

## **DELIVERING LONG-TERM ROAD IMPROVEMENTS**

**This council has an opportunity to show it's on the side of motorists and cyclists and get us out of being one of the worst boroughs in the country for potholes.**

In Trafford we need to change the way we approach our Road repairs; our amendment is a £640,000 programme of highway interventions comprising a large-scale patch and repair programme. Given the scale of the interventions and the machinery used this will be a coordinated programme that will prevent the onset of potholes and extend the useful life of our road assets.

Innovation has been missing in Trafford and specifically within our road repair program, we have failed to get a grip of early prevention. New technology is revolutionising pothole repairs. Trafford hasn't changed whilst councils across the country have seen the light and are benefiting from innovations - Trafford has been left behind.

This is why we have tabled this amendment to invest in machinery and a programme that will save the council money in the medium and long term and increase productivity, compared to outdated methods (Source Stoke Borough Council Highways Team Manager) 6237 repairs compared to 2448 in the same period.

We will improve our workforce's health and wellbeing and health and safety as our operatives wouldn't need to use heavy breaking machinery. The repairs will last longer, and be more consistent with an overall reduction in claims and costs to the council.

Initially it is proposed that the scheme be financed by reprioritising £640k from within the 2024/25 Highway Structural Maintenance Capital Programme.

There are assurances from the government that redistributed HS2 Funding will make it possible to undertake any projects displaced as a consequence therefore removing any obstacle to accepting this amendment and benefits for our residents.

- **This Council resolves to re-prioritise £640K from the above budget and embark on a programme of preventative maintenance and repair utilising the JCB Pothole Pro with our existing team of operatives.**

Attached

- Pothole Pro Case study
- Testimony from Stoke Highways Team
- Quote for purchase from Gunn JCB
- Quote for lease/repair of JCB Pothole Pro & offer of FREE training
- Live demonstration offer within Trafford
- Pothole Pro Contract Hire presentation
- CO2 reduction statement – Contributing to a Council Priority



## Service Efficiencies

<b>Case Study</b>	JCB Pothole Pro
<b>Date</b>	
<b>Contact Name(s)</b>	
<b>Contact Organisation(s)</b>	
<b>Contact Details</b>	

### *My good idea was...*

The JCB Pothole Pro is a unique 3-in-1 solution specifically designed to rectify any highways defect, from potholes to large scale reinstatement operations. The machine does this efficiently, economically, and permanently using it's 3 dedicated attachments to cut, crop and clean, there's no need for any additional specialist equipment or extra manpower, saving both time and money, whilst repairing roads permanently.

### REASONS TO BELIEVE



#### SAFE

- Eliminate HAVS
- Reduce the time spent in live carriageways
- Eliminate the need for a sweeper on site



#### PRODUCTIVE

- 1 pothole in 8 minutes
- 300m<sup>2</sup> in a single shift
- Less time roading, more time working



#### PERMANENT

- Dedicated cropping tool to square off edges
- Increased productivity means defects can be repaired while small in size
- The ability to repair a wide variety of defects and locations



#### ECONOMICAL

- 3 machines in 1
- Significantly reducing the cost per defect
- A variety of different finance options available



#### TRUST

- 5 year / 4000hrs machine warranty (excluding attachments)
- 2 week operator training (can be split between 1 or 2 operators)
- Livelink telematics for 5 years
- Dealer support

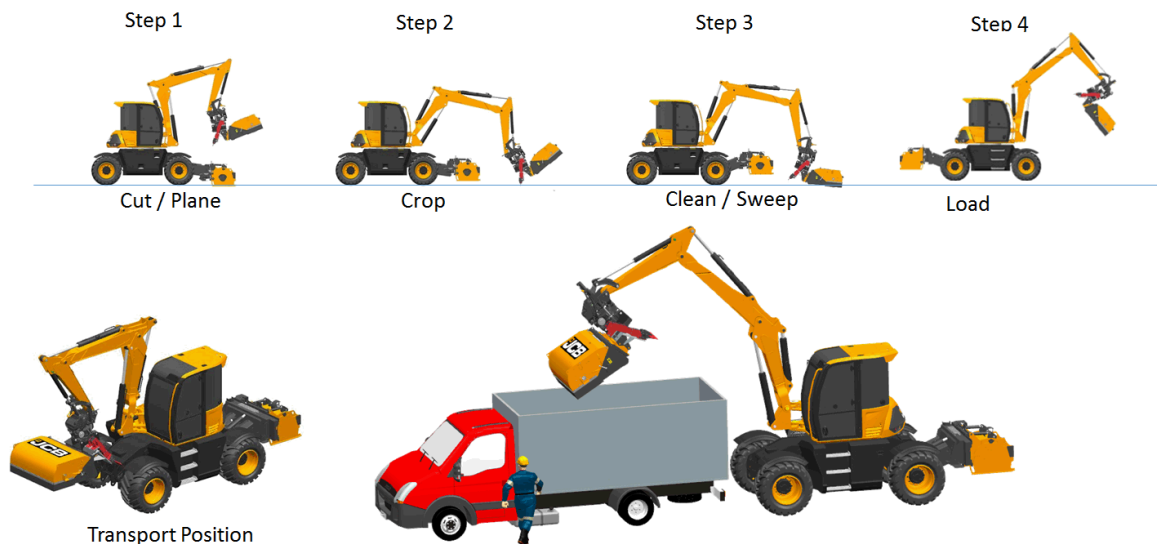
## Benefits: Efficiency, Environment, Cost savings, Health & Safety

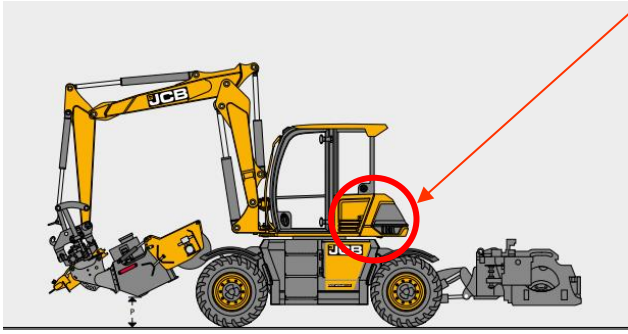
Integrating the Pothole Pro within the highways maintenance teams will enable them to carry out a variety of highway repair types, from potholes to larger scale patching schemes, spanning the full breadth of our road network. Designed to operate across rural and urban locations, the Pothole Pro can be used to tackle a range of defects varieties and can work on all material types including hot rolled asphalt (HRA), up to cutting depths of 170mm.

The JCB Pothole Pro comes complete with 3x integrated attachments: 1. 600mm drum cold planer with a maximum cutting depth of 170mm, the planer comes complete with multiple features including power slide, individual depth control skids (left and right), 100 litre water tank for dust suppression, 8° tilt in either direction, as well as powered and floating mode. 2. 1200cm sweeper collector for sweeping and loading the planed material, this is capable of brushing to depths up to 170mm and includes a 80 litre water tank for dust suppression, this sweeper collector is mounted to a tilt-rotator and can therefore be manipulated into almost any position. 3. 600mm

During the demonstration, the JCB Pothole Pro carried out several permanent repairs using the unique cut, crop and clean method. The machine offered a number of health and safety benefits whilst on site. Firstly, it drastically reducing the amount of time our highway operatives spent in the carriageway, the operator was able to complete all the preparation, including cutting out the damaged area, sweeping up the waste material, and cropping the edges of the defect, from the safety and comfort of the cabin. The operator has a full 360° view of the surrounding area when operating the machine, meaning they can work in confined spaces and have full visibility of any personnel in the area.

