

DATED _____ **2020**

(1) COMPANY

- and -

(2) SOUTHERN WATER SERVICES LIMITED

BULK DISCHARGE AGREEMENT 4.1

SITE NAME

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THIS AGREEMENT is made the _____ day of

Two thousand and twenty

BETWEEN:

- (1) **COMPANY WATER SERVICES LIMITED** whose registered office is at
Company Address ("COMPANY"); and
- (2) **SOUTHERN WATER SERVICES LIMITED** whose registered office is at
Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX ("SWS Ltd")

WHEREAS:

- A SWS Ltd is appointed as a sewerage undertaker under what is now Section 6 of the
Water Industry Act 1991
- B COMPANY has applied pursuant to Section 7 of the Act to be the new appointee
for the Premises that are within the area of appointment of SWS Ltd as a sewerage
undertaker but which is not currently provided with sewerage services by SWS Ltd
- C COMPANY and SWS Ltd have agreed the terms and conditions as hereinafter set
out for the discharge of Effluent from the Premises into SWS Ltd's public sewers.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement:

“the Act” means the Water Industry Act 1991 and any re-enactment or amendment of the same whether made before or after the date of this Agreement and any regulations, orders, directives, requirements or delegated or secondary legislation made under it

“Additional Services” means the services set out in Schedule 6 of this Agreement, if any

“Authority” means the Water Services Regulation Authority appointed under the provisions of the Act

“Business Day” means Monday to Friday, excluding bank holidays

“Charges” means the charges payable by COMPANY to SWS Ltd for the Services in accordance with (i) Clause 6 and (ii) and Schedule 3 of this Agreement

“Charges Scheme” means the applicable Wholesale Charges Scheme made by SWS Ltd and approved by the Authority, if necessary, under the provisions of the Act which is in force at the time any Effluent is discharged to the Sewerage Network

“Charging Year” means the period between 1 April and 31 March in any year of this Agreement

“Discharge” means the discharge of substances within the meaning of paragraphs (a) and (b) of the definition of “domestic sewerage purposes” in section 117(1) of the Act, and

Trade Effluent, by means of a bulk discharge by COMPANY to SWS Ltd at a Point of Connection;

“Domestic Sewage”

means the contents of lavatories and water which has been used for cooking or washing (but excluding water so used for the business of a laundry or for a business of preparing food or drink for consumption otherwise than on the premises on which such water is so used) and excludes surface water

“DPID”

means Discharge Point ID as specified under the Water Retail Market Codes. Each Trade Effluent Consent will have a DPID allocated.

“Effluent”

means:

1.1.1 subject to the terms of this Agreement all or any Trade Effluent discharged from time to time from the Premises; and

1.1.2 all or any Domestic Sewage discharged from time to time from the Premises

"Environmental Permit"

means an environmental permit issued by the Environment Agency under Regulation 13 and Part 1 of Schedule 5 to the Environmental Permitting Regulations (England and Wales) Regulations 2010.

“Force Majeure”

means events or circumstances beyond the control of a party, including but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, riot, flood, drought or severe short-fall of rain, snow, ice,

strikes, lock-outs, industrial disputes, epidemics which affects either party's ability to carry out its obligations under this agreement

“Good Industrial Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances

“Point of Connection” means the points of connection as referred to in Schedule 1 of this Agreement.

“Plan” means the Plan appearing in Schedule 4

“Premises” means the premises at SITE NAME as shown on the Plan

“Requisitioned Sewerage

Work” means the works (if any) to increase capacity in the Sewerage Network that SWS Ltd has agreed to carry out in accordance with the terms of an agreement

“Services” means sewerage and sewage treatment services which shall comprise conveyance reception, treatment and disposal of the Effluent in accordance with this Agreement

“Sewerage Network” means the sewerage network which is from time to time under the control of SWS Ltd

“Trade Effluent” has the same meaning as is given to that expression in the Act

- 1.2.1 unless the context otherwise requires, reference to the singular shall be deemed to include the plural and vice versa;
- 1.2.2 reference to a statute or statutory provision includes a reference to any modification or re-enactment (with or without modification) for the time being in force; and
- 1.2.3 headings are for convenience only and shall not affect the interpretation of this Agreement.

2 DURATION

- 2.1 This Agreement shall commence on the date that COMPANY is appointed as a sewerage undertaker for the Premises and shall continue thereafter until terminated in accordance with Clause 9 hereof.

3 PERMISSION TO DISCHARGE THE EFFLUENT

- 3.1 Subject to the provisions of this Agreement, SWS Ltd hereby permits COMPANY to discharge Effluent into the Sewerage Network at the Point of Connection.
- 3.2 Without prejudice COMPANY shall take reasonable steps to procure that:
 - 3.2.1 no effluent or matter other than the Effluent shall be discharged from the Premises into the Sewerage Network;
 - 3.2.2 Effluent does not include any substances of a nature, composition or quantity likely, either alone or in combination with the contents of the Sewerage Network, to:
 - (a) injure the Sewerage Network into which it is discharged or by which it is conveyed; or
 - (b) interfere with the free flow of the contents of the Sewerage Network; or

- (c) injure any sewage pumping station or the receiving sewage treatment works or any machinery or equipment installed thereat; or
- (d) interfere with any processes of purification of sewage or trade effluent; or
- (e) cause a nuisance or give off a vapour or harmful substance; or
- (f) affect prejudicially the quality of the water course receiving the purified sewage effluent; or
- (g) cause SWS Ltd to contravene the condition of an Environmental Permit.

3.2.3 Trade Effluent shall not contain any special category effluent (as defined in the Trade Effluents (Prescribed Processes & Substances) Regulations 1989)) or Priority Substances (as listed within the Priority Substances Directive 2008/105/EC (as amended) designated from time to time under provisions of EC Water Framework Directive 2006/11/EEC (as amended)) in a concentration greater than background concentration

3.3 In the event of any spillage at the Premises which is likely to enter the Sewerage Network otherwise than in compliance with the terms of this Agreement, COMPANY shall forthwith take all reasonably practicable steps to prevent such entry and shall immediately on becoming aware of any such spillage give notice thereof by telephone to SWS Ltd Operational Control Room, such notice to be confirmed in writing within seventy two hours.

