

## AGREEMENT TO DISCHARGE LIQUID WASTE OF DOMESTIC ORIGIN

### PARTIES

- (1) **THAMES WATER UTILITIES LIMITED** (company no. 2366661) whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB ("**Thames Water**"); and
- (2) [**COMPANY**] (company no. [number]) whose registered office is at [address] ("**Discharger**");

SIMPLY HIRE LTD.	3492964	MANOR WAY, RAINHAM, ESSEX, RM13 8RH.
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### 1. Definitions

In this Agreement the following expressions shall have the meanings stated below:

<b>Agreement</b>	this agreement, including the schedules and WTD;
<b>Annual Season Ticket or AST</b>	the waste transfer note that covers a series of transfers of Waste from the Discharger to Thames Water;
<b>Charges</b>	means the relevant tariffs, and/or charges for the Services as set out in Thames Water's quotation or price on application and/or the WTD and any other liability incurred by the Discharger in connection with this Agreement;
<b>Data</b>	means all personal data (as defined in the Data Protection Laws) and other data provided by the Discharger or collected, generated or otherwise processed by Thames Water as a result of, or in connection with, the provision of the Services;
<b>Data Protection Laws</b>	means the Data Protection Act 2018, General Data Protection Regulation (EU 2016/679) ("GDPR") and Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the UK and any codes of practice, rule, policy, guidance or recommendation issued by any governmental, statutory, regulatory body or supervisory body all of which are current at the time of any Data processing by Thames Water;
<b>Discharge Location</b>	the locations at which Thames Water shall permit the Discharger to discharge the Waste under this Agreement, as set out in Schedule 1;
<b>EWC Codes</b>	European Waste Category codes;
<b>Losses</b>	means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, all interest, fines, penalties, management time and legal and other professional costs and expenses);
<b>Permitting Rules</b>	the operational requirements the Discharger shall comply with while accessing the Services and as amended from time to time and published on the Thames Water Website, the current version of which is set out in Schedule 2;
<b>Services</b>	as set out in clause 3.1;
<b>Thames Water Website</b>	<a href="https://www.thameswater.co.uk/wholesale/tankered-domestic-waste">https://www.thameswater.co.uk/wholesale/tankered-domestic-waste</a>
<b>WaSP Portal</b>	the website portal for Dischargers to view transactions and bills, as notified to the Discharger from time to time;
<b>Waste</b>	non-hazardous liquid waste of domestic origin;
<b>Waste Carriers Licence or WCL</b>	A Waste Carriers Licence issued by the Environment Agency (or other regulator) for carriers of controlled waste;
<b>WTD</b>	means Thames Water's Wholesale Tariff Document as published from time to time.

### 2. Agreement and Term

- 2.1 This Agreement shall commence on the earliest of:



- (a) the date of the last signature to this Agreement; and
- (b) the date of the Discharger's first use of the Services following receipt of this Agreement.

- 2.2 This Agreement is for a term of 12 months (the "**Term**"). On expiry of the Term, Thames Water shall not be obliged to provide the Discharger with any Services.
- 2.3 Where the Discharger accesses the Services outside of the Term, the use of such Services shall be deemed acceptance by the Discharger of the terms of any new agreement provided to the Discharger by Thames Water or, where no such new agreement has been provided, the extension of this Agreement.

### 3. **Services**

- 3.1 Thames Water shall permit the Discharger to discharge the Waste at the Discharge Locations on the terms of this Agreement (the "**Services**").

### 4. **Charges and invoicing**

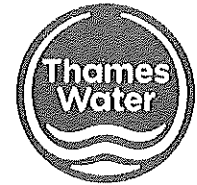
- 4.1 The Discharger will pay Thames Water the Charges in respect of each delivery of Waste discharged calculated in accordance with WTD which is in force at the date of discharge.
- 4.2 The Charges are exclusive of Value Added Tax and any other taxes that may be applicable, which will be charged in addition at the appropriate rate.
- 4.3 The Discharger will be invoiced monthly in arrears for all Charges the preceding calendar month. Thames Water may raise invoices at any other time in relation to Charges incurred in connection with this Agreement. All invoices shall be paid within 28 days of the date of the invoice without deduction or set-off. Time shall be of the essence for payment of all invoices and other sums due under this Agreement.
- 4.4 Prior to issuing an invoice Thames Water will endeavour to provide the Discharger with a summary of all the disposals, made by the Discharger, during that calendar month (the "**Domestic Billing Report**"). The Domestic Billing Report is available to view and download via the WaSP Portal.
- 4.5 Any dispute relating to the Domestic Billing Report must be raised prior to 15th day of the following month. Save in respect of manifest error, a dispute in relation to the Domestic Billing Report shall not relieve the Discharger of its obligation to pay the invoice due in connection with this Agreement.
- 4.6 If any sums owing to Thames Water are overdue Thames Water may:
  - (a) charge interest on the outstanding amount as set out in Part E of the WTD; and/or
  - (b) terminate the provision of the Services immediately (but the Discharger shall remain liable for payment of the Charges and any interest incurred to the date of termination).