Additionally, the integrated 400mm cropping blade/ hydraulic breaker allows the removal of both floor saws and handheld breakers from our operation entirely, thus eliminating hand arm vibration (HAVS) risk to the operators. HAVS has been a real concern during the past few years, as such, policy was created to ensure all operators that are exposed to vibration wear watch like devices to measure exposure periods and severity. The pothole pro crops the edges with absolutely no need to use vibration tools, this eliminates HAVS exposure and reduces the health impacts and subsequent claims.





The reduced machine width, and reduced tail swing enables the team to work within a full closure or a single lane closure without encroaching on the live lane.

Visibility is great for the operator, having full visibility of the ground at 1m radius around the machine.

The capacity of the unit allows for a full day of operation, it also delivers significantly lower cost per square meter compared to our traditional road defect repair methods, currently used. Data provided by a customer base using the Pothole Pro which encompasses material, labour, and machinery, shows a dramatic reduction in their cost per defect– some by up to 50%. With the analysis we have conducted, we expect to see similar results whilst achieving a permanent repair that won't have to be revisited for at least 5 years.

The JCB Pothole Pro is fitted with a Stage V EPA compliant engine containing the latest in emissions technology, this means reduced engine emissions and hourly fuel consumption is low. The Pothole Pro operates as a self-contained unit, meaning extra vehicles and tools such as sweepers, breakers and transport which would traditionally deliver machinery to site, are no longer required, the machine is fully road legal and can travel at speeds up to 40KPH. This has a carbon reduction and a cost reduction, with no additional need to use transport. With the backlog we experience today – the increased output would enable us to tackle this, whilst reducing our cost per defect.



## Demonstration

The JCB Pothole Pro was demonstrated was between the \* and \* of \* 202\*, please see below a breakdown of the demonstration:

Day	Location	Description	Achieved
Monday		We are currently hiring a skid steer with a 350mm planer and a 1 meter sweeper. Demo day 1 feedback from the ground crew is positive. They said the Pothole Pro is more efficient than their current process because of a 600mm planer and no changing between attachments. We closed the road and used 25 tonnes of asphalt.	Planer average depth: 50mm Patches repaired: 16 Area achieved: 207.5 <sup>[m2]</sup>
Tuesday		Demo day 2 was under a time slot caused by working on a school road. The demo began at 9.30 and finished at 14.30. 10 tonnes of tarmac used on site. The machine was driven to X ready for Wednesday, this was a 20 mile trip – showing this machine can easily cover a large geographical area with no additional transport.	Planer average depth: 50mm Patches repaired: 6 Area achieved: 83 <sup>[m2]</sup>
Wednesday		Demo day 3 used a stop and go traffic management system. The machine proved it could work effectively with working traffic. The demonstration was successful laying 20 tonnes of tarmac.	Planer average depth: 50mm Patches repaired: 10 Area achieved: 166 <sup>[m2]</sup>
Thursday		Machine was driven 24 miles to X. The road was closed for demonstration, 20 tonnes of tarmac was used to repair the defects. X arrived to watch the demo. The feedback was positive.	Planer average depth: 50mm Patches repaired: 11 Area achieved: 166 <sup>[m2]</sup>
Friday		Machine driven to X. Road was closed for the final demo day. 15 tonnes of tarmac was used. The machine was then driven back to X for end of the demonstration.	Planer average depth: 50mm Patches repaired: 9 Area achieved: 124.5 <sup>[m2]</sup>

## Summary of Demonstration

Day	Traditional Method $\text{m}^2$ Average 5 Tons of tarmac a day	Pothole Pro Method $\text{m}^2$	Increase in Productivity %
Monday	41.5 <sup>[m2]</sup>	207.5 <sup>[m2]</sup>	400%
Tuesday	41.5 <sup>[m2]</sup>	83 <sup>[m2]</sup>	100%
Wednesday	41.5 <sup>[m2]</sup>	166 <sup>[m2]</sup>	300%
Thursday	41.5 <sup>[m2]</sup>	166 <sup>[m2]</sup>	300%
Friday	41.5 <sup>[m2]</sup>	124.5 <sup>[m2]</sup>	200%

## Week/ YTD Comparison

Projection	Traditional Method $\text{m}^2$	Pothole Pro Method $\text{m}^2$	Increase in Productivity %
Average increase in productivity per week x 5 (working days)	207.5 <sup>[m2]</sup>	747 <sup>[m2]</sup>	260%
Average increase in productivity per year x 252 (working days)	10,458 <sup>[m2]</sup>	37,648.8 <sup>[m2]</sup>	260%

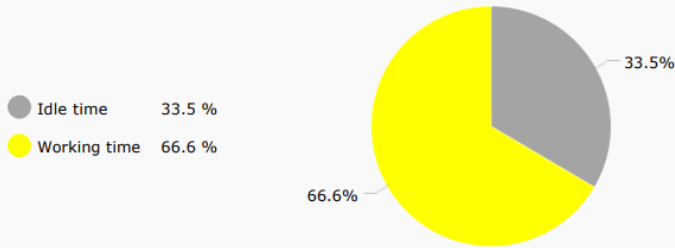
**As you can see from the table above we could increase our productivity by 260%, with a very high quality of repair.**

On Demo day one the machine completed 207.5<sup>[m2]</sup>, this is what our current methods achieve in one week. The ground crew felt they could have potentially doubled their output on the demonstration if there was a hotbox and a Mini Paver on site plus the machine not working in a demonstration environment. To gain the most productivity the ground crew would need a mini paver onsite which would increase cost, yet maintain productivity. We would also advise a full road closure to allow the machine and prep work to always be in front to maximise the gangs working time on site. Please see in cost analysis that a estimated mini paver cost has been added to the analysis.

### Key Live Link (Telematics) Data from demo – 06/06/2022 to 10/06/2022

Please see below the telematics data for the demonstration provided by JCB.

### Working / Idle Time Split



 **Engine Run: 26.4 hrs**

 **Fuel Used: 224.9 litres**

 **Fuel Consumption: 8.5 litres / hour**

### Cost Analysis

Below is a breakdown of our current methods vs the evidence from the PotholePro trial

#### Labour – 8 men

- 2 Traffic Ambassadors
  - 2 Wagon drivers (waste and tarmac)
  - 4 land lay tarmacking gang
- £34.64 per hr, per man, 8 hr shifts.

#### Plant

- 4x vehicles
- 1 Roller £180 including delivery and collection per week
- general small tools / power tool

Rate includes average for vehicles and tools.

