

CLAUSE 1 – Placement of Order

- 1.1. Placement of any order by the Hirer shall be in accordance with the PHQ and shall bind the Hirer to these terms and conditions (any conflicting terms contained in the Hirer's purchase order or any other documents produced by the Hirer do not form part of the Contract and are of no effect).
- 1.2. If the PHQ incorporates installation by Premier, then the provisions of clauses 20, 21 and 23 will apply, but not otherwise.

CLAUSE 2 – Interpretation

- 2.1. Hire Period: means (at Premier's sole discretion) either a) the period of time between the date the buildings leave Premier premises or b) (if site works are being undertaken by Premier) the date of Practical Completion until the Hired Goods are returned to Premier in accordance with the Contract.
- 2.2. Connected Location: means any location where the Hired Goods are connected to utility services.
- 2.3. Premier: means Premier Modular Limited Registered in England and Wales No.2487565
- 2.4. The Contract: means these terms being Premier's Standard Conditions of Quotation and Hire, the PHQ and all attachments and Appendices thereto, but excluding any terms or conditions of business of the Hirer.
- 2.5. The Hirer: means the party referred to as such in the PHQ.
- 2.6. The Hired Goods: means any new or used goods as forms part of the Works. Hired Goods are at all times subject to these Standard Conditions of Quotation and Hire.
- 2.7. Accessories: means any item determined by Premier to be an accessory, including but not limited to air conditioners, furniture, equipment and loose fit out.
- 2.8. The Hire Period: means the Hire Period as referred to in the PHQ.
- 2.9. Guaranteed Hire Period (GHP): means the Guaranteed Hire period as referred to in the PHQ.
- 2.10. The Works: means the Hired Goods and, if specified in the PHQ, the site works or other services to which the PHQ relates.
- 2.11. The Contract Sum: means the total price provided for in the PHQ plus any variations and any other additions pursuant to the Contract. The Contract Sum is payable by the Hirer to Premier.
- 2.12. PHQ ("Premier Hire Quotation"): means the hire quotation prepared by Premier for the Hirer and is referred to in these terms and conditions as PHQ.
- 2.13. Practical Completion: means the date of practical completion in accordance with clause 6.2.
- 2.14. The Site: means the site or location provided for in the PHQ.

Clause 3 – Quotation and Lapse

- 3.1 The PHQ shall automatically lapse and be incapable of acceptance 30 days from the date of issue, and may be withdrawn by Premier for any reason whatsoever and at any time prior to acceptance by the Hirer, and is subject to availability of the Hired Goods at the date of acceptance of the PHQ.

Clause 4 – Variations

- 4.1 A variation is the alteration or modification of the design, the quality or the quantity of the Works, or the manner or sequence or time in which they are to be carried out (whether instructed by the Hirer or not). If Premier considers an instruction from the Hirer (either verbal or written) to be an instruction to perform a variation then Premier may at its discretion delay performance of the variation until after the Hirer has agreed the price in writing. If no price is agreed for a variation it shall be the cost of the variation plus 30%. The price of all variations will be added to and paid as part of the Contract Sum and if delay is caused by any variation Premier shall be entitled to an extension to the date for Practical Completion and any other dates as appropriate, with all associated costs of such extension, and overhead recovery, being payable by the Hirer.

