

DOSCPSC02 – Purchasing Standard Conditions of Hire

1 DEFINITIONS

In the contract (as herein defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- (a) The **‘Owner’** is the Company, firm or person letting the Plant on hire and includes their successors, assigns or personal representatives. Use of the word ‘Owner’ in this document does not necessarily imply that the Owner has title to the goods.
- (b) The **‘Hirer’** is DeepOcean Subsea Cables Limited, a company incorporated under the laws of England and Wales with registration number 12053759, whose registered office is at Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX, and includes their successors or personal representatives.
- (c) **‘Plant’** means any plant, machinery, vehicles, equipment and all accessories which the Owner agrees to hire to the Hirer. The Plant to be hired by the Hirer to the Owner shall be specified in the Hirer’s purchase order.
- (d) **‘Commencement Date’** means the date of delivery of the Plant.
- (e) The **‘Hire Period’** means the period starting on the Commencement Date and shall continue until the Plant is received back at the Owner’s named depot or other agreed location.
- (f) The **‘Contract’** means the contract between the Hirer and the Owner consisting of: the Hirer’s purchase order, these conditions complete with any appendices; any other documents (or parts thereof) specified therein and the tender (if any). In the event of inconsistency between the documents comprising the Contract, they shall have the precedence in the order herein listed above unless otherwise stated in the purchase order.
- (g) A **‘day’** shall be 8 hours or if the day is Friday it shall be 7 hours, unless otherwise stated in the Contract.
- (h) A **‘working week’** covers the period from the starting time on Monday to the finishing time on the Friday.

2 EXTENT OF CONTRACT

- 2.1 The Hirer’s purchase order constitutes an offer by the Hirer to hire the Plant subject to these

Conditions. Any offer and/or acceptance of a purchase order by the Owner shall be deemed to constitute an agreement to comply with these Conditions.

- 2.2 The terms and conditions of the Contract shall constitute the whole of the contractual arrangements between the Hirer and the Owner.
- 2.3 Unless otherwise agreed in writing by the Hirer, these Conditions will apply to all transactions between the Hirer and the Owner to the exclusion of any other terms and conditions subject to which the Owner purports to accept the Hirer’s purchase order or which are given to the Hirer.
- 2.4 No terms or conditions endorsed upon, delivered with or contained in the Owner’s quotation, acknowledgement or acceptance of purchase order, specification or similar document will form part of the Contract and the Owner waives any right which it otherwise might have to rely on such terms and conditions.
- 2.5 The delivery of Plant by or on behalf of the Owner shall also constitute the Owner’s agreement to comply with all these Conditions unless otherwise agreed in writing.
- 2.6 No variation to a purchase order of the Hirer shall be binding unless agreed in writing by an authorised representative of the Hirer.

3 DELIVERY, CONDITION OF THE PLANT AND MAINTENANCE OF THE PLANT

- 3.1 Unless agreed otherwise by the parties the Plant shall be delivered by 5p.m. on the date specified for delivery and the Owner shall use all reasonable endeavours to complete the delivery at the time and on the date agreed.
- 3.2 If stated as so in the Hirer’s purchase order time shall be of the essence of the Contract both as regards the dates and periods mentioned and as regards any dates and periods that may be substituted for them in accordance with the Contract or by agreement in writing by the parties and the Owner acknowledges that the dates and periods specified are critical for the avoidance of substantial loss to the Hirer.
- 3.3 The Owner shall ensure that the Plant is of sound construction and condition, has been properly maintained and is in good working order at the commencement of the Hire Period. In particular the Owner shall ensure that all provisions of current Regulations and British Standard Codes of Practice (where applicable) concerning transportation, construction, maintenance, testing

and inspection applicable to the Plant have been complied with:

- 3.4 In the event of any delay in delivery of the Plant the Hirer may cancel its order for the Plant and the Owner shall be liable for any expenses incurred as a result of the late delivery.
- 3.5 If the Plant is incorrectly delivered the Owner shall be responsible for any additional expenses incurred in delivering it to the correct destination.
- 3.6 The Owner shall deliver, off-load and assemble (where applicable) the Plant at the site and shall remain responsible for the care and control of the Plant until completion of off-loading and assembly.
- 3.7 On delivery of the Plant a duly authorised representative of the Hirer shall inspect and acknowledge receipt of the Plant by giving written notification to the Owner. Such written notification shall be conclusive evidence of delivery of the Plant and all items of the Plant in good order and condition and in accordance with the terms of the Contract. The Hirer shall have the right within three days of the date of delivery to notify the Owner of any item or items omitted from the Plant and the Owner shall immediately provide any such item at its own expense.
- 3.8 In the absence of such written notification, unless notification in writing to the contrary is received by the Owner from the Hirer in the case of Plant supplied with an operator within four working days, and in the case of Plant supplied without an operator within three working days, of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction, provided that where Plant requires to be erected on site, the periods above stated shall be calculated from the date of completed erection of Plant.
- 3.9 The current and valid Inspection report required under the relevant Regulations, or a copy thereof, shall be supplied by the Owner if requested by the Hirer and returned on completion of hire.

4 TIMBER MATS OR EQUIVALENTS

- (a) If the ground (including any private access road or track) is soft or unsuitable for the operation of the Plant and/or for the transportation of the Plant without timbers or equivalents the Hirer shall supply and lay suitable timbers or equivalents in a suitable position to enable the operation and

transportation of the Plant including for the purpose of delivery and collection.

- (b) Where the hire is of lifting equipment, any sound timber or other material supplied by the Owner for use with outriggers/stabilisers is provided solely to assist the Hirer and expressly not to relieve it of its legal, regulatory or contractual obligations to ensure adequate stability of the lifting equipment under the imposed loading.

5 HANDLING OF PLANT

- 5.1 When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be the servants or agents of the Hirer (but without prejudice to any of the provisions of **clause 8**) which shall be responsible for all claims arising in connection with the operation of the Plant by the said drivers/operators/persons. The Hirer shall not allow any other person to operate such Plant without the Owner's prior consent to be confirmed in writing.
- 5.2 The Hirer shall when hiring Plant without the Owner's operator or driver take all reasonable steps to keep itself acquainted with the state and condition of the Plant. If such Plant be continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.

6 BREAKDOWN, REPAIRS AND ADJUSTMENT

- 6.1 Full allowance for the hire charges and for the reasonable cost of repairs that have been authorised by the Owner will be made to the Hirer for any stoppage due to the breakdown of Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and all stoppages for normal running repairs in accordance with the terms of the Contract.
- 6.2 The Hirer shall not, except for the changing of any tyre and repair of punctures, repair the Plant without the prior written authority of the Owner. However, the changing of any tyre and repair of punctures are the responsibility of the Hirer and arrangements should be made for them to be changed/repared without awaiting authorisation from the Owner. The Hirer is responsible for all

costs incurred in the changing or replacement of any tyre and the repair of any puncture.

- 6.3 The Hirer is responsible for the cost of spares and/or repairs due to theft, loss or vandalism of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant resulting from a breakdown of the Plant.
- 6.4 If at any time during the Hire Period the Owner is of the opinion that the Plant is in need of repair or adjustment the Owner shall have the right to carry out such repairs or adjustments on site and shall, at the Owner's own expense, supply forthwith replacement Plant as is necessary for the purposes of the Contract.
- 6.5 If at any time during the Hire Period the Hirer is of the opinion that the Plant is in need of repair or adjustment for which the Hirer is not responsible under these Conditions, the Hirer shall advise the Owner immediately and shall have the right to, upon giving notice to the owner, immediately suspend the operation of the Contract until the Owner has carried out such repairs or adjustments on the site or has, at the Owner's own expense (including transport charges included), supplied such replacement Plant as is necessary for the purposes of the Contract.
- 6.6 Where the Owner is unable to replace the Plant, the Hirer shall be entitled to determine the Contract forthwith by giving written notice to the Owner.
- 6.7 If such determination occurs: -
 - (a) Within three months from the Commencement Date, the Owner (but without prejudice to **clauses 6** and/or **8**) shall pay all transport charges involved; or
 - (b) More than three months but less than six months from the Commencement Date, (but without prejudice to **clauses 6** and/or **8**) the Owner shall be liable only for the cost of reloading and return transport.
- 6.8 The Hirer shall at all reasonable times permit the Owner, its servants, agents or insurers to have access to the Plant for the purpose of inspecting, servicing, testing, adjusting, repairing or replacing the same and to inspect the work being carried out by the operator (if applicable).