**£11,084.80 for the week.**

Plus a rooming supervisor (costs booked to overheads)

#### Material

- 10mm close graded surface course
  - Approximately 90 tonnes over 5 day
  - £118.85 per tonnes of material
- Total cost for Material: £10,696.50

### Cost per week Analysis

JCB Pothole Pro		Comments
Material	£10,696.50	90 Tonnes tarmac x £118.85
Fuel	£405.71	224.9 litres used x current fuel price 180.4
Cost of labour	£5,068.62	(Average labour wage £26000 x 7 workers/ 255 working days x5) + (£300 for driver per day x 5 working day)
Cost of Hire	£4,201	cost of pothole pro X/4 years + £180 Roller per week + mini paver £600 x 5
<b>Total</b>	<b>£20,371.83</b>	
Square meters per week	747	What was achieved in week [m2]
<b>cost per [m2]</b>	<b>£27.27</b>	

Current Methods		Comments
Material	£2,971.25	25 tonnes tarmac x £118.85
Fuel	£410	11.36 litres per hour x 20 = 227.2 x current fuel price 180.4
Cost of labour	£5,068.62	(Average labour wage £26000 x 7 workers/ 255 working days x5) + (£300 for driver per day x 5 working day)
Cost of Hire	£3,180	Skid steer £600 x 5 + Roller per week £180
<b>Total</b>	<b>£11,629.87</b>	
Square meters per week	207.5	What was achieved in week [m2]
<b>cost per [m2]</b>	<b>£56.05</b>	

Comparing the rental of a skid steer vs owning the asset of the PotholePro is a challenge. Therefore, for the cost comparison, the PotholePro total asset cost is divided by 4 years (208 weeks). Although, this does not include the residual value of the asset after this period.

#### JCB Pothole Pro / driver training

Cost of driver per day	£0
Driver training	£0
Cost Machine	£X
Sales Price VAT	£X
<b>Total</b>	<b>£X</b>
Optional Extra £241 (5000 hour service contract) per calendar month	

Please see below a link to the full quote.

X

#### Total cost of ownership for 12 months (Consumable parts)

Brush cost (each)	£24
Total brush segments needed	24
<b>Total cost to replace brushes</b>	<b>£576</b>
Pick Cost (each)	£10
Picks per planer	52
<b>Total cost to replace picks</b>	<b>£520</b>
Brushes life (Hours)	250
Pick life (Hours)	400
Estimated machine Hours per year	1000
Brush replacements required	3
Pick Replacements required	1.5
<b>Brush replacement costs per year</b>	<b>£1,728</b>
<b>Pick replacement cost per year</b>	<b>£780</b>



<b>Total</b>	£2,508
--------------	--------

### References

[JCB Pothole Pro - Cut, Crop, Clean, With One Machine | #FixingBritainsRoads - Bing video](#)

[JCB Pothole Pro Testimonial - Stoke-On-Trent City Council | FixingBritainsRoads - Bing video](#)

[The #JCB Pothole Pro - Man VS Machine - Bing video](#)

### *I & E Innovation Group comments / recommendations*



## Gallery and final results



# Gallery and final results





## Gallery and final results



Hi Nathan,

Sorry for the delay, the recent snowfall delayed me

Since the start of this financial year the Pothole Pro has been 154% more efficient with just x4 operatives vs x12 using the traditional method, in this same period the Pothole Pro has repaired 6237 potholes vs traditional teams 2448

Thanks,



operations  
e



Dear Mr. Evans

**RE: Illustration of machine and costings**  
**Prepared for: Trafford Metropolitan Borough Council**


Thank you for your recent enquiry. Please find attached an illustration of the machine specification and pricing that we discussed.

I would point out that finance options are available to you through JCB Finance Ltd who can also produce a bespoke profile to suit your business' cash flow or seasonality.

Our Privacy Notice describes how we collect, use and disclose your information and can be found on our website.

If you would like to proceed or you have any query regarding these figures please contact me direct.

Kind regards

*[Handwritten signature]*  
A large blue rectangular box redacting the signature area.



**Gunn JCB Ltd**

Date: 17 January 2024  
Valid until: 31 January 2024  
Reference: GUN17407

## 1x JCB 110W POTHOLE PRO WHEELED EXCAVATOR



JCB 110W Pothole Pro Stg V Tab

Chassis Pothole Pro Stage V

Alliance 600/40-22.5 Floataion Wheels

Pothole Pro Stv Dig End

40KPH Transmission Stage V

UK Homologation Stage V

Climate Contol

Livelihood on machine cost (60 Month Subscription)

Road Tax inc. 1st Reg Fee - Over 3.5T

STANDARD SPEC INCLUDES; SIMEX 600MM PLANER, 400MM CROPING TOOL,  
1.2M WIDE SWEEPER COLLECTOR, STEELWRIST X12 S45 PICKUP ROTATOR,  
REVERSE STEER, SMOOTHRIDE SYSTEM, 8X LED WORKLIGHTS, GREEN & AMBER  
BEACONS, REAR VIEW CAMERA AND FACTORY OPERATOR TRAINING

Application - Unknown

Sale P  
Trad  
Cost to cha  
Sale Price V  
T

Optional extras (excluded from the total sale price)

SET OF DIGGING BUCKETS. 12, 24 & 60"DCB

### definitions

- |     |               |  |
|-----|---------------|--|
| 1.1 | "Company"     | Gunn JCB Ltd;  |
| 1.2 | "Customer"    | the customer of the Company;   |
| 1.3 | "Contract"    | any contract entered into for the supply of Goods by the Company to the Customer;  |
| 1.4 | "Goods"       | any Goods forming the subject matter of any Contract including (where the context so admits) Machinery, Parts and Services;  |
| 1.5 | "Machinery"   | any vehicles, plant or equipment other than Parts forming the subject matter of any Contract   |
| 1.6 | "Parts"       | any parts forming the subject matter of any Contract whether supplied fitted to Machinery or otherwise   |
| 1.7 | "Sales Order" | the Company's sales order documentation in force from time to time   |
| 1.8 | "Services"    | any services provided by the Company to the Customer either as a contract for the supply of services alone or the services element of any contract to supply goods and services. |

### quotations, contracts and variations

- 2.1 Any quotations provided by the Company are subject to alteration or withdrawal at any time without notice.
- 2.2 These conditions shall be incorporated in all Contracts to the exclusion of any terms or conditions referred to by the Customer and supersede any previous conditions of sale of the Company. The Customer's order shall be deemed to incorporate these conditions but no Contract shall come into existence until the order is acknowledged in writing by the Company. Acceptance of any delivery or performance by or on behalf of the Customer shall in any event be conclusive evidence of the Customer's acceptance of these conditions.
- 2.3 Each Contract supersedes all previous oral or written communications between the Company and the Customer. The Company does not authorise the giving of representations on its behalf by any person unless confirmed in writing and signed by a director of the Company or the Company Secretary.
- 2.4 No amendment of any Contract or these conditions shall bind the Company unless in writing and signed by a director of the Company or the Company Secretary.

### price and payment

- 3.1 The purchase price of Machinery is the price set out on the Sales Order or as otherwise agreed in writing between the parties. The purchase price of Parts and Services is the price set out in the Company's current price lists from time to time or as agreed between the parties in writing. Unless otherwise agreed in writing prices are inclusive of delivery. Prices are exclusive of Value Added Tax (where applicable) and all other tax or duties which will be charged at the prevailing rate. The Company is entitled to add any increase in purchase price prior to the actual date of delivery in accordance with clause 3.2
- 3.2 The Company shall be entitled to give notification of an increase in the purchase price if there has been any increase in the manufacturer's price between the conclusion of the contract with



the Customer and the actual date of delivery. The Customer shall not be entitled to rescind from the contract because of such an increase in price except where the increase exceeds 10% of the VAT inclusive price.

