will remain on hire.

Our driver when collecting will fill out a collection note detailing any fuel used and any damage, he will then ask you to sign the collection note. You are welcome to add any comments you wish to this collection note. If you are not present when we collect the machine our driver will fill out the collection note and do their best to put your copy in a safe place for you.

Once the machine is back at our depot it will again be checked by our yard staff whilst the machine is serviced, damage that was missed by the collection driver may be spotted and charged for.

The Hire Contract will then be off hired, and the final hire invoice generated, your card will then be charged for the outstanding balance and the invoice posted to you.

Starting Machines

To start Dumpers and Rollers ensure the seatbelt is engaged and that all levers are in the neutral position. Turn the key to engage the glow plugs and wait until you hear the click from the relay, then turn the key to start the machine.

To start a Digger the left-hand safety lever must be up to start and then down to operate the digger, please also ensure that you are wearing your seatbelt, also ensure that the red stop button by the key is pushed down to start. Turn the key to position one, wait a while for the glow plugs to heat the engine and then turn the key the rest of the way to start the machine.

When turning a Digger off please use the key and do not use the red stop button, this will prevent confusion when you come to restart the machine.

Expanding Tracks

Some diggers come with a track base that expands, it is always recommended to use the tracks at the maximum width to ensure a stable track base from which to operate. To expand the tracks on a Micro Digger the black lever located by the operator's feet should be pulled up and then the lever that previously operated the dozer blade will then operate the action to move the tracks in and out. To expand the tracks on a Takeuchi Mini Digger, lift the lever that is behind the operators right rear foot and the lever that operated the dozer blade will now operate the action to move the tracks in and out.

Turning a Digger

It is best practice to turn a digger gently, by pushing forward on one tracker lever fully and pushing forward slightly on the other track lever. This prevents the premature wearing of the tracks and will also help prevent a track coming off. If you can help it do not turn the machine on the spot by pulling one track lever back and pushing one track lever forward – this is the fastest way to turn however it causes excess wear on the tracks and it is also the fastest way to push a track off. If you push a track off, then you will be charged to refit it.

Breakers

We send out breakers already connected to the digger, if you wish to remove the breaker, please ensure that you depressurise the breaker circuit by turning the digger key to position one – but not starting the machine and then rock the breaker pedal on the left-hand side of digger several times. The breaker switch on 3 ton and above machines will be mounted on a switch on the joystick levers.

If you do not do this, then when you come to fit the breaker the next time you wish to use it you will not be able to do so as the breaker circuit will be pressured and that will require the breaker pipe couplings to be cracked off with a spanner to release the pressure.

When using breakers hard please ensure that you break out for a few minutes and then allow the breaker a few minutes rest to prevent overheating. If this is not done, then you will damage the breaker which is chargeable. Breakers should also be given an hour's rest after every two hours of working.

Batteries

Please ensure that when you turn off the ignition key to any machine that it is fully off and to the left. Some machines, just like cars – have lights that will operate when the key is in position one but when the machine is not running. If the lights are left on this will flatten the battery and will result in a chargeable breakdown call out.

Things to Remember

Be careful working under trees and car ports – beacons are easily knocked off and cost £38 + VAT each to replace.

If you lower the roll over cage on a Micro Digger, be careful to not lose the securing pins, the securing pins are load tested to take the weight of the Micro Digger and cost £25 + VAT each to replace.

The roll over cage on a Mini Digger cannot be removed without prior approval by Dirty Money Ltd. If you do you will be charged for reconnecting beacon wires and checking that the ROPS frame has been refitted in a safe manner.

Always wear your seatbelt on Machines and Dumpers – a green light seatbelt system is fitted.

1 Ton High Lift Dumpers and Tracked Dumpers should not be moved with the skip in the air, either full or empty. If you do this, then you **will** roll the machine.

Help I have rolled a machine over

Your hands firmly on the steering wheel and hold on tight. Providing that you are wearing your seatbelt and keep your hands tucked in the ROPS frame will protect you and stop the machine from rolling onto you. Do not put your hands out to try and stop the machine hitting the ground. It won't work. Then please immediately turn the machine off and call us and we will dispatch fitters to check the machine over and right the machine.

Help I have dug myself into a hole

It is normally best to dig a hole with the digger on the outside of the hole, fill the hole back in and start again.

Help the machine is the other side of the trench

We will under no circumstances take a machine over a trench. Nor do we advise that you do so. It is best to fill the trench in and dig from the side that the machine needs to be extracted from.

Help how do I change a digger bucket?

