NORTH LONDON WASTE AUTHORITY

ICHEME

SCHEDULE 12: LIQUIDATED DAMAGES FOR DELAY

Liquidated damages for delay

1. The amount of Delay Liquidated Damages payable by the Contractor, in accordance with Clause 15 of the Conditions of Contract, for delay in achieving Take Over by the date which is 6 months after the date set for Take Over in Schedule 11 *Times of completion* will be £100 for each tonne of Authority Residual Waste that the Plant is unable to process in the period between the date which is 6 months after the date set for Take Over in Schedule 11 *Times of completion* and the date on which the Take Over Certificate is issued.

   Where the Purchaser is able to process all or part of such Authority Residual Waste through its existing Energy From Waste (EFW) plant, the Purchaser shall subsequently refund the Contractor £50 per tonne that was in fact processed through the existing EFW. The Purchaser shall monitor the amount of Authority Residual Waste it receives including the amount it is able to process through the existing EFW on a monthly basis and any sums to be refunded since the date of the last payment made to the Contractor under the Contract shall be included in the next Project Manager's payment certificate issued to the Contractor in accordance with Sub-clause 41.4 of the Contract.

   Where there is a delay in achieving Take Over by the date which is 6 months after the date set for Take Over in Schedule 11 *Times of completion,* the Purchaser shall use reasonable endeavours to process Authority Residual Waste that the Plant is unable to process through the existing EFW. Any interpretation of the Purchaser's obligation to use reasonable endeavours to process Authority Residual Waste through the existing EFW shall take account of the age of the existing EFW and the winding down of the existing EFW in anticipation of the Purchaser Taking Over the Plant, provided that the Authority shall take account of any anticipated delay in achieving Take Over when planning and activating its winding down of the existing EFW by reference to the Approved Programme.

   As part of the winding down of the existing EFW, the Purchaser shall notify the Contractor of any consents or permits required for the operation of the existing EFW that have expired or which may expire before the Take Over Certificate is issued, For the avoidance of doubt the Parties agree that the Purchaser shall not be required to process Authority Residual Waste through the existing EFW where doing so would cause the Purchaser to be in breach of any Legislation, any of the Consents or any consents or permits required to operate the existing EFW.

   For the purposes of this Schedule 12, "**Authority Residual Waste**" means waste falling within the waste characteristics described in section 4.1 of Schedule 1 Description of the Works that the Purchaser has a statutory duty to manage and which, for the purposes of this Schedule 12 and calculating any Delay Liquidated Damages that may become payable under Clause 15 of the Conditions of Contract, shall be capped at six hundred thousand (600,000) tonnes per annum,

2. In the event that the Take Over Certificate is issued before the date set out in Schedule 11 *Times of completion* in accordance with Sub-clause 15A of the Conditions of Contract the amount of early completion bonus payable to the Contractor shall be Twenty two thousand eight hundred and seventy three pounds 97p £22,873.97 per day subject to the provisions of Sub-clause 15A.2 of the Conditions of Contract.

All prices in relation to Delay Liquidated Damages and early completion bonus are based as at April 2021 subject to indexation using CPI.

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