

Optimum Power Services

Power, Temperature, Air – Anytime, Anywhere

Terms and Conditions of Sale

1. DEFINITIONS

1.1 In these Conditions and the Agreement, the following words and expressions shall bear the following meanings:-

“**OPS**” - means Optimum Power Services Limited a Company having its Registered Office at Unit 4 Galley Hill Trading Estate, London Road, Swanscombe, Kent DA10 0AA

“**Conditions**” - means these General Conditions of Hire

“**Consumer agreement**” - shall have the meaning ascribed to it in the Unfair Contract Terms Act 1977.

“**Agreement**” - shall have the meaning ascribed to it in Clause 2.

“**Day**” - eight (8) hours unless otherwise specified

“**Hire Period**” - means the time from when the Plant leaves OPS location or place where last issued until received back at OPS location or delivered to another place named by OPS. The minimum Hire Period shall in any event be not less than 40 hours (unless specified otherwise) in respect of a generator.

“**Hirer**” - means the party taking OPS Plant on hire and named as such in the Agreement, whether an individual, firm, company, unincorporated association, public authority or other body and shall include its successors, assignees or personal representatives.

“**IEE**” - means the regulations of the Institute of Electrical Engineers in force from time to time.

“**Invoice**” - means the invoice or invoices sent by OPS to the Hirer on a weekly or monthly basis in respect of charges incurred by the Hirer.

“**Normal Working Hours**” - means 8 am to 5 pm on each of Monday, Tuesday, Wednesday, Thursday or Friday

“**Plant**” - means all plant, equipment, cable, cable drums, trailers, fuel tanks, machinery and accessories of whatever nature hired by the Hirer from OPS, including any replacement thereof supplied pursuant to Clause 17 of these Conditions.

“**Site**” - means the site to which the Plant is delivered (or to be delivered) on the Hirer's instructions.

“**Week**” - means a period of seven consecutive days.

“**Working Week**” - means, in any Week, the period from 8 a.m. on Monday to 5 p.m. on Friday.

1.2 For the purposes of interpretation the paragraph headings contained herein shall be ignored.

1.3 Unless the context otherwise requires the masculine gender shall be deemed to include the feminine and neuter and the singular number shall be deemed to include the plural and vice versa.

Office & Registered Address: Unit 4, Galley Hill Trading Estate, London Road, Swanscombe, Dartford, Kent, DA10 0AA
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- 1.4 All instructions, notifications, authorisations, and acknowledgements under the Agreement shall be in writing and in English References to Clauses are to clauses of these Conditions.

2. EXTENT OF AGREEMENT

The **OPS** proposal together with the agreement, delivery note, invoice, termination note and return note, these Conditions and the Service Guarantee comprise the entire agreement, agreement and understanding between **OPS** and the Hirer ("the Agreement") and no other terms and conditions shall form part of the Agreement. The Agreement supersedes any previous agreement between the parties relating to the subject matter of the Agreement. No variation of the Agreement shall be effective unless specifically agreed in writing by an authorized officer of **OPS** and of the Hirer.

Nothing in this Clause 2 shall, however, operate to limit or exclude any liability for fraud.

In the event of any inconsistency between any of the documents forming part of the Agreement, the **OPS** proposal shall prevail against all other such documents and the terms of all such documents.

3. LOADING AND UNLOADING

The Hirer shall be responsible for loading and unloading the Plant at the Site and personnel supplied by **OPS** for loading and unloading shall do so as agents of the Hirer and under the Hirer's direction and control. For the avoidance of doubt, any period agreed by the parties for installation and commissioning shall not commence until the Hirer has completed such unloading and located the Plant in its required position.

4. CONDITION OF PLANT ON RECEIPT

Unless notification to the contrary in writing is received by **OPS** within 3 working days of the date of delivery of any Plant on Site or (where applicable and if later) completion of construction on Site of any Plant, all Plant will be deemed to have been delivered in a timely manner and (where applicable) constructed in good working condition and to the Hirer's satisfaction.

