

SCHEDULE 1

DEFINITIONS

1. DEFINITIONS

1.1 Except where the context otherwise requires capitalised terms shall have the following meanings:

1999 Act	means the Local Government Act 1999 (as amended by the Local Government and Public Involvement in Health Act 2007);
2009 Transfer	means the transfer dated 30 January 2009 and made between Consi Investments Limited and the Authority;
Abandon	means not to carry out any Works contemplated by the Construction Programme at the Site for twenty (20) consecutive Business Days or during sixty (60) Business Days (whether consecutive or not) in any Contract Year;
Accept	means Contract Waste which is delivered to the Contractor or its Contractor Related Party (either at the Facility or at a Contingency Delivery Point) by or on behalf of the Authority and which the Contractor accepts (in accordance with Schedule 31 (Waste Acceptance Protocol), and the terms "Accepted", "Accepting" and "Acceptance" shall be construed accordingly;
Acceptance Test Certificate	means a certificate issued by the Independent Certifier that the Acceptance Tests have been satisfied;
Acceptance Longstop Date	means such date that is eighteen (18) Months after the Planned Services Commencement Date;
Acceptance Tests	means the Tests so described in Schedule 11 (Tests);
Access Road	means the access road to the Site coloured blue on the Site Plan;

Access Road Disruption Event means:

- (a) a failure by the Transferor to comply with and/or discharge its maintenance obligations under or in connection with the 2009 Transfer; and/or
- (b) any act or omission of the Transferor, its officers, employees, licensees, tenants, agents or assigns; and/or
- (c) the exercise or enforcement by any beneficiaries of rights contained in the Disclosed Title Matters which affect the Access Road (other than in respect of any works which are carried out by, on behalf of or for the benefit of the Contractor or any Contractor Related Party); and/or
- (d) the exercise or enforcement by any third party of any rights in connection with any Conduits located on, over or under the Access Road (other than in respect of any works which are carried out by, on behalf of or for the benefit of the Contractor or any Contractor Related Party),

which prevents or Delays access to, egress from or passage across the Access Road and for these purposes "a single Access Road Disruption Event" shall include a series of such failures, acts or omissions which are connected or arise out of the same or similar circumstances.

For these purposes only, "**Delays**" shall mean any Access Road Disruption Event which occurs during the Works Period and which originates from a series of related and continuous events and which cause the Works to be delayed by more than 5 consecutive days;

Access Road Maintenance Payment

means the payment payable by the Authority to the Transferor in accordance with Clauses 12.2.1 and

12.5.3 of the 2009 Transfer;

Accrued Rights

has the meaning given to it in clause 10.8 (Authority Rights) of Schedule 24 (Direct Agreement);

Accrued Rights Value

has the meaning given to it in Schedule 24 (Direct Agreement);

Actual Landfill Tonnage

the Actual Contract Waste Accepted but Not Processed, the Actual APC Residue Landfill Tonnage and the Actual IBA Landfill Tonnage as such terms are defined in Schedule 4 (Payment Mechanism);

Actual Relevant Insurance Cost

has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);

Additional Permitted Borrowing

means on any date, the amount equal to any amount of principal outstanding under the Senior Financing Agreements (as the same may from time to time be amended whether or not with the approval of the Authority) in excess of the amount of principal scheduled under the Senior Financing Agreements at the Restatement Date to be outstanding at that date, but only to the extent that:

- (i) this amount is less than or equal to the Additional Permitted Borrowings Limit; and
- (ii) in respect of any Additional Permitted Borrowing the Agent is not in material breach of its obligations under clause 11.4 of the Direct Agreement as it applies to such Additional Permitted Borrowing;

and provided further that any such excess amount of principal which is (i) invested as part of any Qualifying Variation or (ii) outstanding from time to time as a result of any drawing under the Senior Financing Agreements as entered into at the Restatement Date, disregarding any subsequent amendment or (iii) outstanding from time to time as a result of any amendment to the Senior Financing

Agreements in respect of which the Authority has agreed that its liabilities on a termination may be increased pursuant to Clause 7.4.2(b), shall not be counted as Additional Permitted Borrowing;

Additional Permitted Borrowings Limit

means an amount equal to:

- (a) ten percent (10%) of the Original Senior Commitment, for any Additional Permitted Borrowing subsisting in the period from the date of Financial Close to the date on which the amount outstanding under the Senior Financing Agreements is reduced to fifty percent (50%) or less of the Original Senior Commitment, and thereafter;
- (b) the higher of:
 - (i) five percent (5%) of the Original Senior Commitment; and
 - (ii) the amount of any Additional Permitted Borrowing outstanding on the last day of the period referred to in (a);

Additional Waste

means Contract Waste in excess of the Maximum Tonnage;

Adjoining Owners

means all owners and occupiers of Adjoining Property;

Adjoining Property

means any land and/or property adjoining or in the neighbourhood of the Site and each and every part thereof including all Conduits, roads, footpaths, walls, fences, buildings and other erections and all Services Media and other apparatus on, under or within such land and/or property;

Adjudicator

has the meaning given to it in paragraph 3 (Adjudication) of Schedule 22 (Dispute Resolution Procedure);

Adjusted Estimated Fair Value

has the meaning given to it in Part 1 (Definitions) of

of the Contract	Schedule 17 (Compensation on Termination);
Adjusted Highest Compliant Tender Price	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Administrative Area	means the area defined by the map attached at Schedule 7 (i.e. the Authority's current administrative borders which will be defined by a map attached to the Contract);
Adverse Rights	means all (if any) rights of light and air and other rights and easements whatever (including any rights and easements in respect of Conduits) and all (if any) other Restrictions enjoyed over the Site by any Adjoining Property or Adjoining Owner;
Affected Party	has the meaning given to it in the definition of Force Majeure Event in this Schedule 1 (Definitions);
Affiliate	<p>means in relation to any person: (i) any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in Section 1159 of the Companies Act save that for the purposes of determining whether one entity is an Affiliate of another the transferee under a transfer of shares by way of security only shall be disregarded; and</p> <p>(ii) any limited liability partnership of which that person is a member with the right to veto key decisions requiring the approval of members and any subsidiary of that limited liability partnership;</p>
Agent	means Sumitomo Mitsui Banking Corporation Europe Limited in its capacity as agent for the Senior Lenders under the Senior Financing Agreements;
Agreed Abatement	has the meaning given to it in Part 1 (General Provisions) of Schedule 21 (Change Protocol);
Agreed Form	means in relation to any document, the form of the

document agreed between the Parties and initialled by or on behalf of the Parties for the purpose of identification;

Ancillary Documents

means those documents to which the Authority is not a party and which are listed in Part 1 (Ancillary Documents) of Schedule 5 (Ancillary Documents and Financing Agreements) as they may be amended or replaced from time to time;

Annual Services Plan

has the meaning given to it in paragraph 3.4 (Annual Services Report and Annual Services Plan) of Schedule 15 (Best Value and Continuous Improvement);

Annual Services Report

has the meaning given to it in paragraph 3.1 (Annual Services Report and Annual Services Plan) of Schedule 15 (Best Value and Continuous Improvement);

APB Distribution

means, for the period during which the Additional Permitted Borrowing subsists, an amount equal to the aggregate of all Distributions made during that period up to an amount equal to the principal of the Additional Permitted Borrowing on the first day of that period;

Appeal Contingency

means £150,000 (one hundred and fifty thousand pounds);

Appointed Representative

has the meaning given to it in Schedule 24 (Direct Agreement);

Approval Criteria

has the meaning given to it in Part 1 (General Provisions) of Schedule 21 (Change Protocol);

Architectural Enhancement

has the meaning given to it in Schedule 26 (Planning);

As Built Drawings

means drawings, technical information, models, operation and maintenance manuals to encompass the method of construction, manufacture, operation and maintenance of each element of the Facility and the Site in sufficient detail to allow a competent

person to understand all material elements of the construction of the Facility and the Site and to maintain, dismantle, reassemble, adjust and operate all plant and equipment forming the same;

Assets

means all assets and rights to enable the Authority or a successor contractor to own, operate and maintain the Project in accordance with this Contract including:

- (a) any land or buildings (including the Facility);
- (b) any plant, machinery, Equipment or fixed installations;
- (c) any books and records (including operating and maintenance manuals, the Operating Manual, health and safety manuals, documents maintained in accordance with the As Built Drawings and other know how);
- (d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred);
- (e) any revenues and any other contractual rights (including the novation of Off-Take and Third Party Waste Contracts);
- (f) subject to Clause 87, any Intellectual Property Rights;
- (g) subject to Clause 80.9, any Consents; and
- (h) where termination occurs pursuant to paragraph 3.5 of Schedule 26 (Planning), all documents, letters and instructions and enclosures to and opinions of Leading Counsel or the Contractor's consultants relating to any Planning Application, Environmental Permit, Planning Permission, Proceedings or Permit

Proceedings,

but excluding any assets and rights in respect of which the Authority is full legal and beneficial owner;

Assigned Employees

has the meaning given to it in Schedule 20 (Employment and Pensions);

Associated Company

means in respect of a relevant company, a company which is a subsidiary, a Holding Company or a company that is a subsidiary of the ultimate Holding Company of that relevant company, and in the case of the Contractor shall include Holdco, Intermediate Co and each of the Shareholders save that for the purposes of determining whether one entity is an Associated Company of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;

Authority Break Point Date

means the 5th, 10th, 15th and 20th anniversary of the Services Commencement Date;

Authority Change

has the meaning given to it in Part 1 (General Provisions) of Schedule 21 (Change Protocol);

Authority Change Notice

has the meaning given to it in Part 1 (General Provisions) of Schedule 21 (Change Protocol);

Authority Construction Liability Cap

has the meaning given to it in Schedule 24 (Direct Agreement);

Authority Construction Liquidated Damages Cap

has the meaning given to it in Schedule 24 (Direct Agreement);

Authority Default

means one of the following events:

- (a) an expropriation, sequestration or requisition of a material part of the Assets and/or shares of the Contractor and/or HoldCo and/or Intermediate Co by the Authority or other Relevant Authority;
- (b) a failure by the Authority to make payment of any amount of money equal to or

exceeding a figure which is one times the average Monthly Unitary Charge Payment that is due and payable by the Authority under this Contract within twenty (20) Business Days of service of a formal written demand by the Contractor, where that amount fell due and payable two (2) (or more) Months prior to the date of service of the written demand;

- (c) a breach by the Authority of its obligations under this Contract which substantially frustrates or renders it impossible for the Contractor to perform its obligations under this Contract for a continuous period of two (2) Months;
- (d) a breach by the Authority of Clause 81.1 (Restrictions on Transfer of this Contract by the Authority) occurs;
- (e) a failure by the Authority to pay the Readiness Milestone Payment by the expiry of ten (10) Business Days from receipt of the Documents as referred to in Clause 45.12.2 of this Contract; or
- (f) a failure by the Authority to pay
 - (i) the FC2 Payment by the date on which the FC2 Payment is payable by the Authority in accordance with clause 45.14 (FC2 Payment); or
 - (ii) any Construction Milestone Payment Instalment by the date on which the Construction Milestone Payment Instalment is payable by the Authority in accordance with clause 45.15.3.

