

Sebplus LTD - Terms and Conditions

These Terms and Conditions govern the supply of goods and services by **Sebplus LTD** ("the **Contractor**"). By accepting a quotation, estimate, or service appointment, the **Client** confirms they have read, understood, and agreed to these Terms and Conditions.

1. Definitions

- 1.1 **Client** - The individual, company, or organisation who purchases Goods or agrees to use Services from **Sebplus LTD**.
- 1.2 **Contractor** - **Sebplus LTD** or any authorised representative providing the Goods and/or Services.
- 1.3 **Agreement** - The contract between the Contractor and the Client for the purchase of Goods and/or Services, comprising the Quotation/Estimate and these Terms and Conditions.
- 1.4 **Goods** - Any products, materials, or articles supplied by the Contractor to the Client.
- 1.5 **Services** - The provision of services by the Contractor, including but not limited to Garden Maintenance, Ground Maintenance, Jet Washing, Lawn Care Treatments, Tree Work, and Landscaping.
- 1.6 **Site** - The location where the Services will be performed.
- 1.7 **Terms of Service** - These Terms and Conditions, as may be amended from time to time.
- 1.8 **Quotation / Estimate** - A written fixed cost (Quotation) or indicative cost (Estimate) provided by the Contractor to which these Terms of Service apply.

2. Basis of Contract

- 2.1 These Terms apply to every Agreement for the supply of Goods or Services by the Contractor and override any other terms, unless agreed in writing by the Contractor.
- 2.2 A Client's order is accepted only when confirmed in writing by the Contractor or when the Contractor acts upon it.
- 2.3 The Contractor may withdraw or amend any Quotation/Estimate before a Contract is formed.
- 2.4 No accepted order may be cancelled by the Client except with the Contractor's written consent.

3. Garden and Ground Maintenance

- 3.1 The Contractor will perform all Garden and Ground Maintenance works in a good and workmanlike manner, using appropriate machinery and tools, and only when soil and weather conditions are suitable.
- 3.2 Scope of Services may include, but is not limited to:
 - a) **Grass Cutting** - Regular mowing of lawns and turf areas.
 - b) **Shrubs, Climbers and Ground Cover Maintenance** - Pruning, trimming, and shaping as required.
 - c) **Tree and Plant Fertilisation** - Targeted feeding for ornamental trees, shrubs, and planting beds where required.
 - d) **Weed Control** - Regular removal of weeds from lawns, beds, borders, and hard surfaces by hand weeding or approved herbicide treatments where appropriate.
 - e) **Soil Improvement and Mulching** - Application of soil conditioners, compost, or organic material to improve soil structure, and the supply and spreading of mulch (such as bark or woodchip) to flower beds, borders, or tree rings to retain moisture, suppress weeds, and enhance appearance.
 - f) **Leaf Clearance** - Clearing fallen leaves from lawns, beds, and hard surfaces.
 - g) **Hedge Trimming** - Shaping and maintaining hedges to agreed specifications.
 - h) **Maintenance of Planted Areas** - Seasonal planting, deadheading, and general upkeep of flower beds and borders.
 - i) **Sustainable Waste Disposal** - Removal and lawful disposal of green waste as set out in the Quotation or Estimate.

3.3 Client Cleaning Obligations

- a) **Animal Waste:** Before each scheduled visit, the Client must ensure that all lawns, hard surfaces, and working areas are free from animal faeces (including dog or cat waste), toys, garden ornaments, or other debris that could obstruct machinery, pose a health risk, or prevent the safe completion of services.
- b) **Right to Refuse Service:** If the Site is not adequately prepared, Sebplus LTD reserves the right, at its sole discretion, to refuse or postpone the scheduled service for health and safety reasons.
- c) **Call-Out / Wasted Time Fee:** Where a service is refused or postponed due to the Client's failure to meet the cleaning obligations in clause 3.3(a), the Client will remain liable for the scheduled service charge and an additional **£30 call-out fee** to cover wasted time and travel.

4. Jet Washing

- 4.1 **Customer Responsibilities** - The Client must provide sufficient access, remove or protect fragile items, and provide a working water supply and electricity if required.
- 4.2 **Service Limitations** - The Contractor does not guarantee complete removal of deeply penetrated stains or suitability for delicate or ageing surfaces.
- 4.3 A Damage Waiver form must be signed before work begins.

5. Lawn Care Treatments - Additional Terms

(These terms apply to any ongoing lawn care treatment plans, including monthly payment arrangements.)

