

Schedule 1 Specification

The Specification of the Services consists of:

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| Part 1 – Contract Waste Disposal | The receipt and treatment or disposal of Contract Waste delivered for disposal at Delivery Points or RRCs. In relation to Contract Waste received at Delivery Points this shall include (in an appropriate operational order) the separation of waste for preparation for re-use, recycling, recovery or disposal in accordance with the Waste Hierarchy wherever it is safe, lawful and is technically, economically and environmentally practicable to do so, and shall include the transfer of such Contract Waste where necessary. |
| Part 2 – RRC Services and Transport | The operation of Contract RRCs and the transfer of Contract Waste received at RRC Sites to appropriate locations for its re-use, treatment or disposal. |
| Part 3 – Contract Organic Waste Service | The receipt (at the EcoPark and Hornsey Street) and treatment of separately collected Contract Waste for composting, anaerobic digestion or other appropriate treatment. |
| Part 4 – Bulking and Transport | The receipt at Delivery Points of various types of Contract Waste and the bulking and transport of the same to locations specified by the Authority. |
| Part 5 – Contract Clinical Waste | The receipt and treatment of Contract Waste that is Contract Clinical Waste. |

Part 1 – Contract Waste Disposal

Section A – Provisions applying to all Sites

1. General Description of the Residual Waste Service

The Residual Waste Service consists of the receipt and treatment or disposal of Contract Residual Waste delivered for disposal at Delivery Points or Contract RRCs.

2. The Residual Waste Service to be Provided

2.1 LWL shall:

2.1.1 receive, weigh and accept all Contract Residual Waste which the Authority has delivered or directed to be delivered to the Delivery Points;

2.1.2 wherever it is safe, lawful and is technically, economically and environmentally practicable to do so, separate from Contract Residual Waste components of the Contract Residual Waste for re-use, preparation for re-use and recycling, and to arrange appropriate treatment and will report all such activity to the Authority for performance management and payment purposes;

2.1.3 dispose of all Contract Residual Waste (to the extent that it has not been diverted from disposal pursuant to paragraph 2.1.2) from any Delivery Point whether at that Delivery Point or after transportation to another place;

2.1.4 maximise the amount of Contract Residual Waste sent to the Facility by shredding (for treating) as much of the Contract Residual Waste (that would otherwise only be suitable for landfill) as possible to ensure the Facility operates at its optimum incineration capacity at all times; and

2.1.5 provide data relating to the management of Contract Residual Waste in accordance with this Contract.

3. Operation

3.1 LWL shall:

3.1.1 not (subject to paragraph 3.2) refuse to accept any Contract Residual Waste delivered to the Delivery Points or Contract RRCs, or refuse to collect any Contract Residual Waste delivered to Non-Contract RRCs during Normal Hours and if it shall be proved that such a refusal has resulted in any additional costs to the Authority or a Borough, LWL shall pay such costs in full to the Authority; and

- 3.1.2 seek the approval of the Authority's Representative before making arrangements with other places for waste treatment or disposal to receive Contract Residual Waste arriving during the Normal Hours.
- 3.2 The Authority shall provide LWL with a list of vehicles that are authorised to deliver Contract Waste to Delivery Points (each an "**Authorised Vehicle**"). Where a vehicle that is not an Authorised Vehicle, but is purporting to be carrying Contract Waste, arrives at a Delivery Point, LWL shall:
- 3.2.1 direct the vehicle to a holding area; and
- 3.2.2 contact the Authority's Representative for confirmation that the vehicle can be treated as an Authorised Vehicle.
- Where the Authority's Representative does not confirm that the vehicle can be treated as an Authorised Vehicle, LWL shall refuse to accept the vehicle.
- 3.3 If LWL proposes to make any substantial changes in the:
- 3.3.1 then current method of operating the Delivery Points; or
- 3.3.2 nature of any of labour and Equipment,
- LWL shall notify the Authority's Representative of such changes before they are implemented.
- 3.4 LWL acknowledges that most of the Contract Residual Waste will be household and commercial waste brought to the Delivery Points by means of conventional compactor type refuse vehicles.
- 3.5 LWL shall arrange for all vehicles carrying Contract Residual Waste to be weighed on a weighbridge upon arrival at the Delivery Point and then directed to a tipping area where these vehicles shall discharge their load.
- 3.6 Following discharge, the vehicles shall be weighed again by LWL in order to determine the weight of Contract Residual Waste disposed.
- 3.7 LWL acknowledges that vehicles other than those referred to in paragraph 3.4 are also used to deliver Contract Residual Waste to the Delivery Points, (including flat-backed tipping and non-tipping vehicles, transit-type vans, mechanical road sweepers and gully suckers) and agrees that it will provide the same weighing and tipping procedures as described in paragraphs 3.5 and 3.6 with respect to any vehicles.
- 3.8 Whenever LWL transports Contract Residual Waste, LWL shall use, where available, appropriate plant for the purpose of compacting Contract Residual Waste to ensure that the maximum permitted load is carried. LWL shall weigh in and out of each Delivery Point the bulk carriers and LWL shall record the weight of Contract Residual Waste transported. LWL shall then transport the Contract Residual Waste to the Facility and the Contract Residual Waste shall be disposed there, or another recycling, treatment or disposal facility.

- 3.9 LWL shall ensure that at the end of each working day the Delivery Points and Contract RRCs and any vehicles, plant, equipment and buildings within its control are left secured.
- 3.10 LWL shall ensure that a quantity of Contract Residual Waste equivalent to the quantity arriving at the Delivery Point during Normal Hours is removed from the Delivery Point by the end of the day (if required under the conditions of the Environmental Permit relating to the Delivery Point) (or in the case of the Facility be securely stored in the bunker areas) and that any Contract Residual Waste transferred or stored is transferred or stored in accordance with the Environmental Permits.

4. **The Weighbridge**

- 4.1 LWL shall:
- 4.1.1 provide at each Delivery Point either a correctly calibrated, approved weighbridge or dynamic axle weigher with a capacity of at least fifty (50) tonnes suitable for the weighing and summation of loads;
 - 4.1.2 use such weighbridge or dynamic axle weigher for the weighing in and out of all waste vehicles;
 - 4.1.3 record all such weights; and
 - 4.1.4 produce any necessary reports and/or returns for each type of Contract Waste.
- 4.2 LWL shall:
- 4.2.1 provide to the Authority annual weighbridge calibration certificates for each weighbridge and dynamic axle weigher used in the provision of the Services;
 - 4.2.2 provide to the Authority 24/7 real time access and full reporting functionality from LWL's electronic weighbridge system;
 - 4.2.3 ensure that reports are downloadable and in a format agreed with the Authority's Representative; and
 - 4.2.4 ensure that as a minimum such reports will provide the Authority with access to the following information for all weighbridge and dynamic axle weigher transactions including all Contract Waste, third party waste and secondary and tertiary deposit transactions:

Description of Requirement

The system will use the dataset outlined below.

1) Weighbridge Data

- Transaction Number
- Ticket Number
- Vehicle Registration Number
- Customer Number
- Customer Address
- Customer Post Code
- Haulier Number
- Date In
- Time In
- Date Out
- Time Out
- Waste Type and Description – by EWC code
- SIC Code
- In/Out (i.e. is the vehicle bringing material to the site or removing it)
- Site (i.e. Where the ticket or transaction was generated)
- Origin
- Destination
- Gross Weight
- Tare Weight
- Net Weight
- Measure
- Unit
- Net Value

| Description of Requirement |
|---|
| <ul style="list-style-type: none"> • VAT • Gross Value • Round Number • Waste Carriers Registration • WCR Expiry • Comments <p><u>2) Vehicle Database (a vehicle registration number is associated with the information below)</u></p> <ul style="list-style-type: none"> • Gross Vehicle Weight • Organisation using vehicle (Borough or contractor) • Organisation Registering Vehicle (Borough / Authority) • Start Date (for vehicle use) • End Date (for vehicle use) • Maximum permitted load weight • Minimum permitted load weight • Type(s) of waste permitted • Round Number • Disposal Site(s) <p><u>3) Financial</u></p> <ul style="list-style-type: none"> • Price per Tonne by site and material |

4.3 LWL shall employ only appropriately qualified and experienced operators for the control of this operation and shall show evidence to the Authority on request of the qualification and experience of the operators.

4.4 LWL shall ensure that:

4.4.1 all measurements of weight are recorded accurately; and

4.4.2 any weight of outgoing or incoming Contract Residual Waste not recorded due to malfunction of the electronic weighbridge system is

confirmed with a manual weighbridge ticket from the disposal facility, and shall enter all necessary data onto its electronic weighbridge system at the soonest possible time.

- 4.5 LWL shall at all times co-operate fully with the Authority's Representative to ensure the effective operation of any weighbridges and dynamic axle weighers and shall accommodate periodic inspections of the equipment.
- 4.6 The Authority may require testing of any such weighbridge or dynamic axle weigher pursuant to the provisions of this Contract provided that as little inconvenience as possible is caused to LWL and their operations by the exercise of this right and the Authority shall be responsible for the cost of such testing unless it is shown by such testing that the weighbridge has been recording inaccurate weights (within a tolerance of twenty kilograms (20 kgs)) in which case LWL shall be responsible for such costs if they relate to a LWL weighbridge or dynamic axle weigher.

