

United Utilities Water Limited Standard Terms and Conditions

1 Definitions and interpretation

1.1 In these Conditions:

Affiliate means in respect of either party, a company which is a Subsidiary or which is a Holding Company of that party, or a Subsidiary of such Holding Company, in each case for the time being

Applicable Laws means, for the time being, any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority (including any licences granted under the Water Act 1989 and/or the Water Industry Act 1991)

Business Day means any day other than a Saturday, Sunday or a public or bank holiday in England

CIS means the Construction Industry Scheme under the Finance Act 2004

Commencement Date means the commencement date of the Contract set out in the Purchase Order

Completion Date means unless otherwise agreed in writing by the Company and the Supplier, the date or dates on or by which provision of the Services (or any part of them) is required to be completed as specified in the Purchase Order

Conditions means the terms and conditions set out in this document

Confidential Information means all documents, databases, diagrams, calculations, data, processes, business methodologies, contracts (including these Conditions), financial information, plans, ideas, strategies, projections, products, designs and other information whether in physical form, electronic form or otherwise, whether expressed to be confidential or not, and in whatever media or format provided or orally disclosed by either Party (the **Disclosing Party**) to the other Party (the **Receiving Party**) in the course of, or in connection with the performance of each Party's obligations under these Conditions and information obtained by the Receiving Party from the Disclosing Party as a result of being present at any premises of the Disclosing Party (whether by observing any plant or equipment or otherwise)

Construction Act means the Housing Grants, Construction and Regeneration Act 1996

Contract means the contract between the Company and the Supplier which consists of the Purchase Order and these Conditions

Contract Price means the price for the hire of the Plant and/or Operator stated in the Purchase Order and calculated in accordance with its provisions

Controller, Processor, Personal Data, Personal Data Breach and **Data Subject** have the meanings given under the Regulation

Data Protection Laws means all laws that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including, without limitation, the Data Protection Act 1998, the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation, and all and any regulations made under those acts or regulations, all applicable formal or informal guidance, rules, requirements, directions, recommendations, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and or relevant industry body, in each case in any relevant jurisdiction(s) from time to time and the equivalent in any other relevant jurisdictions all as amended or replaced from time to time

Delivery means the transfer of possession of the Plant from the Supplier to the Company

Delivery Date means the date or dates specified in the Purchase Order for Delivery of the Plant with or without Operator (as the case may be) or such other date or dates as the Company and the Supplier may agree in writing

Delivery Note means the Supplier's standard form of delivery or on-hire note

Event of Insolvency means if the Supplier is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), ceases or threatens to cease to carry on its business or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

Expiry Date means the date (if any) stated as such in the Purchase Order, as may be extended from time to time in accordance with these Conditions

Force Majeure means any cause preventing either Party from performing any or all of its obligations under these Conditions which arises from or is attributable to acts, events, omissions

or accidents beyond the reasonable control of the Party so prevented (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the employees of the Party so prevented or default of suppliers or sub-contractors or breakdown of vehicles)

Good Industry Practice means all relevant practices and professional standards which would be expected of a leading expert service provider performing services substantially similar to the Services to customers of the same nature and size of the Company

Hire Charge means the charge for the hire of the Plant, the Operator (if required) and any other charges set out in the Purchase Order including any Plant maintenance costs

Hire Period means, subject to early termination of the Contract, the period of hire of the Plant with or without Operator (as the case may be) as specified in the Purchase Order or as otherwise agreed in writing by the Company and the Supplier

Holding Company shall have the meaning given in section 1159 of the Companies Act 2006 and shall include parent undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of the Contract)

Intellectual Property Rights and **IPR** means patents (including rights in, and/or to, inventions), trade marks, service marks, rights in goodwill, design rights and registered designs, rights in and/or to internet domain names and website addresses, copyright (including future copyright), database rights, rights in and to confidential information (including know how and trade secrets) and all other intellectual property rights (including any applications and any rights capable of registration) of any nature subsisting worldwide at any time

Losses means all losses, claims, proceedings, demands, actions, liabilities (including provision for contingent liabilities), compensation, fines, charges, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (in each case whether internal or external costs)

Operational Change means any change to the method of delivery of the Services, the technical infrastructure used to support and/or provide the Services, and/or the procedures and/or processes used in providing the Services, in each case impacting on (or is likely to impact on) the Company, any Service Recipients and/or the performance of the Services (or any part thereof,

Operator means the person or persons to be provided by the Supplier to the Company for the purposes of using or operating the Plant (or any part of it)

Party and **Parties** means a party to, or the parties to, the Contract

Plant means the plant, vehicles, machinery or equipment (including all replacements and accessories for such plant, vehicles, machinery or equipment) required to be hired by the Company as specified or referred to in the Specification or as otherwise agreed in writing by the Company and the Supplier, including any substitute plant and variations to such plant pursuant to clause 29.9

Processing has the meaning given under the Regulation (and Process, Processed and Processes shall be construed accordingly)

Project Manager means the person nominated by the Company under clause 5.1 to act as the Company's representative for the purpose of these Conditions

Purchase Order means the document attached to these Conditions

Redelivery means the transfer of possession of the Plant from the Company to the Supplier

Regulation means the General Data Protection Regulation (EU) 2016/679

Safe Systems of Work means the suite of Company documents which provides operational safety guidelines for the carrying out of work

Service Recipients means the Company and each UU Group Member and/or any of their sub-contractors, in each case for the time being

Services means the services to be provided by the Operator (if applicable) to operate and maintain the Plant under these Conditions as further defined in the Specification, and any maintenance services in relation to the Plant under these Conditions, including any variations to such Services made pursuant to clause 29.9

Site means the place or places to or at which each item of Plant with or without Operator (as the case may be) is required to be delivered and/or used or operated for the purposes of these Conditions as detailed in the Purchase Order or such other place or places as may be agreed in writing between the Company and the Supplier

Site Regulations means the rules, regulations, requirements and conditions in relation to the Site notified from time to time to the Supplier by the Company, including those notified under clause 13.1(b) and those (if any) that are set out in the Specification

Specification means the specification of the Plant as set out in the Purchase Order **Subsidiary** has the meaning given in section 1159 of the Companies Act 2006 and shall include subsidiary undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of the Contract)

Supplier's Equipment means all the equipment, vehicles, temporary buildings, tools, stores, machinery, apparatus and other articles of any kind brought onto the Site by or on behalf of the Supplier in connection with the performance its obligations under these Conditions , excluding the Plant

Supplier Personnel means any employees, staff, officers, contractors, sub-contractors, sub-processors, agents and individuals contracted to the Supplier and involved to any extent in the performance of the Supplier's obligations under these Conditions

Term means the period during which the Contract is in full force and effect

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

United Utilities Group means United Utilities Water Limited (Company number 2366678) and each of its Affiliates for the time being, and **UU Group Member** means any one of such companies

VAT means Value Added Tax as defined under the Value Added Tax Act 1994.

1.2 In these Conditions unless the context otherwise requires:

(a) references to gender shall include all other genders, the singular shall include the plural (and vice versa), the words "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words, and the expression "person" shall mean any individual, company, incorporated association, partnership, government, State, agency of State or joint venture;

(b) any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced, any reference to a statute or statutory provision shall include a reference to any repealed statute or statutory provision or subordinate legislation which it re-enacts (with all applicable modification) and any subordinate legislation, including any regulation, rule or by-law made under that statute or statutory provision;

(c) references to clauses are references to clauses of these Conditions, and references in these Conditions to a "party" or "Party" shall include its successors in title and permitted assigns; and (d) headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of these Conditions.

1.3 The following provisions shall apply with respect to the receipt by the Service Recipients of certain of the benefits of these Conditions:

(a) all references to "the Company" shall, to the extent only that they relate to the provision to or receipt by the Company of the benefit (but not the burden) of these Conditions (and unless the context otherwise requires), be deemed to be references to both the Company and the Service Recipients and, for the avoidance of doubt, the parties intend that the Service Recipients shall (unless the context otherwise requires) also receive the benefit of all of the Plant, Operator and/or Services to be provided by the Supplier to the Company in accordance with these Conditions as if such references refer to both the Company and the Service Recipients; and

(b) where the approval, consent or agreement of the Company is required such approval, consent or agreement of the Service Recipient shall also be required to the extent relating to the provision of such Plant, Operator and/or Services to that Service Recipient, and provided always that the Company shall be entitled to give such approval, consent or agreement on behalf of the relevant Service Recipient.

1.4 For the purposes of these Conditions, any Services provided to the Company or any Service Recipient shall also, if required by the Company or such Service Recipient, be provided to any nominated sub-contractor of the Company or such Service Recipient.

1.5 The Supplier shall immediately notify the Company of any conflicts, discrepancies, errors or omissions within this Contract. As soon as reasonably practicable following receipt of such notice the Company will resolve such matter (at its absolute discretion) and such resolution shall not entitle the Supplier to the payment of any additional sums.