5. CARE OF PLANT

5.1 The Hirer shall be absolutely responsible (in each case at its own cost, unless agreed otherwise by the parties in writing) for the safekeeping and insurance of the Plant during the Hire Period, for the maintenance of the Plant in good condition in accordance with **OPS** specification, for the lubrication of the Plant and changing the lubrication oil in accordance with **OPS** instructions, for the use of the Plant in conformity with its specification and the current IEE Regulations, and any other relevant laws or regulations and the Hirer shall ensure that the Plant is not operated for any purpose beyond its rated capacity or in a manner likely to result in deterioration of the Plant (except normal wear and tear). The Hirer shall check lubricating oil and coolant levels in the Plant daily and ensure that lubricating oil and coolant are kept at the level required for the proper operation of the Plant in accordance with **OPS** specification.

5.2 The Hirer shall keep himself acquainted with the condition of the Plant and shall not operate it after it has become defective, damaged or in a dangerous state or in a state which results in a breach of any applicable law or regulation and if the Hirer or any employee, servant or agent of the Hirer does operate the Plant in such condition then the Hirer (i) shall be solely responsible for any damage, loss or accidents resulting there from and (ii) shall (without prejudice to Clause 35 of these Conditions) indemnify **OPS** in respect of any loss or damage suffered by **OPS** and against any claims made against **OPS** resulting there from.

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5.3 Should breakdown or damage occur to any of the Plant due to (i) failure by the Hirer to observe any terms of the Agreement, (ii) negligence or misuse by the Hirer or its employees, servants or agents, (iii) wilful or accidental damage however occurring or (iv) damage caused by salt water, salt spray and/or salt laden air, the Hirer shall be liable to OPS for:-

- i) the full cost of any repairs which OPS shall deem necessary or desirable; or
- ii) if OPS considers that such repairs would not be practicable or cost effective, the whole cost of replacement of such Plant; and
- iii) OPS hire charges for the Plant (i) while the Plant is idle due to such breakdown or damage and (ii) while repairs are being carried out (but without prejudice to OPS right to receive hire charges in respect of all other periods when the Plant is not off hire).

6. RECALL NOTICE

Subject always to Clauses 29 and 33, **OPS** may, without incurring any liability to the Hirer in respect of or in connection with such recall, recall any or all Plant upon giving Thirty (30) days' written notice to the Hirer.

7. DUTY TO RETURN

7.1 The Hirer shall be entirely responsible for the return of all Plant to OPS on completion of the agreed period of hire. Such Plant shall be returned to OPS in good working condition, fair wear and tear excepted, and when Plant includes cable, the Hirer shall be responsible for recoiling cable on drums or in pallet boxes supplied.

If the Hirer returns any of the Plant other than in such condition for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Hirer or its employees, servants or agents), then the Hirer shall be liable to OPS for:-

- i) the full cost of any repairs which OPS shall deem necessary or desirable; or
- ii) if OPS considers that such repairs would not be practicable or cost effective, the whole cost of replacement of such Plant; and
- iii) OPS hire charges for the Plant (i) while the Plant is idle due to any such repairs or, where relevant, until the payment of the costs referred to in Clause 7.1 (ii) above (but without prejudice to OPS right to receive hire charges in respect of all other periods when the Plant is not off-hire).

7.2 If the Hirer fails to return any of the Plant for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Hirer, its employees, servants or agents), then the Hirer shall be liable to OPS for:-

- i) the whole cost of replacement of such Plant; and
- ii) **OPS** hire charges in respect of such Plant until payment of the costs referred to in Clause 7.2 (i) above.

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8. OWNERSHIP OF PLANT

The Plant is and shall at all times remain in the property of **OPS** and the Hirer shall have no right, title or interest in the Plant. The Hirer shall not remove or deface any plate or marking on the Plant identifying **OPS** as the owner of the Plant. The Hirer shall keep the Plant free and clear of any and all diligence, distress, execution, seizure, attachment, levies, liens, security interests and encumbrances of any kind and shall give **OPS** prompt notice of any encumbrance, charge, lien, attachment, diligence, judicial process or any similar event to any of the foregoing affecting the Plant. Without prejudice to Clause 35, the Hirer shall indemnify **OPS** against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause.

9. LEGAL EXPENSES

The Hirer shall be responsible for all costs, charges and expenses including reasonable legal fees incurred by **OPS** (i) in recovering possession of the Plant or (i1) in the collection of any sums which may be due and owing by the Hirer to **OPS** under the Agreement or (iii) in the defence of any action brought against **OPS** in respect of any costs, loss, damages or other expenses caused directly or indirectly by or in connection with the operation of the Plant to any person while the Plant is in the possession or under the control of the Hirer.