5. **Monitoring and Reporting of Residual Waste Service**

- 5.1 LWL shall at all times accommodate and co-operate with the Authority's Representative while he/she is at the Delivery Points to monitor the performance of the Residual Waste Service.
- 5.2 LWL shall promptly supply to the Authority's Representative all tonnage data that is reasonably requested by the Authority to calculate its share of any re-use, recycling or other tonnages and other activities at the Delivery Points for performance management, payment and reporting purposes.
- 5.3 LWL shall provide to the Authority's Representative weekly reports on any closure of Delivery Points giving dates, duration and reason for closure, notwithstanding the requirement to report these in real-time as well.

6. **Vehicles**

- 6.1 LWL shall:
 - 6.1.1 ensure that all vehicles used in connection with the performance of the Residual Waste Service are properly licensed and that they comply strictly with all relevant regulations relating to the construction and maintenance of such vehicles;
 - 6.1.2 be in possession throughout the Contract Period of a valid operator's licence;
 - 6.1.3 ensure that its employees comply at all times with:
 - (a) current Health and Safety Legislation;
 - (b) the terms of all licences and permits; and

- (c) the safety regulations, if any, applicable to each Delivery Point and Waste Recycling Location; and

6.1.4 permit, on demand, access by the Authority's Representative for the purpose of inspecting LWL's vehicles, premises and all related documents concerning the Contract and render all possible assistance to the Authority's Representative.

6.2 The Authority reserves the right to reject any vehicle which the Authority has reasonable cause to believe does not comply with paragraph 6.1 and LWL shall remove any vehicle that has been so rejected from the provision of the Residual Waste Service.

7. **Labour, Plant and Materials**

7.1 LWL shall ensure that all roadways at the Delivery Points and Contract RRCs are of a standard sufficient to safely bear the weight of any vehicles which are employed in the provision of the Services.

7.2 LWL shall provide appropriate mechanical plant and vehicles suitable for the moving, loading and bulk transport of Contract Residual Waste and it shall be responsible for the trimming and covering of the loads in its vehicles before they leave the Delivery Points. LWL may however use any safe and appropriate method of compacting the loads in its vehicles.

7.3 LWL shall be responsible for ensuring that its vehicles are not loaded in excess of the plated gross weight or other relevant limit. If any vehicle is overloaded, LWL shall be responsible for ensuring that the excess waste is removed before the vehicle leaves the Delivery Point or Contract RRCs.

7.4 LWL must take all reasonable steps to ensure that waste does not escape from or spill from its vehicles when in transit. Such steps shall include, as a minimum, any requirements of any Environmental Permit, planning permission, lease or other consent.

8. **Supervision of Vehicular Usage at the Delivery Point**

8.1 LWL will supervise vehicle movements and the discharging of loads in order to:

8.1.1 ensure a safe working environment;

8.1.2 identify any hazardous or dangerous items in loads being discharged;

8.1.3 separate any dangerous or hazardous items found so that LWL can arrange appropriate treatment; and

8.1.4 ensure the full discharge of every load.

9. **Facilities to be provided at the Delivery Point**

LWL shall provide and maintain a means of mobile or remote communication to be made available to the crews of delivery vehicles whilst at any Delivery Point. LWL shall also provide and maintain toilet facilities for these crews. These shall be away from the tipping area.

10. **Cleaning the Delivery Point**

10.1 LWL shall ensure that at all times litter or waste spillage do not accumulate in roadways, footpaths, and parking and storage areas, and that any deposits of litter or waste spillage shall be cleaned by LWL without undue delay. The storage surface of the Delivery Point (excluding the bunkers at the EcoPark) shall be washed on at least one (1) occasion per day.

10.2 In addition to the cleaning operations specified above, LWL shall sweep all roadways, footpaths, parking areas and storage areas frequently, and shall ensure that all routes for visitor tours are free from obstruction and other hazards and are appropriately clean.

10.3 LWL shall also ensure that all deposits of snow or frost are cleared from the roadways and footpaths at the Delivery Points to allow safe passage of vehicles and, where appropriate, pedestrians and/or other roadway users.

Section B – Provisions applying to the Hendon Delivery Point

11. Transportation of Contract Waste from Hendon

- 11.1 From the Commencement Date, LWL shall provide the following service to the Authority:
- 11.1.1 the transportation of Contract Residual Waste from the Hendon Delivery Point by (i) road to the Facility or (ii) rail to a Hendon Disposal Location; and
 - 11.1.2 the treatment and/or disposal of the Contract Residual Waste at (i) the Facility or (ii) a Hendon Disposal Location and all consequent aftercare as required,
- (together, the "**Hendon Service**").
- 11.2 Without prejudice to its obligation to follow the Waste Hierarchy in accordance with Clause 13.3, LWL shall:
- 11.2.1 ensure that its sub-contractor shall remove the Contract Residual Waste from the Hendon Delivery Point without engaging in any prior on-site processing;
 - 11.2.2 sort, segregate or otherwise pre-treat waste to aid recycling and recovery or to ensure compliance with current or pending legislation or to adhere to Good Industry Practice wherever it is safe, lawful and is technically, economically and environmentally practicable to do so, and to the extent permitted by prevailing lease conditions; and
 - 11.2.3 arrange the transfer of as much Contract Residual Waste as possible to the Facility in order to minimise the Authority's Landfill Tax liability, but shall not do so without the prior written consent of the Authority if this would result in less than the guaranteed minimum tonnage of Contract Waste as set out in Schedule 6, Part 3 being transported by rail from the Hendon Delivery Point.
- 11.3 LWL shall ensure that the Hendon Disposal Location to which the Contract Waste is directed does not unreasonably refuse to accept it. Where the Hendon Disposal Location has unreasonably refused to accept Contract Waste, and such a refusal has resulted in additional costs or consequential costs to the Authority, LWL shall pay such additional costs or consequential costs in full to the Authority.
- 11.4 LWL must provide an appropriate rail transportation service which meets the requirements of relevant legislation throughout the Hendon Lease. The rolling stock, locomotives and other equipment used must be of the correct type and fit for the purpose of carrying the Contract Residual Waste.

12. **Frequency of Collections**

- 12.1 LWL shall at all times ensure that the frequency of rail collections is sufficient to meet the requirements of the Waste Management Licence in respect of the storage of waste.
- 12.2 LWL shall not seek to change the terms of the Waste Management Licence during the Contract Period including the restrictions on the storage of waste without the prior written consent of the Authority.

13. **Recording of Waste received at the Hendon Delivery Point**

- 13.1 LWL shall record the weights of the Hendon Containers before they are loaded onto the train at the Hendon Delivery Point using the weighing equipment incorporated within the gantry cranes.
- 13.2 LWL shall keep records of and shall supply the Authority's Representative with such information relating to gross and tare weights of the Hendon Containers, net weight of waste transferred to each Hendon Disposal Location and other related matters as he or she may require and in such form as he or she may reasonably require. The form of such records shall facilitate checking and further use by Authority's Representative for accounting, administrative or any other internal or reporting purposes.
- 13.3 LWL shall be responsible for liaising with the relevant Hendon Disposal Location such that the Contract Residual Waste is disposed of promptly and in any event within five (5) Business Days of receipt at the Hendon Disposal Location.

14. **Operational Requirements**

- 14.1 LWL shall ensure that the necessary:
 - 14.1.1 train paths;
 - 14.1.2 connection agreements;
 - 14.1.3 licence or licence exemption; and
 - 14.1.4 any other statutory agreement or licence required by law,for the Hendon Delivery Point with Network Rail are secured in advance of the Commencement Date and maintained throughout the term of the Hendon Lease.
- 14.2 LWL shall be responsible for the payment of all necessary track access and maintenance charges levied in relation to the delivery of the Hendon Service.
- 14.3 LWL will ensure that train operators accessing the Hendon Delivery Point receive, at the appropriate point or points, all necessary instructions to

ensure that they observe requirements necessary for the safe and proper use of the Hendon Delivery Point.

- 14.4 LWL shall transfer to the rolling stock by means of overhead gantry cranes the Hendon Containers holding the Contract Residual Waste. Each Hendon Container shall be loaded such that efforts are made to achieve the maximum permitted payload.
- 14.5 LWL must transfer the full Hendon Containers by rail to a Hendon Disposal Location, then remove the full Hendon Containers from the train and empty them of Contract Residual Waste. No material shall be extracted from or added to the Contract Residual Waste on the journey to the Hendon Disposal Location without the prior written consent of the Authority.
- 14.6 LWL shall ensure that the driver of any train that enters or leaves the Hendon Delivery Point closes and locks the gates across the Hendon Delivery Point rail sidings immediately after passing through these gates.
- 14.7 LWL shall make every effort to ensure the Hendon Containers are fully discharged of waste and that no significant residues remain contained therein. Empty Hendon Containers should be stored in a safe and secure manner to enable the train to be reloaded, ready for a return journey to the Hendon Delivery Point.
- 14.8 All work must be carried out with minimum delay either at the Hendon Delivery Point or the Hendon Disposal Location without compromising health and safety requirements. LWL shall ensure that a dedicated technically competent manager is appointed to manage each Hendon Disposal Location and shall whenever so required allow the Authority's Representative to inspect any documentation relating to such competence.
- 14.9 LWL shall ensure that the Hendon Disposal Location has sufficient capacity and access to the unloading facilities is available to enable any train authorised to deliver Contract Residual Waste to do so with the minimum delay.
- 14.10 LWL is solely responsible for assessing whether additional containers are required to enable the delivery of the Hendon Service over the Contract Period.

