

SEBPLUS LTD

TOOL & EQUIPMENT HIRE

TERMS AND CONDITIONS

Consumer and Business Hire | England and Wales

Effective date: 29 September 2026

SEBPLUS LTD | Company No. 16345853

Unit B17, Alison Business Centre, Alison Crescent, Sheffield, South Yorkshire, England, S2 1AS

1. Introduction and Acceptance

- 1.1 These Terms govern the hire of tools, machinery, plant, equipment, accessories and associated items (Equipment) by Sebplus LTD (Sebplus, we, us or our) to the person or organisation hiring them (the Hirer, you or your).
- 1.2 A Hire Contract is formed when Sebplus accepts a booking/order for Equipment. The Hire Schedule, quotation, booking confirmation or invoice together with these Terms forms the Hire Contract.
- 1.3 By accepting a booking or Hire Schedule, paying a hire charge or deposit, collecting or accepting delivery of Equipment, or otherwise taking possession of Equipment after being provided with or directed to these Terms, the Hirer confirms acceptance of the applicable Terms, subject to statutory rights.
- 1.4 Where a specifically agreed written term on a Hire Schedule conflicts with these general Terms, the specifically agreed written term applies to that hire.

2. Definitions

- 2.1 Equipment means any machine, tool, plant, attachment, battery, charger, blade, bit, accessory, cable, hose, key, safety device, manual or other item supplied for hire.
- 2.2 Hire Period means the period stated on the Hire Schedule, beginning when the Equipment is collected or delivered/made available as agreed and ending when it is returned to and accepted by Sebplus, subject to these Terms.
- 2.3 Hire Charges means the agreed charges for the Hire Period plus applicable VAT and any lawful additional charges.
- 2.4 Consumer means an individual acting wholly or mainly outside their trade, business, craft or profession. Business Hirer means any other Hirer acting for business purposes.

3. Eligibility, Identification and Right to Refuse Hire

- 3.1 Sebplus may require reasonable proof of identity, address, age, business details, driving entitlement where relevant, payment method and other information reasonably necessary to verify the Hirer and manage risk.
- 3.2 Equipment may only be hired by a person legally capable of entering the Hire Contract. Age-restricted or higher-risk Equipment may be subject to a minimum age or competency requirement stated at booking.
- 3.3 Sebplus may refuse or cancel a proposed hire before handover where identity cannot reasonably be verified, required payment/security is unavailable, the intended use appears unlawful or unsafe, or the Hirer cannot demonstrate any competency reasonably required for the Equipment.
- 3.4 Any cancellation by Sebplus will be handled fairly and any sums due back will be refunded subject to lawful deductions for Services or losses already incurred.

4. Hire Charges, VAT, Deposit and Security

- 4.1 Hire Charges are those shown on the Hire Schedule or booking confirmation. VAT will be charged at the applicable rate where required.
- 4.2 Sebplus may require a security deposit, payment-card pre-authorisation or other reasonable security before releasing Equipment. The amount will be disclosed before the Hire Contract is concluded.
- 4.3 A security deposit is security against sums properly due under the Hire Contract and is not automatically forfeited. Sebplus may deduct lawful amounts due for unpaid hire, late return, missing items, fuel/consumables, cleaning beyond normal use, or proven damage/loss for which the Hirer is responsible.
- 4.4 Any remaining deposit balance will be returned after the Equipment has been checked within a reasonable period. A deposit does not limit the Hirer's liability where legally recoverable loss exceeds the deposit.

5. Payment

- 5.1 Unless otherwise agreed, Hire Charges and required deposits are payable before or at the start of hire.
- 5.2 Extensions and additional charges are payable when requested or invoiced. Invoices must be paid by the due date stated.
- 5.3 Business Hirers may be liable for statutory interest and recovery compensation/costs where applicable. Consumer recovery costs will be limited to amounts that are lawful, fair and reasonable.

6. Hire Period and Extensions

- 6.1 The Equipment must be returned by the agreed date and time shown on the Hire Schedule.
- 6.2 The Hirer must request an extension before the Hire Period expires. An extension is not effective until Sebplus confirms it and any additional Hire Charges/security requirements are satisfied.
- 6.3 Keeping Equipment beyond the agreed Hire Period without approval may result in additional hire charges at the applicable daily/weekly rate until return, together with reasonable losses directly caused by the unauthorised retention where legally recoverable.
- 6.4 Unauthorised retention does not transfer ownership of the Equipment to the Hirer.