2 Commencement and Duration

2.1 The Contract shall commence on the Commencement Date and shall, unless and until terminated in accordance with the provisions of these Conditions, continue for the Term.

3 Hire of Plant

3.1 The Supplier agrees to hire the Plant (with Operator if one is to be provided under the Contract) to the Company and the Company agrees to take the Plant with or without Operator (as the case may be) on hire for the Hire Period, subject to these Conditions

3.2 The Company reserves the right to hire any plant of the same or similar type to the Plant from any other source at its sole discretion.

4 The Supplier's Obligations

4.1 The Supplier shall diligently provide the Plant, Operator (if required) and any Services to the Company and the Service Recipients strictly in accordance with these Conditions so as to meet the standards and quality specified by these Conditions, or if not specified, so as to reasonably satisfy the Company.

4.2 The Supplier shall provide the Plant, the Operator (if required) and any Services and shall procure that the Operator shall provide the same in accordance with:

(a) the Specification and all Applicable Laws and shall do all things necessary to perform its obligations under these Conditions, including the provision of the Supplier's Equipment; and
(b) time is of the essence with respect to any Completion Dates or other performance dates set out in the Purchase Order.

4.3 The Supplier shall devote such of the Supplier Personnel as may be necessary for the proper performance of its obligations under these Conditions.

4.4 The Supplier shall:

(a) ensure that the Plant:

(i) strictly accords with all Applicable Laws and these Conditions and in particular the Specification;

(ii) is delivered (with Operator if one is to be provided) to the Site on the Delivery Date within the hours or at the time (if any) specified in the Specification or, if no hours or time are specified, during the Company's normal office hours; and

(iii) is available for hire by the Company for the entire term of the Hire Period;

(b) procure that the Operator (if one is to be provided) is properly trained in the use or operation of the Plant and that the Operator uses or operates the Plant in accordance with Good Industry Practice;

(c) comply with the reasonable directions of the Company and the Service Recipients;

(d) act diligently and in good faith in all its dealings with the Company and the Service Recipients and use its best endeavours to promote the interests and maintain the goodwill of the Company and the Service Recipients;

(e) obtain and maintain at its own expense all licences, permissions, permits, powers and consents (other than those specified in these Conditions to be the responsibility of the Company) necessary to perform its obligations under these Conditions;

(f) maintain and make available for inspection by the Company at the Supplier's sole expense such records, including daily time sheets, as the Company may reasonably require for the purposes of supporting the calculation of the Hire Charge and shall grant the Company (including their employees, agents and sub-contractors) such access to the Supplier's premises as the Company may reasonably require for the purposes of inspection of such records. The Supplier shall keep all such records for a period of not less than six (6) years following the performance of all of the obligations of each Party owed to the other under the terms of these Conditions;

(g) subject to compliance with the Data Protection Laws, when requested by the Company, provide to the Company at any time the names of each employee of the Supplier engaged in providing the Services, their respective job titles, job descriptions, age, duration and terms and conditions of employment;

(h) be deemed to have satisfied itself as to its liability (if any) which may accrue under TUPE, by reason of the award of the Contract and to have included within the Hire Charge the cost of such liability (if any);

(i) (unless otherwise stated in Specification or agreed in writing by the Company and the Supplier) provide to the Company during the Hire Period (at no extra cost to the Company) all lubricants and

fuel for any item of Plant from time to time required by the Company and within one (1) Business Day of notice in writing from the Company; and

(j) where any item of Plant has a fuel tank, the Supplier shall ensure that each and every tank is provided filled with the maximum amount of fuel on Delivery.

4.5 The Supplier warrants, represents and undertakes to the Company and the Service Recipients that:

(a) it shall and procure that the Operator shall provide the Plant, Operators and any Services:

(i) in accordance with the terms of these Conditions and (to the extent not in conflict with this requirement) Good Industry Practice;

(ii) in accordance with (and shall ensure that its employees and agents comply in all respects with) all Applicable Laws and all relevant aspects of the Safe Systems of Work;

(iii) in accordance with the scope of Services and Specification as set out in the Purchase Order and the timetable as set out in the Purchase Order; and

(iv) in such a manner as will be suitable for the purpose indicated by or to be reasonably inferred from the Specification, and so as to guarantee that the Supplier's provision of the Services and performance of its obligations shall not result in a breach or violate any contract, undertaking or commitment where the Supplier is a party;

(b) the Operator (if one is to be provided):

(i) is suitably qualified, skilled, competent and experienced to use or operate the plant to the reasonable satisfaction of the Company;

(ii) has all requisite licences, permits, permissions, approvals or certificates (if any) for the purposes of using or operating the Plant and for performing all tasks reasonably required by the Company;

(c) if an Operator is to be provided a contract of employment or contract for services exists at all times between the Supplier and the Operator and such Operator will not be or become an employee of the Company; and

(d) the Supplier has informed and satisfied itself prior to leasing the Plant (with or without Operator as the case may be) as to the nature and extent of the work for which the Plant (with or without Operator as the case may be) is to be used by the Company and, so far as is reasonably practicable, has provided for all reasonably foreseeable eventualities in the Hire Charge;

(e) the Plant will on Delivery and at all times during the Hire Period:

(i) be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purpose held out by the Supplier or made known to the Supplier in writing before or at the commencement of the Hire Period (including any purpose indicated by or to be reasonably inferred from the Specification);

(ii) be free from defects in design, materials or workmanship; and

(iii) subject only to fair wear and tear, be in a good and safe state of repair and condition, not dangerous and in satisfactory working order and, where the Plant includes or comprises vehicles, that such vehicles are roadworthy;

(f) the Plant has been regularly serviced and maintained to a good technical standard in accordance with manufacturer's recommendations and guidelines (if any) and with safety regulations usually observed in relation to it; and

(g) the Supplier has the full right, capacity, authority and power to enter into these Conditions and perform the Services in accordance with these Conditions and these Conditions constitute obligations binding on the Supplier in accordance with its terms. The Supplier is not aware of any matter, fact or circumstance which will or may prevent the Supplier performing the Services and its obligations under these Conditions in accordance with its terms.

4.6 The Company does not give any warranty or undertaking or make any representation (either express or implied) as to the completeness or accuracy of any of the information provided to the Supplier prior to the Commencement Date which relates to or is provided in respect of this by or on behalf of the Company and/or any Service Recipients.

5 The Company's Obligations

5.1 The Company shall nominate the Project Manager (whose identity shall be notified to the Supplier from time to time) and may at its sole discretion change any nomination from time to time by notifying the Supplier. The Project Manager may nominate one or more representatives to assist him and may, at his sole discretion, change the nomination from time to time by notifying the Supplier.

5.2 If the Plant is provided with an Operator, the Company shall not use or operate the Plant or allow the Plant to be used or operated by any person, other than the Operator.

5.3 If an Operator is not provided the Company shall ensure that the Plant is used or operated properly and safely by persons who are competent to use or operate it.

5.4 The Company shall, whether or not these Conditions require the Supplier to supply an Operator:

(a) comply with all reasonable and applicable instructions provided by the Supplier or the manufacturer of the Plant which the Supplier from time to time notifies to the Company and with all Applicable Laws relating to the Plant and (if one is to be provided under the Contract) the Operator;

(b) keep the Plant at the Site (or at such other location(s) as the Supplier may agree in writing) save in the event that the Plant comprises motor vehicles when the Company may use the Plant in the ordinary course of its business provided that the Plant is not moved outside Great Britain without the prior written consent of the Supplier;

(c) not, without the prior written consent of the Supplier, effect any alteration, modification or addition to the Plant provided that any alterations, modifications or additions which are made, whether with or without such consent, shall, unless otherwise agreed in writing by the Company and the Supplier, belong to the Supplier;

(d) not remove or interfere with any identification marks or plates of the Supplier which are affixed to the Plant; and

(e) procure that the Supplier shall have access to the Plant at the Site at all reasonable times on giving reasonable notice to the Company for the purposes of inspection of the Plant.

6 Hire Charge and Payment

6.1 The Hire Charge shall (unless otherwise agreed in writing by the Company and the Supplier) be inclusive of all costs and expenses of whatsoever nature incurred by the Supplier in relation to the hire of the Plant with or without Operator (as the case may be) including materials, labour, lubricants, fuel, taxes, insurance and the Supplier's Equipment.

6.2 Without prejudice to any of the Company's other rights, powers or remedies, a pro rata allowance against the Hire Charge will be made to the Company for any stoppage due to breakdown, loss or damage of the Plant or failure by the Operator for any reason to perform its obligations by virtue of these Conditions (including a failure by reason of unavailability), unless such stoppage arises wholly from any cause for which the Company is liable under clause 21.3, and for all stoppages for normal running repairs and maintenance in accordance with the provisions of these Conditions.