Part 2 – RRC Services and Transport

1. RRC Operation and Management Service

- 1.1 LWL shall, through suitably trained personnel and appropriate plant and equipment and as set out in the RRC Site Data Sheets and Environmental Permits:
 - 1.1.1 manage the day to day operation of the Contract RRCs;
 - 1.1.2 open the Contract RRCs to Customers for the times set out in the RRC Site Data Sheets;
 - 1.1.3 provide information and assistance to Customers;
 - 1.1.4 keep the Contract RRCs and their environs clean;
 - 1.1.5 separate for re-use, recycling, composting and energy recovery as much of the deposited Contract Waste as possible;
 - 1.1.6 where reasonably requested by the Authority, both facilitate and assist in providing guided tours for educational organisations or other interested parties and assist in promoting the North London Joint Waste Strategy through the RRC Service, and arrangements for such tours will be made by the Authority;
 - 1.1.7 in the absence of other instructions from the Authority, make all arrangements for the receipt of Recyclables from Customers, their safe storage, their economic transfer and sale (or disposal charge) to a Waste Recycling Location and their proper treatment at such Waste Recycling Location, including all associated regulatory, insurance and similar requirements;
 - 1.1.8 perform the transport and collection service in accordance with this Part 2; and
 - 1.1.9 on or before the Commencement Date, prepare, publish, implement and enforce policies and procedures governing the actions of all persons delivering Contract Waste to Contract RRCs in order to ensure a safe working environment for all persons present at the Contract RRCs and to assist LWL to fulfil its obligations under this Contract.
- 1.2 If LWL proposes to make any substantial changes in the then current method of operating the RRC Service at the Contract RRCs or the nature of any of the plant, labour and equipment, LWL shall notify the Authority's Representative of such changes before they are implemented.
- 1.3 The Authority may, in its absolute discretion, specify that a particular Waste Recycling Location shall be used for particular Recyclables from particular RRC Sites and may also specify that this Waste Recycling Location may make

its own arrangements to collect the particular Recyclables from the particular RRC Site and may (or may not) provide Authority Receptacles for this purpose. LWL shall make arrangements for all associated regulatory, insurance and similar requirements applicable to it as the transferee of the Recyclables, and LWL shall maximise the use by Customers of the RRC Service.

2. **Waste Acceptance at RRCs**

2.1 LWL shall:

- 2.1.1 ensure that there is no interference by third parties with the effective and efficient receipt of Contract Waste from Customers and shall provide suitable numbers of suitably trained personnel who shall proactively assist and direct Customers with courtesy at all times in accordance with the Authority's and LWL's policies and instructions;
- 2.1.2 only accept Contract Waste at all Contract RRCs from the types of vehicle listed in the relevant RRC Site Data Sheet;
- 2.1.3 inspect each load of waste delivered and refuse to accept commercial and/or industrial waste ("**C&I Waste**") at any Contract RRC unless by prior agreement with the Authority;
- 2.1.4 with the support of the Authority implement measures at Contract RRCs to prevent the unauthorised deposit of C&I waste;
- 2.1.5 implement at each of the Contract RRCs a booking system (as set out in the relevant RRC Site Data Sheet) for Customers who wish to deposit waste from trailers or vans (including crew cabs). LWL shall ensure that such Customers shall each be limited to five visits per annum unless specifically agreed by the Authority's Representative;
- 2.1.6 implement at each of the Contract RRCs the Waste Acceptance Criteria for waste and recycling streams as set out by the Authority;
- 2.1.7 have equipment and/or personnel available at each of the Contract RRCs to assist with the receipt of heavy or bulky waste items, and make special effort to offer assistance to those Customers who are less able bodied, those who appear to be having difficulties and those who request assistance to unload their vehicle and deposit their waste;
- 2.1.8 encourage Customers to separate their waste in accordance with the Waste Hierarchy into the separate components which can be re-used, recycled, composted or recovered and that which cannot and which is to be disposed as Contract Residual Waste;
- 2.1.9 provide personnel who:

- (a) give information to Customers on which Repository to use for particular materials, on the re-use, recycling, composting and recovery of those materials and the reasons why certain materials may not be collected for re-use, recycling, composting and recovery; and
 - (b) give suitable explanations to Customers whenever appropriate;
- 2.1.10 maximise the quantities of Contract Waste separated for re-use, then for recycling and composting, then for energy recovery, and arrange for the re-use, recycling and composting of such material unless otherwise directed by the Authority's Representative;
- 2.1.11 prohibit persons depositing any materials not included in the RRC Site Data Sheets that are prohibited from the Contract RRCs by either the conditions of the Environmental Permit or Authority policy;
- 2.1.12 take all reasonable steps to inspect the waste received to ensure materials prohibited from the Contract RRCs by either the Environmental Permit or Authority policy have not been mixed with or concealed amongst waste. Any materials prohibited from the Contract RRCs by either the Environmental Permit or Authority policy that is discovered amongst Contract Waste which has been accepted must be isolated safely and specialist disposal arrangements, specific to the isolated prohibited material made;
- 2.1.13 other than as set out in paragraph 2.1.12, accept separated items of household Hazardous Waste, as identified in the relevant RRC Site Data Sheet from Customers and deal with them accordingly;
- 2.1.14 prohibit Customers from depositing any form of asbestos waste at Contract RRCs that cannot accept it and instruct such Customers to contact the designated Contract RRCs listed in Schedule 3, Part 1 (which may change from time to time) where asbestos from household sources can be accepted, whilst ensuring the Contract RRC where asbestos from household sources is received does so in accordance with the method statement and risk assessments in place to ensure the safe handling, control and disposal of asbestos;
- 2.1.15 ensure that vehicle batteries delivered by Customers are loaded carefully into the storage RRC Repositories provided for collection by the specialist contractor to avoid acid spillage and keep a record of the number of batteries collected by the specialist contractor;
- 2.1.16 store all waste mineral oil delivered to the Contract RRCs in the oil storage tank provided by the Authority, maintain this tank in good order, keep it closed when not in use to avoid the ingress of water

and keep a record of the quantity of oil in litres collected from each Contract RRC;

- 2.1.17 ensure sufficient equipment and materials are located on each of the Contract RRCs to deal with any spillages from whatever source which may arise, and that personnel are suitably trained in their use;
- 2.1.18 not park LWL's vehicles in Customer parking areas, waste reception areas or operational areas needed for the emptying or removal of RRC Repositories;
- 2.1.19 ensure appropriate, clearly visible, clean signage is displayed on Contract RRCs to direct Customers to the required material disposal location;
- 2.1.20 accept all types of WEEE and ensure that Customers deposit WEEE into the correct RRC Repository; and
- 2.1.21 liaise with the Authority's nominated WEEE contractor on a regular basis, and inform the Authority of any circumstance that may cause LWL to be in breach of its obligation in 2.1.20.

3. **RRC Sites Operation**

3.1 LWL shall:

- 3.1.1 be responsible for the control of all Contract Waste from the time of its delivery at the Contract RRCs and the time of its collection by LWL from the Non-Contract RRCs;
- 3.1.2 not store materials or equipment at the Contract RRCs which have not been provided for the performance of the RRC Service unless approved by the Authority's Representative;
- 3.1.3 acknowledge that the Environmental Permit is reviewed from time to time by the EA and abide by any reviewed terms and immediately inform the Authority and co-operate with the EA in the implementation of any terms;
- 3.1.4 update the RRC Site Working Plans as required and in accordance with the Environmental Permit, and upon approval of such changes by the EA submit the revised Working Plan to the Authority's Representative within five (5) Business Days;
- 3.1.5 avoid damage to and (save for fair wear and tear) deterioration of any plant or Equipment provided by the Authority or other contractor;
- 3.1.6 not affix, exhibit or paint or permit or suffer to be affixed, exhibited or painted any advertisement on any fascia signpost or placard at

the Contract RRCs or on the exterior of the plant or equipment or fence except by or with the prior written approval of the Authority's Representative;

- 3.1.7 do nothing on the Contract RRCs or Non-Contract RRCs which may be or become a public or private nuisance;
- 3.1.8 using best endeavours, keep the Contract RRCs free from trespass by unauthorised persons;
- 3.1.9 report to the Authority's Representative any trespass, the unauthorised use of any Contract RRCs or the illegal dumping of waste at all Contract RRCs and freely offer such assistance as the Authority and/or EA may require in the prosecution of such offenders;
- 3.1.10 keep the Contract RRCs clean and tidy at all times;
- 3.1.11 inspect all Contract RRC Sites' Defined Areas twice daily, collect any litter and illegally dumped waste or other waste deposited and dispose of that collected material within the Contract RRCs; illegally dumped waste and litter must be cleared no later than half an hour after opening time, and within one (1) hour if deposited during Normal Hours;
- 3.1.12 not trade nor sell any items of Contract Waste delivered to the RRC Sites except with the express permission of the Authority's Representative;
- 3.1.13 provide sufficient security at each of the Contract RRCs to prevent damage to that Contract RRC and not allow the sorting through or removal of any waste whatsoever by any unauthorised persons;
- 3.1.14 not light fires on the RRC Sites;
- 3.1.15 immediately report all fires to the Authority's Representative;
- 3.1.16 immediately report to the Authority's Representative any damage or vandalism to the Sites or Equipment;
- 3.1.17 assist the Authority with any re-use or recycling schemes it may operate from the Contract RRCs provided that any new or materially amended scheme shall be subject to the variation procedure in Clause 9;
- 3.1.18 not carry out any work of repair or maintenance in the public areas of the RRC Sites or to any vehicles unless necessitated by a puncture or mechanical breakdown arising at any of the RRC Sites;
- 3.1.19 take delivery of, display on Contract RRCs and promote the sale of bags of compost at a price to be agreed by the Authority, keep

available sufficient stocks to ensure a consistent supply to Customers, and compile and maintain records of all sales and issue a receipt for each Customer transaction, with a copy retained by LWL;

- 3.1.20 make all necessary arrangements for pest control at each of the Contract RRCs;
- 3.1.21 make all necessary arrangements for obtaining salt for gritting at each of the Contract RRCs and for carrying out the gritting as required at each of the Contract RRCs for the provision of the RRC Service during all Normal Hours and shall ensure, where Contract RRCs have them, that all steps are maintained free of debris, ice and snow and are at all times safe for both personnel and Customers' access to Repositories; and
- 3.1.22 enforce all:
 - (a) height restrictions that are in force at the Contract RRCs as at the Commencement Date; and
 - (b) height restrictions at the Contract RRCs imposed by the Authority after the Commencement Date.

