

Sebplus Hire: Terms & Conditions for Hire of Equipment

1. **Interpretation of Words and Expressions.** Within these Terms the following words and expressions have the following meanings:
 - “**Sebplus**” means Sebplus Hire, trading from the address at the foot of these Terms.
 - “**Hirer**” means the individual named and signing the Contract, regardless of the individual claiming to represent a firm, company, partnership, association, joint venture or other organisation or legal entity.
 - “**Equipment**” means the items of Equipment hired by the Hirer as detailed in the Contract as signed by the Hirer.
 - “**Contract**” means a contract, incorporating these Terms, made between Sebplus and the Hirer for the hire of Equipment.
 - “**Terms**” means these Terms & conditions.
 - “**Commencement**” means the date and time Sebplus and the Hirer specify in the Contract as the commencement of the Contract and signed by the Hirer.
 - “**Rental**” means the price for hiring each piece of Equipment for the duration of the Hire Period detailed in the Contract as agreed between Sebplus and signed by the Hirer.
 - “**Hire Period**” means the length of time the Hirer and Sebplus agree that the Hirer will hire the Equipment from the Commencement.
 - “**Sebplus Site**” means the physical location from which the Hirer will collect and return the Equipment. The exact address being at the foot of these Terms.
 - “**Deposit**” means a payment made by the Hirer in addition to the Rental which will be held by Sebplus as security against non-return, loss or damage to the Equipment during the Hire Period resulting in its unsuitability or unavailability for hire to another Hirer.
 - “**Supplementary Charges**” means charges in addition to the Rental that will be made by the Hirer if the Hirer fails to comply with any Contractual obligations within these Terms. Any Supplementary Charges due will either be deducted from the Deposit or, if the Supplementary Charges exceed the Deposit the excess will be charged to the Hirer’s debit/credit card.
2. **General.**
 - 2.1 Reference to the singular includes the plural and vice versa.
 - 2.2 These Terms and any Contracts in connection with them will be governed by English Law and any disputes arising will be heard in the County or Crown Courts of Sheffield, South Yorkshire.
 - 2.3 If a Court finds any part of these Terms unlawful or unenforceable the remainder of the Terms will continue in force.
 - 2.4 Sebplus and the Hirer do not intend that any other party shall have any rights under the Contract. Neither party to the Contract shall assign, transfer, delegate or otherwise dispose of its rights and responsibilities under the Contract.
 - 2.5 No Contract Hire Period will exceed 30 days from Commencement. In the event the Hirer wishes to Hire the Equipment for a longer period a new Contract will be required.
 - 2.6 All Rentals must be paid in advance of the Equipment being collected by the Hirer. Rentals may be paid in cash (GBP) or debit/credit card.
 - 2.7 All Deposits must be paid in advance of the Equipment being delivered to or being collected by the Hirer by debit/credit card.
 - 2.8 All Hirers must provide two forms on identification prior to a Contract being signed. One form of ID must be a valid photographic UK driving licence, the second must be a utility bill (gas, electricity, water, council tax) showing the Hirer’s name and address that match the driving licence.
 - 2.9 Some products for hire are included under age restrictions specified in the Offensive Weapons Act 2019 Sec 41(2). Sebplus therefore reserves the right to restrict the hire of some products to anyone who cannot provide evidence they are aged 18 or over.
 - 2.10 These Terms may not be amended without the prior written agreement of Sebplus and all Contracts with Sebplus will be subject to these Terms to the exclusions of all other terms & conditions including those which the Hirer purports to apply under purchase orders or any other documents.
 - 2.11 The Equipment, at all times, remains the property of Sebplus. The Hirer has no rights, interest or title to the Equipment except in that it is hired by the Hirer in accordance with these Terms.
 - 2.12 The Sebplus Site is covered by CCTV monitors and the Hirer agrees to the recording of any activity on the Sebplus Site
 - 2.13 Sebplus is committed to respecting and protecting your personal information. The Sebplus Privacy Policy sets out the basis on how we protect any personal information you provide us in the course of our business in accordance with the General Data Protection Regulations (GDPR). Please see our Privacy Policy for more information.
 - 2.14 Sebplus may update any or all of these Terms by publishing an updated version on the Sebplus website. The updated Terms will become effective from the time of publication on the Sebplus website. Please ensure you consult the website for the latest version (www.sebplus-hire.co.uk)
3. **Sebplus Responsibilities under the Contract.**
 - 3.1 The Rental, Commencement, Hire Period and Deposit will be provided in writing to the Hirer prior to the Hirer signing the Contract.
 - 3.2 Sebplus warrants that the Equipment will be of satisfactory quality and reasonably fit for purpose for which Equipment of that kind is commonly supplied and are materially as described on the Sebplus website.
 - 3.3 Sebplus shall not interfere with the Hirer’s quiet possession of the Equipment during the Hire Period other than to exercise of its rights under the Contract.
 - 3.4 Unless Sebplus is entitled to make a deduction from the Deposit in accordance with Section 9 of the Terms, the full amount of the Deposit will be returned to the Hirer on return of the Equipment at the end of the Hire Period. The refund will be made to the debit/credit card from which the Deposit was taken. The refund will appear in the Hirer’s account within 5 working days.
 - 3.5 On occasion, due to circumstances beyond its control, Sebplus may need to substitute the Equipment offered for an alternative piece of Equipment of equivalent or superior standard. Sebplus will notify the Hirer in advance of any such requirement.
 - 3.6 Sebplus will provide all relevant instructions, guidance on starting and use of the Equipment and offer for sale any accessories that may be required to adequately and safely use the Equipment.
 - 3.7 Some Equipment, if used in the course of a Hirer’s trade, craft or profession may require specific training and qualifications. In such circumstances, proof of the Hirer’s qualification to use the specific Equipment will be required by Sebplus prior to the Contract being signed.
 - 3.8 Sebplus will not vary the Rental during a Hire Period.
 - 3.9 Sebplus reserves the right to store the Hirer’s debit/credit card information in the Sebplus secure offline system. Sebplus may, where permitted to do so use this information to recover the cost of lost or damaged Equipment or Equipment not returned to the Sebplus Site prior to the end of the Hire Period where entitled to do so under Section 9 of these Terms.
 - 3.10 In the event of loss or damage to the Equipment being notified to Sebplus by the Hirer, Sebplus will advise the Hirer on the safest and most expedient actions to limit the Hirer’s liability.
 - 3.11 In the event of the Hirer advising Sebplus of a breakdown of the Equipment resulting from fair wear and tear Sebplus will effect a repair or replacement of the Equipment in a timely manner.

