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**WASTE SERVICES CONTRACT**

Packaging Services Special Conditions

WSC-CON-PSE

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# Packaging Services Special Conditions

## 1 General

### Status and effect 10

- 10.1 These Special Conditions are the Packaging Services Special Conditions applicable to any Packaging Service within the Logistics Service Option and have effect as described in the Conditions of Contract set out in Schedule 1 of the Waste Services Contract.

### Introduction 11

- 11.1 As operator of the Repository, LLWR is seeking to preserve the capacity and so extend the operational life of the Repository by securing alternative waste treatment and disposal routes. LLWR has developed the Logistics Service Option identified as Packaging Services in furtherance of this objective to offer the Customer Containers for hire or purchase and additional support services.

### Identified and defined terms 12

- 12.1 Unless the contrary is expressly stated, terms used in these Special Conditions have the meanings given in the Conditions of Contract.
- 12.2 In these Special Conditions the following additional or changed meanings apply.
- (1) Available for Release means that the Ordered Containers will be available for Collection by the Customer on Release.
  - (2) The Availability Notice is the notice issued by LLWR to the Customer informing the Customer that the Ordered Containers are Available for Release.
  - (3) Collection means collection by the Customer of the Ordered Containers from the Collection Location and takes place when:
    - lifting gear controlled by the Customer or any party acting on behalf of the Customer is attached to an Ordered Container; or
    - an Ordered Container is placed on vehicle operated by or on behalf of the Customer;

whichever occurs first.

- (4) Collection Location means the location identified as such in the Logistics Services Quotation.
- (5) Container means any Transport Container or Disposal Container forming the subject of a Logistics Services Form.
- (6) A Defect is any non-compliance with any warranty given by LLWR as set out in these Packaging Services Special Conditions. Defective has a corresponding meaning.
- (7) A Disposal Container is a container approved for use to consign Waste to the Repository or alternative disposal facilities for disposal in accordance with the Service Information.
- (8) The Extended Hire Charge is the sum identified as such in the Logistics Services Quotation or (if no such sum is identified in the Logistics Services Quotation) in the Service Price List included in Schedule 8 to the Waste Services Contract.
- (9) The Hire Period is the period of 3 calendar months from Collection or such other period as may be identified as the Hire Period in the Logistics Services Quotation, subject to any change in accordance with these Packaging Services Special Conditions.
- (10) A Hired Container is any Ordered Container hired to the Customer under the Packaging Services Special Conditions.
- (11) An Invoice is an invoice issued by LLWR to the Customer in accordance with these Packaging Services Special Conditions for all or any part of the Price.
- (12) The Lead-time is the period identified as such in the Logistics Services Quotation subject to any change in accordance with these Packaging Services Special Conditions.
- (13) Logistics Services Form is the initial form issued by the Customer to request Logistics Services from LLWR.
- (14) The Logistics Services Quotation is LLWR's quotation to the Customer in response to a Logistics Services Form.
- (15) The Ordered Containers are the Containers forming the subject of the accepted Logistics

Services Quotation.

- (16) The Parties are the Customer and LLWR.
- (17) The Price comprises the sum(s) identified as the price or hire charges (as the case may be) in the Logistics Services Quotation, subject to any change in accordance with these Packaging Services Special Conditions.
- (18) The Quotation Acceptance is the form of acceptance attached to the Logistics Services Quotation as completed and submitted by the Customer to LLWR in accordance with these Packaging Services Special Conditions.
- (19) The Release Request is the notice issued by the Customer to LLWR in accordance with these Container Supply Conditions requesting release of the Ordered Containers.
- (20) The Release Authorisation Number is the authorisation code issued by LLWR allowing the Customer to Collect the Ordered Containers.
- (21) Service Period means the service period specified in the Contract Data.
- (22) A Supplier is a person or organisation who has a contract with LLWR to supply any or all of the Ordered Containers. Where provisions of the Waste Services Contract are incorporated into these Packaging Services Special Conditions, the term Subcontractor is synonymous with the term Supplier.
- (23) A Transport Container is a container used or to be used in accordance with the Service Information for the purpose of consignment of Waste for any Waste Service Option.
- (24) The Transport Regulations are the Regulations for the Safe Transport of Radioactive Materials (2009 Edition) published by the International Atomic Energy Agency.
- (25) Waste Services Contract is the contract entered into between LLWR and the Customer identifying these Packaging Services Special Conditions.
- (26) A Working Day is any day other than: Saturday; Sunday; and any day that is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971.