4. **Personnel**

4.1 LWL shall:

- 4.1.1 provide all Contract RRC personnel with a uniform, high visibility clothing and other personal protective equipment (deemed adequate as per Good Industry Practice for all tasks and operations required to be carried out by the Authority and LWL under the Contract) and a badge giving the individual member of personnel's name, all in a style approved by the Authority's Representative as a means of identifying themselves to Customers at all times they are at any Contract RRC. LWL shall ensure that uniforms and high visibility clothing are changed and cleaned regularly so that Contract RRC personnel present a tidy and professional appearance to Customers and in representing LWL;
- 4.1.2 ensure that all Contract RRC personnel when at a Contract RRC wear the uniform, means of identification, high visibility clothing and personal protective equipment set out in paragraph 4.1.1 to enable their easy identification as Contract RRC personnel by Customers and from whom Customers can receive advice and assistance;
- 4.1.3 ensure that personnel, while at a Contract RRC, conduct themselves in a proper manner without exhibiting aggression, surliness or any other negative behaviour to other personnel or Customers. All personnel must be of a helpful disposition, must communicate clearly with other personnel and Customers to encourage re-use and

recycling behaviour, and must not use abusive, offensive or otherwise negative language and must not smoke anywhere on a Contract RRC and ensure that its staff adhere to LWL's smoking policy from time to time. LWL shall give all personnel a full induction into the requirements of the RRC Service and LWL's and any other contractors' working methods and must be suitably trained for the tasks they perform; and

4.1.4 provide sufficient numbers of personnel to maximise the performance of the Contract RRCs, and ensure the Contract RRCs are operated in a safe manner.

5. Unacceptable Working Practices

5.1 Neither LWL nor its employees shall solicit or accept money or any other incentive as payment, other than as authorised by the Contract, for the carrying out of the RRC Service.

5.2 LWL shall remove from the RRC Service any employee or employees either found or suspected of being involved in such activity.

5.3 LWL shall do nothing in the performance of the RRC Service to impair safe working practices or to give rise to nuisance or damage to property or inconvenience to any person.

5.4 LWL shall at its own expense and at the direction of the Authority's Representative investigate all complaints and unacceptable methods of working reported to the Authority's Representative.

5.5 LWL shall report its findings to the Authority's Representative, together with details of the action, if any, it proposes to take as a result thereof.

6. Sites Servicing (Transfer and Treatment of Waste)

6.1 LWL will make provision at all Contract RRCs where possible to store items identified as suitable for re-use and arrange for the transfer of any such items to the RRC Sites where storage has been agreed by the Authority's Representative and where such items will be serviced by the Authority's nominated charities, community groups and other organisations or, subject to agreement by the Authority's Representative in his/her absolute discretion, any charities, community groups or other organisations nominated by LWL.

6.2 LWL will engage with and support the activities of charitable and community organisations to promote waste minimisation, re-use, recycling and composting, developing partnership initiatives where these are deemed appropriate by the Authority's Representative in his/her absolute discretion and consistent with the requirements of this Specification.

6.3 LWL shall minimise all net costs of providing the RRC Service whether directly incurred or through sub-contractors or other suppliers at the Sites

and will do so on the basis of Open Book Accounting so that the Authority's Representative and his/her appointees may see all costs and income.

- 6.4 LWL shall ensure that each of the RRC Sites has the numbers and types of RRC Repositories detailed in the RRC Site Data Sheets and shall plan its operation accordingly. Full RRC Repositories shall be emptied or replaced by empty RRC Repositories to provide sufficient RRC Repository capacity at all RRC Sites during their Normal Hours. LWL shall remove all full RRC Repositories from RRC Sites within two (2) Business Days unless there are other RRC Repositories designated for the same waste type as any full RRC Repository and with sufficient space so Customers can continue depositing their relevant types of waste.
- 6.5 LWL shall ensure that:
 - 6.5.1 Customers have priority over all servicing operations, unless there is no capacity to receive Contract Waste at a particular RRC; and
 - 6.5.2 Contract RRCs continue to accept Contract Waste during servicing operations unless it is unsafe to do so.
- 6.6 Subject to paragraph 6.5, LWL must make arrangements to admit vehicles to RRC Sites for servicing operations as soon as it is able and LWL must ensure that there is no unnecessary delay in emptying or replacing full RRC Repositories by directing traffic within the RRC Sites (in accordance with each RRC Site's Working Plan), assisting Customers unloading their vehicles, assisting those vehicles carrying out their obligations on RRC Sites with the minimum delay, and informing queuing Customers of any delay due to servicing and adhering to the RRC Site Data Sheet for the relevant RRC Site.
- 6.7 LWL shall ensure that:
 - 6.7.1 full RRC Repositories; and
 - 6.7.2 the contents of RRC Repositories that are emptied at the RRC Sites, are transported to the Facility or Waste Recycling Locations having particular regard to the opening hours of the RRC Sites, the Facility or Waste Recycling Location.
- 6.8 All Contract Waste and RRC Repositories removed from the RRC Sites must be accompanied by the required legislative paperwork. LWL shall provide copies of such paperwork to the Authority's Representative on a weekly basis or as requested.
- 6.9 LWL shall ensure that all open-topped RRC Repositories are not removed from the RRC Sites unless suitable sheeting, netting or other protective measure is in place to avoid the escape of waste whilst in transit.
- 6.10 LWL shall allow access to the Contract RRCs by vehicles for removing RRC Repositories during the Normal Hours and the licensed operating hours of the

Contract RRCs as detailed in Schedule 3, Part 1 and Environmental Permit. If any servicing takes place outside of the Normal Hours LWL or its third party contractor must keep the RRC Sites gates closed at all times except when the vehicles are entering or leaving the RRC Sites. LWL must report any failure against this requirement to the Authority's Representative.

- 6.11 LWL shall organise the removal of non-recyclable Contract Waste, recyclable and compostable material from the RRC Sites and co-operate with any other contractors employed or nominated by the Authority for the removal of such materials.
- 6.12 LWL shall monitor its own performance and that of any other contractor or sub-contractor involved with the provision of RRC Repositories or the RRC Service and report any shortfall or likelihood of a shortfall in RRC Repository capacity to the Authority's Representative immediately after becoming aware of such a situation.
- 6.13 If any Contract RRC should be forced to close for any reason and at any time within the Normal Hours of the Contract RRC, LWL must arrange for a member of personnel to remain by the entrance gate to explain the reasons for the closure to Customers who wish to use the closed Contract RRC. A member of personnel must remain in that position until the end of that day's Normal Hours (and throughout the Normal Hours of any longer closure) and direct people to the nearest alternative RRC Sites by giving out a notice showing those RRC Sites' locations.
- 6.14 In the event of any Contract RRCs' closure within the Normal Hours of that Contract RRC, LWL must notify the Authority's Representative as soon as practicable.

7. **Transport Service**

- 7.1 From time to time, the Authority's Representative may instruct LWL to supply more RRC Repositories than an RRC Site normally accommodates. LWL shall store the additional RRC Repositories as instructed by the Authority's Representative in an orderly and safe manner such that traffic flow and RRC Site operations are not disrupted.
- 7.2 LWL shall offer Repositories for the transportation of separated Contract Waste to Waste Recycling Locations as requested by the Authority and shall transport all such Repositories that are compatible with the vehicles to agreed Waste Recycling Locations after first depositing an empty Repository in position at the RRC Site as directed by the Authority.

8. **Recyclable Materials**

- 8.1 LWL must arrange for the provision of Repositories for the collection of scrap metals, salvage or re-usable, recyclable and compostable material for recycling. Those Repositories must be free of structural defects and with paintwork maintained in good condition and be of an appearance and structure approved by the Authority's Representative.

- 8.2 LWL shall ensure that all scrap metals, salvage and re-usable, recyclable and compostable materials are loaded into the Repositories provided immediately upon receipt, and Repositories emptied or exchanged regularly to avoid an excessive accumulation of waste. LWL shall ensure that no scrap metals, salvage or re-usable, recyclable and compostable material are placed on the Contract RRCs surface except when deposited by Customers prior to its being placed in a Repository. The Authority shall be entitled to remove all material not placed in Repositories provided and obtain reimbursement of the cost of doing so from LWL.
- 8.3 LWL shall keep a record of the quantities and final destination of all material collected and removed from the Contract RRCs on a site-by-site basis. LWL shall provide copies of such records to the Authority's Representative on a weekly basis or as requested.
- 8.4 LWL shall control operationally all Repository movements within and from the Contract RRC Sites, and all movements of waste within and from the Contract RRC Sites, including scrap metals, salvage re-usable, recyclable and compostable material.