Authority Default Termination Sum

means the amount payable in accordance with Clause 66 (Compensation on Termination for

	Authority Default);
Authority Initial Confirmation	has the meaning given in paragraph 2.4 of Part 4 (High Value Changes) of Schedule 21 (Change Protocol);
Authority Liability Cap	has the meaning given to it in Schedule 24 (Direct Agreement);
Authority Materials	has the meaning given to it in Clause 87.11.2 (Consequences of Termination/Expiry);
Authority Operating Liability Cap	has the meaning given to it in Schedule 24 (Direct Agreement);
Authority Operating Life Cycle Works Cap	has the meaning given to it in Schedule 24 (Direct Agreement);
Authority Operating Termination Cap	has the meaning given to it in Schedule 24 (Direct Agreement);
Authority Property	has the meaning given to it in Clause 61.1.2 (Indemnities);
Authority Project Intellectual Property	means all Intellectual Property Rights owned by the Authority and subsisting in any Disclosed Data, the Project Data, the Trade Marks and/or any other materials, information, documents, data and/or know how, provided to or made available by the Authority to the Contractor and/or any Contractor Related Party at any time during the Contract Period;
Authority Related Party	means any of the following: <ul style="list-style-type: none"> (a) an officer, servant, employee or agent of the Authority acting in that capacity; (b) any contractor or sub-contractor of the Authority of any tier (including, for the avoidance of doubt the WCAs) and their directors, officers, servants, employees or agents acting in that capacity; but excluding in any case the Contractor and any

	Contractor Related Parties;
Authority's Representative	means the representative appointed by the Authority pursuant to Clause 9.1 (Representatives of the Authority);
Authority's Requirements	means the requirements of the Authority in respect of the Project set out in Schedule 2 (Output Specification);
Authority Stage 1 Confirmation	has the meaning given in paragraph 4.2(a) of Part 4 (High Value Change) of Schedule 21 (Change Protocol);
Authority Stage 2 Confirmation	has the meaning given in paragraph 7.1(a) of Part 4 (High Value Change) of Schedule 21 (Change Protocol);
Base Case	means the Financial Model agreed between the parties at the Restatement Date (as updated from time to time in accordance with the terms of this Contract) for the purpose of, amongst other things, calculating the Unitary Charge. When Base Case is used in conjunction with discount rates, the reference shall be the "Sponsor Base Case" which is represented by the selection of Scenario 5 at cell reference 'Dashboard'!D3 in the Financial Model, with cash flow in constant prices when real discount rates are used and in current prices if nominal discount rates are used. Where the "Debt Sizing Base Case" is referred to this shall mean the selection of Scenario 1 at cell reference 'Dashboard'!D3 in the Financial Model and, where "Funder Base Case" is referred to this shall mean the selection of Scenario 2 at cell reference 'Dashboard'!D3 in the Financial Model. For the avoidance of doubt, where "Base Case" is referred to this shall mean all three of the Sponsor Base Case, Debt Sizing Base Case and Funder Base Case;
Base Case Change Date	has the meaning given to it in Schedule 19 (Revision Of Base Case And Custody);

Base Case Equity IRR	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Base Case Tonnage	means the Sponsor Base Case forecast tonnage to be delivered in each Contract Year being the aggregate of Maximum Base Price Band one and Maximum Base Price Band two tonnage for the relevant Contract Year as set out in Appendix 1 to Schedule 4 (Payment Mechanism);
Base Cost	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Base Price per Tonne	has the meaning given to it in Schedule 4 (Payment Mechanism);
Base Relevant Insurance Costs	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Base Relevant Insurance Reduction	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Base Senior Debt Termination Amount	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Base Tonnage	means 108,000 tonnes of Contract Waste per year;
Basic Design Proposals	means the Contractor's design for the Facility and the Site as set out in Schedule 29 (Basic Design Proposal);
BBIP	means Balfour Beatty Infrastructure Partners LP;
BBIPIL	means Balfour Beatty Infrastructure Projects Investment Limited;
Benchmarking Process	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Benchmarking Report	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Best Value Directions	has the meaning given to it in Schedule 20

	(Employment and Pensions);
Best Value Duty	has the meaning given to it in Schedule 15 (Best Value and Continuous Improvement);
Best Value Inspector	has the meaning given to it in Schedule 15 (Best Value and Continuous Improvement);
Best Value Services Change Notice	has the meaning given to it in paragraph 3.3 (Annual Service Report and Annual Services Plan) of Schedule 15 (Best Value and Continuous Improvement);
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
Business Interruption Cover	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Capital Expenditure	means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;
CDM Regulations	means the Construction (Design and Management) Regulations 2015;
Certification Requirements	means the requirements which must be satisfied for a contract to be a certified contract for the purposes of the Local Government (Contracts) Act 1997;
Challenge Period	has the meaning given to it in Schedule 26 (Planning);
Change	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Change Notice	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Change Protocol	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);

Change in Costs

means in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether positive or negative) upon the actual or anticipated costs, losses or liabilities of the Contractor and/or any Sub-Contractors (without double counting), including, as relevant, the following:

- (a) the costs of continued employment of, or making redundant, staff who are no longer required;
- (b) the costs of employing additional staff;
- (c) reasonable professional fees;
- (d) the costs to the Contractor of financing any Relevant Event (and the consequences thereof) including commitment fees and capital costs, interest and hedging costs, lost interest on any of the Contractor's own capital employed and any finance required pending receipt of a lump sum payment or adjustments to the Unitary Charge;
- (e) the effects on costs of implementation of any insurance reinstatement in accordance with this Contract, including any adverse effect on the insurance proceeds payable to the Contractor (whether arising from physical damage insurance or business interruption insurance (or their equivalent)) in respect of that insurance reinstatement and any extension of the period of implementation of the insurance reinstatement;
- (f) operating costs, or life cycle, maintenance or replacement costs;
- (g) Capital Expenditure (or, in the case of a Relevant Event which is a Qualifying Change in Law, Capital Expenditure for

which the Authority is responsible);

- (h) the costs required to ensure continued compliance with the Financing Agreements;
- (i) any deductible or increase in the level of deductible, or any increase in premium under or in respect of any insurance policy; and

- (j) Losses, including reasonable legal expenses on an indemnity basis,

provided that the Change in Costs shall only include any breakage or other costs associated with a Third Party Waste Contract or Off-Take Contract to the extent the Contractor has complied with the provisions of Clause 51 (Third Party Waste and Off Take Contracts);

Change in Law

means the coming into effect after the Restatement Date of:

- (a) Legislation, other than any Legislation which on the date of this Contract has been published:

- (i) in a draft Bill as part of a Government Departmental Consultation Paper;

- (ii) in a Bill;

- (iii) in a draft statutory instrument; or

- (iv) as a proposal in the Official Journal of the European Communities;

- (b) any Guidance; or

- (c) any applicable judgment of a relevant court of law which establishes or changes a binding precedent;

Change in Project Costs

has the meaning given to it in Part 1 (Definitions) of

Schedule 21 (Change Protocol);

Change in Revenue

means in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether positive or negative) upon the actual or anticipated income of the Contractor and/or any Sub-Contractor including subject to Clause 50.2 (Third Party Income) (without double counting);

Change of Ownership

means:

- (a) any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the Contractor or Holdco or Intermediate Co (including the control over the exercise of voting rights conferred on those shares or the control over the right to appoint or remove directors or the rights to dividends); and/or
- (b) any other arrangements that have or may have or which result in the same effect as paragraph (a) above;

Collateral Warranty

means a collateral warranty executed as a deed between the Authority and either (as the case may be) the Construction Sub-Contractor, a member of the Professional Team, the Operating Sub-Contractor or any Sub-Contractor in the relevant form as set out in Schedule 25 (Forms of Collateral Warranty), with such reasonable amendments as are agreed by the Authority acting reasonably;

Commencement Date

means 22 February 2013;

Commercial Waste

has the meaning given in Section 75(7) of the EPA;

Commercially Sensitive Information

means the sub set of Confidential Information listed in column 1 of Part 1 (Commercially Sensitive Contractual Provisions) and column 1 of Part 2 (Commercially Sensitive Material) of Schedule 23 (Commercially Sensitive Information) in each case for the period specified in column 2 of Parts 1 and 2

of Schedule 23 (Commercially Sensitive Information);

Commissioning Payment means the amount calculated in accordance with paragraph 3 of Schedule 4 (Payment Mechanism);

Commissioning Period means the period from the start of Cold Commissioning (as defined in Schedule 2 (Output Specification)) to the Services Commencement Date;

Commissioning Plan means the detailed commissioning plan developed from the Outline Commissioning Plan;

Common Terms Agreement has the meaning given to it in limb (a) of the definition of Senior Credit Agreements;

Companies Act means the Companies Act 2006;

Comparable Market has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);

Compensation Date has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);

Compensation Event means:

(a) in respect of the period from the date of this Contract until the Services Commencement Date, a breach by the Authority of any of its obligations under this Contract;

(b) in respect of the period from the Services Commencement Date, breach by the Authority of its obligations to deliver Exclusive Waste in accordance with clause 23.3.1;

(c) in respect of the period from the effective date of the New Lease, breach by the Authority of its obligations as Landlord pursuant to clauses 2.1, 2.2, 3.1, 3.3 and 11 of the New Lease; and

(d) a breach of the warranty provided under

Clause 5.5;

- (e) non payment (including any under-payment or delayed payment) by the Authority of the Access Road Maintenance Payment or any dispute relating to the Authority's payment obligations pursuant to the 2009 Transfer and;
- (f) during the Works Period, the continuance of an Access Road Disruption Event following the expiry of the 5 day period identified in Clause 12.8; or
- (g) a failure by the Authority to pay the Readiness Milestone Payment in accordance with Clause 45.12;
- (h) a failure by the Authority to pay:
 - (i) the FC2 Payment in accordance with Clause 45.14; or
 - (ii) any Construction Milestone Payment Instalment in accordance with clause 45.15.

Compensation Event TPI Adjustment	has the meaning given to it in paragraph 6.3 of Schedule 19 (Revision of Base Case and Custody);
Compliant Tender	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Compliant Tenderer	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Conduits	means all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, meters, switches, channels, flues and all other conducting media, appliances and apparatus and includes any fixtures, louvers, cowls and any other ancillary apparatus;
Confidential Information	means:

(a) information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how, of either Party and all Personal Data and sensitive personal data within the meaning of the DPA; and

(b) Commercially Sensitive Information;

Confirmation Notice

has the meaning given to it in Part 1 (Definitions) of Schedule 21 Part 1 (Change Protocol);

Consents

means all permissions, consents, approvals, certificates, permits, licences and authorisations of a Relevant Authority required for the performance of any of the Contractor's obligations under this Contract including for the avoidance of doubt:

(a) all Environmental Permits;

(b) all Planning Permissions; and

(c) all Planning Obligations;

Consents List

has the meaning given to it in Clause 12.5.1;

Construction Accrued Rights Liquidated Damages Value

has the meaning given to it in Schedule 24 (Direct Agreement);

Construction Accrued Rights Value

has the meaning given to it in Schedule 24 (Direct Agreement);

Construction Milestone Payment

has the meaning given to it in clause 45.13.1.2 (FC2 Payment and Construction Milestone Payment);

Construction Milestone Payment Instalment

means each instalment of the Construction Milestone Payment payable in accordance with clause 45.15 (Construction Milestone Payment);

Construction Panel

has the meaning given to it in paragraph 4 (Identity

of Adjudicator) of Schedule 22 (Dispute Resolution Procedure);

Construction Period Insurance has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);

Construction Programme means the programme for the carrying out of the Works as contained in Part 3 (Construction Programme) of Schedule 3 (Service Delivery Plans);

Construction Sub-Contract means, subject to Clause 7 (Amendment of Documents), the Construction Sub-Contract(s) in the Agreed Form between the Contractor and the Construction Sub-Contractor relating to the Works;

Construction Sub-Contract Dispute has the meaning given to it in paragraph 17.1 (Similar Disputes) of Schedule 22 (Dispute Resolution Procedure);

Construction Sub-Contractor means UBB Gloucester Construction JV an unincorporated joint venture formed of Urbaser Limited (company number 03588422) whose registered address is at First Floor, Westmoreland House, 80 – 86 Bath Road, Cheltenham, Gloucestershire, England, GL53 7JT and Balfour Beatty Construction Northern Limited (company number 02818602) whose registered office is at 130 Wilton Road, London, SW1V 1LQ and Balfour Beatty Engineering Services Limited (company number SC010625) whose registered office is at Lumina Building, 40 Ainslie Road, Hillington Park, Glasgow G52 4RU both as agents of Balfour Beatty Group Limited (company number 101073) whose registered office is at 130 Wilton Road, London, SW1V 1LQ or such other sub-contractor(s) as the Contractor may, subject to Clause 81 (Assignment and Sub-Contracting) appoint to carry out the Works;

