
WASTE SERVICES CONTRACT

Very Low Level Waste Disposal Service Special Conditions

WSC-CON-VSE

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Very Low Level Waste Disposal Service Special Conditions

1 General

Status and effect 10

- 11.1 These Special Conditions are the Waste Service Special Conditions applicable to any Service within the Waste Service Option identified as Very Low Level Waste Disposal and have effect as described in the Conditions of Contract set out in Schedule 1 of the Waste Services Contract.

Introduction 11

- 11.1 As operator of the Repository LLWR is seeking to preserve the capacity and so extend the operational life of the Repository by securing alternative waste disposal routes for VLLW. LLWR has developed the Waste Service Option identified as Very Low Level Waste Disposal in furtherance of this objective and so as to incentivise characterisation and segregation of waste in line with the UK Nuclear Industry LLW Strategy.
- 11.2 Where the Customer purchases a Service within the Waste Service Option identified as Very Low Level Waste Disposal, subject to compliance with all applicable Environmental Permits LLWR may (at its option) dispose of the relevant Waste in the Repository or arrange disposal of that Waste in a third party disposal site. Provided that the relevant Waste complies with the Waste Acceptance Criteria applicable to Very Low Level Waste Disposal, the manner in which LLWR exercises this option does not change the Service Price.
- 11.3 As described in the applicable Waste Acceptance Procedure, a Service within the Very Low Level Waste Disposal Service Option includes transportation of the relevant Waste by LLWR either to the Repository or to a third party disposal site.

Identified and defined terms 12

- 12.1 Unless the contrary is expressly stated, terms used in these Special Conditions terms have the meanings given in the Conditions of Contract.
- 12.2 In these Special Conditions the following additional or changed meanings apply.
- (1) The CDG Regulations are the Carriage of Dangerous Goods and Use of Transportable Pressure Regulations 2009 (as amended);
 - (2) A Means of Transport is any ship, train, vehicle or other Equipment used or intended for use by LLWR

or a Subcontractor for or in connection with transportation of any Waste in the course of Providing the Services.

- (3) VLLW is very low level waste as defined by the UK Government in its paper entitled “Policy for the Long Term Management of Solid Low Level Radioactive Waste in the United Kingdom” published on 26 March 2007.

Interpretation 13

13.1 The principles of interpretation set out in the Conditions of Contract apply to these Special Conditions.

13.2 In accordance with the Conditions of Contract, these Special Conditions take priority over any conflicting or inconsistent provisions of the Conditions of Contract.

These Special Conditions take priority over any conflicting or inconsistent provisions of any Special Conditions applicable to Transport Services referred to in these Special Conditions.

2 Delivery and taking charge

Taking charge 20

20.1 On Delivery, LLWR takes charge of the Waste Consignment and title in accordance with the Conditions of Contract.

Pre-Delivery checks 21

21.1 Prior to Delivery, acting in accordance with Good Industry Practice LLWR carries out all necessary surveys, investigations, tests, inspections and characterisation in relation to a Waste Consignment and any Disposal Container or other packaging comprised in that Waste Consignment so as to satisfy itself that:

- the Waste comprised in that Waste Consignment is correctly characterised;
- the Disposal Container comprised in that Waste Consignment is suitable for carriage of the relevant Waste and all packaging and labelling complies with the CDG Regulations and all other applicable legal and regulatory requirements; and
- where in accordance with the applicable Service Information the Customer is identified as the consignor for the purposes of the CDG Regulations the Customer has properly fulfilled that role and complied with all

obligations imposed by the CDG Regulations such that

- the Waste Consignment is classified and authorised for carriage in accordance with the CDG Regulations, and
- LLWR or LLWR's Subcontractor is provided with all information and documentation as required by the CDG Regulations,

provided that:

- the foregoing provisions do not detract from LLWR's entitlement to adjustment of the Service Price and/or delay to the Completion Date by reason of any Compensation Event; and
- to the extent the CDG Regulations would permit LLWR to rely on information and data made available by the Customer if LLWR were the consignor for the purposes of those regulations, LLWR shall be entitled to rely on the completeness and accuracy of such information in discharging its obligations under this Clause.

3 Transportation

Transportation 30

- 30.1 LLWR provides all Means of Transport for carriage of the Waste from the Customer Site to the Repository or a third party disposal site. Transport Services are provided in accordance with Schedule 6 and the applicable Special Conditions identified in that Schedule.
- 30.2 The Parties have the roles and comply with their respective obligation under the CDG Regulations as identified in the applicable Service Information.
- 30.3 Save only where the contrary is expressly stated below or in the applicable Service Information, LLWR obtains or requires its Subcontractor(s) to obtain all licences, permits, consents, authorisations and approvals necessary for transportation of each Waste Consignment, provided that for the purposes of this contract LLWR will not be at fault if:
- LLWR or a Subcontractor is unable to obtain from any regulatory body any such licence, permit, consent, authorisation or approval necessary for the lawful transportation of all or any Waste; and
 - LLWR demonstrates that it or its Subcontractor has exercised Good Industry Practice in seeking to obtain such licence, permit, consent, authorisation or approval.

4 Liabilities under the Nuclear Installations Act

Relevant carriage 40

40.1 LLWR and the Customer acknowledge and intend that:

- carriage of a Waste Consignment constituting nuclear matter that is not excepted matter (as such terms are defined in the Nuclear Installations Act) from the Customer Site to the Repository or a third party disposal is undertaken by or on behalf of LLWR; and
- such carriage constitutes relevant carriage as defined in Section 26(1) of the Nuclear Installations Act.

Assumption of duties and obligations by LLWR 41

41.1 From the time that a Waste Consignment is carried off the Customer Site by or on behalf of LLWR, insofar as that Waste Consignment constitutes nuclear matter and is not excepted matter (as those terms are defined in the Nuclear Installations Act):

- LLWR is subject to the duty set out in Section 7(1)(a) of the Nuclear Installations Act in relation to that Waste Consignment; and
- LLWR assumes sole liability in accordance with the provisions of the Nuclear Installations Act for injury or damage caused by any occurrence elsewhere than on the Repository involving that Waste Consignment.

Accordingly:

- LLWR is the sole responsible party as referred to in Section 21(3) of the Nuclear Installations Act and complies with the obligations placed on the responsible party by that Section;
- LLWR has in place and will continue to make provision for sufficient funds to be available at all times in accordance with its obligations under Section 19 of the Nuclear Installations Act; and
- any claim against LLWR under the Nuclear Installations Act for injury or damage caused by any occurrence involving that Waste Consignment will be handled by LLWR or relevant insurers.

5 Risk

Additional LLWR risks 50

- 50.1 Without prejudice to LLWR's entitlement to adjustment of the Service Price and/or delay to the Completion Date by reason of any Compensation Event, from Delivery LLWR carries all risks relating to a Waste Consignment notwithstanding any Non-Compliance or failure of the Customer to comply with applicable Service Information.

6 Price and Service Price adjustment

Assessment dates 60

- 60.1 Assessment dates occur on Delivery of each Waste Consignment.

7 Survival of provisions relating to nuclear liability

Survivorship 70

- 70.1 Without prejudice to the survivorship of any other provision of this contract following any termination, the Parties confirm that the provision of Clause 4 (Liabilities under the Nuclear Installations Act) above survive any termination of:

- this contract; or
- LLWR's obligations to Provide the Services;

in each case whether such termination is in whole or in part and regardless of the reason for that termination.