- 3.3 The Machinery purchase price less any deposit/trade in payment referred to on the Sales Order or as agreed in writing between the parties shall be paid by the Customer to the Company before the date of delivery without any deduction or other set off whatsoever, unless otherwise agreed in writing by the Company prior to delivery.
- 3.4 Unless special arrangements between the Company and the Customer have been made in writing in advance, Parts and Services invoices are due for payment in full:
- 3.4:1 for Customers with an authorised credit account by the 20<sup>th</sup> day of the month following the date of the invoice;
- or
- 3.4:2 for Customers with no authorised credit account, immediately and the Company reserves the right to withhold Goods until payment is received.
- 3.5 All payments made to the Company must be made by one of the following methods:
- 3.5:1 by bank transfer or BACS;
- 3.5:2 by debit or credit card; or
- 3.5:3 for Customers with an authorised credit account, by cheque.  
The Company will **not** accept payment in cash.
- 3.6 Without prejudice to any other rights of the Company, if the invoice is not paid in full by the due date interest shall be payable on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.7 The Customer shall also pay all legal costs (on an indemnity basis) and other costs incurred by the Company in recovering any amounts owing from the Customer and any Goods in which title has been retained by the Company. Such costs shall be due for payment immediately on invoice.
- 3.8 The Company reserves the right to apply amounts received first in settlement of interest on overdue debts and then of debts due beginning with the oldest.
- 3.9 If the Customer:
- 3.9:1 fails to make any payment when and as due;
- 3.9:2 exceeds any financial limit on the Customer's account from time to time applied by the Company, or other circumstances occur entitling the Company to terminate the Contract, then the price of all such Goods as have been delivered or prepared for any order of the Customer shall become immediately due and payable.

### **delivery, risk and performance**

- 4.1 Machinery and Parts shall be delivered and risk in them shall pass to the Customer when they are made available at the delivery point which in the case of Machinery shall be at the point

agreed in the Sales Order or otherwise agreed in writing between the parties, and in the case of Parts shall be the Company's UK premises or as otherwise agreed in writing between the parties.

- 4.2 Subject to clause 4.1, trade terms referred to by the Company shall, to the extent consistent with these conditions, be defined in the edition of "Incoterms" then current.
- 4.3 The Company will endeavour, subject to these conditions, to comply with any delivery date and place given by it but shall not be liable for any loss, damage or expense (whether direct or indirect) arising from any delay or failure in delivery or performance from any cause whatsoever nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance or repudiate the Contract.
- 4.4 Times quoted for delivery or performance are subject to the availability of goods for the Contract and are based on the Customer supplying all necessary delivery instructions. Where any Goods are to be supplied from stock, times quoted are subject to the availability of stock at the expected date of delivery.
- 4.5 The Customer shall reimburse the Company for all costs and expenses (including insurance) as may be incurred by the Company in arranging for and effecting delivery of Machinery or Parts including any additional costs and claims incurred if the Machinery or Parts are not unloaded with reasonable despatch.
- 4.6 The Customer shall be responsible for unloading and all costs and risks relating thereto.
- 4.7 Where Goods are to be delivered at a point other than the Company's premises the Company reserves the right to deliver the Goods at the nearest point of suitable access to the agreed point of delivery.
- 4.8 If any goods are lost, stolen or mislaid after despatch and prior to their arrival at the place of delivery the Company shall endeavour to ensure that a suitable replacement(s) is/are despatched to the Customer as soon as possible. If the Company is unable to supply a suitable replacement(s) the Company may at its option repay to the Customer such part of the whole of the purchase price as the Customer has paid to the Company which relate to the goods that have been lost, stolen or mislaid, provided however that nothing in this clause shall be deemed to confer on the Customer any right to claim damages for non-delivery against the Company.
- 4.9 Notwithstanding the terms of this clause the Customer may at his option and by arrangement with the Company collect Machinery and/or Parts from the Company at a time and place convenient to the Company.
- 4.10 If the Customer fails to take delivery of any Goods on which the Company has performed work when tendered, or to provide adequate delivery instructions or to collect them when notified they are ready for collection, the Company at its discretion may exercise any or all of the following rights:
- 4.10:1 to store the Goods or materials at the risk of the Customer;

- 4.10:2 to require the Customer to pay all storage, transportation, handling or other charges (including expenses in connection with the delay or detention of delivery vehicles) incurred by the Company as a result of such failure;
- 4.10:3 to require the Customer to pay for the Goods (including any work) as though delivery or performance had been completed.
- 4.11 The Company may deliver the Goods by instalments, which may be invoiced separately. Each instalment shall constitute a separate Contract. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

### **title**

- 5.1 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and not pass to the Customer (who shall, nevertheless, subject to the conditions stated below, be entitled to resell them as principal only, and to use them in the ordinary course of business) until the Company has (taking into account any deductions due under clause 7.1) received in cleared funds payment in full of the price of the Goods and of all other debts for any other Goods or Services owed to it by the Customer on any account.
- 5.2 Until title passes:
  - 5.2:1 the Customer shall hold the Goods as bailee for the Company and ensure that they are at all times clearly identified as the property of the Company;
  - 5.2:2 the Company shall be entitled at any time on demand to:
    - 5.2:2:1 repossess, remove from other equipment (without being liable for any damage thereby occasioned) and sell all or any of the Goods and thereby terminate (without any liability to the Customer) the Customer's right to use or sell them; and
    - 5.2:2:2 enter any premises where the Goods are located for the purpose of inspecting or repossessing them.
- 5.3 The Company shall, without prejudice to any other remedy, be entitled to maintain an action for the price of the Goods even if title in them has not passed to the Customer.
- 5.4 The Company transfers to the Customer only such title and rights of use as the Company has in any Goods and in the case of material provided by any third party shall transfer only such title and rights as that party had and has transferred to the Company.

### **goods damaged on arrival**

- 6.1 If any Goods when delivered to the Customer are found on examination by the Customer to be damaged and such damage was not caused after the delivery or during the unloading of the goods, the Customer shall forthwith and in any event not later than 48 hours after the Goods have been unloaded inform the Company in writing of the damage to the Goods in which event the Company may at its option:
  - 6.1:1 uplift the said Goods and procure that a suitable replacement(s) be delivered to the Customer under the same terms and conditions as govern this contract;
  - 6.1:2 arrange for an engineer or other person to repair the Goods at the place of delivery;
  - 6.1:3 arrange with the Customer for the Customer to repair the Goods and reimburse the Customer for the expense incurred in so doing.

6.2 the Company shall not be liable for any consequential or other loss arising from the damaged condition of the Goods.

### **trading in**

7.1 The Company may agree to purchase used goods from the Customer and deduct the price agreed for such goods from the price due and payable on the Goods to be purchased by the Customer. Such used goods shall be delivered by the Customer to the Company and accepted on the following terms:

7.1:1 after examination by the Company the used goods shall be delivered complete (with accessories where appropriate) in the same condition as when examined by or described to the Company subject only to any subsequent fair wear and tear. The Company will be the sole judge of whether the goods are in the same condition as when previously examined;

7.1:2 the Customer warrants that any used goods which the Company agrees to purchase are not the subject of any hire purchase agreement or other legal encumbrance and the Customer has full title to them. If any of the said used goods are the subject of a hire purchase agreement or other legal encumbrance the Company shall be entitled at its option:

7.1:2:1 to make such payment as will finally discharge the hire purchase agreement or other encumbrance and the agreed trade in price for the said used goods shall be reduced by the amount so paid; or

7.1:2:2 to reject the said used goods in which circumstances the Customer shall be obliged to pay the full price for the Goods;

7.1:3 the Customer agrees to pay to the Company on demand such further sums as shall be required to recompense the Company for any loss sustained by the Company through the year of manufacture of the said used goods traded in not being as described during negotiation notwithstanding examination by the Company.

