Dated **September 2026**

UNITED UTILITIES WATER LIMITED

OLDHAM METROPOLITAN BOROUGH COUNCIL

DONATION AGREEMENT- ACTIVITIES

Donation Agreement Precedent
19/08/2024
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Review Contact: CommercialPartnerships@uuplc.co.uk

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This Agreement is made on 2026

Parties

(1) **United Utilities Water Limited** (No. 02366678) whose registered office is at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP ("**the Company**"); and

(2) **Oldham Council** whose registered office is at Civic Centre, West Street, Oldham OL1 1UH ("the **Beneficiary**"),

each a **party** and together the **parties**.

Background

(A) The Beneficiary intends to undertake the Project described in the Schedule.

(B) The Company has agreed to contribute the Donation Amount to the Project for the purposes of the Activities described in the Schedule, subject to the terms of this Agreement.

Agreed Terms

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

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

Beneficiary's Representative means the person appointed as such in the Schedule;

Bribery Act means the Bribery Act 2010;

Certificate of Completion has the meaning given to it in clause 6 (Completion of the Activities and ongoing maintenance);

Commenced has the meaning given to it at clause 2.3 and **Commences** and **Commencement** shall be interpreted accordingly;

Commencement Deadline has the meaning given to it in the Schedule, subject to clause 2.4;

Company's Group means Company, and any subsidiary or holding company for the time being of the Company or any other subsidiary for the time being of that holding company;

Company's Representative means the person appointed as such in the Schedule**;**

Confidential Information means any information or data relating to the existence and/or terms of this Agreement and/or to a party or a party's business, operations, assets or affairs or (in the case of the Company) to any member of the Company's Group (including, but not limited to, any information ascertainable by the inspection or analysis of samples), disclosed (whether in writing, orally or by any other means) to one party by the other party or by a third party on behalf of the other party;

Delivery Agent means any third parties that enter into any contract or agreement, or proposed contract or agreement, with the Beneficiary pursuant to which that third party agrees to carry out the Activities or any part of the Activities (together with any sub-contractor of any such Delivery Agent);

Donation Amount means the amount specified as such in the Schedule;

EIR means the Environmental Information Regulations 2004;

Insolvent means:

(a) a party stopping or suspending or threatening to stop or suspend payment of all or a material part of its debts, or becoming unable to pay its debts, or being deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986;

(b) any step being taken by any person with a view to the winding up of such party or any person presenting a winding-up petition which is not dismissed within five (5) working days;

(c) a receiver, manager, administrative receiver or administrator being appointed in respect of such party;

(d) such party ceasing or threatening to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidated terms approved by the other party before such step is taken (which approval shall not be unreasonably withheld or delayed); or

(e) any event occurring which, under the law of any relevant jurisdiction, has an analogous effect to any of the events listed above;

Longstop Date has the meaning given to it in the Schedule;

Minimum Maintenance Period means the period specified in the Schedule;

Project means the project outlined in the Schedule;

Trigger Event means the event (if any) specified as such in the Schedule;

Activities means the Activities forming part of the Project in respect of which the Company has agreed to make available the Donation Amount as set out in the Schedule; and

1.2 Words such as "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words.

1.3 Any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced.

1.4 Headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of this Agreement.

1.5 In the event of any conflict between the generally applicable terms of this Agreement, and any special conditions set out in the Schedule, the special conditions shall take precedence.

2 No binding and enforceable obligation

2.1 The Company and the Beneficiary acknowledge and agree that nothing in this Agreement constitutes an obligation for the Beneficiary to carry out or procure the Activities. If the Beneficiary elects not to Commence or procure the Commencement of the Activities then subject to clause 2.2, the Beneficiary shall not be liable to the Company as a result of that election and none of the remaining provisions of this Agreement shall come into force. Where the Beneficiary elects to Commence or procure the Commencement the Activities, the remaining provisions of this Agreement shall come into force and shall apply to the Beneficiary, to the Activities and to the Company.

