

LICENCE TERMS AND CONDITIONS

The following terms shall apply to the Licensee where a Licence is granted following the Licensee's application and shall apply for the duration of the Licence (and thereafter where the context so requires).

1) Defined Terms

The following terms shall have the following meanings for the purposes of this document:

"Alpheus" means Alpheus Environmental Limited (company number 2499491)

"AWS" means Anglian Water Services Ltd (company number 2366656)

"AWS Authorised Representative" means the Recycling and Environmental Compliance Operational Administrator

"Domestic Waste" means the liquid waste of domestic origin **being normal contents of a lavatory and the liquid waste from washing people, clothes or household items collected and held in a septic tank and or cess pool.**

"Non-domestic waste" means:

Below is a list of typical waste which is **not domestic, this list is not exhaustive and if there is any doubt the Licensee should contact AWS.**

Domestic Waste does not include for example:

- (1) Wastewater from any trade or business (including where generated at a premises whose primary use is domestic occupation)
- (2) Waste of Animal origin e.g., without limitation, from the cleaning of kennels and animal pens
- (3) Water from the washing and cleaning road gullies or similar
- (4) Water used to clean or wash buildings, pavements or roads
- (5) Water used for fire fighting purposes
- (6) Water from flooded premises
- (7) Water from heating systems
- (8) Waste borehole water

"Licensee" means a third-party applicant who has applied for and has been granted a Licence by AWS.

"Licence" means a licence granted by AWS to the Licensee for the discharge of **Domestic Waste** at one or more of AWS's WRCs

"WRCs" means AWS' water recycling centers (as identified in the relevant Licence)

"Booking Portal Terms" means the new online booking system at <http://sip2.jrp-sip.com/>

2) Consideration of Application

2.1 Upon receipt of the application by AWS, AWS shall review the application.

2.2 The applicant will be notified in writing whether the application is approved or rejected.

- 2.3 Where an application is rejected, the applicant will be notified in writing of the reasons for such rejection, and the applicant may re-submit their application at any time where they can overcome the reasons for such rejection.
- 2.4 Where the application is approved, subject to AWS receiving (i) a signed Waste Transfer Note from the applicant and (ii) any required security documentation (where applicable), AWS shall issue a formal licence (in the form set out below) confirming the maximum volume of Domestic Waste that may be discharged at specific WRCs, together with any other conditions as may be applicable. These terms and conditions shall apply to any Licence granted to the applicant.

3 Financial Due Diligence

- 3.1 AWS will carry out a credit check on either (a) all new applicants who have not previously / recently held a Licence with AWS; and / or (b) where the total value of the services to be provided by AWS during the Licence Period is expected to exceed £20,000; and / or (c) where the applicant has previously defaulted in paying sums due to AWS.
In the event that the credit check / report states that the applicant has an unsatisfactory credit rating / score (such as an Experian Commercial Delphi rating of “above average risk” or worse, then the Licensee acknowledges that the approval of any Licence by AWS shall be subject to and conditional upon the applicant providing financial security (known as “Security”) which (at the applicant’s option) shall either be:
 - 3.1.1 An advance payment / security deposit equivalent to 4 months charges based upon the maximum discharge volume per month set out in Section B, (“Deposit Sum”); or
 - 3.1.2 A parent company guarantee in the form specified by AWS, and from a parent company whose credit rating is acceptable to AWS taking into account the credit risk of the applicant.
- 3.2 Where the application has been approved subject to the receipt of any Security being provided (i.e. cleared funds (where relevant) and or signed separate parent company guarantee), then (i) the Licence will not become valid and / or operational and or (ii) and the Licensee shall not be entitled to discharge any Domestic Waste at any WRC until such Security (in the required form) has been provided by the applicant. Such Security must be provided within 28 days of being notified of the outcome of the application by AWS. If such Security is not provided within this time, the applicant will be required to submit a new application if they still wish to use AWS WRCs for the discharge of Domestic Waste.
- 3.3 Where a Licensee currently provides Security to AWS, the requirement for Security will be reviewed upon any application to renew a Licence. Provided that (i) the applicant’s credit rating has improved and is “below average risk” or better and / or (ii) the applicant can demonstrate that it has paid all sums due to AWS for the charges arising under their Licence in accordance with AWS’s standard payment terms for a minimum of 12 months; then AWS shall remove the requirement for the Security, and refund any sums held by it as security (where applicable). To the extent that the Licensee subsequently defaults on payment, or their credit rating falls below an acceptable level, then AWS shall be entitled to require the Security set out above and / or shall be entitled to terminate the Licence forthwith on notice.