7. Collection, Delivery and Return

- 7.1 The Hirer must inspect the Equipment on collection or delivery and promptly report obvious shortages or visible damage.
- 7.2 Where Sebplus delivers or collects Equipment, delivery/collection charges and access requirements will be stated or agreed before the service is provided.
- 7.3 The Hirer must provide safe and reasonable access for delivery and collection. Failed delivery or collection caused by inaccurate instructions, inaccessible premises or other Hirer-controlled circumstances may incur a reasonable disclosed charge.
- 7.4 Equipment remains on hire until physically returned to and accepted by Sebplus or collected by Sebplus under an agreed collection arrangement.
- 7.5 The Hirer should obtain or retain reasonable evidence of return.

8. Condition at Handover

- 8.1 Sebplus will provide Equipment in a condition suitable for the agreed hire and, where consumer law applies, Equipment must meet applicable statutory requirements including being as described, of satisfactory quality and fit for any particular purpose made known and accepted.
- 8.2 Where appropriate, Sebplus will provide operating or safety information reasonably necessary for use.
- 8.3 Existing cosmetic marks or defects may be recorded on the Hire Schedule or by photographs. The Hirer should raise any disagreement before use where reasonably possible.

9. Safe Use and Hirer's Responsibilities

- 9.1 The Hirer must use the Equipment safely, lawfully, only for its intended purpose and in accordance with manufacturer instructions, warnings and information supplied by Sebplus.
- 9.2 The Hirer must ensure that anyone operating Equipment is competent, suitably trained where required, physically capable and legally entitled to operate it.
- 9.3 The Hirer must use appropriate personal protective equipment and safety measures for the task and Site.
- 9.4 Safety guards, interlocks, warning labels and protective devices must not be removed, bypassed or modified.
- 9.5 The Hirer must stop using Equipment immediately if it appears unsafe, damaged or defective and must contact Sebplus for instructions.

9.6 The Hirer must not use Equipment while impaired by alcohol, illegal drugs, medication or any condition that makes safe operation unlikely.

10. Business Hirers, Work Equipment and PUWER

- 10.1** Where Equipment is used at work, the Business Hirer is responsible for its own duties as an employer, self-employed person, contractor or person controlling work activities, including risk assessment, training, supervision, suitability of the Equipment for the task and compliance with applicable work-equipment and health-and-safety law.
- 10.2** Sebplus will comply with duties that apply to it as a supplier/provider of work equipment. Nothing in these Terms transfers or excludes a legal duty that cannot lawfully be transferred or excluded.
- 10.3** The Business Hirer must ensure that only competent and authorised persons use the Equipment and that Site-specific hazards and controls are properly managed.

11. Prohibited Uses

- 11.1** Unless Sebplus expressly agrees in writing, the Hirer must not sub-hire, lend, sell, pledge, dispose of, permanently alter, dismantle or allow a lien or security interest to arise over Equipment.
- 11.2** Equipment must not be used for an unlawful purpose, outside stated operating limits, in an unsuitable environment, for racing/testing beyond intended use, or in a manner reasonably likely to cause abnormal damage.
- 11.3** The Hirer must not take Equipment outside the United Kingdom or materially relocate higher-value Equipment from the agreed Site without Sebplus's written permission.
- 11.4** Serial numbers, asset tags, tracking devices or ownership markings must not be removed, obscured or interfered with.

12. Fuel, Batteries, Consumables and Cleaning

- 12.1** The Hire Schedule may state the fuel, battery charge, consumables or accessories supplied and the required return condition.
- 12.2** Where Equipment is supplied full of fuel or with a specified consumable level, Sebplus may charge a reasonable disclosed amount to restore missing fuel/consumables if not returned as agreed.
- 12.3** Equipment must be returned reasonably clean, allowing for ordinary use. Excessive mud, concrete, paint, resin, chemicals, waste or other contamination requiring unusual cleaning may incur a reasonable cleaning charge.
- 12.4** The Hirer must not use incorrect fuel, oil, battery, charger, chemical or consumable.

13. Maintenance, Repairs and Modifications

- 13.1** The Hirer must not carry out repairs, servicing or modifications without Sebplus's prior approval except for routine user actions expressly permitted by instructions.
- 13.2** The Hirer must allow Sebplus reasonable access to inspect or recover Equipment where a safety issue, recall, maintenance requirement or serious contractual concern arises.
- 13.3** Unauthorised repair costs will not automatically be reimbursed. Emergency action necessary to prevent immediate injury or greater damage should be reasonable and reported to Sebplus as soon as possible.