Clause 5 – Payment

- 5.1. Weekly hire rates are based on a 7-day week.
- 5.2 Hire rates are fixed for the GHP or twelve months from the commencement date of the Hire Period, whichever is the lesser. After that time, Premier can adjust its hire rates at its absolute discretion including, without limitation, in accordance with the retail prices index.
- 5.3 Where credit is not provided prior to delivery of the Hired Goods, payment shall be made as per the PHQ and if not stated in the PHQ the following sums are payable by the Hirer: thirteen weeks' hire fees, together with any quoted delivery, site works and customer-specific charges.
- 5.4 Due dates for payment shall be on the 1st day of each month. Invoices or applications stating the amount to be paid on the due date and the basis on which it is calculated will be sent by Premier to the Hirer on a monthly basis or as otherwise agreed in the PHQ and the final date for payment shall be 7 days after the due date.
 - 5.4.1. Configure, delivery and install shall be invoiced or applied for upon building delivery to site.
 - 5.4.2. All hire payments are to be applied for and invoiced monthly in advance, unless stated otherwise in the PHQ.
 - 5.4.3. Premier reserves the right to remove the Hired Goods at the end of the Hire Period and/or GHP, and those periods can only be extended at Premier's sole discretion. Premier is entitled at its sole discretion to amend any rate of hire and the Contract Sum to include any such extended period.
 - 5.4.4. Dismantle and removal is to be applied for or invoiced on commencement of removal works.
 - 5.4.5. Variations are to be applied for and invoiced upon completion of the works associated with those changes.
- 5.5 The Hirer shall pay Premier's costs howsoever incurred in collecting hire fees and any other payments to be paid by the Hirer pursuant to the Contract.
- 5.6 The Hirer shall pay all applicable VAT along with any other taxes, rates, or tolls whatsoever.
- 5.7 The Hirer shall not withhold or set-off against any amounts owed to Premier whatsoever.

- 5.8 In addition and without prejudice to all other rights and remedies it may have under the Contract and at law, Premier is entitled to and reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.9 No retention, withholding, deduction or set-off shall be made by the Hirer against or in respect of any payment due to Premier.

CLAUSE 6 – Completion and Programme

- 6.1 Premier will advise the Hirer of the programme for the commencement and the completion of the Works.
- 6.2 Practical Completion will occur when in the reasonable opinion of Premier the Works are fit for occupation and use.
- 6.3 If Premier is delayed in achieving Practical Completion for any reason other than its own act or omission, then any times for completion shall be extended for the period of delay and all of Premier's costs of delay, including overhead recovery, will be added to the Contract Sum.
- 6.4 If the Hirer directs Premier to change its programme for the performance of the Works or change its method of performing the Works then Premier will use its reasonable endeavours to comply with any such reasonable direction. The Hirer shall pay all of Premier's costs and losses (and overheads) incurred in following the direction and Premier is entitled to an extension of time to the date for Practical Completion for any delay caused by the direction.
- 6.5 It is expressly agreed and acknowledged that any advice given by Premier, whether verbal or in writing, as the completion and/or programming of the Work shall be a statement made in good faith based on Premier's known manufacturer and/or project commitments at the time of the advice. For the avoidance of doubt, all dates stated in the PHQ are indicative only, other than the date for Practical Completion.
- 6.6 Premier reserves the right, acting reasonably, to revise any commencement and/or any completion date for any activity whatsoever after undertaking a review of all Premier's manufacturing and/or project commitments prevailing at the date of the Hirer's acceptance of the PHQ. Premier shall notify the Hirer if any commencement and/or completion dates are changed and any times for completion shall be extended as appropriate for any delay to the commencement and/or completion dates under this clause. No dates referred to in this clause can be confirmed until all information required by Premier has been provided by the Hirer and received by Premier. Premier will be entitled to an extension of time to the date for Practical Completion and additional costs as may be applicable if it has not received such information by the times required.
- 6.7 All delivery dates in the Contract are on the basis that Premier has not later than the date of the Contract and/or the order form from the Hirer, received the signed drawings, indicating the precise scope and nature of the Hired Goods and/or the Works together with a definitive and fixed specification. Any changes to the scope and nature of the Hired Goods and/or the Works will be a variation and will entitle Premier to additional payment and extension to the date for Practical Completion and any other dates as appropriate all in accordance with clause 4.
- 6.8 The Hirer shall not move the Hired Goods unless prior written consent is obtained from Premier.