2.2 In the event that the Activities are not Commenced by the Commencement Deadline, this Agreement shall not come into force, whether or not the Beneficiary subsequently Commences (or procures the Commencement of) the Activities, save in respect of clause 7.9 and this clause 2.2 (together with any other provisions necessary for the purposes of construing the same) which shall take effect from the date of this Agreement. In particular and without limiting the foregoing:

(a) the Company shall have no liability to pay the Donation Amount in such circumstances; and

(b) if for any reason the Company has agreed to pay any amount of the Donation Amount in advance of Commencement (in which case clause 5 (Company Donation) shall apply to such payments), then such amounts shall be held on trust by the Beneficiary for the benefit of the Company pending Commencement; and

(c) in the event that Commencement has not occurred by the Commencement Deadline then the Beneficiary shall repay such amounts to the Company in full without delay (and immediately upon receipt of written demand by the Company).

2.3 For the purposes of this Agreement, the Activities shall be deemed to have **Commenced** when any Trigger Event specified in the Schedule has occurred, or if no event is so specified, when the Beneficiary has, or has procured that, either:

(a) a professional team has been appointed which has commenced the design, and development of the Project; or

(b) if no professional team is required to be appointed, or the professional team has been appointed at the date of this Agreement, when the Activities have been physically commenced on the site of/ in respect of the Project.

2.4 Company's Representative shall be authorised to agree any extension to the Commencement Deadline where reasonably requested by the Beneficiary's Representative as a consequence of circumstances beyond the reasonable control of the Beneficiary (but shall not be obliged to agree to the same).

3 The Activities

3.1 The Beneficiary shall carry out or procure to be carried out the Activities in a timely manner, and in accordance with all relevant standards including health and safety, quality, and environmental standards as well as Applicable Laws.

3.2 The Beneficiary confirms that, in the event it elects to carry out or procure the Activities, it is prepared to proceed with the Activities on the terms set out in this Agreement including the Schedule.

3.3 The Beneficiary shall provide the Company with such written progress updates in relation to the Activities as the Company may reasonably request. Such updates shall include but shall not be limited to the following:

(a) information on the progress of the Activities to date (including actual cost of the Activities to date);

(b) a forecast of future cost of the Activities up to the completion of the Activities;

(c) a project plan showing the outstanding Activities; and

(d) the latest estimated date for the completion of the Activities and the associated risks and mitigation measures.

4 obligations

4.1 The Beneficiary shall obtain all necessary permits and consents, including, without limitation, where necessary from the Company, any relevant regulator, landowner or planning authority, prior to the Commencement of the Activities. For the avoidance of doubt, any permits or consents to be obtained from the Company must be applied for in the ordinary course and the entering into this Agreement shall not constitute any such permit or consent.

4.2 The Beneficiary shall procure that the Activities are carried out diligently in accordance with this Agreement and any permits or consents obtained pursuant to clause 4.1.

4.3 The Beneficiary shall give the Company reasonable notice in writing of any inspections or testing of the Activities by the Beneficiary or its Delivery Agent and shall afford the Company and any relevant regulator sufficient opportunities as it shall reasonably require to conduct any inspections, demonstrations, testing or audits in relation to the Activities.

4.4 The Company may work together in collaboration with the Beneficiary, or a professional team procured by them, to develop the design of the Activities.

5 Company Donation

5.1 The Company agrees to contribute the Donation Amount towards the costs of the Activities in respect of the Project. Unless otherwise stated in the Schedule:

(a) the Donation Amount is inclusive of any tax that is payable in respect of it; and

(b) if any tax is payable in respect of any amounts received, then the Beneficiary shall be responsible for accounting for the same to HMRC at no additional cost to the Company. The Beneficiary shall diligently consider whether any taxes are so payable to ensure compliance with Applicable Laws; and

(c) should any other tax legislation require the deduction of any amount in relation to tax, then this shall be at the sole risk of the Beneficiary. As such, any necessary deduction shall be made (whether by the Company, or by the Beneficiary, as applicable) from the Donation Amount such that the Company's total liability under this Agreement is not increased.