4. Hirer's Responsibilities under the Contract.

- 4.1 Risk in the Equipment will pass to the Hirer as soon as the Equipment is collected from, or delivered by, Sebplus.
- 4.2 Due to the high value of some Equipment, Sebplus will recommend that Hire-In insurance is taken out by the Hirer. The cost of insurance is on display at the Sebplus site.
- 4.3 Prior to signing the Contract the Hirer will be advised of any Supplementary Charges of the specific Equipment being hired to ensure the Hirer is aware of the level of risk.
- 4.4 Risk will not pass back to Sebplus until the Equipment is physically in the possession of Sebplus and has been checked for function, completeness of the accessories and cleanliness. Equipment should be returned in a condition that enables it to be rehired. See Section 9 for an explanation of Supplementary Charges.
- 4.5 The Hirer shall not deface, remove or obscure any identifying marks or labelling on the Equipment.
- 4.6 The Hirer shall use the Equipment in compliance with all laws, byelaws and health & safety regulations which relate to that particular Equipment and adhere to any safety or usage instructions provided with the Equipment by Sebplus.
- 4.7 The Hirer is responsible for ensuring that persons the Hirer has authorised to use the Equipment have been correctly trained in the safe use of the equipment and have been provided with the correct personal protection equipment required in the law, byelaws and health & safety regulations.
- 4.8 In the event of the Hirer providing incomplete or misleading information pertinent to the Hirer's performance of the Contract, the individual signing the Contract and providing identification will be personally liable for the safe keeping of the Equipment and any and all costs incurred by Sebplus to replace or repair Equipment.

5. Delivery & Collection Service.

- 5.1 At the sole discretion of Sebplus the Hirer may be offered a delivery & collection service within a 15 mile radius of the Sebplus Site.
- 5.2 The cost of this delivery & collection service is dependent upon the Equipment being hired and the distance travelled. Please refer to the Delivery & Collection charges specified on the Sebplus Hire website and on display at the Sebplus Site.
- 5.3 Any costs of delivery and/or collection must be agreed with Sebplus a minimum of 24 hours before the time the service is scheduled to take place, included on the Contract and paid in advance along with the Rental.
- 5.4 For both delivery & collection the Hirer must arrange for an authorised person to receive and sign for the Equipment at the exact time and place specified in the Contract.
- 5.5 On collection the Equipment must be undamaged, functional, complete and clean, ready for re-hire.
- 5.6 A photographic record will be kept by Sebplus of the delivery and collection activity and the condition of the Equipment.
- 5.7 If the requirements of Section 5.4 should not be met to the satisfaction of Sebplus, the Hirer will be liable to Supplementary Charges as outlined in Section 9.