10. EXCESS

The Hirer shall allow **OPS** employees, servants, agents and insurers access to the Plant at all reasonable times to inspect, test, adjust, maintain, repair or replace the same. The Hirer shall be responsible for providing safe and proper access both for such purposes and for delivery and collection of the Plant and shall be liable for all loss or damage suffered by **OPS** or by **OPS** employees, servants, agents or insurers as a result of the Hirer's failure to provide or delay in providing such safe and proper access. If access is denied or delayed any obligation of **OPS** under the Service Guarantee either to provide a service engineer on site and/or to remedy any fault, in each case within a specified period, shall be modified by extending the relevant period stated in the Service Guarantee by such time as **OPS** considers is reasonably necessary to take account of such denial of or delay in access.

11. ROUTINE MAINTENANCE/SERVICE

OPS shall, either itself or via an agreement or, provide regular maintenance and servicing during the Agreement in accordance with **OPS** standard practice. The Hirer shall make the Plant available to **OPS** for the purpose of carrying out maintenance or service (whether routine or otherwise) within one week of **OPS** advising the Hirer of such maintenance or service being due. During Normal Working Hours **OPS** will make no charge to the Hirer for any routine maintenance or service but if the Hirer can only make the Plant available for this purpose outside Normal Working Hours then **OPS** reserves the right to charge the Hirer for overtime costs.

12. SERVICING

Notwithstanding the terms of Clauses 5 and 11 the Hirer shall notify **OPS** when the Plant has operated for 250 hours since it was last serviced by **OPS** or since the start of the Hire Period, whichever is later. If any routine service is carried out by **OPS** within one week of such notice being received by **OPS**, the costs of such service will normally be met by **OPS**. If a service is not carried out within one week of the Plant having operated for 300 hours and the Hirer has failed to notify **OPS** as provided in this clause then the Hirer shall compensate **OPS** for additional wear, tear and damage to the Plant by paying the full cost of both the next service and any consequent repairs. If **OPS** fail to service the Plant within one week of receipt of notification by the Hirer as provided in this clause then the cost of both the next service and any consequent repair costs will be met by **OPS**.

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13. TIMBER MATS OR EQUIVALENTS

If the ground at the Site is soft or unsuitable for the Plant to work on or travel over without timbers or equivalents, the Hirer shall at its own cost supply and lay suitable timbers or equivalents in a suitable position for the Plant to travel over or work on.

14. FUEL, OIL & LUBRICANTS

Fuel, oil and lubricants shall, when supplied by the Hirer, be of a grade and type specified by **OPS**.

15. COOLANT

Coolant, when supplied by the Hirer, shall be a mixture of clean fresh water and antifreeze in a proportion and of a grade and type specified by **OPS**.

16. TRANSPORT

The Hirer shall bear the cost of (and, if required by **OPS**, arrange) (i) transport of the Plant from the collection place specified by **OPS** to the Site and (ii) the subsequent return of the Plant to a collection place so specified in accordance with Clause 7. For the purposes of the Service Guarantee, where the Hirer is to arrange transport from the place of collection, the place and time of delivery shall be the place and time agreed for the collection of the Plant.

In the event that the Plant requires to be transported for the purpose of repair due to damage or breakdown, the cost of which is to be met by **OPS** in terms of the Agreement, then the cost of such transport shall be met by **OPS**. In the event that the cost of such repair is to be met by the Hirer in terms of the Agreement, then the cost of such transport shall be met by the Hirer. The cost of transporting replacement Plant to the Site shall be borne by the relevant party on the same basis.

17. BREAKDOWN

17.1 Breakdowns or defects in any Plant resulting from proper ordinary usage or fair wear and tear or the development of an inherent fault or a fault not ascertainable by reasonable examination prior to commencement of the Hire Period may, at **OPS** option, either (i) be repaired at **OPS** expense and with the least reasonably practicable, in which case the Hirer shall not be charged from its notification of a breakdown to **OPS** until repair is completed or alternatively (ii) **OPS** may replace the relevant plant.

17.2 Any other breakdown or defect may, at **OPS** option, which (except in respect of any breakdown or defect falling Within Clause 17.1) either (i) be repaired at the Hirer's expense (and without prejudice to the obligation of the Hirer to pay any sums due to **OPS** under the Agreement until repair is completed) or (ii) alternatively, **OPS** may replace the relevant Plant at the Hirer's cost and expense.