7 LIMITATION OF LIABILITY

- 7.1 The Owner shall indemnify and keep indemnified the Hirer in full against all liabilities, losses,

damages, costs and expenses which arise out of or in consequence of the hire of Plant and/or operator under the Contract and which arise out of or in consequence of any repairs which the Owner effects to the Plant or any servicing by the Owner of the Plant and which are awarded against or incurred or paid by the Hirer as a result of or in connection with:

- (a) loss of or damage to any property including for the avoidance of doubt any such property belonging to the Hirer or an associated company; and
 - (b) death or injury to persons; and
 - (c) any breach(es) of any Regulations or Codes of Practice.
- 7.2 Save as provided hereunder the Owner shall not be liable for the Hirer's loss of profits resulting from any breach of the Contract by the Owner.
 - 7.3 The liability of the Owner to the Hirer under **clause 7.1** shall be limited as follows:
 - (a) to the sum pursuant to **clause 7.4(b)** for which the Owner is required to have insurance in force in respect of any damage to any property of the Hirer or an associated company and the Hirer shall not, and shall procure that any associated company shall not, claim against the Owner an amount in excess of such sum; and
 - (b) the Owner shall have no liability to the Hirer for any damage or injury to any persons which result from any unlawful or negligent act or omission of the Hirer, its servants or agents, or any other contractor (not being employed directly or indirectly by the Owner);
 - 7.4 The Owner shall have in force and shall require any subcontractor to have in force the following two insurances which shall extend to indemnify the Hirer against any claim for which the Owner or subcontractor may be liable under the Contract:
 - (a) Employers Liability Insurance; and
 - (b) Public Liability (Third Party) Insurance for such sum and range of cover as the Owner deems appropriate but for an indemnity of not less than £2 million pounds sterling (or such higher amount as stated elsewhere in the Contract) for any one accident or event; and

The Owner shall also have in force and require any sub-contractor, to have in force:

- (c) Third Party Motor Insurance (if appropriate) as may be required.

Upon request the Owner shall provide satisfactory evidence to the Hirer that the insurances required under the Contract have been effected.

8 HIRER’S RESPONSIBILITY FOR LOSS AND DAMAGE

- 8.1 For the avoidance of doubt it is hereby agreed that nothing in this clause affects the operation of **clauses 3, 5 and 6** of these Conditions.
- 8.2 The Hirer shall have and maintain in force hired-in Plant insurance cover for loss or damage caused to Plant which shall extend to indemnify the Owner against any claim for which the Hirer may be liable pursuant to clauses **8.3** and **8.4**.
- 8.3 The Hirer shall be responsible for loss and damage incurred by the Owner due to the Hirer’s negligence, misdirection or misuse of the Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer’s rated capacity and its return on the completion of the hire in equal good order (fair wear and tear excepted).
- 8.4 The Hirer shall notify the Owner by telephone or other agreed means in the event of any loss of or damage to the Plant, as well as any breakdown, howsoever caused for which an adjustment to the hire charge might be claimed in accordance with **clause 10.3**. Such notification shall be confirmed in writing to the Owner within seven days.
- 8.5 The Hirer shall notify its insurer without delay where, during the Hire Period, loss or damage to the Plant occurs and is due to the neglect or default of the Hirer, its servants or agents, or any other cause except the neglect or default of the Owner, its servants or agents, or where the Plant or item thereof is agreed by the parties to be beyond repair., The Hirer shall be liable to compensate the Owner in an amount to be agreed but which shall in no case exceed the market value current at that time for Plant or items thereof of like age and condition. The Hirer shall hold the proceeds of insurance on trust for the Owner.
- 8.6 No adjustment to the hire charge can be claimed under **clause 10.3** where the damage was due to the neglect or default of the Hirer, its servants or agents. However, if the Plant or item thereof is agreed to be beyond repair the Owner shall forthwith provide such replacement as is necessary for the purposes of the Contract.