<b>Interpretation</b>	<b>13</b>	
	13.1	The principles of interpretation set out in the Conditions of Contract apply to these Special Conditions.
<b>2 Quotation and acceptance</b>		
<b>Logistics Services Form</b>	<b>20</b>	
	20.1	At any time during the Service Period the Customer may submit a Logistics Services Form to LLWR.
	20.2	The Logistics Services Form identifies: <ul style="list-style-type: none"> <li>• the quantity of each type of container listed in the blank Packaging Services Form (as appended to the Packaging Services Guide) in respect of which the Customer seeks a quotation from LLWR for hire or purchase; and</li> <li>• where relevant, the earliest date on which the Customer would be willing to Collect such containers.</li> </ul>
	20.3	If the Customer seeks a quotation from LLWR for hire or purchase of a container of a type not listed in the blank Logistics Services Form, prior to submission of the Logistics Services Form the Customer contacts LLWR and the Parties agree whether the Logistics Services Form may be submitted in respect of such type of container.
<b>Logistics Services Quotation</b>	<b>21</b>	
	21.1	Within 5 Working Days following receipt of the Logistics Services Form or any longer period notified by LLWR in accordance with the following, LLWR: <ul style="list-style-type: none"> <li>• provides the Logistics Services Quotation to the Customer;</li> <li>• notifies the Customer that it declines to provide the Logistics Services Quotation; or</li> <li>• notifies the Customer of any longer period required in which to provide a response.</li> </ul>
	21.2	The Logistics Services Quotation is issued subject to these Container Supply Conditions and states: <ul style="list-style-type: none"> <li>• the Price or mechanism for calculating the Price;</li> </ul>

- the Lead-time; and
- the Collection Location;

in respect of the containers forming the subject of the Logistics Services Form.

21.3 The Logistics Services Quotation is open for acceptance by the Customer for 30 days from the date of issue by LLWR. To accept the Logistics Services Quotation the Customer submits the Quotation Acceptance to LLWR.

### 3 Container availability and collection

#### Availability for Release 30

30.1 Following receipt of the Quotation Acceptance LLWR makes the Ordered Containers Available for Release on or before expiry of the Lead-time.

30.2 When the Ordered Containers are Available for Release LLWR issues the Availability Notice.

30.3 Not later than three Working Days prior to Collection, the Customer issues the Request for Release to LLWR by email to the email address notified by LLWR for that purpose. The Request for Release states the time and Working Day on which the Customer proposes to Collect the Ordered Containers.

30.4 Not later than two Working Days following receipt of the Request for Release LLWR issues the Release Authorisation Number to the Customer and either:

- confirms that the time and Working Day for Collection as proposed in the Request for Release are acceptable; or
- proposes an alternative time and Working Day for Collection.

30.5 Following receipt of the Release Authorisation Number:

- the Customer Collects the Ordered Containers at the time and on the Working Day confirmed by LLWR or at such other time and/or on such other Working Day as may be agreed between the Customer and LLWR; and
- the Customer quotes the Release Authorisation Number to the Supplier or other person holding the Ordered Containers as confirmation of LLWR's authorisation for such person to release

the Ordered Containers to the Customer.

- 30.6 Immediately on Collection the Customer notifies LLWR of:
- the quantity of each type of Ordered Containers Collected; and
  - the individual identity numbers for those containers.

## 4 Payment

### Invoices 40

- 40.1 LLWR issues an Invoice to the Customer together with or following the Availability Notice.
- 40.2 Where the Logistics Services Quotation is for sale to the Customer of the Ordered Containers, the Logistics Services Invoice is for the Price.
- 40.3 Where the Logistics Services Quotation is for hire to the Customer of the Ordered Containers:
- the Invoice is for the Price for the Hire Period; and
  - the Parties acknowledge that where the Ordered Containers are for use in connection with a Waste Service under the Waste Services Contract, the Price as set out in the Logistics Services Quotation and applicable to the Hire Period may be a nominal sum to reflect allowances made by LLWR in calculating charges for such Waste Service.
- 40.4 LLWR issues further Invoices to the Customer following any change in the Price in accordance with these Packaging Services Special Conditions. Each further Packaging Services Invoice is for the amount of the increase in the Price (if any).



## 5 Adjustments to Price and Lead-time

### Price adjustments 50

50.1 If the Parties agree a change to the type, quantity or specification of the Ordered Containers LLWR will submit a revised Logistics Services Quotation to the Customer. If that revised Logistics Services Quotation is accepted by the Customer in accordance with these Packaging Services Special Conditions:

- the revised Logistics Services Quotation takes effect in substitution for the original Packaging Services Quotation; and
- the Price is adjusted accordingly.