CLAUSE 7 – Delivery and Demobilisation

- 7.1 Unless otherwise provided for in the PHQ, the Hirer shall pay for all transport charges (including without limitation road closures) howsoever incurred.
- 7.2 Where Premier has notified the Hirer that the Hired Goods are ready for delivery (such notification shall be not less than seven days prior to the intended date for delivery and the intended date for delivery shall be after Premier has completed any site works which it is responsible for under the PHQ), the Hirer shall take delivery or arrange for storage. If the Hirer does not take delivery or arrange for storage within 7 days of notification, Premier shall be entitled to invoice and be paid for the Hired Goods as though the Hired Goods had been duly delivered in accordance with these instructions and Premier may arrange storage either at Premier's own premises or elsewhere on the Hirer's behalf and all associated charges including (without limitation) for storage, insurance and cancellation charges for transport, craneage and any other consequential costs shall be added to the Contract Sum.
- 7.3 Where delivery of the Hired Goods cannot be made as planned (for example and without limitation where the crane is of an insufficient size, where work is winded off or cancelled because of inclement weather, where the foundations or ground conditions are not in accordance with what is required or expected, or access is not allowed as required or expected) then all associated costs of delivery shall be added to the Contract Sum, together with an addition for Premier's overhead.
- 7.4 The Hirer hereby accepts the general conditions of any carrier and/or heavy installation plant employed by Premier. Premier shall make these available to the Customer in reasonable time following a request by the Hirer in writing for the same. Neither Premier nor any carrier shall be liable for damage or loss of Hired Goods in transit or for shortage on delivery unless notice in writing is given to the carrier concerned and Premier within the period stated in the conditions of the carrier, or if not so stated within three days of the date of delivery or in the case of non-delivery or loss of Hired Goods within 14 days from the date of despatch.
- 7.5 Delivery will be deemed complete if the Hired Goods are delivered to the Site referred to in the PHQ, irrespective of whether or not the Hirer is in attendance for receipt of the delivery of the Hired Goods. All risk shall pass to the Hirer on delivery of the Hired Goods.
- 7.6 The Hired Goods shall be deemed to be in good condition unless the Hirer notifies Premier of any shortages and defects within five (5) days notice from the date of delivery.
- 7.7 The Hirer shall give Premier 90 days' written notice to remove and transport the Hired Goods.
- 7.8 The Hirer may request that Premier remove and transport the Hired Goods so that the period of hire is shorter than the GHP, but in that case the price for the remainder of the GHP is payable at the price set out in the PHQ, plus an addition of 25%, plus the dismantle, removal and transport of the hired goods (as per clause 7.11), plus Premier's overhead, all of which is to be assessed at Premier's sole discretion and added to the Contract Sum.

- 7.9. The Hirer shall provide Premier with sufficient access to install and remove and transport the Hired Goods, including without limitation road closures, unless otherwise stated in the PHQ.
- 7.10. The Hirer shall remove from the Hired Goods all of its possessions whatsoever prior to the notified removal date. Premier shall be allowed access to the Hired Goods at any time. and may carry out a dilapidation survey to assess any and all damage to the Hired Goods. The Hirer may or may not be present at the dilapidation survey. Premier's assessment of the damage is final. Any damage to the Hired Goods will be added to the Contract Price, in an amount to be determined by Premier.
- 7.11. Dismantle, removal and transport of the Hired Goods shall be priced by Premier in the PHQ or at the time of that dismantle, removal and transport and added to the Contract Sum, together with an addition for Premier's overhead.

CLAUSE 8 – Default by Hirer

- 8.1. If the Hirer defaults in any provision of the Contract or commits any act of insolvency or enters into a compromise with its creditors, or goes into administration, receivership or liquidation or if Premier has any concerns about the Hirer's credit-worthiness (at Premier's sole discretion) then Premier shall without prejudice to any rights and remedies it may have whatsoever under the Contract, or at law, be entitled to determine the Contract and/or reclaim any or all of the Hired Goods as this remains the property of Premier. Premier may also withhold and/or set off any amounts owing by Premier to the Hirer as against, any amounts owing by the Hirer to Premier and/or suspend or cancel any credit facilities granted to the Hirer and/or suspend and/or cancel the Works and/or make a demand upon the Hirer for security and any legal and associated or other costs reasonably incurred by Premier shall be recoverable by Premier.
- 8.2. Premier shall not be liable for any non-performance or delay in performance or for any loss or damage to the Hired Goods and/or the Works due to act of God, war, riot, act of terrorism, embargo, labour dispute, civil commotion, fire, explosion, storm, Tempest, lightning, theft, shortage of labour or materials, confiscation, delays in delivery of all services of manufacturers, suppliers and sub-contractors, prohibition of import or export or any other unforeseen event (whether or not similar in nature to those specified) outside Premier's reasonable control.