4 Licensee’s obligations

- 4.1 The Licensee shall ensure that any Domestic Waste delivered to any WRC complies with the description set out in the relevant Waste Transfer Note.
- 4.2 Title to any Domestic Waste delivered to a WRC shall transfer to AWS when it is (with AWS’s authority) deposited at the relevant WRC in accordance with the terms set out in this Licence.
- 4.3 AWS shall not be obliged to accept, and title shall not pass, in respect of any Domestic Waste or other material not complying with the provisions of this Licence or which AWS is unwilling or unable to legally accept.
- 4.4 The Licensee shall bear all risk and responsibility for loss or damage to its own property howsoever arising from the delivery and discharge of any Domestic Waste by it

- 4.5 The Licensee shall hold and maintain for the duration of the Licence, public liability insurance to a minimum value of £2 million per event and will provide evidence of such cover upon request by AWS from time to time.
- 4.6 AWS reserves the right to carry out audits of all relevant Licensee's paperwork related to Domestic Waste collection and discharge at any time

5 Charges and Invoicing

- 5.1 Charges for discharging Domestic Waste are published by AWS in its annual Charges Scheme / Schedule which are exclusive of VAT and any other duties, taxes or levies which will also be charged where applicable.
- 5.2 Where functioning weighbridges are present at the relevant WRC, these must be used, and discharges of Domestic Waste will be charged on the basis of the volumes measured by such weighbridges (1m³ of Domestic Waste will be assumed to equal 1 tonne).
- 5.3 Where weighbridges are not present / operational at the relevant WRC, discharged Domestic Waste will be charged using the volume measured by a flow meter. For the avoidance of doubt, where there is either (i) no volumetric or weight based measurement system at the WRC or (b) the volumetric or weight based measurement system is not operational (for any reason), or (c) the volumetric or weight based measurement system is not used by the Licensee), then the vehicle will be deemed to be carrying and discharging a full load of Domestic Waste. The "full load" shall be calculated based on the recorded capacity of that vehicle which was provided as part of Discharge Licence application
- 5.4 AWS will routinely invoice the Licensee for all Domestic Waste disposed of at AWS WRCs on a weekly, fortnightly or monthly basis. All invoices are due for payment (without any deduction or set off) within 15 days of the date of the invoice. Interest at the rate of 8% per annum shall be payable in the event of late payment and shall accrue on a daily basis until payment is made. AWS shall also be entitled to suspend and or terminate the Licence in the event of non-payment.
- 5.5 Prior to issuing an invoice to the Licensee, Alpheus will issue a draft invoice (with supporting information) setting out the charges that are due to be invoiced ("draft invoice"). Upon receipt of the draft invoice, the Licensee is required to check the details and notify Alpheus of any queries or errors within 5 Working Days. Notification email is: domesticbookings@alpheus.co.uk In the event that no queries or issues are notified to Alpheus within such time period, AWS shall issue the invoice to the Licensee; such invoice shall be payable in full without set off, deduction or counter claim by the due date set out in clause 5.4.
- 5.6 Where queries or issues are notified to Alpheus, (i) AWS shall be entitled to invoice the undisputed charges and (ii) the parties shall work together to resolve any queries or errors within 30 days of Alpheus being notified of such queries. Where the queries are not resolved within 30 days, AWS reserves the right to issue an invoice for the charges it considers to be due, and these shall be payable by the Licensee within the timescales set out 5(b) above.
- 5.7 Notwithstanding any other provisions of these terms, the parties shall negotiate in good faith to attempt to resolve any dispute arising under these terms promptly. If the parties have not resolved the dispute within 30 days of the written notification of such dispute to the other party, the dispute shall be resolved in accordance with clause 10(e). Where only part of an invoice is disputed, the undisputed amount shall be paid by the due date.