### 5. **Discharge Locations**

- 5.1 On request, Thames Water shall issue the Discharger with an access card/fob to enable the Discharger to access the Services. The Discharger shall provide Thames Water with all information and documentation required by Thames Water to enable Thames Water to provide the access card / fob.
- 5.2 The discharge of Waste shall take place only at the Discharge Locations.
- 5.3 The times at which the Discharger is entitled to discharge the Waste shall be in accordance with the requirements of the Operations Manager of the Discharge Location.
- 5.4 The maximum volume that the Discharger is entitled to discharge at each Discharge Location in any 24 hour period is not limited, subject to the provisions of clauses 5.5 and 5.6.
- 5.5 Thames Water reserves the right to vary without notice the place, time and volume of Waste permitted to be discharged by this Agreement where in the opinion of the Operations Manager this is desirable for the effective and proper carrying out of Thames Water's statutory sewerage functions.
- 5.6 The Discharger will comply with any site restrictions as required by the Operations Manager of the Discharge Location.
- 5.7 Thames Water may close Discharge Locations at short or no notice to the Discharger. Discharge Locations may be closed for prolonged periods of time and must not be used by the Discharger until reopened by Thames Water and notified to the Discharger. While a Discharge Location is closed the logger at that site will be monitored by Thames Water to ensure compliance.
- 5.8 Thames Water may communicate site notices, policy changes and operational changes on through the Thames Water Website, WaSP portal, email, text or letter.

### 6. **Waste Discharge**

- 6.1 The Discharger shall comply with the Permitting Rules which are in force at the date of discharge. The current version of the permitting rules is at Schedule 2 to this Agreement. The Permitting Rules may be



updated by Thames Water from time to time by publishing on the Thames Water Website or the WaSP Portal or otherwise communicating such rules to the Discharger.

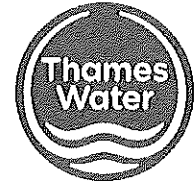
- 6.2 The Discharger is responsible for ensuring that Waste discharged has been classified in accordance with 'Technical Guidance WM 3: Guidance on the classification and assessment of waste' or other guidance as may be in force at the time of discharge.
- 6.3 The Discharger may only discharge Waste complying to the EWC codes listed on their AST.
- 6.4 The Waste shall be classified as follows:
- Weak - having a suspended solids content of 3999 milligrams per litre or less.
  - Strong - having a suspended solids content of more than 3999 milligrams per litre.
  - Unmeasured - as defined in clause 6.6.
- 6.5 Where suspended solids monitoring equipment is in operation at the Discharge Location, the Waste classification will be determined by the installed equipment. Charges will be made in accordance with WTD which is in force at the date of discharge.
- 6.6 Where suspended solids monitoring equipment is not in operation at the Discharge Location, the Waste will be classified as unmeasured, and for charging purposes will be charged in accordance with WTD which is in force at the date of discharge.
- 6.7 Thames Water will conduct onsite spot checks with the Discharger from time to time to ensure the Waste discharged is complaint, that the duty of care documentation is correct, and that the overall disposal transaction is completed appropriately and in line with this Agreement.
- 6.8 The Discharger will supply, on demand,
- (a) data to support classification of the Waste, and
  - (b) a sample of the Waste to be discharged.
- The Waste may only be discharged if it conforms to the description in the duty of care documents supplied by the Discharger to Thames Water.
- 6.9 The Discharger shall ensure that the Local Authority area from which the Waste originates must be entered into the logger at the time of discharge. If the Discharger's tanker contains loads from several different locations, then the Discharger must record on the logger at the time of discharge the Local Authority area from which the majority of the Waste comes from.
- 6.10 The Discharger hereby certifies that:
- (a) all Waste shall comply with the permitted EWC codes only, i.e. 20 03 04 (septic tank sludge), 20 03 99 (cess pool waste and other sewage sludge only) and 20 03 06 (waste from sewage cleaning) unless otherwise agreed in writing, in advance;
  - (b) no cross contamination of permitted wastes destined for disposal at a Discharge Location by other wastes will occur and that it has in place appropriate procedures to ensure that cross contamination of permitted wastes does not occur;
  - (c) it will not discharge at any Discharge Location:
    - (i) any matter which either alone or in combination with other matter with which it is likely to come into contact is dangerous or would injure or obstruct the treatment of that matter or cause injury to and/or damage to the health of any person at any Discharge Location;
    - (ii) any petroleum spirit, calcium carbide, thiourea or thiourea derivatives, non-biodegradable detergents, condensing water or matter with a pH value less than 6.0 or greater than 11.0;
    - (iii) any fats, oil or grease.

