

Schedule 6 Pricing Schedule

Part 1: General

1 Payments

1.1 Unless otherwise agreed in writing between the Parties:

1.1.1 as soon as practicable after the last working day of every Month, LWL shall submit to the Authority's Representative an account in respect of the Services performed by LWL since the date on which the last account was submitted, valued in accordance with Part 2 and Part 3 of this Schedule 6 and subject to Deductions made pursuant to Schedule 7 along with such supporting information as the Authority may reasonably require;

1.1.2 within fourteen (14) Business Days of receipt of the account and supporting information (to the Authority's reasonable satisfaction) the Authority's Representative shall issue a certificate certifying the Contract Price properly due in accordance with this Contract, having regard to the amount of any Deductions or costs in respect of Unavailability;

1.1.3 the Authority shall pay to LWL the amount stated on the certificate issued by the Authority's Representative pursuant to paragraph 1.1.2 within thirty (30) Business Days of the certificate being issued; and

1.1.4 the Authority shall pay to LWL any adjustments to the Contract Price as calculated in accordance with Part 4 of this Schedule 6.

2 VAT on Payments

2.1 "**VAT**" means any value added taxes.

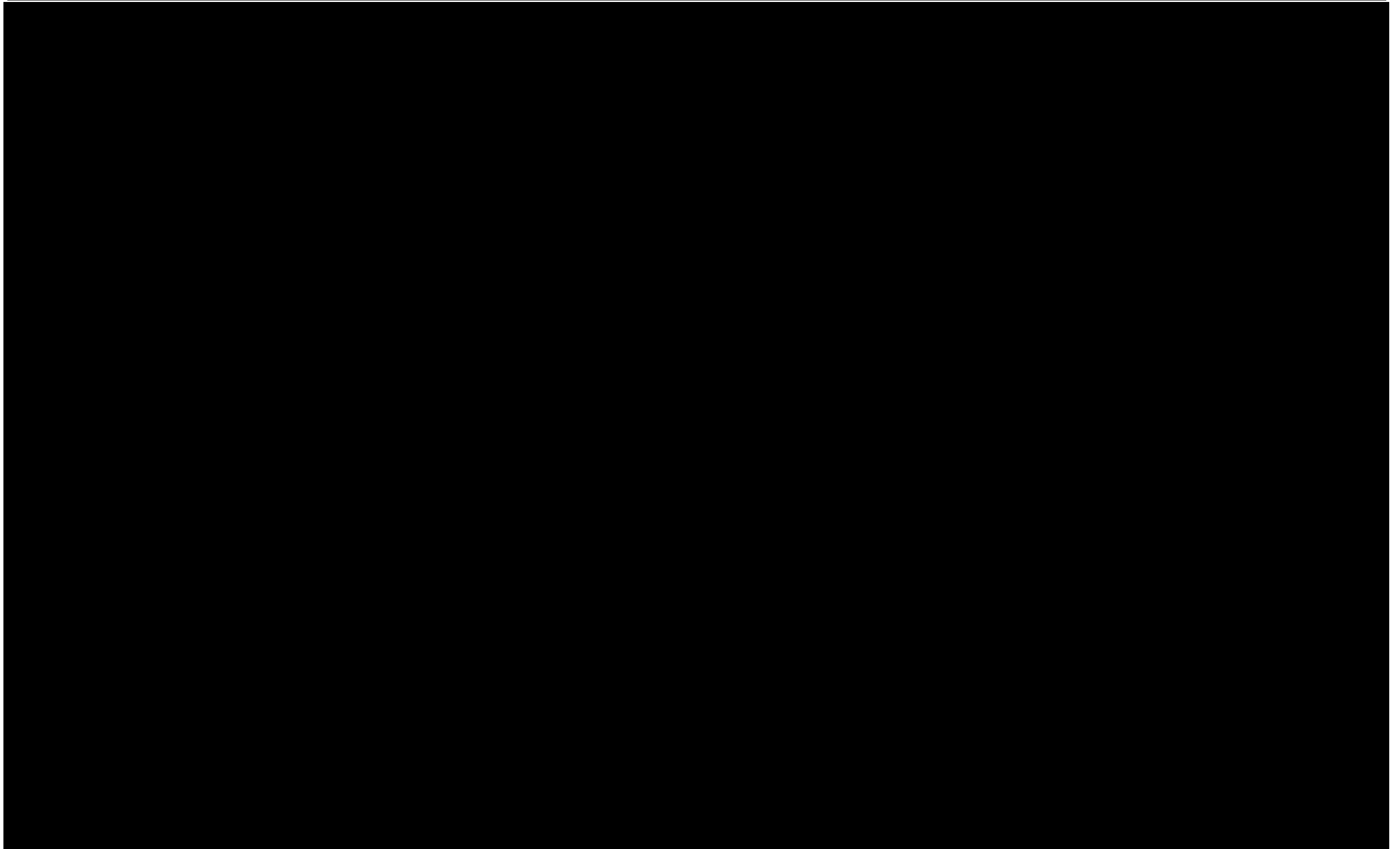
2.2 All amounts due under this Contract are exclusive of VAT.