6 Licence Variation

- 6.1 AWS reserves the right to modify, vary or add to the above conditions to meet the requirements of any new legislation, the requirements of the Environment Agency, or operational needs at the specific AWS WRC. AWS accepts no responsibility for costs incurred by the Licensee as a result of these or any other changes, including without prejudice thereto, any changes in Licence volumes. AWS also reserves the right to remove the availability of an WRC from this Licence (on either a permanent or temporary basis) on 7 days' written notice at any time where required

due to operational or regulatory reasons. Shorter notice will be given where this is an operational emergency. Where this occurs, the Licensee shall no longer be entitled to discharge at that WRC and the volume of Domestic Waste associated with that WRC will be deemed to be removed from the Licence either on a temporary or permanent basis (as notified by AWS).

6.2 Notwithstanding the foregoing, AWS reserves the right to modify, vary or add to the above conditions at any time and for any reason on giving the Licensee at least 30 days written notice ("Notice Period"). In the event that the Licensee does not wish to accept the amendments, the Licensee can terminate the Licence at any time prior to the Notice Period expiring, after which time, the Licensee shall be deemed to have accepted the amendments

7 Termination of Licence

7.1 AWS may terminate the Licence at any time without liability to the Licensee on giving the Licensee at least 30 days prior notice in writing.

7.2 AWS shall be entitled to revoke or terminate the Licence forthwith on written notice, in the event that the Licensee fail to comply with the terms of its Licence such as but without limitation, discharging excess volumes; using incorrect discharge points; discharging waste out of hours; using unauthorized vehicles; discharging unlicensed waste material. AWS may also take legal action (both civil and criminal proceedings) against the applicant / Licensee in respect of any illegal discharge offences.

7.3 AWS shall be entitled to terminate the Licence forthwith on written notice to the Licensee, if the Licensee becomes bankrupt or insolvent (except for the purpose of a bona fide amalgamation or reconstruction) or any receiver or administrator or similar person is appointed in respect of that party or enters into any arrangement with its creditors or takes or suffers any similar actions in consequence of a debt, or where AWS reasonably believes that any of the foregoing events is about to occur

7.4 Where any non licenced / illegal discharge of waste is made, then a charge of £50 per m³ will be payable, and notwithstanding such a charge, AWS shall be entitled to revoke or terminate the Licence forthwith on written notice.

7.5 Upon termination or expiry (and non renewal) of any Licence, the Licensee shall be responsible for ensuring that all site keys, weighbridge fobs, ID cards, and any other property of AWS is returned to AWS within 14 days. The Licensee shall be liable for all losses and or costs incurred by AWS arising out of or in connection with a failure by the Licensee to return such property.

7.6 In the event of the expiry or termination of the License all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued, including (without limit) AWS's right to be paid in respect of all services provided up to the date of termination

8 Procedure and conditions for Discharging Domestic Waste

8.1 AWS has implemented an online booking portal for making appointments for the Licensees to discharge domestic waste at AWS sites via the website <http://sip2.jrp-sip.com/>. The Licensee shall be required to book a discharge appointment using the online booking system provided by AWS (or any other means made available by AWS from time to time). This booking system will link to the AWS weighbridges, flowmeters and ANPR CCTV system which will monitor and record all traffic entering site and will be used to match the Licensee's vehicles with booked discharge slots, preventing unauthorised entry.

8.2 The Licensee acknowledges that it is aware that AW uses CCTV to monitor domestic waste deliveries to the Site. This recording is for the purpose of ensuring compliance with domestic waste discharge regulations and procedures, reconciliation of site usage and waste discharge

for billing, potential enforcement action, site safety and security. AWS' Privacy Notice can be found at <https://www.anglianwater.co.uk/corporate/about-us/legal/privacy-notice/>