9. **Recycling Targets**

- 9.1 LWL shall achieve on average at least a sixty-eight per cent (68%) re-use, recycling and composting rate of the total tonnage for all Contract RRCs in November 2015 and shall improve upon this throughout the period of this Contract, unless under the direction of the Authority changes or restrictions to the Contract RRCs' operation has a direct impact on LWL's ability to achieve this percentage.
- 9.2 Within twenty-four (24) Months of the Commencement Date LWL shall achieve a monthly average of seventy per cent (70%) re-use, recycling and composting rate at each individual Contract RRC, and shall continue to achieve that monthly average for the remainder of the Contract Period.
- 9.3 Within sixty (60) Months of the Commencement Date LWL shall achieve a monthly average of seventy-three per cent (73%) re-use, recycling and composting rate at each individual Contract RRC, and shall continue to achieve that monthly average for the remainder of the Contract Period.
- 9.4 Within ninety-six (96) Months of the Commencement Date LWL shall achieve a monthly average of seventy-five per cent (75%) re-use, recycling and composting rate at each individual Contract RRC, and shall continue to achieve that monthly average for the remainder of the Contract Period.
- 9.5 LWL shall direct as much Contract Residual Waste that arises from RRCs as possible from landfill, and shall use reasonable endeavours to achieve such diversion targets as may be set by the Authority from time to time.
- 9.6 Post-November 2022, in partnership with the Authority, LWL shall seek further year on year improvement for re-use, recycling and composting performance and landfill diversion performance throughout this Contract.

9.7 LWL will make reasonable endeavours to modify the RRC Service provided during the Contract Period to accommodate any possible changes in waste quality and composition and continue to meet the agreed re-use, recycling, composting and landfill diversion targets and inform the Authority's Representative of any modification to the RRC Service accordingly.

9.8 LWL will display at each Contract RRC the re-use, recycling and composting rate for the previous Accounting Period in a prominent location visible to Customers.

10. **Administrative Information**

10.1 All loads removed from RRC Sites (except those being transported to a Waste Recycling Location) will be weighed and recorded by LWL at:

10.1.1 the RRC Site's weighbridge or dynamic axle weigher (where available); and

10.1.2 the Facility or the Waste Recycling Location (as appropriate),

and in accordance with Part 1, paragraph 4 of this Specification.

10.2 LWL shall provide on a weekly and monthly spreadsheet showing details of all loads removed from the RRC Sites in a format notified to LWL by the Authority's Representative.

10.3 As a minimum the information provided by LWL pursuant to paragraph 10.2 shall show site, vehicle registration number, date, time, waste type transported, tare and net weights and the end destination Facility.

10.4 LWL shall have arrangements to provide to the Authority's Representative copies of weighbridge tickets from the RRC Sites, the Facility and the Waste Recycling Location as required and LWL shall supply such weighbridge records to the Authority's Representative on request.

11. **Site Management and Maintenance**

11.1 LWL shall:

11.1.1 use the accommodation at the Contract RRCs provided by the Authority only for welfare facilities and office purposes and shall:

(a) keep such accommodation clean and tidy;

(b) pay for electricity and all other services consumed in connection with the RRC Service where required by the relevant lease;

(c) where relevant transfer into LWL's name the existing telephone installation and pay for all call charges and line rental;

- (d) prohibit the use or playing of televisions, monitors (except for Authority equipment where closed circuit television (CCTV) is installed at the Contract RRCs) radios, video equipment etc. within the office or anywhere else on the Contract RRCs;
- (e) provide and maintain other amenities as required by statute for all personnel and the amenities to be provided shall be appropriate for the individual Contract RRC and shall be of an appearance and in a location to be agreed by LWL and the Authority's Representative;
- (f) operate in an efficient, professional and effective manner any plant or equipment used;
- (g) ensure that all Contract RRCs are sufficiently illuminated at all times and in all areas to facilitate the acceptance of waste and movement of Repositories;
- (h) secure any breaches to Contract RRC boundary fencing as soon as reasonably practicable after discovery and repair or replace boundary fencing within ten (10) Business Days;
- (i) inspect, clear and maintain drains, gullies, interceptors (where applicable) regularly to prevent a build up of debris and to ensure compliance with the discharge consents;
- (j) undertake grounds maintenance at the Contract RRCs covering grass, trees, hedges, shrubs and other vegetation where applicable;
- (k) maintain height barriers at the Contract RRCs at a height specified by the Authority's Representative;
- (l) in the event of any damage to or loss of the Authority's, the Boroughs', LWL's or third party contractors' operational equipment including RRC Repositories, fixings (signs, post etc), roads, walls caused by whatever means, shall record and agree with the party suffering the damage or loss as soon after the occurrence as may be practicable;
- (m) reimburse to the other party concerned directly in relation to remedial works to or replacement of operational equipment, if caused by LWL or any of its personnel; and
- (n) as soon as reasonably practicable, and in any event before the end of that day's Normal Hours, effect any remedial works or replacement of operational equipment required so as not to adversely affect the provision of the RRC Service, with substitute equipment brought into use meanwhile for

any items essential for the full provision of the RRC Service.

12. Health and Safety

12.1 LWL shall:

12.1.1 provide and erect, fix or display suitable numbers of hazard warning notices, signs, cones, barriers and footways as necessary for the proper protection of its personnel, the Authority's employees, agents or guests, Customers and any authorised persons during the performance of the RRC Service; and

12.1.2 keep, and (where permitted by DPA) make available to the Authority's Representative, relevant health and safety documents which must include as a minimum its:

- (a) health and safety policy;
- (b) up-to-date risk assessments of all activities;
- (c) safe working practises and emergency procedures;
- (d) personnel induction records;
- (e) records of tool box talks;
- (f) personal protective equipment issue sheet;
- (g) health and safety inspections;
- (h) copies of public and employer's liability insurance certificates;
- (i) personnel emergency contact information;
- (j) personnel training matrix;
- (k) relevant Control of Substances Hazardous to Health (COSHH) data sheets;
- (l) copy of employee health and safety handbook;
- (m) statutory inspection records;
- (n) mobile plant maintenance and inspection records; and
- (o) copies of accident report forms.

13. **Emergencies and Server Weather**

LWL shall have adverse weather contingency plans and shall implement these as necessary to ensure that RRCs are fully functional for all Customers throughout Normal Hours.

14. **Service Communications**

14.1 LWL shall devise and implement systems and procedures, to be approved by the Authority's Representative for daily liaison with the Non-Contract RRCs to ensure the proper provision of the RRC Service. However, in the event that such systems and procedures prove inadequate for the reliable provision of the RRC Service at all Non-Contract RRCs, the Authority's Representative may require that:

14.1.1 at or before 9.00 am on each day LWL shall contact all Non-Contract RRCs that are normally open on that day to establish the numbers of full, partially full and empty Open Containers and RRC Compactor Containers at each Non-Contract RRC and to request from Non-Contract RRC personnel their precise servicing requirements for that day (the names or position of the nominated Non-Contract RRC personnel shall be communicated in writing by the Authority's Representative to LWL's Representative seven (7) days prior to the commencement of RRC Services), i.e. the number of Open Containers and RRC Compactor Containers that will need emptying and the times at which they will need emptying in order to comply with the relevant requirement for empty Open Containers and RRC Compactor Containers at each Non-Contract RRC, as indicated in the RRC Site Data Sheets. LWL shall seek to ensure that its empty Open Containers and RRC Compactor Containers arrive at the Non-Contract RRC and are exchanged for full Open Containers and RRC Compactor Containers within one (1) hour (before and after) of the required time notified to it under this paragraph 14.1.1. LWL shall not service the Open Container and RRC Compactor Container prior to one (1) hour before or later than one (1) hour after the time notified under this paragraph 14.1.1 without the prior consent of the Authority's Representative; and

14.1.2 at or before 12.00 pm (noon) LWL shall contact all Non-Contract RRCs again to establish the numbers of full, partially full and empty Open Containers and RRC Compactor Containers at each Non-Contract RRC, and thereby deduce the level of each Non-Contract RRC Site's requirements for that afternoon's service, i.e. the number of Open Containers and RRC Compactor Containers that will need emptying and the times at which they will need emptying in order to comply with the relevant requirement for empty Open Containers and RRC Compactor Containers at each Non-Contract RRC, as indicated in the RRC Site Data Sheets and shall exchange such Open Containers and RRC Compactor Containers on time as at paragraph 14.1.1 or as notified by the Non-Contract RRC; and