Construction Sub-Contractor Default has the meaning given to it in the Construction Sub-Contract;

Construction Sub-Contractor's Liability Cap	has the meaning given to it in the Construction Sub-Contract;
Construction Sub-Contractor's Liquidated Damages Cap	has the meaning given to it in the Construction Sub-Contract;
Consumables	means those reagents listed in MS2C (Waste Treatment) as set out in Schedule 3 (Service Delivery Plans) of this Contract;
Contamination	means all or any pollutants or contaminants, including any chemical or industrial, radioactive, dangerous, toxic or hazardous substance, waste or residue (whether in solid, semi-solid or liquid form or a gas or vapour);
Contingency Delivery Point	has the meaning given to it in Schedule 2 (Output Specification);
Contingency Plan	means the contingency arrangements set out in MS2G (Contingency Plan);
Contingent Funding Liabilities	<p>means the contingent or future liabilities to subscribe for equity or subordinated debt (if any) at the relevant time of the:</p> <ul style="list-style-type: none"> (a) Shareholders; and/or (b) the Subordinated Lender; and/or (c) any other parties providing equity or subordinated debt, <p>owed under any of the Finance Documents to the Contractor and/or Holdco and/or Intermediate Co and/or the Senior Lenders together with, without double counting, any security (by way of letter of credit, guarantee or otherwise) for those liabilities;</p>
Contract	means this agreement (main body) executed by the Parties and all its Schedules;
Contract Default Notice	has the meaning given to it in Schedule 2 (Output Specification);

Contract Month	means each successive calendar Month in a Contract Year;
Contract Period	means the period from and including the Commencement Date to the Expiry Date or, if earlier, the Termination Date;
Contract Waste	means all Municipal Waste arising from time to time in the Authority's Administrative Area (including for the avoidance of doubt Exclusive Waste) excluding Retained Waste. For the avoidance of doubt Contract Waste does not include Third Party Waste and Substitute Waste;
Contract Waste Shortfall	has the meaning given in Clause 25.2.3(b);
Contract Year	means a period of twelve (12) Months commencing on 1 April, provided that: <ul style="list-style-type: none"> (a) the first Contract Year shall be the period commencing on the Restatement Date and ending on the immediately following 31 March; and (b) the final Contract Year shall be the period commencing on 1 April immediately preceding the last day of the Contract Period and ending on that day;
Contractor Change	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Contractor Change Notice	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Contractor Default	means any one or more of the following events: <ul style="list-style-type: none"> a) a breach by the Contractor of any of its obligations under this Contract which materially and adversely affects the performance of the Services (save where such breach is expressly referred to in or of a nature which could ultimately lead to default under limbs (b) to (q) of this

definition of "Contractor Default");

- b) a Persistent Breach occurs;
- c) a court makes an order that the Contractor be wound up or a resolution for a voluntary winding-up of the Contractor is passed;
- d) any receiver or receiver manager in respect of the Contractor is appointed or possession is taken by or on behalf of any creditor of any property of the Contractor or Holdco that is the subject of a charge;
- e) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act in respect of the Contractor;
- f) an administration order is made or an administrator is appointed in respect of the Contractor;
- g) a breach of Clause 81.2 (Restriction on the Contractor) occurs;
- h) a breach of Clause 82 (Change of Ownership) occurs;
- i) the Contractor Abandons the Works at any time;
- j) failure to submit a Planning Application by the Planning Application Longstop Date;
- k) failure to commence the Works by the Works Commencement Longstop Date;
- l) the Acceptance Test Certificate for the Facility has not been issued by the Acceptance Longstop Date;
- m) if from the commencement of the Services Period the tonnage to which Non-

Acceptance Deductions applies is equal to or exceeds:

- (i) 40,000 tonnes in any consecutive period of six (6) Months; or
 - (ii) 100,000 tonnes in any 12 Month period;
- n) if from the commencement of the Services Period the Facility is available to Accept Contract Waste and the Contractor fails to Process at least:
- (i) 70% of Accepted Contract Waste in any consecutive period of six (6) Months; or
 - (ii) 50% of Accepted Contract Waste in any 12 Month period; or
- o) if, from the commencement of the Services Period, in any two (2) consecutive Contract Years, the Actual Landfill Tonnage is greater than 375% of the Target Landfill Tonnage;
- p) from the commencement of the Services Period, the issue of a Contract Default Notice in accordance with Appendix 3 (Performance Measurement Framework) of Schedule 2 (Output Specification);
- q) subject to Clause 57 (Uninsurability), a breach by the Contractor of its obligations to take out and maintain any of the Required Insurances;

Contractor Initial Response

has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);

Contractor Materials

means all or any programmes, software, code, databases, data materials, works (whether literary, artistic or otherwise), know how and/or information which are used from time to time by the Contractor

and/or any Contractor Related Party or are otherwise relevant to the maintenance, management, provision, replacement, carrying out and operation of the Facility and/or the Services;

Contractor Related Party

means the Contractor's agents and Sub-Contractors (including without limitation the Construction Sub-Contractor and the Operating Sub-Contractor) and its or their sub-contractors of any tier and its or their directors, officers, employees and workmen in relation to the Project and any person on or at the Site at the express or implied invitation of the Contractor (other than the Authority or any Authority Related Party);

Contractor Response

has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);

Contractor Stage 1 Response

has the meaning given to it in paragraph 3.1 (Authority Stage 1 Confirmation) of Part 4 (High Value Changes) of Schedule 21 (Change Protocol);

Contractor Stage 2 Response

has the meaning given to it in paragraph 5.1 (Agreement of Contractor Stage 2 Response) of Part 4 (High Value Changes) of Schedule 21 (Change Protocol);

Contractor's Representative

means the person to be appointed by the Contractor pursuant to Clause 9.2 (Representatives of the Contractor);

Contractor Warranted Data

means the information relating to the Contractor and its Affiliates contained Schedule 6 (Contractor Warranted Data);

Conviction

means, other than in relation to minor road-traffic offences, any previous prosecutions, convictions cautions and binding over orders;

Custodian

has the meaning given to it in Schedule 19 (Revision Of Base Case And Custody);

Deductions	means all negative adjustments to the Commissioning Payment, the Monthly Unitary Charge Payment or the Annual Reconciliation Payment (as the case may be) as provided for in Schedule 4 (Payment Mechanism);
Deemed New Contract	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Deemed Refusal	has the meaning given to it in Schedule 26 (Planning);
Default Interest	means any increased margin that is payable to the Senior Lenders or which accrues as a result of any payment due to the Senior Lenders not being made on the date on which it is due;
Default Points	has the meaning given to it in Schedule 2 (Output Specification);
Defect	any defect in the Facility or any part of it, or anything installed in it attributable to: <ul style="list-style-type: none"> a) defective design; b) defective workmanship or defective materials, plant or machinery used in such construction having regard to Good Industry Practice and to appropriate British standards and codes of practice current at the date of construction in the Facility; c) the use of materials on the construction of the Facility which (whether or not defective in themselves) prove to be defective in the use to which they are put in the construction of the Facility; d) defective installation of anything in or on the Facility; e) defective preparation of the Site on which the Facility is, or has been, constructed; or f) defects brought about by adverse ground conditions or by reason of subsidence, water table change, underground mines or

any other change to ground conditions,

and "Defective" shall be construed accordingly;

Delivery Point

has the meaning given to it in Schedule 4 (Payment Mechanism);

Design Data

means all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the design, construction, testing or operation of the Project in each case that is used by or on behalf of the Contractor and/or its Sub-Contractors in connection with the provision of the Works and/or the Services or the performance of the Contractor's obligations under this Contract;

Direct Agreement

means the direct agreement dated on or about the date of this Contract and made between the Authority, the Contractor and the Agent in the form set out in Schedule 24 (Direct Agreement);

Direct Losses

means all damage, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an agent/client, client paying basis), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

Directive

has the meaning given to it in Schedule 20 (Employment and Pensions);

Disclosed Data

means information relating to the Project disclosed to the Contractor and its Shareholders and advisers including:

- (a) the Invitation to Submit Outline Solutions issued on 7 July 2009;
- (b) the Invitation to Submit Detailed Solutions issued on 2 February 2010;
- (c) the ISDS Stage Strategic Review Scoping Document issued 24 November 2010;
- (d) the Invitation to Submit Refined Solutions issued on 5 April 2011;

- (e) the Invitation to Submit Final Tenders issued 7 October 2011;
- (f) the Descriptive Documents issued by the Authority on 2 February 2009 and 7 July 2009 respectively in relation to the Project;
- (g) the data rooms located at:
 - (i) <https://extranet.4projects.com/popuplogin.asp?redirect=0&new=1>;
 - (ii) <https://n3g.4projects.com/PreApp/Login.aspx?ReturnUrl=%2fDefault.aspx&clrSess=true>;

Disclosed Title Matters means the matters set out in Part 2 of Schedule 7 (Site Information) and the deed made between Consi Investments Limited (1), the Contractor (2) and the Authority (3) on or around the Commencement Date;

Disclosure and Barring Service means the body corporate established pursuant to Chapter 3 of Part 5 of the Protection of Freedoms Act, 2012

Discriminatory Change in Law means a Change in Law, the terms of which apply expressly to:

- (a) the Project and not to similar PPP projects;
- (b) the Contractor and not to other persons; and/or
- (c) PPP Contractors and not to other persons;

Disputed Amount has the meaning given to it in Clause 45.7.2 (Disputed Amounts);

Dispute Resolution Procedure means the procedure for the resolution of disputes set out in Schedule 22 (Dispute Resolution Procedure);

Distribution means:

- (a) whether in cash or in kind any;

- (i) dividend or other distribution in respect of share capital;
- (ii) reduction of capital, redemption or purchase of shares or any other reorganisation or variation to share capital;
- (iii) payments under the Subordinated Financing Agreements (whether of principal, interest, breakage costs or otherwise);
- (iv) payment, loan, contractual arrangement or transfer of assets or rights to the extent (in each case) it was put in place after Financial Close and was neither in the ordinary course of business nor on reasonable commercial terms;
- (v) the receipt of any other benefit which is not received in the ordinary course of business and on reasonable commercial terms; or

(b) the early release of any Contingent Funding Liabilities, the amount of such release being deemed to be a gain for the purposes of any calculation of Refinancing Gain;

DPA	means the Data Protection Act 1998;
EEA	has the meaning given to it in Schedule 16 (Refinancing);
Electrical Output	has the meaning given to it in Schedule 33 (Power Offtake Arrangements);
Electricity Commissioning Period	has the meaning given to it in Schedule 33 (Power Offtake Arrangements);
Electricity Payment	has the meaning given to it in Schedule 4 (Payment Mechanism);

Eligible Employees	has the meaning given to it in Schedule 20 (Employment and Pensions);
Emergency	means an event causing or, in the reasonable opinion of a Party, threatening to cause death or serious injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services (and whether or not an Emergency has arisen shall be determined in the case of any dispute by the Authority acting reasonably);
Employee Costs	has the meaning given to it in Schedule 20 (Employment and Pensions);
Employee Liability Information	has the meaning given to it in Schedule 20 (Employment and Pensions);
Enforced Closure	means the Facility is required by Legislation and/or any Environmental Permit to be closed to the reception of Waste;
Environmental Regulations	Information means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
Environmental Regulations	Permitting means the Environmental and Permitting (England and Wales) Regulations 2007 SI 2007 No. 3538;
Environmental Permit	means the permit required and issued by the Permitting Authority pursuant to the Environmental Permitting Regulations in respect of the Facility;
EPA	means the Environmental Protection Act 1990;
Equipment	means all moveable plant and equipment to be provided and maintained by the Contractor in order to comply with its obligations under this Contract;
Equipment List	means the list detailing all Equipment and fixed installations prepared and updated in accordance

	with Clause 30 (Equipment);
Equity IRR	has the meaning given to it in Schedule 16 (Refinancing);
Estimated Change in Project Costs	means in respect of any Relevant Event the aggregate of any estimated Change in Costs and/or (without double counting) Change in Revenue (as relevant);
Estimated Fair Value of the Contract	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Exceptional Cost	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Exceptional Saving	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Excess Tranche 1 SCW	has the meaning given to it in Clause 23.4.3;
Exclusive Waste	means all Contract Waste arising from time to time in the Authority's Administrative Area up to a maximum amount equal to the Base Case Tonnage plus any volume of Supplementary Contract Waste notified in a SCW Increase Notice (as may be reduced in accordance with Clause 23.4.8) (provided that Unacceptable Waste shall not be taken into account for the purposes of calculating whether or not the maximum amount has been reached). For the avoidance of doubt, Exclusive Waste does not include Third Party Waste and Substitute Waste;
Excusing Cause	means those events listed in Clause 41.2 (Relief from Deductions);
Exempt Refinancing	has the meaning given to it in Schedule 16 (Refinancing);
Expert	has the meaning given to it in Schedule 24 (Direct Agreement);
Expiry Date	means the 25th anniversary of the later of the Services Commencement Date and the Planned Services Commencement Date;