50.2 If any revised Logistics Services Quotation is not accepted in the manner and within the time allowed in these Packaging Services Special Conditions then unless the Parties agree otherwise LLWR will provide and the Customer will Collect and pay for the Ordered Containers in accordance with the original accepted Logistics Services Quotation.

50.3 Where the Logistics Services Quotation is for hire to the Customer of the Ordered Containers and the Customer does not return the Ordered Containers in accordance with these Packaging Services Special Conditions, the Price is increased by an amount equal to the Extended Hire Charge:

- on expiry of the Hire Period; and
- on expiry of each subsequent period of three calendar months during which the Customer does not return the Ordered Containers.

Unless the Parties agree otherwise in writing, an increase of the Price in accordance with the above provisions does not entitle the Customer to retain the Hired Containers for any period.

### Lead-time adjustments 51

51.1 LLWR is entitled to adjust the Lead-time:

- (1) for consistency with any revised Logistics Services Quotation accepted by the Customer;
- (2) following a request by the Customer for a revised Logistics Services Quotation, by a period equal to the period between such request and acceptance or expiry of the revised Logistics Services

Quotation; and

- (3) as may be agreed between LLWR and the Customer.

## 6 Title and intellectual property

### Sale of Ordered Containers 60

60.1 Where the Logistics Services Quotation is expressed to be for sale to the Customer of the Ordered Containers, title in the Ordered Containers vests in the Customer on:

- payment of the Price in full; or, if later
- completion of manufacture of the Ordered Containers and allocation to the Customer.

Title in the Ordered Containers remains vested in LLWR or LLWR's Supplier until receipt by LLWR of payment of the Price in full notwithstanding prior Collection of the Ordered Containers.

60.2 Where title in the Ordered Containers vests in the Customer prior to Collection the Ordered Containers are marked as the property of the Customer.

### Hired Containers 61

61.1 Where the Logistics Services Quotation is expressed to be for hire to the Customer of the Ordered Containers title in the Ordered Containers remains vested in LLWR.

### Intellectual property 62

62.1 Nothing in these Packaging Services Special Conditions transfers to the Customer any IP Rights in specifications, plans, drawings, process information, patterns or designs in or relating to the Ordered Containers or otherwise supplied by or on behalf of LLWR in connection with the Packaging Services Special Conditions.

## 7 Hired containers

### Maintenance and use 71

71.1 The Customer:

- maintains the Hired Containers in a clean condition;

- monitors the state and condition of the Hired Containers; and
- notifies LLWR promptly of any suspected Defect or the development of faults in the Hired Containers.

71.2 The Customer does not, and does not permit any other person to, remove or deface any mark on or information attached to any Hired Container.

71.3 The Customer does not use or permit any Hired Container to be used:

- for any purpose other than a purpose for which such Hired Container was designed and intended; and
- other than in compliance with all relevant requirements of the Transport Regulations.

**Loss and damage 72**

72.1 The Customer notifies LLWR immediately in the event of any accident, loss or damage to any Hired Container.

72.2 If prior to return of any Hired Container in accordance with these Packaging Services Special Conditions loss or damage occurs to such Hired Container due to any cause other than the neglect or default of LLWR its servants or agents, the Customer pays all reasonable costs incurred by LLWR in affecting repairs or replacing the damaged Hired Container. LLWR may (at its option) add such costs to the Price or recover such costs from the Customer as a debt.

**Return 73**

73.1 The Customer returns the Hired Containers on or before termination or expiry of the Hire Period in the same conditions as at Collection (fair wear and tear excepted).

73.2 Where a Hired Container is used by the Customer in forming a Waste Consignment under the Waste Services Contract, Delivery of such Waste Consignment in accordance with the Waste Services Contract constitutes return of the Hired Container. In all other cases the Customer delivers the Hired Container to the Repository or to such other site as may be notified by LLWR and (in each case) places the Hired Container in a position instructed by LLWR.

## 8 Warranties

### Information provided to LLWR 80

- 80.1 The Customer is responsible for the completeness and accuracy of all information provided to LLWR on the Logistics Services Form

### Warranties relating to Ordered Containers 81

- 81.1 LLWR warrants to the Customer that at the time of Collection the Ordered Containers:

- are of the type and comply with any applicable requirements and specifications set out or referred to in the Logistics Services Quotation;
- comply with relevant provisions of the Service Information current at the time of Collection;
- comply with all applicable regulatory requirements and the law relating to supply of such containers for use within the United Kingdom;
- are approved in accordance with the International Convention for Safe Containers 1972 (as amended); and
- comply with all applicable requirements of the Transport Regulations and are accompanied by all requisite certificates of approval, general arrangement drawings and operating instructions or instructions to the Customer as to how to obtain such documentation from LLWR's website.