6.3 Subject to the satisfactory provision of the Plant and/or any Services by the Supplier in accordance with the provisions of these Conditions, the Company shall pay the Supplier the Hire Charge in accordance with the provisions of this clause 6. The Hire Charge shall be fixed

and may only be varied by agreement in writing between the Company and the Supplier in accordance with clause 24.8.

6.4 Any payment due from the Company to the Supplier under the Contract is subject to the provisions of the CIS, to the extent that they are applicable.

6.5 The Company may withhold payment of sums due to the Supplier or set-off sums due from the Supplier to the Company against sums due to the Supplier at no additional cost to itself where it has reasonable grounds for so doing and, for the avoidance of doubt, any non-payment arising from any such withholding or set-off shall not be regarded as a breach by the Company of these Conditions. However, unless otherwise agreed in writing by the Company, the Supplier shall not be entitled to make any withholding or set-off against the Company unless the Supplier is required by law to make such withholding or set-off or such withholding or set-off is admitted or agreed in writing by the Company or awarded by any court or in any arbitration or adjudication. If the Construction Act applies to these Conditions, the Company shall give written notice to the Supplier, at least two (2) Business Days before the final date for payment, of the amount or amounts to be withheld or set-off and the ground(s) therefore (and, if more than one ground, the amount attributable to each ground).

6.6 Without affecting any other rights and remedies of the Supplier, if the Company, subject to any notice issued pursuant to clause 6.7, fails to pay the Supplier in full (including any VAT properly chargeable in respect of such payment) by the final date for payment and such failure continues for 5 (five) Business Days after the Supplier has given to the Company written notice of his intention to suspend the performance of his obligations for doing so, then the Supplier may suspend such performance until payment in full occurs.

6.7 Unless it otherwise agrees in writing, the Company will make all payments to the Supplier by cheque and shall send each cheque by first class prepaid post to the mailing address for payment of the Supplier notified to the Company in accordance with these Conditions provided that, in the event of any change to such mailing address, the Supplier shall mark its notice to the Company for the attention of the Company's payment section. For the avoidance of doubt, the Supplier shall not call at the Company's premises to collect any payment and the Company shall not be obliged to make payment by any method other than by cheque, including bulk electronic clearing (BACS) or same day value payments (CHAPS).

6.8 No claim by the Supplier for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation made by it in respect of any matter which is the subject of a warranty, representation or undertaking of the Supplier under clause 4.5 or on the grounds of any allegation that incorrect information was given to it by any person whether in the employment of the Company or any Service Recipient or not, nor on the grounds of failure on the Supplier's part to obtain correct information or to foresee any matter which might affect or have reasonably affected the provision of the Services. The Supplier will not be relieved from any risks or obligations imposed on or undertaken by it under these Conditions on any such grounds.

6.9 Each party shall be entitled to receive interest on any payment not paid when properly due pursuant to the terms of these Conditions, calculated from day to day at a rate per annum equal to 2% above the base rate of NatWest Bank plc and payable from the day after the date on which payment was due up to and including the date of payment (whether before or after judgement).

6.10 All sums payable under the Contract are, unless otherwise stated, exclusive of VAT. Any VAT payable in respect of such sums shall be payable in addition to such sums, at the rate from time to time prescribed by law, on delivery of a valid VAT invoice.

7 Delivery and Redelivery

7.1 Delivery shall be effected on the Delivery Date at the Site. Redelivery shall be effected at the end of the Hire Period, or (if earlier) upon termination of the Contract, at the Site.

7.2 In the case of Plant requiring to be dismantled and assembled and/or installed by the Supplier for transportation and use or operation, Delivery shall be deemed to take place at the time when the Plant is delivered to and, if appropriate, assembled and/or installed at the Site ready for use or operation by the Company or the Operator (as the case may be) and Redelivery shall be deemed to take place at the time when the dismantling of the Plant commences.

7.3 The Supplier shall be responsible at its own cost for:

- (a) transporting the Plant to and from the Site;
- (b) placing and, where appropriate, unloading, assembling and installing the Plant in such location at the Site as specified in the Specification or, if not so specified, in such location as the Company requests at the time of Delivery for the purposes of effecting Delivery; and
- (c) removing and, where appropriate, dismantling and loading the Plant for the purposes of effecting Redelivery.

7.4 The Company shall have the right to inspect the Plant before Delivery and shall sign a Delivery Note, in a form that is reasonably satisfactory to the Company, on which all defects (if any) in the Plant upon Delivery shall be noted, provided that such defects are reasonably apparent at the time of Delivery. The Delivery Note so completed shall, subject to any such defects which are not reasonably apparent at the time of Delivery, be conclusive evidence of the state of such Plant on Delivery.

7.5 If the Supplier fails to deliver the Plant (or, if an Operator is required), the Plant and/or the Operator on the Delivery Date then, without prejudice to any of the Company's other rights, powers or remedies, the Company may request that the Supplier provides substitute plant and/or replacement operator and the Supplier shall provide the same. If substitute plant and/or a

replacement operator is provided, the Hire Period shall not commence until Delivery of such substitute plant and/or a replacement operator has taken place.

7.6 If the Plant requires an Operator and the Operator fails at any time during the Hire Period for any reason to use or operate the Plant as required under these Conditions (including failure by reason of unavailability) then, without prejudice to any of the Company's other rights, powers or remedies, if the Company requests the Supplier shall provide a replacement operator and the Hire Charges shall be suspended for the period during which the Company is without an Operator.

8 Maintenance, Breakdowns and Repairs

8.1 The Supplier shall at its own cost inspect, service and maintain the Plant in accordance with the relevant manufacturer's recommendations or instructions and, in the absence of any indication as to the timing of servicing or maintenance in such recommendations or instructions, as frequently as may be necessary to ensure that the Plant is in a good and safe state of repair and condition, is not dangerous and is in satisfactory working order throughout the Hire Period. All inspections, servicing and maintenance shall be carried out by the Supplier (or under its direction) either on dates and at times agreed with the Company or otherwise on the Supplier giving to the Company not less than five (5) Business Days' notice of its intention to carry out inspections, servicing and/or maintenance. In any event, the Supplier shall carry out all inspections, servicing and maintenance at all times to avoid (or, if unavoidable, with a minimum of) interference to the use of the Plant by or on behalf of the Company.

8.2 Without prejudice to any of its rights, power or remedies, the Company shall, as soon as reasonably practicable, notify the Supplier if any or all of the Plant does not conform with the

requirements stated in these Conditions (including where such Plant breaks down or fails to work satisfactorily) or is subject to loss, damage or destruction.

8.3 Except where the failure of the Plant to conform with the requirements of these Conditions or its loss, damage or destruction is wholly attributable to any direct breach or negligent performance by the Company of any of its obligations under these Conditions, the Supplier shall promptly and at its own cost repair or replace any Plant which does not conform with these Conditions or which is subject to loss, damage or destruction, whether following inspection, service or maintenance under clause 8.1 or a notice from the Company under clause 8.2 or otherwise. In repairing or replacing any of the Plant, the Supplier shall at all times act expeditiously and avoid (or, if unavoidable, minimise) any interference with the use or operation by or on behalf of the Company of the Plant.

8.4 All repairs shall be carried out so as to ensure that the Plant is in a good and safe state of repair and condition, is not dangerous and is in satisfactory working order.

8.5 The Supplier may carry out repairs at the Site or at any location of its nomination provided that any and all costs of moving the Plant shall be the responsibility of the Supplier.

8.6 If:

(a) for any reason (other than for a reason which is wholly attributable to any direct breach or negligent performance by the Company of any of its obligations under these Conditions) any or all of the Plant does not conform with these Conditions or is subject to loss, damage or destruction; and

(b) the Supplier has failed to repair such Plant or provide similar plant to replace such Plant in accordance with clause 8.3 within a period of two (2) Business Days or such other period as the Company and the Supplier may agree in writing the Supplier will be deemed to be in material breach of the Contract that is not capable of remedy and the Company shall be entitled to terminate the Contract pursuant to clause 24.4.

9 Reporting of Accidents

9.1 If an Operator is provided under the Contract, the obligations under clause 9.2 shall be the Supplier's and the point of contact of the Company for the purposes of clauses 9.2(a) and 9.2(b) shall be the Project Manager or his nominated representative. If an Operator is not provided, the obligations under clause 9.2 shall be the Company's and the point of contact of the Supplier for the purposes of clauses 9.2(a) and 9.2(b) shall be such person notified by the Supplier to the Company or, in the absence of notification, the proprietor or managing director of the Supplier.

