



AGREEMENT TO DISCHARGE LIQUID WASTE OF DOMESTIC ORIGIN

THIS AGREEMENT is made between **THAMES WATER UTILITIES LIMITED** ("Thames Water") and **WATERS WASTE SERVICES LTD** - ("the discharger") for the reception by Thames Water of liquid waste of domestic origin ("the Waste").

1. It is agreed by Thames Water and the Discharger that the Discharger is entitled to discharge the Waste to Discharge Locations owned by Thames Water provided the Discharger complies with all the conditions of this Agreement.
2. The discharge shall take place only at the Discharge Locations set out in Column 1 of Schedule 1 to this Agreement, subject to the issue, on request, of a valid access card.
3. The maximum volume that the Discharger is entitled to discharge at each Discharge Location in any 24 hour period is the volume set out in Column 2 of Schedule 1 to this Agreement.
4. The waste will be wholly domestic in origin. "Domestic" shall be construed in accordance with Section 117 (1) Water Industry Act 1991 and shall mean:
 - (i) the contents of lavatories
 - (ii) water which has been used for cooking or washing not being water used for the business of laundry or for the business of preparing food or drink for consumption otherwise than on the premises
 - (iii) surface water
5. The Waste shall be classified as follows:-
 - (a) Weak - having a suspended solids content of 399 milligrams per litre or less.
 - (b) Strong - having a suspended solids content of more than 399 milligrams per litre.
 - (c) Unmeasured - as defined in clause 6(b).



6. (a) Where suspended solids monitoring equipment is in operation at the Discharge Location, the waste classification will be determined by the installed equipment.

(b) 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 Thames Water's Charges Scheme which is currently in force at the date of the discharge.
7. The Discharger will pay to Thames Water in respect of each delivery of Waste discharged a sum calculated in accordance with Thames Water's Charges Scheme which is currently in force at the date of the discharge.
8. The discharger will supply, on demand, a sample of the waste to be discharged.
9. 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.
10. The Discharger will comply with any site restrictions as required by the Operations Manager of the Discharge Location.
11. Thames Water hereby reserves the right to vary without notice the place, time and volume of waste hereby permitted to be discharged 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.
12. Accounts will be rendered by Thames Water to the Discharger from time to time and normally at monthly intervals. Each account must be paid within twenty-eight days of the date of the account.
13. 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 the performance by the Discharger of the requirements of this Agreement save to the extent that such actions, claims, demands, proceedings, damages, costs, charges and expenses arise as a result of the negligence of Thames Water or its employees.



- 14. If the Discharger fails to observe or comply with any of the conditions of this Agreement Thames Water will be entitled, at its absolute discretion, to terminate the Agreement forthwith and withdraw all discharge facilities.

- 15. Either party shall be entitled to terminate this Agreement by one months notice to the other in writing.

Date this Day of 2013

Signed

On behalf of

Position with the Discharger

Signed *A. I. Glover*

On behalf of **THAMES WATER UTILITIES LIMITED**

Position with Thames Water: *P.P./* **CONTRACTS MANAGER**