- 8.3 The Licensee acknowledges and accepts that AWS shall be under no obligation to accept any vehicle or Domestic Waste at a site which has not been pre-booked. Where the Licensee fails to utilise a discharge appointment and has failed to cancel the discharge appointment with less than 48 hours' notice, then the Licensee shall be charged a cancellation fee of 15% of a full load of Domestic Waste (based on the capacity of the vehicle that was scheduled to discharge at the site). AWS reserves the right to terminate this Licence in the event that there are repeated or persistent cancellations by the Licensee.
- 8.4 All vehicle operators / staff of the Licensee who enter any WRC must complete the AWS Domestic Waste Health and Safety Induction as a condition of this Licence. Any individual who has not completed the required training may be refused entry into any WRC. Such training must be undertaken at least once every 12 months.
- 8.5 The Licensee (and its staff) shall be required to obey any reasonable directions or instructions given by AWS staff when on site and comply with the following rules:
 - 8.5.1 Comply at all times with the safety rules set out in the AWS Domestic Waste Health & Safety Induction presentation, including without limitation, the requirement to wear the correct PPE and signing in/out of site procedures.
 - 8.5.2 Always obey the traffic routing system and speed limits and all other health and safety signage / instructions visible at the relevant WRC.
 - 8.5.3 where requested by any AWS employee, provide details and or copy of their relevant discharge Licence.
- 8.6 If the Licensee is discharging at an unmanned WRC, the Licensee shall always ensure that the site gate is closed and locked whilst the Licensee is on site and upon leaving, to prevent any unauthorised persons from gaining access to the WRC at any time. Any loss or damage to AWS site access keys / cards must be reported to the AWS Authorised Representative as soon as practical and in any event within 24 hours.
- 8.7 In discharging Domestic Waste, the Licensee shall:
 - 8.7.1 comply with (and shall procure that all persons handling Domestic Waste shall comply with) the Duty of Care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) and all other applicable law/regulation. Without prejudice to any other provisions of this Licence, the Licensee shall indemnify AWS from and against all costs, claims, demands and liabilities arising from any failure to do so.
 - 8.7.2 Identify and use the correct discharge point prior to beginning to discharge any Domestic Waste. The discharge point should be clearly signed. If in doubt, the Licensee should not discharge any waste and shall be required to contact a member of AWS staff at the WRC, or if the WRC is unmanned, ring the AWS Authorised Representative for advice. Any discharge other than at the correct discharge point is illegal and could result in the discharge Licence being revoked / terminated.
 - 8.7.3 ensure that a valid WTN (Waste Transfer Note) is in place for the Domestic Waste the Licensee is going to discharge and that the Domestic Waste to be discharged conforms to the description set out in the Waste Transfer Note.
 - 8.7.4 use the WRC weighbridge (or where there is no operational weighbridge on site, flow meter where installed and operational) for both inward and outward movement of vehicles on and off site. Vehicles should be weighed upon arrival at the WRC and then again after the discharge of Domestic Waste has occurred. If a weighbridge or flow meter is inoperable, the Licensee must report it by contacting the number displayed on the kiosk and providing as much information as possible.
 - 8.7.5 complete the Waste Site Discharge Record prior to disposal of any Domestic Waste. The Licensee shall describe the source of the waste as accurately as possible (for example septic tank waste, Ely primary school). If the Licensee has collected waste from mixed sources, the Licensee must declare each of those sources on the Waste Site Discharge Record.

- 8.7.6 clean all spillage and keep the area around the discharge point clean and tidy. Large spillages should be reported immediately, either to site staff or to AWS's Authorised Representative.
- 8.8 AWS reserves the right to take samples of any load at any time either (a) where it suspects the load is not being discharged in accordance with the Licence; and / or (b) to check that the levels of key substances are in line with what is reasonably be expected for Domestic Waste; and or (c) for routine sampling purposes; and shall be entitled to refuse permission to discharge if in the opinion of AWS's representative that the waste is not Domestic Waste.
- 8.9 AWS shall be entitled to refuse any discharge they consider (a) to be detrimental to the WRC, and / or (b) not to be in accordance with the Licensee's Licence terms; for example, is not Domestic Waste.
- 8.10 Discharge into either (a) any point at a WRC not specifically designated as a discharge point in the Licence, or (b) directly into the sewerage system (e.g. via manholes), is not permitted under any circumstances.
- 8.11 A discharge may be accepted in exceptional circumstances, e.g. an emergency, by an unlicensed vehicle or applicant whose licence application is pending, provided that authorisation has been given by AWS Circular Economy Operations Manager prior to discharge. A record of the discharge shall be made on the "Waste Site Discharge Record – Ad-hoc" form and a sample of the waste shall be taken for analysis.
- 8.12 Vehicles previously used for carrying material other than Domestic Waste shall be thoroughly cleansed before using the vehicle for Domestic Waste. AWS will not provide facilities for the internal or external cleansing of vehicles.