9.2 The Supplier or the Company (as the case may be in accordance with clause 9.1) (**Responsible Party**) shall:

(a) record all accidents, injuries and dangerous occurrences that occur on the Site in connection with or arising out of the use of the Plant, whether minor, major or fatal. The Responsible Party shall report minor injuries or conditions (**Reportable Accidents**) to the appropriate point of contact of the other party within 24 hours of the Reportable Incident and shall report fatal or major injuries or conditions (**Notifiable Accidents**), to the appropriate point of contact of the other party immediately; and

(b) report directly to the Health and Safety Executive (or any body or agency from time to time charged with responsibility for health and safety matters) (**HSE**), any Notifiable Accident, and shall investigate and prepare a detailed report of such accident and issue a copy of the report to the appropriate point of contact. The Responsible Party shall complete a "2508" form and notify HSE. A copy of the "2508" form shall be given to the point of contact of the other party within five (5) Business Days of the accident.

10 Plant Removal

10.1 The Supplier shall remove the Plant from the Site within one (1) Business Day (or such other period as may be agreed in writing by the Company and the Supplier) of the termination of the Hire Period or on the provision of substitute Plant in accordance with clause 7.5.

10.2 If the Supplier fails to remove the Plant in accordance with clause 10.1 the Company may: (a) store or arrange for the storage of such Plant until either its removal by the Supplier or its sale or disposal in accordance with clause 10.2(b); and

(b) sell or dispose of such Plant in accordance with the provisions of clauses 10.3 and 10.4.

10.3 Before selling or disposing of such Plant, the Company shall give notice to the Supplier affording the Supplier such further period as the Company may reasonably determine for the removal of such Plant.

10.4 After the expiry of such period afforded to the Supplier under clause 10.3, the Company may at its sole option sell or otherwise dispose of any or all of such Plant for either the best price or at the lowest cost (as the case may be) reasonably obtainable in the circumstances and account to the Supplier for the proceeds realised on the sale or disposal (if any) after deducting the costs incurred by the Company on such sale or disposal. If there is any shortfall between the amount of the costs incurred by the Company in selling or disposing of such Plant and the amount of the Hire Charge paid or due to the Supplier in accordance with these Conditions, such shortfall shall be due as a debt from the Supplier to the Company.

11 Ownership and Risk

11.1 The Company acknowledges that the Plant is the Supplier's property and that the Company has no rights to any Plant other than as hirer.

11.2 The Supplier may affix to the Plant a plate indicating that the Plant is the subject of these Conditions and such other information as the Supplier may reasonably require.

11.3 Subject to the provisions of clause 21.3, the ownership of and risk of damage to or loss of the Plant shall at all times during and after the Hire Period remain with the Supplier.

11.4 Save as otherwise set out in these Conditions, the Company shall not sell, offer to sell, assign, under-let, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Plant or any interest in it nor create or allow to be created any lien over the Plant, whether for repairs or otherwise, and in the event of any breach of this clause 11.4 by the Company, the Company will be deemed to be in material breach of these Conditions that is not capable of remedy and the Supplier will be entitled to terminate the Contract pursuant to clause 24.4. The Supplier shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary to procure the release of the Plant from any such charge, encumbrance or lien and shall be entitled to recover this sum from the Company and, in any event, the Company shall pay to the Supplier the costs reasonably incurred by the Supplier in recovering or repossessing the Plant.

12 Inspection and Testing

12.1 The Company shall have the right to inspect and perform on the Plant (or any part) the specific tests (if any) set out in the Specification and such other tests as it considers reasonable to ascertain the conformance of the Plant with these Conditions. Such inspection and/or testing may take place at all reasonable times at the Site and the Supplier shall procure that all reasonable assistance is given to the Company in relation to the same. The Company may at any time at the point of inspection and/or testing reject any Plant which, in the reasonable opinion of the Company, are not in conformance with these Conditions.

12.2 Any inspection, testing, checking, rejection or approval made, carried out or given by or on behalf of the Company shall not relieve the Supplier from any obligation under these Conditions or prejudice any of the rights, powers or remedies of the Company or any Service Recipients.

12.3 If, as a result of such inspection and/or testing under clause 12.1, the Company is not satisfied that the Plant will conform in all respects with these Conditions and the Company so informs the Supplier within ten (10) Business Days of the date of inspection or, if testing is performed, of the date on which the Company receives all of the results of such testing, the Supplier will take all steps necessary to ensure prompt conformance. Without prejudice to any of the other rights, powers or remedies of the Company and the Service Recipients, any failure of this obligation by the Supplier will be deemed a material breach which is not capable of remedy entitling the Company to terminate the Contract under clause 24.4.

13 Access to the Site and Regulations

13.1 The Company shall:

(a) grant or procure to be granted to the Supplier (including its employees and agents all such rights (if any) in relation to the Site (or any part of it) which the Company determines are reasonably necessary for the purposes of the Supplier fulfilling its obligations under these Conditions including access for providing the Plant and for bringing on to, removing from and using on the Site any Supplier's Equipment. For the avoidance of doubt, unless otherwise agreed in writing by the Company, nothing shall require the Company to grant or to procure to be granted any right which is exclusive to the Supplier or which restricts or may restrict the rights of the Company, any Service Recipient or any third party; and

(b) notify the Supplier, before the commencement of the Hire Period, of all of the rights granted under clause 13.1(a) and the terms and conditions upon which such rights have been granted.

13.2 The Supplier shall:

(a) with respect to the Site, at its own expense comply with and procure that its employees and agents comply with all Applicable Laws and all of the Site Regulations (if any) particularly (but without limitation) those relating to health and safety; and

(b) not exercise or purport to exercise any rights in respect of the Site (or any part of it) in excess of those which have been granted under clause 13.1.

13.3 If the Contract requires the Supplier to provide an Operator with the Plant (or any of it) the Supplier shall procure that such Operator:

(a) upon arriving at the Site, and before commencing the use or operation of the Plant, report to the Project Manager or his nominated representative;

(b) shall not exercise or purport to exercise any rights in respect of the Site (or any part of it) in excess of those which have been granted under clause 13.1;

(c) if required by the Company, before using or operating any Plant, signs a certificate provided by the Company certifying that the Operator has been made aware of the Site Regulations and that the Operator will comply with them; and

(d) ensures that there is no avoidable interference at the Site with the operations of the Company (or of any other company within the same group of companies as the Company) or of any other contractors or with the use and enjoyment of any public rights or of any property (whether or not such property is owned by the Company) and shall use its best endeavours to minimise the nature and duration of any unavoidable interference.

13.4 All current inspection reports and certificates or copies thereof relating to the Plant required under any Applicable Laws shall be promptly made available for the Company's inspection if so required by the Company. All inspection reports and certificates provided under these Conditions shall be returned as soon as reasonably practicable to the Supplier on termination or expiry of the Hire Period.

13.5 For the avoidance of doubt, nothing in these Conditions shall relieve the Supplier of its contractual, statutory or common law responsibilities or obligations in relation to the Site (or any part of it).

13.6 The parties agree that the rights granted under this clause 13 to the Supplier (including its employees and agents) and/or the provision of any office space shall take effect as a licence only and does not grant the Supplier exclusive possession nor create a tenancy. Where office space is provided the Company may in its absolute discretion notify the Supplier that the office space is at a different location or move the Supplier at any time to another location.

14 Equipment

14.1 The Supplier shall not use or permit to be used any equipment or materials of the Company and/or the Service Recipients in the performance by the Supplier of its obligations under these Conditions or otherwise without the prior written consent of the Company and on such terms as the Company may in its sole discretion determine.

14.2 Any equipment, vehicles, tools and other articles of any kind of a moveable nature of the Company and/or the Service Recipients that are provided by the Company and/or the Service Recipients to the Supplier in connection with the performance of its obligations under these Conditions shall be at the Supplier's risk from the time of receipt by the Supplier until their redelivery to the Project Manager. The Supplier shall effect and maintain, for the period during which such items are at the Supplier's risk, appropriate all risks insurance cover with respect to such items for their full replacement value. The Supplier shall ensure that, at all times, such insurance contains a 'primary insurance' endorsement and, for the avoidance of doubt, the provisions of clause 22 (Insurance) shall apply in relation to such insurance.

14.3 The Supplier shall:

(a) be responsible for all proper welfare and amenity facilities for its personnel including but not limited to the Operator whilst they are on the Site and for observance by the Supplier, its employees and agents of all applicable health and safety precautions necessary for the protection of such persons and others visiting the Site, including any precautions required to be taken pursuant to any Applicable Laws; and

(b) in performing its obligations under these Conditions, ensure that there is no avoidable interference at the Site with the operations of the Company or the Service Recipients or any member of the United Utilities Group or of any other sub-contractors of such parties and the use and enjoyment of any public rights or of any property (whether or not such property is owned by the Company and/or any Service Recipients), and shall use its best endeavours to minimise the nature and duration of any unavoidable interference.

14.4 Except as otherwise agreed in writing by the Company and the Supplier shall, at its own risk and expense provide everything necessary for the performance of its obligations under these Conditions including the provision of the Supplier's Equipment, which shall remain the responsibility and at the risk of the Supplier who shall be liable for its delivery, unloading, loading, insurance, maintenance, care, safety, storage and removal. The Supplier shall remove all Supplier's Equipment from the Site at the end of each of its visits and leave the Site in an undamaged, clean, tidy and safe condition.

