

# STANDARD TERMS AND CONDITIONS

SIMON J LYCETT LIMITED  
Arches 270-272  
Bethwin Road  
LONDON  
SE5 0YW  
Co Reg: 04056639

## 1. DEFINITIONS

In this document the following words shall have the following meanings:

"Client" means any person who purchases Goods and Services from the Company;

"Company" means Simon J Lycett Ltd;

"Goods" means the articles specified in the Order Form;

"Intellectual Property" means , any patent, registered or unregistered trade mark or service mark, copyright, registered design or mark, any application for any of the foregoing, any right in respect of technical or commercial information and any other form of protection; any suggestion, strategy, package, document, option, or solution; all verbal, written and recorded work by the Company;

"Order Form" means a statement of work, estimate, quotation or other similar document describing the Goods and Services to be provided by the Company;

"Services" means the services specified in the Order Form;

"Terms and Conditions" means the terms and conditions of sale and supply set out in this document and any special terms and conditions agreed in writing by the Company.

## 2. APPLICATION OF CONDITIONS

Unless modified by special arrangements in writing by Simon J Lycett Ltd, these Terms & Conditions of sale and supply shall be the only and entire basis of agreement between the Company and the Client and shall have precedence over any terms and conditions proposed or stipulated by the Client or any prior verbal representations. These Terms & Conditions of sale and supply shall be deemed to be accepted by the Client who places an Order having previously been supplied with a copy of these Terms & Conditions of sale and supply.

## 3. ORDERS

The Company shall reserve the right to refuse to accept any order for the sale or supply of Goods or Services without any necessity to state or offer a reason for doing so.

An Order placed by the Client shall constitute an irrevocable offer by the Client to purchase the Goods and/or Services which may be accepted by the Company.

Confirmation Orders may be placed by telephone, letter, fax or e-mail. Any Order will be confirmed in writing by provision of an Order acknowledgment.

## 4. PRICE

Prices stated are those current at the date of the Order Form. Simon J Lycett Ltd reserves the right to increase prices on non-activated Orders to take account of any increases in costs which are notified to the Company after such date and which take effect prior to order confirmation . Value Added Tax will be charged in accordance with United Kingdom legislation in force at the tax point date.

## 5. TRADE LITERATURE

All trade literature is subject to alteration at any time without notice. Descriptions of the Goods and Services are intended to offer guidance only and therefore the Company cannot be held liable for their accuracy.

## 6. PAYMENT

Payment of seventy five per cent (75%) of the Agreement price is required on the written acknowledgment of the Order Form. Unless otherwise agreed in writing all accounts are due for payment within 14 days of the date of invoice. Invoices will be supplied after the completion of the supply of Goods and /or Services.

If any accounts remain unpaid by that date, we reserve the right to:

- i) Withhold all further supplies and/or cancel the contract
- ii) Charge interest and fees on all due monies as provided for by the late Payment of Commercial Debts (Interest) Act 1998 as amended until payment (including any costs incurred) has been paid.

## 7. TITLE AND RISK

On delivery of the Goods on hire, risk of damage or loss passes to the Client. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Client.

As ownership of Goods on hire does not pass to the Client, the Company reserves the right to, at any time deemed reasonable to ourselves, and without giving reasons for doing so, request the Client to return the goods on hire. If the Client fails to do so, the Company shall be entitled to enter on to the Client's premises or those of a third party where the Goods are stored in order to repossess them.

In respect of any Goods hired by the Client, the Client shall take all reasonable care of such Goods and will indemnify the Company in full against any loss or damage to those Goods.

The Company reserves the right to add collection costs and legal fees incurred in the recovery of the outstanding debt.

## 8. INTELLECTUAL PROPERTY

The parties agree that all Intellectual Property (as defined above) and including but not exclusively all the Documents, Consultations, Papers, Designs, Materials, Discussions and Communications specifically produced by or on behalf of the Company in connection with or relating to this Agreement shall vest in and belong to the Company.

The Client shall at the request of the Company, take all such steps and execute all such assignments and other documents as the Company reasonably require to ensure that all the Intellectual Property vests in and belongs to the Company or the Company and for the registration or protection of the Company's rights in Intellectual Property.

Designs are the copyright of the Company and may not be distributed to third parties, sold, licensed, transferred, copied or reproduced in whole or in part in any manner or in any media without permission from the Company.

Images used may be subject to copyright restrictions from third parties and may not be distributed to third parties, sold, licensed, transferred, copied or reproduced in whole or in part in any manner or in any media without permission from the Company.

## 9. CONFIDENTIAL INFORMATION

Each of the parties agrees with the other that it shall keep any information designated as confidential or which is otherwise clearly confidential in its nature received by it relating to the Goods, the business, assets, affairs and financial results of either party with the exclusion of any information that is already in the public domain.

