



THAMES WATER UTILITIES LTD.
Water Industry Act 1991
Water Act 2003
Environmental Protection Act 1990
Environment Act 1995
Pollution Prevention and Control Act 1999
CONSENT TO THE DISCHARGE OF TRADE EFFLUENT

WHEREAS

1. EQUINIX Hyperscale 1 (LD11) Limited
Masters House
107 Hammersmith Road
West Kensington
London
W14 0QH

is/are the occupier(s)/owner(s) (hereinafter called THE APPLICANT) of the trade premises known as EQUINIX Hyperscale 1 (LD11) Limited and situate at
759-763 Henley Road
Slough
Berkshire
SL1 4JW

(hereinafter called THE PREMISES) and by notice dated Third day of July, Two Thousand and Nineteen has/have made application to Thames Water Utilities Ltd. (hereinafter called THE COMPANY) to Consent to the discharge of Trade Effluent by him/her/them from THE PREMISES into the Company's public foul water and/or combined sewers.

2. NOW THEREFORE in exercise of the powers conferred upon it in that behalf as a sewerage undertaker by the Water Industry Act 1991, the Company

HEREBY CONSENTS to the discharge of Trade Effluent from the Premises into the sewer(s) (as hereinafter defined) subject to the following conditions:

Nature and composition

1. The nature and composition of the Trade Effluent (hereinafter called THE TRADE EFFLUENT) to be discharged under this Consent is: Waste liquids arising from process water regeneration and evaporative cooling blow down discharges



Sewer(s) affected	2. The sewer(s) into which the Trade Effluent may be discharged is/are the sewer(s) detailed below: 600mm foul sewer on Henley Road And more particularly shown in line(s) on the annexed plan and thereon coloured red. The point(s) at or through which the Trade Effluent is to be discharged is/are shown on the said Plan and thereon marked blue. No change shall be made in such point(s) of discharge without prior Consent in writing of the Company.
Maximum quantity to be discharged	3. The maximum quantity of the Trade Effluent which may be discharged on any one day of twenty-four hours determined from midnight to midnight shall not exceed 446.000m ³ .
Maximum rate of discharge	4. a) The maximum rate at which the Trade Effluent may be discharged shall not exceed 53.640m ³ per hour. b) The maximum rate at which the Trade Effluent may be discharged shall not exceed 14.900 litres per second.
Matter to be eliminated prior to discharge to the sewer(s)	5. (a) There shall be eliminated from the Trade Effluent before it is discharged into the sewer(s) any matter, which, either alone or in combination with any matter with which it is likely to come into contact while passing through any sewers, would injure or obstruct any such sewers or cause injury to and/or damage to the health of any person lawfully present in such sewers, pumping stations or sewage treatment works or would makespecially difficult or expensive the treatment or disposal of their contents and in particular but withoutprejudice to the generality of the foregoing words the following matters:- (i) Petroleum spirit (ii) Calcium carbide (iii) Thiourea and thiourea derivatives (iv) Non biodegradable detergents (b) The Trade Effluent shall not contain substances listed in Schedule 1 of the Trade Effluents (Prescribed Processes and Substances) Regulations 1989, as amended, at a concentration greater than background concentration as defined in such regulations. (c) The Trade Effluent shall not contain any of the substances listed in APPENDIX 1 at a concentration expressed in milligrams per litre greater than that stated. SEE APPENDIX 1
Temperature	6. No Trade Effluent shall be discharged which has a temperature higher than 43.3 degrees Celsius (110 degrees Fahrenheit).
Acidity or alkalinity	7. No Trade Effluent shall be discharged the pH value of which is less than 6.0 or greater than 11.0.
Condensing water	8. No condensing water shall be discharged.

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| Changes in occupier or process | 9. The Applicant of the Premises shall forthwith give to the Company notice in writing of any changes or proposed changes in the company name, address, occupier, or processes of manufacture or the nature of the raw materials used or of any other circumstances which may alter the nature and composition or the volume of the Trade Effluent or may result in the permanent cessation of the discharge. |
| Commencement of Discharge | 10. The commencement date of this Consent will be the date on which the Consent is signed by the Company's Senior Consultant for Wastewater Quality (or any other officer or employee duly authorised by the Company for these purposes). The Applicant must not discharge the Trade Effluent before the commencement date. |
| Payment | 11. The Applicant of the Premises shall be liable for payment of Trade Effluent Charges including:

(a) A sum calculated in accordance with the provisions contained in the Company's Wholesale Tariff Document together with

(b) The amount of any additional expenses which the Company may from time to time incur with respect to the monitoring, analysis, reception, treatment and disposal of the Trade Effluent.