- 14.1.3 at or before 3.00 pm LWL shall contact all Non-Contract RRCs to establish the numbers of full, partially full and empty Open Containers and RRC Compactor Containers at the Non-Contract RRC, and thereby deduce the level of each Non-Contract RRCs' requirements for the remainder of the day's and the following morning's (or the next day the Non-Contract RRCs shall be open) Service, i.e. the number of Open Containers and RRC Compactor Containers that will need emptying and the times at which they will need emptying in order to comply with the relevant requirement for empty Open Containers and RRC Compactor Containers at each Non-Contract RRC, as indicated in the Site Data Sheets and shall exchange such Open Containers and RRC Compactor Containers on time as at paragraph 14.1.1.
- 14.2 Details of all communications with the Non-Contract RRCs shall be recorded by LWL on a daily basis, such records to be available to the Authority's Representative for inspection and copying at any reasonable time.
15. **Provision of Open Containers and other Repositories**
- 15.1 The Open Containers are to be provided by LWL to relevant CHEM standards, as supplemented below, be uniform in colour and always to a standard acceptable to the Authority's Representative.
- 15.2 LWL shall provide the Open Containers as detailed in the RRC Site Data Sheets for the exclusive use of the Contract, and to have available sufficient spare Open Containers of the same specification in order to ensure the complete provision of the RRC Service at all times and under all circumstances, save any specific exclusions stated in the Contract.
- 15.3 Each Open Container shall have a unique serial number issued according to a system agreed by the Authority's Representative. The serial number shall be clearly marked and maintained on two sides of each Open Container at a height and size to ensure it is clearly visible.
- 15.4 LWL shall ensure that all Open Containers shall have smooth external steel sides or a panel of at least 3m x 1.5m (landscape) on each side and smooth doors or a panel of 1.5m x 1.0m (portrait) at the rear painted to the same standards as the rest of the Open Container, and onto which various promotional messages as supplied and paid for by the Authority shall be affixed from time to time. LWL shall comply with any request or direction made in pursuance of this paragraph 15.4 within a reasonable period of time which in any event shall not exceed twenty (20) Business Days. Open Containers supplied for receiving and transporting recyclable waste shall provide for such messages in a manner as close as possible to that described above and in any case to a specification agreed by the Authority's Representative in advance of their being used at any RRC Site. LWL shall make the Open Containers available at reasonable times if it is not possible to affix the promotional messages onto the Open Containers at the RRC Sites.

- 15.5 The Open Containers provided by LWL remain at all times LWL's property.
- 15.6 LWL shall keep all Open Containers in a safe, clean, presentable and properly maintained condition to the satisfaction of the Authority's Representative.
- 15.7 LWL shall empty the RRC Compactor Containers at Gateway Road, Waltham Forest that are owned or leased by the London Borough of Waltham Forest or at any other RRC Site where RRC Compactor Containers may be used. To this end, LWL shall ensure that its vehicles are capable of so doing and shall indemnify the Authority in respect of all claims relating to damage or loss of these RRC Compactor Containers as a result of LWL's actions, omissions or neglect.
- 15.8 The following are deemed to be, without limitation, structural defects which may, at the Authority's Representative's discretion, render an Open Container unsuitable for use:
- 15.8.1 damage to the under-frame, "A" frame, doors, door closure, door hinges, door retainers, body frames and stiffening sections which result in any of these components being bent, broken, holed or inoperative in any way;
 - 15.8.2 broken welds;
 - 15.8.3 damage to door abutments and frames which results in that Open Container being out-of-true in any direction, particularly where this is likely to risk waste escaping from the Open Container whilst in transit;
 - 15.8.4 damaged or inoperative wheels;
 - 15.8.5 sharp or jagged edges;
 - 15.8.6 racist, sexist or otherwise offensive graffiti;
 - 15.8.7 any other damage of a similar nature; or
 - 15.8.8 non-conformance with paragraph 15.4.
- 15.9 The following are deemed to be, without limitation, body defects which may, at the Authority's Representative's discretion, render an Open Container unsuitable for use:
- 15.9.1 damage or defects to body or promotional message panels and structural members of the Open Containers which result in localised dents or bulges or any rust mark;
 - 15.9.2 holes, impact damage and/or loss of paint;
 - 15.9.3 fire damage;
 - 15.9.4 graffiti other than that in paragraph 15.8.6;

- 15.9.5 surface rusting;
- 15.9.6 no serial number or illegible serial number; or
- 15.9.7 any other damage of a similar nature.
- 15.10 In the event of any structural defects as outlined in paragraph 15.8 in any of the Open Containers at the RRC Sites, LWL shall at its own cost as soon as reasonably practicable upon receipt of a notice from the Authority's Representative take the damaged Open Container out of service and replace it as soon as reasonably practicable with an undamaged Open Container.
- 15.11 In the event of any body defects as outlined in paragraph 15.9, in any of the Open Containers at the RRC Sites, LWL shall at its own cost and within two (2) Business Days of receipt of a notice from the Authority's Representative make the necessary repairs to the Open Container. If there is a risk of waste escaping or waste is escaping as a result of any defect to an Open Container, LWL shall request the Authority's Representative's consent to minor repair work to be undertaken on the Open Container at the RRC Site. The Authority's Representative will only agree to such work if in his or her opinion this can be completed in less than half a day and without causing disturbance to the RRC Site or hazard to any person at the RRC Site and subject to any further conditions the Authority's Representative imposes on LWL after consultation with the RRC Site. Any repair work not suitable for remedy at the RRC Site in the opinion of the Authority's Representative shall not be carried out on an RRC Site and such a defective Open Container shall be treated as having a structural defect and the provisions of paragraph 15.10 shall apply.
- 15.12 LWL shall ensure that all paintwork shall be maintained in good condition. Paintwork which, in the opinion of the Authority's Representative, is damaged or defaced must be repaired at LWL's cost as soon as reasonably practicable. Remedial painting to Open Containers will be carried out in accordance with BS EN ISO 12944.
- 15.13 Any Repository not complying with the provisions of this paragraph 15 shall at the instruction of the Authority's Representative be immediately removed from the RRC Site by LWL. LWL shall immediately supply a replacement Repository to the specified standard and the satisfaction of the Authority's Representative. LWL shall bear the full cost of complying with this paragraph 15.13.
- 15.14 LWL Receptacles are to be maintained by LWL in a similar manner to Open Containers, having due regard to the differences between LWL Receptacles and Open Containers.
16. **Filling of RRC Repositories**
- 16.1 The Authority's Representative shall have final decision as to whether a RRC Repository shall be removed from a Non-Contract RRC and once the Authority's Representative has decided a RRC Repository is to be removed

for delivery to a Waste Recycling Location it shall be deemed to be a full RRC Repository.

16.2 The Authority will use reasonable endeavours to achieve fully loaded RRC Repositories at Non-Contract RRCs but accepts no responsibility for semi-filled RRC Repositories and it does not guarantee to achieve any specific weight for such RRC Repositories.

16.3 No transfer of waste between RRC Repositories by LWL at Non-Contract RRCs will be permitted.

17. **Facilities**

LWL shall ensure that Contract Residual Waste arising at a RRC Site shall be taken to the Facility or as permitted in writing by the Authority's Representative or directed by the Authority's Representative.

18. **Waste Recycling Locations**

18.1 LWL shall ensure that Recyclables shall be taken to Waste Recycling Locations that are fully licensed or authorised, or properly registered as exempt from such, as agreed between LWL and the Authority's Representative.

18.2 LWL shall not alter or replace the Waste Recycling Locations without the prior written consent of the Authority.

18.3 LWL shall comply with the site regulations currently in force at each Waste Recycling Location which shall be obtained by LWL's Representative prior to the commencement of deliveries.

18.4 LWL shall provide the Authority with copies of each Waste Recycling Location's Waste Management Licence, Environmental Permit or registered exemption upon request.

Part 3 – Contract Organic Waste Service

1. The Contract Organic Waste Service

1.1 LWL will provide the following Service for Contract Organic Waste to the Authority:

1.1.1 the acceptance of Contract Organic Waste at all appropriate Delivery Points;

1.1.2 the weighing in of Contract Organic Waste in accordance with Part 1, paragraph 4 of this Specification;

1.1.3 the processing of Contract Organic Waste to produce Compost or Digestate; and

1.1.4 the sale or placement of all Compost and Digestate and the disposal of all other outputs.

2. Tonnes of Contract Organic Waste

2.1 The Authority shall deliver to LWL all Contract Organic Waste that it receives from the Boroughs.

2.2 LWL shall receive and treat all Contract Organic Waste delivered by the Authority and shall treat (either itself or by employing sub-contractors) all Contract Organic Waste that it receives at the Sites under this Contract.

3. Quality of Contract Organic Waste

3.1 The Authority shall use reasonable endeavours to ensure that the Contract Organic Waste delivered to the relevant Delivery Points by the Authority, a Borough or a customer of the Authority satisfies the relevant Waste Acceptance Criteria set out in Part 4, Appendix A of this Specification.

3.2 For the purposes of ascertaining whether the Contract Organic Waste satisfies the Waste Acceptance Criteria, the procedure set out in Part 4, Appendix B of this Specification shall be followed by LWL and any Contract Organic Waste which does not satisfy the Waste Acceptance Criteria shall be dealt with in accordance with the provisions of Appendix B.

4. Sales of Compost and Digestate

4.1 LWL and the Authority agree to work together in partnership to develop sustainable outlets for the Compost and Digestate where this is not the responsibility of LWL's sub-contractor. In the event that the Compost or Digestate (that is not the responsibility of LWL's sub-contractor) generates an income in excess of the haulage costs (as determined by the pricing schedule pertaining to Part 4 of this Specification) of transporting the Compost or Digestate (as applicable) to the purchaser's site, such income will be shared equally between LWL and the Authority.

4.2 LWL will deliver by appointment an approximately 40m³ load of Compost to any park, community composting site, allotment or similar location nominated by the Authority without charge to the Authority or the receiver of the Compost provided that:

4.2.1 the location nominated is within the Authority area and has suitable access;

4.2.2 the Compost will not be resold by the receiving party;

4.2.3 LWL has Compost physically available at the appropriate time; and

4.2.4 this obligation shall be limited to a maximum of five (5) such loads of Compost in total per week.

