

Costello Plant Hire - Self-Drive Plant Hire Terms & Conditions

These Terms & Conditions apply where plant, machinery, attachments or equipment are supplied by Costello Plant Hire without 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, bucket, breaker or other item supplied by us.

“Attachments” means any buckets, breakers, grabs, augers, forks, ramps, trailers, hydraulic attachments or other accessories supplied with or separately from the Plant.

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

“Hire Period” means the agreed period of hire.

“Charges” means all hire charges, delivery and collection charges, insurance or risk charges, fuel charges, cleaning charges, damage charges, recovery charges, loss of hire and any other agreed charges.

2. Basis of Hire

Plant supplied without an Operator is supplied as self-drive hire.

The Customer is responsible for the safe use, security, storage, operation and return of the Plant and any Attachments for the full Hire Period.

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

The Customer must not sell, lend, sub-hire, re-hire, move, transfer or allow another party to take possession of the Plant or Attachments without our written permission.

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, deposit or proof of insurance has been received.

Any additional hire, attachments, transport, insurance or risk fees, fuel, cleaning, damage, waiting time, recovery or loss of hire may be charged in addition to the original quote.

4. Competence and Safe Use

The Customer must ensure that anyone operating the Plant is competent, trained and physically fit to do so.

The Customer is responsible for ensuring the Plant and Attachments are used safely and in accordance with:

- The law.
- Manufacturer guidance.
- Site rules.

- Industry best practice.
- Any instructions given by Costello.

The Plant must not be used:

- Beyond its rated capacity.
- On unsafe ground.
- On excessive slopes.
- For lifting people.
- Near live services unless properly controlled.
- In a way that is unsafe, reckless or likely to cause damage.
- While under the influence of alcohol, drugs or anything affecting safe operation.

5. 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.
- Underground services.
- Restricted parking.
- Loading or unloading restrictions.
- Any issue that may make delivery, collection or operation difficult.

If delivery or collection fails because of poor access, unsafe conditions, blocked access, unsuitable unloading area or incorrect information, the Customer may still be charged.

6. Underground Services and Hidden Hazards

The Customer is responsible for identifying and clearly marking all underground services and hidden hazards before using the Plant.

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.

Costello is not responsible for damage caused to underground services, pipes, drains, cables, chambers, tanks, soakaways, roots, foundations or any hidden hazard.

7. Delivery and Collection

Delivery and collection charges apply unless stated otherwise.

The Customer must provide accurate Site details and be available, or ensure an authorised person is available, for delivery and collection.

At delivery, the Customer must check the Plant and Attachments and report any visible damage, fault, missing item or concern immediately.

If no issue is reported at delivery, the Plant and Attachments will be treated as having been supplied in good working order and condition.

8. Photos, Condition and Handover

At delivery and collection, Costello may record photos or videos of the Plant and Attachments, including:

- Exterior walk-around.
- Cab and interior.
- Buckets and attachments.
- Tracks, tyres and undercarriage.
- Fuel level.
- Hour meter.
- Warning lights or faults on the dash.
- Existing marks, damage or missing items.

These records may be used to confirm condition, fuel level, cleanliness, damage, missing items and return state.

9. Attachments and Accessories

Any Attachments supplied with the Plant are hired on the same basis as the Plant.

The Customer is responsible for all Attachments from delivery until collection.

The Customer is responsible for any loss, theft, damage, misuse, excessive wear, broken hoses, damaged pins, damaged bushes, broken teeth, damaged cutting edges, damaged breaker points, missing parts or any other issue affecting the Attachments during the Hire Period.

Attachments must only be used for their intended purpose and within their rated capacity.

Breakers and hydraulic attachments must be used correctly and must not be misused, dry-fired, overloaded, used on unsuitable material or operated in a way likely to cause damage.

All Attachments supplied must be returned with the Plant unless agreed otherwise.

Any missing, damaged or excessively worn Attachments may incur charges, including repair cost, replacement cost, recovery cost, transport cost and loss of hire.

10. Fuel

Plant must be returned with the same fuel level as supplied.

If Plant is supplied full, it must be returned full.

If Plant is supplied with any other fuel level, it must be returned with at least the same fuel level.

If Plant is returned with less fuel than supplied, Costello may charge for the missing fuel and refuelling time.

The Customer must only use the correct fuel for the Plant.

Incorrect fuel, contaminated fuel, dirty fuel, AdBlue misuse, running the Plant out of fuel or allowing air into the fuel system may result in additional charges, including call-out, repair, bleeding, recovery, cleaning, downtime and loss of hire.

11. Cleaning

Plant and Attachments must be returned in a reasonably clean condition.

If Plant or Attachments are returned excessively dirty, covered in clay, concrete, tarmac, resin, paint, waste or other material, cleaning charges may apply.