14. Breakdown or Defective Equipment

- 14.1** If Equipment breaks down or appears defective, the Hirer must stop using it, make it safe and contact Sebplus promptly.
- 14.2** The Hirer must not continue using Equipment where doing so could cause injury or further damage.

14.3 Where the problem is not caused by misuse, unauthorised alteration, accident, contamination, unsuitable fuel/consumables or another matter for which the Hirer is responsible, Sebplus will provide an appropriate remedy, which may include repair, replacement, substitute Equipment, suspension of hire charges for affected downtime, or refund/price reduction as required by applicable law.

14.4 Sebplus does not exclude or restrict statutory Consumer remedies for faulty hired goods.

15. Damage, Loss and Theft

15.1 The Hirer is responsible for taking reasonable care of Equipment throughout the Hire Period.

15.2 The Hirer must notify Sebplus promptly of loss, theft, vandalism, accident or material damage and provide reasonable information about the circumstances.

15.3 In the event of suspected theft or criminal damage, the Hirer should report the matter to the police promptly and provide the crime reference number where reasonably available.

15.4 Where loss or damage results from the Hirer's breach, negligence, misuse or failure to take reasonable care, Sebplus may recover its reasonable proven loss, including reasonable repair cost or, where repair is uneconomic or Equipment is not recovered, the reasonable value of the Equipment taking account of age and condition.

15.5 Sebplus will not impose an automatic replacement-new-for-old charge where that would overcompensate Sebplus or be unfair.

16. Security and Storage

16.1 The Hirer must keep Equipment reasonably secure against theft, unauthorised use, weather damage and vandalism.

16.2 When not in use, portable Equipment should be stored in a locked and reasonably secure building, vehicle compartment or other appropriate secured location where practicable.

16.3 Keys and security devices supplied with Equipment must be kept secure and separate where appropriate.

16.4 The Hirer must not leave Equipment in a location that is obviously unsafe or exposed to avoidable theft or damage.

17. Insurance

17.1 Sebplus may require a Business Hirer or a Hirer of specified high-value Equipment to maintain suitable insurance for hired-in plant/equipment, public liability or other relevant risks and to provide reasonable evidence before release.

17.2 Any insurance requirement will be stated before the Hire Contract is concluded.

17.3 Insurance does not remove the Hirer's contractual duties and any uninsured excess or excluded loss remains the responsibility of the party legally liable for it.

18. Accidents, Injury and Property Damage

18.1 The Hirer must immediately stop using Equipment involved in a serious accident and notify Sebplus as soon as reasonably practicable.

18.2 The Hirer must preserve relevant evidence and cooperate reasonably with any lawful insurance, safety or regulatory investigation.

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

18.4 Sebplus is not responsible for loss caused by the Hirer's unsafe use, lack of competence, breach of instructions or use for an unsuitable task to the extent Sebplus is not at fault.

19. Ownership and Recovery of Equipment

- 19.1 All Equipment remains the property of Sebplus or its owner at all times. Hire gives the Hirer temporary possession and a limited right to use Equipment during the Hire Period only.
- 19.2 The Hirer must not represent that it owns the Equipment.
- 19.3 Where Equipment is unlawfully retained or there is a serious risk of loss, Sebplus may take lawful and proportionate steps to recover it. Sebplus will not enter private premises unlawfully or use disproportionate means.

20. Cancellation Before Hire Starts

- 20.1 Cancellation terms and any booking charge will be disclosed before the Hire Contract is concluded.
- 20.2 Where a Hirer cancels and Sebplus is not at fault, Sebplus may retain or charge only a fair and reasonable amount reflecting actual losses directly caused by cancellation, taking reasonable steps to mitigate loss.
- 20.3 Consumer statutory cooling-off rights for eligible distance or off-premises contracts remain unaffected.

21. Consumer Distance and Off-Premises Cancellation Rights

- 21.1 Where a Consumer enters into an eligible distance or off-premises Hire Contract, the Consumer may have a statutory right to cancel the contract within 14 days without giving a reason, subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any applicable exemptions.
- 21.2 Where that statutory right applies, Sebplus will provide the required pre-contract information and cancellation information, including a model cancellation form. The Consumer does not have to use the model form and may cancel by any clear statement communicating the decision to cancel.
- 21.3 The applicable cancellation period and its consequences depend on the nature of the Hire Contract and how it was concluded. Nothing in these Terms removes or restricts any statutory cancellation right.
- 21.4 Where the Consumer expressly requests an associated service to begin during an applicable cancellation period, the Consumer may be required to pay a proportionate amount for services properly supplied before cancellation, but only to the extent permitted by law.
- 21.5 If the Consumer is entitled to cancel, instructions for cancellation and the model cancellation form in Appendix 1 form part of the cancellation information provided with these Terms.