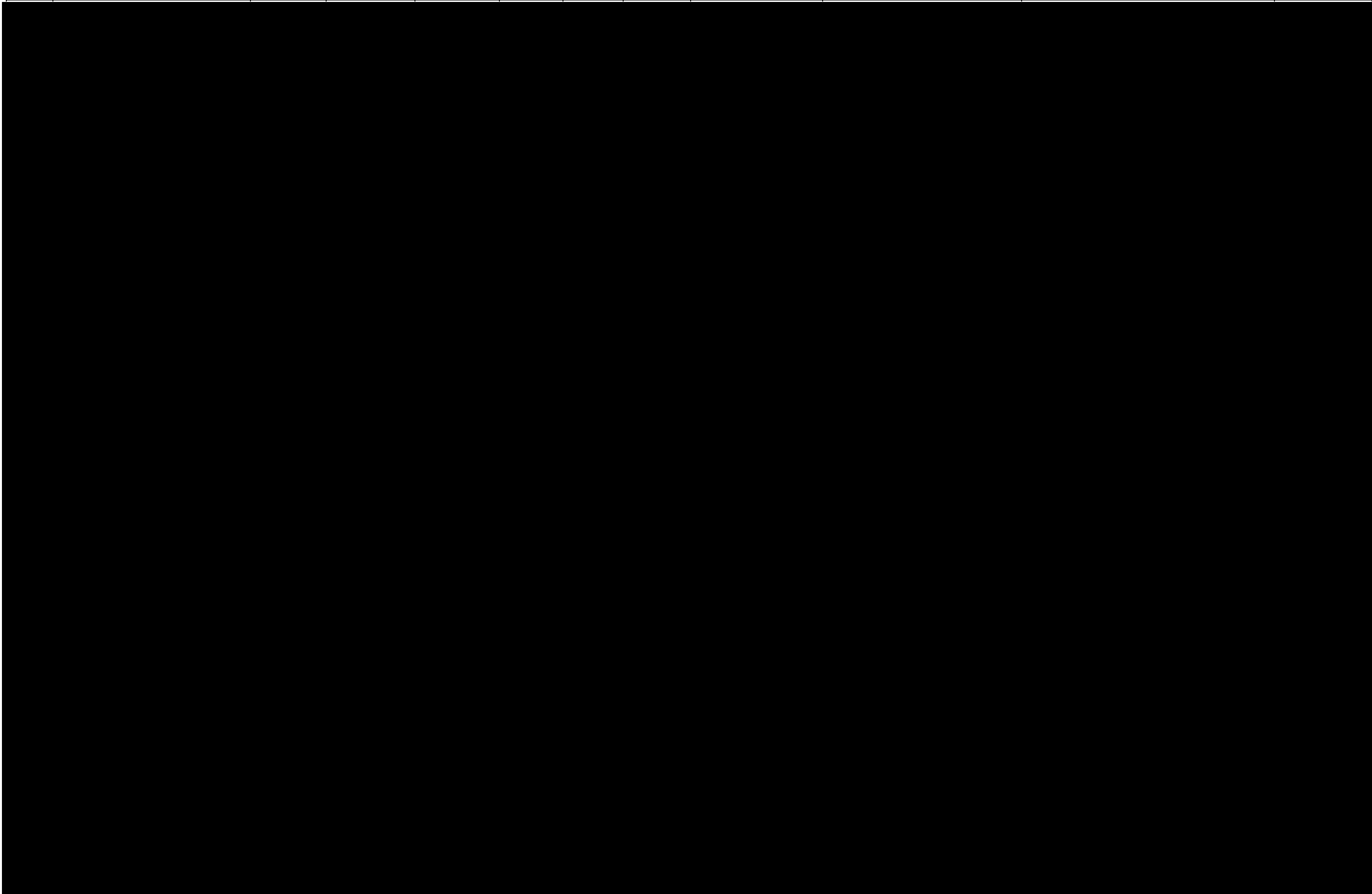
2.3 If any supply made or referred to in this Contract is or becomes chargeable to VAT then the person receiving the supply (the "**Recipient**") shall in addition pay the person making the supply (the "**Supplier**") the amount of that VAT against receipt by the Recipient from the Supplier of a proper VAT invoice in respect of that supply.