The Customer is responsible for ensuring radiators, tracks, undercarriages, buckets, attachments and key working areas are not allowed to become blocked, damaged or excessively worn through misuse or lack of basic care.

12. Damage, Loss and Theft

The Customer is responsible for the Plant and Attachments from delivery until collected by Costello or returned to Costello and accepted.

The Customer is responsible for all loss, theft, damage, vandalism, misuse, fire, flood, unauthorised use, damage during loading or unloading and damage caused by third parties during the Hire Period.

The Customer must notify Costello immediately if the Plant or any Attachment is damaged, lost, stolen, involved in an accident, develops a fault or becomes unsafe.

The Customer must not repair or attempt to repair the Plant or Attachments without Costello's permission.

The Customer may be charged for:

- Repair costs.
- Replacement costs.
- Recovery costs.
- Loss of hire.
- Damage assessment.
- Transport.
- Cleaning.
- Refuelling.
- Administration costs.
- Any uninsured losses.
- Any missing attachments, keys, buckets, tools, pins, hoses or accessories.

13. Security

The Customer must take reasonable steps to keep the Plant and Attachments secure.

When not in use, Plant must be immobilised, locked, secured and stored safely.

Keys must not be left in or near the Plant.

Attachments must be stored securely and must not be left where they can be stolen, damaged or used by unauthorised persons.

The Customer must not remove or interfere with tracking devices, immobilisers, security systems, locks, decals, plates or identification marks.

If the Plant or Attachments are stolen or damaged due to poor security, the Customer may be liable for the loss.

14. Insurance and No Hired-In Plant Cover

The Customer is responsible for ensuring suitable hired-in plant insurance is in place for the full replacement value of the Plant and Attachments during the Hire Period.

Where the Customer has their own hired-in plant insurance, Costello may request proof of insurance before hire.

Where the Customer does not have hired-in plant insurance, Costello may still agree to supply Plant at its discretion, subject to an additional hire risk fee, waiver fee, 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, the Customer remains responsible for the Plant and Attachments from delivery until collection. 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.

Costello may refuse hire, require proof of insurance, request a deposit, apply an additional fee or cancel the hire where suitable insurance or security arrangements are not in place.

15. Breakdowns, Faults and Defects

The Customer must notify Costello immediately of any breakdown, defect, warning light, leak, damage, fault or unsafe condition.

The Customer must stop using the Plant or Attachment until Costello confirms it is safe to continue.

Costello will aim to repair, replace or recover faulty Plant as soon as reasonably possible.

Costello is not responsible for downtime, delay, lost profit, loss of business or consequential loss.

The Customer may be charged where breakdown or damage is caused by misuse, negligence, lack of fuel, wrong fuel, contaminated fuel, blocked radiators, impact damage, lack of basic care or breach of these Terms.

16. Off-Hire and Return

Hire continues until the Plant and all Attachments are collected by Costello or returned to Costello and accepted.

The Customer must make the Plant and Attachments available for collection at the agreed time and location.

If the Plant or Attachments are not ready, not accessible, unsafe to collect, still in use, blocked in or not at the agreed Site, additional hire, waiting time or transport charges may apply.

All Plant and Attachments must be returned in the same condition as supplied, fair wear and tear excepted.

17. Payment

Payment terms will be stated on the quotation or invoice.

Unless agreed otherwise, self-drive hire must be paid before or upon delivery.

Additional charges may apply for:

- Delivery and collection.

- Extra hire days.
- Attachments.
- Insurance or hire risk fees.
- Fuel.
- Cleaning.
- Damage.
- Loss or theft.
- Waiting time.
- Recovery.
- Failed delivery or collection.
- Site moves.
- Missing items or accessories.

Costello reserves the right to refuse delivery, pause hire, collect Plant or terminate hire where payment is not made when due.

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

18. Cancellation

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

If cancellation is made at short notice or after dispatch, the Customer may be charged for delivery, collection, waiting time or lost hire.

19. Termination of Hire

Costello may terminate hire immediately if:

- Payment is not made.
- The Plant or Attachments are misused.
- The Plant or Attachments are moved from the agreed Site without permission.
- Costello believes the Plant or Attachments are at risk.
- Insurance or security arrangements are not satisfactory.
- The Customer breaches these Terms.
- False or misleading information has been provided.

On termination, the Customer must allow Costello immediate access to collect the Plant and Attachments.

20. Liability

Costello will take reasonable care to supply Plant and Attachments in good working order.

However, Costello is not liable for:

- Incorrect use.
- Lack of operator competence.
- Unsuitable ground.
- Poor access.
- Damage to underground services.
- Damage to hidden hazards.
- Delay outside our control.
- Damage caused by third parties.
- Loss of profit, business interruption or consequential loss.

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

21. 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.

22. Acceptance

By accepting a quotation, booking Plant, receiving Plant on Site, using the Plant or allowing others to use the Plant, the Customer confirms that they accept these Terms & Conditions.