Facility	means the waste treatment facility at the Site and all supporting infrastructure including associated plant, equipment and machinery and amenities to be designed, constructed, tested and commissioned pursuant to this Contract and "Facilities" shall be interpreted accordingly;
Fair Deal	has the meaning given to it in Schedule 20 (Employment and Pensions);
Fair Value	means the amount at which an asset or liability could be exchanged on an arm's length transaction between informed and willing parties, other than in a forced liquidation or sale;
FC2 Payment	has the meaning given to it in clause 45.13.1.1 (FC2 Payment and Construction Milestone Payment);
Fees Regulations	means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;
Final Equipment List	has the meaning given in Clause 30.1.5 (Equipment);
Final Statement	has the meaning given to it in the Construction Sub-Contract;
Final Warning Notice	means a notice served under Clause 67.3.2 (Persistent Breach);
Financial Close	has the meaning given to it in the Common Terms Agreement;
Financial Model	has the meaning given to the term "Approved Financial Model" in the Common Terms Agreement;
Financing Agreements	means all or any of the agreements or instruments entered into or to be entered into by the Contractor or any of its Associated Companies relating to the financing of the Project (including the Initial Financing Agreements and any agreements or instruments to be entered into by the Contractor or any of its Associated Companies relating to the re-scheduling of their indebtedness or any Refinancing);

Financing Default	means any of the Events of Default (as defined in the Common Terms Agreement);
First Contractor	has the meaning given to it in Schedule 20 (Employment and Pensions);
First Insurance Review Date	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Act;
Force Majeure Event	<p>means the occurrence after the Commencement Date of:</p> <ul style="list-style-type: none"> (a) war, civil war, armed conflict or terrorism; or (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of any actions or breach of the Contractor or its Sub-Contractors of any tier except where such actions or breach of the Contractor constitute solely the receipt, handling or treatment by the Contractor or Sub-Contractor of any Waste (containing nuclear, chemical or biological contamination) in accordance with the provisions of Clause 51.5.1(a); or (c) pressure waves caused by devices travelling at supersonic speeds, <p>which directly causes either Party (the "Affected Party") to be unable to comply with all or a material part of its obligations under this Contract;</p>
Force Majeure Termination Sum	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);

Force Majeure TPI Adjustment	has the meaning given to it in Schedule 19 (Revision of Base Case and Custody);
Freehold Site	means the freehold site listed at Schedule 7 (Site Information);
Future Service Provider	has the meaning given to it in Schedule 20 (Employment and Pensions);
General Change in Law	means a Change in Law which is not a Discriminatory Change in Law or a Specific Change in Law;
Good Industry Practice	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as that of the Contractor) or Construction Sub-Contractor or Operating Sub-Contractor or any sub-contractor under the same or similar circumstances;
Guaranteed Power Price	has the meaning given to it in Schedule 4 (Payment Mechanism);
Guidance	means any applicable guidance or directions with which the Contractor is bound to comply;
Handback Requirements	means the requirements on termination or expiry of this Contract set out in paragraph 20 (Handback Requirements) of Schedule 2 (Output Specification);
High Value Changes	has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Highest Compliant Tender Price	has the meaning given to it in Part 1 (Definitions) of Schedule 17 (Compensation on Termination);
Holdco	means UBB Waste (Gloucestershire) Holdings Limited, registration number 08301883, whose registered office is at Ashford House, Grenadier Road, Exeter, Devon, England EX1 3LH;
Holding Company	has the meaning given to it in Section 1159 of the Companies Act save that, for the purposes of determining whether one entity is an Affiliate of another, the transferee under a transfer of shares by way of security only shall be disregarded;

Household Waste	has the meaning attributed to it in Section 75(5) and Section 89 of the EPA and Schedules 1 and 2 of the Controlled Waste Regulations 1992.
HRCs	<ul style="list-style-type: none"> • Fosse Cross Household Recycling Centre, Calmsden (Cotswold); • Gloucester Household Recycling Centre, Hempsted (Gloucester); • Oak Quarry Household Recycling Centre, Broadwell, Coleford (Forest of Dean); • Pyke Quarry Household Recycling Centre, Horsely, Nailsworth (Cotswold); • Wingmoor Farm Household Recycling Centre, Stoke Orchard (Tewkesbury), <p>or such other household recycling centres as are notified to the Contractor by the Authority from time to time;</p>
IBA	means incinerator bottom ash;
Indemnified Party	has the meaning given to it in Clause 61.4 (Notification of Claims);
Indemnifying Party	has the meaning given to it in Clause 61.4 (Notification of Claims);
Independent Certifier	means the person appointed jointly by the Authority and the Contractor to act as independent certifier to the Project in accordance with the Independent Certifier's Deed of Appointment;
Independent Certifier's Deed of Appointment	means the deed of appointment of the Independent Certifier in the Agreed Form;
Independent Advisor	Technical has the meaning given to it in Part 1 (Definitions) of Schedule 21 (Change Protocol);
Index	has the meaning given to it in Clause 1.5 (except as regards the Payment Mechanism where the definition set out therein shall apply);
Indexation Date	has the meaning given to it in Schedule 4 (Payment Mechanism);
Indexed	has the meaning given to it in Clause 1.5 (except as regards the Payment Mechanism where the

definition set out therein shall apply);

Indirect Losses

means:

- (a) loss of profits;
- (b) loss of use;
- (c) loss of production;
- (d) loss of business;
- (e) loss of business opportunity; or
- (f) any claim for consequential loss or for indirect loss of any nature

provided that:

- (a) any losses of the Contractor arising under the Financing Agreements, the Sub-Contracts, any Third Party Waste Contracts, any Off-Take Contracts or any other contract generating Third Party Income;
- (b) any breakage costs under any Third Party Waste Contracts, or any Off-Take Contracts; and
- (c) any loss of Unitary Charge,

shall not be excluded by reason of this definition;

Information

has the meaning given under Section 84 of the FOIA;

Initial Financing Agreements

means the documents listed in Part 2 (Initial Financing Agreements) of Schedule 5 (Ancillary Documents), copies of which have been initialled by the Parties for the purposes of identification;

Instalment Dates

has the meaning given to it in paragraph 4.2.1.1 of Part 7 (General) of Schedule 17 (Compensation on Termination);

Insurance Cost Decrease

has the meaning given to it in Part 5 (Insurance

	Premium Risk Sharing) of Schedule 10 (Required Insurances);
Insurance Cost Differential	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Insurance Cost Increase	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Insurance Cost Index	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Insurance Review Date	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Insurance Review Period	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Insurance Review Procedure	has the meaning given to it in Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Insurance Term	means any terms and/or conditions required to be included in a policy of insurance by Clause 55 (Required Insurances) and/or Schedule 10 (Required Insurances) but excluding any risk;
Insurance Undertaking	has the meaning given to it in Schedule 16 (Refinancing);

Intellectual Property Rights	means any and all patents, trade marks, service marks, copyrights, database rights, moral rights, rights in a design, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto which is created, brought into existence, acquired, used or intended to be used by the Contractor or any Contractor Related Party for the purposes of carrying out the Works and/or providing the Services and/or otherwise for the purposes of this Contract;
Interim Payment	has the meaning given to it in the Construction Sub-Contract;
Interim Project Report	means a report submitted in accordance with Clause 54.9 (Accounts) covering, inter alia, details of the Financing Default and how the default occurred, what, if any, steps are being taken to rectify the default, any other steps that the Senior Lenders are proposing to take and the impact this could have on the continuation of this Contract;
Intermediate Co	means UBB Waste (Gloucestershire) Intermediate Limited, registration number 08301896, whose registered address is at Ashford House, Grenadier Road, Exeter, Devon, England EX1 3LH;
Intervening Contract	has the meaning given to it in Schedule 20 (Employment and Pensions);
Joint Insurance Account	means the joint bank account in the names of the Authority and the Contractor, having account number [REDACTED] with sort code [REDACTED] and held with Sumitomo Mitsui Banking Corporation Europe Limited;
Joint Insurance Cost Report	has the meaning given to it in paragraph 2.2 of Part 5 (Insurance Premium Risk Sharing) of Schedule 10 (Required Insurances);
Judicial Review Challenge	has the meaning given to it in Schedule 26 (Planning);

Junior Debt

means all amounts outstanding at the Termination Date under the Subordinated Financing Agreements;

Key Component

means any of the following components:

- a) the boiler;
- b) the grate;
- c) the steam turbine;
- d) the generator;
- e) the gearbox;
- f) the oil system;
- g) the air cooled condenser;
- h) the flue gas treatment (FGT) comprising items below:
 - the ducting work including reactor;
 - the bag filter;
 - the conditioning tower shells;
 - the storage silos;
 - the residues conveyors;
 - the stack;
 - the ID fan;
 - the steel structures; and
 - the flue gas analysers;
- i) IBA processing equipment;

Landfill

- (a) for the purposes of Landfill Tax has the meaning attributed to it by Section 65(1) of the Finance Act 1996; and
- (b) for all other purposes has the meaning

given to it in Waste Emissions Trading Act 2003,

and "Landfilled" and "Landfilling" shall be interpreted accordingly;

Landfill Directive has the meaning given in Council Directive 1999/31/EC;

Landfill Gate Fee has the meaning given to it in Schedule 4 (Payment Mechanism);

Landfill Payment has the meaning given to it in Schedule 4 (Payment Mechanism);

Landfill Tax has the meaning set out in Section 39(1) of the Finance Act 1996;

Latest Services Element means, at the relevant Market Testing Review Date, the following Market Tested Services:

- (a) the Landfill Gate Fee for APC Residues (as defined in Schedule 4 of the Project Agreement as such element may have been adjusted as a result of previous adjustments made pursuant to clause 34 (Market Testing));
- (b) the Landfill Gate Fee for Contract Waste Accepted but Not Processed (as defined in Schedule 4 of the Project Agreement as such element may have been adjusted as a result of previous adjustments made pursuant to clause 34 (Market Testing));
- (c) the Landfill Gate Fee for IBA (as defined in Schedule 4 of the Project Agreement as such element may have been adjusted as a result of previous adjustments made pursuant to clause 34 (Market Testing));
- (e) the Products sum in the Relevant Contract Year which is the set out in cell 'Operations!'row216 of the Base Case. For the avoidance of doubt this includes

revenue from ferrous metals, non-ferrous metals and aggregates ;

- (f) the Utilities sum in the Relevant Contract Year set out in cell 'Operations!'Row471 of the Base Case;
- (g) the Consumables sum in the Relevant Contract Years set out in cell 'Operations!'Row469 of the Base Case pro-rated for the Authority's usage of the Facility; and
- (h) the Transportation sum in the Relevant Contract Year set out in cell 'Operations!'Row488 of the Base Case;

Leading Counsel

has the meaning given to it in Schedule 26 (Planning);

Lender(s)

has the meaning given to it in Schedule 25 (Form of Collateral Warranty);