Solid Pins

Ensure the dipper arm is vertical and the bucket close to the ground, turn the machine off. Remove the brass lynch pins, slide out the upper most bucket pin, if needs be use a screw driver as leverage or a bar and hammer to gently tap them from the side without grease nipples. Then do the same with the bottom pin. Line up the bucket and reverse the process, lift the bucket up and fit the remaining pin. Ensure all brass lynch pins are put into place to secure the bucket.

Manual Quick Hitch, Semi Quick Hitch and Automatic Quick Hitches

We stock a variety of Manual, Semi and Automatic Quick Hitches, as such the instructions on how to change buckets are located in the cab of the digger.

Trenches

If you are digging a trench, remember to keep the machine the exit side of the trench and ensure you dig with the machine positioned away from the trench.

Privacy Policy

We respect your privacy and personal information greatly.

We ask you to provide identification, this is stored on our system indefinitely so that we can prove you are who you say you are to meet our obligations to our insurance company. We keep your identification indefinitely so that the next time you wish to hire something you do not need to send us your identification. If you do not want us to store your identification indefinitely then please let us know and we will delete it once the hire contract is complete.

We also ask you to provide card details for payment, we keep these for the duration of the hire contract and until any outstanding balance is paid in full. All payments are strictly by card only. We also store your name, invoice address, contact number and email address indefinitely, this is so that

we can comply with our obligations to HMRC and to comply with regulations concerning the sale of diesel.

We also record all phone calls for training purposes, fraud prevention, provide evidence of a business transaction, to ensure we comply with regulatory procedures, to see that quality standards are being met and for the purpose of preventing or detecting crime. We also occasionally need to take pictures of your working site or the machinery whilst on your site, and sometimes of yourself when we deliver equipment. You give us express permission to do so and to store these pictures.

Under data protection legislation, you have the following rights:

- a right of access to the personal data that we hold about you are including the right to ask us to provide a copy of any of it (for which there may be a nominal fee)
- the right to ask for your personal data to be destroyed (though not the automatic right to have it destroyed)
- the right to object to the processing of your personal data
- the right to withdraw your consent for the processing of personal data you have previously consented to
- the right to complain to the Information Commissioner

In addition, for your protection, we must abide by the data protection principles which are

- to process your personal data lawfully, fairly and in a manner that is transparent to you
- your personal data must be collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes
- your personal data must be adequate, relevant, and limited to that which is necessary in relation to the purposes for which it is processed
- the personal data must be accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased, or rectified without delay
- personal data must be kept in a form which permits identification of you for no longer than is necessary for the purposes for which the personal data is processed
- personal data must be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures

Third Parties

We do not sell your personal information to any third parties; we may however pass your information to the following for processing.

Our Accountant, HMRC, The Police, Top Service Debt Collection Agency, Our Solicitors and The Courts.

We do this under for a variety of reasons to meet our legal obligations and legitimate interests, by using our services you agree and consent to us storing, processing, and sharing your data with the

listed parties. Your personal information may also be used when compiling internal fleet utilisation reports that will only be seen internally by Dirty Money staff.

Your right to be forgotten

If you would like us to remove any personal information then please ask us, we will remove all of the personal information that we can that we do not have to keep fulfilling our legal obligations. In many cases this will be identification, delivery addresses, emails, email addresses and contact numbers.

Complaints

If you are not happy for some reason with our service, then please email your complaint to complaints@dirtymoney.uk and we will look into the issue and do our best to rectify your complaint.

Your Right to Cancel

You have the right to cancel this Contract without giving any reason within 14 days of the day following the date on which you receive the goods.

To exercise the right to cancel, you must inform us by emailing us on sales@dirtymoney.uk of your decision to cancel this Contract or by sending a clear statement (e.g., a letter sent by post or e-mail). We will also accept cancellations over the phone.

You may use the attached model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this Contract, we will reimburse to you all payments received from you.

We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you. Please note that if you wish to return unwanted goods that have been delivered a charge will apply. This will be a charge for the hire period that you have had the goods as well as the delivery and collection fee.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees because of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation of this contract, in comparison with the full coverage of the contract. e.g., the delivery charge, an amount for the period of time that you have hired the equipment until cancellation and the collection charge and fuel used charged.

Cancellation Form

To: Dirty Money Limited, Unit 3, New Road, New Inn, Pontypool, Torfaen, NP4 0TL

01633 526001 ; email sales@dirtymoney.uk

We hereby give notice that we cancel our contract [*of sale of the following goods / *for the supply of the following service] and accept that Dirty Money Limited may withhold part or all of the due refund in order to pay for services already provided until the point of cancellation.

[*] Delete as appropriate.

Name of Consumer(s):
Address of Consumers(s):
Contract Number:
Ordered On:
Received On:
Signature:
Date