

Costello Groundworks - Groundworks, Surfacing & Landscaping

Terms & Conditions

These Terms & Conditions apply to all groundworks, surfacing, landscaping, excavation, drainage, preparation, reinstatement and associated works carried out by JG Costello Limited.

1. Definitions

In these Terms:

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

“**Client**”, “**you**” or “**your**” means the person, business, organisation, property owner, tenant or authorised representative instructing the Works.

“**Works**” means the groundworks, surfacing, landscaping, excavation, drainage, preparation, installation, reinstatement or other works described in the quotation, estimate, invoice or written agreement.

“**Site**” means the property, land or location where the Works are to be carried out.

“**Quotation**” means the written quotation, estimate or proposal issued by us.

“**Contract Price**” means the agreed price for the Works, excluding any variations, additional works or unforeseen costs unless stated otherwise.

“**Variation**” means any change to the agreed Works, specification, design, quantity, programme, method, access, materials or Site conditions.

2. Scope of Works

We will carry out the Works in accordance with the quotation and agreed written scope.

Only items specifically included in the quotation are included in the price.

Any work not specifically listed in the quotation is excluded unless agreed in writing.

The Client is responsible for checking that the quotation includes all works, materials, finishes, dimensions and specifications they require before accepting.

Where drawings, measurements, photos, sketches or descriptions are used, these are for guidance only unless expressly stated as forming part of the agreed specification.

3. Quotation Validity

Unless stated otherwise, quotations are valid for 30 days from the date issued.

After this period, prices may be subject to change due to material costs, labour availability, plant costs, disposal costs, fuel costs, supplier increases or programme changes.

4. Acceptance of Quotation

Acceptance of a quotation, written instruction, payment of a deposit, allowing materials to be ordered or allowing works to start confirms acceptance of these Terms & Conditions.

Once accepted, the Client is responsible for payment in accordance with the agreed payment terms.

5. Variations and Additional Works

Any changes to the agreed scope, specification, design, quantities, levels, drainage, materials, finish, programme or access may result in additional costs.

Where reasonably practicable, variations will be priced and agreed before proceeding.

However, where urgent, necessary or unavoidable works are required to continue safely, prevent delay, prevent damage or deal with unexpected Site conditions, we may proceed and charge reasonable additional costs.

Variations may also affect the programme and completion date.

Examples of variations include, but are not limited to:

- Additional excavation.
- Extra waste removal.
- Additional sub-base or stone.
- Additional concrete, tarmac, resin, paving, edging or kerbs.
- Changes to levels, falls or drainage.
- Discovery of poor ground or unsuitable sub-base.
- Additional labour, plant or transport.
- Changes requested by the Client.
- Restricted access or changes to working method.
- Additional reinstatement or making good.
- Removal of unexpected obstructions.
- Additional visits caused by delay, access issues or changes requested by the Client.

6. Site Conditions

Quotations are based on visible and reasonably expected Site conditions at the time of pricing.

Unless specifically stated otherwise, the quotation assumes normal ground conditions, suitable access, suitable working space and no unforeseen obstructions.

Unexpected Site conditions may result in additional charges. This includes, but is not limited to:

- Poor ground.
- Soft ground.
- Unstable ground.
- Contaminated material.
- Excessive clay, water or made-up ground.
- Concrete, brick, rubble, roots, old foundations or buried obstructions.
- Inadequate existing sub-base.
- Hidden voids, drains, chambers or tanks.
- Unmarked services.
- Restricted access.
- Ground levels being different from expected.

We are not responsible for additional cost, delay or change in method caused by Site conditions that were not visible or disclosed before the quotation was accepted.

7. Access and Working Area

The Client must provide safe, clear and reasonable access to the Site and sufficient working space for labour, plant, machinery, deliveries, skips, grab lorries and materials.

The Client must tell us before works start about:

- Width restrictions.
- Height restrictions.
- Parking restrictions.
- Road restrictions.
- Weak driveways, slabs, paving or surfaces.
- Soft ground.
- Steep slopes.
- Restricted turning areas.
- Low walls, gates, fences, trees or overhead obstructions.
- Neighbouring property or shared access issues.
- Any special rules for the Site.

Delays, additional labour, smaller machinery, hand work, failed deliveries, waiting time, parking charges, permits or additional transport caused by restricted access may be chargeable.