(c) Where samples taken by the Company establish that the Applicant is in breach of an Agreement or a Consent, the Applicant shall be liable to pay the sampling and analysis charge for each sample that was necessary to take in order to establish such a breach, which shall be the charge shown in the Company's Wholesale Tariff Document. |
| Entry and samples | 12. The Applicant of the Premises shall permit duly authorised representatives of the Company to inspect, examine and test at all reasonable times any works and apparatus installed in connection with the Trade Effluent and to take samples of the Trade Effluent. |
| Inspection | 13. An inspection chamber or manhole shall be provided and maintained by the Applicant of the Premises in a suitable position defined in connection with each pipe through which the Trade Effluent being discharged and such inspection chamber or manhole shall be so constructed and maintained by the Applicant as to enable duly authorised representatives of the Company to take samples at any time of the matter passing into the sewer(s) from the Premises. |

14. (a) Private meters which may be necessary for the calculation of charges, and which are suitable and adequate for measuring and automatically recording the volume, nature, composition and rate of discharge of the Trade Effluent being discharged into the sewer(s) (hereinafter called PRIVATE METERS) shall, if required by the Company, be provided and maintained by the Applicant of the Premises to the satisfaction of the Company:

(b) The installation, accuracy testing, repair, replacement, calibration and exchange of Private Meters is the responsibility of the Applicant of the Premises and shall be carried out by the Applicant in accordance with the conditions set out below:

The Applicant of the Premises shall notify the Company of its intention to install a new Private Meter; Within five (5) business days of the meter installation, the Applicant of the Premises shall provide to the Company details of the meter installation including meter serial number, meter location, a calibration certificate (where required), initial read and supporting photographic evidence. The photographic evidence must include the initial read and the meter serial number and must be of sufficient quality to enable the Company to confirm the meter details;

Private Meters shall be calibrated at least annually or more frequently if specified by the Company and certificated by a suitably qualified person and/or company approved by the Company;

The Applicant of the Premises shall arrange for Private Meters to be repaired, replaced, exchanged or tested as appropriate within timescales agreed with the Company;

In the event of replacement or exchange of the Private Meter, the Applicant of the Premises shall, within five(5) business days of the meter replacement, provide to the Company details of the meter removal and installation including meter serial numbers, meter location, a calibration certificate (where required), final read, initial read (and the dates of the final read and initial read) and supporting photographic evidence. The photographic evidence must include the final read, initial read and the meter serial numbers and must be of sufficient quality to enable the Company to confirm the meter details;

In the event of repair of the Private Meter, the Applicant of the Premises shall, within five (5) business days of the meter repair, provide to the Company details of the meter read and supporting photographic evidence. The photographic evidence must include the meter read and the meter serial number and must be of sufficient quality to enable the Company to confirm the meter details;

In the event of testing of the Private Meter, the Applicant of the Premises shall notify the Company of the test results within twenty (20) business days of the testing.



Records

15. (a) Records in such a form as the Company may require shall be kept of the volume, rate of discharge, nature and composition of the Trade Effluent discharged into the sewer(s) and shall be available at all reasonable times for inspection by duly authorised representatives of the Company and copies of such records shall be sent to the Company on demand.

(b) If any Private Meter ceases to register or measure correctly then, unless otherwise agreed, the volume during the period from the date on which the records were last accepted by the Company as being correct up to the date when the Private Meter again registers correctly shall, for the purpose of any charges, be based on the average daily volume during the period of one month preceding the date on which the said records were last accepted as aforesaid or during the month immediately after the Private Meter has been corrected, whichever is the higher.

(c) The foregoing provisions of this condition shall be of no effect so long as there is available to the satisfaction of the Company some other method approved by the Company of sampling the Trade Effluent or of determining, measuring and recording volumes and rates of discharge and the nature and composition of the Trade Effluent discharged.

Vacation of Site

16. The Applicant(s) must notify the Company in writing at least 21 days in advance of the following events:
(a) Vacation of the Premises by the Applicant for any reason, whether permanent or temporary;
(b) Change of ownership or occupation of the Premises;
(c) The Applicants entry into liquidation whether voluntarily or compulsorily or bankruptcy, if an individual;
(d) The presentation of a petition for the appointment of an administrator or a receiver or manager in respect of the Applicants undertakings;
(e) Cessation of discharge of Trade Effluent from the Premises.

Signed:

T. McHattie

Tony McHattie
Trade Effluent Manager
Duly authorised to sign on behalf of the company
Dated *30th* day of *September 2019*

NOTES:

- a) All communications should be sent to the following address:
Trade Effluent Manager
Trade Effluent
Thames Water Utilities Ltd
Crossness Sewage Treatment Works
Bazalgette Way
Abbey Wood
London
SE2 9AQ
- b) Your attention is drawn to the right of appeal to the Director General of Water Services conferred by Section 122 of the Water Industry Act 1991 if you are aggrieved by any condition attached to this Consent.
- c) Charges for sewerage services may be payable in addition to Trade Effluent Charges
- d) A copy of the Wholesale Tariff Document is available from Thames Water Utilities Ltd's website
- e) If you discharge Trade Effluent in contravention of a condition of this Consent you will be guilty of a criminal offence and may be subject to prosecution.