17.3 However notwithstanding the foregoing provisions of this Clause 17, if is impracticable and if replacement Plant is not available **OPS** may terminate the hiring forthwith and will not have any liability whatever to the Hirer for such termination or any consequences of such breakdown, defect or termination

Any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately to OPS and for this purpose no notification shall be effective unless and until it is actually received by OPS. The Hirer shall not attempt to affect repairs himself or to engage any third party to carry out any repairs except with the express authority of OPS. There will be No relief from hire charges nor will any claims be accepted by OPS for stoppages due to causes out with OPS control including (without prejudice to the foregoing generality) weather and/or ground conditions. The Hirer shall be solely responsible for the costs and expenses of recovering any Plant from soft ground and shall, where required to do so by OPS, make arrangements for such recovery.

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18. INSPECTION REPORTS

Inspection reports which **OPS** are obliged by law to possess, or a copy thereof, shall be supplied to the Hirer if requested and returned by the Hirer to **OPS** at the end of the Hire Period.

19. CONSEQUENTIAL LOSS

OPS shall not in any event be liable to the Hirer for any economic loss (including, but not limited to, loss of business and/or profits) or (subject to Clause 21.2) consequential physical loss suffered by the Hirer whether or not arising from breach of agreement, negligence or any other fault on the part of **OPS** or its employees, servants or agents and whether or not in the contemplation of **OPS** and/or the Hirer at or prior to the commencement of the Agreement.

20. INFORMATION, ADVICE, ETC

The Hirer recognises and accepts that in entering into the Agreement it has not relied on any advice, statement representation or warranty given by **OPS** or its employees, servants or agents, to the Hirer in relation to the Plant or its use whether regarding specification performance capability or suitability for any purpose.

21. LIABILITY OF OPS

21.1 Notwithstanding and without prejudice to any other terms of the Agreement **OPS** shall accept liability for (subject to Clauses 19 and 22) damage, loss or injury to the Plant arising:-

- i) prior to delivery of the Plant to the Site where the Plant is in transit by transport arranged or owned by **OPS**;
- ii) during erection of the Plant on Site provided such erection is entirely within **OPS** control;
- iii) during dismantling of the Plant on Site provided such dismantling is entirely within **OPS** control;
- iv) after removal of the Plant from the Site where the Plant is in transit by transport arranged or owned by **OPS**.

21.2 Nothing this Agreement shall operate to exclude or limit **OPS** liability for the death personal injury of any person caused by the negligence of **OPS** or its employees, servants or agents.

22. SCOPE OF DAMAGES

Except where **OPS** is liable for the death of or personal injury to any person as a result of its negligence or that of any of its employees, servants or agents **OPS** liability for damages shall in no event exceed the total hire charges, if any, received from the Hirer by **OPS** for the Plant which is the subject of any claim or dispute

23. OPERATION OF PLANT

Where an operator is provided with the Plant, he shall work under the supervision and instructions of the Hirer or its representatives and, for the Hire Period, the operator shall be deemed to be an employee of the Hirer, who shall be responsible for his acts and omissions (including negligent acts and omissions) as if he were in the Hirer's direct employment. The Hirer shall not permit any other person to operate the Plant without **OPS** prior consent in writing.

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24. CHARGING

The Hirer shall render to **OPS** for each Working Week an accurate statement of the number of hours the Plant has worked each Day. Where the Plant is accompanied by an **OPS** operator, the Hirer or its representative shall sign the operator's Time Record Sheets daily or weekly and the signature of the Hirer shall bind the Hirer or its representative to accept the hours shown on the Time Record Sheets

25. PRICE

The initial hire rates for Plant and services are the rates in force at the time of delivery of the Plant but in the case of long term hires **OPS** reserves the right, upon giving the Hirer at least 4 weeks' notice, to vary the time rates so as to reflect variations in **OPS** own cost of goods, materials, fuel and labour.

All prices stated in the Agreement are exclusive of an amount equal to Value Added Tax, which shall be payable in addition by the Hirer.

