

## The **SERVICE GRAPHICS LTD'S STANDARD TERMS AND CONDITIONS**

### **1. Interpretation**

- 1.1 In these Conditions:  
"Company" means Service Graphics Limited (registered in England under number 4332146) whose registered office is at St Ives House, Lavington Street, London SE1 0NX;  
"Conditions" means these standard terms and conditions and (unless the context otherwise requires) any special terms and conditions agreed in Writing by a duly authorised signatory of the Company  
"Contract" means the contract for the supply of Goods and/or Services  
"Customer" means the person whose order for the purchase of the Goods, and/or Services is accepted by the Company  
"Goods" means the goods (including any installment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions;  
"Hire Equipment" means the equipment hired by the Customer pursuant to the Contract  
"Installation" means the installation of the Goods and/or Hire Equipment at the Premises;  
"Order" means each and every request / order issued in accordance with these Conditions for the supply of Goods and/or Services.  
"Premises" the premises at which the Goods and/or Services are to be supplied / provided;  
"Services" means the supply and/or hire and/or Installation of the Goods and/or Hire Equipment and associated services  
"Writing" includes fax, email, letter and comparable means of communication.
- 1.2 Any reference in these Conditions to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, re-enacted or extended.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 A reference to a "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state and joint venture.
- 1.5 Words in the singular shall include the plural and vice versa.

### **2. Basis of the Contract**

- 2.1 The Company shall supply to the Customer the Goods, and/or Services for the price set out in the Order subject to these Conditions, which shall govern the Contract to the exclusion of all other terms and conditions
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing by the authorised representative of the Company.
- 2.3 No representations, warranties or undertakings (verbal or otherwise) made by the Company's employees or agents concerning the Goods and/or Services shall be binding unless confirmed by an authorised representative of the Company in Writing.
- 2.4 Any advice or recommendation given by the Company's employees or agents which is not confirmed in Writing is given without liability and is followed or acted upon entirely at the Customer's own risk.

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### 3. Orders and specifications

- 3.1 No Order shall be deemed binding and a Contract formed until the Company's written estimate has been accepted by the Customer and the Customer's acceptance has been acknowledged/confirmed in Writing by the Company, or where a Customer submits a written order that order has been accepted by the Company in Writing.
- 3.2 The Customer shall be responsible for ensuring all necessary and accurate details/information are contained in the Order (including any applicable specification) and ensuring it is submitted within sufficient time to enable the Company to perform the Contract. Where proofs are submitted to the Customer for approval, the Company shall incur no liability for errors in those proofs which the Customer fails to identify
- 3.3 Unless confirmed in Writing by the Company, all specifications, drawings and particulars of weights, dimensions and performance issued by the Company are approximate only and the Company gives no warranty or representation that the Goods and/or Services will conform to such specifications.
- 3.4 If the Goods and/or Services are to be produced in accordance with a specification submitted by the Customer, the Customer warrants to the Company that the intellectual property rights in such specification belong to the Customer or the Customer is licensed or otherwise authorised to use such specification. The Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid in settlement of any claim arising out of:-  
(i) infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification; and/or  
(ii) any impracticality, inefficiency or lack of safety or other defect in the Goods and/or Services where such defect is due (whether in whole or in part) to faults or omissions in information, drawings, designs, instructions, or specifications of the Customer.
- 3.5 The Company reserves the right to make any changes in the specification of the Goods and/or Services which are (in the Company's opinion) required to conform with any applicable statutory or EC requirements or, where the Goods and/or Services are to be supplied to the Company's specification, which do not materially affect their quality or performance.
- 3.6 No Order which has been accepted by the Company may be cancelled by the Customer except with the Company's agreement in Writing of and on terms that the Customer shall indemnify the Company against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 3.7 The Company shall not be required to process any Order which in its opinion is or may be of an illegal or libelous nature and the Customer shall indemnify the Company against any loss, damages, costs and expenses awarded against or incurred by the Company in connection therewith.