9 Liability

- 9.1 Without prejudice to paragraph 4 above, the Licensee shall indemnify and keep AWS indemnified in respect of any loss or damage suffered by AWS, whether directly or indirectly, as a result of or in connection with any delivery and / or discharge by the Licensee including without limitation any costs or losses sustained or incurred by AWS from the Licensee's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Licence.
- 9.2 AWS shall in no circumstances be liable for any loss of profit; anticipated savings; loss of or damage to reputation or goodwill; loss of opportunity; wasted management or other staff time; losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.
- 9.3 AWS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Licence shall be limited to the aggregate amount paid by the Licensee for the disposal of Domestic Waste under this Licence.
- 9.4 Nothing in these Licence terms shall have, or be deemed to have, the effect of limiting liability for:
- 9.4.1 death or personal injury caused by a party's negligence or
 - 9.4.2 fraud or fraudulent misrepresentation; or
 - 9.4.3 any matter which may not be excluded by law.

10 Miscellaneous

- 10.1 AWS shall have no liability to the Licensee if it is prevented from, or delayed in performing, its obligations under the Licence or from carrying on its business due to acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of AWS or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage,

compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of AWS's subcontractors or where AWS's licences or consents relating to the operation of a Site are revoked or amended .

- 10.2 The failure by AWS to enforce any of the Licence terms shall not be a waiver of them.
- 10.3 The Licensee shall not assign or transfer any of its rights or obligations under these Licence terms without AWS's prior written consent. AWS may assign novate or sub-contract its obligations under the Licence without the Licensee's consent.
- 10.4 Notices shall be in writing and sent to the recipient by hand, first class recorded delivery pre-paid post. Notices shall be deemed to have been served, if by hand when delivered, if by first class recorded delivery post 48 hours after posting.
- 10.5 This Agreement shall be governed by and interpreted according to English law and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1 Booking Portal Terms

Booking Portal Terms & Conditions for the Acceptance of Tankered Waste

Background

1.1 Anglian Water ("the Company") is the appointed statutory water and sewerage undertaker for the East Anglian area and provides certain services for the acceptance and treatment of waste delivered to it by hauliers ("Waste") at certain of the sewage treatment works (each such works a "Site") operated by it. In addition, Anglian Water provides a Booking Portal for use by the Licensee when booking an appointment to deliver domestic waste ("the Portal").

1.2 These terms and conditions ("Conditions") are supplemental to the Licence agreed between the Company and the Licensee in relation to the Services and relate to the use of the Booking Portal by the Licensee when the Licensee makes a booking for the delivery of domestic waste.

Application of Conditions

2.1 A request to the Company to provide the Services made by booking availability via the Company's supplier's website (<https://sip2.jrp-sip.com/>) constitutes an offer by the Customer to acquire the Services subject to these Conditions. The offer is accepted when the Company issues a Booking reference number.

2.2 The Customer acknowledges that, in entering into these Conditions, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than as expressly provided in these Conditions. Nothing in this condition shall limit or exclude any liability for fraud.

Services

3.1 The Company shall, in consideration of the fees payable and subject to these Conditions, provide the Services.

Arranging for Delivery of Waste

4.1 The Customer shall ensure that a time for delivery of Waste at a Site has been pre-booked with the Company via the Booking Portal and that details of the Waste to be delivered () have been provided, by utilising the online booking facility available via the Company's supplier's website (<http://www.jrpeventsuite.com>). The Customer acknowledges and accepts that the Company shall be under no obligation to accept any vehicle or Waste at a Site which has not been pre-booked.