5. **Operation of the Service**

5.1 LWL shall:

5.1.1 receive all Contract Organic Waste at all appropriate Delivery Points during all Normal Hours as set out in the relevant Site Data Sheets;

5.1.2 be responsible for the control of all Contract Organic Waste from the time of its delivery to LWL;

5.1.3 at all times provide appropriate management, supervision, staffing and maintenance of the Composting Facility whether through its own employees or its contractors and shall ensure the same is provided at every Composting Alternative Facility and AD Facility;

5.1.4 provide to the Authority reports on the operation of the Contract Organic Waste Service on a monthly basis or such other frequency which may be agreed by the Parties in writing; and

5.1.5 provide to the Authority recycling performance data to a standard which is suitable for the Authority's reporting obligations on achievement of the Authority's targets for recycling, composting and landfill diversion.

5.2 If the Authority requires the Composting Facility to accept waste outside of the Normal Hours, the Authority shall endeavour to give LWL five (5) Business Days' notice of this requirement. The Authority and LWL shall agree and record any reasonable additional costs from opening outside of the Normal Hours in advance. LWL shall recover any such costs from the Authority, and such costs shall be recovered through the monthly invoices.

6. **Animal By-Product Regulations**

6.1 LWL will treat or ensure the treatment of all Contract Organic Waste in accordance with any conditions imposed on it or through relevant

authorisations from the Animal and Plant Health Agency, or any replacement or successor organisation.

7. **Residues**

7.1 LWL shall use its reasonable endeavours to minimise or ensure the minimisation of the production of residues and maximise or ensure the maximisation of the production of Compost or Digestate as applicable.

7.2 The cost of disposal of any residues which arise from the processing of Contract Organic Waste shall be borne by LWL, noting LWL must ensure that all such residues are treated by further biological treatment or used for energy recovery, and in no case may such residue be sent to a landfill site unless approved in writing by the Authority's Representative at the Authority's Representative's sole discretion.

Part 4 – Bulking and Transport

1. The Bulking and Transport Service

1.1 From the Commencement Date, LWL shall provide a bulking and transport service in respect of Recyclables and Contract Organic Waste, and in doing so:

1.1.1 accept the delivery by vehicles of Recyclables and Contract Organic Waste at the Bulking Facilities during Bulking Facilities Normal Hours;

1.1.2 load vehicles with Recyclables and Contract Organic Waste;

1.1.3 transport vehicles with Recyclables to Waste Recycling Locations suitable for the processing of the Recyclables and Contract Organic Waste;

1.1.4 manage the Bulking and Transport Service so that no contamination or contrary substance is added to the Recyclables and Contract Organic Waste; and

1.1.5 remove and dispose of all visible Non-Recyclables when receiving, storing and despatching Recyclables and supply a weekly log to the Authority of the vehicles delivering Recyclables containing such Non-Recyclables.

1.2 The Parties acknowledge that Schedule 6 currently sets out a pricing schedule for the Bulking and Transport Service in respect of Recyclables and Contract Organic Waste. Where a Bulking and Transport Service is required for additional types of Contract Waste, the Parties shall agree a variation to this Contract in accordance with Clause 9.

1.3 Recyclables and Contract Organic Waste may be accepted at the Bulking Facilities during an Emergency and stored in line with the limitations imposed by the Environmental Permit or until the Emergency has ceased, or whichever is earlier. In the event LWL is unable to accept Recyclables and/or Contract Organic Waste at the Bulking Facility during an Emergency, LWL shall inform the Authority as soon as reasonably practicable and, in any event, in writing the next day.

2. LWL's Obligations and Undertakings

2.1 LWL shall:

2.1.1 take reasonable steps to ensure that where reasonably practicable Non-Recyclables within the Recyclables delivered to Waste Recycling Locations are minimised and take reasonable steps to identify any Hazardous Waste and if reasonably practicable remove and dispose of any Non-Recyclables or Hazardous Waste in accordance with the Waste Inspection and Rejection Procedure set out in Part 4,

Appendix B of this Specification in order to minimise the costs that may be payable by the Authority to LWL under the Contract;

- 2.1.2 take reasonable steps to monitor and manage the quantities of waste held by LWL for delivery to the Waste Recycling Locations in order to minimise any additional payments that may become payable by the Authority under the Contract in relation to the minimum tonnage provisions as advised by the Authority's Representative;
- 2.1.3 provide all the necessary plant, equipment, materials and labour for the provision of the Bulking and Transport Service; and
- 2.1.4 receive the Recyclables and Contract Organic Waste during Bulking Facilities Normal Hours or such other hours as may be agreed in writing between the Authority and LWL, which may vary according to the conditions of the planning permission, Waste Management Licence, Environmental Permit and Working Plan applicable to the Bulking Facilities.

3. The Authority's Obligations and Undertakings

3.1 The Authority shall:

- 3.1.1 monitor with LWL the quality of Recyclables and Contract Organic Waste delivered to LWL to verify that the Recyclables and Contract Organic Waste meets the Waste Acceptance Criteria and if it does not meet the Waste Acceptance Criteria use reasonable endeavours to procure that the Recyclables and Contract Organic Waste delivered to the Bulking Facilities does conform to the Waste Acceptance Criteria as soon as possible; and
- 3.1.2 procure that Boroughs or customers of the Authority delivering Recyclables and Contract Organic Waste to the Bulking Facilities shall immediately on arrival report to the Bulking Facilities weighbridge office to deliver the relevant transfer note or ensure that a transfer note is properly completed and provide a copy of the Registration of Carriers Certificate and approved third parties operating on behalf of the Authority must (where appropriate) have a valid Waste Carriers Licence and provide annual/load Duty of Care waste transfer notes. In the event of the Authority, Boroughs or customers of the Authority failing to observe any part of this paragraph 3.1.2, LWL shall have the right to refuse to accept and/or reject any load (or part thereof) delivered to the Bulking Facilities.

4. Quality

- 4.1 All Recyclables and Contract Organic Waste delivered to the Bulking Facilities will be inspected by LWL in line with the Rejected Load Procedures as set out in Schedule 1 Part 4 Appendix A part (i), (ii) and (iii), and the Waste Inspection Procedure as set out in Schedule 1 Part 4 Appendix B and, subject

to consent by the Authority, LWL shall dispose of any Recyclables and Contract Organic Waste delivered to the Bulking Facilities which in its reasonable opinion does not meet the Waste Acceptance Criteria at the Contract Waste Residual Treatment Rate including Non-Recyclables and specifically Hazardous Waste.

- 4.2 LWL shall comply with the Waste Inspection and Rejection Procedure in Appendix B to this Part 4.
- 4.3 If LWL is required to remove a vehicle load of Recyclables or Contract Organic Waste for disposal from the Waste Recycling Location because the Recyclables or Contract Organic Waste delivered to that Waste Recycling Location is rejected by it under the provisions of the Processing Contract on the basis that it does not meet the Waste Acceptance Criteria, LWL shall, subject to agreement by the Authority, procure the immediate removal of such load for disposal from the Waste Recycling Location and the Authority shall pay to LWL fifty per cent (50%) of the Transport Costs in relation to such rejected vehicles of Recyclables or Contract Organic Waste (but such discount applying only to a maximum of three rejected vehicle loads per Week otherwise the Transport Costs are payable by the Authority) together with the Contract Waste Residual Treatment Rate.
- 4.4 LWL will if requested by the Authority produce photographic evidence retained in accordance with paragraph 4.2 and shall permit the Authority to show such photographic evidence to its own Boroughs, contractors, sub-contractors and customers.

5. **Weight Calculation**

- 5.1 LWL shall, in accordance with Part 1, paragraph 4 of this Specification:
 - 5.1.1 weigh each vehicle prior to and after each ejection of its load to determine the weight of each consignment of Recyclables or Contract Organic Waste delivered to the Bulking Facilities and assign and electronically record details of all such transactions and notify such information to the Authority weekly; and
 - 5.1.2 weigh each LWL vehicle prior to and after loading to determine the weight of each consignment of Recyclables or Contract Organic Waste delivered to the Waste Recycling Location and assign and electronically record details of all such transactions and notify such information to the Authority weekly.
- 5.2 If any vehicle cannot for any reason be weighed at the Bulking Facilities in accordance with paragraph 5.1 then in such case the net weight of the vehicle shall be the average weight of the previous five (5) deliveries of Recyclables or Contract Organic Waste delivered by that vehicle.