5.1 **Scope of Services** - Lawn Care Treatments may include:

- a) **Lawn Fertilisation** - Application of appropriate nutrients to promote healthy grass growth.
 - b) **Weed Control Treatments** - Application of selective herbicides to control broadleaf weeds and invasive species within the lawn.
 - c) **Moss Control Treatments** - Use of approved moss-killing products to reduce moss growth and encourage healthy turf.
 - d) **Scarification** - Mechanical removal of moss and thatch to improve turf health.
 - e) **Aeration** - Soil perforation to improve air, water, and nutrient penetration.
 - f) **Herbicide or Pesticide Application** - Targeted treatments to control weeds or pests where appropriate.
 - g) **Fungicide Application** - Treatment to prevent or control fungal diseases.
- The specific services, frequency, and schedule ("Service Schedule") will be detailed in the Client's Quotation or Service Plan.

5.2 **Monthly Payment Plans**

- a) Where a monthly plan is agreed, payments must be made by standing order or other agreed method on the specified date each month.
- b) All prices are **exclusive of VAT**, which will be charged at the prevailing UK rate.
- c) Failure to maintain payments may result in suspension of services until arrears are cleared.

5.3 **Client Responsibilities**

- a) The Client must keep the treated areas free of debris and allow safe access for equipment and staff.
- b) **Grass Cutting Requirement:** Before any scheduled treatment, the Client must ensure that the grass has been cut to a reasonable length (generally no higher than **50 mm / 2 inches**) to allow proper application of treatments. If the grass is overgrown or uncut, Sebplus LTD may refuse or postpone the scheduled service, and a **£30 call-out fee** will apply in addition to the cost of the missed treatment.
- c) **Animal Waste Removal:** The Client must remove all animal faeces (poop) from lawns and hard surfaces before each scheduled visit.
- d) The Client must follow all after-care instructions provided (for example, keeping pets off the lawn or delaying mowing after treatments).
- e) The Client must inform Sebplus LTD of any allergies, sensitivities, or environmental concerns before treatments commence.

5.4 Safety and Regulation

- a) All herbicides, pesticides, fungicides, and moss control products will be applied only by trained personnel in accordance with UK law, product labels, and current Health & Safety Executive (HSE) regulations.
- b) Treatments will be postponed or adapted if weather or environmental conditions make application unsafe or ineffective.

5.5 Limitations and Liability

- a) While treatments are designed to improve lawn health, results depend on weather, soil condition, and ongoing care. Sebplus LTD cannot guarantee a completely weed-free or moss-free lawn.
- b) Sebplus LTD is not liable for damage caused by the Client's failure to follow after-care instructions or for issues arising from factors beyond our control (e.g., extreme weather, pests, or disease outbreaks).

5.6 Cancellation of Lawn Care Plans

Monthly lawn care contracts may be cancelled by giving **one month's written notice** after the minimum term specified in the Service Schedule.

If cancellation occurs partway through a treatment cycle, the Client will be charged for all treatments already delivered or scheduled within the notice period.

Early Cancellation (within first 3 months): If the Client cancels the Lawn Care service within the first three (3) months of the contract, Sebplus LTD will charge for all treatments already provided, calculated at the **standard individual treatment rate** rather than any discounted monthly rate. This ensures that each completed treatment is paid for as a stand-alone service.

6. Tree Work Services

6.1 Scope of Services - Sebplus LTD can arrange tree work services including, but not limited to, **crown reduction, tree felling, pruning, shaping, and dead-wood removal** ("Tree Work").

6.2 Use of Subcontractors - Sebplus LTD may engage professional self-employed contractors or specialist tree surgery companies to perform Tree Work. All subcontractors will be suitably experienced and insured. Subcontractors may contact the Client directly to arrange site visits, gather information, or clarify job requirements.

6.3 Quotations - Subcontractors may provide their pricing to Sebplus LTD, who will then prepare and issue a **full written quotation** to the Client. The Client will receive all quotes and invoices only from Sebplus LTD, not directly from the subcontractor. Any changes to the scope of work must be agreed in writing with Sebplus LTD.

6.4 Payment - All payments for Tree Work are to be made **directly to Sebplus LTD**, even when subcontractors are engaged. Sebplus LTD will be responsible for paying any subcontractors. The Client will have no payment obligation to subcontractors.