15 Site Conditions

The Supplier shall notify the Company as soon as reasonably practicable if any delay in the performance by the Supplier of its obligations under these Conditions is likely to arise due to any restrictions imposed by the operation of the business of the Company in the vicinity of the Site.

16 Hazardous Goods

16.1 The Supplier shall submit details of any risks to personnel arising from the use or operation of the Plant and all goods (if any) to be used by or on behalf of the Supplier or the Operator in the performance of the Contract.

16.2 The Supplier shall submit instructions for the safe use of the Plant and all goods (if any) to be used by or on behalf of the Supplier or by the Operator. The instructions shall include, but not be limited to, the following:

- (a) hazard data;
- (b) an assessment of the risks posed by the handling, storage use or operation of the Plant or such goods;
- (c) a description of the control measures to be implemented;
- (d) details of any protective clothing that is required or recommended;
- (e) details of all applicable maximum exposure limits or occupational exposure standards;
- (f) recommendations for health surveillance;
- (g) recommendations regarding the provision, maintenance, cleaning and testing of any respiratory protective equipment and local exhaust ventilation that may be required;
- (h) recommendations for dealing effectively and lawfully with waste arising from the Plant or such goods, including but not limited to the means of disposal.

16.3 The information provided by the Supplier in response to clauses 16.1 and 16.2 shall be forwarded to the Company prior to delivery of the Plant or such goods or the commencement of the use or operation of any Plant by the Operator (as the case may be).

17 Intellectual Property

17.1 These Conditions shall not operate to assign to the Supplier any right, title or interest in any Intellectual Property Rights of the Company and/or any Services Recipient.

17.2 The Supplier hereby grants (and, where relevant, shall procure the grant), to the Company and the Services Recipients, all necessary licences, consents and/or permissions to enable the Company and the Services Recipients to freely use, benefit from and commercially exploit the Plant to the fullest extent contemplated by these Conditions.

18 Confidentiality

18.1 Subject to clause 18.3 and clause 18.5, each Party shall, and shall procure that its officers, employees, agents and sub-contractors shall, keep confidential all Confidential Information relating to the other party that it obtains from the other Party in connection with the Contract or the negotiations leading up to it. Each Party shall only use such information in the proper performance of its obligations and the exercise of its rights under the Contract and shall not divulge any such information to any other person without the prior written consent of the other, unless permitted to do so by clause 18.3.

18.2 The Supplier shall ensure that the standard of care it employs in protecting the Confidential Information of the Company from disclosure shall be no less than the standard which the Supplier employs in the protection of its own Confidential Information.

18.3 A Receiving Party may disclose the Confidential Information of the Disclosing Party if and to the extent that:

(a) the Receiving Party can show that the information was already, or has subsequently become, published or publicly available for use other than through a breach of these Conditions or of any confidentiality obligation owed by that Party; and/or

(b) the Receiving Party is required to disclose the information by law or any competent regulatory body or recognised investment exchange.

18.4 The Company may disclose the Confidential Information of the Supplier on a confidential basis to a bona fide prospective assignee to the extent necessary for the purpose of the proposed assignment.

18.5 Clause 18.1 shall not apply to a Receiving Party in relation to information to the extent that the Receiving Party can show:

(a) that the information was already lawfully in its possession (without restriction on disclosure or use) before it obtained the information in connection with the Contract or the negotiations leading up to it;

(b) that the information has subsequently lawfully been disclosed to it (without restriction on disclosure or use) by a person who is not a party to the Contract and who itself lawfully obtained the information and is not under any obligation restricting its disclosure or use; or

(c) from its records that it has derived the same information independently of that obtained by it in connection with the Contract or the negotiations leading up to it.

18.6 The obligations in this clause 18 shall survive the expiry or termination of the Contract.

18.7 On the termination or expiry of the Contract, each party shall, on request, promptly return to the Disclosing Party all records and documents containing that Party's Confidential Information (including copies) or if requested by the Disclosing Party destroy the Confidential Information (including copies) in the manner specified by the Disclosing Party and promptly certify to the Disclosing Party in writing that it has done so provided always that the Company shall have no obligation to return or destroy any Confidential Information which is contained within any Material provided by the Supplier to the Company in accordance with these Conditions. For the avoidance of doubt, where the Disclosing Party is the Company, references in this clause to Disclosing Party shall include each UU Group Member and in each case their customers, sub-contractors and employees.

19 Supplier's Personnel

19.1 The Project Manager may on notice require the Supplier to remove (or cause to be removed) any member of the Supplier Personnel including the Operator, who, in the reasonable(a) opinion of the Company or the Project Manager persists in any misconduct, is guilty of any gross or wilful misconduct, is incompetent or negligent in the performance of their duties, fails to conform with any material provisions of these Conditions or persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

19.2 The Supplier and the Supplier Personnel shall comply with all reasonable directions given by the Company.

19.3 Where relevant, and where appointed as such by the Company in writing (whether in the Specification or otherwise), the Supplier shall undertake the role of Principal Contractor (or Contractor) and/or Principal Designer (or Designer) under (and as defined in) the Construction (Design and Management) Regulations 2015 (**CDM Regulations**, which expression includes any related guidance or requirements issued from time to time by the Health and Safety Executive or any successor thereto). Where so appointed, the Supplier agrees to undertake such role and discharge all statutory duties associated with such role (and shall comply with all provisions of the CDM Regulations in discharging such duties).

19.4 If this the Contract requires the Supplier to provide an Operator with the Plant, the Supplier shall, or shall procure that the Operator will, keep adequate records of the periods during which the Operator and/or the Plant is working or standing and shall submit accurate weekly timesheets to the Project Manager (or his nominated representative) for approval and signature.

19.5 The Company shall be entitled, if it so requires, to have suitable certificates of competence from the Supplier for any person employed in connection with the use or operation of the Plant, including the Operator.

19.6 In the event that within the first eight (8) hours of the Operator using or operating any Plant, the Company considers that the Operator is failing to comply with the provisions of these Conditions or to otherwise meet reasonable standards, then the Company may reject such Operator and the Company will not be charged for those eight (8) hours provided that the

Company has ceased and continues to cease to use such Operator and has notified the Supplier in writing of the fact within the first eight (8) hours of the commencement of the use or operation of the Plant by the Operator.

19.7 Notwithstanding any of the provisions of these Conditions, the Operator (if one is to be provided under this Contract) shall not be deemed to be an employee of the Company. For the avoidance of doubt, the Supplier:

(a) accepts that the Company has no responsibility for payment of any emoluments and benefits or any tax or national insurance contributions arising out of or in connection with the hire of the Operator;

(b) has the authority to suspend or terminate the contract between the Supplier and the Operator and the Company has no such authority;

(c) accepts that the Company has no authority to discipline the Operator;

(d) accepts responsibility for terminating and for the consequences (if any) of terminating the contract between the Supplier and the Operator and the consequences (if any) of the cessation of the hire of the Operator by the Company on termination or expiry of the Hire Period.

20 Data Protection Compliance

20.1 For the purposes of this Contract, the parties acknowledge that the Company shall be Controller and the Supplier shall be Processor to the extent that Personal Data is Processed in connection with this Contract.

20.2 In respect of any Processing of Personal Data that the Supplier undertakes for and on behalf of the Company in accordance with these Conditions, the Supplier shall:

Process such Personal Data only:

(i) in accordance with these Conditions and the express instructions of the Company from time to time and as set out in the Schedule (Data Processing Register) of these Conditions; and

(ii) in accordance with Data Protection Laws.

(b) taking into account the nature of the Processing, implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

(c) not otherwise modify, amend, remove or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party without the prior written authorisation of the Company;

(d) maintain up to date records of its Processing activities performed on behalf of the Company, including, but not limited to, information on cross border data transfers and a general description of security measures implemented in respect of Processed personal data;

(e) assist the Company in its compliance with its obligations under Data Protection Laws including, but not limited to, in respect of notifying Personal Data Breaches to the Information Commissioner's Office (**ICO**) and affected Data Subjects;

(f) ensure that only those Supplier Personnel who need to have access to the Personal Data are granted access to such Personal Data (and only for the purposes of the performance of this Contract) and that all of the Supplier Personnel required to access the Personal Data are reliable and have been informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 20;

(g) not appoint a sub-processor without the prior written consent of the Company, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-processor which includes provisions no less onerous than those set out in this clause 20 in relation to the Supplier's Processing obligations;

(h) not transfer Personal Data to a country or territory outside the United Kingdom and European Economic Area except with the prior written consent of the Company;

(i) notify the Company (using the email address specified by the Company for such purpose from time to time) immediately and in any event within 24 hours if it: (i) receives any request from a Data Subject to access that Data Subject's Personal Data; (ii) receives any complaint or request relating to the Data Protection Laws; (iii) receives any correspondence from the ICO; and/or (iv) becomes aware of any Personal Data Breach, breach of Data Protection Laws, or breach of this clause 20 by the Supplier or its sub-processor(s);

(j) unless otherwise required by Data Protection Laws, the Supplier shall return or delete, at the Company's sole discretion, all Personal Data upon the termination of the Processing activities carried out under this Contract, and promptly provide the Company with a confirmation in writing that it has done so; and

(k) permit without charge, on an annual basis, and / or where the Company becomes aware of a data breach or alleged breach of the Data Protection Laws by the Supplier, reasonable access by the Company to all records, files, tapes, computer systems, or any other information howsoever held by the Supplier in respect of the Supplier's activities pursuant to the Contract for the purposes of reviewing compliance with this clause and / or the Data Protection Laws.