## 10. LIMITATION OF LIABILITY

Simon J Lycett Ltd does not provide a warranty.

The Company does however warrant to the Client that the Goods and Services will at all times meet the specifications provided by the Client.

Simon J Lycett Ltd shall have no liability to the Client, the user or any third party for the consequential or incidental damages of any kind whatsoever (other than that for death or personal injury caused by the negligence of the Company) by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the warranty for any consequential or incidental loss or damage including, without limitation any indirect loss



or damage such as operating loss, costs, expenses, loss of clientele or damage to the Client's image or reputation or any other claims for consequential compensation whatsoever which may arise out of or in connection with the supply of Simon J Lycett Ltd's Goods and Services or their use or resale by the Client or the user.

In the event of Goods or Services being supplied which fail to meet the Client's specification, the liability of the Company in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise with respect to any claim shall be solely limited to the total sums received by the Company pursuant to this agreement at the time of the claim. Any claim made in respect of the above must be made to the Company immediately and confirmed in writing within seven days.

#### **11. TERMINATION**

The Company reserves the right to cancel the contract without liability, suspend further deliveries without liability and in the case of Goods having been delivered but not yet paid for, the account shall become immediately due for payment, irrelevant of any previous agreement between the Company and the Client.

This clause shall apply in the following conditions:

- i) The Client makes voluntary agreements with its creditors
- ii) Becomes subject to an administrative order
- iii) In the case of an individual partnership or firm becomes bankrupt
- iv) In the case of a company going into liquidation
- v) The Client is likely to cease trading
- vi) The Company reasonably believes that any of the above is about to happen and notifies the Client accordingly

#### **12. NON-ASSIGNMENT BY THE CLIENT**

The Client shall not (but Simon J Lycett Ltd shall) be entitled to assign transfer or sub-licence all or any part of this Agreement or of its rights and obligations hereunder.

#### **13. WARRANTY BY THE CLIENT**

The Client hereby warrants to Simon J Lycett Ltd that it is an ultimate end-user of the Goods and Services. In the event of the Client not being the ultimate end user the Client shall fully indemnify, save, defend and hold harmless the Company against any and all loss, damages, liabilities, claims, judgements, decree awards, actions, costs and expenses arising in connection with a claim for any third party or end user.

#### **14. WAIVER**

The rights and remedies of Simon J Lycett Ltd under this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by Simon J Lycett Ltd nor by any failure of or delay by Simon J Lycett Ltd in asserting or exercising any such rights or remedies.

#### **15. FORCE MAJEURE**

If the Company is hindered or prevented (whether temporarily or permanently) from procuring supplies (including an increase in material costs) to enable it to supply Goods or Services or if such supply is prevented or hindered by reason, without limitation, of Act of God, war, Act of Parliament, or orders, regulations or bye laws made under statutory authority, labour disputes including Simon J Lycett Ltd's labour force, interruption of power supply, failure of sources of supply, interference by a third party, civil commotion, fire, flood or other natural disaster, or any causes of whatever kind and whenever occurring being a cause beyond Simon J Lycett Ltd's control, (circumstances of Force Majeure), then Simon J Lycett Ltd may cancel performance of the contract for as long as and to the extent that the prevention or hindrance may last and such cancellation shall not give rise to any claims by the Client, and the Client shall remain liable to pay for the Goods delivered prior to the date of such cancellation.

#### **16. SEVERANCE AND SAVING OF RIGHTS**

Should any provision of the Terms & Conditions for the supply of Goods and Services prove to be illegal or unenforceable, such provision shall be deemed severable to the extent of such illegality or unenforceability and the remaining provisions thereof shall continue in full force and effect.

That failure by Simon J Lycett Ltd at any time to fully enforce any Terms & Conditions of the contract for the sale and supply of Goods and Services or to exercise any rights hereunder shall not constitute a waiver of such Terms & Conditions nor shall it affect Simon J Lycett Ltd's right to enforce them.

#### **17. LAW AND JURISDICTION**

These conditions and each and every contract shall be subject to and interpreted in accordance with English law and all parties agree to accept the non-exclusive jurisdiction of the English Courts. Such submissions shall not limit nor be construed as limiting Simon J Lycett Ltd's rights to take proceedings against the Client in connection with this contract in any court of competent jurisdiction nor shall the taking of proceedings in any one or more courts preclude the taking of proceedings in any other jurisdiction.

#### **18. NOTICES**

Notices may be given by either or both Simon J Lycett Ltd and the Client by sending such notices to the last known business address or the Registered Office of the other party. Such notices shall be in writing and sent by First Class Post, Fax or e-mail.

