

DATED

2010

LLW Repository Limited

(1)

And

[CUSTOMER]

(2)

WASTE SERVICES CONTRACT

relating to packaging treatment and disposal of low level
radioactive waste

[REFERENCE]

PARTIES

- (1) LLW REPOSITORY LIMITED (Company Number 5608448), whose registered office is at Old Shore Road, Drigg, Holmrook, Cumbria, CA19 1XH, ("LLWR"); and
- (2) [CUSTOMER] (Company Number [...]), whose registered office is at [...], ("the Customer").

WHEREAS

- A Under a Management and Operations Contract dated 1 April 2008 between LLWR and the Nuclear Decommissioning Authority, LLWR manages and operates the Low Level Waste Repository, Old Shore Road, Drigg, Holmrook, Cumbria, CA19 1XH.
- B LLWR has agreed to provide to the Customer certain services, including disposal and treatment of low level radioactive waste and other services associated with safe handling, management and disposal of low level and very low level radioactive wastes.
- C The parties have agreed to work together to further the objectives of the UK Nuclear Industry LLW Strategy. In particular, this Contract is intended to incentivise use of waste treatment services and other alternatives to disposal so as to preserve the capacity of the Low Level Waste Repository.

IT IS AGREED THAT**1 DOCUMENTS AND INTERPRETATION**

1.1 This Contract incorporates:

- (a) the conditions of contract set out in Schedule 1;
- (b) the Contract Data set out in Schedule 2;
- (c) the Waste Services set out in Schedule 3;
- (d) the Waste Acceptance Criteria set out or referred to in Schedule 4;
- (e) the Waste Acceptance Procedures set out or referred to in Schedule 5;
- (f) the Packaging Services, Packaging Conditions and Packaging Services Documents set out or referred to in Schedule 6; and
- (g) the Service Pricing Mechanisms set out or referred to in Schedule 7.

1.2 Definitions and principles of interpretation set out in the conditions of contract apply to this Contract. In the event of any inconsistency between the documents comprising this Contract, this form of agreement takes priority. Other documents incorporated into this Contract have priority in the order set out above.

2 PURPOSE

2.1 This Contract:

- (a) identifies Waste Services and Packaging Services available for the Customer to purchase at its discretion during the *service period*;

- (b) provides mechanisms for
 - (i) establishing the Annual Allocation, and
 - (ii) accessing and pricing Waste Services and Packaging Services;and
- (c) sets out associated obligations and liabilities of the Parties.

3 WASTE SERVICES AND PACKAGING SERVICES

- 3.1 Subject to the conditions of contract, the Waste Services and Packaging Services available to the Customer as at the date of this Contract are as identified in Schedule 3 and Schedule 6 respectively.
- 3.2 The Annual Allocation will be established in accordance with the conditions of contract.

4 CHANGES TO WASTE SERVICES AND PACKAGING SERVICES

- 4.1 LLWR may at any time by notice to the Customer:
 - (a) change, add or remove any Waste Service or Packaging Service;
 - (b) change the Waste Acceptance Criteria, Waste Acceptance Procedure or Service Pricing Mechanism applicable to any Waste Service; or
 - (c) change any Packaging Services Document or Service Pricing Mechanism applicable to any Packaging Service.

Save in the case of any change required for compliance with any legal or regulatory obligation, LLWR will consult with the Customer and give 13 weeks notice prior to implementing any such change or removal.

- 4.2 If LLWR adds any Waste Service LLWR will notify the Customer of the Waste Acceptance Criteria, the Waste Acceptance Procedure and Service Pricing Mechanism applicable to that Waste Service. Such Waste Acceptance Criteria, Waste Acceptance Procedure and Service Pricing Mechanism will have effect as if set out in Schedule 4, Schedule 5 and Schedule 7 respectively.
- 4.3 If LLWR adds any Packaging Service LLWR will notify the Customer of the applicable Packaging Conditions and Service Pricing Mechanism. Such conditions and Service Pricing Mechanism will have effect as if set out in Schedule 6 and Schedule 7 respectively.

5 PROVISION OF SERVICES

- 5.1 LLWR provides Services in accordance with and the Parties comply with their respective obligations under the conditions of contract and applicable Packaging Conditions.

6 PAYMENT

- 6.1 Each of the Parties pays amounts due to the other in accordance with the conditions of contract and applicable Packaging Conditions.

7 LIABILITY

7.1 The Parties' attention is drawn in particular to the provisions of the conditions of contract and Packaging Conditions limiting and excluding liability.

IN WITNESS of the above the Parties have executed and delivered this Contract as a deed on the date written above.

Executed as a Deed by LLW Repository Limited acting by:

Director (signature):

Name (print):

in the presence of

Witness (signature):

Name (print):

Address:

Occupation:

Executed as a Deed by [CUSTOMER] acting by:

Director (signature):

Name (print):

in the presence of

Witness (signature):

Name (print):

Address:

Occupation:

Schedule 1 - Conditions of Contract

1 General

Actions	10	
	10.1	<p>LLWR, the Customer and the <i>Service Manager</i> act in a spirit of mutual trust and co-operation and so as to:</p> <ul style="list-style-type: none">• further the objectives of the Policy for the Long Term Management of Solid Low Level Radioactive Waste in the United Kingdom;• further the objectives of the UK Nuclear Industry LLW Strategy; and• encourage innovation, cost saving and efficiency; <p>without compromising the total commitment of each party to safety, health, the environment and regulatory compliance.</p>
Identified and defined terms	11	
	11.1	<p>In these conditions of contract terms used in the Contract Data are in italics and defined terms have capital initials.</p>
	11.2	<p>(1) An Accepted Consignment is:</p> <ul style="list-style-type: none">• a Waste Consignment that has been approved by LLWR in accordance with the Waste Acceptance Procedure; or• any Waste Consignment that has been Delivered. <p>(2) Additional Services are additional services that LLWR agrees to provide under this contract in accordance with an Agreement for Additional Services.</p> <p>(3) An Agreement for Additional Services is an agreement between the Parties for provision of Additional Services by LLWR to the Customer.</p> <p>(4) An Allocation Review Date occurs on the <i>commencement date</i> and then on each 1 April and 1 October in the <i>service period</i>.</p>

- (5) An Allocation Year is a period of 12 months commencing on an Allocation Review Date.
- (6) An Annual Allocation is a projected:
- volume of Repository disposal space required; and
 - quantity of radiological activity;
- as established in accordance with this contract, for Waste to be consigned by the Customer for Disposal under this contract in the relevant Allocation Year.
- (7) An Authorisation is an authorisation granted under Section 13 of the Radioactive Substances Act 1993.
- (8) A Consignment Price is the price for a Consignment Waste Service established in accordance with the applicable Service Pricing Mechanism, subject to any change in accordance with this contract.
- (9) A Consignment Waste Service means the Waste Service selected in accordance with this contract for a Waste Consignment.
- (10) The Contract Data is the information and data included in Schedule 2.
- (11) A Contract Year is the period from the *commencement date* up to and including the following 31 March and then each period from 1 April to 31 March (or part of such period) falling within the *service period*.
- (12) The Customer's Internal Procedures are all procedures that the Customer is required to have in place in accordance with the applicable Waste Acceptance Procedure.
- (13) Delivered means, in respect of a Waste Consignment:
- that lifting gear controlled by LLWR or a Subcontractor has been attached to that Waste Consignment; or (if no such lifting gear has been attached)
 - where that Waste Consignment is to be offloaded by LLWR or any Subcontractor from a vehicle operated by or on behalf of the Customer, 48 hours has expired from

the arrival of such vehicle at the Repository or at a site operated by such Subcontractor (as the case may be) unless within such Period the Service Manager instructs the Customer to remove such Waste Consignment by reason of Non-Compliance; or

- that such Waste Consignment has been placed by the Customer in a position designated by LLWR at the Repository or on a site or vehicle operated by LLWR or a Subcontractor;

in each case in accordance with the Waste Acceptance Procedure. Deliver and Delivery have corresponding meanings.

- (14) Disposal means disposal or storage of Waste by or on behalf of LLWR.
- (15) A Disposal Container is a container approved for use to consign a Waste Consignment to the Low Level Waste Repository for disposal as defined in the Waste Acceptance Criteria.
- (16) Excluded Loss means any loss of use, revenue, profit, anticipated saving, opportunity, sale of property or any indirect or special loss, whether or not such loss was foreseeable as at the date of this contract or any Delivery.
- (17) LLWR Disposal Authorisation means the current Authorisation (Reference: BZ2508) for the Repository issued by the Environment Agency.
- (18) NDA is the Nuclear Decommissioning Authority established pursuant to the provisions of the Energy Act 2004.
- (19) Non-Compliant means in relation to any Waste that at the time of Delivery such Waste does not comply with the Service Information or applicable law, as demonstrated by reasonable evidence (whether or not such evidence was available at the time of Delivery). Non-Compliance has a corresponding meaning.
- (20) M&O Contract means the Management and Operations Contract between NDA and LLWR dated 1 April 2008 (a redacted copy of which is published on the NDA's

website).

- (21) Others are people or organisations who are not LLWR, the Customer, the *Service Manager* or a Subcontractor.
- (22) The Packaging Conditions are the conditions set out or referred to in Schedule 6 or such other conditions as may be notified by LLWR to the Customer in accordance with this contract for a Packaging Service.
- (23) The Packaging Services are the services identified as such in Schedule 6, as may be changed, added or removed in accordance with this contract.
- (24) A Packaging Services Document means any Process, Guide, Form or Template set out or referred to in Schedule 6 or the applicable Packaging Conditions.
- (25) The Parties are the Customer and LLWR.
- (26) The Price for Services Provided is the total of:
- the Consignment Price for Delivered Waste Consignments; and
 - the price for any Additional Services provided by LLWR as established in accordance with the relevant Additional Services Agreement.
- (27) To Provide the Services means to do the activities necessary to provide the Services in accordance with this contract and all incidental work, services and actions that this contract requires.
- (28) The Repository is the Low Level Waste Repository situated at Old Shore Road, Drigg, Holmrook, Cumbria, CA19 1XH.
- (29) Secondary Waste is product arising from application of any Treatment Option that in accordance with the applicable Waste Acceptance Procedure is to be disposed of by LLWR.

(30) Service Information is information which either:

- specifies and describes the Waste Services;
- specifies and describes the Packaging Services;
- specifies and describes any Additional Services;
- specifies and describes requirements with which a Waste Consignment is to comply or with which LLWR and the Customer are to comply in relation to a Waste Consignment, Waste Service or Additional Services; or
- states any constraints on how LLWR Provides the Services;

and is either

- in the Waste Acceptance Criteria;
- in the Waste Acceptance Procedure;
- in a quotation or other document issued by LLWR under the relevant Service Pricing Mechanism and accepted by the Customer;
- in or referred to in an Additional Services Agreement; or
- in an instruction given by the *Service Manager* in accordance with this contract.

