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**WASTE SERVICES CONTRACT**

Transport Services Special Conditions

WSC-CON-TSE

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# Transport Services Special Conditions

## 1 General

### Status and effect 10

10.1 These Special Conditions are the Transport Services Special Conditions applicable to any Transport 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 Transport Services in furtherance of this objective to offer the Customer rail, road and / or sea transportation services for waste.

11.2 In addition to the transport of waste, LLWR is able to offer the Customer transportation services for other materials it may wish to transfer to third parties or within a Customer Site.

### 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) A Container is a Disposal Container or Transport Container as may be applicable.
- (2) Logistics Services Form is the initial form issued by the Customer to request Logistics Services from LLWR.
- (3) Logistics Services Quotation is the quotation governing the Logistics Services, as issued to the Customer.
- (4) A Means of Transport is any ship, train, vehicle, or other method of transport used or intended for use by LLWR or a Subcontractor for or in connection with transportation of the Goods in the course of Providing the Services.
- (5) Purchase Order is the purchase order issued by the Customer which governs a Logistics Service Quotation.

- (6) Recipient is the ultimate recipient of the Consignment under the Transport Services.
- (7) Recipient Site is the ultimate destination of the Consignment under the Transport Services
- (8) The Train Slots are a train movement or series of train movements, identified by arrival and departure times at each of the start, intermediate (where appropriate) and end points of each train movement.

**Interpretation 13**

13.1 The principles of interpretation set out in the Conditions of Contract apply to these Special Conditions.

**2 Quotation and acceptance**

**Logistics Services Form 20**

20.1 The Customer informs LLWR when it requires Transport Services, in accordance with the Logistics Services Documents, by issuing a Logistics Services Form to LLWR.

20.2 The Logistics Services Form contains any necessary information for the formulation of the Service Information and includes a description of the Goods to be transported.

**Logistics Service Quotation 21**

21.1 Within five (5) Working Days of LLWR receiving a Logistics Services Form, LLWR authorises and sends a completed Logistics Services Quotation to the Customer.

21.2 The Logistics Services Quotation forms the Service Information for the purpose of these Special Conditions.

21.3 The Logistics Services Quotation is open for acceptance by the Customer from the date of issue by LLWR up to the date specified within the Logistics Services Quotation.

**Purchase Order 22**

22.1 Where the Customer accepts the Logistics Services Quotation, it forwards a Purchase Order to LLWR complete with the signed Logistics Services Quotation.

22.2 Where the applicable Service Information requires an Accepted Programme for a Service, LLWR procures that its Subcontractors informs the Customer of the first programme in accordance with the applicable Service Information, following receipt of a signed quotation. The Customer advises the Service Manager of any reasonably required

amendments to the Transport Services.

- 22.3 If the Customer requires any amendments to the Transport Services other than a change to a Key Date, LLWR reserves the right to amend and re-issue the Logistics Services Quotation. The Customer accepts the revised Logistics Service Quotation by re-issuing a signed Quotation and, if necessary, a new Purchase Order.

### **3 Consignment and transport**

#### **Transportation 30**

- 30.1 LLWR provides all Means of Transport for carriage of the Waste from the Customer Site to the Recipient Site.
- 30.2 The Parties have the roles and comply with their respective obligation under the CDG Regulations as identified in the applicable Service Information.

#### **Changes to the Logistics Services 31**

- 31.1 If Network Rail considers that the continued operation of a rail line required for the Transport Service is no longer tenable at the price paid by LLWR or its Subcontractors at the time the Transport Service is ordered, LLWR reserves the right to withdraw that part of the Transport Services using that line. The Customer is given not less than three months notice of such intentions and the option of securing continuation of the provision of such part of the Transport Service by providing reasonable financial support to enable the line to be retained and maintained.

#### **Obligations of LLWR 32**

- 32.1 LLWR uses all reasonable endeavours to ensure that the Transport Services are carried out in accordance with the Service Information and Good Industry Practice.
- 32.2 LLWR makes the Transport Service available to the Customer on a timely basis, so as to enable the transport of the relevant Goods on the dates specified in the Service Information.
- 32.3 LLWR procures that the Transport Services are carried out in accordance with the NDA Transport & Logistics Strategy, the Act, the Regulations and all other applicable legal and regulatory requirements.
- 32.4 Where the Transport Services include the provision of Rail Services, LLWR uses reasonable endeavours to procure that its Subcontractor obtains the requisite Train Slots pursuant to the path rights granted to its Subcontractor by Network Rail in the Subcontractor's track access

agreement.

**Monitoring of Consignments 33**

- 33.1 The Delivery of a Consignment at the Customer's Site under the Transport Services is recorded in accordance with the Service Information.
- 33.2 The receipt of a Consignment at the Recipient's Site under the Transport Services is recorded in accordance with the Service Information.

