



PEGASUS GRAB HIRE LIMITED

TERMS & CONDITIONS

Pegasus House

Folkes Road

Stourbridge

DY9 8RG

Terms and Conditions – Pegasus Grab Hire

These Terms and Conditions (the “Agreement”) govern the supply of services and materials by Pegasus Grab Hire Limited (the “Company”). By placing an order, accepting a quotation, signing a delivery or collection ticket, or allowing the Company to commence work, the Customer agrees to be bound by these Terms.

1. Definitions

- “Customer” means the individual, company or organisation ordering the Goods or Services.
 - “Company” means Pegasus Grab Hire Limited.
 - “Services” includes grab hire, muck-away and waste collection, tipper haulage, delivery and collection of aggregates or other materials, and volumetric concrete services.
 - “Goods” means aggregates, soils, recycled materials, concrete and any other materials supplied by the Company.
 - “Site” means the delivery, collection, loading, tipping or discharge location specified by the Customer.
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2. Orders, Quotations and Payment

2.1 Quotations are based on the information supplied by the Customer and may be revised if the quantity, material, access, location, waiting time or other circumstances differ from those advised when the quotation was given.

2.2 Prices are exclusive of VAT unless expressly stated otherwise.

2.3 Orders may be accepted by telephone, email, online booking, purchase order or other agreed method. The Company may decline or cancel an order where it cannot safely or lawfully perform the Service.

2.4 Payment is due in accordance with the terms agreed at the time of order. Approved account Customers shall pay within the agreed credit period. The Company may suspend further Services where an account is overdue.

2.5 The Customer is responsible for ensuring that purchase order numbers or other internal authorisations required by the Customer are provided before the Service is carried out. Failure to do so shall not remove the Customer’s obligation to pay.

3. Delivery, Collection and Site Access

3.1 The Customer must provide safe, lawful and suitable access for the type and size of vehicle required, including adequate width, height, turning space and a suitable area for loading, tipping or discharge.

3.2 The Customer is responsible for ensuring that roads, yards, driveways, hardstandings, covers, chambers and other surfaces are capable of supporting the weight and operation of the vehicle.

3.3 The Customer must identify and notify the Company of hazards including overhead cables, underground services, weak surfaces, excavations, restricted access, low structures, trees, scaffolding, pedestrians and other site risks.

3.4 The Company’s driver may refuse to enter a Site, leave the public highway, tip, load, discharge concrete or operate lifting equipment where, in the driver’s reasonable opinion, it would be unsafe, unlawful or likely to cause damage.

3.5 Where the Customer or its representative instructs a vehicle to leave the public highway or enter a particular area of private property, the Customer confirms that the route and working area are suitable for the vehicle and operation requested.

3.6 A responsible person should be available where necessary to provide access, identify the correct loading/discharge location and give site-specific instructions. Any induction or site procedure must be notified to the Company in advance where practicable.

4. Waiting Time, Delays and Aborted Jobs

4.1 Prices assume that the vehicle can commence and complete the Service within the normal time allowed for the relevant job.

4.2 Waiting time may be charged where a vehicle is delayed by blocked or unsuitable access, site personnel, inductions, permits, plant, queues, material not being ready, inability to discharge, or any other matter outside the Company's reasonable control.

4.3 Where a vehicle has been dispatched but the Service cannot be completed because of circumstances attributable to the Customer or Site, the Company may charge an aborted journey, wasted journey, redelivery or other reasonable charge.

4.4 Delivery and collection times are estimates unless expressly agreed otherwise. The Company will use reasonable endeavours to meet requested times but shall not be responsible for reasonable delays caused by traffic, road closures, weather, breakdowns, previous site delays or other circumstances outside its reasonable control.

5. Grab Hire, Muck-Away and Waste Collection

5.1 The Customer must accurately describe the waste or material to be collected and provide any information reasonably required for lawful classification, transport, recovery or disposal.

5.2 The Company may refuse any load that is hazardous, prohibited, contaminated, misdescribed or otherwise unsuitable for the disposal or recovery route arranged.

5.3 Unless specifically agreed in writing, the Customer must not include asbestos, hazardous chemicals, liquids, pressurised containers, batteries, clinical waste or other hazardous materials within material presented for collection.

5.4 Where the waste or material differs from the description provided, the Customer may be charged additional transport, testing, treatment, disposal, waiting or rejection costs reasonably incurred.

5.5 The Customer must provide a safe working area for the grab and must identify overhead services and other hazards. The driver has final discretion over whether the grab can be safely operated.

5.6 The Customer is responsible for ensuring that material presented for collection is positioned so that it can be safely reached and loaded without causing an unsafe obstruction or exceeding legal vehicle weight limits.

6. Tipper Haulage and Material Deliveries

6.1 The Customer is responsible for ordering the correct type, specification and approximate quantity of material required.

6.2 Natural and recycled aggregates may vary in colour, moisture, texture and appearance. Reasonable variations consistent with the stated product specification do not constitute a defect.

6.3 The Customer must nominate a safe and suitable tipping location. The driver may refuse to tip where the ground, gradient, overhead clearance, stability or surrounding conditions are unsuitable.

6.4 Risk in Goods passes to the Customer when the Goods are delivered or discharged at the Site. Title to Goods remains with the Company until all sums due for those Goods have been paid in full, to the extent permitted by law.

6.5 Where quantities are determined by an authorised weighbridge, the relevant weighbridge ticket will be treated as evidence of the weight supplied or collected unless there is a demonstrable error.

7. Volumetric Concrete

7.1 The Customer is responsible for specifying the concrete required, including strength/class, consistence or slump, aggregate size and any other performance or exposure requirements. The Company may assist with general information but does not accept responsibility for the Customer's structural design or selection of a mix for a particular engineering purpose unless expressly agreed in writing.