## 7. Discharger Conduct

- 7.1 The Discharger shall use the Discharge Location and all equipment thereon with the utmost skill and care and in particular the Discharger:
- (a) warrants it is familiar with and shall comply with:
    - (i) the Thames Water Permitting Rules;
    - (ii) Thames Water Safe System of Work and Site Induction requirements (provided on request);
    - (iii) all rules and requirements of each Discharge Location;
  - (b) must carry with them signed copies of both their AST and their WCL at all times when accessing the Discharge Location;
  - (c) act at all times with a degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced professional, seeking in good faith to comply with its contractual and legal obligations; and



- (d) shall behave in a polite, professional and courteous manner at all times whilst present on the Discharge Location and while speaking or corresponding with Thames Water staff.
- 7.2 The Discharger shall be responsible to Thames Water for any damage caused to the Discharge Location or equipment thereon by the Discharger's use of the Services, use of the equipment or otherwise due to the Discharger's presence on (including entry to and exit from) the Discharge Location.
- 7.3 The Discharger shall indemnify Thames Water against all Losses which Thames Water suffers or incurs as a result of or arising in connection with any damage caused to the Discharge Location or equipment thereon by the Discharger's use of the Services, use of the equipment or otherwise due to the Discharger's presence on (including entry to and exit from) the Discharge Location. For the avoidance of doubt, such losses may include liquidated damages and loss of revenue in connection with the loss of amenity of the Discharge Location.
- 8. Discharger Obligations**
- 8.1 The Discharger shall obtain, maintain during the Term and comply with at all times a Waste Carriers Licence.
- 8.2 The Discharger shall at all times during the Term and in particular in relation to in the handling of the Waste and in the use of the Services comply with:
- (a) its duty of care responsibilities under Section 34(1) of the Environmental Protection Act 1990;
  - (b) all codes of practice issued pursuant to section 34(7) of the Environmental Protection Act 1990;
  - (c) any modified duty or code of practice issued pursuant to the Environmental Protection Act 1990 or any statutory modification or re-enactment of the same.
- 8.3 Notwithstanding the generality of clause 8.2 the Discharger shall:
- (a) prevent anybody without an environmental permit (or a suitable exemption) from keeping, depositing, disposing of or recovering the Waste;
  - (b) prevent the escape of the Waste by ensuring it is appropriately stored/packed;
  - (c) ensure that the Waste is transferred only to a person authorised to deal with that particular type of waste; and
  - (d) when receiving/transferring the Waste, provide a written description of the Waste and a transfer note/consignment note.
- 8.4 The Discharger must provide the duty of care documents to Thames Water on an annual basis. The documents will be checked and only when it is confirmed that the documents are in order at the absolute discretion of Thames Water will the Discharger be permitted to access the Services.
- 8.5 When applying for or renewing an AST the Discharger must select which of the three waste EWC codes they wish to apply for authorised for discharge. The Discharger may only discharge Waste complying to those EWC codes listed on their AST, as issued by Thames Water.
- 8.6 It's the Discharger responsibility to ensure that Thames Water has up to date contact details for the Discharger and to read all communications.
- 9. Data Protection**
- 9.1 In relation to the Data, Thames Water and the Discharger shall at all times comply with the requirements of the Data Protection Laws and shall not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws. This Clause 9 is in addition to, and does no relieve, remove or replace a party's obligations or rights under the Data Protection Laws.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Laws, the Discharger and Thames Water are each independent controllers of the Data.
- 9.3 Without prejudice to the generality of clause 9.1, the Discharger will ensure that it has all necessary appropriate consents and notices in place and appropriate lawful basis to enable lawful transfer of the Data to Thames Water for the duration and purposes of this Agreement.
- 10. Indemnity and Liability**
- 10.1 The Discharger shall indemnify Thames Water against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever which may be made against Thames Water in connection with:
- (a) the performance by the Discharger of the requirements of this Agreement; and/or
  - (b) the Discharger's use of the Services; and/or
  - (c) any action brought against Thames Water by the non-household customer or any third party with respect to the Services; and/or



(d) any matter with respect to provision of Services;  
save to the extent that such actions, claims, demands, proceedings, damages, costs, charges and expenses arise directly from the negligence of Thames Water or its employees.

