

DATED 24th February 2015

(1) NOTTINGHAMSHIRE COUNTY COUNCIL
AND
(2) NOTTINGHAMSHIRE ENVIRONMENTAL SERVICES
LIMITED

AGREEMENT AND DECLARATION
(SEVENTH AGREEMENT)

in relation to WASTE MANAGEMENT PFI
CONTRACT B dated 26 June 2006

Pinsent Masons LLP
30 Crown Place
London
EC2A 4ES

Reference: SZM/506602.07075

THIS AGREEMENT AND DECLARATION (the "**Seventh Agreement**") made this 24th day of February Two Thousand and Fifteen

BETWEEN

1. **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham NG2 7QP (the "Authority") of the one part; and
2. **NOTTINGHAMSHIRE ENVIRONMENTAL SERVICES LIMITED** Company Registration Number 5584381 whose registered office is at Veolia House, 154a Pentonville Road, London N1 9PE (the "Contractor") of the other part,

together the "Parties".

WHEREAS

- A. The Authority and the Contractor entered into an agreement dated 26 June 2006 for the provision of residual waste treatment services at an Energy Recovery Facility ("ERF") ("Contract B") (the "First Agreement"). The First Agreement was modified in accordance with its terms by Deeds of Variation dated 28 May 2010 (the "Second Agreement"), 29 November 2010 (the "Third Agreement"), 26 January 2011 (the "Fourth Agreement"), 25 February 2011 (the "Fifth Agreement"), 30 May 2012 (the "Sixth Agreement"). In this Seventh Agreement, any reference to Contract B shall be reference to Contract B as amended by the Second Agreement, the Third Agreement, the Fourth Agreement, the Fifth Agreement and the Sixth Agreement.
- B. The Authority and the Contractor's sister company, Veolia ES Nottinghamshire Limited ("Contractor A"), also entered into an agreement on 26 June 2006 for the provision of certain waste management services including recycling, composting and landfill services ("Contract A").
- C. In addition to providing the services set out at Recital B, Contractor A was also obliged as provided for in Contract A to seek to obtain a Satisfactory Planning Permission for the ERF by the Planning Long-Stop Date (of 31 May 2012).
- D. Contract B was entered into on a conditional basis subject to a number of Conditions Precedent being satisfied by the Final Conditions Satisfaction Date. The Final Conditions Satisfaction Date was the Planning Long-Stop Date or such other date as the Parties may agree.
- E. The Parties recognised that a Satisfactory Planning Permission for the ERF had not been secured by the Final Conditions Satisfaction Date and accordingly Contractor A submitted a Draft Revised Project Plan in accordance with the provisions of Clauses 17.9.1 and 17.10 of Contract A in which it has proposed details for a Revised Project.
- F. The Draft Revised Project Plan has been accepted by the Authority and by a deed of variation on or about the date hereof the Revised Project will be implemented under Contract A in accordance with the terms of Contract A. Accordingly, the Parties are entering into this Seventh Agreement in order to confirm their agreement (pursuant to

Clause 5.2 of Contract B) that Contract B shall henceforth be null and void and that the Parties waive any and all rights arising under Contract B.

It is hereby agreed as follows:

In consideration of the mutual undertakings contained in this Seventh Agreement (which the Parties each acknowledge as sufficient consideration), the Parties hereby agree and declare as follows:

1. Any words and expressions with a first capital letter contained within this Seventh Agreement shall, save where defined herein, have the same meaning as defined in Contract B.
2. The Parties hereby agree and declare that Contract B shall be null and void with effect from the date of this Seventh Agreement and neither Party shall have any rights nor claim against the other (whether in contract, tort (including negligence and breach of statutory duty), statute or otherwise) under or in connection with or arising from Contract B whether arising on or before the date of this Seventh Agreement, in connection with the agreement and declaration effected by this Seventh Agreement that Contract B is null and void or otherwise and each Party hereby waives any such rights and claim or claims.
3. This Seventh Agreement may be signed in any number of counterparts, all of which when taken together shall constitute one part and the same instrument of agreement between the Parties.

IN WITNESS whereof the Contractor and the Authority have executed and delivered this Seventh Agreement as a deed the day and year first above written

SIGNED as a deed by

NOTTINGHAMSHIRE ENVIRONMENTAL SERVICES LIMITED

by two directors or a director and the company secretary

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Director
.....
Director/Company Secretary

THE COMMON SEAL of
NOTTINGHAMSHIRE COUNTY COUNCIL was hereunto affixed
in the presence of

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.....
Authorised Signatory

DATED 24th February 2015

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SIGNED as a deed by

NOTTINGHAMSHIRE ENVIRONMENTAL SERVICES LIMITED


by two directors or a director and the company secretary

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Director


.....
-Director/Company Secretary

THE COMMON SEAL of
NOTTINGHAMSHIRE COUNTY COUNCIL was hereunto affixed
in the presence of

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Authorised Signatory

SEAL REGISTER
NO. - 40457

DATED 24 February 2015

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(2) NOTTINGHAMSHIRE ENVIRONMENTAL SERVICES
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