4.2 The Customer confirms that it has obtained the appropriate Section E Licence and confirms that it will comply with the terms of that Section E Licence when delivering domestic waste to the Company's Site.

4.3 The Customer acknowledges that it is aware that the Site uses CCTV and ANPR cameras for recording of vehicles delivering domestic waste to Site. This recording is for the purpose of ensuring compliance with domestic waste discharge regulations and procedures, reconciliation of site usage and waste discharge for billing, potential enforcement action, site safety and security. The Company's Privacy Notice can be found at <https://www.anglianwater.co.uk/corporate/about-us/legal/privacy-notice/>

Customer's Obligations

5.1 The Customer shall:

5.1.1 ensure that drivers of vehicles delivering Waste to a Site for it or on its behalf are fully informed of such procedures relating to delivery of Waste to a Site as are notified by the Company to the Customer from time to time in the Licence and (including information available on the Company's supplier's website (<https://sip2.jrp-sip.com/>) and regardless of whether such information has been specifically directed to the Customer), and that drivers are in possession of the correct security cards, codes and passwords and other information required to access the Site and to be provided on entry. The Customer shall be responsible for any errors, inaccuracies or omissions in any data inputted or information supplied by drivers and shall be liable to pay invoices submitted by the Company in respect of such data or information unless the Company (at its discretion) otherwise agrees;

5.1.2 ensure that its employees and those of its agents or sub-contractors comply with the reasonable instructions and directions of the Company's employees (or those of the Company's agents or subcontractors) while on Site; and

5.1.3 co-operate with the Company in all matters relating to the Services.

5.2 In addition to the fees payable pursuant to Condition 7, the Customer shall:

5.2.1 pay to the Company, on demand any due cancellation fee, and

5.2.2 indemnify, keep indemnified and hold harmless the Company in respect of (i) any loss of or damage to property or (ii) any costs arising from personal injury to or death of any person, arising directly or indirectly from the Customer's fraud, negligence, breach or delayed or negligent performance of any of its obligations under these Conditions, breach of duty (whether statutory or otherwise), or misrepresentation or misstatement (whether fraudulent or negligent or otherwise), subject only to the Company confirming such costs, charges or losses to the Customer in writing.

Waste

6.1 The Customer shall ensure that all Waste complies with the description accorded to it in any Transfer Note relating to it and in the written Waste Particulars to be provided by the Customer to the Company.

6.2 Title to Waste shall pass to the Company when it is (with the Company's authority) deposited at a Site. The Company shall not be obliged to accept, and title shall not pass in respect of, any Waste or material not complying with Condition 6.1 or which it is unwilling (in its sole discretion) or legally unable to accept. In the event that the Company elects at its sole discretion to accept such Waste or material, then the Customer shall indemnify the Company from and against all costs, claims, demands and liabilities arising from (without limitation) any treatment, making safe or satisfactory disposal of the Waste or material undertaken by the Company.

6.3 The Customer shall clearly identify in the Waste Particulars any actual or potential hazard to health or to the environment presented by the Waste and shall supply all such information and documentation as the Company demands to comply with law, indemnifying the Company against the consequences of any failure to do so.

6.4 The Customer warrants that it will comply with and shall procure that all persons handling Waste on its behalf (including but not limited to drivers of vehicles delivering Waste to a Site and any other of its employees and/or those of its agents or contractors or subcontractors of any tier) shall comply with the Duty of Care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) and all other applicable law/regulation. The Customer shall indemnify the Company from and against all costs, claims, demands and liabilities arising from any failure of any of the aforementioned to so comply.

Fees and Payment

7.1 The charges for reception and treatment of sewage of a domestic nature (e.g. cesspools, septic tanks and similar sewage treatment systems) being delivered by tanker to the Company's treatment facilities are as published by the Company in its annual Charges Scheme/Schedule.

7.2 In the event that the Customer books a delivery time and fails to cancel with less than 48 hours notice, a cancellation fee of 15% of the cost of a full load.

7.3 VAT and any other duties taxes or levies relevant to or resulting from the provision of the Services by the Company will be added to the charges and shall be paid by the Customer at the rate prescribed from time to time.

7.4 The Customer will pay the Company's invoices within 15 days from the invoice date ("the Due Date") without deduction or set off.