- 8.7 Notwithstanding the above, the Hirer shall not be responsible for damage, loss or injury due to or arising:

- (a) Prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise agreed;
- (b) During the erection and/or dismantling of any Plant, where such Plant requires to be completely erected/dismantled on site;
- (c) After the Plant has been removed from the site and is in transit on a highway maintainable at public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner;
- (d) Where Plant is travelling to or from a site on a highway maintainable at the public expense (or where a site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or joining such highway) under its own power with a driver supplied by the Owner.

- 8.8 The Hirer shall be under no liability for any indirect or consequential losses or damages suffered by the Owner resulting from any accident or damage to Plant, howsoever caused.

9 NOTICE OF ACCIDENTS

If the Plant and/or operator is involved in an accident or other occurrence on site which results in injury or death to persons or damage to property, the Hirer shall immediately notify the Owner orally, and confirm such notification in writing within 3 days.

10 BASIS OF CHARGING

- 10.1 The charges for rental and the term of the hire shall be stated in the purchase order or in any other documents specified therein and shall be invoiced in arrears. The charges for rental shall not include a charge for insurance cover for loss or damage caused to Plant for which the Hirer is liable which the Hirer has itself arranged. If the term of the hire is not stated in the purchase order

or any of the other documents specified therein, it shall be for a minimum period of one week and shall continue to be charged thereafter for complete rental periods.

10.2 Plant shall be hired out either:

- (i) for a stated minimum number of hours per day or per week or,
- (ii) without any qualification as to minimum hours. Odd days at the beginning and end of the hire period shall be charged pro rata.

10.3 Full allowance will be made for hire rates during breakdown periods resulting from inherent mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to misuse, negligence, acts or omissions of the Hirer or third parties. The hire charges shall be adjusted in proportion to the time lost due to any stoppage or suspension of use of the Plant during the Hire Period pursuant to the provisions of **clauses 6.4 or 6.5** above.

10.4 In the case of Plant that requires to be dismantled for the purpose of transportation, if the Owner agrees to a variation of the hire charges for the period required for assembling on site and dismantling upon completion of hire, such modification of the hire charges and the period for which it shall apply shall be stated in the Contract.

10.5 Unless otherwise agreed in writing, the Owner shall render invoices at the end of each month for all items of the Plant on hire during that month less any agreed adjustments to the hire charges due in accordance with **clause 10.3**. Invoices will not be accepted unless they quote the number of the relevant purchase order. Invoices shall be sent to the address specified in the purchase order as the invoicing address. The Owner shall attach thereto a list of the Plant to which the invoices relate in sufficient detail as to enable the Hirer to check the amount due against records kept by the Hirer and shall indicate items returned and those remaining on hire at the end of the month to which the invoice refers.

10.6 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

10.7 Unless otherwise agreed in writing, subject to the prompt receipt of a valid invoice, the Hirer shall effect payment at the end of the second month following the month in which the invoice is received by the Hirer.

10.8 An invoice will not be paid by the Hirer if presented more than three months after receipt by Owner of the Hirer's instruction to remove the Plant.

11 TERMINATION

11.1 The Hirer shall be entitled to cancel the Contract in respect of all or part only of the Plant by giving notice at any time prior to delivery without incurring any liability to the Owner

11.2 If delivery is incomplete then the Hirer may accept or reject the Plant delivered and cancel or vary the balance of the purchase order.

11.3 A party ("the Non-Defaulting Party") may terminate the Contract with immediate effect by written notice to the other party ("the Defaulting Party") on or at any time after the occurrence of an event specified in **clause 11.4**.