(31) A Service Pricing Mechanism is the mechanism set out or referred to in Schedule 7 for establishing the Consignment Price for provision by LLWR of a Waste Service or the amount payable by the Customer in respect of a Packaging Service, subject to any change in accordance with this contract.

(32) Services are the Waste Services provided or to be provided by LLWR in respect of Waste Consignments and any Additional Services.

(33) A Subcontractor is a person or organisation who has a contract with LLWR to provide a

part of the Services.

- (34) A Transport Container is a container used or to be used in accordance with the Service Information for the purpose of consignment of Waste for any Treatment Option.
- (35) The Treatment Options are the options identified as such in Schedule 3, as may be changed, added or removed in accordance with this contract.
- (36) The UK Nuclear Industry LLW Strategy is the UK Strategy for the Management of Solid Low Level Radioactive Waste from the Nuclear Industry as published by the NDA.
- (37) Waste is any material consigned by the Customer under this contract.
- (38) The Waste Acceptance Criteria are the specification for Waste and other requirements set out or referred to in Schedule 4 applicable to a Waste Service, as may be changed in accordance with this contract.
- (39) The Waste Acceptance Procedure is the procedure set out or referred to in Schedule 5 applicable to a Waste Service, as may be changed in accordance with this contract.
- (40) A Waste Consignment is one Transport Container or one Disposal Container and its contents of Waste and packaging consigned by the Customer under this contract.
- (41) Waste Services are Disposal and the Treatment Options.

Interpretation and the law 12

- 12.1 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.
- 12.2 This contract is governed by English Law.
- 12.3 No change to this contract, unless provided for by these conditions of contract, has effect unless it has been agreed, confirmed in writing and signed by the Parties.

12.4 Except where the contrary is expressly stated in these conditions of contract, this contract is the entire agreement between the Parties in relation to its subject matter.

12.5 No person other than the NDA has any right to enforce any provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.6 If any of the provisions of this contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such provision shall be divisible from and deemed to be deleted from this contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect

Communications

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13.1 Each instruction, certificate, submission, proposal, record, acceptance, notification, reply, form, template and other communication which this contract requires is communicated:

- in a form which can be read, copied and recorded; or
- in accordance with the Waste Acceptance Procedure.

13.2 A communication has effect when it is received:

- at the last address notified by the recipient for receiving communications; or if none is notified
- at the address of the recipient stated in the Contract Data.

13.3 If this contract requires the *Service Manager* to reply to a communication, unless otherwise stated in this contract, he replies within the period for reply.

13.4 The *Service Manager* may extend the period for reply to a communication by agreement with the Customer. The *Service Manager* notifies the Parties of the extension.

The Service Manager

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14.1 The *Service Manager* is employed and appointed by LLWR.

14.2 The *Service Manager's* acceptance of a communication for a Party or of anything done by a Party does not change the responsibility of that Party under this contract.

14.3 Additional roles and responsibilities of the *Service Manager* are set out in the applicable Waste Acceptance Procedure.

14.4 The *Service Manager* after notifying the Parties may delegate any of his actions and may cancel any delegation. A reference to an action of the *Service Manager* includes an action by his delegate.

14.5 The Customer may request the *Service Manager* to instruct a change to the Service Information. The *Service Manager* may refuse such a request for any reason. Subject to the terms of any relevant Additional Services Agreement, following a request from the Customer or where permitted in accordance with the terms of this contract on his own initiative the *Service Manager* may give an instruction to the Parties that changes the Service Information.

Unless the Parties agree otherwise or any such instruction is necessary for compliance with any legal or regulatory obligation of LLWR, such an instruction does not apply in relation to any Waste Consignment in respect of which LLWR has provided a quotation to the Customer in accordance with the relevant Service Pricing Mechanism and either:

- such quotation has been accepted by the Customer; or
- such quotation remains open for acceptance by the Customer.

14.6 LLWR may replace the *Service Manager* after he has notified the Customer of the name of the replacement.

The Customer Representative

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15.1 The *Customer Representative* is employed and appointed by the Customer.

15.2 Additional roles and responsibilities of the *Customer Representative* are set out in the applicable Waste Acceptance Procedure.

15.3 The *Customer Representative* after notifying the Parties may delegate any of his actions and may

cancel any delegation. A reference to an action of the *Customer Representative* includes an action by his delegate.

15.3 The Customer may replace the *Customer Representative* after he has notified LLWR of the name of the replacement.

Early Warning

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16.1 LLWR, the Customer, the *Service Manager* and the *Customer Representative* each gives an early warning by notifying the others as soon as he becomes aware of any matter which will or may:

- require an instruction to change the Service Information;
- affect compliance with the Waste Acceptance Criteria or Waste Acceptance Procedure;
- increase the total of the Prices;
- interfere with the timing of Providing the Services;
- impair the effectiveness of the Services;
- affect use of an Annual Allocation; or
- affect compliance with or furtherance of the objectives of the UK Nuclear Industry LLW Strategy.

16.2 Either the *Service Manager* or the *Customer Representative* may instruct the other of them to attend a Customer meeting. LLWR may instruct and the Customer will permit NDA to attend any such meeting. Each may instruct other people to attend if the other agrees.