26. INSURANCE AND ACCIDENTS

The Hirer shall be responsible at its own expense for insuring the Plant and itself against all and any risks in respect of the Plant, including for the avoidance of doubt, theft, vandalism, fire, flood any risks arising from the presence or operation on or at the Site of, the Plant (including, without prejudice to the generality of the foregoing, legal liabilities to third parties arising from the operation of, or in connection with, the Plant). Such insurance shall be maintained from the time when the Plant is delivered to the Site until the Plant is subsequently uplifted from the Site. Any insurance monies recovered by the Hirer in respect of such risks shall, to the extent deemed necessary by **OPS**, be applied as directed by **OPS**.

Evidence of the Hirer's insurance shall be supplied by the Hirer to **OPS** forthwith on request by **OPS**.

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to **OPS** by telephone and confirmed in writing and in respect of any claim not within the Hirer's agreement for indemnity in Clause 35 hereof, no admission, offer, promise of payment or indemnity shall be made by the Hirer without **OPS** consent in writing.

27. REHIRING ETC

The Plant or any part thereof shall not be rehire, sublet, lent or otherwise made available to any third party without the written consent of **OPS** and the Hirer shall indemnify **OPS** against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this clause.

28. CHANGE OF SITE

The Plant shall not be moved from the Site without the prior written consent of **OPS**.

29. INFINITE HIRING

In the case where the hiring which is the subject of the Agreement is an indefinite hiring and is not for an agreed period, the Agreement may be terminated by either the Hirer or **OPS** on giving not less than 5 days written notice to the other and in the event of termination of the Agreement by either party all **OPS** rights under the Agreement as at the date of such termination will remain and are reserved.

30. CANCELLATION

OPS reserves the right to charge the full contract price in the event of your cancellation or failure to fulfil this contract.

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31. OFF-HIRING

It is the Hirer's responsibility in all cases to notify **OPS** of intended off hire date, and as such this shall be carried out by the Hirer giving full and written notice to **OPS**.

This shall then be supported by **OPS** issuing the Hirer an "Off-Hire number".

Then and only then can **OPS** consider the equipment to be off hired.

32. COMPLIANCE WITH LAW

The Hirer shall be responsible for complying with all relevant laws, by-laws and regulations applicable and incidental to the installation, use and operation of the Plant, which without prejudice to the foregoing generality shall include the current IEE Regulations.

33. FORCE MAJEURE

OPS shall have no liability for, nor for any direct or indirect consequence of, any delay or failure on its part in carrying out any or all of, or any part of any of, its obligations under the Agreement if such delay or failure is attributable to the failure of any part, component or item of equipment or machinery caused by or occurring in connection with any change of date and/or electronic date recognition, strike, lock-out, riot, civil commotion, insurrections, act of war (whether or not officially declared) or civil war, war-like action, act of any Parliament, government, agency or department (whether local or national), natural calamity, fire, flood, storm, tempest, earthquake, volcanic eruption or any other circumstances beyond the reasonable control of **OPS**. For the avoidance of doubt, this Clause 31 shall operate to exclude the liability of **OPS** for such delay or failure by the occurrence of the relevant circumstance and no notice shall be required to be given by or to either party.

34. PAYMENT TERMS

Invoices are due for payment in full within 30 days from date of invoice. **OPS** shall have the right to charge interest at the rate of 1% per calendar month on all overdue sums and late payment shall disentitle the Hirer from any discount to which the Hirer might otherwise be entitled.

35. DEFAULT

If the Hirer fails to make punctual payment of any sums due to **OPS**, whether for hire of Plant under the Agreement or otherwise or shall fail to observe and perform the terms and conditions of the Agreement, or if the Hirer shall cease to carry on business or shall be unable to pay its debts as they fall due for payment or if the Hirer shall suffer any diligence, distress or execution to be used or levied against him or make or propose to make any arrangement with his creditors or being a Company, or shall go into liquidation (other than for the purposes of reconstruction or amalgamation) or have a receiver, administrator or administrative receiver appointed to the whole or any part of its assets and undertaking (including uncalled capital) or shall do or suffer the equivalent of any of the foregoing in any other jurisdiction or shall do or cause to be done or permit or suffer any act or thing whereby **OPS** rights in the Plant may be prejudiced or put into jeopardy, the Agreement shall forthwith terminate (without any requirement for any notice or other act on the part of **OPS** and notwithstanding that **OPS** may have waived some previous default or matter of the same or a like nature) and it shall thereupon be lawful for **OPS** to retake possession of the Plant and for that purpose enter into or upon any premises where the same may be and the termination of the Agreement under this Clause 33 shall not affect any other rights of **OPS** existing as at the date of such termination or the right of **OPS** to recover from the Hirer any monies due to **OPS** under the Agreement or damages for breach thereof. **OPS**

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36. MISCELLANEOUS

- i) if any provision of the Agreement is rendered void by legislation or declared void by court decree or order or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the remaining provisions shall be severable and shall not thereby be altered and shall remain in full force and effect;
- ii) any waiver, indulgence or forbearance by **OPS** of any of the terms or rights contained herein shall not affect the enforceability of such terms or rights;
- iii) the reliance on or enforcement of any of the terms contained herein shall give no right to the Hirer to cancel the agreement.