20.3 The Supplier shall indemnify, defend and hold harmless the Company and its respective directors, officers, agents, successors and assigns from any and all Losses arising from or in connection with any Personal Data Breach and/or any breach by the Supplier, its sub-processor(s) and/or Supplier Personnel of the obligations set out in clause 20 above.

20.4 The provisions of this clause 20 above will survive termination or expiry of this Contract.

21 LIABILITY

21.1 SUBJECT TO CLAUSE 21.7 BELOW, NEITHER THE COMPANY NOR ANY OF THE SERVICE RECIPIENTS SHALL BE LIABLE FOR ANY OF THE FOLLOWING LOSSES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION, UNDER ANY INDEMNITY OR OTHERWISE:

(a) ANY LOSS OF PROFITS, INTEREST, GOODWILL, BUSINESS OPPORTUNITY, BUSINESS REVENUE OR ANTICIPATED SAVINGS (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL IN NATURE); OR

(b) ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES, WHETHER OF THE SUPPLIER OR ANY THIRD PARTY AND HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE CONDITIONS, EVEN IF SUCH LOSSES WERE FORESEEABLE AND NOTWITHSTANDING THAT IT HAD BEEN ADVISED OF THE POSSIBILITY THAT SUCH LOSSES WERE IN THE CONTEMPLATION OF THE SUPPLIER OR ANY THIRD PARTY.

21.2 SUBJECT TO THE PROVISIONS OF CLAUSE 21.3 AND 21.7, THE COMPANY SHALL NOT BE LIABLE WHATSOEVER FOR ANY LOSSES WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION, UNDER ANY INDEMNITY OR OTHERWISE WHICH ARISE IN CONNECTION WITH THE HIRE, USE OR OPERATION OF THE PLANT (INCLUDING ANY ACCIDENTS INVOLVING THE PLANT) AND IT SHALL BE FOR THE SUPPLIER TO MAINTAIN IN FULL FORCE INSURANCE COVER AGAINST ANY AND ALL SUCH LIABILITY.

21.3 SUBJECT TO CLAUSE 21.1, THE COMPANY SHALL BE LIABLE FOR ALL LOSSES ARISING FROM ANY CLAIM BY ANY PERSON WHATSOEVER FOR INJURY TO PERSON OR PROPERTY CAUSED BY THE USE OR OPERATION OF THE PLANT WHICH IS WHOLLY ATTRIBUTABLE TO ANY DIRECT BREACH OR NEGLIGENT PERFORMANCE BY THE COMPANY OR ANY FAILURE OR DELAY IN PERFORMANCE BY THE COMPANY OF ANY OF ITS OBLIGATIONS UNDER THESE CONDITIONS. FOR THE PURPOSES OF

THIS CLAUSE 21.3, THE EXPRESSION "THE COMPANY" SHALL BE LIMITED TO EMPLOYEES OF THE COMPANY WHO ARE ACTING IN THE COURSE OF THEIR EMPLOYMENT AND TO AGENTS AND SUB-CONTRACTORS APPOINTED BY THE COMPANY (OTHER THAN THE SUPPLIER AND THE OPERATOR (IF ANY)) WHO ARE ACTING IN ACCORDANCE WITH THE PROVISIONS OF THEIR RESPECTIVE WRITTEN AGREEMENTS WITH THE COMPANY.

21.4 THE SUPPLIER SHALL INDEMNIFY AND KEEP INDEMNIFIED, DEFEND AND HOLD HARMLESS THE COMPANY AND EACH SERVICE RECIPIENT AND IN EACH CASE THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LOSSES THAT A COURT FINALLY AWARDS OR THAT IS AGREED IN A SETTLEMENT APPROVED BY THE SUPPLIER, INCURRED OR SUFFERED BY OR MADE AGAINST ANY OF THEM TO THE EXTENT RESULTING DIRECTLY OR INDIRECTLY FROM, OR CONNECTED IN ANY WAY WITH ANY OF THE MATTERS LISTED BELOW (WHETHER OR NOT SUCH LOSSES WERE FORESEEABLE AT THE DATE OF ENTERING THESE CONDITIONS):

(a) ALL LOSSES AWARDED AGAINST THE COMPANY OR ANY SERVICE RECIPIENT ARISING OUT OF OR IN RESPECT OF OR CAUSED OR CONTRIBUTED TO BY THE SERVICES, THE PLANT, THE SUPPLIER'S EQUIPMENT AND/OR THE SUPPLIER'S BREACH OF THESE CONDITIONS;

(b) ANY CLAIM THAT ANY PLANT PROVIDED OR LICENSED BY OR ON BEHALF OF THE SUPPLIER TO THE COMPANY OR ANY SERVICE RECIPIENT, OR THE USE, REPRODUCTION OR EXPLOITATION OF ANY OF THE SAME BY OR ON BEHALF OF ANY SUCH PARTIES, INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (SUPPLIER INTELLECTUAL PROPERTY INFRINGEMENT);

(c) ANY ACT OR OMISSION (INCLUDING NEGLIGENCE, WILFUL DEFAULT OR DISHONESTY) OF THE SUPPLIER AND/OR SUPPLIER PERSONNEL;

(d) ANY DEATH OF OR PERSONAL INJURY TO ANY EMPLOYEES, AGENTS, SUB-CONTRACTORS OR OTHER PERSONS OF THE SUPPLIER OR THE COMPANY OR ANY SERVICE RECIPIENT, OR TO ANY THIRD PARTY, TO THE EXTENT CAUSED BY ANY ACT, OMISSION OR DEFAULT OF THE SUPPLIER AND/OR ANY SUPPLIER PERSONNEL;

(e) ALL LOSSES (INCLUDING, WITHOUT LIMITATION, IN RELATION TO ALLEGATIONS OF UNFAIR DISMISSAL, BREACH OF CONTRACT, SEX, RACE, DISABILITY OR AGE DISCRIMINATION, EQUAL PAY, REDUNDANCY PAYMENTS, PROTECTIVE AWARDS, AWARDS PURSUANT TO REGULATIONS 12 AND 15 OF TUPE, ANY OTHER CLAIM UNDER THE EMPLOYMENT RIGHTS ACT 1996 OR THE TRADE UNION AND LABOUR RELATIONS (CONSOLIDATION) ACT 1992 OR THE WORKING TIME REGULATIONS 1998) HOWSOEVER AND WHENEVER ARISING UNDER OR IN CONNECTION WITH TUPE IN RESPECT OF ALL AND ANY EMPLOYEES OF THE AGENCY OR ANY REPRESENTATIVES OF SUCH EMPLOYEES INCLUDING, IN RESPECT OF THE AGENCY'S COMMENCEMENT OF THE SERVICES UNDER THIS CONTRACT AND INCLUDING, FOR THE AVOIDANCE OF DOUBT, ON OR AFTER THE EXPIRY OR TERMINATION OF THIS CONTRACT (WHETHER IN WHOLE OR IN PART). THE AGENCY SHALL INDEMNIFY AND KEEP INDEMNIFIED AND HOLD HARMLESS THE COMPANY AND ANY THIRD PARTY PROVIDING REPLACEMENT SERVICES AGAINST SUCH LOSSES AFTER THE TERMINATION (WHETHER IN WHOLE OR IN PART) OF THIS CONTRACT.

(f) THE OPERATOR BEING TREATED BY ANY PERSON FOR ANY PURPOSES AS AN EMPLOYEE OF THE COMPANY (OR ANY CLAIM THAT THE OPERATOR SHOULD BE SO TREATED).

(g) ANY BREACH BY THE SUPPLIER OF ITS OBLIGATIONS UNDER CLAUSE 28 (BRIBERY AND CORRUPTION).