16.3 At a Customer meeting those who attend co-operate in:

- making and considering proposals for how the effect of the risk can be avoided or reduced;
- seeking solutions that will bring advantage to all those who will be affected; and
- deciding on the actions which will be taken and who, in accordance with this contract, will take them.

16.4 If a decision needs a change to the Service Information and the *Service Manager* is entitled

under this contract to make the change, the *Service Manager* gives an instruction to the Parties making the change.

Illegal and impossible Requirements 17

17.1 LLWR, the Customer, the *Service Manager* and the *Customer Representative* each notifies the other if he considers that the Service Information requires the Parties to do anything that is illegal or impossible. If the *Service Manager* agrees, he gives an instruction to change the Service Information appropriately.

Waiver, modification and inconsistencies 18

18.1 None of the provisions of this contract are to be considered waived by a Party unless such waiver is given in writing and signed by a duly authorised representative of the Party making the waiver. No such waiver is a waiver of any past or future default or breach unless expressly set out in such waiver.

18.2 Any amendment to this contract must be in writing signed by the duly authorised representatives of the Parties. Any purported amendment made in any other manner is not valid.

18.3 The *Service Manager* or the *Customer Representative* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of this contract. Where the ambiguity or inconsistency can be resolved by changing the Waste Acceptance Criteria or Waste Acceptance Procedure, then where permitted in accordance with the terms of this contract the *Service Manager* may give an instruction making such change.

Assignment 19

19.1 Subject to the execution of appropriate documents, it is agreed that either Party may assign this Contract, and all of its rights and obligations to an affiliate company or to a party nominated by NDA, provided that it is demonstrated to the satisfaction of the other Party that the proposed assignee is financially and technically competent to carry out its obligations hereunder. For the purposes of this clause 'affiliate' means those companies which control, are controlled by or by which are under the common control with the Party, and control has the meaning given to the term in Section 840 of the Income and Corporation Taxes Act 1988.

2 The Parties' main responsibilities

Annual Allocation 20

20.1 Not later than four weeks prior to each Allocation Review Date the *Customer Representative* notifies the *Service Manager* of the Annual Allocation sought by the Customer for the coming Allocation Year. In giving such notification the Customer complies with relevant provisions of the Service Information.

The *Service Manager* notifies the Customer of the Annual Allocation within the *period for reply*. The Customer acknowledges that determination of the Annual Allocation available to the Customer takes into account LLWR's assessment of:

- the capacity of and other technical and regulatory constraints on the Repository; and
- the requirements of other customers;

and so may differ from that sought by the Customer.

20.2 The Parties may agree an adjustment to the Annual Allocation at any time.

Providing the Services 21

21.1 LLWR provides the Services in relation to Waste Consignments Delivered in accordance with this contract during the *service period*.

21.2 The Parties comply with their respective obligations under the Service Information.

21.3 If any Waste Consignment is Delivered that is Non-Compliant the *Service Manager* may instruct the Customer to remove that Waste Consignment or such part of that Waste Consignment as remains identifiable. Following such an instruction the Customer removes the relevant Waste Consignment or part within four weeks or such longer period as may be specified by the *Service Manager* to allow time for compliance with applicable legal and regulatory requirements.

21.4 LLWR is not obliged to provide Services:

- that it would be unlawful to provide;
- in respect of which the Annual Allocation is

or would be exceeded; or

- where the capacity of and other technical and regulatory constraints on the Repository would be exceeded (whether or not the Annual Allocation is exceeded).

21.5 No review inspection notification approval or acceptance on the part of LLWR or the omission of any such matter under or in connection with the Service Information (in each case whether required by this contract or otherwise):

- relieves the Customer of its obligation to ensure that Waste complies with the Waste Acceptance Criteria at the time of Delivery;
- relieve the Customer of any other obligation to comply with the Service Information;
- impairs or renders unenforceable any warranty or obligation on the part of the Customer; or
- gives rise to any liability on the part of LLWR.

Notwithstanding any such matter, LLWR is entitled to rely on all warranties on the part of the Customer and full and proper compliance by the Customer with the Customer's obligations under this contract.

Additional Services

22

22.1

At any time LLWR may propose or the Customer may submit a request for Additional Services, identifying further services LLWR may provide or that the Customer wishes LLWR to provide under this contract. If the Parties agree that LLWR will provide such services the Parties will also enter into an Agreement for Additional Services, including:

- the scope and timing for delivery of such additional services;
- the Price for such additional services; and
- any other matters relevant to such additional services.

Such additional services will then form part of the Services under this contract.

Working together and with Others 23

- 23.1 LLWR, the Customer, the *Service Manager* and the *Customer Representative* co-operate with each other and Others in obtaining and providing information that they need in connection with the Services.
- 23.2 The Customer and LLWR each comply with and provide facilities and other things as stated in:
- the Service Information; and
 - each Agreement for Additional Services.
- 23.3 LLWR and the Customer obtain approvals from Others where necessary for compliance with their respective obligations under this contract.

Subcontracting 24

- 24.1 LLWR may subcontract work in accordance with the Service Information.
- 24.2 LLWR does not subcontract work other than in accordance with the Service Information where such subcontracting would not comply with the requirements of any relevant Authorisation granted to the Customer and copied to LLWR prior to establishment of the relevant Consignment Price.
- 24.3 If LLWR subcontracts work, it is responsible for Providing the Service as if it had not subcontracted.

