

# Terms & Conditions of Hire



These Terms and Conditions are the standard terms of hire from PMG Services (Bristol) Ltd, A company registered in England and Wales under company number 04775580 whose registered office is Woodlands Grange Woodlands Lane, Bradley Stoke, Bristol, BS32 4JY.

## 1. DEFINITIONS

1.1. In these Terms and Conditions (Hire Agreement) the following definitions apply:

“Operator”	means the operator provided by PMG Services (Bristol) Ltd and PMG Environmental Ltd to you with the Plant and Equipment to operate the Plant and Equipment.
“Outstanding Balance”	means all amounts payable under this Agreement less the amount paid.
‘Plant and Equipment’	means the plant and equipment hired to you by us, including any substitutions, replacements and additions made in accordance with the terms of this Agreement and any manuals, accessories or other items supplied with the Plant and Equipment.
"Hire Charge"	means all the charges, operator costs, Waiver Fee and other fees (as applicable) charged to you by us in respect of the hire of the Plant and Equipment.
'Parties'	means You and Us, and 'Party' shall mean either one of us
‘Period of Hire’	Is the period between the delivery and the return of the Equipment, as agreed, and documented, in the Quote.
“Quote”	means our letter or other communication to You setting out the details of the Equipment to be hired, the hire period and the Hire Charges and other particulars
“Site”	means the location where the Plant, Equipment and Operator is intended to be used.
“Us/We/Our”	means the owner of the Plant and Equipment, PMG Services (Bristol) Ltd and PMG Environmental Ltd, its successors, its employees and agents, and any business or other person to whom the owner transfers (by absolute assignment, by way of novation or by way of security) any or all of its rights or its rights and responsibilities (whether legal or equitable) under the Agreement.
“Waiver Fee”	means the fee to be paid by you in accordance with clause 8.2, if applicable.
“Writing”	includes electronic mail, facsimile transmission, and comparable means of communication.
“You/Your”	means the hirer (or hirers) of the Plant, Equipment and Operator.

## **2. THE AGREEMENT**

- 2.1. Any quotation given by us shall not constitute an offer and is only valid for a period of 30 days from its date of issue
- 2.2. These terms & conditions and any quotation provide by us constitute the entire contract between you and us.
- 2.3. An agreement between the parties will not be formed (start date) until we have confirmed your booking and receipt of any advance payment requested.
- 2.4. Any illustrations, descriptions, imagery either displayed on our website, in marketing materials (both offline and online), price lists or other are intended merely to present a general idea of works and services provided by us. No part of these shall form part of any contract.
- 2.5. These terms & conditions apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

## **3. NON-BUSINESS HIRE**

- 3.1. The plant, equipment and operator is hired to you on the basis that it is used only for private or non-commercial use. You must not use the plant and equipment for commercial purposes unless a specific sub-contract agreement is in place.

## **4. HIRE PERIODS**

- 4.1. All plant and equipment must be made available for collection at or before the time agreed. For each day or part day it remains outstanding you will be charged the daily hire rate for each outstanding item, or the total of consequential losses attributable to its late return.
- 4.2. Should any extension to the hire be required you must apply to us before the end of the agree period of hire for such an extension. We are not obliged to extend the hire period.
- 4.3. All equipment remains our property throughout the hire period and we reserve the right to inspect the equipment at any time during the hire period that we deem appropriate.
- 4.4. We are entitled to remove any equipment which we believe is in danger of causing injury to any person(s) or may become damaged due to misuse.

## **5. MINIMUM HIRE**

- 5.1. Minimum 4hrs outside of Bristol City including travel (unless otherwise quoted)
- 5.2. Minimum charge for sweeper waste is 1T
- 5.3. Minimum charge for tanker waste is 4.5T

## **6. DELIVERY AND COLLECTION**

- 6.1. Unless agreed otherwise, we will deliver the Plant and Equipment to the Site and collect it from the Site under the care of our Operator. The cost of delivery and collection will be notified to you prior to the period of hire.
- 6.2. We will give you an estimated time for the arrival of the Plant and Equipment on Site. We will make best endeavours to arrive promptly, but we cannot guarantee the arrival time. You should let us know in writing if there is a particular reason why timing is important.
- 6.3. Travel time is determined from the PMG Operating Depot.