6.5 Liability - Sebplus LTD will remain the Client's main point of contact and will ensure subcontractors carry appropriate insurance. Sebplus LTD is not liable for delays caused by subcontractors beyond its reasonable control but will take reasonable steps to manage performance and timing.

7. Landscape Services

7.1 All contracts must be confirmed in writing.

7.2 Additional works requested by the Client will incur extra charges.

7.3 The Client must ensure adequate site access and disclose any underground hazards.

7.4 The Client is responsible for obtaining any required permissions or notices unless otherwise agreed.

7.5 Deposit Requirement: For all landscape projects, the Client agrees to pay a **30% deposit** of the total quoted price **before any work begins**. This deposit is required to cover the cost of materials and initial expenses. Work will not commence until the deposit has cleared into Sebplus LTD's account.

7.6 Sebplus LTD provides a **12-month workmanship guarantee** on landscape services (see Clause 14.5).

8. Client Obligations

- 8.1 Notify the Contractor of any known hazards or obstructions before work begins.
- 8.2 Provide electricity and water if required.
- 8.3 Ensure safe access to the Site, remove obstructions, and protect indoor areas if access is through a house or office.
- 8.4 Clients must also comply with the cleaning and grass-cutting requirements set out in **Clauses 3.3 and 5.3**.

9. Payment, Charges & Fees

- 9.1 Services are charged at the agreed Contract price unless otherwise stated in the Quotation or Estimate.
- 9.2 All prices quoted by Sebplus LTD are **exclusive of VAT**. Sebplus LTD is a **VAT-registered business**, and VAT will be charged at the prevailing UK rate on all taxable supplies and clearly shown on each invoice.
- 9.3 Invoices must be paid by the due date shown.
- 9.4 **Late Payment (Business Clients)**: Statutory interest may be charged at **8% per annum above the Bank of England base rate**, or as permitted under the **Late Payment of Commercial Debts (Interest) Act 1998**.
- 9.5 **Late Payment (Consumer Clients)**: A reasonable interest rate of **4% per annum above the Bank of England base rate** may be applied.
- 9.6 Parking permits, congestion charges, and other access-related costs will be charged in addition to the Contract price.
- 9.7 If the Contractor cannot access the Site on the agreed date, the Client may be charged the full session cost.
- 9.8 If material or labour costs rise after quotation, the Contractor may adjust prices with notice. The Client may accept the new price or cancel the Contract.

10. Cancellation of Contract

- 10.1 **Cooling-Off Period (Consumers)** - If you are a **consumer** (an individual acting wholly or mainly outside your trade, business, craft or profession) and you agree to a new contract with Sebplus LTD **away from our business premises** (for example, at your home, over the phone, or by email) and the contract is worth **more than £42**, you have a **legal right to cancel the contract within 14 days** of the date it was made, in accordance with the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**. To cancel, you must inform us in writing (by email or letter) before the 14-day period ends. You do not need to give a reason.
- 10.2 **Work Started During the Cooling-Off Period** - If you request that we start work before the 14-day cooling-off period has ended and then cancel within those 14 days:
 - You must pay for the **value of any work already carried out**, including labour, professional services, and any **materials or goods purchased** specifically for your project (for example, plants, turf, aggregates, or construction materials).
 - Where materials have been ordered or delivered but not yet used, you will be charged the **actual cost of those materials**, including any supplier restocking or return fees.
 - A **minimum charge of £250** will apply to cover administration, labour, and other reasonable costs already incurred.
 - For landscape projects or part-completed works, the value of partially completed stages will be assessed and charged proportionally.
- 10.3 **Ongoing or Recurring Services** - For ongoing services such as regular garden maintenance or lawn care programs:
 - After any agreed minimum term has passed, you may cancel by giving **one month's written notice**, or by paying in advance the cost of all remaining scheduled visits within the notice period.
 - If you cancel **within the first three (3) months** of a lawn care or maintenance plan, Sebplus LTD will charge for **all treatments or visits already provided**, calculated at the **standard individual service rate** rather than any discounted monthly rate.

10.4 Landscape Projects Outside the Cooling-Off Period - If you cancel a landscape or construction project **after the 14-day cooling-off period has expired** but before completion:

- You will be liable for the **full cost of all work already carried out**, plus the **actual cost of all materials purchased** (including any non-returnable or specially ordered items).
- Sebplus LTD will provide an **itemised invoice** detailing labour completed, materials purchased, and any reasonable demobilisation or site-clearance costs.