Confidentiality 25

- 25.1 Each Party keeps confidential all Confidential Information connected with the other Party or the business of the other Party from the date on which such Confidential Information comes to its knowledge under or as a result of this contract. During that period the Parties do not disclose such information to any third party or use it other than for the operation of this contract and management and performance of the Services except:
- with the written agreement of the other Party or by requirement of law or of a regulatory authority or governmental body having jurisdiction over the Parties, or by any recognised stock exchange or to the extent that such Party is required to disclose such Confidential Information to the NDA or the National Audit Office, provided that to the extent reasonably practicable and lawful, prior to such

disclosure the Party required to make such disclosure gives the other Party advance notice of such disclosure to allow such other Party to pursue any rights it may have to preserve the confidentiality of such Confidential Information;

- to the extent that such Party needs to disclose such Confidential Information to a Subcontractor;
- to the extent LLWR needs to disclose such Confidential Information to a potential Subcontractor for the purpose of seeking tenders for performance of the Services or any part of the Services;
- to the extent the Customer is required to disclose such Confidential Information to any haulier or other transport contractor in compliance with applicable legal or regulatory requirements;
- to a Party's professional advisers, auditors or funders;
- where the information is in or comes into the public domain otherwise than by failure of a Party to comply with its obligations under this contract;
- where the receiving Party can show that it had the information in its possession prior to disclosure free from any obligation of confidentiality to the other Party or any third party;
- where the receiving Party can show that the information was developed independently by the receiving Party without reference to information disclosed by the disclosing Party;
- where the information is or becomes lawfully available to the receiving Party from a source having a right to disclose the same; or
- where expressly permitted under this contract;

and to the extent that in accordance with this contract, the Parties do disclose any such Confidential Information to a third party, then (to the extent lawful to do so) the Party disclosing such information shall inform the other of what

Confidential Information has been disclosed to which third party.

25.2 Where a Party discloses Confidential Information to any employee, consultant, Subcontractor, potential Subcontractor, professional adviser, auditor, funder or agent, that disclosure is made subject to obligations equivalent to those set out in this contract. Each Party uses all reasonable endeavours to ensure that any such employee, consultant, Subcontractor, potential Subcontractor, professional adviser, auditor, funder or agent complies with such obligations. With the exception of any disclosure or use of Confidential Information by the NDA permitted by the M&O Contract each Party is responsible to the other in respect of any disclosure or use of Confidential Information by a person to whom disclosure is made by that Party as if such disclosure or use had been by that Party.

25.3 Upon termination or expiry of this contract or the *service period*, each Party returns to the other all Confidential Information disclosed by the other Party save to the extent:

- the receiving Party requires such Confidential Information for performance of any outstanding Services;
- the receiving Party retains such information for compliance with any legal or regulatory obligations; or
- LLWR retains such information in accordance with any contractual obligation to the NDA.

Compliance with M&O Contract

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26.1

The Customer acknowledges LLWR's obligations to comply with and NDA's rights under the following provisions of the M&O Contract:

- Clause 4.1 (Reporting and Reviewing);
- Clause 4.2 (Records);
- Clause 4.5 (Inspection and Audit); and
- Clause 10 (Confidentiality, Security and Compliance with Law).

Notwithstanding any other provision of this contract, nothing done or omitted by LLWR in compliance with its obligations under any of those Clauses constitutes a breach of this contract or otherwise

gives rise to any liability of LLWR under this contract.

SAMPLE

3 Payment and Consignment Price Adjustment

Charges for Services

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30.1 The *Service Manager* assesses the amount due from the Customer at each assessment date. Assessment dates occur:

- on Delivery of each Waste Consignment;
- in accordance with any Agreement for Additional Services;
- on any termination in accordance with this contract.

30.2 The *Service Manager* assesses the amount due within one week of each assessment date. The amount due is the total of the Prices for Services Provided to Date less any amounts due in previous assessments.

30.3 Any tax that the law requires the Customer to pay to LLWR is added to the amount due.

30.4 Following assessment by the *Service Manager*, LLWR issues an invoice in accordance with the agreed procedure to the Customer for the amount due.

Payment

31

31.1 Each payment is made within the *payment period* stated in the Contract Data.

31.2 At LLWR's discretion, if:

- a payment is late; or
- a payment is subsequently adjusted in accordance with the contract;

interest is paid on the late payment or the correcting amount.

31.3 If a payment is late interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

31.4 If a payment is adjusted interest is assessed from the date when the incorrect amount was certified until the date when the correcting amount is certified and is included in the assessment which

includes the correcting amount.

31.5 Interest is calculated on a daily basis at the *interest rate* and is compounded annually.

Adjustment of Consignment Price

32

32.1 If where permitted in accordance with the terms of this contract the *Service Manager* gives an instruction changing the Service Information the *Service Manager* will within one week give to the Customer:

- LLWR's quotation for any change to the Consignment Price; and/or
- details of any change to the Service Pricing Mechanism;

for each Waste Consignment affected by the change to the Service Information.

If the Customer does not accept LLWR's quotation, then the *Service Manager* or the *Customer Representative* may request the Parties attend a customer meeting where LLWR shall submit detail of the quotation. The *Service Manager* may request LLWR submit a revised quotation. LLWR submits the revised quotation within 3 weeks of being instructed to do so.

Delivery of any Waste Consignment after the *Service Manager* gives an instruction changing the Service Information constitutes acceptance by the Customer of any such quotation or change to the Service Pricing Mechanism. The Consignment Price is adjusted accordingly.