6. Loss of, or Damage to, the Equipment.

- 6.1 Risk in the Equipment during the Hire Period lies with the Hirer. It is therefore in the Hirer's interest to care for the Equipment and take all reasonable measures to prevent loss of or damage to the Equipment.
- 6.2 Should the Equipment be lost or damaged the Hirer shall notify Sebplus by phone or email IMMEDIATELY. Contact details are on the Equipment, the accompanying safety documents and manuals, the Sebplus Contract, the Sebplus website and at the foot of these Terms.
- 6.3 The Hirer should not continue to use Equipment knowing or suspecting it may be damaged.
- 6.4 The Hirer should not attempt to repair any Equipment or permit another party to attempt a repair.
- 6.5 Upon notification of loss or damage Sebplus will advise the Hirer on the safest and most expedient actions to limit the Hirer's liability.
- 6.6 Aerator Tine Breakages:
 - 6.6.1 If a tine strikes a rock below the surface of the lawn, there is the possibility the tine could snap off.
 - 6.6.2 Neither the machine nor the operator is at fault. It is an accepted risk when using an aerator.
 - 6.6.3 Also, the vibration caused by normal operation of the machine may cause the tines to work loose in their mountings. The operator should check the security of the tines and tighten, if necessary, every 15 minutes the machine is in operation.
 - 6.6.4 It is not possible for the tines to be permanently fixed in place as the type of tine a hirer requires may vary with the lawn being aerated.
 - 6.6.5 When hiring the machine, the operator will be provided with a replacement tine to effect 1 repair.
 - 6.6.6 If more than 1 breakage occurs it suggests the lawn is not suitable for this type of aeration process, or the security of the tines is not being checked and use of the machine should cease.
 - 6.6.7 Broken tines are charged for at the rate of £10.55 and the cost will be deducted from the hirer's refundable deposit.
 - 6.6.8 The use of this method of aeration on a particular lawn is beyond the control of Sebplus Hire, therefore the necessity to cease using the machine does not entitle the Hirer to claim a refund for the inability to continue the aeration.

7. Customer Equipment left for Repair

- 7.1 Customer Equipment not collected by the customer within 3 months of repair will be sold by Sebplus to recover some part of the expenses incurred in the repair.

8. Additional Terms Governing the Sale of Equipment

- 8.1 Warranties: Sebplus Group warrants that the Equipment sold is free of any liens and encumbrances and that Sebplus Group is the legal owner of the Equipment.
- 8.2 Sebplus Group also warrants that it has full right and authority to sell and deliver the Equipment and that it will defend the title of the Equipment against all claims and demands.
- 8.3 "As is" Condition: The Purchaser acknowledges that the Equipment is sold "as is". Sebplus Group expressly disclaims any implied warranty as to the fitness for a particular purpose and any implied warranty as to merchantability. Sebplus Group expressly disclaims any expressed or other implied warranties. Any warranty as to the condition or working order of the Equipment is expressly disclaimed by Sebplus Group.
- 8.4 The Purchaser accepts the Equipment in its existing condition given that the Purchaser has either inspected the Equipment or was given the opportunity to inspect the Equipment but chose to not inspect it.

9. Breakdown of the Equipment

- 9.1 In the event of a breakdown of the Equipment resulting from fair wear and tear the Hirer shall notify Sebplus immediately by phone or email to enable Sebplus to remedy the situation with a repair or replacement of the Equipment in a timely manner. Contact details are on the Equipment, the accompanying safety documents and manuals, the Sebplus Contract, the Sebplus website and at the foot of these Terms.
- 9.2 If, on inspection by Sebplus, Sebplus considers the breakdown to have been caused by misuse or negligence on the part of the Hirer, the Hirer will be responsible for the Supplementary Charges levied by Sebplus to repair the breakdown. All Equipment hired by Sebplus is accompanied by detailed instructions on how to start and use that specific piece of Equipment in order to minimise misuse by the Hirer and to maximise safety.
- 9.3 If any of the instructions are unclear the Hirer should contact Sebplus for clarification by phone or email.