Liability and Indemnity

8.1 The Customer shall keep the Company indemnified against any losses, costs, expenses, claims, damages, proceedings, and liabilities suffered or incurred by the Company as a result of any breach of these Conditions by the Customer.

8.2 The Company shall in no circumstances be liable for costs or losses incurred by the Customer including but not limited to:

8.2.1 loss of profits or anticipated savings or revenues;

8.2.2 loss of or damage to reputation or goodwill;

8.2.3 loss of opportunity;

8.2.4 wasted management or other staff time; or

8.2.5 losses or liabilities under or in relation to any other contract,

in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.

8.3 Except in the case of liability for death, personal injury or fraudulent misrepresentation, in respect of which the Company's liability shall be unlimited, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to the aggregate amount paid by the Customer for the Services in the 12 months prior to the event giving rise to the claim.

Termination and Default

9.1 The Company may terminate any contract arising pursuant to or incorporating these Conditions or withdraw the offer to perform the Services pursuant to these Conditions at any time without liability to the Customer on giving the Customer at least one (1) month's prior notice in writing.

9.2 The Company may terminate any contract arising pursuant to or incorporating these Conditions or withdraw the offer to perform the Services pursuant to these Conditions forthwith without liability to the Customer if:

9.2.1 The Customer breaches any obligation under these Conditions and in the case of breaches capable of remedy fails to comply with the terms of any written notice giving particulars of the breach and requiring it to be remedied within the time period specified in the notice (such time period being at the Company's sole discretion);

9.2.2 The Customer makes any composition or arrangement with creditors, goes into liquidation (other than a members' voluntary liquidation) or has any distress of execution levied against it;

9.2.3 A winding up order is made against the Customer; a provisional liquidator is appointed to the Customer; the Customer passes a resolution for winding up; an administration order is made against the Customer or a receiver, receiver manager or administrative receiver is appointed over the whole or any part of the Customer's undertaking or assets; or the Customer ceases or threatens to cease trading; or

9.2.4 (without prejudice to Condition 7.8) any sum payable by the Customer to the Company remains unpaid on the thirtieth day following a notice in writing given by the Company to the Customer specifying that a sum is due and payable but remains unpaid.

9.3 In the event of the termination of any contract arising pursuant to or incorporating these Conditions or the withdrawal of any offer to perform the Services pursuant to these Conditions, all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued prior to such termination or withdrawal, including (without limitation) the Company's right to be paid in respect of all Services provided up to the date of termination.

Force Majeure

10.1 Neither party shall have any liability to the other under these Conditions if it is prevented from, or delayed in performing, its obligations under these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Company's sub-contractors or where the Company's licences or consents relating to the operation of a Site are revoked or amended preventing the Company from performing the Services.

Disputes

11.1 All disputes between the parties arising out of or relating to these Conditions shall be referred by each party for resolution to: for the Customer the Contract Manager and for the Company: Donald Haymes such manager being a person with authority to agree a resolution of the relevant dispute. The parties shall procure that the managers communicate with a view to resolving the dispute as soon as practicable (and in any event within ten (10) days) after one notifies the other that a dispute exists.

11.2 If the matter remains unresolved 10 days thereafter, an appropriate representative of each parties' senior management shall meet to discuss and attempt to resolve the disputed matter. If the matter remains unresolved after a further 10 days following such meeting, then such dispute may be referred to mediation pursuant to sub-Clause 11.4 below.

11.3.1 The obligations of the Supplier in relation to the supply of Goods shall not cease or be delayed by the reference of a dispute to mediation in accordance with the provisions of this Clause.

11.3.2 The procedure for mediation and consequential provisions relating to mediation are as follows:

11.3.3 a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon the identity of the Mediator within 5 days after a request by one party to the other, or if the Mediator agreed upon is unable or unwilling to act, either party shall within 5 days from the date of the proposal to appoint a Mediator or within 5 days of notice to either party that he is unable or unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator;

11.3.4 the parties shall within 10 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;

11.3.5 unless otherwise agreed, all negotiations connected with the dispute and any settlement / agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

- 11.3.6 if the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both Anglian Water and the Supplier;
- 11.3.7 failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both parties;
- 11.4 Responsibility for payment of costs associated with mediation shall be borne equally between the parties unless the mediator (in his discretion) orders otherwise.
- 11.5 For the avoidance of doubt, nothing in this clause shall prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement of Intellectual Property Rights.
- 11.6 If either Party refuses at any time to participate in the mediation procedure or in any event if the dispute is not resolved within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference may be referred to the courts.