4. POINT OF CONNECTION

4.1 The permanent Point of Connection is that shown on the schematic attached at Schedule 1, Part 1 of this Agreement.

4.2 The temporary Point of Connection is that shown on the schematic attached at Schedule 1, part 2 of this Agreement.

5 ADDITIONAL SERVICES

5.1 Not Used

6 CREDIT LIMIT & SECURITY, INVOICING, PAYMENT & DISPUTE

6.1 COMPANY shall pay the Charges to SWS Ltd set out in and in accordance with Schedule 3.

6.2 The provisions covering credit limit and security are set out in Schedule 2.

6.3 The provisions covering invoicing, payment and disputes are set out in Schedule 3.

6.4 All sums payable under this Agreement unless otherwise stated are exclusive of Value Added Tax which, where applicable shall be added and payable in addition to such sums.

7 OBLIGATIONS OF COMPANY

7.1 COMPANY shall provide SWS Ltd with such samples or sample analysis results as SWS Ltd may reasonably require in order to verify that the Effluent does not include:

7.1.1. any wastewater specified in section 106(2)(a)(i) and (ii) of the Act;

7.1.2. anything prohibited under section 111 of the Act:

7.1.3 any Trade Effluent which has been discharged into the COMPANY sewerage network other than in accordance with a Trade Effluent consent validly granted by COMPANY.

- 7.1.4 any composition that may have an effect on the performance of the Sewerage Network or receiving sewage works.
- 7.2 If COMPANY receives an application for any discharge of Trade Effluent into the COMPANY sewerage network, and thereby to the Sewerage Network as part of the Discharge, the provisions of Schedule 5 come into force immediately.
- 7.3 It is within the parties' contemplation that discharges through COMPANY's sewerage network of Effluent to the Sewerage Network that is outside of the terms of this Agreement ("Effluent Breaches") may cause loss or damage to SWS Ltd and:
- 7.3.1 Subject to 7.3.3 below, COMPANY agrees to pay to SWS Ltd documented and reasonably incurred costs incurred by SWS Ltd in rectifying an Effluent Breach. Such costs would comprise (if any):
- 7.3.1.1 costs of cleaning, repair or replacement of damaged assets;
 - 7.3.1.2 costs of additional labour;
 - 7.3.1.3 increased costs of sludge disposal and/or Effluent treatment;
 - 7.3.1.4 environmental inspection and remediation costs (including those of the Environment Agency);
- For avoidance of doubt the parties agree that any loss or damage payable to SWS Ltd under or pursuant to this Clause 7.3.1 shall be additional to any charges to which SWS Ltd would ordinarily have made to COMPANY had the Effluent Breach not occurred;
- 7.3.2 The parties agree that nothing in this Clause 7.3 shall require COMPANY to pay to SWS Ltd any sum for a loss of profit or for any indirect or consequential damage; and
- 7.3.3 SWS Ltd shall notify COMPANY as soon as reasonably practicable on it becoming apparent that loss or damage may occur; COMPANY shall be

entitled, at its cost, to require SWS Ltd to carry out mitigating measures at the cost of COMPANY provided that such measures are reasonable.

7.4 COMPANY shall so far as its relationship with SWS Ltd under this agreement, Clause 7.4, or otherwise, is concerned be deemed responsible for all matter contained in the Effluent passing to the Sewerage Network whatever its source and whether lawfully permitted or not to enter COMPANY's sewers and drains.

7.5 COMPANY shall ensure that no surface water is discharged to the Sewerage Network through COMPANY's sewerage network.

7.6 COMPANY shall:

7.6.1 maintain its sewerage network in accordance with Good Industrial Practice;
and

7.6.2 exercise such powers as are available in the Act so as to prevent the entry of sub soil water into its sewerage network.

7.7 COMPANY shall furnish SWS Ltd free of charge within a reasonable time of request its projected discharges of Effluent from the COMPANY sewerage network at the Premises to enable SWS Ltd to undertake asset management and sewerage planning in accordance with SWS Ltd's regulatory obligations.

7.8 COMPANY shall at its cost and expense and so long as may be necessary in the reasonable opinion of SWS Ltd dose Effluent with Nutriox or such other agreed chemical or product as may be substituted at SWS Ltd's request to control septicity and avoid the creation of smell nuisance in or arising from the Effluent.

8 OBLIGATIONS OF SWS LTD

8.1 Nothing in this Agreement shall oblige SWS Ltd to receive or treat any effluent or other matter other than the Effluent.

- 8.2 SWS Ltd shall have no obligation or liability in respect of or arising in consequence of a reasonable need exercising Good Industrial Practice to shut down or curtail, for whatever reasonable period, the provision of Services during any maintenance, repair, improvement, replacement or renewal of any plant or other equipment (including without prejudice to the generality of the foregoing, all pipes, drains, sewers, tanks, meters, treatment works, fittings, conduits and apparatus) provided always that SWS Ltd shall except in cases of emergency, give twenty (20) Business Days prior notice to COMPANY before shutting down or curtailing the provision of the Services (or any part thereof) for such purpose.
- 8.3 Except as otherwise expressly provided in this Agreement, SWS Ltd shall have no responsibility for the maintenance, repair, condition or provision of any plant or other equipment (including without prejudice to the generality of the foregoing, all pipes, drains, sewers, tanks, meters, treatment works, fittings, conduits and apparatus) which is not part of the Sewerage Network.
- 8.4 The provision of any of the Services is subject to:
- 8.4.1 there continuing in force all such licences, consents, authorisations and approvals and on such terms and to such extent as SWS Ltd require at the date of this Agreement in order to provide the Services provided always that SWS Ltd shall at all times take all steps necessary to ensure the continuation of all such licences, consents, authorisations and approvals;
and
- 8.4.2 there being obtained and continuing in force all such licences, consents, authorisations and approvals and on such terms and to such extent as SWS Ltd may from time to time require after the date of this Agreement in order to provide the Services.

