

Schedule 7 Performance Framework

1 Context

- 1.1 This Schedule 7 sets out failures by LWL that shall result in Default Points or instances of Unavailability.
- 1.2 The Authority's Representative reserves the right to add to the LWL failures that result in Default Points as listed in this Schedule 7 and include such failures in either the Availability Criteria or Key Performance Indicators (whichever is deemed most appropriate by the Authority's Representative).

2 Availability Criteria

The following shall be the Availability Criteria for each Site:

Title	Criteria
Normal Hours	The Sites (other than Non-Contract RRCs) are open at all times during their Normal Hours for the acceptance of Contract Waste in accordance with Schedule 1.
Acceptance of Contract Waste	All Contract Waste delivered to the Sites (other than Non-Contract RRCs) during their Normal Hours in accordance with Schedule 1 and the conditions of the relevant Environmental Permit for that Site are accepted by LWL.
Provision of Repositories at RRC Sites	Sufficient Repositories are provided so that all Customers are able to deposit Contract Waste accepted at the RRC Sites and Non-Contract RRCs without undue delay.
Safety	Delivery Points are safe for Boroughs to use. The Contract RRCs are safe for Customers to use.

3 Excusing Causes

- 3.1 A Site shall not be deemed to be Unavailable if it has been demonstrated to the reasonable satisfaction of the Authority that the relevant Unavailability is a direct result of:
 - 3.1.1 a breach by the Authority of its obligations under this Contract;
 - 3.1.2 a Force Majeure Event;
 - 3.1.3 maintenance work being carried out in accordance with the schedule of planned maintenance agreed between LWL and the Authority; or
 - 3.1.4 (except where such act or omission is the result of an act or omission of LWL) any act or omission of any provider of utilities or statutory undertaker (and, in each case, of any of their respective agencies, employees, contractors or other persons for whom it is responsible) where LWL is using all reasonable endeavours to minimise the impact of such act or omission on the performance of its obligations under this Contract,

each an "Excusing Cause".

4 **Payments in respect of unavailability**

In the event that a Site becomes Unavailable, LWL shall pay to the Authority the reasonable additional costs fairly incurred and evidenced by the Authority, a Borough or a customer of the Authority resulting from the Unavailability.

5 **Key Performance Indicators**

The following shall be the Key Performance Indicators:

Indicator	Default Points
Failure to notify the Authority's Representative of an inspection visit by the EA, or a failure to provide the Authority's Representative with a copy of a monitoring report issued to LWL by the EA within the timescales set out in Schedule 1.	■
Notification to LWL by the EA of a contravention of the Environmental Permits for the Sites attributable to the actions, errors or omissions of LWL or LWL Related Party.	■
Failure to rectify a contravention notified by the EA of the Environmental Permits for the Sites within the time limit specified, unless the failure has been justified by LWL and agreed in writing by the Authority.	■
Failure to achieve the recycling and diversion targets set out in Schedule 1 Part 2.	■
Failure to arrange the transfer of as much Contract Residual Waste as possible to the Facility in order to minimise the Authority's Landfill Tax liability, in accordance with Schedule 1 Part 1 Section B paragraph 11.2.3.	■
Failure to provide Repositories as set out in Schedule 1.	■
Failure to remedy within the period specified by the Authority's Representative any other defect in performance as notified by the Authority's Representative and notified to LWL in writing.	■
In the event that a Contract RRC or Non-Contract RRC Site has had to close (or not open) during its Normal Hours due to a lack of empty Repositories or any other action, error or omission of LWL.	■
In the event that LWL has provided a Repository with body defects at an RRC or Non-Contract RRC Site.	■
In the event that LWL has provided a Repository with structural defects at an RRC or Non-Contract RRC Site.	■
In the event that the Authority's Representative, the EA and/or the police notifies LWL that it has failed to prevent Contract Waste in its control from escaping onto the highway or other land.	■
In the event that LWL fails to adhere to the prescribed routes pursuant to Clause 3.2.5 of the Contract without the prior agreement of the Authority's Representative.	■
In the event that any vehicle delivering Contract Waste is	■

required by LWL to remain at a Delivery Point for longer than twenty (20) minutes including queuing time prior to entry to the weighbridge, save for those occasions where vehicles are required to be unloaded by hand, in which case thirty (30) minutes shall be allowed, and no vehicle shall be required to wait on the public highway prior to driving onto the weighbridge.	
In the event that LWL knowingly disposes of separately collected recyclates at the Facility or at a landfill site.	■
In the event that the Service has been provided but not under the terms of this Contract.	Points to be determined by the Authority's Representative in the context of each case.
In the event that the Authority's Representative identifies or becomes aware of LWL failing to follow the Waste Hierarchy.	■
In the event that LWL fails to produce PAS100 or PAS110 product from all Contract Organic Waste.	■
In the event that LWL fails to ensure that all Recyclables delivered to MRFs meet the relevant Waste Acceptance Criteria.	■
In the event that LWL or any persons employed or working for LWL engage in unsafe practices and working procedures which pose a health and safety risk.	Points to be determined by the Authority's Representative in the context of each case.

6 Remedies in respect of failure to achieve the Key Performance Indicators

- 6.1 For every [REDACTED] issued to LWL by the Authority within any thirty (30) day period, the Authority may impose a Deduction from the Contract Price.
- 6.2 The Authority shall not be entitled to impose any Deduction if it has been demonstrated to the reasonable satisfaction of the Authority's Representative that the failure to meet the relevant Key Performance Indicator is a direct result of an Excusing Cause.

7 Refusal of Hendon Waste

- 7.1 Where, during the Contract Period, the Hendon Delivery Point is Unavailable, and such Unavailability directly causes the Authority loss, LWL shall pay to the Authority for each day or part thereof for which such access or use is denied, a sum equivalent to [REDACTED] 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.