5.2 The Company shall pay the Donation Amount in accordance with the payment schedule set out in the Schedule, or if none is stated, upon completion of the Activities, and:

(a) where any amount is payable on completion of the Activities, it shall be conditional upon the issue or deemed issue of a Certificate of Completion in accordance with clause 6 (Completion of the Activities and ongoing maintenance); and

(b) in the event that the Company has paid any amounts to the Beneficiary in advance of the issue or deemed issue of a Certificate of Completion in accordance with clause 6 (Completion of the Activities and ongoing maintenance) and:

(i) the Certificate of Completion is not issued within 30 days of the Longstop Date; or

(ii) the Beneficiary otherwise abandons or discontinues the Activities, or carries them on in such a manner that leads the Company to reasonably conclude that the Beneficiary does not intend to endeavour to complete the Activities in a timely fashion,

then (without prejudice to clause 2.2) the Company shall be entitled to a full refund of such pre-paid amounts of the Donation Amount. The Beneficiary shall pay the same to the Company within 30 (thirty) days of a written demand by the Company, or any credit note required by the Company shall be issued by the Beneficiary within the same period.

5.3 The Company shall make payment of the Donation Amount (or any instalment thereof) to the Beneficiary within 30 (thirty) days following the end of the month in which the Company receives an invoice for such amount.

5.4 If the Company wishes to dispute the amount set out in an invoice, it shall notify the Beneficiary within 10 (ten) days following delivery of the invoice specifying the disputed amount and the grounds on which it claims that such amount is not due and payable. Late payment of any undisputed amount due and payable under any invoice shall carry interest from the due date to the date of payment at the rate of 2% per annum above the base rate of Nat West Bank from time to time.

5.5 The Donation Amount stated in the Schedule shall be the entirety of the Company's financial commitment to the Beneficiary in respect of the Activities. Such payment is a grant contribution and it is not anticipated that this will cover 100% of the cost of the relevant Activities. All other costs of delivering the Activities (including any cost overruns) must be met by the Beneficiary.

5.6 In addition, the Donation Amount must not exceed the final total cost of the Activities. If it otherwise would, then the Beneficiary must notify the Company, and the Donation Amount will be reduced so that it does not exceed 100% of the total cost of the Activities.

5.7 If the Beneficiary receives any overpayment or any amount to which it is not entitled, or where any amount is repayable to the Company under this Agreement, this amount must be repaid to the Company and shall be a debt owed to the Company. The Company may offset this amount against any future amount payable by the Company or demand its repayment (in which case the Beneficiary will do so within 30 (thirty) days). Any repayment by the Beneficiary must be made without any offsetting or deduction of any kind.

5.8 Where under this Agreement the Company would be entitled to claw back or withhold payment of the Donation Amount, the Company may (at its absolute discretion) agree to pay to the

Beneficiary (or permit the Beneficiary to keep) a pro-rata amount properly reflecting the actual Activities undertaken by the Beneficiary.

6 Completion of the Activities

6.1 The Beneficiary shall notify the Company in writing once it considers that the Activities have been completed.

6.2 Following receipt of a notification from the Beneficiary pursuant to clause 6.1 that all the Activities have been completed:

(a) the Company may issue a **Certificate of Completion** in relation to the Activities; or

(b) if the Company considers that the whole or any part of the Activities does not comply as aforesaid, it shall notify the Beneficiary in writing of its concerns and the Beneficiary shall act properly and diligently in relation to those concerns before resubmitting the notification under clause 6.1 (and, for the avoidance of doubt, no Certificate of Completion shall be deemed to be issued under clause 6.3).

6.3 If the Company has not issued either a Certificate of Completion under clause 6.2(a) or a notification of its concerns under clause 6.2(b) within 30 (thirty) days then a Certificate of Completion shall be deemed to have been issued in relation to the Activities.

7 Termination

7.1 The Company may elect to terminate this Agreement on 30 (thirty) days' notice to the Beneficiary:

(a) at any time prior to Commencement, or:

(b) if the Activities have not been concluded and a Certificate of Completion not issued (or deemed to have been issued) by the Longstop Date (in which case clause 5.2(b) shall apply to any pre-paid amounts).

If the Company exercises its rights under this clause 7.1 then clause 7.9 shall apply.

7.2 If either party is in material breach of this Agreement then:

(a) the party not in breach may notify the other in writing of such breach; and

(b) if the breach is not capable of rectification the party not in breach shall be entitled to terminate this Agreement immediately on giving written notice; or

(c) if the breach is capable of rectification and the breach is not remedied within 21 (twenty-one) days following receipt by a party of the written notice then the party not in breach may terminate this Agreement immediately by written notice.