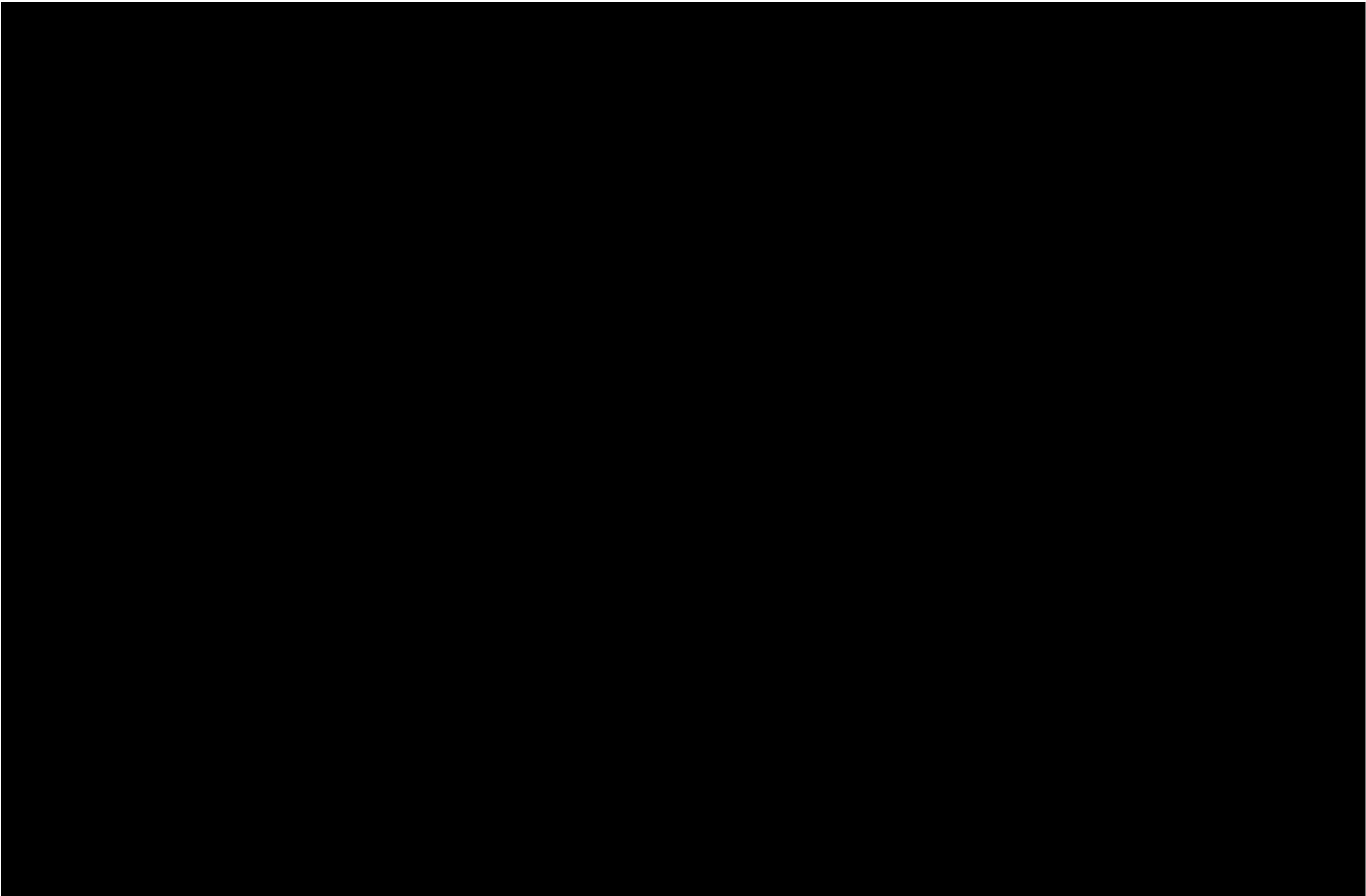
2.4 Where under this Contract any amount is calculated by reference to any sum which has or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group), whether by set off or repayment.