CLAUSE 9 – Liability of Premier

- 9.1. Premier will have no liability for the Hired Goods once delivered or as soon as the Hirer takes possession, whichever is the earliest.
- 9.2. Premier will have no liability whatsoever for any direct, indirect or consequential loss or damage (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) for any reason and/or for any matter whatsoever arising out of the hire and/or this Contract, including without limitation:
- 9.2.1. loss or damage due to or arising from the Hired Goods becoming unusable or uninhabitable through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport, or through failure of the Hired Goods due to inadequate foundations having been provided by the Hirer.
- 9.3. Premier does not exclude liability (if any) to the Hirer for breach of Premier's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; for personal injury or death resulting from Premier's negligence; under section 2(3) Consumer Protection Act 1987; for any matter for which it would be illegal for Premier to exclude or to attempt to excuse liability; or for fraud.
- 9.4. Liquidated damages will not apply to any element of this Contract unless specifically provided for in the PHQ.
- 9.5. A person or company that is not a party to this Contract shall not be able to enforce any right in respect of it under the Contract (Rights of Third Parties) Act 1999.
- 9.6. Premier will have no liability for any loss whatsoever occurring as a result of a force majeure event (which shall include without limitation the events listed in clause 8.2).
- 9.7. Except as set out in this clause 9, Premier hereby excludes to the fullest extent permissible in law all conditions, warranties and stipulations, express (other than those set out in this Contract) or implied, statutory customary or otherwise which, but for such exclusion, would or might subsist in favour of the Hirer.
- 9.8. The Hirer acknowledges that the provisions of clauses 9 and 10 are reasonable and reflected in the price which would be higher without those provisions, and the Hirer will accept such risk and/or insure accordingly.
- 9.9. Where Premier is responsible for site works, Premier's responsibility for the statutory compliance of the Works shall be limited to compliance with building regulation approval and compliance with the Construction (Design and Management) Regulations 2015. Unless the PHQ provides otherwise, the Hirer shall be responsible for obtaining and complying with all planning, building control and building regulations consent, all other licences, consents and approvals under any statute, regulations or bylaw, and appointing a Principal Contractor and Principal Designer. Premier shall have no further or other liability to the Hirer as either a direct or indirect consequence of any statutory or regulatory non-compliance of the Works and/or the Hired Goods. The Hirer warrants that it has made its own independent enquiries from appropriate professionals on all statutory and regulatory compliance issues as relates to the Works.

CLAUSE 10 – Warranty Design, Fitness for Purpose

- 10.1. Premier offers no warranty whatsoever that the Hired Goods are suitable or fit for the intended purpose of the Hirer and the Hirer acknowledges this.
- 10.2. Premier warrants that the Works will be free from defects in materials or workmanship for a period of three months (or such other period as may be prescribed in the PHQ) ("the Warranty Period") from the date of notification to the Hirer that the Hired Goods are ready for delivery or from the date of actual delivery (whichever is the shorter). If there are such defects, then Premier's liability is limited, in the case of the Hired Goods, to the replacement or repair of the Hired Good or to the cost of the replacement or repair of the Hired Goods and, in the case of any services or site

works undertaken by Premier, the resupply of the relevant site work or services or the cost of the re-supply of the relevant site works or services.

- 10.3. Any defects that arise outside of the Warranty Period are the responsibility of the Hirer. Attendances by Premier in respect of such defects are variations within the meaning of clause 4.