11. Health & Safety

11.1 The Contractor will conduct a Site risk assessment and comply with all relevant UK health and safety regulations.

11.2 Environmental disturbance will be minimised, though some noise from machinery may be unavoidable.

12. Liability

12.1 The Contractor is not liable for unforeseeable loss or damage.

12.2 The Contractor maintains valid public liability insurance.

12.3 The Contractor is not responsible for damage caused by the Client's failure to follow reasonable instructions.

12.4 Nothing in these Terms excludes or limits Sebplus LTD's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, **or for damage to property caused by our negligence to the extent it cannot be excluded by law.**

12.5 These Terms do not affect your statutory rights under the **Consumer Rights Act 2015**.

13. Other Important Terms

13.1 The Contractor is not liable for delays caused by events beyond its control (e.g., extreme weather, strikes, equipment failure) in accordance with English law.

13.2 Terms may be updated without notice, but the Contractor will inform Clients where reasonably possible.

13.3 The Contractor may assign its rights and obligations to a third party; Client rights remain unaffected.

13.4 Clients may not transfer their rights without written permission.

13.5 If any provision is deemed invalid, the remainder of these Terms will remain enforceable.

13A. Photography and Video for Promotional Use

Sebplus LTD reserves the right to take photographs and/or video recordings of the work carried out at the Client's property (including before, during, and after completion) for the purposes of quality control, portfolio documentation, and marketing or promotional materials (including website, social media, and printed brochures). Such photographs or videos will **not** include identifiable images of individuals without their prior consent, and no personal data (such as house numbers or vehicle registration plates) will be published where it could reasonably identify the Client without first being obscured or removed.

14. Guarantees

14.1 **Lawns** - Sebplus LTD provides a **60-day guarantee** from installation against installation issues only, subject to proper watering.

- This guarantee becomes void if the lawn is not properly watered or maintained.
- We do not warrant that seeded lawns or turf will be immune from moss, fungus, disease, or insect damage.
- Any re-spraying or additional treatments required for such issues will be chargeable to the Client.

14.2 **Seed** - Only certified seed is used. Sebplus LTD guarantees a standard of grass that is uniform and consistent after complete seed germination on acceptable soils.

- We will reseed or re-spray any areas that have not developed as expected (method at our discretion).
- Bare patches caused by puddling, guttering, runoff, pets, children, or equipment are not included.

14.3 Turf - All turf is supplied by a certified supplier and guaranteed to be of professional quality at the time of installation.

- Sebplus LTD will re-turf any areas that fail to develop due to installation issues.
- Damage or dieback caused by drought, puddling, runoff, pets, children, or equipment is not included.
- Clients are advised to avoid walking on newly laid turf for approximately **4-6 weeks**.

14.4 Plants - Sebplus LTD cannot guarantee the survival of plants, but any guarantees provided by the nursery or supplier will be passed on to the Client where applicable.

14.5 Workmanship Guarantee - Sebplus LTD guarantees that all work we carry out will be performed to a **professional standard** using correct methods and materials. This guarantee lasts for **12 months from the date of completion**.

- If a problem occurs because of our workmanship (e.g., an installation fault, poor finishing, or a construction defect), we will return and correct the issue at no extra cost.
- The guarantee does not cover normal wear and tear, natural settling of soil or ground, weather damage, lack of maintenance, misuse, or changes made by the Client or any third party.
- **Materials:** Where Sebplus LTD supplies materials, we guarantee they will be of **satisfactory quality** in accordance with the **Consumer Rights Act 2015**. If a defect arises due to the material itself, we will either assist the Client in making a claim under the manufacturer's or supplier's warranty, or where required by law, arrange a remedy directly.

14.6 Concrete & Masonry - A three-month warranty applies for cracks over **1 inch** or loose joints.

- Excludes deterioration caused by weather exposure, use of chemicals (such as de-icers), acts of God (storms, flooding, fire), or settlement of underlying ground.

14.7 Hardscape Materials - Manufactured products are covered by the **manufacturer's warranty**. Natural materials (such as stone or wood) are guaranteed only to be defect-free at installation; cracking or flaking of natural stone is a natural characteristic and beyond our control.

14.8 Specialty Items and Accessories - Manufacturer warranties apply to specialty items (lighting, fountains, pumps, furniture, etc.). Labour for repair or replacement of these items is not included in the warranty.

15. Governing Law

15.1 These Terms and Conditions are governed by and construed in accordance with the **laws of England and Wales**.

15.2 Any disputes will be subject to the **exclusive jurisdiction of the English courts**.