## **7. PAYMENT**

- 7.1. The Plant and Equipment will ordinarily be hired by the hour. Arrangements can be made for day, for the weekend, by the working week, by the week or by the month, by previous

arrangement. The typical hire times will be between 0600 and 1800 Monday to Friday. Times outside of this can be arranged but may be subject to premium hire rate, which will be communicated to you at the time of booking.

- 7.2. The Hire Charges will be charged and based on the length of time for which you require the Plant and Equipment and the Operator. If you agreed to take the Plant and Equipment for a minimum or a fixed period, you must pay the Hire Charges applicable for the whole of the minimum or the fixed period.
- 7.3. All hire charges are quoted exclusive of Value Added Tax (VAT) unless specified. VAT will be charged at the prevailing rate. Our VAT number is 811 0327 85
- 7.4. You do not continue to pay Hire Charges during stoppages which we could have avoided (such as breakdowns in the Plant and Equipment).
- 7.5. Stoppages which are not due to a fault on our part, or on the part of our operator, will be charged for (e.g. stoppages caused by inclement weather, unforeseen problems with the Site or access, punctures or usual running maintenance such as re-fuelling, re-filling water tanks, waste disposal or re-fitting accessories).
- 7.6. During the period of hire, you will be asked to sign a time sheet confirming that it is an accurate record of the Operator's chargeable hours. You should check the time sheet carefully and only sign it if you agree with the information set out.
- 7.7. The Timesheet will also fulfil your duty of care requirement for the removal of waste if applicable. You should check the time sheet carefully and only sign it if you agree with the information set out.
- 7.8. Hire charges are due at the beginning and/or at the end of the hire. We will let you know when you must pay the Hire Charges at the time you hire the Plant, Equipment and Operator.
- 7.9. We may ask you for payment of all or part of the Hire Charges in advance.
- 7.10. If you have been granted an account with us (subject to a credit check) you will pay the Hire Charges in full and upon the due dates which is thirty (30) days after date of invoice, and time of payment is of the essence. Invoices will be sent weekly.
- 7.11. We accept payment by BACS, company cheque or credit card.
- 7.12. Disputed invoices must be queried in writing within ten (10) days of date of invoice to [info@pmgservices.co.uk](mailto:info@pmgservices.co.uk). Until a dispute is resolved you remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 7.13. We will send invoices via email to an address of your choosing, additional copies will be charged at £5 per page.
- 7.14. If particular documentation or certification is required, this must be obtained prior to completion of job. Lack of documentation of certification or accreditation which has not been specifically agreed in writing will not hold up payment
- 7.15. If payment of the hire charge or any part thereof is not made by the due date, we may:
  - 7.15.1. Cancel the contract or suspend any further provision of the equipment hire to you with immediate effect.
  - 7.15.2. Exercise our statutory right to charge interest at 8% per annum above the Bank of England base rate as per the Late Payment of Commercial Debts (Interest) Act 1998.
  - 7.15.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to you. We shall be entitled to submit such reminders on a weekly basis once the fees have become overdue.

7.15.4. Seek to recover all costs reasonably incurred by us in collecting payment of any overdue invoices from you.

## **8. LOSS, THEFT OF, OR DAMAGE TO THE PLANT AND EQUIPMENT**

- 8.1. Subject to clauses 8.3 and 8.4 below, if the Plant and Equipment is lost, damaged, stolen or destroyed whilst in your care when our Operator is not present, or as a result of your failure to ensure that the Site is safe, you will be liable for the full cost of repairing or replacing the Plant and Equipment.
- 8.2. We may take out insurance to cover the risk to our Plant, Equipment and Operator in respect of events set out in clause 8.1. If we do so and you pay the Waiver Fee, we will not pursue you for the costs of repairing or replacing the Plant and Equipment but only to the extent that such costs are reimbursed to us by our insurers. You will still be liable to us, however, to the extent that the insurers do not reimburse us for the loss or damage. You must take reasonable care of the Plant and Equipment whilst it is in your custody, even if the Waiver Fee has been paid.
- 8.3. You will not be liable to pay us for any damage caused to the Plant and Equipment arising from defects in the Plant and Equipment which were not apparent when it was hired to you or which occur while the Plant and Machinery is being operated by our Operator, unless such damage arises as a result of the Site being unsafe and/or your negligence.
- 8.4. You will not be liable for any loss or theft of the equipment resulting from a fault in the Plant and Equipment's security system which occurred before the Plant and Equipment was delivered to the Site or occurs while the Plant and Machinery is being operated by our Operator, unless the fault in the Plant and Equipment's security system was caused by damage arising as a result of the Site being unsafe and/or your negligence. You must notify us immediately either via the Operator, or, if he is not present, to us at our principal office address if you notice a fault with the Plant and Equipment's security system, including but not limited to faulty locks or other security devices. You must not repair any faults without our prior written consent.
- 8.5. Where the Plant and Equipment, or any part of it, is lost, stolen, damaged or destroyed you must notify us immediately either via the Operator, or, if he is not present, to us at our principal office address or email [info@pmgservices.co.uk](mailto:info@pmgservices.co.uk), as a matter of urgency, in order that we can notify our insurers. If the insurers refuse to pay us because of a delay in notification by you, you will be liable to us for what would have been recovered from the insurers if you had complied with this clause. You must provide our insurers and us with all reasonable assistance when so requested.
- 8.6. You must notify the police immediately if the Plant and Equipment, or any part of it, is stolen, or has been criminally damaged.