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#### 4. Price of the Goods

- 4.1 Unless otherwise agreed in Writing the price of the Goods and/or Services (“the Price”) shall be the price stated in the Order or, where no price has been stated (or the stated price is no longer valid), the Company’s current listed price (export or other price) for such Goods and/or Services All prices in the Company’s estimates are valid for 30 days only (or until earlier acceptance by the Customer or earlier withdrawal by the Company), after which time they may be altered.
- 4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price to reflect any increase in the cost which is due to any factor beyond the control of the Company (such as, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods or Services requested by the Customer, or any delay caused by the Customer’s instructions or failure to give adequate instructions or information.
- 4.3 Except as stated in any estimate or the Company’s price list, or agreed otherwise in Writing, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods, the Customer shall be liable to pay the Company’s charges for transport, packaging and insurance.
- 4.4 All prices are exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.
- 4.5 Returnable pallets and containers will be charged for by the Company in addition to the price, but if returned to the Company undamaged before the due payment date the Company will give the Customer a full credit for such costs.

#### 5. Terms of payment

- 5.1 the Company reserves the right to require payment as follows:  
(i) if the Customer is a new customer, full payment of the price in advance on or before the commencement of any work or services by the Company, or  
(ii) if the price is £5,000 or more, 50% of the price to be paid in advance on acceptance of the Customer’s Order prior to commencement of any work or services by the Company.
- Any monies agreed to be paid by the Customer to the Company on account of any price or fee payable under the Contract prior to the commencement of the Contract or prior to delivery of the Goods or Services, may be applied by the Company, at the Company’s discretion, against any invoice rendered by the Company under the Contract, not necessarily in chronological order of invoice rendered.
- 5.2 Unless agreed otherwise in Writing, the Company shall be entitled to invoice the Customer for the price (or where an advance payment on account of the price has been paid, the balance of the price) on or at any time after delivery or collection of the Goods and/or completion of the Services or when the Company notifies the Customer that the Goods are ready for collection, or delivery, or the Services are ready for delivery/completion and the Customer fails to accept delivery, collection or completion. The Company further reserves the right to submit interim invoices if, in the Company’s discretion, the circumstances in respect of a particular Order means that it would be unreasonable for the Company to have to wait until the time of delivery or collection of the Goods or completion of the Services.
- 5.3 The Customer shall pay the price (or where an advance payment on account of the price has been paid, the balance of the price) due under the Contract (without any set off deduction, counterclaim, abatement or otherwise) within 30 days of the date of the

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Company's invoice, The time of payment of the price shall be of the essence of the Contract. No payment shall be deemed to have been received by the Company until the Company has received cleared funds.

- 5.4 Where the Company agrees in Writing to any rebate or reduction in the fees or price payable under the Contract in return for the Customer paying invoices within agreed timescales, where such timescales are not adhered to by the Customer, the Company shall be entitled to withdraw any such rebate or reduction arrangement without notice to the Customer
- 5.5 If the Customer fails to make any payment in full on the relevant due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 5.5.1 cancel the Contract or suspend any further deliveries of Goods or the supply of Services to the Customer;
- 5.5.2 the immediate payment of all outstanding invoices in respect of the Goods and/or Services and of any other goods, works or services provided by the Company to the Customer under any other contract notwithstanding the fact that the date for payment may not yet have fallen due;
- 5.5.3 charge the Customer interest on the amount unpaid, at the rate of 4% per above National Westminster Bank PLC's base rate from time to time in force, from the date the monies fall due until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest); and
- 5.5.4 charge the Customer the cost of recovery of any unpaid amount including any legal costs, disbursements and bank charges incurred.
- 5.6 the Company reserves the right (in its entire discretion) at any time by notice in Writing to the Customer to set off any monies owed by the Company to the Customer against any monies owed to the Company by the Customer under the Contract.

## 6. Delivery

- 6.1 The Goods shall be deemed delivered when the Customer either collects the Goods from the Company's premises after being notified by the Company that the Goods are ready for collection or, if some other place for delivery is agreed in Writing when the Goods are delivered to the agreed place for delivery. The Services shall be deemed completed on notification and acceptance by the Customer that the Services have been delivered/completed.
- 6.2 Any dates quoted for delivery of the Goods, or completion of the Services are approximate only and the Company shall not be liable for any delay in delivery of the Goods or completion of the Services howsoever caused. Time for delivery and/or completion shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 6.3 Where the Goods are to be delivered in installments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installment shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.4 If the Company fails to deliver the Goods (or any installment) or complete the Services for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of obtaining similar goods and/or services to replace those not delivered over the price

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of the Goods and/or the Services. In no circumstances shall the Company be responsible for any other loss (including loss of profit) whether direct or indirect or consequential costs, damages, charges or expenses arising out of such late or non delivery.