11.4 These events are:-

EITHER

11.4.1 The Defaulting Party is in material breach of the Contract and that breach cannot be remedied; or

11.4.2 The Defaulting Party is in material breach of a material obligation under the Contract which can be remedied but the Defaulting Party fails to do so within 30 days starting on the day after receipt of written notice from the Non-Defaulting Party; or

11.4.3 The Defaulting Party commits more than one breach of the Contract and the cumulative effect of such breaches is such that the Non-Defaulting Party reasonably believes that the Defaulting Party would continue to deliver a substandard performance in relation to a substantial portion of its obligations under the Contract over the remaining period of the Contract.

AND

11.4.4 If any representation or warranty made or repeated by the Defaulting Party in the Contract or any document referred to in it or in connection with the Contract or any such document shall prove to have been incorrect or misleading in any respect as at the time made or repeated.

11.4.5 If the Defaulting Party stops payment of its debts or ceases or threatens to cease to carry on its business or substantially the whole of its

business or is unable to pay its debts as they fall due or is deemed unable to pay its debts.

11.4.6 If the Defaulting Party becomes or is declared insolvent or a resolution is passed for the winding up of the Defaulting Party or the Defaulting Party convenes a meeting of its creditors or makes or proposes to make any arrangement or composition with its creditors or becomes subject to any other insolvency procedure in any jurisdiction or any person takes any step to appoint an administrator or a liquidator, an administrative receiver, a receiver, manager, trustee, custodian or analogous office is appointed in respect of all or any part of its property, undertaking or assets or circumstances arise which entitle the court or any person to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding up or bankruptcy order or the Defaulting Party takes or suffers any similar or analogous action in consequence of debt.

11.4.7 The Hirer reasonably believes that any of the events mentioned above is about to occur in relation to the Owner and notifies the Owner accordingly.

11.5 For the purpose of **clauses 11.4.1 and 11.4.2:**

11.5.1 a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Defaulting Party can comply with the obligation within the 30 day period;

11.5.2 a breach can be material irrespective of whether any actual loss has been incurred or will be incurred as a consequence of the breach or intended breach.

12 INSPECTION OF SITE

Where Plant is supplied with an operator, the Owner is deemed to have visited the site and to have understood the nature and extent of the work for which the Plant is to be employed and to have willingly accepted all the risks therein.

13 STATUTORY DUTIES AND SAFETY

Where Plant is supplied with an operator:

- (a) The Plant shall be operated only by the operator and the Owner shall ensure that such operator is fully competent.
- (b) All work shall be carried out with proper regard to safety. The Owner shall observe and conform to all Regulations applicable to the work or generally to the site where the work is carried out, the cost of supplying and/or doing all things required for the purpose being deemed to be included in the hire charges.
- (c) The Owner shall observe through its employees the Hirer's health and safety at work rules (available on request) applicable to the site where the work is carried out. The Hirer shall have the right to require the Owner immediately on receipt of notice in writing to remove any of its employees on the site who has failed to comply with the rules, or who has, in the opinion of the Hirer, misconducted himself or been negligent or incompetent.

14 SUSPENSION OF HIRE

Where Plant is supplied with an operator, the Hire Period shall be deemed to be suspended upon receipt of notice from the Hirer that no operator is present on the site to operate the Plant. If such suspension shall last for one working day the Hirer shall be entitled to terminate the Contract and responsibility for the Plant shall thereupon transfer to the Owner at the Owner's own risk and expense.

15 FUEL, OIL AND GREASE

Fuel, oil and grease shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of a grade or type specified by the Owner.

16 IDLE TIME

The 'Idle Time' rate shall be as stated in the Purchase Order. No period less than one day shall be reckoned as idle time.

17 COMPLIANCE

17.1 Anti-Bribery

17.1.1 The Owner shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery

and anti-corruption including the Bribery Act 2010;

- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements, and will enforce them where appropriate; and
- (d) promptly report to Hirer any request or demand for any undue financial or other advantage of any kind received by the Owner in connection with the Services.