**4 Packaging**

**Customer packaging 40**

- 40.1 Where the Customer has carried out any packaging of the Goods itself, the Customer warrants to LLWR that the Goods have been classified, packaged and labelled in accordance with any statutory regulations relating to the relevant Mode of Transport, as notified to the Customer by the Service Manager or LLWR's Subcontractors prior to the Delivery of those Goods.
- 40.2 LLWR or its Subcontractors may inspect any Customer packaging and notify the Customer in time for a test or inspection to be arranged and done before doing any work or carrying out any operation that would obstruct the test or inspection. The Customer Representative may watch any test done by LLWR or its Subcontractors.
- 40.3 If a test or inspection shows that any part of the Packaging Services or the Provision of the Services is defective, LLWR or its Subcontractors may either:
  - (a) request the Customer remedies any defect; or
  - (b) with the consent of the Customer, remedy any defect at the Customer's cost.
- 40.4 LLWR assumes no liability for any loss or damage arising as a result of the Customer's failure to properly classify, package or label a Consignment, regardless of whether or not an LLWR test or inspection identifies a defect with the classification, packaging or labelling of the Consignment, unless LLWR is instructed by the Customer to provide to remedy such a defect.

**5 Loading and Unloading**

**Loading 50**

- 50.1 Prior to the issue of the Logistics Services Quotation, the Service Manager and/or LLWR's Subcontractors informs

the Customer of any requirements for the loading or unloading of a Consignment onto the Means of Transport, including any specialist Equipment and/or personnel necessary for this purpose.

- 50.2 LLWR submits particulars of the design of an item of Equipment to the Customer Representative for acceptance if the Customer Representative instructs LLWR to do so. A reason for not accepting is that the design of the item will not allow LLWR to Provide the Services in accordance with:
- the Service Information;
  - LLWR's design which the Customer Representative has accepted; or
  - the applicable law.
- 50.3 Prior to the issue of the Logistics Services Quotation, the Customer informs the Service Manager and/or LLWR's Subcontractors of any required Equipment or personnel which it is unable to provide.
- 50.4 The Customer provides or procures that the Recipient provides all necessary specialist Equipment and/or personnel required for the loading or unloading of a Consignment onto or off of the Means of Transport unless it has notified the Service Manager and/or LLWR's Subcontractors in accordance with Clause 50.3 that it is unable to provide such Equipment or personnel.
- 50.5 Where they are so willing (as notified to the Customer prior to the Customer's acceptance of a Logistics Services Quotation) LLWR and/or its Subcontractors may provide additional specialist Equipment and/or personnel for the purpose of loading or unloading the Consignment onto or off of the Means of Transport, and the Service Price is adjusted accordingly.
- 50.6 Subject to Clause 45 of the Conditions of Contract, neither LLWR nor its Subcontractors assume liability for any damage, however caused, where LLWR or its Subcontractors are instructed to load or unload Consignments requiring specialist Equipment and/or personnel which, in breach of its obligation in Clause 50.5 above, the Customer fails to provide or procure.
- 50.7 Neither LLWR nor its Subcontractors are required to provide loading or unloading services outside of the locations designated in the Service Information. Where LLWR or its Subcontractors agree to provide such loading or unloading services, the Customer assumes all liability for the provision of such services.
- 50.8 The Customer indemnifies and keeps indemnified LLWR in respect of all losses, claims and demands arising as a result

of a breach by the Customer of any of the provisions of this Clause 50.

## **6 Completion**

### **Waste Consignments 60**

60.1 Where the subject of the Transport Services is a Waste Consignment, the Waste Consignment is deemed to have been received by the Recipient in accordance with the applicable Waste Acceptance Procedure.

### **Non-waste Consignments 61**

61.1 Where the subject of the Transport Services is anything other than a Waste Consignment, the Consignment is deemed to have been received by the Recipient in accordance with the Service Information.

## **7 Subcontracting**

### **Subcontractor information 70**

70.1 LLWR informs the Customer of any Subcontractor used in the provision of the Transport Services and any relevant representative of the Subcontractor for the purposes of monitoring and overseeing the loading of a Consignment.

## **8 Permits and consents**

### **Customer Permits and Consents 80**

80.1 The Customer obtains all applicable licenses, permits, consents, authorisations and approvals:

- under the Transfrontier Shipment of Radioactive Waste and Spent Fuel Regulations 2008 or any foreign regulations implementing Council Directive 2006/117/Euratom on the supervision and control of shipments of radioactive waste and spent fuel; or
- otherwise required by the Customer in its capacity as operator of any Customer Site;

required for or in connection with the Transport Services.