7.2 Where the Company has taken possession of any used goods which are to be traded in by the Customer, the Company will be free to sell the said goods and pass on valid title to them and will then account to the Customer for the agreed trade in price or its equivalent against the price of the Goods.

7.3 In addition to the Company's rights under these conditions to terminate a Contract and/or repossess the Goods, if for whatever reason the Customer does not take possession of or pay the full price for the Goods against which the used goods are being traded then the Company may at the Company's option either:

7.3:1 return the used goods to the Customer; or

7.3:2 sell the used goods and account to the Customer for the agreed price less any loss or expenses incurred by the Company as a result of the Customer's failure to take possession of or pay the full price for the Goods.

### **parts**

8.1 The Company will reimburse the Customer for the value of any Parts returned only if:

8.1:1 the supplier of any Parts that were specifically ordered by the Company for the Customer has agreed to the return of them without any penalty and therefore without any loss being suffered by the Company;

8.1:2 the returned Parts are accompanied by details of the advice note and number and invoice number relating to the original order;



- 8.1:3 the Parts are returned unused, in their original packaging and in the same condition as originally supplied.
- 8.2 The Company may at its discretion make a reduction in the price of a replacement Part where the Customer returns the Part to be replaced to the Company prior to the supply by the Company to the Customer of the replacement Part.
- 8.3 The Customer may at the discretion of the Company be required to pay to the Company a handling charge of 10% of the net invoice price of any Parts returned.

### **products warranty**

- 9.1 The Company undertakes as its sole warranty that:
- 9.1:1 in respect of new and unused Machinery and Parts manufactured by JCB (as defined in the Appendix below) the Company will pass on to the Customer the benefit of JCB's replacement warranty as set out in the Appendix below or such warranty as JCB may offer from time to time; and
- 9.1:2 in respect of second hand Machinery and Parts manufactured by JCB and in respect of new and second hand Machinery and Parts manufactured by a manufacturer other than JCB the Company will so far as it is able to do so under the terms of any such warranty, at the time of the Customer's request for the same pass on to the Customer the benefit of any such manufacturer's warranty.

### **claims**

- 10.1 The Company shall have no liability in respect of any claim by the Customer under these conditions unless:
- 10.1:1 notice of the claim is given to the Company in writing within 7 days of the discrepancy or defect becoming apparent and in any event before the Goods are further used or resold; and
- 10.1:2 the Customer has afforded the Company reasonable opportunity and facilities for the investigation of any claim and the making good of any discrepancy or defect and complied with any request by the Company for photographic or other evidence of or reports relating to the alleged defect or maintenance or operating records and, if the Company so requests, the return, securely packed, of any Goods (including the packing) for examination or rectification by the Company, the cost of transportation to be borne by the Customer but credited by the Company if the claim is accepted;
- 10.1:3 the Customer satisfies the Company that the Goods were properly handled, carried, used, stored and maintained after receipt; and
- 10.1:4 the Customer has paid the full amount of all invoices due to the Company prior to the date of the claim.
- 10.2 No Goods may be returned unless the Company has requested their return and allocated a returns number and such returns number is marked on the packaging of the Goods.
- 10.3 Where a claim is accepted, any replaced items shall belong to the Company and may be disposed of by the Customer only in accordance with the Company's instructions.
- 10.4 Goods in respect of which no claim is made in accordance with these conditions shall be deemed to have been accepted by the Customer in accordance with the Contract and the

Company reserves the right to charge the Customer with any administration, handling or other costs it incurs in connection with any claim it does not accept.

### **extent of liability**

- 11.1 Except as expressly provided in clause 9 or as otherwise agreed in writing by the Company neither the Company (nor any third party) shall have any obligation duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever in connection with any Goods except only to the extent that, by statute, the Company may not exclude liability including for:
  - 11.1:1 death or personal injury caused by negligence on the part of the Company or its employees whilst acting in the course of their employment; or
  - 11.1:2 fraud or fraudulent misrepresentation on the part of the Company or any of its employees whilst acting in the course of their employment.
  
- 11.2 Neither the Company (nor any third party) accepts any liability, express or implied as to the conformity of any Goods to any particular description, or as to the quality or fitness for any particular purpose of any Goods.
  
- 11.3 The Company shall in no circumstances have any liability for:
  - 11.3:1 any economic loss (whether direct or indirect), including but not limited to wasted time or expenditure, loss of profits, production, business revenue or goodwill;
  - 11.3:2 any indirect, special or consequential loss, damage, costs, expenses or other claims for compensation whatsoever of the Customer arising out of, under or in connection with any Goods supplied by the Company;
  - 11.3:3 any claims against the Customer by any person and the Customer shall be solely responsible for any such losses or claims.
  
- 11.4 Subject to clause 11.1 above:
  - 11.4:1 the Company shall be discharged of all liability to which these conditions apply unless (without extending statutory limitation) proceedings are begun and served within twelve (12) months after the Customer became aware (or should reasonably have become aware) of the facts giving rise to such liability;
  - 11.4:2 the Company's liability in connection with the Goods shall in no circumstances exceed their invoice price.
  
- 11.5 Any claim by the Customer or acceptance of liability by the Company in respect of any particular Goods shall not entitle the Customer to reject or refuse to pay for any other Goods comprised in the same or any other Contract.
  
- 11.6 The Customer's acceptance of delivery of the Goods shall be conclusive evidence that the Consumer has examined the Goods and found them to be complete, in accordance with the description on the Sales Order or as agreed in writing between the parties, in good order and condition and fit for the purpose (if any) for which they were supplied.
  
- 11.7 The Company accepts no responsibility for loss or damage to machines, Machinery, vehicles or their contents whilst on the Company's premises or in charge of its employees howsoever caused at any time.

### **indemnification**

12. The Customer shall be responsible for and shall indemnify and hold harmless the Company against any and all claims, proceedings, costs, damages, liabilities and expenses incurred or suffered by the Company arising from:
- 12.1 any instructions, data, drawings, specifications, tooling, equipment, materials (including "free-issue" items), services or other items supplied by or on behalf of the Customer to the Company or from any failure to supply the same or any inaccuracy, insufficiency or default in them or from any infringement or alleged infringement of the rights of any third party resulting from the Company's use of any of the foregoing items;
- 12.2 the Customer's use or possession of the Goods and against all claims, loss, damage and expense whatsoever arising from any proceedings or otherwise on account of any personal injury to or death of any third party or damage to property occasioned by the Goods.

### **termination or suspension**

13. If the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company, is unable to pay its debts in the ordinary course of its business, has a receiver, manager, administrator, administrative receiver or trustee in bankruptcy (as the case may be) appointed for all or any part of its undertaking, assets or income, has a resolution passed or a petition presented to any court for its winding up (compulsorily or voluntarily), enters into any composition or arrangement with its creditors (whether formal or informal), has any distraint or execution levied on any of its assets, suffers any action similar to any of the foregoing in any jurisdiction or ceases to trade or the Company bona fide believes that any of the foregoing matters may occur, then, in any such event, the Company shall, without prejudice to any other remedy, be entitled, at its discretion, without liability to the Customer, by giving the Customer written notice at any time or times, to suspend its performance of or (whether or not such performance has previously been suspended) terminate such Contract.

### **force majeure**

14. The Company shall not be liable for any delay or other failure to perform the whole or any part of the Contract resulting from any cause whatsoever beyond the Company's control existing at the date of the Contract or arising thereafter (including but not limited to fire, explosion, breakdown or failure of plant or machinery, lack or failure of transportation facilities, fuel supplies, supply of labour, materials, power or supplies, strike, lockout or labour dispute (whether or not at the Company's works), illness, epidemic, flood, drought, war, civil commotion, or restriction of any authority or governmental agency) and the time for performance shall be extended by the period of any such delay.