- 8.5 SWS Ltd shall have no obligation to receive the Effluent other than at the Point of Connection specified in or under this Agreement.
- 8.6 SWS Ltd shall have no obligation to receive the Effluent in excess of the limits as to quantity and quality and rate of discharge specified in, or discharged otherwise than in accordance with, Schedule 1 to this Agreement.
- 8.7 Where the Effluent is outside of the terms of this Agreement and the receiving sewage treatment works is at serious risk of breach of its Environmental Permit conditions as a result thereof, or there is a serious risk of service of an abatement notice for statutory nuisance under the Environmental Protection Act 1990, or a works notice for anti-pollution works and operations under the Water Resources Act 1991 as a result thereof, SWS Ltd shall have the right to temporarily suspend the discharge for no longer than such risk continues. The parties agree that no omission of suspension shall prevent SWS Ltd from exercising the power of suspension upon any occasion subsequent to such omission.
- 8.8 SWS Ltd shall wherever appropriate implement the contact procedures set out in Schedule 7 hereto.
- 8.9 SWS Ltd shall carry out any works necessary to facilitate the reception of Effluent into the Sewerage Network.

9 TERMINATION

- 9.1 This Agreement shall terminate, by mutual agreement or if either party elects to terminate it, forthwith under the following circumstances:
- 9.1.1 on expiry or termination of COMPANY's appointment for the Premises;
- or

- 9.1.2 upon notice given by one party to the other party if that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; or
- 9.1.3 subject to the restrictions imposed under Sections 23, 24, 25 and 26 of the Act upon notice given by one party to the other party if that other party becomes insolvent or compounds with its creditors or convenes a meeting to consider a resolution that it be placed in liquidation (other than a solvent liquidation for the purposes of amalgamation or reconstruction) or suffers a petition to be presented that it be placed in liquidation or has an administrative receiver, receiver or manager appointed in respect of all or any of its assets or is adjudicated bankrupt, makes an assignment for the benefit of, or any composition with, its creditors or takes advantage of any insolvency act; or
- 9.1.4 Either party (the “non-defaulting party”) may terminate this Agreement with immediate effect by giving written notice to the other party (the “defaulting party”) if the defaulting party has committed a material breach of this Agreement (and, if such breach is capable of remedy, has failed to remedy the breach within twenty (20) Business Days after receiving notice from the non-defaulting party specifying the breach and requiring the breach to be remedied, provided that if the nature of the breach is such that more than twenty (20) Business Days are reasonably required for its remedy then this Agreement may not be so terminated if the defaulting party commences to remedy such breach within that twenty (20) Business Day period and then diligently pursues such remedy to the reasonable satisfaction of the non-defaulting party;

9.1.5 The non-defaulting party may terminate this Agreement on giving the defaulting party thirty (30) Business Days written notice on becoming aware that any of the following events have occurred

9.1.5.1 if there are a series of breaches of this Agreement which (a) are of a substantially similar nature; (b) occur within a rolling period of thirty (30) Business Days; and (c) taken together amount to a material breach which is incapable of remedy or which, in the case of a series of breaches capable of remedy, are not entirely remedied by the defaulting party within twenty (20) Business Days of receipt of written notice from the non-defaulting party specifying the breaches and requiring them to be remedied; or

9.1.5.2 the defaulting party has committed a persistent breach (for the purposes of this clause a persistent breach shall be where the defaulting party commits a breach of any of the terms or conditions of this Agreement more than 5 times).

9.1.6 Provided that a period of twenty years has elapsed from the date that this Agreement came into effect, and subject to paragraph 9.1.7, either party may terminate this Agreement on giving the other party at least two years' written notice.

9.1.7 If, following receipt of a termination notice under clause 9.1.6, the recipient refers the matter to the Authority, the Agreement will continue in force unless varied or terminated by the Authority: provided such referral to the Authority is made within 6 months of the date of receipt of the termination notice. If the Authority fails to determine the issue within two years of the date of such referral then the Agreement will terminate at the end of the two year period.

10 CONSEQUENCES OF TERMINATION

10.1 Upon termination of this Agreement:

10.1.1 COMPANY shall cease to receive the Services and Additional Services from SWS Ltd; and

10.1.2 COMPANY shall settle all outstanding payments that are due and owing to SWS Ltd under Clause 6.

10.2 Subject as otherwise provided herein and to any rights remedies or obligations which have accrued prior to termination neither party shall have any further obligation to the other under this Agreement upon termination.

10A REVIEW

10A.1 At any time following a change to the statutory provisions or any relevant guidance or policies issued by the Authority or other government department pertinent to the terms of this Agreement or annually on the 1st September (in either case a “Review Date”) either party may require a review of all or any of its terms with a view to establishing that the same remain reasonable and appropriate in the light of:

10A.1.1 the statutory obligations and powers of the parties;

10A.1.2 the statutory provisions and Authority or other government department guidance or policies; and

10A.1.3 any other relevant circumstances applying at the Review Date.

If agreement cannot be reached on any variation sought by a party the matter shall be resolved in accordance with Clause 20.

11 LIABILITY

11.1 Neither party shall in any circumstances have any liability whatsoever for::

- 11.1 (a) any indirect or consequential loss (including, but without limitation) loss of profit, revenue or goodwill resulting from negligence or any breach or non-performance of this Agreement;
- 11.1 (b) any misrepresentation (excluding fraudulent misrepresentation) or any other tort on the part of that party or its servants or agents;
- 11.2 Either party's liability in respect of the direct consequences and, in the event that it is not entitled (for any reason) to rely upon the provisions of sub-clause 11.1, the indirect consequences (including, but without limitation, loss of profit, revenue or goodwill) resulting from negligence or any breach or non-performance of this Agreement or any misrepresentation or any other tort on the part of that party or its servants or agents shall be limited to one million pounds (£1,000,000) in any one calendar year for any one or more incidents or series of incidents whether related or unrelated in that calendar year and all conditions, warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with the provisions of this sub-clause 11.1 are hereby expressly excluded (subject always to sub-clauses 11.4 and 11.5).
- 11.3 Where a party becomes aware of any claim, difference, dispute or proceedings (actual or threatened) which it reasonably expects may lead to a liability to the other party under this Agreement, that party shall provide such information as the other party may reasonably require and shall consult with the other party as to the conduct of such claim, difference, dispute or proceedings (whether actual or threatened).
- 11.4 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury resulting from its negligence or the negligence of any of its officers, employees or agents.