8. Client Responsibilities

The Client is responsible for:

- Providing accurate information about the Site.
- Confirming ownership and permission to carry out the Works.
- Obtaining any necessary permissions, licences, party wall agreements, consents or approvals unless agreed otherwise in writing.
- Ensuring safe access and working space.
- Keeping children, pets, tenants, visitors and the public away from the working area.
- Informing neighbours where necessary.
- Moving vehicles, pots, furniture, ornaments, bins and personal items before works start.
- Advising us of underground services, hidden hazards and private drainage.
- Making payments on time.
- Inspecting completed stages when requested.
- Following any aftercare, curing or usage guidance provided.

If the Client fails to meet these responsibilities and this causes delay, additional work, damage, failed access or additional visits, extra charges may apply.

9. Underground Services and Hidden Hazards

The Client is responsible for identifying, locating and clearly marking all underground services and hidden hazards before works start.

This includes, but is not limited to:

- Electric cables.
- Gas pipes.
- Water pipes.
- Drainage pipes.
- Telecoms.
- Oil pipes.
- Irrigation systems.
- Septic tanks.
- Soakaways.
- Manholes and chambers.

- Private services.
- Old foundations.
- Tree roots.
- Cellars, basements or voids.
- Any other underground obstruction.

Where we carry out a utility search, LSBU search, CAT scan, trial hole or similar check, this is for indicative purposes only unless specifically agreed otherwise in writing.

Utility searches and scans cannot guarantee the location, depth, condition or existence of all services, especially private, unrecorded, incorrectly mapped, shallow or incorrectly installed services.

We accept no liability for damage to services or hidden hazards that are unmarked, incorrectly identified, not disclosed, not reasonably detectable or different from the information provided.

Any additional work required due to underground services, hidden hazards or obstructions may be chargeable.

10. Levels, Falls and Drainage

For surfacing, paving, landscaping and external works, finished levels and falls will be set to provide reasonable drainage in accordance with the agreed scope.

The Client accepts that drainage depends on Site conditions, existing levels, surrounding property, existing drainage capacity, ground permeability and weather conditions.

Unless specifically included in the quotation, the Works do not include new drainage systems, soakaways, attenuation, drainage calculations, CCTV surveys, connection approvals or upgrades to existing drainage.

Where existing levels, neighbouring land, thresholds, damp proof courses, existing drains or fixed structures restrict achievable falls, we will use reasonable skill and care but cannot guarantee complete removal of standing water unless a full drainage solution has been specified and installed.

Minor puddling, water retention or damp areas may occur, especially on flat sites, permeable surfaces, uneven existing sub-bases, gravel surfaces, natural stone, block paving, compacted areas or where the Client has chosen not to install recommended drainage.

11. Surfacing Works

Surfacing works may include tarmac, resin-bound, resin-bonded, gravel, shingle, concrete, block paving, slabs, Type 1 sub-base, edging, kerbs or other finishes.

The Client accepts that all surfacing materials have natural tolerances and may vary in appearance, texture, colour, finish and level.

Minor variations, surface texture differences, aggregate variation, weathering, settlement and changes in appearance over time are normal and do not automatically constitute a defect.

New surfaces may require curing, settling or bedding-in time. The Client must follow any guidance given regarding use after completion, including avoiding heavy loads, sharp turning, skips, jacks, oil leaks, static loads or vehicle turning during the initial period.

Damage caused by early use, heavy loads, vehicle turning, oil, fuel, chemicals, skips, point loads, poor existing ground, tree roots, settlement or misuse is not our responsibility.

12. Landscaping Works

Landscaping works may include turfing, soil preparation, planting, fencing, sleepers, edging, shingle, decorative stone, paths, levelling, seeding, ground preparation or other external works.

Living materials such as turf, plants, hedging, trees and grass seed are affected by weather, watering, soil conditions, pests, disease, aftercare and season.

Unless specifically agreed in writing, we do not guarantee the survival, growth rate, colour or long-term condition of turf, plants, hedges, trees or grass after completion.

The Client is responsible for watering, maintenance and aftercare once the Works are completed.

Settlement, minor movement, shrinkage, weathering, timber movement, discolouration and natural ageing may occur.

13. Groundworks, Excavation and Drainage

Groundworks may include excavation, trenching, foundations, drainage, service trenches, ducting, concrete bases, sub-base preparation, reinstatement and associated works.

Excavation works are priced based on expected ground conditions and the information available at the time of quotation.

Unexpected obstructions, unstable ground, water ingress, additional depth, additional concrete, additional spoil, trench support, pump hire, service diversions, extra stone, extra labour or extra disposal may be chargeable.

Drainage works are based on the visible condition and agreed scope. Unless specifically included, we do not guarantee the condition, capacity, fall or performance of existing drainage systems.

