

Costello Plant Hire - Operated Plant Hire Terms & Conditions

These Terms & Conditions apply where plant, machinery or equipment is supplied by Costello Plant Hire with an operator.

1. Definitions

In these Terms:

“Costello”, “we”, “us” or “our” means Costello Plant Hire & Groundworks / JG Costello Limited.

“Customer”, “you” or “your” means the person, business or organisation hiring the Plant.

“Plant” means any machine, attachment, equipment, tool, trailer, dumper, roller, excavator or other item supplied by us.

“Operator” means a person supplied by us to operate the Plant.

“Site” means the address or location where the Plant is to be delivered, used or collected.

“Hire Period” means the period agreed between us and the Customer.

“Charges” means all hire charges, operator charges, delivery and collection charges, insurance or risk charges, fuel charges, waiting time, damage charges and any other agreed charges.

2. Basis of Hire

Plant supplied with an Operator is supplied as operated plant hire only.

The Operator remains under the employment and control of Costello. However, the Customer is responsible for giving clear instructions on the work required, the working area, access, ground conditions and any hazards on Site.

The Plant must only be used at the agreed Site unless we agree otherwise in writing.

3. Quotations and Acceptance

All quotations are valid for 30 days unless stated otherwise.

A booking is not confirmed until accepted by us and, where required, payment or deposit has been received.

Any additional works, waiting time, changes in Site conditions, extra moves, extra attachments, extended hire periods or delays outside our control may be charged in addition to the original quote.

4. Site Access and Conditions

The Customer must ensure there is safe and suitable access for delivery, unloading, operation and collection of the Plant.

Before hire starts, the Customer must tell us about:

- Width restrictions.
- Low bridges.
- Weak surfaces.
- Soft ground.
- Steep slopes.
- Overhead cables.

- Parking restrictions.
- Site rules.
- Restricted working hours.
- Neighbouring properties or sensitive areas.
- Any access limitations for a lorry, trailer, machine or delivery vehicle.
- The exact place to unload and collect the Plant.

We are not responsible for delays, failed delivery, additional haulage, waiting time or inability to complete works where the Site is unsuitable or where accurate information has not been provided.

If delivery or collection cannot be completed due to poor access, unsafe conditions, blocked access, unsuitable unloading area or incorrect information, the Customer may still be charged.

5. Underground Services and Hidden Hazards

The Customer is responsible for identifying and clearly marking all underground services and hidden hazards before work starts.

This includes, but is not limited to:

- Electric cables.
- Gas pipes.
- Water pipes.
- Drainage pipes.
- Telecoms.
- Oil pipes.
- Septic tanks.
- Manholes and chambers.
- Soakaways.
- Tree roots.
- Old foundations.
- Any other underground structure or obstruction.

Unless specifically agreed in writing, Costello does not carry out utility surveys, CAT scans, trial holes or service tracing.

We are not responsible for damage to underground services or hidden hazards where their location, depth, route or condition was not clearly disclosed to us before work began.

6. Operation of Plant

The Plant may only be operated by our Operator unless we agree otherwise in writing.

The Customer must not instruct the Operator to carry out unsafe work or work outside the Plant's capability.

The Operator may refuse to carry out any task they reasonably consider unsafe, unsuitable, unlawful, beyond the capacity of the Plant or likely to cause damage.

The Operator's responsibility is generally limited to operating the Plant. Site supervision, setting out, service location, traffic management and overall project management remain the Customer's responsibility unless agreed otherwise in writing.

7. Working Hours

Unless agreed otherwise, standard operated hire hours are:

Monday to Friday: 8:00am - 4:30pm

This includes a reasonable break period.

Weekend, evening, overtime or out-of-hours work may be charged at an additional rate.

8. Customer Responsibilities During Operated Hire

The Customer is responsible for:

- Providing safe access to and from the Site.
- Ensuring the working area is safe.
- Providing clear instructions to the Operator.
- Ensuring any required permissions are in place.
- Keeping children, pets, the public and unauthorised persons away from the working area.
- Protecting nearby property, vehicles, buildings, surfaces, landscaping, fences and structures.
- Informing us of fragile surfaces, weak ground, slabs, driveways, patios, cellars, basements, drains or other vulnerable areas.

The Customer must not ask the Operator to use the Plant in a way that is unsafe, illegal or likely to damage the Plant, Site or third-party property.

9. Fuel

Unless agreed otherwise, fuel used during operated hire may be charged in addition to the hire charge.