22. Late Return and Failure to Return

- 22.1 Late return may result in further Hire Charges until the Equipment is returned, calculated using the applicable hire rate or another reasonable rate disclosed in the Hire Schedule.
- 22.2 If the Equipment is not returned after reasonable requests, Sebplus may take lawful recovery action and may report suspected theft or unlawful retention where appropriate.
- 22.3 Sebplus may recover reasonable additional losses directly caused by unauthorised retention where legally recoverable, but will not impose a disproportionate penalty.

23. Consumable Wear and Fair Wear and Tear

- 23.1 Normal wear arising from proper use is included in the hire price unless the Hire Schedule clearly states that a particular consumable is separately chargeable.
- 23.2 Damage caused by misuse, abuse, incorrect operation, unauthorised repair, use of incorrect consumables or avoidable impact is not fair wear and tear.
- 23.3 Where blades, cutting teeth, sanding media, drill bits or similar consumables are supplied on a chargeable-use basis, the pricing method will be disclosed before hire.

24. Cleaning and Contamination Hazards

- 24.1 The Hirer must tell Sebplus before return if Equipment has been exposed to asbestos, hazardous chemicals, biological contamination, sewage, fuel, concrete, paint, pesticides or another material that could create a health or disposal risk.
- 24.2 Sebplus may refuse immediate acceptance or require specialist decontamination where reasonably necessary. Reasonable costs caused by undisclosed or Hirer-caused contamination may be charged where legally recoverable.

25. Transport and Towing

- 25.1 Where the Hirer transports Equipment, the Hirer is responsible for using a suitable vehicle, load restraint, towing equipment and lawful loading method.
- 25.2 The Hirer must comply with applicable driving, towing, weight, licence and road-safety requirements.
- 25.3 Sebplus may refuse to release Equipment where the proposed vehicle or transport arrangement is obviously unsuitable or unsafe.

26. Delivery Site and Access

- 26.1 The Hirer must provide accurate delivery/collection information and disclose relevant access restrictions, weight limits, low clearances, soft ground, stairs or other hazards.
- 26.2 Sebplus may decline to position Equipment where doing so would create an unreasonable risk to people, property, vehicles or Equipment.
- 26.3 Unless expressly included, delivery does not include lifting, craning, carrying through buildings or positioning in hazardous/inaccessible areas.

27. Tracking and Asset Protection

- 27.1 Some Equipment may use asset tags, immobilisers, telematics or location-tracking technology for theft prevention, recovery, safety, maintenance and fleet management.
- 27.2 Where tracking data is personal data, Sebplus will process it in accordance with applicable data-protection law and its Privacy Policy.
- 27.3 The Hirer must not disable or interfere with an authorised tracking or security system.

28. Privacy and Personal Data

- 28.1 Sebplus may process identity, contact, payment, hire, Equipment, delivery, incident, insurance and verification information for booking administration, fraud prevention, safety, debt recovery, legal compliance and business operations.
- 28.2 Personal data will be handled in accordance with Sebplus LTD's Privacy Policy and applicable UK data-protection law.
- 28.3 Relevant records may be shared with insurers, payment providers, professional advisers, recovery agents, police/regulators or other recipients where lawful and necessary.

29. Sale or Transfer of the Business

- 29.1 If Sebplus sells, transfers, merges or reorganises all or part of its business, Hire Contracts and relevant customer/business records may be transferred to a purchaser or successor where lawful.
- 29.2 Any personal-data transfer will be handled under applicable data-protection law and Sebplus's Privacy Policy.

30. Changes to These Terms

- 30.1** Sebplus may update these standard Terms from time to time for future hires to reflect changes in law, Equipment, operating procedures or legitimate business requirements.
- 30.2** The version accepted when a Hire Contract is formed will normally govern that Hire Contract. Sebplus will not retrospectively impose an unfair material change on a Consumer.
- 30.3** For an ongoing hire, a material change affecting the existing Hire Contract will be notified where required by law and will apply only to the extent lawful and fair.