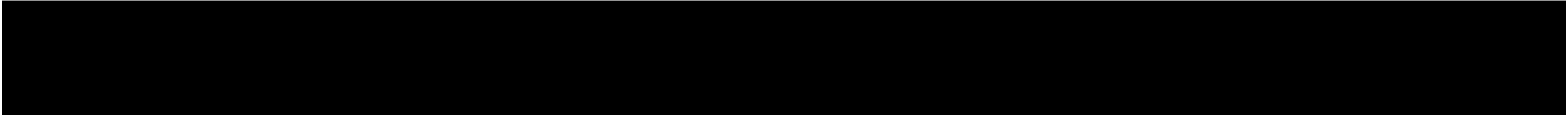
2.5 LWL shall provide the Authority with any information reasonably requested by the Authority in relation to the amount of VAT chargeable in accordance with this Contract and payable by the Authority to LWL.

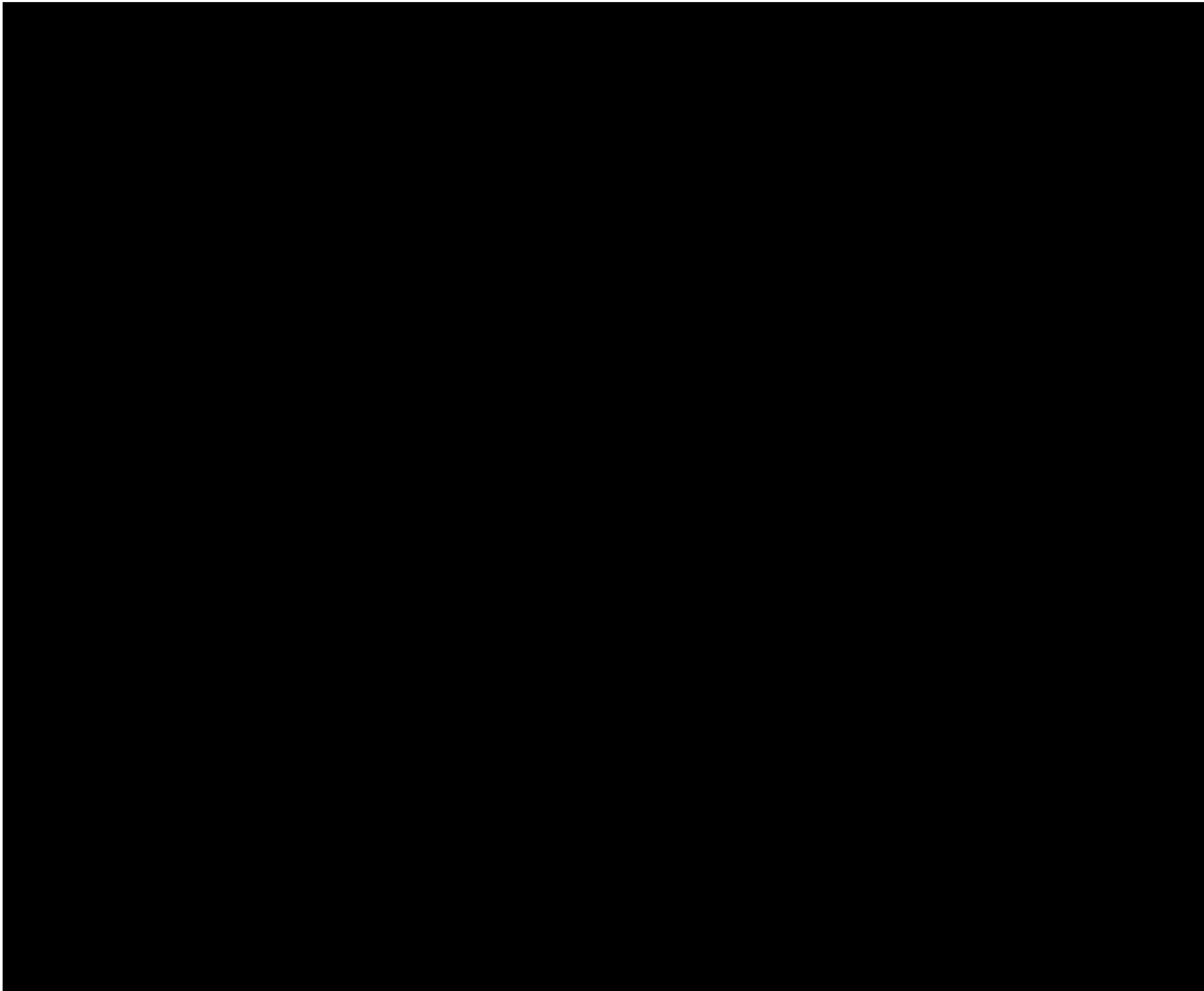
Part 2: Pricing Schedule











Part 3: Site and Service Specific Pricing

1 Hendon Delivery Point

- 1.1 The Authority will deliver such guaranteed minimum tonnage of Contract Waste to the Hendon Delivery Point as may be required by any prevailing Hendon Sub-Contract in any Contract Year, pro-rated for the first and last Contract Years.
- 1.2 If the guaranteed minimum tonnage is not delivered to the Hendon Delivery Point in any Contract Year then LWL shall be entitled to invoice the Authority and the Authority shall pay LWL's charge per tonne as if the Authority had delivered the guaranteed minimum tonnage.
- 1.3 For the avoidance of doubt, should the guaranteed minimum tonnage not be delivered in any twelve (12) Month period, the Authority shall not be liable to pay any Landfill Tax as part of LWL's charge per tonne on any shortfall.
- 1.4 Payment will be made by the Authority to LWL for the disposal of the Hendon Waste by LWL as set out in the payment schedule in Part 2 of this Schedule 6 throughout the Hendon Period. The Authority will pay the Hendon LWL Handling Charge as set out in Part 2 of this Schedule 6 per tonne of Contract Waste consigned to the Hendon Sub-Contract. The Hendon LWL Handling Charge shall decrease so that:
 - 1.4.1 in the Contract Year beginning 1 January 2016, the Authority shall [REDACTED] [REDACTED] it paid in the Contract Year (indexed as set out in Part 2 of this Schedule 6) beginning 1 January 2015;
 - 1.4.2 in the Contract Year beginning 1 January 2017, the Authority shall [REDACTED] [REDACTED] it paid in the Contract Year (indexed as set out in Part 2 of this Schedule 6) beginning 1 January 2015; and
 - 1.4.3 in all subsequent Contract Years, the Hendon LWL Handling Charge shall not be paid.
- 1.5 The Authority will pay rent due under the Hendon Lease and National Non-Domestic (Business) Rates which may be charged on the operations of the Hendon Delivery Point during the Hendon Period.