Legislation

means:

- (a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (b) any exercise of the Royal Prerogative; and
- (c) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972,

in each case in the United Kingdom;

Licensed Purposes

means:

- (a) the design, construction, maintenance, management, provision, carrying out, replacement for the purposes of repair and/or operation of the Facility and/or the Services insofar as they are delivered from the Facility; and/or
- (b) the design, construction, maintenance, management, provision, carrying out, replacement for the purposes of repair

	and/or operation of services analogous to the Services insofar as they are delivered from the Facility but provided by a third party; and/or
	(c) the receipt of the Services and/or any services analogous to the Services insofar as they are delivered from the Facility but provided by a third party;
Life Cycle Works Cap	has the meaning given to it in the Operating Sub-Contract;
Liquid Market	has the meaning given to it in Schedule 17 (Compensation on Termination);
Loan Life Cover Ratio	means, as at any Ratio Testing Date, the ratio of A:B where: (A) is the Discounted Loan Life Net Cash Flow; and (B) is the Outstanding Liabilities, as that Ratio Testing Date determined by reference to the Approved Financial Model in respect of the relevant Ratio Testing Date (all such terms as defined in the Common Terms Agreement);
Local Government Pension Scheme	has the meaning given to it in Schedule 20 (Employment and Pensions);
Lock In Period	means the period expiring on the date that is 2 years after the Services Commencement Date for the Facility;
Losses	means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands;
Low Value Change	has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
Low Value Change Request	has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
Maintenance Requirements	means those requirements in respect of the

maintenance of the Facility and the Site set out in paragraph 10 (Maintenance) of Schedule 2 (Output Specification);

Market Costs	means the charges made by reputable organisations possessing an appropriate degree of skill, resources, reputation and financial standing relative to the provision of the Market Tested Services in question;
Market Tested Services	means Landfill, (including Landfill Gate Fees for unprocessed Contract Waste), Products, Utilities Consumables and Transportation;
Market Testing	means market testing in accordance with Clause 34.1 (Market Testing Procedure);
Market Testing Proposal	has the meaning given to it in Clause 34.1.2 (Market Testing Procedure);
Market Testing Review Dates	means the second anniversary of the Services Commencement Date and every subsequent fifth anniversary of that date until the Expiry Date or, if earlier, the Termination Date;
Market Value Availability Deduction Amount	has the meaning given to it in Schedule 17 (Compensation on Termination);
Material Departure	has the meaning given to in Schedule 32;
Maximum Tonnage	means 185,000 tonnes of Contract Waste per year;
Maximum Unitary Charge	has the meaning given to it in Schedule 17 (Compensation on Termination);
Medium Value Change	has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
Method Statements	means the Works Delivery Plans and the Services Method Statements;
Mileage Deductions	means the amount calculated in accordance with paragraph 9 of Schedule 4 (Payment Mechanism);
Minimum SCW Period	means a period of 24 consecutive months;
Monitoring Report	means a monitoring report produced by the Contractor in relation to performance by the Contractor of the Services;
Month	means any month in a Contract Year provided that:

- (a) the first Contract Month shall commence on the Restatement Date and end on the last day of the month in which the Restatement Date occurs; and
- (b) the last Contract Month shall begin on the first day of the month in which the last day of the Contract Period occurs and end on that day,

and the term "Months" shall be construed accordingly;

Monthly Operating Payment has the meaning given to it in the Operating Sub-Contract;

Monthly Unitary Charge Payment has the meaning given to it in Schedule 4 (Payment Mechanism);

Municipal Waste means all Waste which by virtue of Legislation a local authority has a statutory duty or power to collect, including (without limitation) Household Waste, Commercial Waste, fly tipped waste and street cleansing arisings (and, in relation to Commercial Waste, which it does in fact collect);

Net Present Value means the aggregate of the discounted values, calculated as of the estimated date of the Refinancing, of each of the relevant projected Distributions, in each case discounted using the Threshold Equity IRR;

New Contract has the meaning given to it in Schedule 17 (Compensation on Termination);

New Contractor means the person who has entered or who will enter into the New Contract with the Authority or, where applicable to the retendering procedure in Schedule 17 (Compensation on Termination), the Deemed New Contract;

New Contractor Rectification Period means such period as is reasonable in the circumstances from the date of the New Contract to allow the New Contractor to carry out the New Contractor Rectification Works as shall be agreed by the parties or in default of agreement determined pursuant to Clause 60 (Dispute

	Resolution);
New Contractor Rectification Plan	means the rectification plan to be implemented by the New Contractor setting out the New Contractor Rectification Works and timescales;
New Contractor Rectification Works	means such works (including new and rectification works) and implementation of such new systems as shall be required to enable the New Contractor to achieve the standards and targets set out in Schedule 2 (Output Specification);
New Lease	means the lease of the Freehold Site in the form set out in Part 1 of Schedule 7 (Site Information);
National Non Domestic Rates or NNDR	means the National Non Domestic Rates (or successor or replacement thereof) as contained in the Local Government Finance Act 1988;
Non-Acceptance Deduction	means the deduction calculated in accordance with paragraph 10 of Schedule 4 (Payment Mechanism);
Not Accept(ed)	means Contract Waste which is delivered to the Contractor or a Contractor Related Party (either at the Facility or at a Contingency Delivery Point) by or on behalf of the Authority and which the Contractor or a Contractor Related Party does not Accept (all in accordance with Schedule 31 (Waste Acceptance Protocol) of this Contract);
Notice Date	has the meaning given to it in Schedule 17 (Compensation on Termination);
Notice of Non-Completion	has the meaning given to it in Clause 21.2.8(b);
Notice to Proceed	shall have the meaning given to it in clause 13B of the Construction Sub-Contract;
Notifiable Financings	has the meaning given to it in Schedule 16 (Refinancing);
Notional Electrical Output	has the meaning given to it in Schedule 4 (Payment Mechanism);
Off-Site Expenditure	has the meaning given to it in Schedule 26 (Planning);
Off-Site Works	has the meaning given to it in Schedule 26 (Planning);

Off-Take Contracts	means contracts relating to the off-take of Products and heat;
Offtake Agreement	has the meaning given to it in Schedule 33 (Power Offtake Arrangements);
Offtake Payment	has the meaning given to it in Schedule 4 (Payment Mechanism);
Offtaker	has the meaning given to it in Schedule 33 (Power Offtake Arrangements);
Operating Accrued Rights Life Cycle Works Value	has the meaning given to it in Schedule 24 (Direct Agreement);
Operating Accrued Rights Termination Value	has the meaning given to it in Schedule 24 (Direct Agreement);
Operating Accrued Rights Value	has the meaning given to it in Schedule 24 (Direct Agreement);
Operating Manual	has the meaning given to it in Clause 28.1 (Maintenance of Manual);
Operating Sub-Contract	means, subject to Clause 7 (Amendment of Documents), the agreement in the Agreed Form between the Contractor and the Operating Sub-Contractor relating to the Services;
Operating Sub-Contract Dispute	has the meaning given to it in paragraph 17.2 (Similar Disputes) of Schedule 22 (Dispute Resolution Procedure);
Operating Sub-Contractor	means Urbaser Environmental Limited (registered number 07888606) whose registered office is at First Floor, Westmoreland House, 80 - 86 Bath Road, Cheltenham, Gloucestershire, England, GL53 7JT, or such other Sub-Contractor as the Contractor may, subject to Clause 81 (Assignment and Sub-Contracting), appointed to provide the Services;
Operating Sub-Contractor Default	has the meaning given to it in the Operating Sub-Contract;
Operating Sub-Contractor Liability Cap	has the meaning given to it in the Operating Sub-Contract;
Operating Sub-Contractor Termination Cap	has the meaning given to it in the Operating Sub-Contract;

Operational Panel	has the meaning given to it in paragraph 4.1 (Identity of Adjudicator) of Schedule 22 (Dispute Resolution Procedure);
Option Period	has the meaning given to it in Clause 57.4 (Relevant Payment);
Original Senior Commitment	means the amount committed under the Senior Financing Agreements as at the Restatement Date (as adjusted to take into account any Qualifying Variation);
Other Component	has the meaning given to it in Schedule 4 (Payment Mechanism);
Outline Commissioning Plan	means the plan provided by the Contractor in accordance with the Works Requirements as set out in the Works Delivery Plan (WDP4 (Commissioning));
Outline Substitute Waste Plan	means the plan to be developed in accordance with Schedule 30 (Outline Substitute Waste Plan) of the Contract;
Output Specification	means the requirements of the Authority in respect of the Project as set out in Schedule 2 (Output Specification);
Outstanding Principal	has the meaning given to it in Schedule 17 (Compensation on Termination);
Outstanding Work	has the meaning given to it in Clause 79.4 (Maintenance Work);
Party	means a party to this Contract and 'Parties' shall be construed accordingly;
Payment Mechanism	means the payment mechanism set out in Schedule 4 (Payment Mechanism);
Payment Period	means each Month during the Contract Period;
Performance Deductions	has the meaning given to it in Schedule 4 (Payment Mechanism);
Performance Measurement Framework	means the performance measurement framework set out in Appendix 3 of Schedule 2 (Output Specification);
Performance Standard	means the standards set out in tables 3.3 and 3.4 of Appendix 3 (Performance Measurement

Framework) of Schedule 2 (Output Specification);

means, without double counting, any:

Permitted Borrowing

- (a) advance to the Contractor under the Senior Financing Agreements, (disregarding any amendments that have not been approved or given effect under clause 7.4.2(a), or approved for the purposes of clause 7.4.2(b) (Changes to Financing Agreements);
- (b) Additional Permitted Borrowing; and
- (c) interest on the above amounts and (disregarding any amendments that have not been approved or given effect under clause 7.4.2(a), or approved for the purposes of clause 7.4.2(b) (Changes to Financing Agreements)) other amounts accrued or payable under the terms of the Senior Financing Agreements,

except where the amount referred to in paragraphs (a) to (c) above is or is being used to fund a payment of Default Interest on any Additional Permitted Borrowing;

Permit Proceedings

has the meaning given to it in Schedule 27 (Approach to Permit Risk);

Permitting Authority

means the relevant competent regulatory authority for the purposes of the issuing of an Environmental Permit;

Persistent Breach

means a breach for which a Final Warning Notice (referred to in Clause 67.3.2 (Persistent Breach)) has been issued, (which has continued beyond twenty five (25) days or recurred three (3) or more times within six (6) Months after the date on which such Final Warning Notice is served on the Contractor);

Personal Data

means personal data as defined in the DPA which is supplied to the Contractor by the Authority or obtained by the Contractor in the course of performing the Services;

Personnel	means the employees, servants, agents, sub-contractors or other representatives, of the Contractor, or of any Sub-Contractor, involved directly, or indirectly, in the provision of the Services;
PFI	means the Government's Private Finance Initiative or any similar or replacement initiative;
PFI Contractor	means a person that has contracted with the Government, a local authority or other public or statutory body to provide services under the PFI;
PFI Insurance Market	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Physical Damage Policies	has the meaning given to it in Clause 56.1 (Reinstatement);
Planned Maintenance	means the maintenance of the Facility and the Site prescribed in paragraph 10 of Schedule 2 (Output Specification);
Planned Services Commencement Date	means 29 July 2019;
Planned Readiness Date	means 2 March 2019, the date by which the Readiness Test Certificate is planned to be issued;
Planned Works Commencement Date	means 10 October 2016;
Planning Act	means the Town and Country Planning Act 1990;
Planning Agreement	has the meaning given to it in Schedule 26 (Planning);
Planning Application	means any planning application submitted or to be submitted by or on behalf of the Contractor pursuant to paragraph 2 (Planning Consents) of Schedule 26 (Planning) to the appropriate Planning Authority in respect of the Works (or any part) (including any amendment to the application) pursuant to the Planning Act;
Planning Application Longstop Date	in respect of the Facility, the date as set out in Schedule 8 (Key Dates);
Planning Authority	means the relevant authority for the purposes of the Planning Act;