CLAUSE 11 – Insurance

- 11.1. The Hired Goods are totally at the risk of the Hirer and the Hirer shall take out insurance equivalent to at least four (4) years' hire or the GHP, or the full replacement value of the Equipment, whichever is the greater, to the satisfaction of Premier.
- 11.2. The Hirer is responsible for any loss or damage caused by misuse or negligence of the Hirer; theft of the hired goods by any person; unexplained loss or disappearance without evidence of theft of the Hired Goods; misuse; graffiti; abuse; improper maintenance and/or service of the Hired Goods including air-conditioning service maintenance; loss or damage to Accessories; electric motor failure; glass breakage; water action of any kind; wilful acts by the Hirer and/or his employee or agent; use or operation of the Hired Goods in violation of the Contract, loss or damage of any kind whatsoever incurred during transportation, installation or removal of the building where such is organised by the Hirer, except where the Hirer gives notice of pre-existing defect(s) to Premier prior to transportation.
- 11.3. Where the Hired Goods and/or the Works are lost, stolen, destroyed or damaged by the negligence or wrongful act of a third party, the Hirer shall immediately notify Premier thereof, shall not compromise any claim without the consent of Premier, shall allow Premier to take over the conduct of any negotiations (except in relation to claims against the Hirer for personal injury or death, loss of the use of the Hired Goods and/or the Works or loss of or damage to the property of the Hirer unconnected with the Hired Goods and/or the Works), and shall at the Hirer's own expense take such proceedings (in the Hirer's sole name or jointly with Premier) as Premier shall direct holding all sums recovered together with monies received by the Hirer under any policy of insurance taken out by the Hirer pursuant to the provisions of the Contract on trust for Premier and paying or applying as Premier directs such part thereof as is necessary to discharge the Hirer's liability to Premier at the date of such payment and to compensate Premier for the loss, theft or destruction of or damage to the Hired Goods and/or the Works, any surplus being retainable by the Hirer for his own benefit. In the event that the Hired Goods and/or the Works have to be replaced for any reason other than a reason for which Premier is entirely responsible, the date of delivery of any such replacement shall be made at a reasonable time taking into account the production period required by the factory or supplier.
- 11.4. The Hirer shall report to the Police and Premier any theft of the Hired Goods and in claiming the insurance will direct all payments from the insurer to Premier.
- 11.5. The Hirer shall indemnify Premier in respect of any claim made against Premier and all damages, costs and expenses suffered or incurred by Premier as a result of any claim by a third party in respect of the state, condition or use of the Equipment or in any way arising out of its hire under this Contract.

CLAUSE 12 – Title

- 12.1. The Contract shall not be construed as passing title in the Hired Goods to any party unless expressly stated. Title to installed Site related works, excluding Hired Goods shall pass to the Hirer on payment to Premier.
- 12.2. The Hirer shall not re-hire, let, sub-let, or lend the Hired Goods without the prior written agreement of Premier.
- 12.3. The Hirer shall not sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Hired Goods or their contents and shall protect the same against distress, execution or seizure and shall indemnify Premier against all losses, damages, cost, charges and expenses that may be occasioned by any failure to comply with this clause 12.

CLAUSE 13 – Disputes

- 13.1. Either party may at any time refer a dispute to adjudication. The adjudication procedures including for the appointment of an adjudicator shall be as set out in the Scheme for Construction Contracts.
- 13.2. The proper law of the Contract shall be the law of England.
- 13.3. Subject to the right to refer disputes to adjudication, any dispute or difference arising from, or relating to, the Contract shall be referred to arbitration before an arbitrator to be appointed, in default of agreement between the parties, by the Chartered Institute of Arbitrators, in accordance with the Arbitration Act 1996. The place of arbitration shall be London.

CLAUSE 14 – Confidential Information, Specifications and Drawings

- 14.1. Subject to legal and/or fiduciary requirements and as needed to carry out its obligations under this Contract, any documents whatsoever disclosed by one party together which are marked or are to be treated as confidential will not be disclosed to any third party without the others prior written consent. Provided always that Premier shall, at any time and without the Hirer's prior written consent be entitled to publish details and photos of the Works.
- 14.2. Premier retain all copyright and intellectual property rights whatsoever in all materials it uses or provides to the Hirer relating to the performance of the Works.
- 14.3. If the Hirer provides Premier with any drawings or other material or documents then the Hirer warrants that Premier is entitled to use those documents and indemnifies and holds harmless Premier from any claims that may be brought against Premier in relation thereto.