Where connecting into existing drainage, we are not responsible for pre-existing defects, blockages, collapsed pipes, poor falls, inadequate capacity or issues outside the section of drainage we have installed.

14. Materials

All materials remain the property of JG Costello Limited until full payment has been received.

Material availability, lead times, batch variation and supplier pricing may affect the programme and cost.

Where materials are chosen by the Client, the Client is responsible for checking suitability, colour, finish, size and specification before ordering.

Natural materials, aggregates, stone, timber, paving and surfacing products may vary in colour, size, shape, texture and appearance.

We are not responsible for supplier delays, discontinued products, colour variations, batch variations or changes in material availability outside our control.

15. Waste Removal and Disposal

Waste removal is included only where stated in the quotation.

The quotation is based on the expected type and quantity of waste.

Additional waste, contaminated waste, hazardous material, asbestos, excessive spoil, buried waste, concrete, rubble, roots, tarmac or waste different from that expected may incur additional charges.

We will dispose of waste using reasonable and lawful disposal methods. Where hazardous or specialist waste is found, works may pause until suitable disposal is arranged.

16. Reinstatement and Making Good

Reinstatement will be carried out to a tidy and reasonable standard unless a specific finish is stated in the quotation.

Making good is limited to the areas included in the agreed scope.

We are not responsible for improving, replacing or matching existing surfaces, finishes, colours, materials, planting, lawns, paving or structures unless specifically included.

Exact matching of existing materials, surfaces, pointing, paving, tarmac, resin, gravel, timber, fencing or landscaping cannot be guaranteed.

Minor settlement, movement, cracking, colour variation or weathering may occur after completion, particularly where ground has been excavated, filled or reinstated.

17. Programme, Weather and Delays

Start dates, completion dates and programme durations are estimates unless expressly agreed as fixed in writing.

Works may be delayed by weather, Site conditions, material availability, supplier delays, access issues, client decisions, variations, other trades, utility companies, inspections, permits or circumstances outside our control.

We are not liable for delay, loss of use, inconvenience, loss of profit, loss of rent, loss of business or consequential loss caused by delay outside our reasonable control.

Weather-sensitive works, including surfacing, concrete, resin, tarmac, turfing and certain landscaping works, may need to be delayed or rescheduled.

18. Working Hours

Unless agreed otherwise in writing, our standard working hours are:

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

These hours include reasonable breaks and time required for setting up, loading, unloading, clearing down and leaving the Site safe.

Weekend, evening, early morning, bank holiday or out-of-hours work is not included unless specifically agreed and may incur additional charges.

We may adjust working hours where reasonably necessary due to weather, deliveries, access restrictions, traffic, noise restrictions, neighbour considerations, Site rules, safety issues or other circumstances outside our control.

If the Client requests work outside standard working hours, this must be agreed in advance and may be charged separately.

19. Payment Terms

Payment terms will be stated on the quotation or invoice.

Unless agreed otherwise, a deposit may be required before works start, with further payments made in stages based on progress.

Typical payment structures may include:

- Deposit before booking or commencement.
- Stage payment once works have started or materials are ordered.
- Stage payment on completion of agreed milestones.
- Final balance on completion.

Stage payments become due when the relevant stage or milestone is reached.

The Client must not delay payment due to minor snagging, minor outstanding items or matters not affecting the substantial completion of the Works. A reasonable amount may be withheld only where agreed in writing and proportionate to the outstanding item.

Failure to make payment when due may result in suspension of works, delay, recovery of materials, cancellation of further works, interest, recovery costs and late payment charges where legally permitted.

Materials remain the property of JG Costello Limited until paid for in full.

20. Deposits, Materials and Cancellation

Deposits may be used to secure labour, plant, materials, transport and programme dates.

Deposits may be non-refundable where costs have already been incurred, materials have been ordered, labour has been booked, plant has been arranged or time has been reserved.

If the Client cancels or delays works after acceptance, the Client may be liable for costs already incurred, materials ordered, restocking fees, plant costs, labour costs, administration costs and lost time.

21. Suspension of Works

We reserve the right to suspend works if:

- Payment is not made when due.
- The Client breaches these Terms.
- The Site is unsafe.
- Access is not available.
- Required information has not been provided.
- Underground services or hazards create unacceptable risk.
- The Client requests changes that need repricing.
- Weather or Site conditions make work unsuitable.
- We are prevented from working by matters outside our control.

Any delay or additional cost caused by suspension may be chargeable.

22. Health and Safety

The Client must ensure the Site is reasonably safe and free from hazards within their control before works start.