31. Complaints and Disputes

- 31.1** Complaints should be raised as soon as reasonably practicable with sufficient information for Sebplus to investigate.
- 31.2** Where a dispute concerns Equipment condition, damage or missing items, Sebplus may rely on reasonable handover/return photographs, inspection records and other evidence.
- 31.3** Nothing in this complaints process limits statutory rights or the right to pursue a lawful court, card or payment-provider remedy.

32. Consumer Rights

- 32.1** Nothing in these Terms affects rights that a Consumer cannot lawfully be required to give up.
- 32.2** Hired goods supplied to Consumers are subject to applicable statutory rights, including requirements concerning description, satisfactory quality and fitness for purpose.
- 32.3** Any exclusion, charge, deposit deduction, cancellation provision or remedy in these Terms applies only to the extent permitted by law.

33. Business Hirers and Limitation of Liability

- 33.1** For Business Hirers, any exclusion or limitation of liability applies only so far as it is reasonable and lawful.
- 33.2** Sebplus is not liable for indirect or consequential business losses arising from matters for which Sebplus is not legally responsible. Any specific liability cap or insurance-based limitation should be stated on the Hire Schedule where agreed.
- 33.3** Nothing excludes liability that cannot lawfully be excluded.

34. Termination by Sebplus

- 34.1** Sebplus may terminate a Hire Contract and require return of Equipment for serious grounds including material non-payment, fraud, unlawful use, serious unsafe use, unauthorised sub-hire, deliberate interference with safety/security devices, or a material risk that Equipment will be lost or damaged.
- 34.2** Where immediate termination is not reasonably necessary, Sebplus will give reasonable notice or an opportunity to remedy the breach where appropriate.
- 34.3** Termination does not remove accrued payment obligations or lawful claims arising before termination.

35. Force Majeure and Availability

- 35.1** Sebplus is not responsible for delay in supplying Equipment caused by events outside its reasonable control, including theft, breakdown despite reasonable maintenance, supplier disruption, severe weather, transport disruption or government restrictions.
- 35.2** If booked Equipment becomes unavailable, Sebplus may offer reasonably equivalent substitute Equipment, reschedule, or refund affected hire charges. A Consumer is not required to accept a materially different substitute.

36. Notices and Communications

- 36.1 Routine Hire Contract communications may be sent by email, SMS, telephone or another contact method provided by the Hirer.
- 36.2 The Hirer must keep contact and delivery details current.
- 36.3 Formal notices should be sent using the Sebplus contact details shown on the Hire Schedule, invoice, website or company correspondence.

37. Governing Law and Jurisdiction

- 37.1 These Terms and Hire Contracts are governed by the laws of England and Wales.
- 37.2 Consumer Hirers retain any mandatory jurisdictional rights available under applicable law.
- 37.3 Subject to mandatory Consumer rights, disputes will be dealt with by courts having jurisdiction under the laws of England and Wales.

38. Replacement Value and Equipment Valuation

- 68.1 The Hire Schedule may state an indicative replacement value for each item. This figure is used for risk, deposit and insurance administration and does not automatically determine the amount payable following loss or damage.
- 68.2 Where Equipment is lost, stolen, destroyed or damaged beyond economic repair due to a matter for which the Hirer is legally responsible, Sebplus may recover its reasonable proven loss, taking account of the Equipment's age, condition, market value, repairability and any salvage or insurance recovery.
- 68.3 Sebplus will not use a stated replacement value to obtain a windfall or charge more than its legally recoverable loss.

39. Variable Deposits and Risk-Based Security

- 39.1 Sebplus may set different security deposits or payment-card pre-authorisations according to Equipment value, hire duration, risk profile, type of Hirer, verification information and previous hire history.
- 39.2 The applicable deposit/security requirement will be disclosed before the Hire Contract is concluded.
- 39.3 Sebplus may reasonably require additional security before agreeing an extension or releasing additional Equipment.

40. Identity, Address and Payment Verification

- 40.1 Sebplus may require a current driving licence, passport or other reasonable photo identification together with proof of address and, for Business Hirers, company or trading information.
- 40.2 Sebplus may use reasonable fraud-prevention and payment-verification measures and may refuse release where supplied details are materially inconsistent or cannot reasonably be verified.
- 40.3 Copies or records of verification documents will be processed in accordance with Sebplus's Privacy Policy and retained only as reasonably necessary.