80.2 The Customer provides reasonable assistance in procuring any relevant certificate confirming that the Means of Transport is ready to perform the Transport Services and complies with all applicable statutory regulations.



<b>LLWR Permits and Consents</b>	<b>81</b>	
	81.1	<p>Save only where the contrary is expressly stated below or in the applicable Service Information, LLWR obtains or requires its Subcontractor(s) to obtain all licenses, permits, consents, authorisations and approvals necessary for transportation of each Waste Consignment, provided that for the purposes of this contract LLWR will not be at fault if:</p> <ul style="list-style-type: none"> <li>• LLWR or a Subcontractor is unable to obtain from any regulatory body any such license, permit, consent, authorisation or approval necessary for the lawful transportation of all or any part of a Consignment; and</li> <li>• LLWR demonstrates that it or its Subcontractor has exercised Good Industry Practice in seeking to obtain such licence, permit, consent, authorisation or approval.</li> </ul>
<b>Recipient Site</b>	<b>82</b>	
	82.1	Where stated in the applicable Service Information, the Customer provides all reasonable assistance to ensure that LLWR and its Subcontractors have all necessary authority, permits and consents to allow LLWR and its Subcontractors to enter the Recipient's Site to the extent required to perform the Transport Services.
<b>9 Price and payment</b>		
<b>Charges for Logistics Services</b>	<b>90</b>	
	90.1	Assessments dates occur at the times and in the circumstances prescribed in the applicable Service Information.
	90.2	On each assessment date the sum included in the Price for Services Provided to Date is calculated in accordance with the applicable Service Information.
	90.3	LLWR prepares a monthly schedule of the Price for Services Provided to Date for the Customer.
	90.4	The Customer approves the Price for Services Provided to Date and LLWR issues an invoice to the Customer in accordance with the <i>payment period</i> stated in the Contract Data.
<b>Additional Compensation Events</b>	<b>91</b>	
	91.1	The following are additional Compensation Events.

- (1) Notwithstanding Clause 71 of the Conditions of Contract, a Force Majeure event occurs which is not one of the other compensation events in the Conditions of Contract.
- (2) The Customer, where responsible for loading, does not promptly load or procure the loading of the Goods in accordance with the Service Information.

91.2 Notwithstanding Clauses 54.1 and 71 of the Conditions of Contract, the total aggregate amount by which the Service Price may be changed due to Force Majeure is limited to:

- an amount equal to the original Service Price, excluding for this purpose any changes to the Service Price pursuant to Clause 54.1 of the Conditions of Contract; or
- such greater amount (if any) as may be specified for this purpose in the applicable Service Information.

LLWR uses reasonable endeavours to mitigate any such costs.

## 10 Liabilities

### General liabilities

- 100** The Customer warrants that all Goods which are the subject of the Transport Services are fit to be carried by the Means of Transport and/or stored.
- 100.1 The Customer warrants that if the Goods are not the unencumbered property of the Customer, that the Customer has the necessary authority of all persons owning or interested in the Goods to enter into the Logistics Service Option and to transport the Goods as envisaged by the Logistics Service Option.
- 100.2 The Customer indemnifies and keeps indemnified LLWR against all liabilities and costs incurred by LLWR by reason of any error, omission, mis-statement or misrepresentation of the Customer.
- 100.3 The Customer indemnifies and keeps indemnified LLWR against all liabilities and costs incurred by LLWR in excess of LLWR's liability as defined in Clause 66 of the Conditions of Contract.
- 100.4 Subject to Clause 66 of the Conditions of Contract, LLWR has no liability for any physical loss mis-delivery of or damage to any Goods comprised in the Logistics Service to the extent that the same arises from:
- (a) an error, act, omission or mis-statement or misrepresentation by the Customer or other owner

of the Goods;

- (b) an inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Goods;
- (c) where LLWR is responsible for the packaging of the Goods, any insufficient or inaccurate information relating to packing, labelling or addressing the Goods by the Customer;
- (d) where LLWR is not responsible for the packaging of the Goods, insufficient or improper packing, labelling or addressing of the Goods by the Customer;
- (e) as a result of any decision of Network Rail to deny LLWR or its Subcontractors the right to operate the Transport Services, save to the extent that LLWR is able to recover such loss from Network Rail;
- (f) the Recipient not taking delivery within a reasonable time after the Goods have been delivered to the Recipient Site; or
- (g) Force Majeure.

100.5 The Customer remains liable for any loss of or wear or damage to any Equipment retained on a Customer Site by the Customer after a termination, except loss, wear or damage due to the activities of LLWR or its Subcontractors on a Customer Site after termination.