APPENDIX 1 - SUBSTANCES

The Trade Effluent shall not contain any of the substances listed below at a concentration expressed in milligrams per litre greater than that stated:

Determinand Name	Consented Limit
Sulphate	1800.0
Chloride	1500.0
Chemical Oxygen Demand	300.0
Suspended Solids	200.0
Rapidly Settleable Solids	100.0
Settleable Solids	100.0
Available Chlorine	50.0
Iron	50.0
Copper	3.0
Bromate	1.0
Manganese	1.0
Sulphide	1.0

THERE ARE NO FURTHER LIMITS IN THIS APPENDIX



APPENDIX 2 - DISCHARGE POINTS

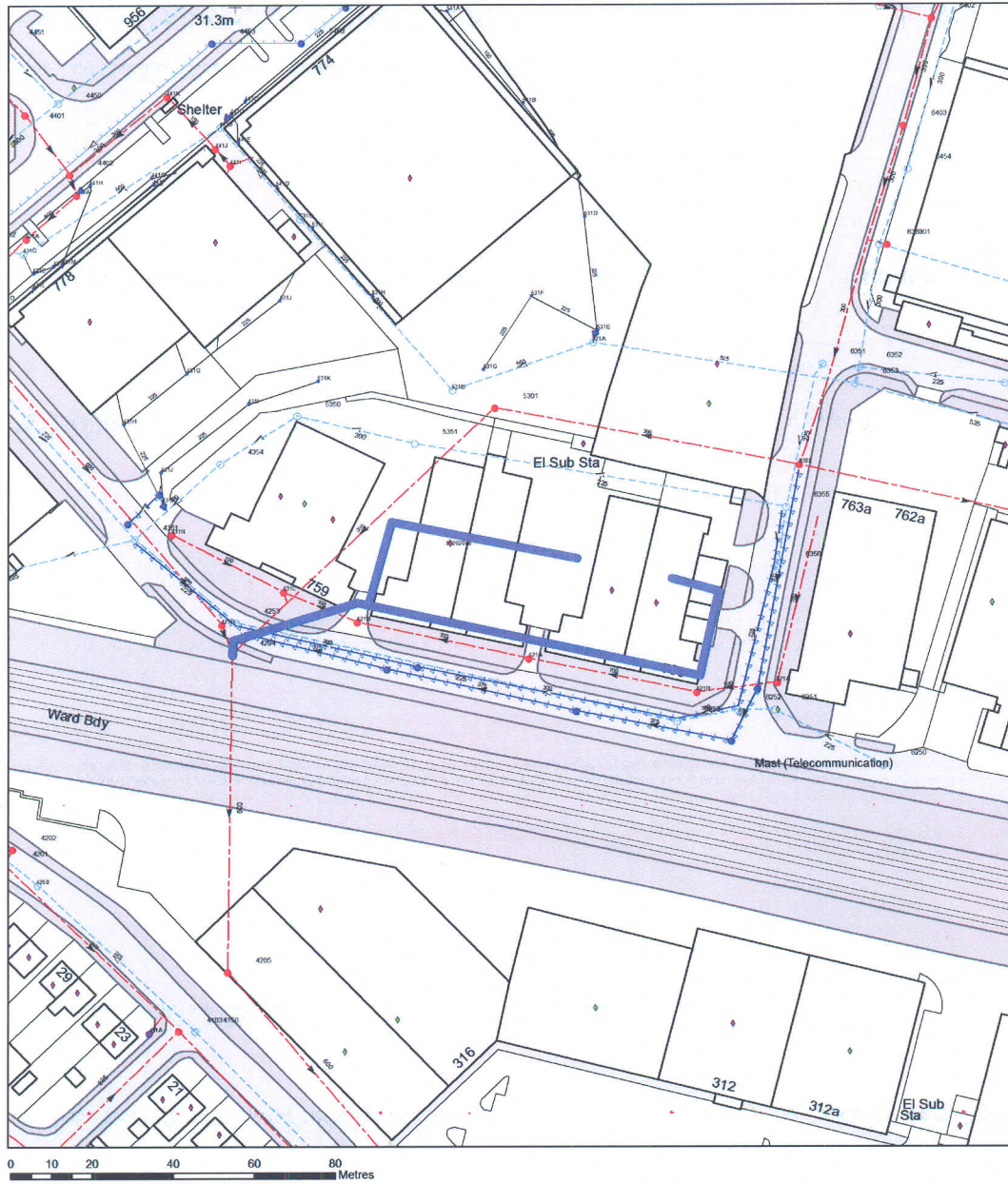
THERE ARE NO MORE DISCHARGE POINTS

APPENDIX 3 - SEWER PLAN

GIS Plan

Based on the Ordnance Survey Map with the Sanction of the Controller of H.M Stationery Office License Number 100019345

Thames Water



The position of any boundary or apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. No liability of any kind whatsoever is accepted by Thames Water for any error or omission.

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APPENDIX 4 - ADDITIONAL CLAUSES

NO ADDITIONAL CLAUSES AVAILABLE