- 6.5 If the Customer fails to take delivery of the Goods and/or Services or fails to give the Company adequate delivery instructions (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, The Company may:
- 6.5.1 elect that the Goods are deemed delivered; or
  - 6.5.2 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - 6.5.3 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess or charge the Customer for any shortfall below the price under the Contract.
- 6.6 Any defects in the Goods or Services must be notified in Writing (giving full details of the alleged defects and affording the Company a reasonable opportunity to inspect the alleged defects, failing which the notice shall be deemed to be invalid) by the Customer to the Company within 7 days of delivery of the Goods and completion of the Services otherwise the Goods and Services will have been deemed to have been accepted and to have been delivered to the Customer free of all defects or faults and the Customer shall have no further right to reject the Goods or Services or recover any compensation therefore.
- 6.7 Notwithstanding any other clause in the Conditions, if any Goods or Services are used after delivery or completion by the Customer, then the Customer shall be deemed to have accepted the Goods and /or Services.

## 7. Risk and property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of collection or delivery to the agreed place for delivery or, if the Customer wrongfully fails to take delivery or collect the Goods, the time when the Company has notified the Customer that the Goods are ready for collection, or tendered delivery of the Goods. Where title/property in the Goods and Services has not passed to the Customer but risk has passed, the Customer shall ensure that the Goods and Services are adequately insured with a reputable insurer and that the Company's interest in the Goods and Services are noted on the said insurance policy.
- 7.2 Property in the Goods shall not pass to the Customer until the Company has received in cleared funds payment in full of the price of the Goods and Services and all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer's and third parties and properly stored, protected and insured and identified as the Company's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.
- 7.4 The Company shall ( provided the Goods are still in existence and have not been resold) be entitled at any time to require the Goods to be returned or be permitted to enter the Customer's or any third party's premises to repossess the Goods.

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## 8. Warranties and liability

- 8.1 The Company warrants that the Goods if solely manufactured by the Company will be free from defects in material and workmanship for a period of 12 months from delivery. In all other cases, the Company shall endeavour to pass on to the Customer such manufacturer's warranty or guarantees as may be afforded to the Company (and are capable of being passed on to the Customer) by the manufacturer or supplier of the Goods when such items were purchased by the Company itself.
- 8.2 The above warranty is given by the Company subject to the Company having no liability in respect of:
- 8.2.1 any defect in the Goods arising from any information, drawing, design, instruction or specification supplied by the Customer;
- 8.2.2 any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), improper installation (other than by the Company) misuse or alteration or repair of the Goods without the Company's approval;
- 8.2.3 the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and/or Services has not been paid by the due date for payment or if the Customer is otherwise in breach of this Contract or any other contract with the Customer;
- 8.3 for the avoidance of doubt, the above warranty does not apply to the Hire Equipment and/or the Installation.
- 8.4 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded in the Contract to the fullest extent permitted by law.
- 8.5 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.
- 8.6 The Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer or the supply of the Services, and the entire liability of the Company under or in connection with the Contract shall not exceed 100% of the price payable under that Contract, except as expressly provided in these Conditions.
- 8.7 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay or failure to perform, any of the Company's obligations in relation to the Contract, if the delay or failure was due to any cause beyond the Company's reasonable control (including but not limited to an Act of God, explosion, flood, tempest, fire, accident, power failure, war, sabotage, insurrection, civil disturbance, regulations, bye-laws, prohibitions, embargoes or measures of any kind on the part of any governmental, parliamentary or other competent authority, industrial action(s) or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery) and such failure or delay shall entitle either party to terminate the Contract if it persists for more than three months but the Customer shall remain liable to pay the price under the Contract in respect of items delivered prior to the date of such cancellation. ;