41. Collection by Third Parties

- 41.1 Unless agreed in advance, Equipment must be collected by the Hirer or an authorised representative identified to Sebplus.
- 41.2 Sebplus may require identification from an authorised collector and may refuse release where authority cannot reasonably be established.
- 41.3 The Hirer remains responsible for the Hire Contract where Equipment is released to a representative authorised by the Hirer.

42. Photographic and Video Condition Records

- 42.1 Sebplus may photograph or video Equipment, serial numbers, hour meters, fuel levels, accessories and visible condition at check-out and check-in.
- 42.2 These records may be used to evidence condition, investigate damage, administer deposits, handle insurance matters and resolve disputes.
- 42.3 The Hirer is encouraged to inspect the Equipment and may take their own condition photographs before first use.

43. Accessories, Keys and Missing Items

- 43.1 The Hire Schedule may list all supplied accessories including batteries, chargers, blades, chains, buckets, hoses, cables, keys, manuals and attachments.
- 43.2 Missing accessories or keys may be charged at the reasonable cost of replacement together with reasonable programming or locksmith costs where applicable.
- 43.3 Return of the main machine does not complete return of missing accessories that form part of the Hire Contract.

44. Demonstration and Competency Declaration

- 44.1 Where appropriate, Sebplus may provide a basic familiarisation or demonstration of controls and normal start/stop procedures.
- 44.2 A demonstration is not professional operator training and does not replace any qualification, certification, experience or instruction required by law or reasonably required for safe operation.
- 44.3 By taking Equipment, the Hirer confirms that the Equipment will be operated only by persons who are competent for the intended task or who have obtained appropriate training and supervision.

45. Category-Specific Requirements

- 45.1 Sebplus may impose additional requirements for higher-risk or specialist Equipment, including evidence of competence, licence, training, insurance, Site information or a higher deposit.
- 45.2 Category-specific conditions shown on the Hire Schedule or provided before hire form part of the Hire Contract.
- 45.3 Equipment such as chainsaws, access equipment, lifting equipment, trailers, excavators or other specialist plant may be subject to additional statutory inspection, operator or use requirements.

46. Safety Devices and Unauthorised Alterations

- 46.1 Guards, emergency stops, interlocks, limiters, rollover structures, protective covers, warning devices and other safety systems must not be removed, bypassed, disabled or altered.
- 46.2 Drilling, welding, cutting, rewiring, reprogramming, mechanical modification or permanent attachment is prohibited unless Sebplus expressly approves it in writing.
- 46.3 Interference with a safety device is a serious breach and may result in immediate termination of hire and recovery of the Equipment.

47. Misuse, Diagnostic and Site Call-Out Charges

- 47.1 If Equipment is reported defective, Sebplus may inspect or test it and may arrange a Site attendance where appropriate.
- 47.2 Where a reported fault is caused by Hirer misuse, incorrect setup, incorrect fuel/consumables, unauthorised alteration, failure to follow instructions, or where no fault is found, Sebplus may charge a reasonable diagnostic, transport or call-out fee where that fee or charging basis was disclosed before the attendance.

47.3 Where a genuine defect is Sebplus's responsibility, the Hirer will not be charged for reasonable diagnosis or remedy.

48. Tyres, Tracks, Cutting Components and Wear Items

48.1 Normal fair wear and tear is included in the Hire Charges unless a disclosed consumable-use charge applies.

48.2 Punctures, sidewall cuts, impact damage, track damage, broken chains, blades, teeth or other components damaged by misuse, hidden Site hazards or operation outside intended conditions may be chargeable where the Hirer is responsible.

48.3 Sebplus will distinguish reasonable wear from chargeable damage by reference to the Equipment, duration and nature of use.

49. Incorrect Fuel, Oil and Fluids

49.1 The Hirer must use only the fuel, oil, two-stroke mixture, hydraulic fluid, AdBlue or other fluid specified by Sebplus or the manufacturer.

49.2 Damage, draining, flushing, filters, recovery and repair reasonably caused by incorrect or contaminated fuel/fluids may be charged to the Hirer where legally recoverable.

49.3 The Hirer should contact Sebplus before starting Equipment if uncertain about the correct fuel or fluid.

50. Battery Equipment and Charging

50.1 Only compatible batteries, chargers and power supplies approved for the Equipment may be used.

50.2 Batteries must not be opened, modified, short-circuited, exposed to excessive heat, submerged, charged in unsafe conditions or used after visible serious damage.