10.2 If Thames Water, its employees or agents have any liability to the Discharger for any Losses, such liability shall in all cases whatsoever be limited to the payment by Thames Water on its own behalf and on behalf of its employees or agents of an amount equal to the applicable Charges paid for the particular service in dispute and where that particular service is an ongoing service, then the liability shall be limited to an amount equal to the previous year's applicable Charges.

10.3 Nothing in this Agreement shall exclude or limit the liability of either party:

- (a) arising from death or injury to persons caused by its negligence;
- (b) arising as a result of fraud;
- (c) which cannot be excluded or limited at law.

## 11. Suspension and Termination

11.1 Thames Water may terminate the agreement or suspend the provision of the Services (including in relation to a specific Discharge Location) immediately without notice where:

- (a) the Discharger's Waste Carriers Licence provided to Thames Water reaches its expiry date;
- (b) the Discharger's Annual Season Ticket provided to Thames Water reaches its expiry date.

11.2 Thames Water may terminate the agreement or suspend the provision of the Services (including in relation to a specific Discharge Location) immediately on notice where:

- (a) the Discharger fails to observe or comply with any of the conditions of this Agreement (including the Permitting Rules) and in particular any breach of clause 7.1 (Discharger Conduct);
- (b) the Discharger fails to pay on demand any amount due to Thames Water;
- (c) if equipment used to deliver the Service is no longer available or working;
- (d) if Thames Water is prevented by a legal authority or any other legal reason from providing the Service; and/or
- (e) a Force Majeure Event.

11.3 On suspension of the Services under clauses 11.1, 11.2(a) or 11.2(b), where Thames Water at its absolute discretion subsequently agrees to recommence provision of the Services, Thames Water may charge the Discharger a reasonable administration fee to recommence provision of the Services.

11.4 Either party shall be entitled to terminate this Agreement for convenience by one month's notice to the other in writing.

## 12. General

12.1 **FORCE MAJEURE:** Neither party shall be liable to the other for any failure or delay in carrying out its obligations hereunder where such failure or delay is caused by circumstances beyond its control which it could not reasonably be expected to have foreseen at the time the Agreement was made and whose effect it could not reasonably have avoided or overcome ("**Force Majeure Event**") and for the avoidance of doubt shall include those circumstances set out in Part C of the WTD (under the heading 'Circumstances outside our control').

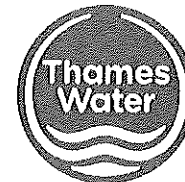
12.2 **ASSIGNMENT:** Neither party shall assign, transfer, charge, subcontract or deal in any other manner with all or any part of its rights or obligations under the Agreement without the prior written consent of the other party.

12.3 **SEVERANCE:** If a court or any other competent authority finds that any provision (or part of any provision) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.4 **THIRD PARTY RIGHTS:** A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce any of its terms.

12.5 **CHANGE OF TERMS AND CONDITIONS:** The WTD is subject to change. The applicable WTD shall be those that are in place at the time of each Discharge.

12.6 **LAW & JURISDICTION:** The Agreement shall be subject to English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.



This Agreement is entered into on the date as defined in clause 2:

**SIGNED** ) *Angela Beere*  
**PRINT NAME** )  
for and on behalf of ) *A Beere*  
**THAMES WATER UTILITIES LIMITED** )  
Dated: 16/12/2020

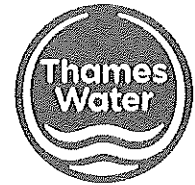
**SIGNED** *ANORCROSS* )  
**PRINT NAME** *AIMEE NORCROSS* )  
for and on behalf of )  
**DISCHARGER** )  
*SIMPLYHIRE LTD* Dated: *07.12.2020*