- 11.5 Save as otherwise expressly provided in this Agreement, this Clause 11 (insofar as it excludes or limits liability) shall override any other provision in this Agreement provided that nothing in this Clause 11 shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, duties and obligations of either party hereto which are conferred or created by the Act, any licence granted pursuant to the Act or any subordinate legislation made under it.
- 11.6 For the avoidance of doubt the parties expressly agree that SWS Ltd shall only be liable to compensate COMPANY for any payments COMPANY may be required to make under the guaranteed standards scheme (GSS) where the breach of the GSS was caused by SWS Ltd negligence in failing to operate its wastewater undertaking in accordance with Good Industrial Practice. In no circumstances shall SWS Ltd be required to compensate COMPANY for any poor service payments it chooses to make to its customers as enhanced rights and benefits above the requirements of the Service Regulations.
- 11.7 This Clause 11 shall survive the termination of this Agreement for whatever cause.
- 11.8 Each party hereby acknowledges and agrees that the provisions of this Clause 11 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date hereof.
- 11.9 All conditions, warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with the provisions of sub-clause 11.1 are hereby expressly excluded (subject always to sub-clauses 11.4 and 11.5).

12 FORCE MAJEURE

- 12.1 If either party (the “Affected Party”) is unable to carry out any of its obligations under this Agreement due to circumstances of Force Majeure this Agreement shall remain in effect but, save as otherwise provided in this Agreement, both parties’

obligations shall be suspended without liability for the period during which the circumstance of Force Majeure prevails provided that:

- (a) the Affected Party gives the other party prompt notice describing the circumstance of Force Majeure, including the nature of the occurrence and its expected duration and, where reasonably practicable, continues to furnish regular reports with respect thereto during the period of Force Majeure;
- (b) the suspension of performance is of no greater scope and of no longer duration than is strictly required by the circumstance of Force Majeure; and
- (c) the Affected Party uses all reasonable efforts to mitigate the impact of the circumstances of Force Majeure and to remedy its inability to perform as quickly as possible.
- (d) immediately after the end of the circumstance of Force Majeure, the Affected Party notifies the other party in writing of the same and each party resumes performance of its obligations under this Agreement.

13 MISCELLANEOUS

13.1 COMPANY shall not assign or otherwise part with its obligations or the benefits under this Agreement except with the prior written consent of SWS Ltd (such consent not to be unreasonably withheld, delayed or granted on unreasonable terms).

13.2 If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part or to any extent by a judgement or decision of any court of competent jurisdiction or any authority whose decisions shall have the force of law binding on the parties to this Agreement, the remainder of this Agreement and, where that provision is invalid or unenforceable in part or to any extent, the

remaining part or extent of that provision, shall remain valid and enforceable to the fullest extent permitted by law.

14 VARIATION

14.1 This Agreement may only be varied following a review pursuant to Clause 10A and such variation shall be recorded in writing and signed by each of the parties.

14.2 If it becomes apparent on a review pursuant to Clause 10A that a variation or variations to this Agreement have become necessary by virtue of changes to the statutory obligations of either of the parties or otherwise to give effect to changes to applicable law or to such guidance or policies issued by the Authority or other government department, the parties shall agree such variation as is necessary to give effect to any such changes but only to the extent that such variation would not alter the substantive purpose embodied in this Agreement. If such changes cannot be so made, any variation shall be dealt with in accordance with sub-clause 14.3.

14.3 If the parties cannot agree upon a proposed variation, such disagreement will be regarded as a dispute and settled under the provisions of Clause 20.

15 CONFIDENTIALITY

15.1 Each party shall treat as confidential all information (including but not limited to all documents, materials and other information, whether technical or commercial, supplied to it by or on behalf of the other party to this Agreement under or pursuant to or in connection with this Agreement) obtained as a result of entering into or performing this Agreement which relates to:

- (A) the provisions of this Agreement;
- (B) the negotiations relating to this Agreement;
- (C) the subject matter of this Agreement; or

(D) the other party.

In particular, each party shall keep secure any information which it holds (whether electronically stored or otherwise) in relation to the other party or the other party's operations.

15.2 Notwithstanding the other provisions of this paragraph, either party may disclose confidential information:

(A) if and to the extent required by law or for the purpose of any judicial proceedings or for dispute resolution as provided for in this Agreement;

(B) if and to the extent required by any regulatory or governmental body to which that party is subject wherever situated, whether or not the requirement for information has the force of law;

(C) to such of its agents, contractors, professional advisers, auditors, insurers and bankers (including lenders, security trustees and other financial institutions) who need to know it upon obtaining from such persons an undertaking as to confidentiality substantially equivalent to that contained in this sub-clause 15.2;

(D) if and to the extent the information has come into the public domain through no fault of that party; or

(E) if and to the extent the other party has given prior written consent to the disclosure.

Any information to be disclosed pursuant to sub-paragraphs (A), (B) or (C), shall be disclosed only after consultation with the other party, where reasonably practicable.

15.3 The restrictions contained in this paragraph shall apply without limit in time and shall survive the termination of this Agreement for whatever reason.

16 NOTICES

16.1 Except where otherwise stated, any notice, request or other communication to be made by one party to the other under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by recorded delivery, special delivery, courier or e-mail to that party to the address and for the attention of the relevant person set out in sub-clause 16.2.

16.2 Notices under this Agreement shall be sent to a party at its address or number and for the attention of the individual set out below:

<u>Party, title of contact</u>	<u>Address</u>	<u>email</u>
Southern Water Services Limited Attention: Head of Business Channels	Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX	wholesaleservices@southernwater.co.uk
COMPANY Attention: COMPANY Director	Company Address	xx.xxx@COMPANYwater.co.uk

or to any such other persons, addresses or email addresses as may from time to time be notified by one party to the other in accordance with this paragraph (provided such notification shall only be effective five (5) Business Days from receipt).

16.3 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (A) if delivered personally, on delivery;
- (B) if sent by recorded delivery or special delivery, two (2) Business Days after the date of posting;
- (C) if sent by electronic mail, it shall not be deemed to have been sent until a confirmation of delivery is received by the sender, and even if such confirmation is

received, shall not be deemed to have been sent if the sender also receives notification of the recipient being out of the office, provided that if deemed receipt occurs before 9am, on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

17 ENTIRE AGREEMENT

17.1 This Agreement shall supersede all arrangements or agreements relating to all matters which are referred to and which were previously entered into or made between the parties hereto and all such arrangements or agreements are hereby terminated.