50.3 The Hirer must follow charging, storage and transport instructions supplied with battery Equipment.

51. Water, Flood and Weather Damage

51.1 Equipment must be protected from avoidable rain, flooding, immersion, frost, excessive heat and other conditions outside its intended environmental rating.

51.2 The Hirer is responsible for damage caused by avoidable exposure or storage contrary to instructions where the Hirer is at fault.

51.3 Equipment designed for outdoor use may be used within its stated operating limits.

52. Concrete, Cement, Resin, Paint and Setting Materials

52.1 Equipment exposed to concrete, cement, plaster, resin, paint, bitumen or other setting/bonding materials must be cleaned promptly and safely in accordance with instructions.

52.2 Sebplus may charge reasonable cleaning, decontamination or replacement costs where material has been allowed to set or permanently damage Equipment due to the Hirer's failure to take reasonable care.

53. Hour Meters, Mileage and Usage Allowances

53.1 For Equipment priced with an operating-hour, mileage or other usage allowance, the allowance and excess rate will be stated on the Hire Schedule.

53.2 Usage above the included allowance may be charged at the disclosed excess rate.

53.3 The Hirer must not disconnect, reset, obstruct or tamper with hour meters, odometers or usage-recording devices.

54. Telematics, GPS and Geofencing

- 54.1 Selected Equipment may contain GPS, telematics, geofencing, immobilisation or other asset-protection technology.
- 54.2 Sebplus may use such technology for theft prevention, recovery, fleet management, maintenance, security and investigation of serious contractual breaches, subject to applicable law and the Privacy Policy.
- 54.3 The Hirer must not remove, shield, disable or interfere with tracking or telematics equipment.

55. Theft Reporting and Cooperation

- 55.1 The Hirer must notify Sebplus without undue delay after discovering theft or suspected theft and must take reasonable steps to protect any remaining Equipment.
- 55.2 The Hirer must report theft to the police promptly and provide the crime reference number and reasonable supporting information where available.
- 55.3 The Hirer must cooperate reasonably with Sebplus and its insurer in recovery and investigation.

56. Lost Keys, Fobs and Security Devices

- 56.1 Lost keys, immobiliser keys, remotes, fobs, locks or security devices may be charged at the reasonable replacement cost together with necessary programming, coding or locksmith costs where the Hirer is responsible.
- 56.2 Loss of a key does not authorise the Hirer to force, bypass or modify the Equipment's security system.

57. Return, Recovery and Abandoned Equipment

- 57.1 Equipment is not treated as returned merely because the Hirer leaves it at an unattended location, outside Sebplus premises, with an unauthorised person or at another location not agreed for return.
- 57.2 The Hirer must follow the agreed return or collection procedure and remain responsible for reasonable care until Sebplus accepts return or completes an agreed collection.
- 57.3 After termination or expiry, the Hirer must make Equipment reasonably available for lawful return or collection. Sebplus will not enter private premises without lawful authority.

58. Hire Units: Day, Weekend and Week

- 58.1 The precise hire unit, collection time and due-back time will be stated on the Hire Schedule. A 'day', 'weekend' or 'week' means the period stated there and should not be assumed to mean a fixed number of calendar days where different collection/return times are specified.
- 58.2 Sebplus may offer weekend packages or other promotional hire periods. The applicable package price and return deadline will be confirmed before hire.
- 58.3 Late return beyond the stated deadline may move the hire into the next applicable charging period.

59. Early Return

- 59.1 Returning Equipment before the agreed end of a prepaid Hire Period does not automatically create a pro-rata refund where the Equipment was reserved for that fixed period.
- 59.2 Any refund or credit for early return is at Sebplus's discretion unless a statutory right or expressly agreed term requires otherwise.
- 59.3 This clause does not affect remedies available where Equipment is faulty or Sebplus is otherwise in breach.

60. Reservations and No-Shows

- 60.1 Sebplus may reserve Equipment for a Hirer and decline other bookings in reliance on that reservation.

60.2 Any reservation fee, cancellation window or no-show charge will be disclosed before booking and will be limited to a fair and reasonable amount reflecting the circumstances and applicable law.

60.3 Sebplus will not impose a disproportionate Consumer cancellation penalty.

61. Substitution Before or During Hire

61.1 If booked Equipment becomes unavailable because of breakdown, theft, late return by another Hirer or another event outside Sebplus's reasonable control, Sebplus may offer reasonably equivalent substitute Equipment, reschedule the hire or refund affected Hire Charges.