- 81.2 With the exception of the warranties expressly set out above, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

### Inspection on Collection 82

- 82.1 On or as soon as reasonably practicable following Collection the Customer undertakes an inspection of the Ordered Containers to ascertain that the Ordered Containers:

- comply with the warranties set out in these Container Supply Conditions; and
- are otherwise suitable for the purpose for which the Customer intends to use the Ordered Containers.

82.2 The Customer's inspection is of an extent in terms of matters covered and level of detail that would be undertaken by a reasonable and prudent entity experienced in transportation of radioactive materials and seeking to ensure:

- that the Ordered Container's comply with all warranties set out in these Packaging Services Special Conditions; and
- compliance with its own statutory, regulatory and licence obligations relating to transportation of radioactive materials using the Ordered Containers.

**Breach of warranty 83**

83.1 The Customer notifies LLWR of any Defect:

- within 10 Working Days of Collection of the relevant Ordered Containers; or
- where the Defect is not apparent on inspection in accordance with these Packaging Services Special Conditions, within 10 Working Days of discovery of the Defect.

83.2 If the Customer does not give such notice in the times stated:

- LLWR has no liability in respect of any such Defect;
- the Customer has no right to reject any or all of the Ordered Containers by reason of any such Defect; and
- the Customer pays the Price in full regardless of any such Defect.

83.3 In the event of a Defect LLWR may (in its discretion):

- repair or replace the Defective Ordered Containers free of charge; or
- refund the relevant part of the Price;

and in either case LLWR will reimburse reasonable direct transportation costs incurred by the Customer in Collection of Defective Ordered Containers, returning any Defective Ordered Container to LLWR and Collection of any replacement.

For the purposes of the above, the relevant part of the Price is the part of the Price that relates to the Defective

Ordered Containers and, in the case of a Defective Hired Container, to the period of hire after notification of the Defect.

83.4 LLWR has no liability in respect of any Defect other than as expressly set out above.

## 9 Records audits and inspections

### Maintaining records, inspections and audits 90

90.1 The Parties maintain records demonstrating compliance with their respective obligations under the Packaging Services Special Conditions in relation to each Ordered Container. Such records:

- comply with all relevant legal and regulatory requirements and the Logistics Services Documents;
- comply with any contractual obligations of LLWR to NDA notified to the Customer; and
- demonstrate compliance with the Transport Regulations in relation to maintenance and use of the Ordered Containers.

90.2 Whenever reasonably requested by LLWR, the Customer provides access for LLWR and representatives appointed by LLWR or the NDA to any site at which such records are kept or at which any Ordered Container is or has been stored or loaded for the purpose of:

- inspecting and taking copies of such records; or
- witnessing and auditing compliance by the Customer with its obligations relating to the maintenance and use of Ordered Containers;

## 10 Risk, liability and insurance

### Risk in Ordered Containers

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100.1

Unless the contrary is expressly stated in these Packaging Services Conditions, as between LLWR and the Customer:

- before Collection LLWR carries all risks relating to the Ordered Containers; and
- from Collection the Customer carries all risks relating to the Ordered Containers.

100.2

Unless the contrary is expressly stated in these Packaging Services Special Conditions the following are LLWR's risks after Collection:

- Claims, proceedings, compensation and costs due to any Defect that has not been discovered by the Customer and could not reasonably have been discovered by the Customer by means of inspection in accordance with these Packaging Services Special Conditions.

### Restriction of Liability

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101.1

LLWR's liability to the Customer arising under or in connection with these Packaging Services Special Conditions or otherwise relating to the Ordered Containers or the Logistics Services Quotation, whether in contract, for breach of contract, in tort (including negligence), for breach of statutory duty, misrepresentation or otherwise howsoever arising shall not exceed:

- in the case of sale of the Ordered Containers, the Price payable by the Customer for the Ordered Containers multiplied by two; or
- in the case of hire of the Ordered Containers, the Price payable by the Customer for hire of the Ordered Containers for the Initial Hire Period multiplied by two or the value of the Ordered Containers as stated in the Accepted Logistics Services Quotation multiplied by two, if greater.

## 11 Termination

### Consequences of Termination

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110.1

The Customer will pay for all Ordered Containers provided, including (where applicable) all periods of hire prior to the termination taking effect.