

layers, flammable substances, harmful odours and chemical residues that would cause an adverse effect to health and inhibit biological treatment.

6. The Company will keep a written record of the volume of each load of Effluent discharged and details of its point(s) of origin. In the case of Bran Sands and Howdon, data is stored on the JRP cloud based system and unique access must be requested for this.
7. The charges for using this service are those published in NWG's annual published Charges Scheme 2023/24 Other Services. For the financial year 2023-2024 these charges will be:

For cesspool and septic tank discharges both our standard admin fee and analysis costs are incorporated in charges as set in the 3 strength bands below. Charges are per cubic meter.

- (i) Cesspool waste only (0 to 2300mg/l SS) £8.08
- (ii) Other waste (septic tank or combined waste with strength 2301 to 18000mg/l SS) £21.68
- (iii) Other waste (septic tank sludge or combined waste with strength 18001+mg/l SS) £26.07

Replacement JRP fobs are priced at £55 per fob.

At Bran Sands and Howdon the onsite supervisor fob can only be used twice in a 6-week period, after which a £55 fee shall be levied on the company against the offending vehicle and a new replacement fob issued.

8. This Agreement is for an initial period of 12 months and will terminate on 30th April 2024, subject to any earlier termination as set out below.
9. Consequences of Breach leading to Early Termination

9.1 In the event that discharges are made

- (i) without prior authorisation; or
- (ii) otherwise in contravention of any of the conditions of this Agreement, but not so as to have a material impact upon NWG's operations

then NWG shall by written Notice bring this to the Company's attention and require from the Company within 10 working days an explanation detailing how the contravention occurred and a plan of action setting out how further contraventions will be avoided.

9.2 In the event of

- (i) no response from the Company, or
- (ii) an unsatisfactory plan of action from the Company in accordance with 9.1 above; or

- (ii) a single contravention of the conditions of this Agreement which has a material impact upon NWG's operations

then NWG may at its sole discretion terminate this Agreement forthwith by a Notice in writing to that effect.

- 10. The Company will indemnify and hold harmless NWG together with its directors, employees and agents against all and any liabilities, demands, proceedings, costs, claims, losses and damages of any kind made against, or incurred by, NWG as a result whether directly or indirectly of any breach or non-observance by the Company in performance of this Agreement, negligence, or act or omission.

- 11. Definition:

'Effluent' shall only consist of the following:

Foul sewage of a domestic nature only from cesspools, chemical toilets, and similar receptacles, or sludge from private sewage treatment works and/or septic tanks if carried or transported by tankers, pails or other receptacles.

- 12. Save as expressly mentioned none of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement.

13. **Nature of Agreement**

- 13.1 Neither party may assign this Agreement and its respective rights and obligations without the prior written consent of the other party

- 13.2 This Agreement shall not create any exclusive rights or partnership between the parties.

- 13.3 If any provision of this Agreement is held by any Court to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and as to the remainder of any affected provision

- 13.4 This Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties

- 14. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts

15. **Notices**

- 15.1 Any notice order consent demand or other document which may be given to The Company by NWG under the provisions of this Agreement shall be duly served upon The Company if

sent in a prepaid letter addressed to their Secretary at their address stated in this Agreement and any notice or other document to be given to NWG by The Company under the provisions of this Agreement shall be duly served if sent in a like manner addressed to NWG at its Pity Me, Durham address and any such notice order consent demand or other document shall be deemed to have been received upon the day on which it ought in due course of post to have been delivered

SIGNED on behalf of **Northumbrian Water Limited** by Mike Ellner, Liquid Waste Treatment Manager.

Signed _____

In the presence of: - _____

Position: _____

SIGNED on behalf of the Company by: _____

Signed _____

In the presence of: - _____

Position _____

NB: Please provide a copy of your Waste Carriers License when returning the signed copy of this Agreement along with a list of all vehicles and Driver names you intend to use. Inductions shall be made and wastewater Passports are to be carried by all Drivers at our sites.