2 Recyclable Material Sales Income

- 2.1 LWL shall apply best value and seek to maximise revenue generated from the sale of the separated scrap metals, salvage and re-usable, recyclable and compostable material, and the revenue generated will be paid to the Authority.
- 2.2 Within one (1) Month after the preceding quarter LWL shall supply quarterly revenue payment information supplied in Excel format and in sufficient detail to satisfy the Authority on the amount of revenue due to the Authority and will include as a minimum: material grade and type, tonnes sold, price (including price per recycle) and name and address of purchaser and reprocessor.
- 2.3 At the end of each Accounting Period the amounts notified to the Authority as set out in paragraph 2.2 shall then be subject to an annual reconciliation between the Authority and

LWL following which LWL shall immediately confirm in writing the final agreed amount due to LWL or (if the Authority has overpaid) the Authority.

- 2.4 Following the annual reconciliation of amounts due to LWL or the Authority the Authority shall pay to LWL or LWL shall pay to the Authority the agreed sum within twenty (20) Business Days of the receipt by LWL or the Authority as the case may be of the notice set out in paragraph 2.3.
- 2.5 Where there is a cost associated with recycling material sent from a Site LWL shall negotiate a price per tonne that provides overall best value to the Authority and shall do so on the basis of Open Book Accounting and with prices to be agreed by the Authority's Representative at all times.
- 2.6 Income from items of WEEE which are dealt with under separate arrangements by the Authority is excluded from this Contract, but for the avoidance of doubt LWL is required as part of the Services to:
 - 2.6.1 maximise the separation of WEEE at the Contract RRCs as required by the Authority's Representative; and
 - 2.6.2 separate such large items of WEEE as can be identified visually at the Delivery Points; and
 - 2.6.3 provide all relevant data in a timely fashion to the Authority's Representative.