## **9. DAMAGE TO SITE AND/OR ACCESS**

- 9.1. You acknowledge that the Plant and Equipment you have chosen to hire may cause superficial damage to the ground, particularly in wet weather (for example, ruts may be created or paving stones may be cracked). You further acknowledge that the Plant and Equipment may also cause damage to underground services such as drains and sewers. Our driver and/or operator will do their best to limit any such damage, but we cannot be held responsible for any damage of this sort. You are responsible for making good any damage caused to your property or adjoining land in obtaining access.
- 9.2. If you are particularly concerned to avoid superficial damage to the ground you must let us know as soon as possible. We may be able to provide extra protection, although there will be an additional cost in doing so, which we will pass on to you.

## **10. SITE AND ACCESS**

- 10.1. While we do not expect you to have any technical knowledge of the Plant and Equipment you are hiring, it is your obligation to inform us of any visible access or Site restrictions, which you think may cause difficulty. For example, restricted access, limited working space, or overhead obstructions.
- 10.2. Prior to tipping, the Operator will carry out a visual inspection of the tip area and approach. If the tipping or immediate area is deemed unsafe, we will advise you of the reason and remove the waste to a licenced off-site disposal facility. Any associated charges will be passed back.
- 10.3. We may carry out a Site inspection; if we do, we will check both the means of access and the place(s) where you require the work to be carried out. It is your responsibility to undertake any Site preparation that we ask (for example, removing any goods or materials that might hinder the job). We shall not be responsible for lost work time if the Operator is unable to commence or continue work as a result of your failure to complete Site preparation as requested by us.
- 10.4. You must immediately notify us of any change in Site conditions prior to the hire which might affect the safe use of the Plant and Equipment.
- 10.5. Whether or not we carry out an inspection, we may need to ask you for information about such things as the location of cesspits, drains and sewers. You must make every effort to ensure that the information you give us is accurate.
- 10.6. Where access is required over land you do not own, you undertake that you will obtain consent from the respective owners and to pay any charges they may make.
- 10.7. The Plant and Equipment must only be used at the agreed Site. If you want to use the Plant and Equipment at any other place you must first get from us written confirmation that we allow you to do so.

## **11. PLANT AND EQUIPMENT AND THE OPERATOR**

- 11.1. It is your responsibility to give the Operator of the Plant and Equipment clear instructions regarding the job you wish to be undertaken. You must provide any further information or explanation the Operator asks you for.
- 11.2. We will ensure that the Operator is competent and qualified to operate the Plant and Equipment.
- 11.3. We will ensure that the Plant and Equipment hired by you is in good working order and is fit for the purpose for which it is normally used.
- 11.4. The Operator's responsibility is generally limited to operating the Plant and Equipment competently and safely to complete the job that you have instructed him to undertake.
- 11.5. The Operator will use his best endeavours to complete the job you instruct him to undertake as expeditiously as possible.

## **12. SAFETY**

- 12.1. You must not operate the Plant and Equipment yourself.
- 12.2. We will be responsible for the safe operation of the Plant and Equipment by our Operator.
- 12.3. You must follow any safety instructions given by our Operator. You must also take your own sensible safety precautions (for example, you must take all reasonable measures to prevent children from playing on or near the equipment at any time, particularly when the equipment is parked up for the night and our Operator is not able to oversee it).
- 12.4. Whilst we will be responsible for the safe operation of the Plant and Equipment, you must ensure that the Site itself is safe and secure.