**SCHEDULE 1 – DISCHARGE LOCATIONS**

The Discharge Locations listed on the Thames Water Website as updated from time to time

The Discharge Locations as at the date of this Agreement are:

- Alton S.T.W.
- Aylesbury S.T.W.
- Banbury S.T.W.
- Basingstoke S.T.W.
- Beckton S.T.W.
- Bicester S.T.W.
- Bishops Stortford S.T.W.
- Camberley S.T.W.
- Chertsey S.T.W.
- Cirencester S.T.W.
- Crawley S.T.W.
- Crossness S.T.W.
- Dartford S.T.W.
- Deephams S.T.W.
- Didcot S.T.W.
- East Hyde S.T.W.
- Farnham S.T.W.
- Godalming S.T.W.
- Guildford S.T.W.
- Leatherhead S.T.W.
- Little Marlow S.T.W.
- Maple Lodge S.T.W.
- Merstham S.T.W.
- Mogden S.T.W.
- Nags Head Lane S.T.W.
- Newbury S.T.W.
- Oxford S.T.W.
- Reading S.T.W.
- Rye Meads S.T.W.
- Sevenoaks Dunbrik Depot
- Slough S.T.W.
- Swindon S.T.W.
- Wantage S.T.W.
- Wargrave S.T.W.
- Witney S.T.W.
- Woking S.T.W.



## SCHEDULE 2 – PERMITTING RULES

### Personal Protective Equipment (PPE)

The following minimum PPE must be put on by the driver when exiting the vehicle cab (if not already his/her Company policy to be worn whilst driving):

- Hard Hat (bump caps not acceptable)
- Safety glasses/goggles
- High visibility coat/jacket, polo shirt or hi-viz vest (with suitable sleeved shirt underneath)
- Cut proof protective gloves
- Safety boots (not shoes)
- Long Trousers (not shorts). **Please note: The wearing of shorts of any length is not acceptable & trousers must cover the ankles.**

### Traffic Management Rules

- Vehicles must be roadworthy and have a valid MOT, Road Tax & Insurance.
- Drivers must obey all site signage & traffic management plans.
- Drivers must wait for electric gate to close behind vehicle both on entry & exit, before proceeding.
- Access to the discharge point is via the designated route only.
- Site speed limits must be obeyed. Drive in accordance with prevailing conditions.
- Where no speed limit sign is visible assume the speed limit is 10 mph (or 5 mph where pedestrian PPE free routes are marked).
- Seat belts must be worn at all times whilst driving.
- Mobile phones must not be used whilst driving, including hands free systems.
- All vehicles may be subject to search when entering or exiting the site.
- No children, pets or unauthorised passengers are allowed on site (even if kept in vehicle).
- Drivers must confine themselves to the cess discharge area only.
- Drivers must not park up for breaks / rest periods along logger access route, or elsewhere on site.
- If in doubt **STOP** and contact site staff for assistance.

### Operation of logger equipment

- Drivers/operatives must remain in view of the rear of their vehicle for the duration of the discharge to ensure safe delivery of cess through the logger & check on disposal pressure of their vehicle.
- Mobile phones must not be used whilst operating logger equipment.
- Drivers must blow through pipe at end of discharge to ensure pipe is clear of effluent prior to disconnecting.
- After completing their discharge drivers must ensure they have disconnected the discharge hose & placed it back on the hose stand (where provided).

### Site Tidiness

- Please take your rubbish away with you. DO NOT drop litter on our sites. Bins, where provided at the cess logger are for soiled gloves only.
- If you have a spillage please clean it up. If you are unable to do so please notify site staff.

### Site Behaviour

- Foul, abusive & offensive language or behaviour will not be tolerated.
- Smoking and/or vaping in the cess reception area is not permitted.
- Drugs and alcohol - the use of controlled substances, alcohol and/or non-prescribed prescription drugs is not permitted on any Thames Water site. If you are believed to be under the influence of any of the above you will be asked to leave the site and may be banned from returning. Alcohol/drugs testing may be conducted, on our sites, at random.

### Welfare

- Thames Water does not provide welfare facilities for domestic waste drivers & operatives unless specific local arrangements have been agreed. Anyone found acting inappropriately will be asked to leave site & may be barred.

### Contact Us

- Commercial Operations Admin Office: 0203 577 9593 (office hours only, 7am to 5pm, Mon to Friday).
- In case of Emergency call Thames Water Waste Operations Control:  
Tel: 0800 009 3908 (number manned 24 hours/365 days of the year).