### **severability**

15. If any provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate the remaining provisions of the Agreement.

### **Contracts (Rights of Third Parties) Act 1999**

16. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any term of this Agreement. This clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Data Protection Act 1998**

17. The Customer authorises the Company and any finance company used to purchase any Goods, Machinery, Parts or Service to carry out checks (including enquiries relating to directors and other individuals) with credit reference agencies and to disclose such information to one another. The Customer further acknowledges that the agencies concerned may keep and share information supplied to them with other businesses in assessing applications for credit and/or fraud prevention.

### **general**

- 18.1 Work on any materials (including "free-issue" items) supplied by the Customer is carried out by the Company on the express understanding that the Company accepts no responsibility for any distortion, faults, errors or defects which arise during or as a result of the work from any cause whatsoever including any mistake or negligence on the part of the Company except that subject to the availability of capacity and facilities the Company will endeavour to correct or re-perform any such work at the Customer's expense and risk.
- 18.2 The acceptance of any cancellation for the Contract requested by the Customer shall be at the Company's discretion and take effect only when written confirmation of such acceptance has been given by a director of the Company or the Company Secretary of the Company.
- 18.3 Any specifications, drawings, particulars of weights and dimensions and other technical information contained in the Company's quotations, catalogues, price lists, advertisements or elsewhere are approximate only and intended merely to present a general idea of the Goods and (unless otherwise agreed in writing by the Company) are not to form part of the Contract. The Company reserves the right to discontinue the sale of particular products or alter their designs and specifications without notice and to deliver Goods conforming to the altered design or specification in fulfilment of any Contract. No Contract shall constitute a sale by sample notwithstanding that any products may have been exhibited to or inspected by the Customer.
- 18.4 Any performance figures given by the Company are based upon details provided by manufacturers or experience, trials or testing but unless expressly agreed in writing by a director or the Company Secretary of the Company no liability is accepted if such performance figures are not achieved.
- 18.5 The Company shall have no liability for any advice, opinion or information furnished by the Company, its servants or agents unless given in writing by a person authorised in writing by a director of the Company or the Company Secretary to give the same, in response to a written request by the Customer referring to the Contract.
- 18.6 All drawings, designs or other data (whether or not patentable or patented) and all rights therein (including copyright and design rights) and all materials, tools, patterns or other items prepared or made available by the Company for the Contract shall, unless otherwise agreed by the





Company, be and remain the Company's property and the Customer shall not copy or reproduce the same in whole or in part in any form or allow others to do so.

- 18.7 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement at the Customer's cost, or (at the Company's cost) which do not materially affect the nature or quality of the Services.
- 18.8 The Company may at its discretion sub-contract all or any of its obligations under the Contract but the Contract shall not be assigned by the Customer without the Company's prior written consent.
- 18.9 The Company shall have a lien on any goods (including materials supplied by the Customer on which the Company has carried out or is to carry out work) in the Company's possession for all sums due at any time from the Customer on any account and shall be entitled to keep possession of or at its option sell or dispose of the same as agent for and at the expense of the Customer and apply any proceeds in and towards the payment of such sums on twenty eight (28) days written notice to the Customer.
- 18.10 No time or other indulgence granted by the Company to the Customer shall affect or prejudice the rights of the Company or the obligations or liabilities of the Customer hereunder nor shall any waiver by the Company of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

### **law, jurisdiction and construction**

- 19.1 The Contract shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters relating to the Contract except to the extent the Company invokes the jurisdiction of the courts of any other country.
- 19.2 The headings of conditions are for convenience of reference only and shall not affect their interpretation.

### **notices**

- 20.1 In this clause "Business Day" shall mean a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.
- 20.2 Any notice to be given under the Contract shall be in writing and shall be served:
- 20.2:1 on the Company if delivered by hand or sent by pre-paid registered or recorded delivery post to its registered office from time to time or if sent by email to [[notices@gunn-jcb.co.uk](mailto:notices@gunn-jcb.co.uk)] and
- 20.2:2 on the Customer if delivered by hand or sent by pre-paid registered or recorded delivery post to its business address last notified in writing to the Company or if sent by email to the email address last notified in writing to the Company.
- 20.3 Any such notice shall be deemed to have been received:
- 20.3.1 if delivered by hand, at the time of delivery;
- 20.3.2 in the case of registered or recorded delivery post, 2 Business Days from the date of posting; and
- 20.3.3 in the case of email, at the time of sending.



## Conditions of Sale

Provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

Gunn JCB Limited

company number: 527818

registered office: Atlantic Street Works, Broadheath, Altrincham, Cheshire, WA14 5DN

issued 1 November 2013

### annex

- 1 In this annex, the following words and expressions mean:
- |                           |   |
|---------------------------|---|
| "Manufacturer's Warranty" | any written warranty from time to time given by the Manufacturer in relation to JCB Products  |
| "JCB Dealer"              | a person, persons or corporate body who has entered into an agreement with JCB in relation to JCB Products including, without limitation the Company  |
| "JCB Machines"            | machines which has been manufactured by the Manufacturer  |
| "JCB Parts"               | parts, equipment and ancillary products for use with or repair of JCB Machines marketed by JCB  |
| "JCB Products"            | new and unused JCB Machines and JCB Parts   |
| "JCB"                     | where the context so admits JCB Sales Limited and/or J C Bamford Excavators Limited and/or JCB Service and/or JCB Earthmovers Limited and/or JCB Materials Handling Limited and/or JCB Heavy Products Limited and/or JCB Compact Products Limited and/or JCB Landpower Limited and/or JCB Vibromax GmbH |
| "the Manufacturer"        | the JCB company which manufactured the JCB Product  |
- 2 The Manufacturer undertakes as its sole warranty to make good by repair or replacement (at its option) carried out by a duly appointed JCB Dealer, free of all charge, any defects in JCB Products arising in the Manufacturer's opinion from faulty materials or workmanship which shall become apparent within a period of one year in the case of JCB Machines and 90 days (or other period stipulated by the Manufacturer) in the case of replacement JCB Parts, from the date of receipt by the customer of the JCB Product concerned, subject to the provisions of paragraph 3 below.
- 3 The above sole warranty is subject to the following conditions:
- 3.1 the Manufacturer's Warranty does not extend to failures, defects or damage attributable to wear and tear, improper adjustment, neglect, misuse, alteration of specification or accident;
- 3.2 all defective JCB Parts must be returned by the JCB Dealer immediately together with full particulars of the defect, the JCB Machine number, the hours worked and the date the JCB Machine was supplied;
- 3.3 the Manufacturer's Warranty does not extend to proprietary or other components not of its manufacture but it will so far as possible pass on the benefits of any guarantee given by the manufacturer thereof in respect of such components;
- 3.4 in the event of the rejection by the Manufacturer of any claim the JCB Part or JCB Parts returned will be destroyed unless specific instructions to the contrary were given when the JCB Part or JCB Parts were returned;



## Conditions of Sale

- 3.5 no claim will be considered if other than genuine JCB Parts or lubricants manufactured or supplied by the Manufacturer or to its order and listed in its catalogue are used during or in relation to any work carried out under the Manufacturer's Warranty;
- 3.6 the Manufacturer's Warranty shall be construed as strictly limited in its application to new JCB Products;
- 3.6 the Manufacturer accepts no responsibility for any loss or damage (whether by fire or accident) of any kind to any JCB Products returned to it under the terms of the Manufacturer's Warranty, nor does the Manufacturer, accept responsibility for any loss or damage occurring to such JCB Products whilst on its premises;
- 3.7 the Manufacturer's Warranty shall cease to have effect if the number or name plate or other numbers or marks affixed to any JCB Products are removed, defaced, altered or tampered with.