### **13. WASTE DISPOSAL**

- 13.1. At the point of disposal PMG reserve the right to add a non-conformance surcharge if the waste has been incorrectly described or differs from any pre acceptance sampling. Where this represents a non-conformance sufficient enough to cause rejection of the waste we will always comply with regulatory requirements in our handling of this process.
- 13.2. All visiting drivers must be prepared to produce evidence of a valid Waste Carrier Licence prior to tipping.
- 13.3. If the Staff at our disposal facility deems it unsafe for a load to tip, the customer will be turned away.
- 13.4. Where we are transporting your waste from site, directly to our third-party waste disposal supplier, we are charged based on the analysis of the composition of the waste material. You are liable to pay this charge upon presentation, however it is not always possible to get the full analysis from our supplier. If full analysis is required this must be specified at the point of order and may incur an addition charge. A request for this information after the fact will not be grounds for delay in payment.
- 13.5. Waste disposal rates will be revised regularly, and we will notify customers of any changes. Continued use of the facility following any notification of price changes will be deemed acceptance of the updated prices.

### **14. NOTIFICATION OF ACCIDENTS**

- 14.1. You must notify us immediately if there is any accident involving the Plant, Equipment and Operator which results in damage to the Plant and Equipment or to other property or injury to or the death of any person.

### **15. UNAUTHORISED RE-HIRING OF EQUIPMENT**

- 15.1. You must not re-hire, sub-let or lend any of the Plant and Equipment to any third party or otherwise part with possession of the Plant and Equipment.

### **16. ACCESS BY US FOR SERVICING AND INSPECTION AND RECOVERY OF PLANT AND EQUIPMENT**

- 16.1. You undertake that you will allow us to have access to your premises at any reasonable time to enable us to inspect, test, adjust, audit, repair or replace the Plant and Equipment as necessary while it is in your possession or to recover the Plant and Equipment.

### **17. NAMEPLATES**

- 17.1. You must not remove, deface or cover up any nameplate or identification mark or number on the Plant and Equipment, nor put any mark on the Plant and Equipment, which might indicate or suggest that the Plant and Equipment belongs to you, unless agreed with us in writing.

### **18. CANCELLATION PRIOR TO START OF HIRE PERIOD**

- 18.1. You may cancel this Agreement at any time up to 24 hours prior to the start of the hire period without penalty. Any payment already made will be refunded to you in full.
- 18.2. If you cancel this Agreement less than 24 hours prior to the start of the hire period, you will still be liable to pay the full hire charge.
- 18.3. Cancellation is honoured when an email is sent to [info@pmgservices.co.uk](mailto:info@pmgservices.co.uk)

### **19. TERMINATION OF HIRE**

- 19.1. Unless otherwise agreed, we require thirty (30) days' notice of termination for infrastructure hire.
- 19.2. For all other agreements you can ask our operator to stop work at any time. If you do so, you will be responsible for the hire charges up to the point at which your request is made



including the daily rate for the day on which work ceases, or the agreed minimum or fixed period.

19.3. We reserve the right to terminate the contract with immediate effect in the event of any of the following:

19.3.1. That you become insolvent or enter into some form of insolvency arrangement.

19.3.2. That you suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of your business.

19.3.3. That you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

19.3.4. That, in our opinion, your financial position deteriorates to such an extent you're your capability to adequately fulfil your obligations under these terms has been placed in jeopardy.

19.4. If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting party to indemnify the non-defaulting party against all reasonable damages.

19.5. All notices of termination of the contract should be submitted to the other party in writing.

## **20. CONSEQUENCES OF TERMINATION**

20.1. On termination of the contract for any reason:

20.1.1. You shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

20.1.2. You shall return allow us access to take possession of our equipment. Until it has been returned, you shall be solely responsible for it's safe keeping and will not use it for any purpose not connected with this contract.

20.1.3. The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and

20.1.4. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **21. LIABILITY**

21.1. If either you or we are in breach of any term of this Agreement, neither of us will be responsible for any losses that the other suffers as a result except those losses, which are a foreseeable consequence of the breach.

21.2. You have agreed to hire the Plant, Equipment and Operator for domestic and non-commercial purposes only. In the circumstances, if we are in breach of this Agreement, we will not be liable to you for any claim relating to business expenses or losses, including but not limited to claims for loss of profit.