32.2 If either Party breaches its obligation under this contract to:

- comply with the Service Information in relation to any Accepted Consignment; or
- comply with any Agreement for Additional Services;

any reasonable and demonstrable cost incurred by the other Party in connection with such Accepted Consignment or the relevant Additional Services (as the case may be) and resulting from that breach is assessed by the *Service Manager* and paid by the defaulting party to the other Party. Where the Customer is the defaulting party such sums are added to the relevant Consignment Price.

Charging and payment provisions relating to Packaging Services	33
	33.1

Different charging and payment provisions apply to Packaging Services under the applicable Packaging Conditions.

SAMPLE

4 Title, risks, insurance and liability

Title and general allocation of risk 40

- 40.1 Unless the contrary is expressly stated in this contract:
- before Delivery the Customer carries all risks relating to a Waste Consignment; and
 - from Delivery, LLWR carries all risks relating to a Waste Consignment.
- 40.2 Title in each Waste Consignment vests in LLWR:
- on Delivery; or where a contrary provision is set out in the Service Information
 - in accordance with the Service Information.
- 40.3 Each Party carries all risks of damage caused to property of the other Party by:
- any negligent act, omission or default in connection with performance of such Party's obligations under this contract; or
 - breach of any provision of this contract by;
- such Party or its employees, agents or contractors.

Customer risks 41

- 41.1 The following are Customer's risks (both before and after Delivery).
- Claims proceedings compensation and costs due to:
- Non-Compliance of any Waste; or
 - any failure of the Customer to comply with the Waste Acceptance Procedure.

Liability 42

- 42.1 Each Party is liable to the other for all claims, proceedings, compensation and costs due to an event which is at his risk.

42.2 The liability of each Party to the other is reduced if events at the other Party's risk contributed to the claims, proceedings, compensation and costs. The reduction is in proportion to the extent that events which were at the other Party's risk contributed, taking into account each Party's responsibilities under this contract.

42.3 The Customer is not liable to LLWR for any matter unless it is notified to the Customer within 10 years of the date of Delivery of the relevant Waste Consignment.

Statutory duties and liability

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43.1 Nothing in this contract changes any duty or liability either Party may have under the Nuclear Installations Act 1965. Neither Party has any liability to the other for any matter falling within the scope of the other Party's statutory duties and liabilities under that Act.

Insurance cover

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44.1 Each Party provides:

- all insurances that it is required by law to maintain; and
- additional insurances as stated in the Contract Data.

44.2 The insurances provide cover for events which are the insuring Party's risk.

Restriction of Liability

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45.1 LLWR's liability to the Customer arising under or in connection with this contract or the Services, whether in contract, for breach of contract, in tort (including negligence), for breach of statutory duty, misrepresentation or otherwise howsoever arising shall not exceed:

- the relevant Consignment Price in respect of all such liability in connection with any Waste Consignment;
- the price payable by the Customer for services within any Packaging Service in respect of all such liability in connection with those services; or
- the price payable by the Customer for Additional Services under an Additional Services Agreement in respect of all such

liability in connection with those Additional Services;

and shall in all cases exclude any Excluded Loss.

45.2 The Customer's total liability to LLWR arising under or in connection with this contract (excluding liabilities arising from non-compliance with Service Information) whether in contract, for breach of contract, in tort (including negligence), for breach of statutory duty, misrepresentation or otherwise howsoever arising in the *service period*, on a claims arising basis, shall not exceed the total aggregate sum of £10 million. For the avoidance of doubt. Excluded Losses are excluded from any Customer liabilities.

45.3 The Customer's liability to LLWR arising from non-compliance with Service Information, in relation to each Waste Consignment, on a claims arising basis, shall not exceed £10 million.

45.4 Nothing in this contract excludes or limits:

- liability for death or personal injury resulting from negligence or for fraud or which cannot lawfully be excluded or limited; or
- statutory liability under the Nuclear Installations Act 1965.

5 Termination and force majeure

Termination	50	
	50.1	<p>Either Party may terminate LLWR's obligation to provide the Services if the other:</p> <ul style="list-style-type: none">• has a winding-up order made against it;• has a provisional liquidator appointed to it;• passes a resolution for winding-up (other than in order to amalgamate or reconstruct);• has an administration order made against it;• has a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets; or• makes an arrangement with its creditors.
	50.2	<p>Either Party may terminate LLWR's obligation to provide the Services if the other has defaulted in one of the following ways and not put the default right within eight weeks of notification from the non-defaulting Party:</p> <ul style="list-style-type: none">• substantially failed to comply with its obligations under this contract;• substantially hindered the other of them or Others; or• substantially broken a health or safety regulation.
	50.3	<p>LLWR may terminate LLWR's obligation to provide the Services if the <i>Customer</i> has not paid an amount properly certified by the <i>Service Manager</i> within 13 weeks of the date of the invoice.</p>
	50.4	<p>Either Party may terminate LLWR's obligation to provide the Services if the Parties or either of them have been released under the law from further performance of their respective obligations under this contract.</p>

Force majeure

51

51.1 Neither Party is liable to the other or will be in breach of this contract by reason of any failure or delay in performing its obligations under this contract if such failure or delay is caused by Force Majeure.

51.2 If a Party (the Affected Party) is materially affected by Force Majeure in the performance of its obligations under this contract, then:

- the Affected Party on becoming aware of the Force Majeure gives written notice to the other Party, specifying the nature and extent of the Force Majeure;
- the Affected Party uses reasonable endeavours to mitigate the severity of the impact of the Force Majeure; and
- neither Party is entitled to additional payment from the other Party or any adjustment to any Consignment Price by reason of the Force Majeure.