CLAUSE 15 – Maintenance, Alterations, Repairs and Indemnity

- 15.1. Unless expressly provided otherwise in the PHQ, it is the Hirer's responsibility to ensure all services connected to the Hired Goods are of a sufficient standard and that no damage is caused to the Hired Goods as a result of any connection, or deficiency in services.
- 15.2. The Hirer shall maintain and keep the Hired Goods in good and substantial repair and condition (fair wear and tear only excepted) and replace all missing, damaged or broken Hired Goods thereof with Hired Goods or parts of equal quality and value and in default of so doing permit Premier to take possession of the Hired Goods for the purpose of

having repairs carried out and repay to Premier, the cost of such repairs. In the event that the Hirer proposes to replace any missing, damaged or broken Hired Goods, it shall first notify the Hire Administrator within Premier at Premier's Head Office. Exercise of this right shall not prevent the accrual of instalments or rental hereunder.

- 15.3. Any maintenance carried out by Premier shall be added to the Contract Sum (save where it is included in the PHQ).
15.4. The Hirer shall use the Hired Goods, at the risk of the Hirer and releases, indemnifies and forever holds harmless Premier from all actions, claims and liabilities in respect of damage to property or death or injury to any person resulting directly or indirectly from the Hired Goods or their use or the services provided by Premier to the Hirer.

CLAUSE 16 – Air Conditioners

- 16.1. If the Hirer hires air-conditioners for use in the Hired Goods, then they can only be installed in the wall cutouts provided and at the end of the Contract the Hirer will remove all air conditioners from the Hired Goods and will be liable for any making good of the Hired Goods.

CLAUSE 17 – Tiedowns

- 17.1. Premier recommends that all transportable buildings be secured to the ground with tiedowns. The Contract Sum does not include the cost of tiedowns unless specifically provided for in writing in the Contract.

CLAUSE 18 – Purchase of Hired Goods

- 18.1. Premier Hired Goods and Accessories are for sale to the Hirer only with permission of Premier and at Premier's specified price and title will not pass until they have been paid for in full.

CLAUSE 19 – Repossession and Indemnity

- 19.1. If the Hirer is in breach of the Contract, then Premier can repossess the Hired Goods.
19.2. The Hirer indemnifies and releases Premier against all claims whatsoever arising out of the Contract as a result of, or in connection with, Premier taking possession of the Hired Goods.
19.3. If Premier repossesses the Hired Goods from any Connected Location, then the Hirer shall fully indemnify Premier for all costs, losses and matters arising therefrom.
19.4. Premier may at any time without notice enter the Hirer's premises or any other premises leased or otherwise occupied by the Hirer in order to repossess the Hired Goods pursuant to the Contract.
19.5. In addition to any right or claim to which Premier may by law be entitled, Premier shall in the event of the Hirer's insolvency be entitled to have a lien on all items in Premier's possession (notwithstanding that such items may have to be paid for), put the items in a saleable state and to sell such items on terms which Premier sees fit and retain from the proceeds of such sale an amount sufficient to recompense Premier for the unpaid price of any other item sold and delivered to the Hirer by Premier under the Contract or any other contract.
19.6. The Hirer shall pay to Premier all expenses (including legal costs on a full indemnity basis) incurred by or on behalf of Premier in ascertaining the whereabouts of the Hired Goods, taking possession of them by reason of a breach by the Hirer of any provision of the Contract, and preserving, incurring and storing the Hired Goods thereafter, and the costs of any legal proceedings taken by or on behalf of Premier to enforce the provisions of the Contract.

CLAUSE 20 – The Provision of the Services

- 20.1. If any of the documents in Appendix B Site Works are not completed then the Contract shall be deemed accepted by the parties as not including any of the services referred to therein.

CLAUSE 21 – Site Conditions – (PHQ includes for site works)