7.3 Either party may terminate this Agreement immediately by giving notice to that effect to the other if the other becomes Insolvent.

7.4 The Beneficiary will give notice to the Company immediately upon it becoming Insolvent.

7.5 The Company may terminate this Agreement immediately by giving notice to that effect to the Beneficiary if:

(a) the Beneficiary breaches any Applicable Laws, including relating to bribery, corruption or modern slavery, or commits any fraud in connection to the Activities; and/ or

(b) the Beneficiary by any act or omission causes the Company to breach (or to take any specific action to avoid breaching) any Applicable Laws, or any licence held by the Company in respect of its role as a water and wastewater undertaker or causes any unauthorised impact (or causes the Company to take any specific action to avoid such an impact) on any of services provided by the Company to customers.

7.6 Subject to clause 18 (Limitation on Liability), if this Agreement is terminated in accordance with clauses 7.1(b), 7.2, 7.3 or 7.5, the party in default or the Insolvent party (as relevant) shall pay the reasonably and properly incurred costs in relation to termination. In the event of breach by, or Insolvency of, the Beneficiary, such costs will include:

(a) any costs incurred by the Company in making good the Activities and/or otherwise in its role as a water and waste water undertaker; and

(b) reimbursing any instalment of the Donation Amount previously paid by the Company in accordance with clause 5.2(b).

7.7 The Company may terminate this Agreement on 60 (sixty) days' notice if at any time:

(a) it concludes on reasonable grounds that the anticipated benefits of the Activities will not be realised; or

(b) the Company is otherwise compelled by law to terminate this Agreement.

7.8 If the Company terminates under clause 7.7:

(a) the Beneficiary shall be entitled to retain any previously paid portion of the Donation Amount that reflects the actual costs incurred by the Beneficiary (but any excess of previously paid amounts over actual costs shall be repayable within 30 (thirty) days of termination); and

(b) if the Beneficiary's committed, unavoidable costs exceed the amounts previously paid to the Beneficiary, the Beneficiary shall be entitled to apply for payment of an amount equal to the balance of those committed costs save that the maximum liability of the Company in respect of such additional amounts together with any previously paid amounts shall not exceed 100% of the Donation Amount. Any such application must be made within 30 (thirty) days of termination and shall be subject to satisfactory evidence of the relevant costs being produced by the Beneficiary. The Company shall pay the same within 30 (thirty) further days of the end of the month in which such evidence is produced by the Beneficiary.

7.9 Upon termination (or where this Agreement does not come into force pursuant to clause 2.2), all obligations of both parties under this Agreement shall cease except for:

(a) the provisions of clause 15 (Confidential Information);

(b) the provisions of clause 18 (Limitation on Liability); and

(c) this clause 7 (Termination),

and save also for any antecedent breach by either party of the terms of this Agreement.

7.10 Save for any amounts expressly identified in this clause 7 (Termination), no other compensation shall be payable by the Company in respect of termination of this Agreement.

8 Insurance

8.1 The Beneficiary shall, at all relevant times, at its own cost, effect and maintain in full force those insurances which it is required to effect by any Applicable Laws.

8.2 The Beneficiary shall supply the Company with copies of every policy of insurance (or such other evidence of insurances as may be reasonably required) upon the written request of the Company, together with evidence of payment of the premiums. If the Beneficiary defaults in insuring or continuing to maintain the insurances, the Company may (where it has an interest in the relevant Activities which is insurable, for example because of the proximity of any Activities to the Company's assets) insure against any risk in respect of which such default has occurred and recover any premiums from the Beneficiary as a debt.

8.3 The Company shall not be obliged to take out any insurances for the Activities.

9 Changes

9.1 The Beneficiary and the Company shall regularly meet to discuss what they believe to be working well, and what is not.

9.2 The Company may request changes (at any time) to:

(a) the requirements of this Agreement; and/or

(b) the Project; and/or

(c) the Activities.

9.3 The parties shall meet in good faith to discuss any such changes or additional requirements, and how best they might be provided for, and shall implement whatever agreement they may reach.

9.4 The Beneficiary shall not unreasonably withhold its approval of any changes or additional requirements which may be proposed by the Company.