17.2 This Agreement represents the entire agreement between the parties and no modification or alteration hereto shall have effect unless the same is agreed in writing between the parties.

17.3 In the event that any provision of this Agreement shall be void or unenforceable by reason of any provision or applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of this Agreement so far as reasonably practicable.

18 EXERCISE OF RIGHTS

18.1 No delay or omission by any party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement or any other documents referred to in it shall:

(A) affect that right, power or remedy; or

(B) operate as a waiver thereof.

18.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

18.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

19.1 The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

20 SETTLEMENT OF DISPUTES

20.1 Where a dispute exists between the parties under or in relation to the Agreement, either party may serve upon the other a notice setting out the nature of the dispute, following deemed receipt of which in accordance with Clause 16 (Notices) the parties shall, each exercising Good Industrial Practice, attempt in good faith to negotiate a settlement to such dispute.

20.2 If the dispute notified in accordance with Clause 20.1 remains unresolved twenty (20) Business Days after such notification, an appropriate representative of each party's senior management shall meet to discuss and attempt to resolve the disputed matter.

20.3 If the dispute notified in accordance with Clause 20.1 remains unresolved for a further ten (10) Business Days following the period mentioned in Clause 20.2, either party may notify the other that the provisions of this Clause 20.3 apply, whereupon the parties shall comply with the following provisions:

20.3.1 The notifying party shall apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator;

- 20.3.2 The parties shall meet with the Mediator within ten (10) Business Days of his appointment (or such period as may be determined by CEDR) in order to agree a programme for the exchange of all relevant information and the structure to be adopted for the mediation (if considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure);
- 20.3.3 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 parties and shall take effect as an amendment to this Agreement notwithstanding the provisions of Clause 14 (Variation);
- 20.3.4 If the parties fail to reach agreement on the resolution of the dispute within 1 month of the Mediator being appointed (or such longer period as may be agreed in writing between the parties) the dispute may be referred to the Courts;
- 20.3.5 Unless agreed otherwise, the mediation and all other correspondence and documentation connected with it, including any settlement or agreement relating to it, shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 20.4 For the avoidance of doubt, nothing in this Agreement limits or prevents either party from seeking a determination from or from applying to the Authority or another competent regulatory authority for the enforcement of any rights or obligations of party, or the taking by the parties or the Authority or such competent regulatory authority of any interim or procedural steps under any relevant legislation at any time.

21 GOVERNING LAW

- 21.1 This Agreement shall be governed by and construed in all respects in accordance with English Law.

22. MEETINGS

- 22.1 Representatives of each party shall meet not less than once every year to discuss any matters arising out of this Agreement and the operation and management of each party's obligations under it.
- 22.2 Without prejudice to clause 22.1, either party may request a meeting at any time upon reasonable notice in writing or by email to the other to discuss any particular matter or concern arising out of or in relation to this Agreement, and the parties shall use their best endeavours to agree a date, time and venue for such meeting and to attend the same.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the
day and year first before written

Signed by.....

for and on behalf of

Southern Water Services Limited

Director/Authorised Signatory

Date:2020

in the presence of:

Witness

Signature:.....

Print Name:

Address: Southern House, Yeoman Road,

Worthing, West Sussex, BN13 3NX

Date:2020

Signed by

for and on behalf of

COMPANY

Director/Authorised Signatory

Date:.....2020

in the presence of:

Witness Signature:.....

Print Name:

Address:

Date:

SCHEDULE 1

Part 1 – Bulk Discharge Permanent Arrangement Conditions

1. The permanent connection shall be subject to the following conditions:
 - 1.1 The permanent Point of Connection shall service [NUMBER] properties.
 - 1.2 The maximum daily volume of effluent discharged from COMPANY's sewerage network at the Premises into the Sewerage Network shall not exceed XX.XX cubic metres.
 - 1.3 The rate of discharge of effluent into the Sewerage Network from COMPANY's sewerage network at the Premises shall not exceed X.X litres per second.
 - 1.4 The volume of effluent discharged into the Sewerage Network from COMPANY's sewerage network at the Premises shall be calculated as the standard return to sewer proportion of 92.5% of the measured potable water volume supplied to the Premises.
 - 1.5 The Effluent shall not contain surface run-off water, subsoil water or water draining from a street.
 - 1.6 The Effluent shall not contain Trade Effluent other than as described in paragraph 2.1 of Schedule 5.

2. Schematic showing permanent Point of Connection

Part 2 – Bulk Discharge Temporary Arrangement Conditions

1. In the period between the date of this Agreement and the permanent arrangements as described in Schedule 1, Part 1 being available, the following conditions shall apply:

- 1.1 [TEMPORARY LIMITED DISCHARGE CAPACITY]

- 1.1.1 The temporary point of connection shall be the same as the permanent Point of Connection as shown in Schedule 1, Part 1, Clause 2.

- 1.1.2 The temporary Point of Connection shall service [NUMBER] properties.

- 1.1.3 The maximum daily volume of effluent discharged from COMPANY's sewerage network at the Premises into the Sewerage Network shall not exceed XX.XX cubic metres.

- 1.1.4 The rate of discharge of effluent into the Sewerage Network from COMPANY's sewerage network at the Premises shall not exceed X.X litres per second.

- 1.1.5 The volume of effluent discharged into the Sewerage Network from COMPANY's sewerage network at the Premises shall be calculated as the standard return to sewer proportion of 92.5% of the measured potable water volume supplied to the Premises.

- 1.1.6 The Effluent shall not contain surface run-off water, subsoil water or water draining from a street.

- 1.1.7 The Effluent shall not contain Trade Effluent other than as described in paragraph 2.1 of Schedule 5.

[AND/OR]

1.2 [TEMPORARY POINT OF DISCHARGE]

1.2.1 The temporary point of connection shall be as shown in Schedule 1, Part 2, Clause 2.

1.2.2 The temporary Point of Connection shall service [NUMBER] properties.

1.2.3 The maximum daily volume of effluent discharged from COMPANY's sewerage network at the Premises into the Sewerage Network shall not exceed XX.XX cubic metres.

1.2.4 The rate of discharge of effluent into the Sewerage Network from COMPANY's sewerage network at the Premises shall not exceed X.X litres per second.

