

DRAFT

DATED

2009

LLWR

(1)

And

[CUSTOMER]

(2)

WASTE SERVICES CONTRACT

relating to packaging treatment and disposal of low level
radioactive waste

DATE

2009

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 Low Level Waste Management Strategy. In particular, this Agreement 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 **Error! Reference source not found.**;
 - (b) the Contract Data set out in Schedule 2;
 - (c) the Service Options 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; and
 - (f) the Waste Service Pricing Mechanism set out or referred to in Schedule 6.
- 1.2 Definitions and principles of interpretation set out in the conditions of contract apply to this Contract.

2 PURPOSE

- 2.1 This Contract:
 - (a) identifies Service Options available to the Customer during the *service period*;
 - (b) provides mechanisms for
 - (i) establishing the Annual Allocation, and

(ii) accessing and pricing Service Options;

and

(c) sets out associated obligations and liabilities of the Parties.

3 SERVICE OPTIONS

3.1 Subject to the conditions of contract, the Service Options available to the Customer as at the date of this Contract are as identified in Schedule 3 and comprise:

(a) Disposal;

(b) Treatment Options; and

(c) Packaging Options.

3.2 The Annual Allocation will be established in accordance with the conditions of contract.

4 CHANGES TO SERVICE OPTIONS

4.1 LLWR may at any time by notice to the Customer:

(a) change, add or remove any Treatment Option or Packaging Option; or

(b) change the Waste Acceptance Criteria or Waste Acceptance Procedure applicable to any Service Option.

4.2 If LLWR adds any Treatment Option LLWR will notify the Customer of the Waste Acceptance Criteria and the Waste Acceptance Procedure applicable to that Treatment Option. Such Waste Acceptance Criteria and Waste Acceptance Procedure will have effect as if set out in Schedule 4 and Schedule 5 respectively.

4.3 If LLWR adds any Packaging Option LLWR will notify the Customer of the terms and other provisions applicable to that Packaging Option.

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.

6 PAYMENT

6.1 Each of the Parties pays amounts due to the other in accordance with the conditions of contract.

7 LIABILITY

7.1 The Parties' attention is drawn in particular to the provisions of the conditions of contract 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.

[ATTESTATION]

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Schedule 1 - Conditions of Contract

1 General

Actions 10

10.1 LLWR, the Customer and the Service Manager act in a spirit of mutual trust and co-operation and so as to:

- 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 Low Level Waste Management Strategy]; and
- encourage innovation, cost saving and efficiency;

without compromising the total commitment of each party to safety, health, the environment and regulatory compliance.

Identified and defined terms 11

11.1 In these conditions of contract, terms used in the Contract Data are in italics and defined terms have capital initials.

11.2 (1) An Accepted Consignment is:

- a Consignment that has been approved by LLWR in accordance with the Waste Acceptance Procedure, or
- any Consignment that has been Delivered.

(2) Additional Services are additional services that LLWR agrees to provide under this contract in accordance with an Agreement for Additional Services.

(3) An Agreement for Additional Services is an agreement between the Parties for provision of Additional Services by LLWR to the Customer.

(4) An Allocation Review Date occurs on the *commencement date* and then on each 1 April and 1 October in the *service period*.

(5) An Allocation Year is a period of 12 months commencing on an Allocation Review Date.

(6) An Annual Allocation is

- the projected volume of Repository disposal space required; and
- the allocation of radiological activity;

in each case 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) A Consignment is one Transport Container or one Disposal Container consigned by the Customer under this contract.

(8) A Consignment Price is the price for a Consignment Waste Service established in accordance with the applicable Pricing Mechanism, subject to any change in accordance with this contract.

(9) A Consignment Waste Service means the Service Option selected in accordance with this contract for a 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* 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 Consignment, that:

- lifting gear controlled by LLWR or a Subcontractor has been attached to that Consignment; or
- the 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 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 used or to be used in accordance with the Service Information for the purpose of Disposal.

(16) LLWR Disposal Authorisation means the current Authorisation [(BZ2508)] for the LLWR issued by the Environment Agency pursuant to the RSA.

(17) NDA is the Nuclear Decommissioning Authority established pursuant to the provisions of the Energy Act 2004.

(18) Others are people or organisations who are not LLWR, the Customer, , the Service Manager or a Subcontractor.

(19) The Packaging Options are the Packaging Options identified in Schedule 3, as may be changed, added or removed in accordance with this contract.

(20) The Parties are the Customer and LLWR.

(21) The Price for Services Provided is the is the total of:

- the Consignment Price for Delivered Consignments; and
- the price for any Additional Services provided by LLWR as established in accordance with the relevant Additional Services Agreement.