17.1.2 The Owner shall ensure that any person associated with the Owner who is performing services under or in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Owner, the relevant terms in clause 17.1.1. The Owner shall be responsible for the observance and performance by such persons of the relevant terms, and shall be directly liable to DeepOcean for any breach by such persons of any of the relevant terms. Any such breach shall be a material breach, and in the case of a breach of clauses 17.1.1(a) or 17.1.1(b) shall be a material breach that is incapable of remedy.

17.1.3 For the purpose of this clause 17.1, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act). For the purposes of this clause 17.1, a person associated with the Owner includes any member of the Owner group.

17.2 Modern Slavery

17.2.1 The Owner undertakes, warrants and represents that:

- (a) neither it nor any of its officers, employees, agents or subcontractors:
 - (i) has committed an offence under the Modern Slavery Act 2015 (an “MSA Offence”); or
 - (ii) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA

Offence or prosecution under the Modern Slavery Act 2015;

- (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
- (c) it shall notify Hirer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Owner’s obligations under clause 17.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Owner’s obligations.

17.2.2 The Owner shall take all reasonable steps necessary to ensure:

- (a) its supply chain complies with the Modern Slavery Act 2015 and the modern slavery policy; and
- (b) it has the right to audit the supply chain to ensure such compliance.

17.2.3 The Owner shall prepare and deliver to Hirer no later than 28 February each year, an annual statement setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any part of its business or in any of its supply chains.

17.3 Data Protection

17.3.1 Each party shall comply with Data Protection Law as may be applicable from time to time to the shared personal data and the provisions of this clause 17.3 shall not relieve the Owner of its own responsibilities under Data Protection Law.

17.3.2 Hirer shall provide the shared personal data to the Owner. The Owner shall process shared personal data only for the agreed purpose. The Owner shall not process shared personal data in a way that is incompatible with the agreed purpose.

17.3.3 Each party agrees that it shall:

- (a) assess the level of security appropriate to the processing in the context of its obligations under Data Protection Law; and
- (b) implement all such appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage to shared personal data.

17.3.4 The Owner shall indemnify Hirer in full for any and all costs, losses, damages, expenses and liabilities suffered by Hirer as a result of the

Owner's failure to comply with the terms of this clause 17.3 and/or any Data Protection Law.

17.4 Material Breach

Any breach of clauses 17.1, 17.2, or 17.3 by the Owner shall be deemed a material breach of the Contract that is not capable of remedy and shall entitle Hirer to terminate the Contract with immediate effect

18 GENERAL PROVISIONS

18.1 The Contract shall constitute the entire agreement between the parties in relation to the subject matter of the Contract and supersedes any previous agreements, representations, and commitments whether oral or in writing, between the parties concerning such subject matter.

18.2 The Contract may only be varied or amended by agreement in writing signed on behalf of each of the parties by a duly authorised representative.

18.3 In the event that any provision of the Contract shall be found by any Court or body or authority of competent jurisdiction, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect to the extent permitted by law.

18.4 The Owner shall not assign or sub-contract the Contract without the consent of the Hirer, which consent shall not be unreasonably withheld. In any event, the Owner shall not be relieved of the responsibility under the Contract for such parts of the hired Plant as are sub-contracted and the Owner shall be responsible and liable for the acts or defaults of any subcontractor or their employees, servants and agents, as fully as if they were the acts or defaults of the Owner or the Owner's employees, servants and agents.

18.5 Neither party shall be liable for any delay in performance or failure to perform its obligations under the Contract where such delay or failure results from circumstances beyond the affected party's reasonable control. Such delay or failure shall not constitute a breach of the Contract and the time for its performance shall be extended by such period as is equal to the delay or by which performance is prevented.

18.6 The rights and remedies included in the Contract are not exclusive of the rights and remedies provided by law.

18.7 Failure or delay by the Hirer 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.

18.8 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

19 DRUGS AND ALCOHOL

The Owner and its staff shall comply with the Hirer's Drug and Alcohol policies and procedures.

20 HEALTH, SAFETY AND ENVIRONMENT

The work will be undertaken in accordance with the latest version of the Hirer's standard Health, Safety and Environmental policies and procedures.

21 APPLICABLE LAW

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.