- 21.1. The Hirer warrants that it shall, at its own cost, assume all responsibility for all site conditions above and below the surface, including all environmental matters as may be applicable to the Site. The Hirer also warrants that it has sought and obtained all necessary approvals, shall be deemed to have made all necessary due inspections and made all enquiries of all matters pertaining to the Site, and warrants that the Works are capable of being performed on the Site.
21.2. The Hirer warrants that it shall assume all risk for providing full and proper access to the site at all times necessary to allow Premier access without causing Premier any delay or additional cost. For the avoidance of doubt, this includes (without limitation) access and routes for cranes, 40 tonne lorries, people and any access necessary for the carrying out of the Works. This clause applies to the Works and any remedial work necessary.
21.3. It is assumed for the purpose of the Contract Sum that there is adequate access to site for a large, rigid or articulated vehicle. If the vehicle has to cross unmade ground, the responsibility for loss and/or delay is that of the Hirer who is required to provide trackway buttons hard-core or the like. Waiting time on site by Premier's vehicle(s) and labour shall be chargeable.
21.4. The Hirer warrants that they shall be responsible for and shall pay for whatever is necessary to enable adequate access to the Site.
21.5. The Hirer warrants that they will provide adequate secure storage for Premier's equipment, along with adequate facilities to ensure that Premier can perform the work safely and in accordance with Premier's Work Health & Safety requirements (a copy of which will be made available to the Hirer upon request).
21.6. The Hirer warrants that they will be responsible for obtaining all necessary warrants, permissions and approvals necessary for the performance of the Works (including without limitation planning and building regulations) and for paying all necessary fees/charges. If the Hirer requests that Premier offer assistance to the Hirer in complying with this provision then Premier shall be entitled to charge a fee to be valued as a variation.
21.7. The Hirer warrants that, in undertaking its site inspection, it has taken into account all legal requirements and costs whatsoever as apply to the Site and the Works:
21.8. The following are excluded from the Contract Sum unless specifically included in writing in the Contract:
21.8.1 Groundworks, including foundations, paving, landscaping, brickwork, pads;

- 21.8.2 All external works, hard and soft landscaping, including formation of parts and roadways;
 - 21.8.3 Any work in connection with services (gas, water, electricity, telephone and drainage) to and from the building, including connections and the connection of individual floor levels;
 - 21.8.4 Mechanical ventilation
 - 21.8.5 Fire fighting and First Aid equipment;
 - 21.8.6 Fire and security alarm installations
 - 21.8.7 Telephone and data installations;
 - 21.8.8 Site clearance;
 - 21.8.9 Forming access to site, including the taking down of overhead cables;
 - 21.8.10 External steps, ramps, landings and handrails, Perimeter plinth;
 - 21.8.11 Temporary fencing and welfare facilities for compliance with the Construction Design and management Regulations 2015;
 - 21.8.12 Craneage - if craneage is necessary, for whatever reason, the Hirer shall be responsible for the actual costs incurred, plus handling and administration costs.
- 21.9. The Hirer shall, prior to Premier commencing the Works, make available to Premier all documents and information relevant to ground conditions including all necessary geotechnical reports and details of sub strata conditions that Premier may reasonably require to properly perform the Works and the Hirer shall warrant the accuracy of all such information.

CLAUSE 22 – Subcontracting / Assignment

- 22.1. Premier may subcontract all or part of its obligations under the Contract.
- 22.2. The Hirer shall not assign or transfer the Contract or any of Hirer's rights or obligations under the Contract whether in whole or in part.

Clause 23 – Work Health and Safety (WHS includes for site works)

- 23.1. Premier's Health and Safety policy shall apply with respect to the Contract.
- 23.2. The Hirer will be provided with a copy of Premier's Health and Safety policy on request and is deemed in any event to have read and understood these provisions.

CLAUSE 24 – Quality Assurance

- 24.1. Premier's quality assurance programme shall apply with respect of this Contract.
- 24.2. The Hirer will be provided with a copy of Premier's quality assurance programme on request and whether or not it is requested or provided is deemed in any event to have read and understood its provisions.

CLAUSE 25 – Industrial Relations

- 25.1. The Hirer shall bear all of the costs of all industrial relations matters applicable to the Contract and shall reimburse Premier for all costs incurred by Premier as a consequence of any changes to any award or applicable site conditions after the date of this Contract.

CLAUSE 26 – Notices

- 26.1. Any notices or communications sent to the Hirer shall be sufficient if sent by any effective means or to any address notified to Premier for that purpose, or to the address last known to Premier.

CLAUSE 27 – Waiver, variation, alteration, and severability

- 27.1. The provisions of this Contract shall not be waived, varied or altered in any way unless by express written agreement between the parties.
- 27.2. If any part or parts of the Contract is/are found to be void and/or illegal and/or unenforceable, all remaining parts shall survive with full force and effect.