61.2 A Consumer is not required to accept Equipment that is materially different from what was contracted.

61.3 Where a substitute has a different safe operating procedure, Sebplus will provide appropriate information.

62. Cleaning Fee Schedule

62.1 Sebplus may publish or state a cleaning-fee schedule for standard, heavy and specialist cleaning. The applicable fee or charging basis must be disclosed before hire where it may apply.

62.2 Specialist contamination or damage may be charged by reasonable actual cost where a fixed fee would not fairly reflect the work required.

63. Post-Return Inspection and Deposit Release

63.1 Sebplus may carry out a reasonable post-return inspection and functional test before finalising deposit deductions or releasing security.

63.2 Some mechanical, electrical, hydraulic or battery damage may not be immediately visible at the moment of physical return. Sebplus may notify the Hirer of subsequently discovered damage where there is reasonable evidence that it arose during the Hire Period and the Hirer is legally responsible.

63.3 Sebplus will carry out inspection and communicate any proposed deduction within a reasonable period, taking account of the Equipment and nature of testing required.

63.4 Any deposit deduction should be supported by reasonable records, photographs, inspection findings, invoices, estimates or other evidence as appropriate.

64. Loss of Hire Following Hirer-Caused Damage

64.1 For Business Hirers, where Equipment is unavailable for further hire because of proven Hirer-caused damage, Sebplus may seek reasonable and foreseeable loss of hire actually suffered during a reasonable repair or replacement period, subject to applicable law and the duty to mitigate loss.

64.2 For Consumers, any claim for consequential loss will be limited to what is fair, transparent and legally recoverable and will not operate as a penalty.

65. Fines, Tolls and Charges

65.1 Where Equipment, trailers or vehicles are used in a way that results in parking charges, tolls, congestion charges, penalties or similar liabilities attributable to the Hirer's use during the Hire Period, the Hirer is responsible for amounts legally payable by them.

65.2 Where Sebplus is required to process or pay a charge on the Hirer's behalf, Sebplus may recover the amount plus a reasonable disclosed administration fee where lawful.

66. Smoking and Hazardous Cabin Contamination

66.1 Smoking or vaping is prohibited inside enclosed cabs or Equipment where Sebplus designates the Equipment as non-smoking.

66.2 The Hirer must not contaminate Equipment with hazardous substances, needles, biological waste or other dangerous materials and must disclose any accidental contamination before return.

66.3 Reasonable specialist cleaning or decontamination costs may be charged where the Hirer is responsible.

67. No Right to Purchase or Right of First Refusal

67.1 Hire does not give the Hirer an option, right of first refusal or other right to purchase the Equipment.

67.2 Any later sale of Equipment by Sebplus requires a separate written sale agreement and price.

68. Company Details and Acceptance

68.1 Supplier: SEBPLUS LTD.

68.2 Company number: 16345853. Registered in England and Wales.

68.3 Registered office: Unit B17, Alison Business Centre, Alison Crescent, Sheffield, South Yorkshire, England, S2 1AS.

68.4 Email: info@sebplus.co.uk. Telephone: 07527 628000. Website: www.sebplus.co.uk.

68.5 By entering a Hire Contract, the Hirer confirms that they have been given a reasonable opportunity to read these Terms and agrees to comply with them, subject to statutory rights.

Appendix 1 - Consumer Cancellation Information and Model Cancellation Form

This Appendix applies only where a Consumer has a statutory right to cancel an eligible distance or off-premises Hire Contract.

To exercise the right to cancel, the Consumer must inform SEBPLUS LTD of the decision to cancel by a clear statement before the applicable cancellation period expires. The model form below may be used, but its use is not compulsory.

Cancellation notices may be sent to: SEBPLUS LTD, Unit B17, Alison Business Centre, Alison Crescent, Sheffield, South Yorkshire, England, S2 1AS; email: info@sebplus.co.uk.

MODEL CANCELLATION FORM

To: SEBPLUS LTD, Unit B17, Alison Business Centre, Alison Crescent, Sheffield, South Yorkshire, England, S2 1AS

Email: info@sebplus.co.uk

I/We hereby give notice that I/We cancel my/our Hire Contract for the following Equipment:

Hire Schedule / booking reference (if known): _____

Contract date: _____

Name of Consumer(s): _____

Address of Consumer(s): _____

Signature of Consumer(s) (only if this form is notified on paper): _____

Date: _____

Note: Statutory cancellation rights are subject to the applicable law, the type of contract and any relevant exemptions. This form does not create a cancellation right where the law does not provide one.