7.2 The Customer is responsible for estimating the quantity required. Concrete actually supplied will be charged according to the quantity produced by the vehicle's calibrated measuring system, subject to the applicable quotation and minimum charges.

7.3 The Customer must ensure that the Site is ready to receive the concrete promptly and that sufficient labour, pumps, barrows, placing equipment and access are available. Waiting time may be charged.

7.4 Concrete is a time-sensitive product. Once discharge has commenced, the Customer is responsible for receiving, placing, compacting, finishing, protecting and curing the concrete correctly.

7.5 Any request by the Customer for additional water or other material to be added on Site must be referred to the Company's operative. Any permitted addition must be recorded where required. The Customer acknowledges that unauthorised or excessive additional water can adversely affect concrete strength, durability and performance.

7.6 The Customer must not add water, admixtures or other materials to the concrete after it has been declared ready for acceptance without the Company's agreement. Where the Customer alters the concrete contrary to the agreed specification or Company instructions, the Company shall not be responsible for defects or performance issues caused by that alteration.

7.7 Any special testing, sampling, cube testing or certification requirements must be notified and agreed before supply. Additional charges may apply.

7.8 Surplus concrete, returned material, washout and disposal arising from an over-order or inability to discharge may be charged to the Customer where reasonably incurred.

8. Tickets, Weights and Quantities

8.1 Delivery tickets, collection tickets, weighbridge records and calibrated volumetric records will be treated as evidence of the Service performed and quantity supplied or removed unless there is a demonstrable error.

8.2 The Customer or its representative should check the ticket and notify the Company promptly of any apparent discrepancy.

8.3 A signature, name, electronic acknowledgement or acceptance of delivery by a person at the Site may be relied upon by the Company as confirmation that the Service or Goods were received.

9. Damage to Property and Services

9.1 Heavy goods vehicles and lifting/tipping operations can damage unsuitable surfaces. The Customer is responsible for assessing and protecting driveways, paving, kerbs, manholes, covers, verges, landscaped areas and other surfaces before requesting vehicle access.

9.2 Where the Customer requests or instructs a vehicle to leave the public highway or other suitable hardstanding, including access onto unmade roads, construction sites, fields, verges, soft ground or other off-road areas, access will be undertaken at the Customer's risk. The Customer is responsible for ensuring that the access route, working area and ground conditions are suitable and capable of safely supporting the vehicle and its operations.

9.3 The Customer will be liable for any damage, loss or costs arising as a result of the vehicle accessing such an area at their request, including where the vehicle becomes stuck, bogged down, sinks or is otherwise unable to leave the site without assistance. The Customer will be responsible for all reasonable costs associated with the recovery of the vehicle, including towing, specialist recovery equipment, third-party recovery charges and any damage caused to the vehicle as a result of unsuitable ground conditions or the recovery operation.

9.4 The Company and its drivers reserve the right to refuse to enter, continue onto or operate within any area where, in their reasonable opinion, the access route, ground conditions, available space or surrounding environment may be unsuitable or unsafe for the vehicle or its operations.

10. Health, Safety and Legal Compliance

10.1 The Company may stop, postpone or refuse any operation that it reasonably considers unsafe or unlawful.

10.2 The Customer is responsible for Site-specific traffic management, permits, exclusion zones and the safety of persons under its control unless expressly agreed otherwise.

10.3 The Customer must ensure that persons remain clear of tipping bodies, grab operating areas and concrete discharge equipment and comply with reasonable instructions from the Company's driver or operative.

11. Cancellations and Changes

11.1 The Customer must give as much notice as reasonably possible of cancellation or material changes to an order.

11.2 Where a vehicle has been allocated or dispatched, materials have been specially prepared, concrete production has commenced, or costs have otherwise been reasonably incurred, the Company may charge the Customer for those costs and/or a reasonable cancellation charge.

11.3 Changes to quantity, material, destination, access or service requirements may result in a revised price.

12. Defects and Complaints

12.1 Any apparent shortage, incorrect material or visible defect should be reported to the Company as soon as reasonably practicable and, where possible, before the material is incorporated, moved, mixed or otherwise altered.

12.2 The Customer must provide reasonable evidence and access to investigate a complaint. The Company is not responsible for defects caused by incorrect storage, handling, placing, compaction, curing, contamination, unauthorised additions or use contrary to the agreed specification.

12.3 Nothing in this clause affects any rights or remedies that cannot lawfully be excluded.

13. Liability

13.1 The Company shall exercise reasonable care and skill in providing the Services.

13.2 Subject to applicable law, the Company shall not be liable for indirect or consequential loss, loss of profit, loss of business or loss caused by inaccurate information or instructions supplied by the Customer.

13.3 The Company shall not be liable for failure or delay caused by events outside its reasonable control, including severe weather, traffic disruption, road closures, vehicle breakdown, industrial action, supplier interruption or governmental restrictions.

13.4 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited.

14. Termination and Suspension

14.1 The Company may suspend or terminate Services where there are unsafe conditions, non-payment, material breach of these Terms, abusive or threatening behaviour, unlawful instructions, or repeated misdescription of waste or materials.

14.2 Termination does not affect any sums already due or rights accrued before termination.

15. Governing Law

15.1 These Terms and any dispute or claim arising from them shall be governed by the law of England and Wales.

15.2 The courts of England and Wales shall have jurisdiction, subject to any mandatory rights applying to consumers.

16. Acceptance

16.1 By placing an order, accepting a quotation, signing or accepting a delivery/collection ticket, or permitting the Company to perform the Service, the Customer confirms acceptance of these Terms and Conditions.

16.2 No variation to these Terms is binding unless agreed by the Company in writing.

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