

1. Introduction

Every machine prepared by L Lynch Plant Hire & Haulage Ltd will have fitted as standard a cab, canopy or other ROP (roll over protection) as set out in The Safety Health and Welfare at Work Act 2005 (as amended) and Safety Health and Welfare at Work (Construction) Regulations 2006 which requires that all ROPS are manufactured and tested to a recognised standard and a factory fitted seat belt c/w green safety beacon to reduce the possibility of a seat belted operator being crushed should the machine roll over.

The detailed procedure below must be followed to ensure the customer is aware of the risk and that they sign and return the disclaimer to L Lynch Plant Hire & Haulage Ltd.

2. Responsibilities

Depot Manager	Ensuring Hire Controllers receive a signed Disclaimer from customer
Service Dept	Pre and post-delivery inspection and repair (if applicable)
Fleet & H&S Director	Overall management responsibility

3. Scope

This procedure is to be used for the removal of a canopy or roll bars including rollers.

4. Detailed procedure

Removing Canopy & Roll bars (including Rollers)

- 4.1 If any request from a customer is received to remove a canopy or roll bars, you must explain to the customer how the canopy or ROP should be removed and confirm verbally to the customer that it will be at their own risk followed email confirmation.
- 4.2 As a suitable tool to remove such canopy or roll bar will not be supplied by L Lynch Plant Hire & Haulage Ltd, the customer will need a suitable tool kit to remove the item(s) themselves.
- 4.3 The customer must sign and return the appropriate request form (see pages 3 and 4 of this procedure) detailing the terms and conditions relating to the removal and email it back to the Hire Controller prior to the machine being delivered to site.
- 4.4 It will be the customer's responsibility to remove the canopy and/or the roll bar and replace once finished prior to taking delivery.
- 4.5 If for any reason the customer cannot refit, then they should assist our driver to refit; this will be charged at £65 per hour, per item of plant. If during the collection of the machine by Lynch, the customer cannot provide the canopy and/or the roll bar then the machine will be left on hire until an alternative time can be arranged to collect the plant with the canopy and/or the ROP.
- 4.6 A risk assessment, lifting procedure and suitable lifting equipment will not be provided by Lynch Plant, and will need to be considered by the customer.

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- 4.7 It has been explained to all Lynch Plant drivers and fitters that they will not deliver or collect any item of plant without the supplied roll over protection or seat belt. It is mandatory for all Lynch Plant drivers and operators to wear seatbelts when loading or unloading plant from their vehicles. A copy of this procedure will be signed off by all Lynch personnel and filed by their respective managers in the Transport and Service Departments.
- 4.8 If the Transport/Service Manager identifies that an off-hired item of plant has been returned without a canopy or roll bar, then he/she will immediately investigate the matter further and to conclusion.
- 4.9 The driver will be disciplined for accepting the plant and raise an invoice to the customer to cover replacement costs (similar to a damage incident).

Lynch removing cabs from excavators

- 4.10 Cabs from machines can be removed in the Depot by Lynch fitters. A charge of £65 per hour (minimum 4 hours) to remove and £65 (minimum 4 hours) to fit should be applied to the contracts concerned.
- 4.11 Hire Controllers must email a copy of the attached form and get the customer's sign off confirming that it will be at their own risk.
- 4.12 The Plant movement will be by HIAB lorry and loaded in this manner, so the driver does not load/unload in an unsafe manner. An email confirmation of this will always be kept on file with the contract documents.
- 4.13 All paperwork must be filed.

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CUSTOMER REQUEST FOR REMOVING CANOPY / ROLL BAR / CAB

Customer account no		Customer name	
Contract no		Contract date	
Delivery date		Customer contact name	
Delivery address			
Make and model of machine		Plant no	

DISCLAIMER – Customer removal

We agree that it will be our responsibility as the hirer, to remove the Canopy/ Roll Bar/ Cab from the above machine and agree to replace prior to collection by the driver of Lynch Plant Hire and Haulage Ltd.

I/we accept full responsibility for such removals and agree that L Lynch Plant Hire & Haulage Ltd shall not be held liable for any accident, incident, injury, or damage that may occur due to such removal of any safety equipment associated with any item of plant.

I/we acknowledge that the machine may now no longer comply with statutory legislation and accept exclusive and full responsibility in this area. I/we also accept any appropriate charge for the removal and replacement.

We acknowledge and accept that if the removed safety equipment has to be replaced by the fitter of L Lynch Plant Hire & Haulage Ltd, we will be charged an amount of **£65 + VAT per hour – minimum 4 hours**.

If the removed equipment of the machine hired is not replaced correctly or not made available during collection to the driver, the above machine will be left on hire and will continue to incur hire costs until a suitable alternative time can be arranged with L Lynch Plant Hire & Haulage Ltd to collect.

I agree to the above conditions and guarantee to comply with them.

Hirer Signature

Hirer Name

CUSTOMER REQUEST FOR L LYNCH PLANT HIRE TO REMOVE CANOPY / ROLL BAR / CAB

Customer account no		Customer name	
Contract no		Contract date	
Delivery date		Customer contact name	
Delivery address			
Make and model of machine		Plant no	

DISCLAIMER – Lynch removal

I/we formally request the removal of the cab/safety/protective structure from the machine we are hiring/about to hire from L Lynch Plant Hire & Haulage Ltd because it is necessary under the environmental/operational circumstances in which we are working.

By making such a request, I/we accept full responsibility for such removals and agree that L Lynch Plant Hire & Haulage Ltd shall not be held liable for any accident, incident, injury, or damage that may occur due to such removal.

I/we understand that the machine may now no longer comply with certain statutory legislation and accept exclusive and full responsibility in this area.

I/we also accept any appropriate charge for the removal.

I agree to the above conditions and guarantee to comply with them.

Hirer Signature

Hirer Name