**End of Document**

**STATUS DISCLOSURE FORM**  
**FINANCING YOUR PURCHASE – FREQUENTLY ASKED QUESTIONS**

**Who are we?**

Name:

Registered:

Telephone:

**What can we do to help finance your purchase?**

We do not and cannot operate as your agent however, we can introduce you to JCB Finance Ltd who may be able to finance your purchase; they are our preferred supplier of finance facilities.

**Are we able to help you finance your purchase?**

We are authorised and regulated by the Financial Conduct Authority (FCA).

Our FCA Reference Number:

Our permitted business is: Consumer Credit, Debt Counselling

You can check this on the Financial Services Register by visiting the FCA website at [www.fca.org.uk](http://www.fca.org.uk), we are listed as a consumer credit firm.

**Do you have to pay for our help?**

No, you make no payment to us. We receive a commission from JCB Finance which is a tiered flat fee that is based on the value of the finance agreement and the method of quotation. These payments are not additional fees that you will have to pay and do not affect the amount you pay under your finance agreement.

**Can we give independent financial advice and/or debt advice?**

No, we are neither an independent financial adviser nor an independent debt adviser and so are unable to provide you with independent financial advice or independent debt advice on the management of your debts.

Any opinion and/or statements we provide will be in relation to JCB Finance credit products only, they are given on our own behalf and JCB Finance Ltd have no liability whatsoever for such opinion or statement.

**What can you do if you wish to complain about our services?**

If you wish to make a complaint, please contact us in the first instance by writing to us at:

[Redacted contact information]



## Gunn JCB Limited PRIVACY POLICY

**GUNN JCB LTD** is committed to protecting your personal information and complying with all applicable legislation in relation to data protection. This policy describes how we collect, use and disclose your personal information.

This policy applies to any personal information about you that you provide to Gunn JCB Ltd or which is provided to Gunn JCB Ltd by third parties.

The data controller in respect of personal information processed under this policy is Gunn JCB Ltd (a company incorporated in England with company number 527818 whose registered office is at Atlantic Street, Broadheath, Altrincham, Cheshire WA14 5DN

We have a Data Protection Officer who you can contact via email [DPO@gunn-jcb.co.uk](mailto:DPO@gunn-jcb.co.uk) should you have any comments or queries in relation to this policy or Gunn JCB Ltd use of your personal information.

### WHY DO WE COLLECT PERSONAL INFORMATION ABOUT YOU?

Gunn JCB Ltd collects personal information about you to provide you with our products and services and to improve and develop these for the future.

### WHAT PERSONAL INFORMATION DO WE COLLECT?

Gunn JCB Ltd collects the following types of personal information from you:

- Name
- Date of Birth
- Address and address history
- Contact details such as email address and telephone numbers
- Financial information and credit history
- Employment details
- Identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address
- Vehicle and/or machine registration and identification numbers
- Telematics information about the location of your vehicle and/or machine

### HOW DO WE RECEIVE PERSONAL INFORMATION ABOUT YOU?

Gunn JCB Ltd receives personal information about you:

- When you contact us directly, visit our website [www.gunn-jcb.com](http://www.gunn-jcb.com), or use our social media channels, whether to apply for one of our products or services or to make an enquiry or other request.
- Gunn JCB Ltd is an approved dealer of J C Bamford Excavators (JCB). If you approach JCB they will provide us with your personal data based upon the machine specification and your geographical location.
- From our other group companies and our carefully selected business partners who provide products and services, such as introducing brokers, fraud prevention or credit reference agencies or trade bodies.

## HOW DO WE USE PERSONAL INFORMATION ABOUT YOU?

Gunn JCB Ltd may use your personal information for the following purposes:

- To verify your identity and to identify you when you contact us.
- As a precursor to entering into or fulfilling a contractual obligation.
- To make decisions on credit, insurance and other facilities, about you, your financial associate(s), members of your household or your business.
- To help to prevent fraud and money laundering
- To help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future.
- Recover debts that you owe and trace your whereabouts.
- To carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical information using data provided by you.
- To carry out statistical analysis to help with decisions about account management.
- To contact you for marketing purposes relating to products and services that we think will be of potential interest to you.

Any personal data provided to third parties for the purpose of financing will be processed in accordance with their Privacy Policy. Please refer to the Privacy Policy of the financial organisation for details on how your personal data is processed.

We retain the right, to access, view and interrogate JCB Livelink or any successor telematics system operating on JCB Products that have been supplied by us. We may use this system to verify the location, mode of operation, service history or/any other information held on the system regarding operation and/or performance of such JCB Products.

## WHO DO WE PROVIDE THIS PERSONAL INFORMATION TO?

Gunn JCB Ltd will provide your personal information to:

- The JCB group if you are acquiring or are interested in acquiring JCB Products.
- Affiliated manufacturers if you are acquiring or are interested in acquiring their products.
- Financial services providers, such as our preferred supplier of finance facilities JCB Finance Ltd.
- Trade bodies and credit reference agencies
- Marketing providers.
- Third party debt collection agencies, insolvency practitioners and legal advisors.
- JCB Finance Ltd who provide machinery quotation software to us.
- Our service providers who perform services on our behalf, such as banking services and data management firms.
- Credit risk management partners.
- Transport companies.
- Specialist 3<sup>rd</sup> party product servicing providers.

## WHAT WILL GUNN JCB LTD DO WHEN YOU APPLY FOR OUR PRODUCTS OR SERVICES?

### CREDIT RECORDS – CREDIT REFERENCE AGENCIES

In considering your applications we will search your credit record together with the record of any partners, other officers or beneficial owners at the credit reference and fraud prevention agencies, along with the record of your business. Information held about you, any partners, other officers or beneficial owners, by the credit reference agencies may already be linked to others with whom you have a joint account or similar financial association. All parties' information may be taken into account when considering applications so you should make sure you discuss this with them, **and share with them this information, before lodging the application.**

Whether or not your application for credit is successful, the credit reference agency will place a record of our search on your credit file. This record (but not our name) will be seen by other organisations when you apply for credit in the future. A large number of applications within a short period of time could affect your ability to obtain credit.

Whether or not your applications proceed, the credit reference agencies will link your records and those of your financial associate(s), including any previous and/or subsequent names. These links will remain on your and their files until you or they tell the agency you are no longer financially linked and the agency accepts this.

The agencies may supply us with credit information, such as previous applications, the conduct of accounts in your and your financial associate's name, any business accounts you have, fraud prevention information and public information such as County Court Judgments, bankruptcies and the Electoral Register.

The identity of the credit reference agencies, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your rights with the credit reference agencies are explained in more detail at <https://www.equifax.co.uk/crain.html>.

When we, credit reference and fraud prevention agencies process personal data, we do so on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the products or services you have requested.

### WHERE WE STORE YOUR INFORMATION

All personal information we have about you is stored on secure servers operated by Gunn JCB Ltd or its ISO27001 accredited third party service providers.