Part 4: Prescribed Contract Claims

Section A: Landfill Tax Claim

At the end of each Authority Financial Year, the Authority shall pay to LWL a sum calculated in accordance with the following calculation:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Principles for calculating LWL's Landfill Tax Claim under the Contract

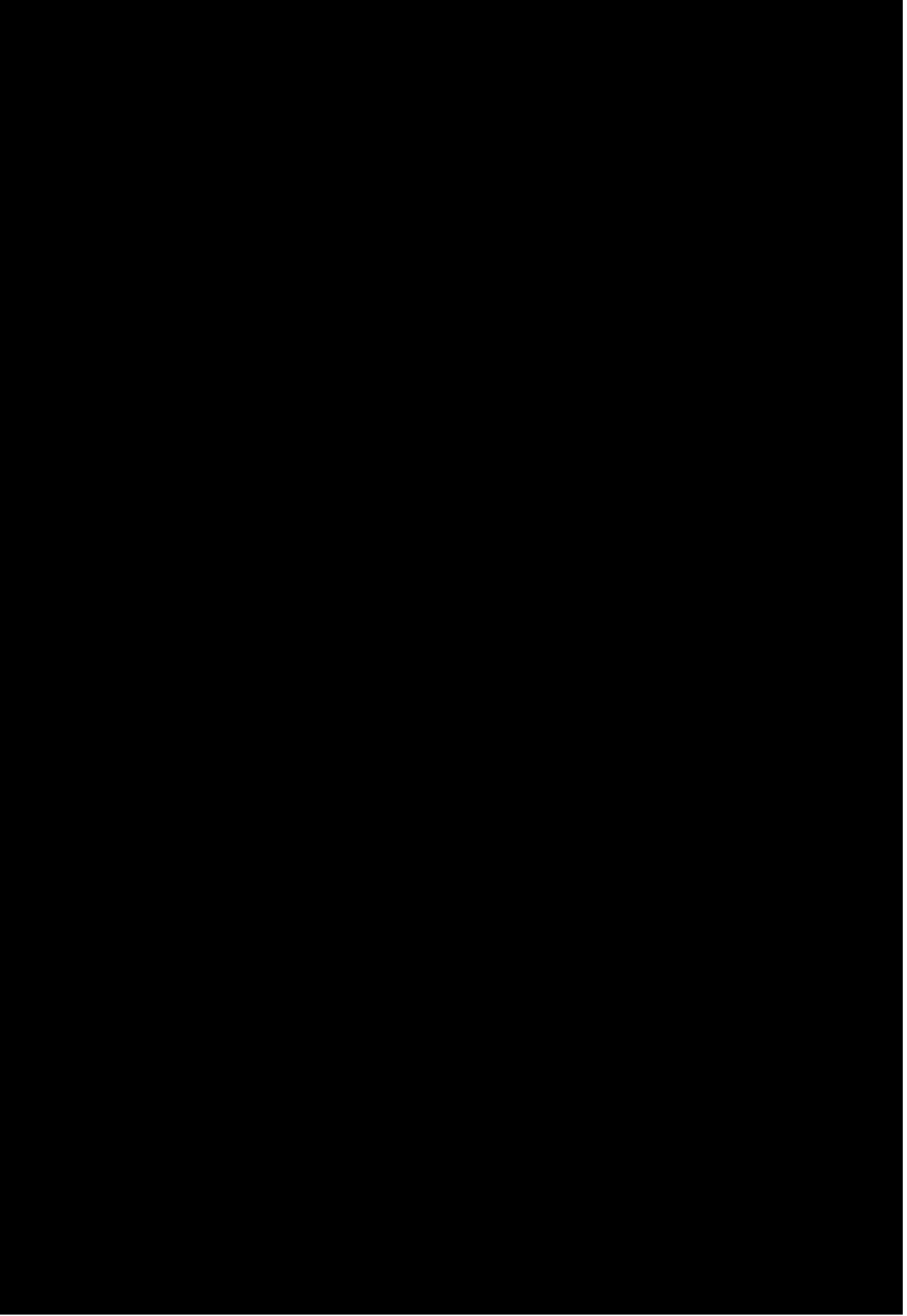
The following principles have been used to set the Landfill Tax Claim under the Contract:

- 1 [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[REDACTED]

- [REDACTED]

- [REDACTED]



[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section B: Electricity Income Claim

At the end of each Accounting Period, the Authority shall pay to LWL a sum calculated in accordance with the following calculation:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

Principles for calculating LWL’s Electricity Income Claim under the Contract

The following principles have been used to set the Electricity Income Claim under the Contract:

- 1. [Redacted]
- 2. [Redacted]
- 3. [Redacted]
- 4. [Redacted]
- 5. [Redacted]
- 6. [Redacted]
- 7. [Redacted]
- 8. [Redacted]
- 9. [Redacted]
- 10. [Redacted]
- 11. [Redacted]
- 12. [Redacted]
- 13. [Redacted]
- 14. [Redacted]
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- 16. [Redacted]
- 17. [Redacted]
- 18. [Redacted]
- 19. [Redacted]
- 20. [Redacted]
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- 30. [Redacted]
- 31. [Redacted]
- 32. [Redacted]
- 33. [Redacted]
- 34. [Redacted]
- 35. [Redacted]
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- 37. [Redacted]
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- 40. [Redacted]
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- 49. [Redacted]
- 50. [Redacted]
- 51. [Redacted]
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- 76. [Redacted]
- 77. [Redacted]
- 78. [Redacted]
- 79. [Redacted]
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- 81. [Redacted]
- 82. [Redacted]
- 83. [Redacted]
- 84. [Redacted]
- 85. [Redacted]
- 86. [Redacted]
- 87. [Redacted]
- 88. [Redacted]
- 89. [Redacted]
- 90. [Redacted]
- 91. [Redacted]
- 92. [Redacted]
- 93. [Redacted]
- 94. [Redacted]
- 95. [Redacted]
- 96. [Redacted]
- 97. [Redacted]
- 98. [Redacted]
- 99. [Redacted]
- 100. [Redacted]