37. INDEMNITIES

The Hirer shall be solely responsible for and shall hold **OPS** fully indemnified against any loss or damage arising to or in connection with the Plant or as a result of the use or situation of the Plant or from any failure on the part of the Hirer to return any of the Plant in a timely manner at the termination of the Agreement or agreed period of hire (howsoever caused). The Hirer shall fully and completely indemnify **OPS** in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with the use or situation of the Plant and in respect of all costs and charges in connection therewith whether arising under statute or common law. The foregoing indemnities shall be effective whether or not the loss, damage or injury arises, except in the case where the loss, damage or injury arises from the negligence of **OPS** or its employees, servants or agents in which case the foregoing indemnities shall not apply.

In addition to and without prejudice to the foregoing the Hirer shall also indemnify and hold harmless **OPS** from and against any and all costs, fines, penalties, damages, assessments and/or expenses, levied, assessed, incurred or awarded by reason of any violation of any applicable environmental laws, rules or regulations in connection with the discharge, release and/or disposal of any hazardous materials or hazardous substances in the course of the operation, use, handling or transportation of the Plant, whether or not caused or contributed to by the negligence of **OPS** or its employees, servants or agents, except in the case where the Agreement is a Consumer Agreement in which case the foregoing indemnity shall not apply where such costs, fines penalties, damages and/or expenses arise from the negligence of **OPS** or its employees, servants or agents.

38. EXCLUSION OF WARRANTIES

OPS warrants that the Plant shall be free from any defects in design, workmanship and material which would affect the proper and safe operation of the Plant and shall remedy, in accordance with the provisions of Clause 17, any such defects that become apparent or occur during the Hire Period, PROVIDED that such warranty and obligation to remedy will not apply where any defect in the Plant has arisen from any drawing, design or specification supplied by the Hirer, willful damage, negligence, abnormal working conditions, failure to follow **OPS** instructions, misuse or alteration or repair of the Plant without **OPS** prior written approval or breach of any of the terms of the Agreement by the Hirer.

Save as explicitly set out in these Conditions or any other document forming part of the Agreement, **OPS** makes no representations and gives no warranties - statutory, implied or other - either as to the Plant itself, or as to the quality and condition of the Plant, or as to its suitability for any particular or general purpose. In particular, without prejudice to the generality of the foregoing and for the avoidance of doubt, any implied warranties under Sections 13 and 14 of the Sale of Goods Act 1979 and Sections 4, 5, 8, 9, 10, 11C, 110, 11 E, 11 H, 111, 11J and 11 K and Part 11 of the Supply of Goods and Services Act 1982 are hereby excluded (except in respect of the Agreement where the Agreement is a Consumer Agreement).

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39. CONFIDENTIALITY

- 37.1 All information obtained by one party concerning the operations of the other shall be confidential and shall not be divulged to third parties either during the period of this Agreement or any time thereafter. Each party shall take the strictest possible steps to enforce this Clause and the aggrieved party has the right to take whatever action at law it deems necessary, including the immediate termination of this Agreement, should any breach of this Clause come to its attention.
- 37.2 For the avoidance of doubt, Clause 37.1 shall apply in particular to any drawings, specifications and other documents to which **OPS** have granted the Hirer access.

40. ASSIGNMENT

The Hirer shall not assign the Agreement or any part of it or any benefit or interest in or under it without the previous written agreement of **OPS** which will only be given in exceptional circumstances and shall notwithstanding the foregoing be in the absolute discretion of **OPS**.

41. GOVERNING LAW

The ruling law of the Agreement and of the relationship of the parties thereto arising out of it shall be English Law if the party to it other than **OPS** has (in the case of a company) a registered office in England or (in the case of an individual) is resident in England, but shall otherwise be English Law.

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