12 Anti Bribery and Modern Slavery, Sanctions

- 12.3 Without prejudice to any other provisions of this Agreement, each party shall:
- 12.3.1 comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, including without limitation the Bribery Act 2010 (including any subordinate or amending legislation) ("Anti-bribery Laws");
- 12.3.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- 12.3.3 not do, or omit to do, any act that will cause the other party to be in breach of the Anti-bribery Laws; and
- 12.3.4 maintain throughout the term of the Agreement its own anti-bribery policies and procedures including without limitation adequate procedures (as determined in accordance with section 7(2) and any guidance issued under section 9, Bribery Act 2010) to ensure compliance with the Anti-Bribery Laws, and shall provide a copy of such policies and procedures to the other party on request, and shall enforce such policies and procedures where appropriate.
- 12.4 In the event that the Supplier subcontracts any element of its performance under this Agreement (each such person being an "Associated Person"), it shall ensure that such Associated Person shall comply with anti-bribery obligations that are no less onerous than those imposed upon it under this clause 12.

12.5 Each party warrants and represents that neither it nor any of its officers, employees or any Associated Person has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws.

12.6 The Supplier undertakes and represents that:

12.6.1 neither it nor any of its officers, employees, agents or subcontractors:

12.6.1.1 has committed an offence under the Modern Slavery Act 2015 (a MSA Offence);
or

12.6.1.2 has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

12.6.1.3 is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

12.6.2 in conducting its business, it shall at all times comply with the Modern Slavery Act 2015;

12.6.3 it shall notify Anglian Water immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached its obligations under the Modern Slavery Act 2015. Any such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

12.7 **“Sanctioning Body”** means the United Kingdom, United States of America, United Nations, European Union and any other applicable local, national or multinational government agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for imposing and/or administering sanctions;

“Sanctioned Entity” means any person or entity which is, or which is owned or controlled directly or indirectly by a person or entity which is, the subject of sanctions imposed by, or on a designated sanctions list published by, a Sanctioning Body, the words ‘owned or controlled directly or indirectly’ have the meaning given in applicable sanctions laws;

Each Party represents and warrants that it is not a Sanctioned Entity or otherwise the subject of any economic or trade sanctions and where a Party or any Affiliate or owner is or becomes a Sanctioned Entity, that Party shall promptly notify the other party in writing. In the event that a Party or any Affiliate or owner becomes a Sanctioned Entity, the other party shall have the right to terminate this Agreement and any Schedule immediately on written notice.

Miscellaneous

- 13.1 No variation of these Conditions shall be effective unless in writing and signed on behalf of both parties.
- 13.2 The failure by the Company to enforce any of these Conditions shall not be a waiver of them.
- 13.3 The Customer shall not assign or sub-contract any of its rights or obligations under these Conditions without the Company's written consent. The Company may assign or subcontract its obligations under these Conditions without the Customer's consent.
- 13.4 Notices shall be in writing and sent to the recipient by hand, First Class Recorded Delivery pre-paid Letter, or email. Notices shall be deemed to have been served, if by hand when delivered, if by First Class Recorded Delivery post 48 hours after posting and if by email when despatched (provided supported by a read receipt). Legal notices must be served by First Class Recorded Delivery pre-paid letter to the Company's or Customer's registered office.
- 13.5 These Conditions shall at all times be kept confidential by the parties (subject to any legal or regulatory requirement on either party) and all information disclosed or obtained from the other in whatever form shall be regarded as confidential and shall not be disclosed to any third party whatsoever.
- 13.6 This Agreement shall be governed by and interpreted according to English law and (subject to Condition 11) the parties submit to the exclusive jurisdiction of the English courts.