21.5 IF THE EVENT OF ANY SUPPLIER INTELLECTUAL PROPERTY INFRINGEMENT, OR WHERE THE SUPPLIER REASONABLY BELIEVES ONE IS LIKELY TO OCCUR, THE SUPPLIER SHALL, IN ADDITION TO ITS OBLIGATION TO INDEMNIFY AND TO THE OTHER RIGHTS THE COMPANY AND/OR THE SERVICE RECIPIENTS MAY HAVE UNDER THESE CONDITIONS, AT THE SUPPLIER'S EXPENSE PROMPTLY SECURE THE RIGHT TO CONTINUE USING THE PLANT FREE OF CHARGE AND ON THE TERMS OF THESE CONDITIONS OR, WHERE THE SUPPLIER IS UNABLE TO PROCURE SUCH RIGHTS, MAKE SUCH ALTERATION, MODIFICATION OR ADJUSTMENTS TO OR REPLACE THE PLANT FREE OF CHARGE WITHIN TWENTY (20) BUSINESS DAYS (OR SUCH OTHER PERIOD AGREED IN WRITING WITH THE COMPANY) AS IS NECESSARY AND ACCEPTABLE TO THE COMPANY IN ORDER TO MAKE THE PLANT NON-INFRINGEMENT (WITHOUT REDUCING OR ADVERSELY AFFECTING THE FUNCTIONALITY OR PERFORMANCE THEREOF).

21.6 THE SUPPLIER SHALL NOTIFY THE COMPANY AS SOON AS IT KNOWS OR BECOMES AWARE OF ANY EVENT ARISING IN CONNECTION WITH THESE CONDITIONS WHICH IT BELIEVES MAY GIVE RISE TO A CLAIM UNDER THE PROVISIONS OF THIS CLAUSE 21 AND THE SUPPLIER SHALL NOT MAKE ANY ADMISSIONS WHICH MAY BE PREJUDICIAL TO THE DEFENCE OR SETTLEMENT OF ANY THIRD PARTY CLAIM, ALLEGATION, DEMAND OR ACTION IN CONNECTION WITH ANY INDEMNITIES GIVEN IN THESE CONDITIONS.

21.7 NOTHING IN THESE CONDITIONS EXCLUDES OR LIMITS THE LIABILITY OF:

(a) EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS OWN NEGLIGENCE (OR THE NEGLIGENCE OF ITS DIRECTORS, EMPLOYEES, AGENTS OR SUB-CONTRACTORS), FOR FRAUDULENT MISREPRESENTATION BY IT, FOR FRAUD OR FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THE SUPPLIER TO EXCLUDE OR TO ATTEMPT TO EXCLUDE ITS LIABILITY; NOR

(b) THE SUPPLIER WITH RESPECT TO LOSSES FOR WHICH THE SUPPLIER PROVIDES AN INDEMNITY IN ACCORDANCE WITH CLAUSES 20.3 AND 21.4.

21.8 SUBJECT TO CLAUSES 21.1 AND 21.7, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ALL SERVICE RECIPIENTS (INCLUDING ALL OF THEIR EMPLOYEES, SERVANTS, AGENTS OR SUB-CONTRACTORS) HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THESE CONDITIONS AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) BREACH OF STATUTORY DUTY, RESTITUTION, UNDER ANY INDEMNITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT SET OUT IN THE PURCHASE ORDER OR 10% OF THE CONTRACT PRICE IF NO AMOUNT IS STATED IN THE PURCHASE ORDER.

21.9 SUBJECT TO CLAUSE 21.7, NEITHER THE COMPANY NOR ANY SERVICE RECIPIENT NOR ANY OF THEIR AGENTS OR EMPLOYEES SHALL BE LIABLE TO THE SUPPLIER, ANY SUB-CONTRACTOR OR ANY THIRD PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), UNDER STATUTE OR OTHERWISE AS A RESULT OF ANY OF THE INFORMATION PROVIDED TO THE SUPPLIER OR ANY SUB SUPPLIER PRIOR TO THE COMMENCEMENT DATE BEING INCOMPLETE OR INACCURATE.

21.10 THE COMPANY AND THE SUPPLIER ACKNOWLEDGE THAT THE ABOVE PROVISIONS OF THIS CLAUSE 21 ARE REASONABLE AND ARE REFLECTED IN THE HIRE CHARGE.

22 Insurance

22.1 The Supplier shall maintain (at its sole cost) adequate insurance cover to meet any liabilities which may arise with respect to its performance or failure to perform its obligations under these Conditions for such period as is necessary to ensure that insurance is provided for all such liabilities irrespective of when any claim in relation to any such liability is made (Insurances).

22.2 The Supplier shall in relation to all of the Insurances provide to the Company on request copies of all insurance policies (and any amendments) and evidence that the premiums have been paid and that the Insurances are in full force and effect.

22.3 Copy renewal certificates in relation to the Insurances shall be obtained and forwarded to the Project Manager as soon as possible but in any event at least ten (10) Business Days before the relevant renewal date in each case. If the Supplier is in breach of clause 22.1 the Company may itself pay any premiums or may procure such Insurances and then recover such sums, together with any expenses, from the Supplier.

23 Assignment and Sub-Contracting

23.1 The Supplier shall not assign nor otherwise transfer, nor sub-contract, any of its rights or obligations under the Contract (in whole or in part) without the prior written consent of the Company, which shall not be unreasonably withheld.

23.2 If the Supplier sub-contracts any part of the Services, then the Supplier shall not be relieved from any liability or obligation whatsoever under these Conditions, and the Supplier shall be fully responsible for the acts, omissions or defaults of any sub-contractors (and its employees) as if they were the acts, omissions or defaults of the Supplier.

23.3 The Company shall have the right to assign the benefit or novate the benefit and the burden of the Contract in whole or in part to any third party provided always that in the case of assignment the Company shall serve notice of the assignment upon the Supplier within 10 (ten) Business Days of completing such an assignment. The Supplier agrees that it shall enter into such form of agreement as the Company may reasonably require to effect the novation by the Company of any of its obligations under the Contract to a third party and to release the Company from its obligations and liabilities hereunder.

24 Termination

24.1 The Company will have the right to terminate the Contract at any time on giving to the Supplier one (1) Business Day's notice in which event:

(a) the hire of the Plant and (if applicable) the Operator will cease on the expiry of such notice period; and

(b) the Company will cease to be responsible for the Hire Charge with effect from the expiry of such notice period unless the Contract expressly provides for the Hire Period to be for a fixed minimum term in which case the Company will be responsible for any and all Hire Charge which is payable in respect of the remainder of such fixed minimum term after the expiry of such notice period (if any).

24.2 For the avoidance of doubt, unless otherwise agreed in writing by the Company and the Supplier, in the event of termination under clause 24.3 or 24.4, the hire of the Plant and (if applicable) the Operator will (if they have not already done so) cease and the Company will cease to be responsible for the Hire Charge with effect from the date of termination.

24.3 The Company may (without prejudice to any of its other rights, powers or remedies) terminate this Contract immediately by notice to the Supplier upon the occurrence of the Supplier suffering any Event of Insolvency;

24.4 Either Party shall have the right to terminate the Contract immediately by notice to the other Party if the other Party is in material breach of these Conditions and either such breach is incapable of remedy or, where such breach is capable of remedy, the other Party fails to remedy such breach within ten (10) Business Days of the date of service of a notice specifying the breach and requiring it to be remedied.

24.5 Termination or expiry of the Contract shall not prejudice any rights, powers or remedies of either Party which had arisen on or before the date of termination or expiry and shall not affect the coming into force or the continuation in force of any term that is expressly or by implication intended to come into or continue in force. Upon the termination or expiry of the Contract each Party shall (if required by the other Party) promptly return to the other all Materials and other property of the other held by it and the Supplier shall (if required by the Company) remove all Supplier's Equipment remaining on the Site in accordance with clause 14.4 and shall otherwise immediately cease to exercise the rights granted under clause 13.1 (if any).

24.6 The Supplier shall following termination of the Contract co-operate with and provide the Company with such information, advice and/or ongoing assistance as the Company may require (at the Company's request and, if terminated by the Company other than pursuant to clause 24.1, at the Supplier's expense) in order to ensure that such termination and its consequences causes the minimum disruption to the Company's business and affairs and the performance of its responsibilities, and in order to enable a smooth and seamless transition from the Services to the Replacement Services.

24.7 For the avoidance of doubt, the Company shall not be obliged to pay any cancellation charge or other compensation to the Supplier (including, without limitation, in respect of redundancy payments for the Supplier's employees or loss of profits) by reason solely of termination of the Contract by the Company.

25 Notices

25.1 All notices to be given to a party under these Conditions shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post to the address detailed in the Purchase Order. All notices sent to the Company must also be copied to the Company Secretary and Head of Legal. A party may change the details recorded for it in this clause by notice to the other in accordance with this clause 25.1.

25.2 A notice shall be treated as having been received: if delivered by hand between 9.00 am and 5.00 pm on a Business Day (**Business Hours**), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and if sent by first class post, at 9.00am on the Business Day after posting if posted on a Business Day, and at 9.00am on the third Business Day after posting if not posted on a Business Day.