10 Personnel

10.1 The parties shall appoint the persons listed in the Schedule as the Beneficiary's Representative and Company's Representative respectively for the purposes of this Agreement, and all Activities and obligations under (or in connection with) this Agreement.

10.2 The Beneficiary's Representative shall:

(a) establish and maintain direct and regular contact with Company's Representative on all matters pertaining to this Agreement; and

(b) prepare for and make themselves available to attend all meetings required to be attended pursuant to clause 11 (Meetings).

11 Meetings

11.1 The Beneficiary's Representative and Company's Representative shall attend such meetings as may be reasonably required by the Company including but not limited to (a) stage and gate review; (b) progress meetings; and (c) risk planning and review meetings.

11.2 The Beneficiary shall promptly provide the Company with such information regarding any Activities, or any events affecting any Activities, as may reasonably be required by the Company, including copies of any contract which relates to the carrying out of the Activities.

11.3 The Beneficiary shall promptly notify the Company of any incident, event or circumstance which is likely to delay the progress of any Activities.

12 Appointments

12.1 In relation to the roles (if any) specified in the Schedule, where the Beneficiary wishes to appoint or engage one or more Delivery Agent(s) (including any professional appointments and/or Activities contractors) in such roles in respect of carrying out the Activities or part of the Activities, the Beneficiary shall obtain written consent from the Company prior to any appointment or engagement.

12.2 The Beneficiary shall ensure that each Delivery Agent performs and behaves in the same manner as the Beneficiary ought to do. Performance and behaviour measures shall include (but not be limited to) time, cost, sustainability, quality, health and safety, and shall be monitored by the Beneficiary on an on-going basis.

12.3 If the Beneficiary appoints or engages a Delivery Agent for any part of the Activities, then the Beneficiary shall not be relieved from any liability or obligation whatsoever under this Agreement, and the Beneficiary shall be fully responsible for the acts, omissions or defaults of any Delivery Agent as if they were the acts, omissions or defaults of the Beneficiary.

13 Record Keeping, Access to Documents and Information

13.1 The Beneficiary shall, whilst undertaking the Activities and for the period for which any resulting structures or features are to be maintained and at least seven (7) years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

13.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Activities. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

14 Confidential Information

14.1 Neither party shall disclose any Confidential Information of the other party save as required:

(a) by any enactment or requirement of any regulatory authority;

(b) pursuant to any judicial or arbitral process;

(c) by any Applicable Laws (including the EIR as set out in clause 15 (Compliance) below);

(d) to enable that party to perform its obligations pursuant to this Agreement, including the disclosure of such information to any employee, consultant, agent, officer, Delivery Agent (of any tier), lender or adviser provided that such disclosure is made in good faith and only to the extent necessary to enable the party to fulfil its obligations under this Agreement; and/or

(e) by the Company, as required by its statutory duties or statutory licence.

15 Compliance

15.1 The Beneficiary acknowledges that:

(a) the Company may be required, under the EIR, to disclose information relating to the subject matter of this Agreement; and

(b) notwithstanding any other provision in this Agreement, the Company shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the EIR.

15.2 The Beneficiary shall provide all necessary assistance and cooperation as reasonably requested by the Company to enable it to comply with its obligations under the EIR.

15.3 The Company acknowledges that:

(a) the Beneficiary may be required, under the EIR [or Freedom of Information Act 2000 (**FOIA**)], to disclose information relating to the subject matter of this Agreement; and

(b) notwithstanding any other provision in this Agreement, the Company shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the EIR [and/or the FOIA].

15.4 The Beneficiary shall provide all necessary assistance and cooperation as reasonably requested by the Company to enable it to comply with its obligations under the EIR and/or the FOIA.

15.5 The Beneficiary acknowledges that it may share information with the Company relating to its personnel or other individuals in connection with the Activities and this Agreement. The Beneficiary agrees that the Company shall control that data and may use that data, and share it with third parties, in connection with its business and the Activities. In any event, each party shall comply with its obligations under Applicable Laws relating to data protection and privacy in dealing with any personal information, including but not limited to establishing the lawful basis for transferring any personal information to the other party. If either party reasonably considers that the nature of the Activities is such that additional data protection requirements should apply, then both parties shall act reasonably in relation to agreeing the necessary data sharing agreement.