1.2.5 The volume of effluent discharged into the Sewerage Network from COMPANY's sewerage network at the Premises shall be calculated as the standard return to sewer proportion of 92.5% of the measured potable water volume supplied to the Premises.

1.2.6 The Effluent shall not contain surface run-off water, subsoil water or water draining from a street.

1.2.7 The Effluent shall not contain Trade Effluent other than as described in paragraph 2.1 of Schedule 5.

[AND/OR]

1.3 [REAL TIME CONTROL]

1.3.1 The conditions in Schedule 1, Part 1, Clause 1 shall apply, subject to Clause 1.3.2.

1.3.2 [OPTION 1 – TIMER] The discharge will be limited by a timer which will be used to inhibit the discharge from the pumping station into the Sewerage Network and only allow discharge between 11pm and 6am. The timer, owned and maintained by [COMPANY], will be an automated process that cannot be overridden or deactivated and will cease applying at the point when capacity becomes available in the downstream Sewerage Network.

1.3.2 [OPTION 2 – FLOW MONITOR] The discharge shall not occur when there is insufficient capacity to effectively transfer the flows. This will be determined by sewer level flow monitor(s) located in the downstream Sewerage Network, which will be used to inhibit the discharge from the pumping station. The inhibit will be an automated process that cannot be overridden or deactivated and will be applied when the monitor(s) deem that there is insufficient capacity in the Sewerage Network to accommodate the discharge and will cease applying at the point when capacity becomes available in the downstream Sewerage Network.

[AND/OR]

1.4 [TANKERING]

1.4.1 Where the permanent arrangements are not available by [*insert agreed deadline by date – we should seek to complete by 24 months from planning approval unless the scheme is large or requires strategic investment*], the cost of tankering will be at the expense of Southern Water.

2 Schematic showing temporary Point of Connection

SCHEDULE 2

Credit Limit and Security

If COMPANY breaches the provisions of Schedule 3 or has been caused to remedy such breach after receiving notice from SWS Ltd specifying the breach and requiring the breach to be rectified more than twice in any rolling period of 12 months, without prejudice to any other rights or remedies which SWS Ltd may possess, COMPANY shall promptly provide a security instrument which satisfies the security and credit rating requirements set out in this Schedule.

COMPANY shall provide a guarantee from its ultimate holding company to guarantee the performance of COMPANY's obligations under this Agreement. The guarantee shall be in the form and on terms to be approved by SWS Ltd, such approval not to be unreasonably withheld.

If at the time the guarantee is required or at any time during which the guarantee is effective the long term debt obligations of COMPANY's ultimate holding company is reduced to a lower credit rating than one of the ratings shown against their respective agencies being: BBB- from S&P, Baa2 from Moody or BBB- from Fitch COMPANY shall obtain and provide to SWS Ltd a letter of credit or deposit agreement at COMPANY's cost. Such security instruments shall be:

- i) provided through a reputable financial institution with a credit rating of not less than one of; A- from S&P, A2 from Moody or A- from Fitch, (the "Required Credit Rating");
- ii) in aggregate an amount representing 45 calendar days of the Charges, which amount shall be calculated to be equal to $45/365^{\text{th}}$ (rounded to the nearest £1,000) of the sum of the Charges payable in the most recent year of this Agreement;
- iii) provided within ten (10) Business Days of the date of the request by SWS Ltd;

- iv) with an expiry date being no earlier than the date falling six years from the date that COMPANY is appointed as a sewerage undertaker;
- v) in a form acceptable to SWS Ltd.

If COMPANY shall fail to procure the security instruments as aforesaid then, without prejudice to any other rights or remedies which SWS Ltd may possess, SWS Ltd may treat the failure as a material breach of contract. Without prejudice to the foregoing, if at any time the credit rating of the financial institution providing such security cover falls below the rating specified of not less than each of; A- from S&P, A2 from Moody or A- from Fitch, it being the case that failure to meet this credit rating shall be assessed against the lowest rating above, COMPANY shall within ten (10) Business Days promptly provide replacement security instruments which satisfy the aforementioned credit rating requirements.

In the event of:

- i) a resolution has been passed authorising the issue of a notice (or a notice has been issued) convening a meeting of shareholders to consider a resolution for, or a petition has been presented (and not set aside within five (5) Business Days of its presentation) for, the winding up of the COMPANY or COMPANY goes into liquidation (other than a winding up for the purposes of a solvent amalgamation or reconstruction the terms of which have previously been approved in writing by the other party and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the obligations imposed on COMPANY under this Agreement);
- ii) the giving of a notice of appointment of an administrator (or of the intention to appoint an administrator or liquidator) in respect of COMPANY;

- iii) a petition has been presented, or an application has been made for the appointment of, or any of the following has been appointed in respect of COMPANY or any of its assets: a receiver, judicially appointed manager, administrative receiver, assignee, trustee, sequestrator or similar person or official;
- iv) an encumbrancer has sold or taken possession of any of COMPANY's property or assets;
- v) COMPANY has been dissolved;

all accrued and invoiced charges and all unpaid interest shall become immediately payable and thereupon COMPANY shall pay to SWS Ltd every sum outstanding.

SCHEDULE 3

Invoicing, Payment and Dispute

The Charges shall comprise:-

(1) Bulk Sewerage Charges

The volumetric charge will be in accordance with the Charges Scheme approved for that Charging Year. The Sewerage Charges may be amended to the extent necessary to satisfy the requirements of any changes to relevant legislation or regulatory guidance (including, for the avoidance of doubt, any order, decision, guidance, determination or direction of the Authority or any other regulatory authority) by mutual agreement or following an application made to the Authority or such other regulatory authority by either party with a request for an order, decision, guidance, determination or direction to be made in respect of the Sewerage Charges and such amendment shall be deemed to be a valid variation of this Agreement in accordance with sub-clause 14.1 to be effective from the date of the said order, decision, guidance, direction or determination .

(a) Meter Readings

COMPANY shall provide the meter readings and total consumption to SWS Ltd of the meter readings taken from the bulk meter(s) supplying the Premises on a regular monthly basis.

(b) Invoicing and payment of Sewerage Charges

Within ten (10) Business Days of the receipt of the aggregated meter reading, SWS Ltd will invoice COMPANY for the Sewerage Charges payable under this agreement.

