

NUCLEAR INSTALLATIONS ACT 1965 (AS AMENDED)

VARIATION

of Nuclear Site Licence No. 31G

Sellafield Limited

Windscale Works and Calder Works

The Office for Nuclear Regulation, in exercise of its powers under section 4(5) of the Nuclear Installations Act 1965 (as amended), hereby varies the conditions attached to Nuclear Site Licence No. 31G granted to Sellafield Limited in respect of the Windscale Works and Calder Works site as follows:

1. There shall be substituted:
 - (a) for Condition 1 of Schedule 2 to the said Nuclear Site Licence, the Condition 1 annexed hereto; and
 - (b) for Condition 3 of Schedule 2 to that Licence, the Condition 3 annexed hereto.
2. This variation comes into force on 1 October 2014.

For and on behalf of the Office for Nuclear Regulation



A Lindley
Deputy Chief Nuclear Inspector
A person authorised to act in that behalf

Dated: 30 September 2014

ANNEX – VARIATION OF CONDITIONS 1 AND 3 OF SCHEDULE 2

Licence Condition 1:

INTERPRETATION

(1) In the conditions set out in this Schedule to this licence, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them, that is to say -

"commissioning" means the process during which plant components and systems, having been constructed or modified, are made operational and verified to be in accordance with design assumptions and to have met the appropriate safety criteria;

"excepted matter" has the meaning assigned thereto in the Nuclear Installations Act 1965 (as amended) and the Nuclear Installations (Excepted Matter) Regulations 1978 made thereunder;

"the Executive" means the Health and Safety Executive;

"experiment" means any test or non-routine activity other than an activity carried out pursuant to Conditions 21 and 28;

"installation" means "nuclear installation" and has the meaning assigned thereto in the Nuclear Installations Act 1965 (as amended);

"the licensee" and "the site" each has the meaning assigned thereto in paragraph 1 of this licence;

"modification" means any alteration to buildings, plants, operations, processes or safety cases and includes any replacement, refurbishment or repairs to existing buildings, plants or processes and alterations to the design of plants during the period of construction;

"nuclear matter" and "relevant site" each has the meaning assigned thereto in the Nuclear Installations Act 1965 (as amended);

"nuclear safety committee" means any nuclear safety committee established pursuant to Condition 13 of this Schedule;

"ONR" means the Office for Nuclear Regulation;

"operations" includes maintenance, examination, testing and operation of the plant and the treatment, processing, keeping, storing, accumulating or carriage of any radioactive material or radioactive waste and "operating" and "operational" shall be construed accordingly;

"property transaction" means any property transaction including a transfer, conveyance, assignment, demise, letting, under-letting, parting with possession, sharing occupation or use, or granting or reserving any property licence, easement or wayleave over or in relation to the site or any part of it, but excluding a right of access or any right of occupation, use or possession to or with a party performing statutory, regulatory or international obligations, or a party delivering contracted services solely to or for the benefit of the licensee, in relation to that nuclear licensed site;

"radioactive material" has the meaning, disregarding the exception in paragraph 9 (contaminated articles or substances) of Part 2 of Schedule 23 to the Environmental Permitting (England and Wales) Regulations 2010, given in paragraph 3 of that Part of that Schedule to those Regulations (version to be attached to licensed sites in England and Wales);

"radioactive material" has the meaning, disregarding section 1G of the Radioactive Substances Act 1993, given in section 1A of that Act (version to be attached to licensed sites in Scotland);

“radioactive waste” has the meaning assigned thereto in paragraph 3 of Part 2 of Schedule 23 to the Environmental Permitting (England and Wales) Regulations 2010 (version to be attached to licensed sites in England and Wales);

“radioactive waste” has the meaning assigned thereto in section 1A of the Radioactive Substances Act 1993 (version to be attached to licensed sites in Scotland);

"safety" refers to the safety of persons whether on or off the site;

"safety case" means the document or documents produced by the licensee in accordance with Condition 14 of this Schedule.

- (2) In these conditions, except where the context otherwise requires -
- (a) any reference to the singular shall include the plural and vice versa and any reference to the masculine shall include the feminine;
 - (b) any reference to any arrangement, agreement, approval, consent, direction, specification, notification or any formal communication between ONR and the licensee (and vice versa) shall be deemed to be a reference to a written document;
 - (c) any reference to a numbered condition is a reference to the condition so numbered in this Schedule.
- (3) Where in these conditions ONR requires any matter to be approved or to be carried out only with its consent or to be carried out as it directs ONR may:
- (a) from time to time modify, revise or withdraw either wholly or in part any such approval, direction or consent;
 - (b) approve either wholly or in part any modification or revision or any proposed modification or revision to any matter for the time being approved.

Licence Condition 3:

CONTROL OF PROPERTY TRANSACTIONS

- (1) The licensee shall make and implement adequate arrangements ('arrangements') to control all property transactions affecting the site or any part of the site to ensure that the licensee remains in overall control of the site.
- (2) The arrangements shall include provision for the classification of all property transactions according to their safety significance and their impact on the licensee's control of the site. The arrangements shall include a requirement for the provision of adequate documentation to justify the classification of property transactions and shall where appropriate provide for the submission of this documentation to ONR.
- (3) The licensee shall submit to ONR for **approval** such part or parts of the arrangements as ONR may **specify**.
- (4) The licensee shall ensure that once approved no alteration or amendment is made to the approved arrangements unless ONR has **approved** such alteration or amendment.
- (5) The licensee shall not transfer its freehold or assign its leasehold interest in the site or any part of the site without the **consent** of ONR. In addition, if ONR so **specifies** the licensee shall not carry out any property transaction, or any property transaction of the description or descriptions specified by ONR, without the **consent** of ONR.
- (6) The licensee, if so **directed** by ONR, shall not complete the property transaction specified in that direction without the **consent** of ONR.