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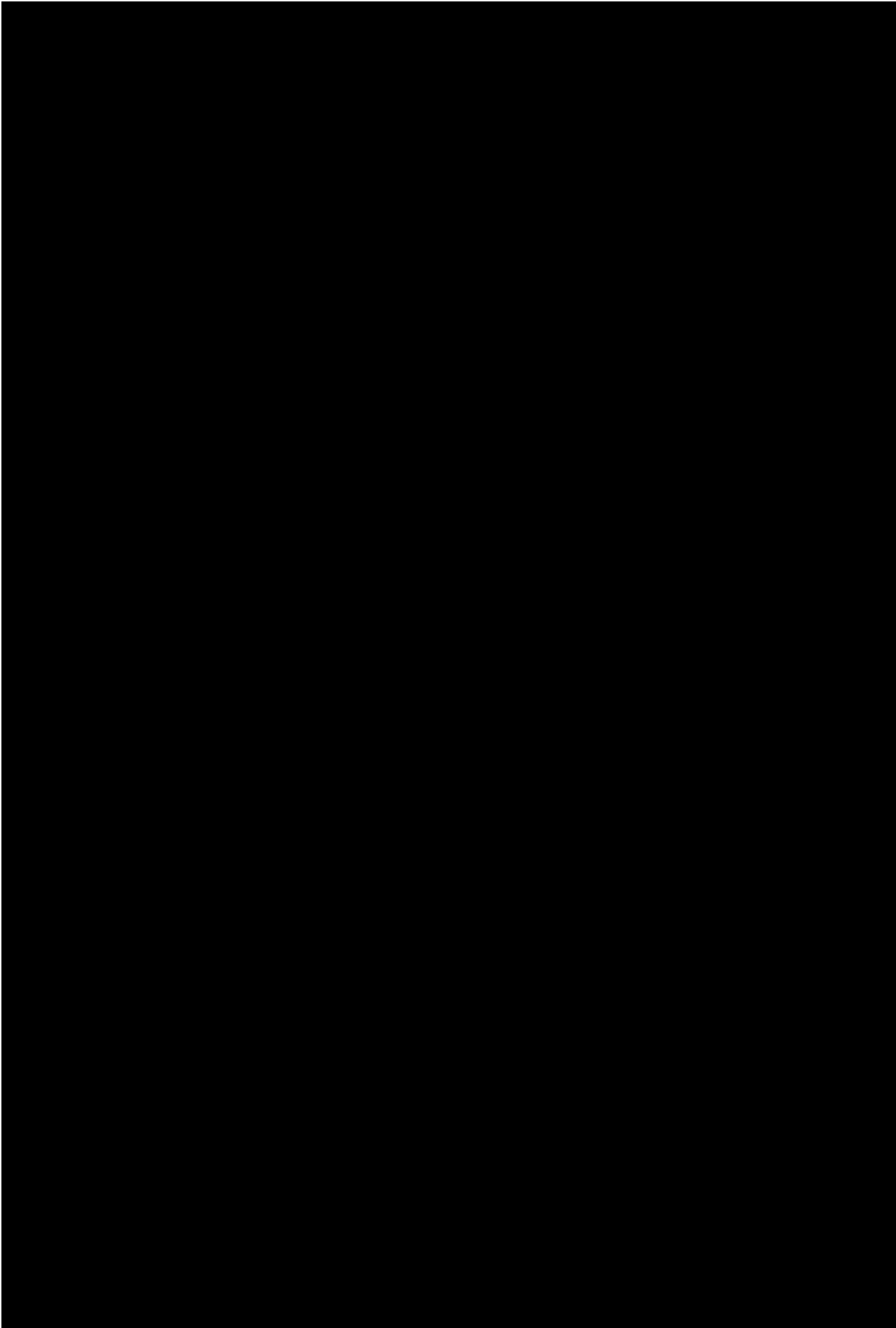
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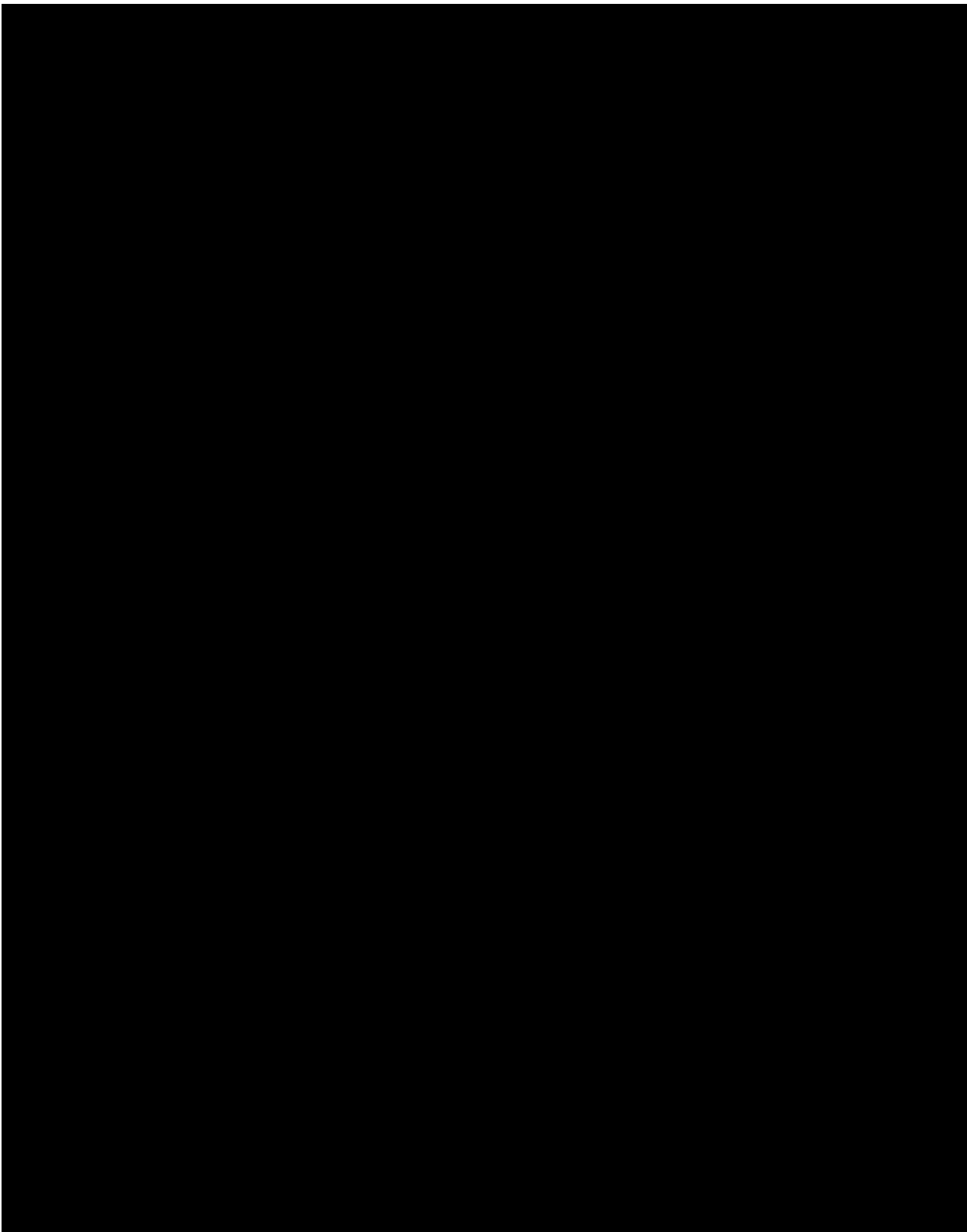
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Section 3: Third Party Income Claim

Principles for calculating LWL’s Third Party Income Claim under the Contract

The following principles have been used to set the Third Party Income Claim under the Contract:

- 1 [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