(22) A Pricing Mechanism is the mechanism set out in Schedule 6 for establishing the Consignment Price for provision by LLWR of a Consignment Waste Service in relation to a Consignment, subject to any change in accordance with this contract.

(23) 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.

(24) The Repository is the Low Level Waste Repository situated at Old Shore Road, Drigg, Holmrook, Cumbria, CA19 1XH.

(25) 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 in the Repository.

(26) Service Information is information which either:

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

and is either

- in or referred to the Waste Acceptance Criteria;
- in or referred to in the Waste Acceptance Procedure;
- in or referred to in an Additional Services Agreement; or
- in an instruction given by the Service Manager in accordance with this contract.

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

(28) A Subcontractor is a person or organisation who has a contract with LLWR to provide a part of the Services.

(29) A Treatment Container is a container used or to be used in accordance with the Service Information for the purpose of consignment of Waste for any Waste Treatment Option.

(30) The UK Nuclear Industry Low Level Waste Management Strategy is [...].

(31) Waste is any material consigned by the Customer under this contract.

(32) The Waste Acceptance Criteria are the specification for Waste and other requirements set out or referred to in Schedule 4 applicable to a Consignment Waste Service, as may be changed in accordance with this contract.

(33) The Waste Acceptance Procedure is the procedure set out Schedule 5 applicable to a Consignment Waste Service, as may be changed in accordance with this contract.

(34) Service Options are Disposal and the Treatment Options.

(35) The Treatment Options are the Treatment Options identified in Schedule 3, as may be changed, added or removed in accordance with this contract.

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 has any right to enforce any provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

Communications 13

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; or

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 14

14.1 The *Service Manager* is 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 Management 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 <i>Service Manager</i> to instruct a change to the Service Information. The <i>Service Manager</i> may refuse such a request for any reason. Following a request from the Customer or on his own initiative the <i>Service Manager</i> 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 Consignment in respect of which LLWR has provide a quotation to the Customer in accordance with the relevant Pricing Mechanism and such quotation remains open for acceptance by the Customer. [Note: drafting to be reviewed when Pricing Mechanisms are finalised.]
	14.6	LLWR may replace the <i>Service Manager</i> after he has notified the Customer of the name of the replacement.
The Customer Representative	15	
	15.1	The <i>Customer Representative</i> is appointed by the Customer.
	15.2	Additional roles and responsibilities of the Customer Representative are set out in the applicable Waste Management Procedure. [Note: role of Customer Representative to be discussed]
	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.
Early warning	16	
	16.1	LLWR, the Customer, the <i>Service Manager</i> and the <i>Customer Representative</i> each give an early warning by notifying the others as soon as he becomes aware of any matter which will or may: <ul style="list-style-type: none"> • 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 Low Level Waste Management Strategy.
	16.2	Either the <i>Service Manager</i> or the <i>Customer Representative</i> may instruct the other of them to attend a risk reduction meeting. Each may instruct other people to attend if the others agree.
	16.3	At a risk reduction meeting those who attend co-operate in: <ul style="list-style-type: none"> • 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, the <i>Service Manager</i> instructs LLWR and the Customer to make the change.
Illegal and impossible Requirements	17	
	17.1	LLWR, the Customer, the <i>Service Manager</i> and the <i>Customer Representative</i> each notifies the other if he considers that the Service Information requires the Parties to do anything that is illegal or impossible. If the <i>Service Manager</i> 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, breach or modification of any other provision of this contract 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 <i>Service Manager</i> or the <i>Customer Representative</i> 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. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency.

Assignment 19

- 19.1 The Customer may not assign all or any part of the benefit of this contract without the written consent of LLWR.

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2 The Parties' main responsibilities

Annual Allocation 20

20.1 Not later than [...] 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 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 Consignment is Delivered that does not comply with the Waste Acceptance Criteria then the Service Manager may instruct the Customer to remove that Consignment. Following such an instruction the Customer Removes the relevant Consignment within the period specified by the Service Manager or, if no period is specified, within one week.

21.4 If LLWR provides Services within any Packaging Option, any terms notified by LLWR to the Customer prior to provision of such Services will apply. Such terms will override any inconsistent provision of this contract.

21.5 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 constrains on the Repository would be exceeded (whether or not the Annual Allocation is exceeded).

21.6 No review inspection notification approval acceptance or other matter or the omission of any such matter on the part of LLWR 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;
- 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 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:
- to the extent that LLWR is required to disclose such Confidential Information to the NDA or the National Audit Office;
 - to the extent LLWR needs to disclose such Confidential Information to a Subcontract or potential Subcontractor for the purpose of seeking tenders for performance of the Services or any part of the Services;
 - 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;
 - 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.
- 25.2 Where a Party discloses Confidential Information to any employee, consultant, Subcontractor, potential Subcontractor or agent, that disclosure is made subject to obligations equivalent to those set out in this contract. Each Party uses all reasonable endeavours to procure that any such employee, consultant, Subcontractor, potential Subcontractor or agent complies with such obligations. 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;
- LLWR 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.