21.3. If a third party makes a claim against us in relation to any loss or damage caused by the Plant, Equipment and Operator as a result of your breach of any term of this Agreement, you will indemnify us in full for all costs and/or losses suffered by us as result thereof including but not limited to payment of compensation (including interest where applicable) to the third party, our reasonable legal and other fees incurred as a result of any legal action

resulting from the claim. You will not be responsible for such a claim to the extent that the loss or damage results from our negligence or breach of contract.

21.4. Subject to clause 21.6, our liability is limited as follows:

21.4.1. Our liability for loss, destruction or damage to goods or property (other than goods being lifted by crane which is covered in 21.4.2 below) is limited to a total of £5 million whether due to our breach of contract or negligence; and,

21.4.2. If you are undertaking a lifting operation our liability for loss, destruction or damage to the goods being lifted is limited to a total that will be determined by PMG Services whether due to our breach of contract or negligence.

21.5. We are not able to accept liability above these figures, notwithstanding that the Plant and Equipment will be operated by our Operator.

21.6. If you think that there is a possibility that goods or property could be damaged which have a value of more than these limits, then you must notify us in writing before the Plant and Equipment is delivered to the Site. On receipt of such notification, we may choose to make additional coverage available and this will involve an increase in the Hire Charges.

21.7. You will not be able to claim more than the amounts set out in clause 21.4 if:

21.7.1. you do not notify us that the damage could exceed the above limits;

21.7.2. we choose not to have additional coverage made available;

21.7.3. you do not agree to meet the extra charge for additional coverage; or

21.7.4. the additional coverage fails for some reason that is not our fault. This will be so, even where we are at fault, except where your claim is for death or personal injury, as mentioned in paragraph 21.8 below.

21.8. The limits set out in paragraph 21.4 do not apply to claims for death or personal injury caused by our negligence. There is no limit on the amount of our liability for such claims.

## **22. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)**

22.1. We shall not be liable to you nor be deemed to be in breach of any of these conditions by reason of any delay in performing or failure to perform any obligation of these conditions due to any cause which is beyond our reasonable control. This includes, but is not limited to: acts of god, explosions, war or threat of war, terrorism, strikes, lockouts or other industrial disputes, difficulties in obtaining new plant, labour, fuel, spare parts or machinery, breakdown of plant or machinery, epidemic, pandemic or any other acts, events or omission beyond our reasonable control.

## **23. DATA PROTECTION**

23.1. "Data protection legislation" refers to the Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.

23.2. All personal information that we may collect (including, but not limited to, your name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of data protection legislation as defined in clause 23.1.

23.3. How we collect, use, and store your personal information is set out in our privacy policy.

23.4. In certain circumstances, and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the data protection legislation as defined in clause 23.1 and should use and hold your personal information accordingly.

23.5. We will not pass on your personal information to any other third parties for marketing purposes without first obtaining your express consent.



23.6. We may take photographs for our own promotional use, they may appear on our social media sites and website and by agreeing to these conditions you have given us permission to do so, we will own and retain copyright of any image taken but will happily share with you.

## **24. COMPLAINTS, COMMUNICATION AND CONTACT DETAILS**

24.1. If you wish to contact us with questions, or to make a complaint, please contact us by email at [info@pmgservices.co.uk](mailto:info@pmgservices.co.uk)

24.2. We politely request that all phone calls made to us are followed up with an email.

24.3. We strive to provide an excellent service. If you are not satisfied in any way, please contact us as soon as possible. We would appreciate every opportunity to resolve any dispute amicably.

## **25. OTHER IMPORTANT TERMS**

25.1. If any provision of this Agreement is held to be unlawful, void or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions, to the extent permitted by law.

25.2. No failure or delay by us in exercising any of our rights under this contract means that we have waived that right, and no waiver by us of a breach of any provision this contract means that we will waive any subsequent breach of the same or any other provision.

25.3. Notices from you to us should be sent to us at our principal office address. – emailed to [info@pmgservices.co.uk](mailto:info@pmgservices.co.uk) , Notices from us to you will be sent to the address provided to us by you or to any other address which you have notified to us in writing. You will notify us immediately in writing of any change to your address.

25.4. This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date of this Agreement.

25.5. A party who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third) Parties Act 1999.

25.6. If any amount is payable to you by us under this Agreement, we may withhold from those monies an amount equal to the total monies you owe us under this Agreement.

## **26. GOVERNING LAW AND JURISDICTION**

26.1. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

**PMG Services (Bristol) Ltd**

**The Customer**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name & Title*

\_\_\_\_\_  
*Print Name & Title*

\_\_\_\_\_  
*Date*

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