51.3 If the Force Majeure in question prevails for a continuous period in excess of 52 weeks after the date on which the Force Majeure begins, either Party may give a minimum of 13 weeks notice to terminate the LLWR's obligation to Provide the Services in relation to any or all Waste Consignments.

51.4 For the purposes of this contract, Force Majeure means any of the following events or any combination of such events:

- war, civil war or armed conflict arising within and affecting the United Kingdom of Great Britain and Northern Ireland;
- acts of terrorism;
- the effect of percussive waves or pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed, which materially affects either Party's ability to carry out its obligations under this contract;
- fire or flood (other than fire or flood caused by the negligence, breach or default of the Affected Party);

- exceptionally adverse weather conditions;
- official strike or lockout;
- shortage of fuel due to protests, blockades or other action of individuals or organisations, whether acting collectively or otherwise.

Consequences of Termination

52

52.1 The following provisions apply on any termination for any reason.

52.2 The Parties may agree that LLWR will continue to provide Services or any Packaging Services:

- in relation to any Waste Consignment;
- in accordance with any Additional Services Agreement; or
- in accordance with applicable Packaging Conditions.

52.3 The Customer will pay for all Services provided:

- prior to the termination taking effect; and
- pursuant to any agreement for continued provision of Services beyond that time;

in accordance with this contract.

52.4 Neither Party shall have any liability to the other in connection with any termination in accordance with this contract. This provision does not affect any other liability a Party may have under or in connection with this contract.

6 Audits, inspection and record keeping

Maintaining records, inspections and audits

60

60.1

The Parties maintain records demonstrating compliance with their respective obligations under the Service Information and (where applicable) the LLWR Disposal Authorisation in relation to each Waste Consignment. Such records comply with:

- all relevant legal and regulatory requirements;
- the Service Information; and
- any contractual obligations of LLWR to NDA notified to the Customer.

60.2

Whenever reasonably requested by LLWR, the Customer provides access for the *Service Manager* and others appointed by LLWR or the NDA to any site at which such records are kept or at which any Waste is or has been stored, processed or packaged for the purpose of:

- inspecting and taking copies of such records;
- auditing compliance by the Customer with the Service Information; or
- carrying out any inspection or audit required or permitted by Clause 4.5 of the M&O Contract, including interviewing any employees or other personnel of the Customer.

60.3

Whenever reasonably requested by the Customer, LLWR provides access for the Customer and others appointed by the Customer to any site at which such records are kept or on which any part of the Services is performed for the purpose of:

- inspecting and taking copies of such records; or
- auditing compliance by LLWR and any Subcontractor with the Service Information.

7 Dispute resolution

Negotiation and alternative dispute resolution 70

70.1 The Parties attempt in good faith to resolve any dispute arising out of or relating to this contract:

- through negotiations between representatives of the Parties having authority to settle the matter; and/or
- the use of any alternative dispute resolution procedure agreed by the Parties;

provided that where and to the extent that:

- the Customer enters into this contract in the capacity of operator of an installation, site or facility that is designated for the purposes of Section 3 of the Energy Act 2004; and
- the Customer has entered into a management and operations contract with NDA relating to operation of such installation, site or facility;

any such dispute that is not resolved by negotiations in accordance with the above is referred to the NDA.

Arbitration 71

71.1 In the event that any dispute is not resolved through negotiation or use of an agreed alternative dispute resolution procedure the following provisions apply.

71.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, is referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) arbitration rules current at the date of the request for arbitration.

- 71.3 Unless otherwise agreed in writing between the Parties after the dispute has arisen:
- there is a single arbitrator;
 - the seat of the arbitration is London;
 - the language of the arbitration is English; and
 - the arbitration is subject to the provisions of the Arbitration Act 1996.

- 71.4 Except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise:
- the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) is confidential as between the Parties;
 - no report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings.

SAMPLE

Schedule 2 – Contract Data

Part one – Data provided by LLWR

- Commencement date and service period
- The *commencement date* is 1st April 2010
 - The *service period* is five years from the *commencement date*.
- Customer code
- The *customer code* (as referred to in the Service Information) is [...]
- Service Manager
- The *Service Manager* is
 - Name:**
 - Address:**
 - Email:**
 - Telephone:**
- Period for reply
- The *period for reply* is four weeks.
- Payment period
- The *payment period* ends on the last day of the calendar month following the calendar month in which LLWR issued the invoice to the Customer.
- Currency and interest rate
- The *currency of this contract* is the GBP Sterling.
 - The *interest rate* is 2% per annum above the base lending rate of the Natwest Bank Plc.
- Insurance
- If additional insurances are to be provided**
- LLWR provides these additional insurances
 - 1. Insurance against Cover/indemnity is**
The deductibles are
 - 2. Insurance against Cover/indemnity is**
The deductibles are
 - The *Customer* provides these additional insurances
 - 1. Insurance against Cover/indemnity is**
 - 2. Insurance against Cover/indemnity is**
 - 3. Insurance against Cover/indemnity is**

Part two – Data provided by the Customer

- Customer Representative • The *Customer Representative* is
 - Name:**
 - Address:**
 - Email:**
 - Telephone:**

SAMPLE

Schedule 3 – Waste Services

1 TREATMENT OPTIONS

The following Treatment Options are available under this contract:

- Metallic Waste Treatment
- Supercompactable Waste Treatment

2 DISPOSAL

The following disposal service is available under this contract:

- Low Level Waste Disposal

SAMPLE

Schedule 4 – Waste Acceptance Criteria

The Waste Acceptance Criteria applicable to each Waste Service is as follows:

Document Title	Document Reference	Version	Issue Date
<i>Documents:</i>			
Waste Acceptance Criteria - Overview	WSC-WAC-OVR	Version 1.0	April 2010
Waste Acceptance Criteria - Metallic Waste Treatment Service	WSC-WAC-MET	Version 1.0	April 2010
Waste Acceptance Criteria - Supercompactable Waste Treatment Service	WSC-WAC-SUP	Version 1.0	April 2010
Waste Acceptance Criteria - Low Level Waste Disposal Service	WSC-WAC-LOW	Version 1.0	April 2010

Schedule 5 – Waste Acceptance Procedure

The Waste Acceptance Procedure applicable to each Waste Service is as follows:

Document Title	Document Reference	Version	Issue Date
<i>Documents:</i>			
Waste Acceptance Procedure - Overview	WSC-WAP-OVR	Version 1.0	April 2010
<i>Processes:</i>			
Waste Acceptance Procedure - Process Overview	WSC-PRO-OVR	Version 1.0	April 2010
Waste Forecasting Process	WSC-PRO-WFO	Version 1.0	April 2010
Waste Characterisation Process	WSC-PRO-WCH	Version 1.0	April 2010
Waste Assurance Process	WSC-PRO-WAS	Version 1.0	April 2010
Waste Enquiry Process	WSC-PRO-WEN	Version 1.0	April 2010
Waste Consignment Process	WSC-PRO-WCO	Version 1.0	April 2010
Waste Receipt Process	WSC-PRO-WRE	Version 1.0	April 2010
<i>Guides:</i>			
Waste Forecasting Guide	WSC-GUI-WFO	Version 1.0	April 2010
Waste Characterisation Guide	WSC-GUI-WCH	Version 1.0	April 2010
Waste Assurance Guide	WSC-GUI-WAS	Version 1.0	April 2010
Waste Enquiry Guide	WSC-GUI-WEN	Version 1.0	April 2010
Waste Consignment Guide	WSC-GUI-WCO	Version 1.0	April 2010
Waste Receipt Guide	WSC-GUI-WRE	Version 1.0	April 2010
<i>Forms:</i>			
Waste Forecasting Form	WSC-FOR-WFO	Version 1.0	April 2010
Waste Characterisation Form	WSC-FOR-WCH	Version 1.0	April 2010
Waste Assurance Form	WSC-FOR-WAS	Version 1.0	April 2010
Waste Enquiry Form	WSC-FOR-WEN	Version 1.0	April 2010
Waste Consignment Information Form	WSC-FOR-WCI	Version 1.0	April 2010
Waste Consignment Variation Form	WSC-FOR-WCV	Version 1.0	April 2010
Waste Consignment Transport Form	WSC-FOR-WCT	Version 1.0	April 2010
<i>Templates:</i>			
Waste Packing Plan Template	WSC-TEM-WPP	Version 1.0	April 2010
Waste Services Quotation Template	WSC-TEM-WSQ	Version 1.0	April 2010
Waste Consignment Approval Template	WSC-TEM-WCA	Version 1.0	April 2010
Waste Consignment Rejection Template	WSC-TEM-WCR	Version 1.0	April 2010
Waste Receipt Template	WSC-TEM-WRE	Version 1.0	April 2010
Waste Services Invoice Template	WSC-TEM-WSI	Version 1.0	April 2010
Waste Event Report Template	WSC-TEM-WER	Version 1.0	April 2010
Waste Disposition Report Template	WSC-TEM-WDR	Version 1.0	April 2010

Schedule 6 – Packaging Services

1 PACKAGING SERVICES

The following Packaging Services are available under this contract:

- Container Supply
- Packaging Support

2 PACKAGING CONDITIONS

The Packaging Conditions applicable to each Packaging Service are as follows:

Packaging Service	Packaging Conditions	Document Reference	Version	Issue Date
Container Supply	Container Supply Conditions	WSC-CON-CSU	Version 1.0	April 2010
Packaging Support	Any Packaging Support Services will be dealt with either as additional Packaging Services under Clause 4.3 of the form of agreement or Additional Services as set out in Clause 22 of the conditions of contract.	N/A	N/A	N/A

3 PACKAGING SERVICES DOCUMENTS

The Packaging Services Documents applicable to each Packaging Service are as follows:

Document Title	Document Reference	Version	Issue Date
<i>Documents:</i>			
Packaging Services Process	WSC-PRO-PSE	Version 1.0	April 2010
Packaging Services Guide	WSC-GUI-PSE	Version 1.0	April 2010
Packaging Services Form	WSC-FOR-PSE	Version 1.0	April 2010
Packaging Services Quotation Template	WSC-TEM-PSE	Version 1.0	April 2010

Schedule 7 – Service Pricing Mechanisms

The following are the Service Pricing Mechanisms applicable to Waste Services and Packaging Services:

Document Title	Document Reference	Version	Issue Date
<i>Documents:</i>			
Service Pricing Overview	WSC-SPR-OVR	Version 1.0	April 2010
Service Price List	WSC-SPR-LIS	Version 1.0	April 2010

SAMPLE