Intellectual Property 26

[Note: additional intellectual property provisions may be necessary for compliance with NDA flow down requirements.]

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3 Payment and Consignment Price Adjustment

Charges for Services 30

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

- on Delivery of each Consignment; and
- in accordance with any Agreement for Additional Services.

[Note: different payment provisions may apply in relation to a Packaging Option. Any such provisions will be set out in the terms notified by LLWR in accordance with Clause 21.3.]

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 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 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 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 Pricing Mechanism;

for each Consignment affected by the change to the Service Information. Delivery of any 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 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.

4 Risks, insurance and liability

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 Consignment; and
 - from Delivery, LLWR carries all risks relating to a Consignment.

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 with the Waste Acceptance Criteria; or
 - any failure of the Customer to comply with the Waste Acceptance Procedure.

Indemnity 42

- 42.1 Each Party indemnifies the other against claims, proceedings, compensation and costs due to an event which is at his risk.
- 42.2 The liability of each Party to indemnify 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.

Statutory duties and liability 43

- 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 44

- 44.1 Each Party provides:
- all insurances that it is required by law to maintain;
 - additional insurances as stated in the Contract Data.
- 44.2 The insurances provide cover for events which are the insuring Party's risk.

Liability 45

- 45.1 LLWR's liability to the Customer arising under or in connection with this contract or the Services, whether in contract, by way of indemnity, 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 Consignment,
 - [the price payable by the Customer for Services within any Packaging Option in respect of all such liability in connection with the those Services]; or

[Note: limitation of liability provisions in relation to Packaging Services to be dealt with in the terms notified as referred to in Clause 21.3 above.]

- 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.

For the purposes of this contract, Excluded Loss is 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.

- 45.2 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 1961.

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5 Termination and force majeure

Termination 50

- 50.1 Either Party may terminate LLWR's obligation to provide the Services if the other:
- 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 Either Party may terminate if the Other has defaulted in one of the following ways and not put the default right within four weeks of the Customer notifying LLWR:
- 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 *LLWR* may terminate if the *Customer* has not paid an amount certified by the *Service Manager* within thirteen weeks of the date of the certificate.
- 50.4 Either Party may terminate if:
- the Parties or either of them have been released under the law from further performance of their respective obligations under this contract
 - an event which the Parties could not reasonably prevent has substantially affected LLWR's work or operation of the Repository for a continuous period of more than thirteen weeks.

Force majeure 51

- 51.1 Neither Party is liable to the other or 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 3 months after the date on which the Force Majeure begins, either Party may give notice to terminate the LLWR's obligation to Provide the Services in relation to any or all 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:
- in relation to any Consignment; or
 - in accordance with any Additional Services Agreement.
- 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 the termination. This does not affect any other liability a Party may have under or in connection with this contract.

[Note: additional termination provisions may be necessary for compliance with NDA flow down requirements when finalised.]

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6 Audits, inspection and record keeping

Maintaining records 60

60.1 The Customer maintains records demonstrating compliance with the Service Information and (where applicable) the LLWR Disposal Authorisation in relation to each Consignment. Such records comply with:

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

Access for inspection and copying 61

61.1 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 for the purpose of inspecting and taking copies of such records.

7 Dispute resolutions

[Note: dispute resolution provisions to be inserted following finalisation of NDA flow down requirements]

Schedule 2 – Contract Data

CONTRACT DATA

Part one – Data provided by LLWR

- Commencement date and service period
 - The *commencement date* is [...]
 - The *service period* is [5] years from the *commencement date*.

- Service Manager
 - The Service Manager is
 - Name**
 - Address**
 -
 - The *period for reply* is weeks.

- Payment period
 - Payment is made within 28 days [from date of invoice] assessment date.
 - The *currency of this contract* is the GBP Sterling
 - The *interest rate* is % per annum (not less than 2) above the rate of the Natwest bank.

- 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

- The *Customer Representative* is
 - Name**

Address

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Schedule 3 – Service Options

- 1.1 [Disposal]
- 1.2 [Treatment Options]
- 1.3 [Packaging Options]

Schedule 4 – Waste Acceptance Criteria

[...]

Schedule 5 – Waste Acceptance Procedure

[Notes for LLWR

- Consider approval process .
- Consider specific requirements as to means and form of communications (including electronic communications).]

Schedule 6 – Pricing Mechanism

[Notes for LLWR

- Pricing table for Waste Disposal to be inserted.
- Pricing mechanisms for other Waste Service Options to be defined (whether by agreement, cost pass through or otherwise)]