Planning Obligation

means any agreement or obligation undertaken pursuant to:

- (a) section 106 of the Planning Act;
- (b) section 111 of the Local Government Act 1972;
- (c) sections 38 or 278 of the Highways Act 1980;
- (d) section 104 of the Water Industry Act 1991 or any other provision of similar intent, within the meaning of the Water Act 1989, with a Relevant Authority for the supply of water or the drainage of surface or foul water from the Site; or
- (e) any agreement with a Relevant Authority or utility company relating to the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them;

Planning Permission

means the planning permission granted in relation to the Facility being in every case either:

- (a) a detailed planning permission; or
- (b) an outline planning permission together with such approvals of reserved matters as are required to enable the Contractor to commence the Works; or
- (c) in every case granted by the Planning Authority, the Secretary of State or an inspector appointed by him for that purpose;

Planning Permission Longstop Date

means the date which is eighteen (18) months following the planned date for achieving the Satisfactory Planning Permission as set out in Schedule 8 (Key Dates);

Portfolio Cost Saving

has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);

Post Termination Service Amount

has the meaning given to it in Schedule 17 (Compensation on Termination);

Power and Engineering Insurance Market	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
PPP	means public private partnership;
"Pre-Commencement Works"	shall be limited to such works as are necessary to <ul style="list-style-type: none"> (a) Level off and place hardcore for offices/compound and plant / storage areas. (b) Install drainage and service ducts. (c) Install foundations for temporary accommodation. (d) Install offices / welfare cabins and facilities. (e) Temporary office fit out. (f) Perimeter fencing. (g) Security gates and security arrangements. (h) Watercourse protection including fencing and silt barriers. (i) Set up fuel storage/dispensing facilities (j) Temporary road and site signage. (k) Site Strip (l) Installation of Piling Mat (m) Perimeter Site Drainage and Ducts (n) Site Road Construction <p>provided that the value of such works shall not exceed one million, five hundred thousand pounds sterling (£1,500,000) in aggregate</p>
Pre-Refinancing Equity IRR	has the meaning given to it in Schedule 16 (Refinancing);
Prescribed Rate	means two percent (2%) above the base rate from time to time of HSBC Bank plc;
Price Reference Date	means 1 April 2015;

Proceedings

means any of the following:

- (a) a calling in or determination by the Secretary of State or any inspector appointed by him of the Planning Application under Section 77 of the Planning Act;
- (b) an appeal against refusal (including Deemed Refusal) of any Planning Application;
- (c) an application seeking to remove or modify any conditions imposed by the Planning Permission;
- (d) an appeal against refusal (including Deemed Refusal) of any application to remove or modify any conditions imposed by the Planning Permission; and
- (e) an application to the Court pursuant to Section 288 of the Planning Act;

Process/Treat

has the meaning set out in the definition of "Treat/Process" in this Schedule 1 (Definitions);

Products

has the meaning given to it in Schedule 2 (Output Specification);

Professional Team

means:

- (a) Ramboll UK Ltd employed by the Construction Sub-Contractor to provide employer's agent services in connection with the Works;
- (b) Fletcher Rae Limited employed by the Construction Sub-Contractor to provide architectural services in connection with the Works; and
- (c) Ramboll UK Ltd employed by the Construction Sub-Contractor to provide civil and structural engineering services in

connection with the Works;

Prohibited Act

means:

- (a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Authority; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;
- (b) entering into this Contract or any other contract with the Authority in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority; or
- (c) committing any offence:
 - (i) under the Bribery Act 2010, Prevention of Corruption Acts 1889-1916;
 - (ii) under Legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Authority;

(d) defrauding or attempting to defraud or conspiring to defraud the Authority;

Project means the provision of waste management services to the Authority by the Contractor as contemplated by this Contract including the carrying out of the Works and the provision of the Services;

Project Accounts has the meaning given to it in Schedule 16 (Refinancing);

Project Data means all Project specific technical drawings, reports, documents, plans, software, formulae, calculations and other data relating to the carrying out of the Works or the provision of the Services, but excluding any of the foregoing relating to the Works that are not assigned or transferred to the Contractor under the terms of the Construction Sub-Contract, or otherwise owned by the Contractor;

Project Documents means:

- (a) this Contract;
- (b) the New Lease;
- (c) the Independent Certifier's Deed of Appointment;
- (d) the Construction Sub-Contract;
- (e) the Operating Sub-Contract;
- (f) the Interface Agreement; and
- (g) the management services agreement entered into with each of the Construction Sub-Contractor and the Operating Sub-Contractor in respect of the Project;

Project Documents Amendment and Restatement Agreement means the agreement in the Agreed Form between the Authority, the Contractor, the Facility Agent, the Construction Sub-Contractor and the Operating Sub-Contractor (amongst others) amending and restating the terms of various documents relating to the Project including this Contract, the Construction Sub-Contract and the Operating Sub-

	Contract (amongst others);
Project Insurance Change	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Project IRR	██████████
Project Management Fee	has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
Proposed Workforce	has the meaning given to it in Schedule 20 (Employment and Pensions);
Protester Action	means any picketing, demonstration, blockade, embargo or other protester action (other than as a result of industrial action which affects only the employees of the Contractor or its Sub-Contractors not being nation-wide or industry-wide industrial action) taking place at the Facility or directly affecting access to the Facility;
Qualification Criteria	means the criteria that the Authority requires tenderers to meet as part of the Tender Process, which (subject to compliance with the procurement regulations) shall be: <ul style="list-style-type: none"> (a) the New Contract terms; (b) tenderers demonstrating they have the financial ability to pay the capital sum tendered for the New Contract and the financial ability to deliver the Works and/or the Services (as appropriate) for the price tendered; (c) the tenderers only bidding on the basis of a single capital payment to be made on the date of the New Contract; (d) the tenderers (either itself or through the proposed sub-contractors) being experienced in providing the Works and/or Services or similar services; (e) the technical solution being proposed by the tenderers is capable of delivery and the tenderers (either themselves or through the proposed sub-contractors) being technically capable of delivery of the

Works and/or Services; and

- (f) any other tender criteria agreed by the Authority and the Contractor;

Qualifying Bank Transaction

has the meaning given to it in Schedule 16 (Refinancing);

Qualifying Change in Law

means:

- (a) a Discriminatory Change in Law; and/or
- (b) a Specific Change in Law; and/or
- (c) a General Change in Law, which comes into effect after the Services Commencement Date and which involves Capital Expenditure,

which was not foreseeable at the Restatement Date; and / or

- (d) any Legislation or Guidance coming into effect after the Restatement Date giving effect to any of those documents or policies listed in the Waste Law List; and/or
- (e) any change to or revocation of any condition of an Environmental Permit for the Facility other than where such change or revocation arises as a result of:
 - (i) the acts or omissions of the Contractor or any Contractor Related Party (save for acts or omissions directly resulting from compliance with the Contractor's obligations under the Contract); or
 - (ii) any breach of the Contract by the Contractor or any Contractor Related Party;
- (f) a change made by the Environment Agency (and confirmed in writing) to any guidance in relation to, or any explanation or interpretation of, any Legislation or Guidance relating to a Consent for the

Facility, where the Contractor can demonstrate that it had, acting reasonably and in accordance with Good Industry Practice, relied upon such guidance, explanation or interpretation, except to the extent that such change arises as a result of:

- (i) the acts or omissions of the Contractor or any Contractor Related Party (save for acts or omissions directly resulting from compliance with the Contractor's obligations under the Contract); or
- (ii) any breach of the Contract by the Contractor or any Contractor Related Party;

Qualifying Change in Law TPI Adjustment has the meaning given to it in paragraph 5.1 of Schedule 19 (Revision of Base Case and Custody);

Qualifying Institution has the meaning given to Qualifying Lender in the Common Terms Agreement;

Qualifying Refinancing has the meaning given to it in Schedule 16 (Refinancing);

Qualifying Variation means either:

- (a) a change in the Works and/or the Services in respect of which either an Authority Change Notice or a Contractor Change Notice has been served, and in the case of:

- (i) an Authority Change Notice, the Authority has confirmed the Estimate and, where the Contractor is not funding all or part of the required Capital Expenditure, the Authority has agreed to meet all or the remaining part (as appropriate) of such Capital Expenditure; and

(ii) a Contractor Change Notice, has been accepted by the Authority;
or

(b) a Qualifying Change in Law,
and in respect of which any documents or amendments to the Ancillary Documents which are required to give effect to such change in the Works and/or the Services or Qualifying Change in Law have become unconditional in all respects;

Readiness Date means in respect of the Facility the date on which the Readiness Test Certificate is issued in respect of the Facility or in the event of referral for determination under the Dispute Resolution Procedure pursuant to Clause 21.4.1 the date upon which it is determined that the Facility passed the Readiness Tests;

Readiness Milestone Payment shall have the meaning given to it in Clause 45.12.1 (Christmas Milestone Payment);

Readiness Test Certificate means a certificate issued by the Independent Certifier that the Readiness Tests have been satisfied;

Readiness Tests means the Tests so described in Schedule 11 (Tests);

Recipient has the meaning given to it in Clause 49.1.2 (VAT on Payments);

Rectification Costs has the meaning given to it in Schedule 17 (Compensation on Termination);

Reference Price has the meaning given to it in Schedule 21 Part 1 (Change Protocol);

Refinancing has the meaning given to it in Schedule 16 (Refinancing);

Refinancing Gain has the meaning given to it in Schedule 16 (Refinancing);

Regulated Collective Investment Scheme has the meaning given to it in Schedule 16 (Refinancing);

Reinstatement Outline has the meaning given to it in Clause 56.3.1;

Reinstatement Plan	has the meaning given to it in Clause 56.3.5;
Reinstatement Works	has the meaning given to it in Clause 56.3.1;
Rejected	has the meaning given to it in Schedule 31 (Waste Acceptance Protocol);
Relevant Assets	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Relevant Assumptions	has the meaning given to it in Schedule 17 (Compensation on Termination);
Relevant Authority(ies)	means any court with the relevant jurisdiction and any local, national or supra-national agency, authority, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;
Relevant Discharge Terms	means the terms referred to in Section 6 of the Local Government (Contracts) Act 1997;
Relevant Employees	has the meaning given to it in Schedule 20 (Employment and Pensions);
Relevant Event	means an Authority Change, a Qualifying Change in Law, a Compensation Event or any other matter as a result of which there may be a revision of the Unitary Charge in accordance with Schedule 19 (Revision of Base Case and Custody);
Relevant Incident	has the meaning given to it in Clause 56.3;
Relevant Insurance	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Relevant Insurance Inception Date	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Relevant Insurance Market	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Relevant Person	means a Shareholder and any of its Affiliates;
Relevant Payment	has the meaning given in Clause 57.4;
Relevant Proceeds	means any amounts standing to the credit of the Joint Insurance Account in accordance with Clause 56.3.6 (Reinstatement);
Relevant Required Insurances	has the meaning given to it in Schedule 24 (Direct Agreement);

Relevant Sub-Contractor	has the meaning given to it in Schedule 24 (Direct Agreement);
Relevant Transfer	has the meaning given to it in Schedule 20 (Employment and Pensions);
Relevant Transfer Date	has the meaning given to it in Schedule 20 (Employment and Pensions);
Relevant Year	has the meaning given to it in Schedule 24 (Direct Agreement);
Relief Event	means: <ul style="list-style-type: none"> a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event), earthquakes, riot and civil commotion; b) failure by any statutory undertaker, utility company, local authority or other like body (but excluding for the avoidance of doubt the Authority as purchaser) to carry out works or provide services; c) any accidental loss or damage to the Site, the Works or the Facility or to any roads servicing the same or to any Key Components whilst in transit to the Site; d) any failure or shortage of power, fuel or transport; e) any blockade or embargo which does not constitute a Force Majeure Event;

any:

- (i) official or unofficial strike;
- (ii) lockout;
- (iii) go-slow; or
- (iv) other dispute;

generally affecting the haulage, construction, waste management or transport industries or a significant sector of the same;