### HOW LONG WILL WE KEEP PERSONAL INFORMATION ABOUT YOU?

Gunn JCB Ltd will keep a copy of your personal information for as long as we have a contractual relationship with you, or from the point of a machine or product purchase, and for a period of 7 years thereafter. For personal information which is not linked to a machine purchase we will keep this for a period of 7 years from the date of the record. All SalesMaster quotes will be kept for 12 months from the point of quote.

We may keep your data for longer periods if we cannot delete it for legal, regulatory or technical reasons. Maintaining your personal information for these periods allows us to keep accurate records for our legal obligations and to handle any future complaints.



## DATA TRANSFERS

Gunn JCB Ltd does not transfer your data outside the European Economic Area (EEA). Whenever fraud prevention agencies transfer your personal data outside of the EEA, they impose contractual obligations on the recipients of that information to protect it to the standard required in the EEA.

## COOKIES

For detailed information on the cookies we use and the purposes for which we use them see the Gunn JCB Ltd Cookie Policy on our website.

## YOUR RIGHTS

You have the following rights in connection with your personal information processed by Gunn JCB Ltd:

- **ACCESS** – you can request access to your personal information and further details about how your personal information is handled by Gunn JCB Ltd.
- **OBJECT** – you have the right to object to our processing of your personal information for direct marketing purposes.
- **RECTIFICATION** – you can request rectification of any incorrect personal data held about you.
- **ERASURE** – you can request erasure of any personal data where the processing is based on explicit consent.

You have a right at any time to opt-out or withdraw consent of receiving marketing from us and/or to amend the delivery method we use. We will only use your personal information to send you marketing messages where we have your consent to market to you. In some cases we may market to you by electronic means (e.g. by email or text) where we have provided you with goods and services and would like to give you information about similar goods and services on the basis that we have a legitimate interest to market such goods and services to you where we think you would be interested in hearing about them. We will not do this if you have asked not to be contacted, e.g. where you have not consented or otherwise have opted out of marketing.

To manage your rights and delivery preferences please follow the instructions in our marketing communications, enquiry forms or write to us at:

Post: Marketing Department, Gunn JCB Ltd, Atlantic Street, Broadheath, Altrincham, Cheshire WA14 5DN  
Email: [enquiries@gunn-jcb.co.uk](mailto:enquiries@gunn-jcb.co.uk)

You can also opt-out from us passing your information to the other businesses listed above.

You can exercise any of these rights at any time by contacting us contacting our Data Protection Officer using the contact details provided above.

If you are concerned or have questions about how Gunn JCB Ltd handles your personal data, please contact us and we will do our best to assist you. Please note that you have the right to lodge a complaint with the UK Information Commissioner's Office (or any other appropriate supervisory authority), which may be accessed through the following link <https://ico.org.uk/concerns/>.

## CHANGES TO OUR PRIVACY POLICY

Gunn JCB Ltd reserve the right to revise this privacy policy or any part of it from time to time. Please check back frequently to see any updates or changes to our privacy policy.


Good to speak to you earlier.

As mentioned, we are the national rental partner for the JCB Pothole Pro, this essentially helps customers to use the Pothole Pro without having to raise the monies to purchase the expensive unique machine.

I have attached a small presentation on the PHP for you to view. I would like to add that a lot of council we are talking to view the PHP as just a machine to cut, crop and clean potholes, however this isn't just the case, take the attachments off and it turns into a wheeled excavator, so can be used I various applications all year round.

We offer the machine on a contract hire basis, so basically, we look after the maintenance of the PHP plus breakdown etc., the only items on the machine are the picks in the planer and sweeper brushes.

Prices for the machine over various terms are:

<b>JCB POT HOLE PRO</b>	3-6 months		
	6-12 months		
	1 Years		
	3 Years		
	5 Years		

Price above are per week and a collection and delivery charge also applies.

We provide full training for 2 operators on the Pothole Pro this is included within the weekly figure. The operator does require a A59 wheel excavator above 10 tonne CPCS training ticket (Blue ticket) if you were to have the machine for 12 months or longer, I will certainly help with the costs on this should your operators not have this.

If you require me to come along a present the PHP to your team I am more than happy to do this, I would also look a putting a demonstration together to show your team and councillors.

Kind Regards

Dawsongroup | emc



**National Contract Hire Partner**

**JCB POTHOLEPRO**  
HYDRADIG

# JCB Pothole Pro



# Pothole Pro

- JCB Pothole Pro is a unique 3 in 1 solution specifically designed to sort out any pothole repair or large reinstatement operations, efficiently and permanently.
- A typical pothole can be repaired in 8 minute
- Up to 250m2 area in a day

# Unrivalled Safety

- Unhampered 360-degree visibility
- 4-wheeled steer for excellent manoeuvrability
- Eliminate manual working & Hand-Arm Vibration Syndrome (HAVAS)





## CUT from the comfort of the cab

- 600mm planer with hydraulic depth control, improves operator accuracy and performance
- Side shifting planer can plane against the roadside curb
- Self-levelling provides consistency, regardless of the gradient



## **CROP from the comfort of the cab**

- Dedicated 400mm cropping tool provides a uniform hole profile that lasts
- 360-degree rotator
- Crop and repair around ironworks



## Sweep from the comfort of the cab

- 1200mm wide sweeper collector with dust suppression
- Collect and dump chippings with ease
- Eliminate used material contamination for recycling





EXPLAINING  EXPERIENCE  COMPETENCE DEVELOPMENT IMPROVEMENT SUPPORT

# TRAINING

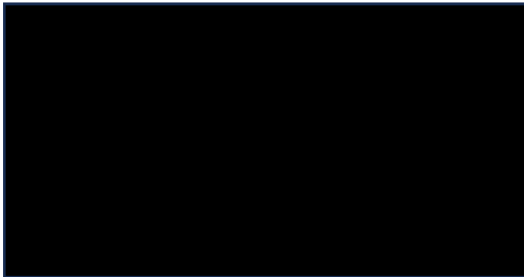
LEARNING  KNOWLEDGE GOALS PROFESSIONAL SKILL  EDUCATION

IMPROVEMENT  RESULT  PRACTICE  



**Not only a Pothole Pro**

July 15, 2022



Re: Historical Emissions Analysis for Pothole Pro Nov 2021 – June 2022

Dear [REDACTED]

As previously discussed, [REDACTED] have made significant savings in the time it takes to repair potholes saving 690 days in 8 months compared to the traditional method of fixing potholes. In our analysis of the data and applying the carbon factors for the materials and the equipment in use we have calculated that the Pothole Pro has saved 25.5 tonnes of CO<sub>2</sub>e emissions in this period. If we extrapolate the day for the full year – this is an annual saving of 38 tCO<sub>2</sub>e which is the equivalent to the carbon sequestered by 574 tree saplings over a 10 year period.

This document outlines the method used for calculating the results retrospectively and we propose this method is configured in your current version of Confirm to measure time and materials accurately in the field and providing reports data in real-time without manipulation or re-work. We will support the review of the data and help with greater planning to provide year-on-year savings in carbon, allowing Stoke to demonstrate emissions have halved through the use of the pothole pro by 2030.

The next section of this document will outline the method. We used the 'Pothole Pro Scheme List' spreadsheet provided on 1 July 2022. For both traditional and pothole pro we have assumed the same quantity of material used. We applied the carbon figure from ICE database for SMA 6mm (0.0431/tCO<sub>2</sub>e) and multiplied by the Estimated Tarmac (Tonne) figure. The vehicle and