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- 8.8 Notwithstanding the other provisions of this Clause 8, the Company may in its entire discretion once notice of any defect or fault in the Goods and/or Services have been notified in Writing and accepted by the Company, elect to repair and/or replace the Goods and/or Services and if so, the repair / replacement of the Goods shall be the full extent of the Company's liability to the Customer under the Contract.
- 8.9 Nothing in this Clause 8 shall restrict the Company's liability for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

## 9. Indemnity

- 9.1 Provided always that this indemnity shall not apply to the extent that any claim arises directly or indirectly as a result of, or from the use of any information, drawing(s), design, instruction(s), material(s), or the specification supplied by the Customer pursuant to the terms of the Contract, for which the Customer shall be liable for and indemnify the Company against, if any claim is made against the Customer that the Goods and/or Services infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then the Company shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:
- 9.1.1 the Company is given full control of any proceedings or negotiations in connection with any such claim;
- 9.1.2 the Customer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;
- 9.1.3 the Customer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld);
- 9.1.4 the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);
- 9.1.5 the Company shall be entitled to the benefit of, and the Customer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Customer which are payable by, or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- 9.1.6 without prejudice to any duty of the Customer at common law, the Company shall be entitled to require the Customer to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under this clause.

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## 10. Installation

- 10.1 Where Installation is required pursuant to the Contract, the Company shall install the Goods and/or Hire Equipment on the terms and conditions set out in this Clause and the Contract generally.
- 10.2 the Company is not responsible for any delay in Installation directly or indirectly arising out of the actions or omissions of the Customer (including any employee, officer or contractor of the Customer) or any third party.
- 10.3 The Customer shall: -
  - 10.3.1 make any necessary agreement with relevant regulatory, governmental or other authorities or other relevant third parties and obtain by payment or otherwise any consent / approval or authorisation required and to continue to meet those requirements to maintain their approval in respect of the Installation;
  - 10.3.2 provide any information the Company may reasonably require in connection with the Installation;
  - 10.3.3 tell the Company if any information the Customer has given to the Company changes; and
  - 10.3.4 if any approval, consent or authorisation is amended or ends, the Customer must write to the Company as soon as the Customer finds out.
- 10.4 The Customer must during Installation: -
  - 10.4.1 give the Company access to the Premises so that the Company may perform the Installation and provide all such assistance as may be reasonably requested by the Company promptly and without cost to the Company. The Customer shall move any materials, and other objects obstructing or preventing installation;
  - 10.4.2 use best efforts to make sure that the Premises and any equipment provided are safe and without risk for the Company's employees and agents. The Customer must tell the Company the location of any concealed pipes and wires which may affect the Installation and about any known risks and any hazardous materials at the Premises;
  - 10.4.3 provide information about the Customer, the Premises and any other relevant information so that the Company can perform the Installation. The Customer must write to the Company to tell the Company of any changes to this information;
  - 10.4.4 operate the Goods and/or Hire Equipment according to the requirements of the specification and operating instructions if any and users handbooks issued from time to time;
  - 10.4.5 be responsible for and compensate the Company against all liabilities, claims, losses or expenses the Company suffers if caused: (i) because the Customer or others have damaged or not used the Goods and/or Hire Equipment according to the specification or operating instructions; or (ii) as a result of the connection of the Goods and/or Hire Equipment to any equipment or device not supplied by the Company;
  - 10.4.6 tell the Company at once of any defect or fault in the Goods and/or Hire Equipment; if anyone tampers with the Goods and or Hire Equipment; if any part of the Goods and/or Hire Equipment is damaged or stolen; or if the Goods and/or Hire Equipment are to be subject to any unusual operating or environmental conditions; and
  - 10.4.7 ensure that the Company's staff and contractors have adequate welfare facilities (toilet and washing facilities).

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## 11. Hire

Where the Customer as part of the Contract hires the Hire Equipment, the following terms shall apply, unless varied and/or extended by the Company in Writing: -