Where Plant is supplied with fuel and further fuel is needed during the Hire Period, this will be charged to the Customer unless stated otherwise.

10. Damage to Site or Property

The Customer accepts that plant and machinery can mark, track, rut, crack or damage surfaces, especially on soft ground, lawns, block paving, tarmac, concrete, slabs, resin, gravel, drainage covers, kerbs or weak ground.

We are not responsible for damage caused by:

- Unsuitable or weak ground.
- Hidden defects.
- Underground services.
- Fragile surfaces.
- Incorrect instructions.
- Inaccurate information supplied by the Customer.
- Access routes not suitable for the Plant.
- Ground conditions outside our control.
- The Customer requesting work to continue despite risk.

11. Accidents, Damage and Incidents

The Customer must notify us immediately of any accident, damage, breakdown, defect, theft, loss, injury or incident involving the Plant, Operator or Site.

The Customer must not attempt to repair, move or interfere with the Plant without our permission.

If Plant is damaged due to the Customer's negligence, unsafe Site conditions, incorrect instructions, third-party interference or circumstances outside the Operator's control, the Customer may be responsible for repair costs, recovery costs, loss of hire and associated charges.

12. Delivery, Collection and Waiting Time

Delivery and collection charges apply unless stated otherwise.

The Customer must provide accurate delivery and collection details.

If we are delayed due to access issues, blocked roads, lack of contact, unsafe unloading areas, waiting for others on Site or incorrect information, waiting time may be charged.

If Plant has to be moved between Sites or relocated during the Hire Period, this may be charged separately.

13. Payment

Payment terms will be stated on the quotation or invoice.

Unless agreed otherwise:

- Operated hire is payable as agreed before work starts, daily, weekly or as stated on the quotation.
- Delivery, collection, fuel, insurance or risk charges, attachments and additional charges are payable as invoiced.
- Any additional works, waiting time, fuel, damage, cleaning or extra hire may be charged separately.

We reserve the right to pause or end hire if payment is not made when due.

Late payments may incur interest, recovery costs and late payment charges where legally permitted.

14. Cancellation

Cancellation charges may apply where Plant, transport or Operators have been booked.

If cancellation is made at short notice, or after Plant has been dispatched, delivery and collection costs, waiting time or lost hire may be charged.

Weather delays, unsafe Site conditions or lack of access may still be chargeable where we have attended Site.

15. Insurance and Risk

Where applicable, insurance or risk-related charges will be stated on the quotation.

The Customer is responsible for checking whether they require their own insurance, including hired-in plant insurance, public liability insurance, contract works insurance or any other cover.

If the Customer does not have suitable insurance, Costello may still agree to supply operated Plant at its discretion, subject to an additional fee, waiver, deposit or other charge.

Payment of any additional fee, waiver, deposit or charge does not make Costello liable for loss, theft, damage, misuse, negligence, uninsured losses, insurance excesses, recovery costs, repair costs, replacement costs, loss of hire or any other costs arising during the Hire Period.

For the avoidance of doubt, any additional fee charged by Costello is not confirmation that the Customer is fully insured and does not remove the Customer's liability under these Terms.

16. Termination of Hire

We may terminate hire immediately if:

- Payment is not made.
- The Site is unsafe.
- The Plant is being misused.
- The Customer breaches these Terms.
- We believe the Plant, Operator or others are at risk.
- Access or Site conditions make the hire unsuitable.
- The Customer provides false or misleading information.

On termination, the Customer must allow us immediate access to recover the Plant.

17. Liability

We will take reasonable care when supplying Plant and Operators.

However, we are not liable for losses caused by:

- Incorrect instructions from the Customer.
- Undisclosed underground services.
- Unsuitable access.
- Weak or fragile surfaces.
- Unsafe Site conditions.
- Third-party actions.
- Delay outside our control.
- Normal effects of machinery use.
- Ground conditions that were not reasonably visible or disclosed before work began.

We are not liable for indirect losses, loss of profit, loss of business, loss of opportunity or consequential loss.

Nothing in these Terms excludes liability where it cannot legally be excluded.

18. General

These Terms apply together with the quotation, invoice and any written agreement between Costello and the Customer.

If any part of these Terms is found to be invalid, the rest will still apply.

No variation to these Terms will apply unless agreed by Costello in writing.

These Terms are governed by the laws of England and Wales.

19. Acceptance

By accepting a quotation, booking Plant, allowing Plant onto Site or instructing our Operator to begin work, the Customer confirms that they accept these Terms & Conditions.