We will carry out works in accordance with applicable health and safety requirements.

The Client must not enter the working area without permission and must keep children, pets, tenants, visitors and the public away from the working area.

The Client must tell us about any known hazards, including asbestos, contamination, unstable structures, unsafe ground, live services, sharps, waste, wells, tanks, voids or restricted areas.

We may stop work if we believe conditions are unsafe.

23. Neighbours, Boundaries and Permissions

The Client is responsible for confirming boundaries, ownership, rights of access, shared driveways, easements and neighbour permissions.

The Client is responsible for obtaining any necessary consent, including planning permission, building control approval, landlord consent, freeholder consent, leaseholder consent, party wall agreement, highways consent, dropped kerb approval or utility permission unless agreed otherwise in writing.

We are not responsible for disputes with neighbours, boundary issues, access rights or permissions unless caused by our negligence.

24. Design, Specification and Suitability

Unless specifically agreed in writing, we do not provide architectural, structural, engineering, drainage design, planning, building control or professional design services.

Where we provide advice, suggestions, sketches, measurements or recommendations, these are practical construction opinions only unless a formal design service is agreed.

The Client is responsible for ensuring the chosen finish, specification, layout and design is suitable for their intended use.

Where a specific design, drawing, engineer's detail, architect's detail or specification is provided by the Client or their adviser, we are entitled to rely on it.

25. Existing Structures and Surfaces

We are not responsible for pre-existing defects, poor workmanship, weak structures, unstable walls, failed sub-bases, cracked slabs, damaged drainage, rotten timber, poor foundations, defective paving or other existing issues.

Works involving excavation, compaction, machinery, vibration, cutting, drainage or removal may reveal or affect pre-existing weaknesses.

We will take reasonable care, but we are not liable for damage caused by hidden defects, weak structures, unsuitable existing construction or issues that could not reasonably be seen before works started.

26. Machinery, Vibration and Surface Marking

The Client accepts that groundworks, surfacing and landscaping may involve plant, machinery, trailers, dumpers, excavators, rollers, compactors, saws and other equipment.

Machinery may cause marks, rutting, vibration, tracking, minor disturbance, noise, dust or disruption.

We are not responsible for damage to weak, unsuitable or fragile access routes, lawns, paving, slabs, tarmac, resin, gravel, manhole covers, drains, kerbs or surfaces unless caused by our negligence.

27. Snagging and Defects

The Client must notify us of any snagging items or concerns as soon as reasonably possible after completion.

We will return to inspect and, where appropriate, put right defective workmanship within a reasonable time.

We are not responsible for defects caused by:

- Misuse.
- Lack of maintenance.
- Poor aftercare.
- Weather.
- Settlement.
- Ground movement.
- Tree roots.
- Heavy loads.
- Oil, fuel or chemical spills.
- Third-party damage.
- Existing defects.

- Works carried out by others.
- Client-supplied materials.
- Failure to follow usage or aftercare guidance.

28. Aftercare and Maintenance

The Client is responsible for ongoing maintenance after completion.

This may include watering turf or planting, keeping surfaces clean, avoiding heavy loads during curing, maintaining drainage channels, removing leaves or debris, topping up gravel, controlling weeds and following any care guidance provided.

Failure to carry out suitable aftercare may affect appearance, performance and durability.

29. Insurance and Liability

JG Costello Limited holds appropriate public liability insurance.

We are responsible for direct loss or damage caused by our negligence or defective workmanship, subject to these Terms.

To the fullest extent permitted by law, our liability is limited to the value of the contract.

We are not liable for indirect loss, consequential loss, loss of profit, loss of business, loss of rent, loss of opportunity, delay losses, inconvenience, third-party claims or losses arising from matters outside our control.

Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability that cannot legally be excluded.

30. Force Majeure

We are not liable for delay or failure to carry out works caused by events outside our reasonable control, including severe weather, storms, flooding, supply shortages, illness, accidents, transport issues, strikes, utility issues, legal restrictions, supplier failure or other unforeseen events.

31. Complaints

If the Client has a concern, they must notify us as soon as reasonably possible and allow us the opportunity to inspect and, where appropriate, put matters right.

The Client must not arrange third-party remedial works without first giving us a reasonable opportunity to inspect and respond, except in an emergency.

32. General

These Terms apply together with the quotation, invoice and any written agreement between us and the Client.

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 us in writing.

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

33. Acceptance

By accepting a quotation, paying a deposit, instructing works, allowing materials to be ordered or allowing works to begin, the Client confirms that they accept these Terms & Conditions.