COMPANY shall pay the amount invoiced to SWS Ltd in full and without deduction within fifteen (15) Business Days of the date of the invoice.

(2) Trade Effluent Charge

This charge will be a charge for Trade Effluent consented by COMPANY and discharging to the Sewerage Network calculated in accordance with the Charges Scheme.

(a) Trade Effluent Volumetric and Composition Data

For all DPIDs within the Premises, COMPANY shall submit all billing information contained within the Retail Market D2 Settlement Report to SWS Ltd within five (5) Business Days after the Central Market Operating System monthly settlement report is issued.

Data for all settlement runs (P1, R1, R2, R3, R4 and RF) shall be provided for each DPID, along with a reconciliation report to identify and quantify any difference in charges between settlement runs for each DPID.

(b) Invoicing of Trade Effluent Charge

Within ten (10) Business Days of the receipt of the volumetric and composition data referred to in paragraph 2 (a), SWS Ltd will invoice COMPANY for the Trade Effluent Charge.

COMPANY shall pay the amount invoiced to SWS Ltd in full and without deduction within fifteen (15) Business Days of the date of the invoice.

(3) Infrastructure Charges

A charge payable that equates to the infrastructure charge that would be payable to SWS Ltd under s146 of the Act and Condition C of SWS Ltd's Instrument of appointment and the Charges Scheme for each premises connected to COMPANY's network if SWS Ltd was the appointed water undertaker for the Premises in place of COMPANY.

(a) Connection Records

COMPANY shall keep records of the date upon which premises are first connected to its sewers and shall notify SWS Ltd on 1 April, 1 July, 1 October and 1 January in each Charging Year of the premises and date of connection. Such information shall be provided to SWS Ltd. in the format as appended to Schedule 8 and which may from time to time be amended by SWS Ltd.

(b) Invoicing and payment of Infrastructure Charges

Within ten (10) Business Days of the receipt of the notification, SWS Ltd will invoice COMPANY for the Infrastructure Charges. COMPANY shall pay the amount invoiced to SWS Ltd in full and without deduction within fifteen (15) Business Days of the date of the invoice.

(4) Interest

Interest shall accrue and be payable daily on all overdue amounts owing pursuant to this Agreement at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time in force. Such interest to accrue before as well as after any judgement.

(5) Payment Disputes

Disputes over the amount of an invoice shall be resolved according to the following procedure:

- i) No later than five (5) Business Days before the due date for payment COMPANY may give SWS Ltd notice that it disagrees with the amount charged in that invoice,

and shall state the amount that it considers is correct together with any supporting calculations and other relevant supporting information.

- ii) Within ten (10) Business Days of receipt of the notice from COMPANY, SWS Ltd shall give notice to COMPANY of whether or not it accepts COMPANY's revised amount.
- iii) If SWS Ltd accepts COMPANY's revised amount, COMPANY shall pay the amount in full and free of deductions within fifteen (15) Business Days of receipt of SWS Ltd's notice. If the matter cannot be resolved by negotiation the parties may by agreement refer it to mediation in accordance with the procedures of the Centre for Dispute Resolution (CEDR) or some other similar body.
- iv) Where a matter has been referred to mediation, no legal proceedings shall be commenced by either party in relation to such matter while the mediation is in progress. If the parties fail to reach agreement within twenty-eight (28) days of the commencement of the mediation procedures the mediation may be treated by either party as being at an end unless agreed otherwise.
- v) The party that originally asserted an amount for the invoice that is furthest away from the amount determined pursuant to the dispute resolution procedure shall:
 - pay for the costs of the procedure; and
 - pay the reasonable costs of the other party in those proceedings to a maximum of £2,500.
- vi) If the matter is not referred to mediation or the mediation is at an end either party shall be entitled to refer the dispute to settlement by legal proceedings and the parties agree to submit to the exclusive jurisdiction of the English courts.

SCHEDULE 4

Plan of Premises showing Variation of Appointment boundary

SCHEDULE 5

Trade Effluent Provisions

1 **DEFINITIONS**

1.1 It is hereby agreed that in this Schedule 5, the terms set out below shall have the meanings hereby assigned:

“**Support**” means the provision of all reasonably necessary data and information and, in the event of any proceedings, the provision of witnesses to attend a court or tribunal and give evidence relating, inter alia, to the control of Trade Effluent and any other relevant matter connected with the Sewerage Network or the COMPANY sewerage network, as the case may be, and the obligation to provide support indemnifying the other party upon demand in respect of that other party’s reasonable costs and expenses in providing such support, provided that such demand shall be accompanied by details of the basis of calculation of such costs.

1.2 Words and expressions not defined in this Schedule 5 shall have the meanings given them elsewhere in this Agreement.

2 **RIGHT TO DISCHARGE**

2.1 Subject to the terms of this Agreement and, in particular, this Schedule 5, SWS Ltd will permit COMPANY to discharge Trade Effluent from the COMPANY sewerage network to the Sewerage Network where a Trade Effluent consent has been granted by COMPANY to the person wishing to discharge the Trade Effluent into the COMPANY sewerage network, and provided that the Trade Effluent comprises only :

- Launderette effluent, or
- Commercial Swimming Pool backwash effluent, or
- Vehicle Wash Effluent.

- 2.2 COMPANY shall not grant a trade effluent consent for the discharge of Trade Effluent categorised in 2.1 for greater than 5 m³/day to the Sewerage Network without the prior written consent of SWS Ltd (which consent SWS Ltd may not unreasonably withhold, delay or grant on unreasonable terms).
- 2.3 COMPANY shall not grant a trade effluent consent for a discharge of Trade Effluent not categorised in 2.1 to the Sewerage Network without the prior written consent of SWS Ltd (which consent SWS Ltd may not unreasonably withhold, delay or grant on unreasonable terms).