15.6 The Beneficiary warrants, represents and undertakes that no offence under the Bribery Act has been or will be committed by:

(a) the Beneficiary; or

(b) any associated person (as defined in section 8 of the Bribery Act) of the Beneficiary,

in connection with the procurement or implementation of this Agreement.

15.7 The Beneficiary further represents and warrants that that it has not done, and will not do, anything in connection with this Agreement and/or the Activities which could be considered an inducement for any person to show favour to the Beneficiary or otherwise act in a particular matter, or which could be considered to amount to bribery or an attempt to defraud any party (including the Company).

15.8 If at any time the Beneficiary:

(a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranties in clauses 15.6 and 15.7; or

(b) becomes the subject of any investigation in connection with the Bribery Act; or

(c) becomes the subject of any other investigation in respect of any (or any suspected) wrongdoing or impropriety; or

(d) becomes aware of any equivalent investigation (as falls within clauses 15.8(b) or (c)) in respect of its employees, or sub-contractors or any other associated person,

the Beneficiary (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and shall co-operate with the Company in the investigation of the breach or suspected breach of the same.

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

15.10 The Beneficiary shall:

(a) comply with all Applicable Laws relating to modern slavery including but not limited to the Modern Slavery Act 2015 (the "**Relevant Modern Slavery Requirements**");

(b) not do or omit to do any act or thing which causes or may cause the Beneficiary, the Company or any member of the Company Group to be in breach of and/or to commit an offence under any Relevant Modern Slavery Requirements; and

(c) promptly notify the Company of any breach of this clause.

15.11 Without prejudice to the foregoing clauses, the Beneficiary shall be responsible for compliance with all Applicable Laws in carrying out the Activities, and shall not by act or omission cause UU to breach (or fail to take any action to avoid breaching) any Applicable Laws, including:

(a) relating to the undertaking of Activities, and/or the provision of water or wastewater services;

(b) relating to bribery, corruption or modern slavery;

(c) relating to taxation, including ensuring that all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all tax related Applicable Laws are complied with, in respect of each and every individual involved in the discharge of the Activities (including under the intermediaries legislation known as IR35 concerning off payroll working).

15.12 Breach of any sub-clause of this clause 15 (Compliance) is a material breach by the Beneficiary which is not capable of remedy.

15.13 This clause 15 (Compliance) shall survive the expiry or termination (for any reason) of this Agreement (or of the Beneficiary's engagement under it).

16 Publicity

16.1 Unless otherwise agreed by the Company, and save for any specific publicity activities specified in the Schedule, the Beneficiary shall not (and will ensure that none of its Delivery Agents shall) make any press announcements, or otherwise brief any media organisation, make any announcement or issue any brochure or other marketing material, which in any way concerns (or refers to) this Agreement, the Project, and/or the Activities or any related matter, without the Company's prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

16.2 If the Company provides its consent in accordance with clause 16.1, the parties shall consult together on the timing, contents and manner of release of any announcement.

16.3 The parties agree that any announcements or publications shall be in a form and substance agreed between the parties.

16.4 Where any publicity entails either party making any use of any brand or logo of the other they shall do so only in accordance with the reasonable directions of the party whose brand or logo is being used.

17 Limitation on liability

17.1 The Company's aggregate liability in respect of this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to a sum equal to the Donation Amount less the aggregate of any amounts already paid by the Company in accordance with clause 5 (Company Donation) provided that such limitation shall not apply to any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the Company, or to any other liability that cannot be limited or excluded at law.

17.2 The Beneficiary's aggregate liability in respect of this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to a sum equal to the Donation Amount, provided that such limitation shall not apply to any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the Beneficiary, or to any other liability that cannot be limited or excluded at law

18 General

18.1 The Beneficiary grants to the Company an irrevocable, perpetual, non-exclusive royalty-free licence to use all the intellectual property and materials created as a result of the design and implementation of the Activities for all purposes, including the right to sub-licence.

18.2 Neither party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than the Company or the Beneficiary.

18.3 Any notice pursuant to this Agreement shall be in writing and shall be duly and validly served if delivered by hand or sent by first class post or recorded delivery to the registered office of the relevant party (and in the case of a notice served on the Company, such notice should beaddressed to the Company Secretary of the Company). Any notice sent by post shall be conclusively treated as having been served two business days after posting.