- f) the occurrence of Protester Action provided that the Contractor has complied with its obligations pursuant to Clause 42;
- g) the discovery of fossils, antiquities or human remains requiring action in accordance with Clause 14 (Fossils and Antiquities);
- h) the delivery to the Facility as part of a delivery of Waste during the Services Period of munitions, hazardous materials or human remains which directly results in Enforced Closure provided that such Waste has been Accepted, handled and processed by the Contractor in accordance with this Contract;
- i) any Planning Delay or Permitting Delay (as such terms are defined in Schedules 26 (Planning) and 27 (Approach to Permit Risk) respectively;
- j) during the Services Period, the occurrence of an Access Road Disruption Event; or
- k) the exercise of the lawful rights

of any:

- (i) utility company; or
- (ii) beneficiary of rights contained in the Disclosed Title Matters,

in respect of any Conduits on, over or under the Site, which prevents and / or delays the Contractor from carrying out the Works or part of the Works and / or providing the Services and which continues for more than:

- (1) in respect of limb (k)(i) of this definition, 20 calendar days in aggregate either as a single event or a series of related or unrelated events; or
- (2) in respect of limb (k)(ii) of this definition, 30 calendar days in aggregate either as a single event or a series of related or unrelated events,

unless:

- (A) any of the events listed in paragraphs (a) to (j) inclusive arises (directly or indirectly) as a result of any wilful default or wilful act of the Contractor or any of its Sub-Contractors; or
- (B) in the case of paragraph (i) above arises (directly or indirectly) as a result of the negligence of the Contractor or any of its Sub-Contractors;

Representative

has the meaning given to it in Schedule 24 (Direct Agreement);

Request for Information	shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term 'request' shall apply);
Required Action	has the meaning given to it in Clause 33.3 (Action by Authority);
Required Insurances	means the insurances specified in Schedule 10 (Required Insurances);
Required Period	has the meaning given to it in Schedule 24 (Direct Agreement);
Required Standard	has the meaning given to it in Clause 79.3.1 (Results of Survey);
Restatement Date	means the 'Effective Date' as defined in the Project Documents Amendment and Restatement Agreement;
Restricted Share Transfer	<p>means any transfer of shares in the Contractor or HoldCo:</p> <ul style="list-style-type: none"> (a) during the Lock in Period; (b) to any person engaged or with substantial interests in gambling, gaming, pornography, the production or sale of alcoholic drinks, the production or sale of products containing or derived from tobacco or the manufacture or sale of arms and weapons; (c) to any person whose activities are, in the reasonable opinion of the Authority, incompatible with the provision of residual Waste treatment in the area; (d) to any person whose activities in the reasonable opinion of the Authority, could pose a threat to national security;
Restrictions	means all matters (whether arising before or after the date of this Contract) affecting the Site or its use, registered or capable of registration as local land charges, and all notices, charges, orders, resolutions, demands, proposals, requirements, regulations, restrictions, agreements, directions or

other matters affecting the Site or its use, served or made by any local or other competent authority or otherwise arising under any Legislation;

Retained Waste

means Waste that is retained for reuse, recycling, composting, anaerobic digestion or biomass recovery by the WCAs or the Authority (including any successors and permitted assignees or transferees, including a Joint Waste Authority) from time to time (including, at the option of the Authority, any rejects from such aforementioned reuse, recycling, composting, anaerobic digestion or biomass recovery processes);

Retendering Information

has the meaning given to it in Schedule 20 (Employment and Pensions);

Retention Fund Account

has the meaning given to it in Clause 79.5 (Retention Fund);

Returning Employees

has the meaning given to it in Schedule 20 (Employment and Pensions);

Revenue

has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);

Review Procedure

means the procedure set out in Schedule 9 (Review Procedure);

Reviewable Design Data

means the items of Design Data listed in the Appendix to the Review Procedure;

Revised Senior Debt Termination Amount

has the meaning given to it in Schedule 17 (Compensation on Termination);

RPIX

means the index published in Table 5 (excluding mortgage interest payments) of Business Monitor (MM23) published by the Office of National Statistics or failing such publication or in the event of a fundamental change to the index, such other index as the Parties may agree, or such adjustments to the index as the Parties may agree (in each case with the intention of putting the Parties in no better or worse position than they would have been had the index not ceased to be published or the relevant fundamental change not been made) or, in the event that no such agreement is reached, as may be determined in

		accordance with the Dispute Resolution Procedure;
Satisfactory Permission	Planning	has the meaning given to it in Schedule 26 (Planning);
Schedule of Planned Maintenance	Planned	means the Annual Schedule of Planned Maintenance and the Monthly Schedule of Planned Maintenance (as such terms are defined in Schedule 2 (Output Specification) to this Contract);
SCW Increase Notice		means a prior written notice delivered by the Authority to the Contractor of any Tranche 2 SCW and Tranche 3 SCW pursuant to Clauses 23.4.5.2 and 23.4.6.2 and subject to not being revoked as set out in Clause 23.4.7;
SCW Period		means the period during which the Contractor has been notified by the Authority that it wishes to deliver Supplementary Contract Waste;
SCW Reduction Notice		has the meaning given to it in Clause 23.4.8.2;
SCW Residual		means, for any Contract Month, the lower of: <ul style="list-style-type: none"> a) one twelfth of the Maximum Tonnage; and b) the total Contract Waste delivered for that Contract Month, less the total Tranche 2 SCW and total Tranche 3 SCW deemed to have been Accepted in that Contract Month, less one twelfth of the Base Case Tonnage;
SCW Shortfall		has the meaning given to it in Clause 23.4.8.2;
SCW Substitute Waste		means Waste (other than Contract Waste) which is to be received at the Facility in the event of a SCW Shortfall;
Senior Credit Agreements		means: <ul style="list-style-type: none"> (a) the common terms agreement dated on or about the date of this Contract made between the Contractor, Holdco, Intermediate Co, UK Green Investment Bank, Bayern LB, Norddeutsche Landesbank Girozentrale and Sumitomo Mitsui Banking Corporation and Sumitomo

Mitsui Banking Corporation Europe Limited, or such agreement as amended with the prior written approval of the Authority pursuant to Clause 7.4.2 (Changes to Financing Agreements and Ancillary Documents) (the "Common Terms Agreement");

- (b) the GIB facility agreement dated on or about the date of this Contract made between the Contractor, Holdco, UK Green Investment Bank and Sumitomo Mitsui Banking Corporation or such agreement as amended with the prior written approval of the Authority pursuant to Clause 7.4.2 (Changes to Financing Agreements and Ancillary Documents); and
- (c) the commercial loan facilities agreement dated on or about the date of this Contract made between the Contractor, Holdco, Bayern LB, Norddeutsche Landesbank and Sumitomo Mitsui Banking Corporation, or such agreement as amended with the prior written approval of the Authority pursuant to Clause 7.4.2 (Changes to Financing Agreements and Ancillary Documents);

Senior Debt	means the financing provided by the Senior Lenders under the Senior Financing Agreements;
Senior Debt Discharge Date	has the meaning given to it in Schedule 24 (Direct Agreement);
Senior Debt Rate	means the non default interest rate payable pursuant to the Senior Credit Agreements or such other lower rates as the Parties may agree;
Senior Debt Service Costs	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Senior Financing Agreements	means the agreements listed in Part A (Senior Financing Agreements) of Part 2 (Initial Financing Agreements) to Schedule 5 (Ancillary Documents and Financing Agreements) as at the Restatement Date or, without prejudice to Clause 7.4.2 as the

	same may be amended as allowed by Clause 7.4.1 (Changes to Financing Agreements and Ancillary Documents);
Senior Lender	means a person providing finance to the Contractor under the Senior Financing Agreements;
Service Delivery Plan	means the proposals of the Contractor to deliver the Project to satisfy the Authority's Requirements, as set out in Schedule 3 (Service Delivery Plans);
Services Commencement	means the commencement of the Services;
Services	means the whole of the services or any of them to be provided by the Contractor pursuant to this Contract which are necessary for the Contractor to undertake in order to comply with the Service Requirements, the Services Method Statements and the other provisions of this Contract;
Services Commencement Date	means the date on which Services Commencement occurs in accordance with Clause 21.1.3 (Completion of the Works);
Services Method Statements	means the proposals for the method of providing the Services to satisfy the Service Requirements set out in Part 2 of Schedule 3 (Service Delivery Plans);
Services Media	means all pipes, sewers, drains, mains, ducts, conduits, gutters, water courses, wires, cables, meters, switches, channels, flues and all other conducting media appliances and apparatus including any fixtures, louvers, cowls and other ancillary apparatus;
Services Period	means the period specified in Clause 3.2 (Commencement and Duration);
Service Requirements	means the specification contained in Section B of Schedule 2 (Output Specification);
Shareholders	means any person from time to time holding share capital in the Contractor or its Holding Company;
Shortfall Period	has the meaning given in Clause 25.2.3(c);
Site Conditions	means the conditions of the Site including (but not limited to) climatic, hydrological, hydrogeological,

ecological, environmental, geotechnical and archaeological conditions;

- Site Plan** means the site plan set out at Part 3 of Schedule 7 (Site Information);
- Site** means the area edged red on the relevant Site Plan together with the Facility and the service ducts and media for all utilities and services serving the Facility;
- Small Works Rates** has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
- Snagging Items** means minor Defects, deficiencies or omissions of a snagging nature which do not prevent the Independent Certifier from issuing a Test Certificate in relation to the Facility;
- Snagging List** means the list to be prepared by the Independent Certifier in accordance with Clause 21.5.1 (Snagging Items) containing Snagging Items;
- Snagging Programme** means the programme issued by the Contractor under Clause 21.5 for making good any Snagging Items;
- Specific Change in Law** means:
- a) any Change in Law which specifically refers to:
 - (i) the provision of any services the same as or similar to any of the Services; or
 - (ii) the construction, operation and maintenance of premises for the provision of any services the same as or similar to the Services; or
 - (iii) the holding of shares in companies whose main business is providing services the same as or similar to the Services or the construction, operation and maintenance of premises for the provision of any service the same as or similar to any of the Services,
- provided that, for the purposes of this definition the Services shall be deemed to include (without limitation) the receipt, handling, transport, storage, disposal

(including disposal by means of Landfill), processing, treatment, recycling or reusing of Waste the same as or similar to Contract Waste or any product derived therefrom (including recyclates), and the processing, disposal and sale of Products;

- b) any Change in Law which specifically refers to emissions from industrial facilities;
- c) any Change in Law that discriminates against the sale of electricity generated from an energy from waste plant; or
- d) any Change in Law which refers to the provision of services the same or similar to any of the Services;