10. Petrol & Diesel Powered Equipment

- 10.1 All Equipment returned by the Hirer to the Sebplus Site or collected from the Hirer by Sebplus must have been drained of fuel.
- 10.2 Some Equipment requires very specific types of lubricants to work efficiently and reduce wear on the parts. These lubricants are specially coloured to enable evidence of correct use. Sebplus will advise and provide the correct lubricants for each piece of Equipment if appropriate. Upon the return or collection of the Equipment Sebplus will verify if the correct lubricant has been used. Failure to use the correct lubricant will result in excessive wear of the Equipment and will constitute damage caused by negligence as described in Section 7.2 of these Terms. Negligent use will render the Hirer liable for Supplementary Charges as detailed in Section 9 of these Terms.

11. Supplementary Charges.

- 11.1 May need to be levied on the Hirer, at the sole discretion of Sebplus, for the Hirer's failure to adhere to requirements within Sections 4,5,6,7 or 8 of these Terms.
- 11.2 Supplementary Charges will be supported by relevant documentation regarding the costs Sebplus has incurred in rectifying the Hirer's actions.
- 11.3 The value of these Supplementary Charges may be deducted from the Deposit left as security by the Hirer or, if the Supplementary Charges exceed the Deposit, the excess will be claimed from the Hirer's debit/credit card.
- 11.4 Supplementary Charges may include, but are not limited to:
 - 11.4.1 Cleaning of Equipment to make it fit for re-hire (£25.00)
 - 11.4.2 Servicing of Equipment after misuse/negligence.
 - 11.4.3 Replacement of damaged parts.
 - 11.4.4 Replacement of missing accessories.
 - 11.4.5 Replacement of lost Equipment.
 - 11.4.6 Costs incurred by late return of Equipment
 - 11.4.7 Costs incurred by Equipment not being available for collection.

12. Exclusions & Limitations of Liability

- 12.1 Neither party excludes or limits its liabilities to the other for:
 - 12.1.1 Fraud or fraudulent misrepresentation by the party or person for whom the party is vicariously liable.
 - 12.1.2 Death or personal injury resulting from negligence by the party or person for whom the party is vicariously liable.
 - 12.1.3 Any matter which it would be illegal under English Law to exclude or attempt to exclude its liability.
- 12.2 Sebplus is not liable to the Hirer for any direct or indirect loss of profit, business, goodwill, loss of reputation, loss of business opportunity or costs arising from business interruption, consequential or special loss.
- 12.3 Sebplus shall have no liability for damage, loss or costs caused by the Hirer's continued use of damaged or defective Equipment after such damage or defect has become apparent or the Hirer could reasonably have been aware.
- 12.4 Sebplus' maximum aggregate liability to the Hirer for damage to, or loss of tangible property caused by its act, negligence or omission is limited to two million GBP (£2,000,000)
- 12.5 Sebplus' maximum aggregate liability to the Hirer for matters relating to or arising from the Contract are limited to 4 times the value of the Contract or £1000 whichever is the greater.
- 12.6 Sebplus shall have no liability to the Hirer for any non-performance and/or delay in performance of the Contract due to Force Majeure events outside the control of Sebplus, including but not limited to; acts of God, war, terrorism, fire, flood, explosion, riots, civil commotion, malicious damage, government decrees, industrial disputes, strikes, withdrawal from the EU and any other similar events.
- 12.7 Sebplus shall not be liable for any loss incurred by the Hirer resulting from Equipment not being available due to circumstances beyond the reasonable control of Sebplus.

13. Loss or Damage Waiver Agreement.

- 11.1 The Hirer remains responsible for the return of the Equipment to Sebplus, or make it available for collection in accordance with the Contract, regardless of the Hirer having signed a Loss or Damage Waiver Agreement with Sebplus.
- 11.2 Failure by the Hirer to return the equipment, or have it ready for collection in accordance with the Contract, will entitle Sebplus to make deductions from the Hirer's Deposit or, if the value of the loss or damage exceeds the value of the Deposit, to invoice the Hirer for the amount required to ensure the full value of the loss or damage as stated in the Contract is recovered by Sebplus.
- 11.3 Failure to settle such an invoice in full within 30 days of the date of the invoice will result in legal proceedings for recovery of the debt and in the event of loss of the Equipment, Sebplus will also notify the police of a criminal offence.
- 11.4 In addition to recovering the value of the lost Equipment Sebplus will, as recompense for lost earnings resulting from the inability to re-hire the Equipment from the day it was due to be returned or collected, in accordance with the Contract, continue to invoice the Hirer for Rental of the Equipment at the rate stipulated in the Contract until the Equipment is returned or made available to Sebplus for collection or payment for the replacement of the Equipment is received by Sebplus.

Sebplus – Tool Hire

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