3 TRADE EFFLUENT CONSENTS

- 3.1 COMPANY shall provide SWS Ltd with a copy of any application as soon as reasonably practicable after COMPANY has received the application, and shall consult SWS Ltd as to the conditions that should be included in any Trade Effluent consent to be granted to the relevant applicant.
- 3.2 SWS Ltd shall notify COMPANY of any condition it believes, acting as a reasonable and prudent operator, should be included in any Trade Effluent consent to be granted to the relevant applicant.
- 3.3 COMPANY shall include each condition notified by SWS Ltd under Paragraph 3.2 of this Schedule 5 in any Trade Effluent consent granted to the relevant applicant.
- 3.4 If the application is referred to the Environment Agency under Section 120 of the Act, COMPANY shall notify SWS Ltd of such referral and the outcome of the same before the procedure set out in Paragraph 3.1 of this Schedule 5 shall apply.
- 3.5 COMPANY shall provide SWS Ltd with a copy of any Trade Effluent consent (or refusal of the same) issued to an applicant at the same time as providing the applicant with the same

- 3.6 COMPANY shall provide SWS Ltd with the associated DPID of any Trade Effluent consent within five (5) Business Days of DPID creation in the Central Market Operating System.
- 3.7 In the event of an appeal against the refusal of an application, SWS Ltd shall provide all support reasonably requested by COMPANY to deal with the appeal and shall, subject to the applicable procedural or other rules applying to the conduct of the appeal, be entitled to require that COMPANY include any written or other submissions that SWS Ltd may wish to make in respect of the appeal where SWS Ltd cannot make those submissions on its own behalf.
- 3.8 All Trade Effluent consents shall be reviewed no less than once every two years by COMPANY, SWS Ltd and the relevant customer.

4 **CHARGING**

- 4.1 At the same time as notifying COMPANY of the conditions that it considers should be included in a Trade Effluent consent, SWS Ltd shall also notify COMPANY of the Trade Effluent charge that will be levied on COMPANY for the provision of the Trade Effluent services with respect to the Trade Effluent covered by that Trade Effluent consent, such Trade Effluent charge to be equal to the charge that would be levied by SWS Ltd for the discharge of Trade Effluent directly into the Sewerage Network.
- 4.2 COMPANY shall provide SWS Ltd with such samples or sample analysis information of any Trade Effluent discharged into the COMPANY sewerage network as SWS Ltd may reasonably require (in accordance with a risk assessment conducted by SWS Ltd) in order to verify that the strength and composition of such Trade Effluent is in accordance with the relevant Trade Effluent consent.

4.3 COMPANY shall update and maintain the Central Market Operating System with all relevant DPID account data in order that the Trade Effluent is charged as agreed with SWS Ltd.

4.4 If at any time the charges levied by SWS Ltd for the discharge of Trade Effluent directly into the Sewerage Network by Equivalent Customers increase or decrease, then the Trade Effluent charges shall increase or decrease (as the case may be) by an equal percentage.

5 LEGAL REQUIREMENTS

5.1 The parties shall co-operate in seeking to comply with their respective duties under relevant legislation where and to the extent it is lawful to do so.

5.2 For the purposes of Paragraph 5.1 of this Schedule 5:

5.2.1 COMPANY shall administer, issue and enforce all Trade Effluent consents in accordance with relevant legislation;

5.2.2 On an annual basis, COMPANY shall provide SWS Ltd with details of the procedures that it adopts in order to enforce Trade Effluent consents and to ensure that premises on the Site comply with relevant legislation as it relates to the unauthorized discharge of Trade Effluent into the COMPANY sewerage network;

5.2.3 Each party shall notify the other as soon as reasonably practicable when it becomes aware of any matter being discharged that is capable of injuring any part of the Sewerage Network or the COMPANY sewerage network, including any matter that may interfere with the free flow of the contents of the relevant sewerage network or that may interfere with the treatment and disposal of such contents;

5.2.4 Each party shall provide all support reasonably requested by the other to respond to any enforcement action brought by a regulatory authority under any relevant legislation, or to bring any enforcement action against any third party under any

relevant legislation, or investigations that may or may not lead to enforcement action;

- 5.2.5 Each party shall respond and cooperate in a timely fashion to any reasonable request made by the other for support in mitigating, reducing or stopping the effects of any pollution that is likely to occur or has in fact occurred contrary to any relevant legislation.

6 **MEETINGS**

- 6.1 Representatives of each party shall meet not less than once every six months to discuss any matters arising out of this Schedule 5 and the operation and management of each party's obligations under it.
- 6.2 Without prejudice to Paragraph 6.1 of this Schedule 5, either party may request a meeting at any time upon reasonable notice in writing to the other to discuss any particular matter or concern arising out of or in relation to this Schedule 5, and the parties shall use their best endeavours to agree a date, time and venue for such meeting and to attend the same.
- 6.3 The parties shall agree work programs to ensure ongoing compliance with Trade Effluent consents.

SCHEDULE 6

Additional Services

Not used.

SCHEDULE 7

Contact Procedures for Operational Incidents

Wastewater network problem reported by SWS Ltd

- (1) SWS Ltd contacts COMPANY Emergency Service Centre, identifies the site in question, provides contact details and advises COMPANY of the problem.
- (2) COMPANY contacts its customers.

Wastewater network problem reported by COMPANY

- (1) COMPANY contacts SWS Ltd Customer Response and Resolution Centre (CRRC), and advises SWS Ltd of the problem.
- (2) SWS Ltd investigates and provides updates.

Contact Details

Southern Water Services Limited			
Contact	Contact Type	Available	Contact Details
Business Address	Formal contract notices and communications	Business hours	Head of Business Channels SWS Ltd Southern House Yeoman Road Worthing West Sussex BN13 3NX
CRRC	Emergency & Incident assistance 24 hours	24 hours	0330 303 0368
Wholesale Services	Operational point of contact	Business hours	0330 303 1272 Wholesaleservices @southernwater.co.uk
Billing	Routine billing queries	Business hours	0330 303 1260 miscinc@southernwater.co.uk

COMPANY Water Services Limited			
Contact	Contact Type	Available	Contact Details
Business Address	Formal contract notices and communications	Business hours	Company Address
Operational contact	Emergency & Incident assistance 24 hours	24 hours	Emergency Phone number and email address
Wastewater Operations Manager	Operational point of contact	Business hours	Operations Phone number and email address
Billing	Routine queries and issues relating to billing and payment	Business hours	Contact details

SCHEDULE 8 (New Connections Template)

Site ID	Site Name	Date Connected	Plot No.	House No.	Street Name	Town	Post Code	Household/NHH	Meter No.

Please provide cumulative/historic property connections for the site (not only those for the quarterly period)