- 11.1 The period of hire shall commence on the earlier of the date of the Contract and the date on which the Hire Equipment is collected by or delivered to the Customer. The period of hire shall end on the earlier of the following days, the day on which it is redelivered to the Company at the delivery point specified above on the expiry of the agreed period of hire or the day on which it is collected by the Company.
- 11.2 In respect of delivery of the Hire Equipment, for the avoidance of doubt, the provisions of Clause 6 (Delivery) shall apply mutatis mutandis to the delivery of the Hire Equipment.
- 11.3 Other than where the Customer signs a delivery note (in which case the Customer shall be deemed to have accepted the Hire Equipment without defect or malfunction), the Customer shall report any defects or malfunction in the Hire Equipment within 48 hours of delivery and shall, if so requested by the Company, return the Hire Equipment to the delivery point for inspection by the Company. If the Company agrees in its absolute discretion that the Hire Equipment is not functioning properly, it shall use all reasonable endeavours to provide a suitable replacement item or items from the stock of the Company as it shall in its absolute discretion consider appropriate. Subject only to the above, the Company accepts no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by the Customer or by any third person (including the Customer's servants or agents), except that the Company does not by this exclude its liability for death or personal injury arising out of the negligence of the Company, its servants or agents. This is without prejudice to any other limitation of the Company's liability pursuant to this Agreement.
- 11.4 The Hire Equipment shall be under the control of the Customer at all times from delivery until its return or collection, and the Customer shall ensure that the Hire Equipment is used safely and is not used for any purpose for which it is not designed or reasonably suitable.
- 11.5 The Customer shall be responsible for and shall indemnify the Company against all loss or damage caused to or by the Hire Equipment from whatever cause arising.
- 11.6 The Customer shall keep the Hire Equipment insured against loss or damage and third party risks and shall produce evidence of such insurance to the Company on demand who shall be entitled to withhold delivery until such production.
- 11.7 The Customer shall not move the Hire Equipment from the Premises without first obtaining the Company's written consent (which may be withheld or made subject to such conditions as the Company in its absolute discretion shall decide). The Customer shall keep the Hire Equipment in its sole possession and shall not lend the Hire Equipment or sublet it to any person or otherwise part with possession of it in any way. The Customer acknowledges that the Hire Equipment remains the property of the Company at all times and must not in any circumstances be sold or used as security. The Customer shall not permit any lien to be created on the Hire Equipment or pledge the Company credit for repairs to it.
- 11.8 the Company will maintain the Hire Equipment at its own expense and the Customer shall, when required by the Company, grant access to the Hire Equipment for the purpose of inspecting it and carrying out any work of maintenance or repair.
- 11.9 The Customer must not repair or attempt to repair the Hire Equipment in the event of damage but must at once notify the Company.
- 11.10 If the damage has been caused by the fault or carelessness of the Customer or by misuse of the Hire Equipment, the repair will be at the expense of the Customer.

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- 11.11 the Company may substitute other Hire Equipment of a similar type or condition in lieu of repairing the Hire Equipment without relieving the Customer from any responsibility for the cost of repair under these Conditions and without extending the period of hire.
- 11.12 Nothing in this clause shall affect or diminish the liability of the Customer for any breach of this Agreement or render the Company liable to the Customer for any resultant or consequential loss, damage or inconvenience.
- 11.13 If the Hire Equipment is returned damaged, the Customer will be liable for the cost of repair or replacement of the Hire Equipment that were hired. the Company will undertake the repair/replacement and will invoice the Customer in full.
- 11.14 If the Hire Equipment is not returned to the Company and is deemed lost and irreplaceable, then the Company will invoice the Customer for the full retail value for the Hire Equipment.

## 12. Termination of the Contract

- 12.1 This clause applies if:
  - 12.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
  - 12.1.3 the Customer ceases, or threatens to cease, to carry on business; or
  - 12.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
  - 12.1.5 the Customer is in breach of the provisions of the Contract and fails to remedy the same (if capable of remedy) within 7 days of the Company notifying the Customer of such breach.
- 12.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the price has not been paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 13. General

- 13.1 the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group (i.e. any subsidiary or sister company of the Company, or any holding company of the Company or any subsidiary of any such holding company), provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
- 13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.3 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

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- 13.5 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the company whether under the Contract or not.
- 13.6 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract and any waiver by the Company of any breach of, or any default under any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.7 The Contract and any documents referred to in it constitute the entire agreement between the parties.
- 13.8 the Customer may assign and/or subcontract the Contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 13.9 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Any rescission, variation, amendment or waiver to or of this Contract or any other contract between the Company and the Customer shall not require the consent or approval of any person who is not a party to such a contract.
- 13.10 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

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