Step-In Date	has the meaning given to it in Schedule 24 (Direct Agreement);
Step-in Event	means those events referred to in Clause 33.1 (Right to Step-in);
Step-In Period	has the meaning given to it in Schedule 24 (Direct Agreement);
Step-Out Date	has the meaning given to it in paragraph 7.1 (Step-Out) of Schedule 24 (Direct Agreement);
Sub-Contractors	means each of the counterparties of the Contractor to the Construction Sub-Contract and the Operating Sub-Contract or any person engaged by the Contractor from time to time as may be permitted by this Contract to procure the provision of the Works and/or the Services (or any of them). References to sub-contractors means sub-contractors (of any tier) of the Contractor;
Sub-Contracts	means the contracts entered into between the Contractor and the Sub-Contractors;
Sub-Contractor Breakage Costs	has the meaning given to it in Schedule 17 (Compensation on Termination);
Subordinated Financing Agreements	means those documents listed in Part B (Subordinated Financing Agreements) of Part 2 (Initial Financing Agreements) to Schedule 5 (Ancillary Documents and Financing Agreements) as at the Restatement Date or as amended with

	the prior written approval of the Authority;
Subordinated Lenders	means a person providing finance under a Subordinated Financing Agreement;
Substitute Waste	means waste (other than Contract Waste) which is to be received at the Facility in the event that the amount of Contract Waste falls below the Base Tonnage in a Contract Year;
Substitute Waste Amount	means an amount calculated as being the number of tonnes of Substitute Waste contracted for by the Contractor in a Contract Year multiplied by the Substitute Waste Price;
Substitute Waste Contract	means the contract entered into by the Contractor and the Substitute Waste Contractor provided any such contracts entered into with Affiliates of the Contractor shall be excluded unless the contracts with the Affiliates have been entered into on an arms' length basis;
Substitute Waste Contractor	means the person providing the Substitute Waste;
Substitute Waste Notice	has the meaning given in Clause 25.2.3;
Substitute Waste Plan	means the plan for the disposal of Substitute Waste developed from the Outline Substitute Waste Plan and updated in accordance with Clause 25.2;
Substitute Waste Price	means the gate fee per tonne payable by the Substitute Waste Contractor under or in connection with the Substitute Waste Contract;
Successful Tenderer	has the meaning given to it in Clause 34.3.1 (Adjustments to Unitary Charge);
Suitable Substitute Contractor	means a person approved by the Authority (such approval not to be unreasonably withheld or delayed) as: <ul style="list-style-type: none"> (a) having the legal capacity, power and authority to become a party to and perform the obligations of the Contractor under the Contract; (b) employing persons having the appropriate qualifications, experience and technical competence and having the resources

available to it (including committed financial resources and sub-contracts) which are sufficient to enable it to perform the obligations of the Contractor under the Contract; and

(c) being a Suitable Third Party;

Suitable Third Party	means any person who is not an Unsuitable Third Party;
Supplementary Contract Waste	means Contract Waste delivered by the Authority in excess of the Base Case Tonnage and shall include Tranche 1 SCW, Tranche 2 SCW and Tranche 3 SCW and "SCW" shall be construed accordingly;
Supplier	has the meaning given to it in Clause 49.1.2 (VAT on Payments);
Target Landfill Tonnage	the Guaranteed Unprocessed Landfill Tonnage, the Guaranteed IBA Landfill Tonnage and the Guaranteed APC Residue Landfill Tonnage as such terms are defined in Schedule 4 (Payment Mechanism);
Tax	means any kind of tax, duty, levy or other charge (other than VAT) whether or not similar to any in force at the Commencement Date and imposed by a Relevant Authority;
Tender Costs	has the meaning given to it in Schedule 17 (Compensation on Termination);
Tender Documents	has the meaning given to it in Clause 34.1.1(d) (Market Testing Procedure);
Tender Process	has the meaning given to it in Schedule 17 (Compensation on Termination);
Tender Process Monitor	has the meaning given to it in Schedule 17 (Compensation on Termination);
Tendering Report	has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
Termination Date	means any date of early termination of this Contract in accordance with Part XII (Termination and Compensation on Termination);

Termination Date Discount Rate	has the meaning given to it in Schedule 17 (Compensation on Termination);
Termination Notice	means a notice of termination issued in accordance with this Contract;
Termination Sum	has the meaning given to it in Schedule 17 (Compensation on Termination);
Test Certificate	means the Readiness Test Certificate or the Acceptance Test Certificate as appropriate;
Tests	means the Readiness Tests and Acceptance Tests as appropriate;
Third Party Consents	<p>means, in relation to any Adverse Right which would or might be interfered with by the carrying out of the Works or Services, the consent in writing of all Adjoining Owners entitled to or interested in the Adverse Right in question to either:</p> <ul style="list-style-type: none"> (a) the removal or diversion (whether temporarily or permanently) of the subject matter of the Adverse Right in question; or (b) the carrying out of the Works or Services notwithstanding such interference; <p>such consent in each case to be on terms previously approved in writing by the Authority (such approval not to be unreasonably withheld or delayed);</p>
Third Party Costs	has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
Third Party Income	means the Contractor's and/or Sub-Contractor's and/or Affiliates' income from third parties (which, for the avoidance of doubt, includes income from the Authority under or in connection with Schedule 33 (Power Offtake Arrangements)) associated with the Project including without limitation that derived from the sale of or making arrangements in relation to Products, Third Party Waste, Substitute Waste, SCW Substitute Waste, heat and that derived from Other Sources (as such term is defined in Schedule 4 (Payment Mechanism) (less the costs of generating such income where such costs are reasonably additional to the costs in the Sponsor

	Base Case);
Third Party Waste	means all waste received at the Facility other than Contract Waste, Substitute Waste, Additional Waste and Supplementary Contract Waste;
Third Party Waste Contracts	means contracts entered into by the Contractor and/or the Sub-Contractor in respect of Third Party Waste excluding Off-Take Contracts;
Threshold Equity IRR	means a [REDACTED] being the projected blended nominal rate of return to the Relevant Persons over the full term of the Contract (including the non-interest bearing debt advanced to the Contractor under the Subordinated Financing Agreements) having regard to the Distributions made and projected to be made, as set out in cell C9 of the 'Results' tab in the Financial Model (set to the Sponsor Base Case scenario) as at the Restatement Date;
Tonnage Payment	has the meaning given to it in Schedule 4 (Payment Mechanism);
Top Up Waste	means Waste delivered to the Contractor by the Authority to meet any Contract Waste Shortfall up to the Base Tonnage or to meet any SCW Shortfall which may be derived from outside the Administrative Area and may or may not be Municipal Waste provided it has a calorific value at least equal to Contract Waste;
TPL Risk	means a risk which is required to be insured under paragraph 3 (Construction Third Party Liability Insurance) and paragraph 4 (Contractor's Pollution Liability Insurance) of Part 1, Schedule 10 (Required Insurances) and paragraph 3 (Third Party Public and Products Liability Insurance) and paragraph 4 (Environmental Impairment Insurance) of Part 2, Schedule 10;
Trade Marks	means any trade marks in the ownership of or for the benefit of the Authority (whether unregistered or registered and including any applications for registration) and other Intellectual Property Rights subsisting in such trade marks from time to time;
Tranche 1 SCW	means the amount of Supplementary Contract

Tranche 1 SCW Limit		Waste which falls within the Tranche 1 SCW Limit; means, in any Contract Year, an amount in excess of the Base Case Tonnage up to an upper limit of 10,000 tonnes per annum;
Tranche 2 SCW		means the amount of Supplementary Contract Waste which falls within the Tranche 2 SCW Limit;
Tranche 2 SCW Limit		means, in any Contract Year, a further 10,000 tonnes per annum in excess of the Tranche 1 SCW Limit;
Tranche 3 SCW		means the amount of Supplementary Contract Waste which falls within the Tranche 3 SCW Limit;
Tranche 3 SCW Limit		means, in any Contract Year, an amount above the Tranche 2 SCW Limit and up to the Maximum Tonnage;
Transferor		has the meaning given to such term in the 2009 Transfer;
Transferring Employee		has the meaning given to it in Schedule 20 (Employment and Pensions);
Transferring Employee	Original	has the meaning given to it in Schedule 20 (Employment and Pensions);
Transferring Staff		has the meaning given to it in Schedule 20 (Employment and Pensions);
Transportation		means any transportation undertaken by the Contractor in accordance with the Transport Plan to be developed in accordance with the provisions of MS4 (Transport) as set out in Schedule 3 (Service Delivery Plans) of this Contract;
Treat/Process		means where the Contract Waste (except where it is Rejected (as defined in Schedule 31) as Unacceptable Waste in accordance with Schedule 31) is thermally treated at the Facility or the contingency treatment facilities identified in paragraph 1.4.2 of MS2G (Contingency) or such other contingency treatment facilities as are identified in the Contingency Plans from time to time by an installed thermal process. For the avoidance of doubt, receiving, sorting and weighing the Contract Waste is insufficient to

satisfy the requirements of this definition. The terms "Process", "Processing", "Processed", "Treat", "Treated" and "Treating" shall be construed accordingly;

TUPE	has the meaning given to it in Schedule 20 (Employment and Pensions);
Unacceptable Waste	has the meaning given to it in Schedule 31 (Waste Acceptance Protocol);
Unavoidable Fixed Costs	has the meaning given to it in Schedule 10 Part 5 (Insurance Premium Risk Sharing);
Uninsurable	means in relation to a risk, either that: <ul style="list-style-type: none">(a) insurance is not available to the Contractor in respect of the Project in the worldwide insurance market with reputable insurers of good standing in respect of that risk; or(b) the insurance premium payable for insuring that risk is at such a level that the risk is not generally being insured against in the worldwide insurance market with reputable insurers of good standing by contractors in the United Kingdom;
Uninsured Losses	means losses arising from any risks against which the Contractor or any Contractor Related Party does not maintain insurance (where not required to maintain insurance for such risk under this Contract or by law) excluding deductibles and excesses under such insurances, provided that any loss of insurance proceeds caused by or contributed to by any act or omission of the Contractor or any Contractor Related Party (including a failure to maintain any insurance as required by this Contract or by law, or as a result of a breach by the Contractor or a Contractor Related Party of the terms of the relevant insurance policy), shall not be treated as Uninsured Loss;
Unitary Charge	means the payment calculated in accordance with Schedule 4 (Payment Mechanism);

Unrestricted Assets

has the meaning given to it in Schedule 24 (Direct Agreement);

Unsuitable Person

means any person who:

- (a) has any Conviction;
- (b) in the reasonable opinion of the Authority:
 - (i) is or is likely to cause damage to the reputation of the Authority; or
 - (ii) persistently fails or would fail to comply with the health and safety or other material obligations of the Contractor under this Contract; or
 - (iii) is not a fit and proper person to be engaged, or employed in or in connection with the provisions or performance of any part of the Services; or
 - (iv) may present an actual or potential risk to the health, safety or welfare of any Authority Related Party or member of the public; or
 - (v) is not appropriately trained, qualified, skilled and/or competent to carry out any part of the Services;

Unsuitable Third Party

means any of:

- (a) any person or party who has a material interest in the production, distribution or sale of tobacco products, alcoholic drinks and/or pornography;
- (b) any person or party whose activities are, in the reasonable opinion of the Authority, incompatible with the provision of residual waste treatment in the area; or
- (c) any person or party whose activities, in the reasonable opinion of the Authority, could pose a threat to national security;

Utilities

means any electricity and water supplies (including

	foul water and surface drainage) provided at the Facilities;
VAT	means any value added taxes;
Warning Notice	has the meaning given to it in Schedule 24 (Direct Agreement);
Waste	has the meaning ascribed to it in Section 75 of the EPA;
Waste Acceptance Protocol	means the waste acceptance protocol set out in Schedule 31 (Waste Acceptance Protocol);
Waste Disposal Authority	means a waste disposal authority in accordance with Section 30(2) of the EPA;
Waste Law List	means the anticipated Specific Changes in Law set out in Schedule 14 (Waste Law List);
WCA Commodity Change	has the meaning given to it in Schedule 32 (WCA Composition Protection);
WCAs	<ul style="list-style-type: none"> • Cheltenham Borough Council • Cotswold District Council • Forest of Dean District Council • Gloucester City Council • Stroud District Council • Tewkesbury Borough Council;
WCA Baseline	means the activity set out in Part 2 of Schedule 32 (WCA Composition Protection)
WCA Baseline Change Notice	has the meaning given to it in Clause 23.6.1;
Whole Life Costs	has the meaning given to it in Schedule 21 Part 1 (Change Protocol);
Works	means all of the works (including design and works necessary for obtaining access to the Site, commissioning and conduct of the Tests) to be undertaken in accordance with this Contract in accordance with the Works Requirements and the Works Delivery Plans;
Works Commencement Date	means the date on which the Works are commenced by the Contractor in accordance with the terms of this Contract

Works Commencement Longstop Date	failure to commence the Works by such date as is six (6) months after the Planned Works Commencement Date;
Works Delivery Plans	means the plans set out in Part 1 of Schedule 3 (Service Delivery Plans);
Works Period	means the period from the Commencement Date to the Services Commencement Date;
Works Requirements	means the specification contained in Section A of Schedule 2 (Output Specification).