26 Contracts (Rights of Third Parties) Act 1999

26.1 Save as may be expressly provided for herein, the Contract is only enforceable by the original Parties to it and by their successors in title and permitted assignees and any rights of any other person to enforce or rely upon any term of these Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

26.2 Subject to clause 26.4, each Service Recipient may bring a claim under the Contract in combination with any number of other Service Recipients or independently of any other Service Recipient. For the avoidance of doubt any Service Recipient(s) may bring a claim under the Contract through the Company in accordance with clause 26.3.

26.3 With respect any term of the Contract which is expressly or impliedly intended to benefit any Service Recipient:

(a) the parties agree that the Company may, as agent acting on behalf of such Service Recipient, enforce on behalf of that Service Recipient any such term and recover, in accordance with the provisions of these Conditions, any Losses suffered by that Service Recipient in connection with any breach of such term by the Supplier; and

(b) the Supplier hereby acknowledges for the purposes of these Conditions that such Losses shall be directly recoverable by the Company on behalf of such Service Recipient in the manner described above.

26.4 If any person who is not a Party to the Contract is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary the Contract (and any documents entered into pursuant to or in connection with it) without the consent of that person.

27 Force Majeure

27.1 Neither Party to the Contract shall be deemed to be in breach of these Conditions or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under these Conditions to the extent (and solely for the duration) that the same is caused by reason of Force Majeure.

27.2 If a Party is unable to perform any of its obligations under these Conditions by reason of Force Majeure then it shall give written notice to the other Party, specifying the nature, extent and anticipated impact of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure. The Company shall only be obliged to pay the Supplier for the Services actually performed during the Force Majeure.

27.3 Immediately upon the cessation of the Force Majeure the Party affected shall serve a notice informing the other Party in writing that the Force Majeure has ceased. The Party affected shall thereafter immediately resume full performance of its obligations under these Conditions save where the Company has terminated the Contract in accordance with clause 27.4 below.

27.4 If pursuant to this clause 27, the Supplier is excused from the performance of any Services for a period exceeding 30 days, then the Company may terminate this Contract or any Services affected by the Force Majeure by giving written notice of termination to the Supplier.

28 Bribery and Corruption

28.1 The Supplier warrants that no offence under the Bribery Act 2010 (**Bribery Act**) has been or will be committed by:

- (a) the Supplier; or
- (b) any associated person of the Supplier, in connection with the procurement or implementation of this Contract.

28.2 For the purposes of clause 28.1(b), the definition of **associated person** in section 8 of the Bribery Act applies.

28.3 If at any time the Supplier:

- (a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranty in clause 28.1; or
- (b) becomes the subject of any investigation in connection with the Bribery Act; or
- (c) becomes the subject of any other investigation in respect of any (or any suspected) wrong doing or impropriety; or
- (d) becomes aware of any equivalent investigation (as falls within clause 28.3(b) or 28.3(c) in respect of its employees, or sub-contractors or any other associated person, the Supplier (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and (where

clause 28.3(a) applies) shall co-operate with the Company in the investigation of the breach or suspected breach of warranty.

28.4 Similarly, the Supplier shall promptly inform the Company of any genuine and substantiated allegation, serious complaint or verifiable information in respect of any corruption related offence relating, in some way, to this Contract or to the Services (including, without limitation, any offence under the Bribery Act and/or any offence or practice relating to corruption, fraud, coercion, collusion, obstruction, money laundering and/or the financing of terrorism).

28.5 Breach of this clause 28 is a material breach by the Supplier which is not capable of remedy.

28.6 This clause 28 shall survive the expiry or termination (for any reason) of this Contract (or of the Supplier's engagement under it).

29 General

29.1 Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of these Conditions.

29.2 No failure to exercise, nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

29.3 Nothing in these Conditions is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party.

29.4 If any provision of these Conditions is declared by a judicial or other competent authority to be wholly or partly void, voidable, illegal or otherwise unenforceable that provision shall be deemed to be severed from these Conditions and will not affect any other provisions of these Conditions, which will remain in full force and effect, and enforceable to fullest extent permitted by law. The Parties will in good faith endeavour to agree to amend these Conditions to reflect as nearly as possible the spirit and intention behind the void, voidable, illegal or otherwise unenforceable provision.

29.5 The Supplier shall not at any time publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind, relating to these Conditions or the business of the Company or any Service Recipients generally, without the prior written consent of the Company. Such consent shall only relate and apply to each specific request for consent.

29.6 The Contract (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements, course of dealings and understandings between the parties, whether written or oral, relating to its subject matter.

29.7 Each party acknowledges that in entering into the Contract (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to these Conditions or not) that is not set out in these Conditions or the documents referred to in it. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral agreement or other assurance. The only remedy available to any party in respect of any representation, warranty, collateral contract or other assurance that is set out in these Conditions (or any document referred to in it) is for breach of contract under the terms of these Conditions (or the relevant document) and where any factual

circumstances give rise both to a claim for breach of this contract and for misrepresentation the parties agree that the innocent party's remedies shall be limited to those for breach of contract and shall not extend to any remedy for or in respect of representation. Nothing in these Conditions shall, however, limit or exclude any liability of either party for fraud or fraudulent misrepresentation.

29.8 Save as expressly indicated otherwise, all rights, powers and remedies granted to the Parties and/or the Service Recipients shall be cumulative and without prejudice to any other right, power or remedy of the Company and/or the Service Recipients no single or partial exercise of any right, power or remedy shall restrict or prejudice any other or further exercise of it or the exercise of any other right, power or remedy available to it.

29.9 Save as provided in clause 6 and subject to clause 26 (Contracts (Rights of Third Parties) Act 1999), no variation of the provisions of these Conditions shall be valid unless in writing signed by a director of the Company and a duly authorised representative on behalf of the Supplier.

29.10 This Contract shall be governed by the laws of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with the Contract, save that nothing in these Conditions shall limit the right of the Company and any Service Recipients to take proceedings against the Supplier in any other court of competent jurisdiction, whether concurrently or not.

Schedule: Data Processing Register

1 Subject-Matter of Processing

The Personal Data to be processed by the Supplier pursuant to the Contract concerns the following subject matter(s):

The Supplier will Process the Personal Data in connection with the performance of its duties and obligations under or in connection with the Contract, and in particular for the purposes described in the Specification and/or Purchase Order.

2 Duration of the Processing

The Personal Data to be processed under the Contract shall be Processed for the following duration:

In relation to any given Personal Data, for such duration as may be requisite for the performance of the Supplier's relevant duties and obligations under or in connection with the Contract, or for such alternative duration as may be specified in the Specification and/or Purchase Order.

3 Nature and Purposes of the Processing

The Personal Data to be processed under the Contract shall be processed for the following nature and purpose:

- The processing will be carried out for the purposes of performing the Supplier's duties and obligations under or in connection with the Contract, or for the purposes of providing the Services or performing the Supplier's other duties and obligations under the Contract; and/or
- As may be more specifically set out in the Specification and/or Purchase Order

4 Type of Personal Data

The Personal Data to be processed by the Supplier pursuant to the Contract concerns the following type of Personal Data:

- In connection with the administration of the subject matter of the Contract, whether employed by the Company, the Supplier, or any other person on behalf of either of them: names, contact details, addresses, e-mail address, telephone numbers, date of birth, and other information or financial information relevant to the engagement or involvement of the Data Subject with the Contract or activities carried on by the Data Subject in connection with the same; and/or

- In connection with any person(s) receiving, or receiving the benefit of, water and/or sewerage services, or otherwise being interested in such services, or the subject matter of Contract: names, contact details, addresses, e-mail address, telephone numbers, and other information relevant to the interactions between the Data Subject and the Company and/or the Supplier (or any third party on behalf of either of them); and/or
- As may be more specifically set out in the Specification.

5 Categories of Data Subjects

The Personal Data to be processed under the Contact concerns the following categories of Data Subjects:

- Person(s) receiving, or receiving the benefit of, water and/or sewerage services, or otherwise being interested in such services, or the subject matter of Contract: names, contact details, addresses, e-mail address, telephone numbers, and other information relevant to the interactions between the Data Subject and the Company and/or the Supplier (or any third party on behalf of either of them); and/or
- Person(s) employed or engaged by the Company or the Supplier or any other member of the Company's supply chain; and/or
- As may be more specifically set out in the Specification.

6 Contact details

For Personal Data queries arising from or in connection with the Contract, the Parties shall contact the following:

<p>For Company:</p> <p>Data Protection Team</p> <p>United Utilities, Legal Department,</p> <p>Grasmere House, Lingley Mere Business Park, Lingley Green Avenue, Warrington, WA5 3LP</p> <p>Contact details:</p>	<p>Any contact identified in the Purchase Order or the Specification as being the Supplier's main point of contact in respect of the Services, or as otherwise agreed between the parties from time to time.</p>
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<p>Email: DataProtectionandFraud@uuplc.co.uk</p> <p>Tel: 0345 075 0715</p>	
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