APPENDIX A

Waste Acceptance Criteria

(i) Recyclables

| Acceptable materials | Unacceptable materials |
|--|---|
| <p><u>Mixed paper</u> Newspapers/ Magazines Catalogues Telephone directories Yellow pages Envelopes (incl. window envelopes) Junk mail Office paper (incl. coloured paper) Computer paper/print outs Wrapping paper (sellotape removed if possible) Books (hard and paperback) Shredded paper</p> | <p>Soiled paper/tissue Wallpaper Waxed paper (e.g. backing paper from sticky labels)</p> |
| <p><u>Card</u> Greeting cards Cardboard boxes (flattened) Cereal boxes Corrugated card Egg boxes Sheets of card</p> | <p>Foil backed card Card with bubble pack attached Card with padding (jiffy bags)</p> |
| <p><u>Metal/packaging -</u> Steel drink and food cans Aluminium drinks cans Aerosol cans (fully discharged) Aluminium foil (clean and dry) Metal screw tops/beer bottle tops</p> | <p>Paint tins Machine or engine parts Utensils or tools Wire or cable Any other metal that isn't a can.</p> |
| <p><u>Plastic bottles and low grade mixed plastics -</u> HDPE Natural and Jazz- Coloured and clear detergent, fabric conditioners, bleach and household cleaning fluids, hair care, bath and shower bottles PET natural and Jazz- Coloured and clear fizzy drinks, clear and blue tinted mineral water bottles, cordial and cooking oil bottles.</p> | <p>Video/tape cassettes or cases. Garden pots Christmas lights Plastic toys Plastic trim, frames, mouldings. Plastic films (shrink or bubble wrap fruit wrappings or bread bags). Polystyrene packing or beads. CD's DVD's and cases Cables/ties Toner cartridges Tupperware containers, Bread crates, storage boxes.</p> |

| | |
|--|---|
| <p><u>Other packaging</u> - Wax-lined, poly-lined and foil-lined cartons (e.g. milk cartons, Tetra Pak) Plastic bags PVC – Coloured and clear food trays, shampoo bottles. PP – Yoghurt containers, straws and bottle caps Plastic containers of any size or colour, yoghurt pots, ice cream tub, margarine containers Paper cups Magazine wrapping</p> | <p>Textiles, clothing or shoes Nappies Sweet wrappers and crisp packets Cushions & mattresses Ropes, belts Carpets Black refuse sacks Kitchen or food waste Green/garden waste Wood & MDF Ceramics & crockery Soil & rubble Dead animals Hazardous & clinical waste Electrical items Batteries Bio-degradable bags All liquids</p> |
| <p><u>Glass</u> Drink Bottles and Food Jars all colours</p> | <p>Pane or toughened glass Window glass Mirrors/broken glass Light bulbs/fluorescent tubes Corks Ornaments Car windows</p> |

(ii) Mixed Contract Food and Green Waste

Input materials are required to be biodegradable materials that have been separately collected from non-biodegradable materials and that have not been mixed, combined or contaminated with other potentially polluting waste, products or materials including invasive species. This requirement applies to each of the waste types listed below.

Biodegradable polymers, bags and packaging shall be permitted only if they conform to all relevant parts of the quality standard BS EN 13432. Wood and wood-derived waste that are impregnated with preservatives, painted, or with any non-biodegradable layer shall not be permitted. Soils, stones and other inert materials must not comprise more than one per cent (1%) by weight of any load delivered. Wire strapping, metal, textiles or other materials that may damage or block processing machinery must not comprise more than one per cent (1%) by weight in any load delivered. Logs should not exceed 300mm in diameter or 2000mm in length. Packaging waste, paper, cardboard, pet litter and animal bedding are not permitted.

Permitted waste types collected by the Authority, a Borough or a customer of the Authority and delivered for subsequent biological treatment as Mixed Contract Food and Green Waste by either aerobic or anaerobic techniques are as follows

| Waste Type | European Waste Code |
|---|----------------------------|
| Biodegradable kitchen and canteen waste | 20 01 08 |
| <i>Kitchen waste from canteens, restaurants, catering waste, either "meat included" or "meat excluded".</i> | |
| Biodegradable waste | 20 02 01 |
| <i>Allowed only if plant material. Garden waste, green waste, horticultural waste, plant tissue, parks and garden waste, hedge and tree trimmings, grass cuttings and leafy materials. Allowed only if no chemical agents added and no toxin residues.</i> | |
| Waste from markets | 20 03 02 |
| <i>Allowed only if source segregated biodegradable fractions. Examples are plant Material; fruit and vegetable; former foodstuffs (Category 3 animal by-products); and packaging waste from a market source only if independently certified as compliant to BS EN 13432 "Packaging requirements for packaging recoverable through composting and biodegradation".</i> | |

(iii) Contract Green Waste

Input materials are required to be biodegradable materials that have been separately collected from non-biodegradables and that have not been mixed, combined or contaminated with other potentially polluting waste, products or materials including invasive species. This requirement applies to each of the waste types listed below.

Biodegradable polymers, bags and packaging shall be permitted only if they conform to all relevant parts of the quality standard BS EN 13432. Wood and wood-derived waste that are impregnated with preservatives, painted, or with any non-biodegradable layer shall not be permitted. Soils, stones and other inert materials must not comprise more than one per cent (1%) by weight of any load delivered. Wire strapping, metal, textiles or other materials that may damage or block processing machinery must not comprise more than one per cent (1%) by weight in any load delivered. Logs should not exceed 300mm in diameter or 2000mm in length. Packaging waste, paper, cardboard, pet litter and animal bedding are not permitted.

Permitted waste types collected by Authority, a Borough or a customer of the Authority and delivered for subsequent biological treatment as Contract Green Waste by either aerobic or anaerobic techniques are as follows

| Waste Type | European Waste Code |
|---------------------|----------------------------|
| Biodegradable waste | 20 02 01 |

Allowed only if plant material. Garden waste, green waste, horticultural waste plant tissue, parks and garden waste, hedge and tree trimmings, grass cuttings and leafy materials. Allowed only if no chemical agents added and no toxin residues.

(iv) Contract Food Waste

Input materials are required to be biodegradable materials that have been separately collected from non-biodegradables and that have not been mixed, combined or contaminated with other potentially polluting waste, products or materials including invasive species. This requirement applies to each of the waste types listed below.

Biodegradable polymers, bags and packaging shall be permitted only if they conform to all relevant parts of the quality standard BS EN 13432.

Permitted waste types collected by Authority, a Borough or a customer of the Authority and delivered for subsequent biological treatment as Contract Food Waste by either aerobic or anaerobic techniques are as follows:

| Waste Type | European Waste Code |
|---|----------------------------|
| Biodegradable kitchen and canteen waste | 20 01 08 |

Kitchen waste from canteens, restaurants, catering waste, either "meat included" or "meat excluded".

APPENDIX B

| | | |
|--------------------|----------|--|
| Procedure | : | Waste Inspection and Rejection |
| Waste Type | : | Recyclables and Contract Organic Waste |
| Purpose | : | Quality Assurance of waste composition |
| Location(s) | : | EcoPark BWRF, Hornsey Street Bulking Facility |

1. Recyclables and Contract Organic Waste are delivered by the Authority, a Borough or a customer of the Authority.
2. The Recyclables and the Contract Organic Waste are tipped into dedicated bays at the Bulking Facilities.
3. The contents of the load are to be visually inspected and compared to the agreed Waste Acceptance Criteria (Part 4, Appendix A). In the course of such visual inspection, if no more than ten (10) black bags are visible in any particular load, the driver of that load shall be given the option to remove those black bags before the load will be compared to the agreed Waste Acceptance Criteria.
4. Loads that are identified in paragraph 8, shall at the request of the Authority, and where it is reasonably practicable and safe to do so, have contaminants removed from the delivered Contract Waste by LWL personnel at the rate as agreed in Schedule 6, Part 2.
5. Where a load is contaminated, whether in whole or in part, so as to prevent the waste from meeting the Waste Acceptance Criteria, the load will be isolated for inspection by the Authority who will be notified by LWL.
6. The Authority will arrive on site within two (2) hours (or sooner if possible) of receiving a contamination notice (verbal by telephone) and agree with LWL as to what the next steps with the contaminated waste should be.
7. All contaminants removed from the waste stream will be removed to the Bulking Facilities or to the Facility for transfer or disposal. The contaminants will be weighed and charged under this Contract, and will be credited against the Authority's payment obligations.
8. Where a load is contaminated beyond being recovered or part recovered, the entire load will be rejected and sent to the Bulking Facilities or to the Facility for transfer or disposal and weighed and charged under this Contract, and will be credited against the Authority's payment obligations unless a request is received from the Authority to deal with the delivered waste as set out in paragraph 4.
9. LWL personnel will keep a daily log of every load deposited at site and the level of contaminants within the load and any actions that were taken as a result of the contamination within the load.

10. The details of any load rejected in accordance with paragraph 8 shall be recorded in a form materially the same as that set out in Part 4, Appendix C.
11. LWL will arrange for the information to be made available electronically to the Authority for its inspection.
12. LWL will reload the remaining Recyclables or Contract Organic Waste and remove it to an approved Waste Recycling Location at the relevant rate in Schedule 6, Part 2.
13. In the case of Contract Food Waste and Contract Mixed Food and Green Waste, LWL will load the contaminants into a container and remove them to the Facility for disposal. This is necessary to comply with the Animal By-Product Regulations.

APPENDIX C

Form for Rejection of Loads

| | |
|----------------------------------|---------------|
| Date | |
| Vehicle Registration | |
| Borough | |
| Driver accepted rejection | Yes/No |
| Details of Contaminants | |
| | |
| NLWA informed at | Time: |
| Photos taken | Yes/No |
| Load disposed via | |

Part 5 – Contract Clinical Waste

1. The Clinical Waste Receipt and Disposal Service

1.1 LWL shall:-

1.1.1 receive all Contract Clinical Waste at the EcoPark;

1.1.2 ensure that no vehicle delivering Contract Clinical Waste shall remain at the EcoPark for longer than thirty (30) minutes, including queuing time prior to entry at the weighbridge;

1.1.3 separate the Contract Clinical Waste into containers and dispose of all Contract Clinical Waste (that the Facility's Environmental Permit allows) at the Facility; and

1.1.4 transfer all other Contract Clinical Waste not permitted (under the Facility Environmental Permit) for disposal at the Facility to appropriately licensed Clinical Waste Facilities for disposal.

1.2 All Contract Clinical Waste that the Facility's Environmental Permit allows to be treated at the Facility shall be treated at the Facility.