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WATER BOT - ADDITIONAL USEFUL CLAUSES

Back-up of Mains Water Supply for duration of Contract

“Mains Water Supply” means water accessed from the mains which is supplied by the water undertaker or any of its permitted successors or assigns.

[] From the Effective Date, the Purchaser shall ensure that the Facility and any other Site buildings and any of its processes which may use Treated Water are connected at all times to the Mains Water Supply. The Purchaser shall bear all costs in relation to maintaining the connection of the Mains Water Supply (including any stand-by supply charges) to the Facility and other Site buildings or processes for which the Purchaser uses Treated Water.

Discharge of Waste

[] If the Supplier discharges effluent from the Facility which directly causes the Purchaser to exceed the limits for such discharges prescribed in the Discharge Consent and such limits are not exceeded as a result of a Pollution Incident, Release Event or the Purchaser's negligent acts or omissions in relation to the Facility, the Supplier shall bear the cost of :

- (a) bringing the effluent within the limits prescribed in the Discharge Consent; and
- (b) any penalties levied against the Purchaser by the Mains Water Supplier as a result of exceeding such limits.

[Note: the Technical Specification should list Discharge Consent as a Purchaser Permit.]

In the case of full water management contracts the following should be added to Sub-Clause 3.1:

[] maintain connections between the Facility/Site and the Mains Water Supply and the connection between the Facility/Site and the main sewer for use in accordance with this Contract.

Purchaser's Entitlement to Terminate

[] The Purchaser shall be entitled to terminate the Contract, at the Purchaser's convenience, at any time after giving [] days' prior written notice to the Supplier.

[Note: for the purposes of payment on termination this should be treated in the same way as Purchaser default]

Purchaser's Right to Purchase Plant and Equipment

Add the following to Sub-clause 18.2:

[] Each item of Plant and Material forming part of the Equipment shall become the property of the Purchaser at the date the Supplier receives payment in full for such Plant or Equipment.

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Purchaser's Right to Purchase Facility - [Note: subject to financing]

Add following to Sub-Clause 2.4:

"At expiry of the Contract Period (save where the Contract is terminated under any provision other than this Clause 2), the Supplier may, at its option, transfer full title in the Facility to the Purchaser subject to the Purchaser making payment to the Supplier in accordance with Schedule 4 Part 2 paragraph [2].

Add the following as a new Clause 17.5:

[17.5] Purchaser's right to purchase Facility

In the event that the Purchaser exercises its right pursuant to Sub-Clause 17.1 to terminate the Contract, the Purchaser shall be entitled at its sole discretion to give notice to the Supplier at the time that it gives notice of termination that it wishes to acquire title in the Facility and, upon receipt of the sums referred to in Sub-Clause 17.3 and Schedule 4 Part 2, the Supplier shall take all action to transfer title of the Facility to the Purchaser and the provisions of Sub-Clause 17.3(g) shall not apply.

Add following as a new Sub-Clause 17.3 (g):

- (g) if the Purchaser has exercised its right to acquire title in the Facility in accordance with Sub-Clause 17.5, the provisions of Clauses 1, 18, 21 and 23 shall apply as if a new agreement had been entered into containing only those clauses and the Purchaser shall have an ongoing obligation to pay to the Supplier an annual base charge of [AMOUNT AND CURRENCY] but all other obligations of the Parties shall cease.

Add following words at end of first sentence in Sub-Clause 18.2 (a):

"unless and until transferred to the Purchaser in accordance with Sub-Clause 17.5 or Sub-Clause 2.4."

Add following as paragraph 2 of Schedule 4 Part 2:

"Where the Lenders hold the title in the Facility and the Purchaser is required to purchase the Facility under this Part 2, the Purchaser shall purchase the Facility from the Lenders on the terms reasonably required by the Lenders as set out in this Part 2."

Add to Amount payable for expiry of contract (Schedule 4 Part 2):

"the annual base charge payable under Sub-Clause 17.3 (g)".