18.4 Neither party may assign or charge its rights or interests under this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

18.5 No amendment to or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each party by a duly authorised representative. No general terms and conditions contained in any purchase order or other document customarily required by either party in connection with a request for Activities or services shall be binding on the parties.

18.6 Should a dispute between the parties arise out of or in connection with this Agreement, the Company's Representative and Beneficiary's Representative shall initially discuss and attempt to resolve the dispute. If the parties' representatives are unable to resolve the dispute to the satisfaction of both parties within 14 (fourteen) days, it shall be escalated to the parties' appropriate senior managers for resolution. If the senior managers are unable to resolve the dispute to the satisfaction of both parties within 14 (fourteen) days, it shall be escalated to the parties' directors for resolution. If the directors are unable to resolve the dispute to the satisfaction of both parties within 14 (fourteen) days, the dispute shall be referred to adjudication in accordance with clause 18.7.

18.7 Either party may refer to adjudication any dispute arising out of or in connection with this Agreement in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudicator shall be agreed between the parties and failing agreement within 7 (seven) days of receipt by one party of a proposal by the other the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of TECBAR.

18.8 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreements between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any statement or representation not set out in this Agreement.

18.9 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Save as expressly provided otherwise, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

The Schedule

TABLE 1 – GENERAL INFORMATION

1	**The Project**	
George Square forms part of the Oldham Town Centre regeneration 'Creating a Better Place' programme. This builds on the Rock Street Green Recovery project and Tommy Field 1 and Tommy Field 2 applications. This continues the green 'strip' across the town centre and will form a new events and outdoor market space. The scheme creates a large sustainably drained space through attenuation and infiltration techniques to reduce flooding through the application of United Utilities' Rainwater Management Strategy principles and objectives. The SUDS enabled hardstanding areas offers Oldham Council's Events Team with an opportunity to expand their inclusive community portfolio of activities such by hosting fairs and exhibitions as well as pop-up Vendors.		
2	**The Activities**	
2.1	Description (supplemented by the information included at Annex B to this Schedule, if any):	This project is constructing new SuDS features which will attenuate surface water before discharging back into the combined sewer. By contributing to this project, 5168m2 of impermeable area is being attenuated from the combined sewer system which is helping us achieve the Rainwater management PCD.
	Total Project Value	£2,871,807
	UU Contribution Amount	£360,600
	Payment schedule	Milestone 1: £200,000 - on installation of 3 attenuation tanks - September 2026 Milestone 2: £160,000 - on reinstatement of paved areas - October 2026

3	**Commencement Deadline:**	The date falling one month from the date on which this Agreement is executed by the last party to execute it.
4	**Longstop Date:**	July 2027
5	**Company's Representative:**	Sharma Jencitis
	Beneficiary's Representative:	Jason Denniston
	Key roles for the purposes of clause 10	N/A
	Additional key commercial information	NOT USED
	Trigger Event for the Activities to be deemed to have Commenced	NOT USED

TABLE 2 – SPECIAL CONDITIONS

Optimisation of Project/Activities	The parties agree that Table 1 sets out a high-level outline of the Activities to which this agreement relates. Whilst the specific details of the interventions to be carried out as part of the Activities shall ultimately be determined by the Beneficiary, the Beneficiary agrees that the Funding Contribution has been advanced on the basis that the benefit of the Activities and the Project to the local community shall be maximised and the Beneficiary shall have regard to this principle in developing the detail of the Activities; and the meetings referred to in clause 11 (Meetings) shall be used to monitor and identify opportunities to maximise the benefit of the Activities and the Project as per sub-paragraph (i) above, and UU may invite any stakeholder that it deems appropriate to attend such meeting to support in this process; and the parties may identify additional opportunities for UU's personnel to contribute to the undertaking of the Activities and/or the Project as part of UU's support to the Project.

Annex B

Appended Information

NOT USED

EXECUTED AS A DEED for and on behalf of United Utilities Water Limited
In the presence of a witness:

.....

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……
Print Name
Date

.....

WITNESS:

……

EXECUTED AS A DEED by OLDHAM METROPOLITAN BOROUGH COUNCIL by affixing hereto its seal in the presence of:
Date:

WITNESS

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