

DATED

20

SHROPSHIRE COUNTY COUNCIL (1)

and

VEOLIA ES SHROPSHIRE LIMITED (2)

PROJECT AGREEMENT

Wragge & Co

Wragge & Co LLP is a Limited Liability Partnership

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Schedule No.	Schedule Name	Amendments
	Project Agreement	Various items removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 1	Definitions	Various items removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 2	Specification	None
Schedule 3	Provider’s Proposals	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 4	General Change in Law – Provider’s Share	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 5	Base Case Model	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 6	Tests on Completion	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 7a	Payment Mechanism	Various items removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 7b –	Performance and Unavailability Framework	Various items removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 8	Collateral Warranty and Direct Agreement	None
Schedule 9	Review Procedure	None
Schedule 10	Architectural Enhancements	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 11	Liaison Procedure	None
Schedule 12	Warranted Data	Various items removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 13	Relevant Discharge Terms	None
Schedule 14	Property	None
Schedule 15	Required Insurances	Various items removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 16	Company Information	None
Schedule 17	Authority Policies	None
Schedule 18	Bridgnorth Protocol	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 19	Project Documents and Ancillary Documents	None
Schedule 20	Parent Company Guarantee	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e

Schedule 21	Qualifying Waste Management Changes in Law	None
Schedule 22	Conditions Precedent	None
Schedule 23	Admission Agreement	Various items removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 24	Commercially Sensitive Information	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 25	NOT USED	
Schedule 26	NOT USED	
Schedule 27	Local Government Vires Certificate	None
Schedule 28	TUPE Protocol	None
Schedule 29	NOT USED	
Schedule 30	Independent Certifier Appointment	None
Schedule 31	NOT USED	
Schedule 32	Reporting Requirements	None
Schedule 33	Off-Take Contract Protocol	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 34	Interim Services Plan & Run-Out Services Plan	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 35	NOT USED	
Schedule 36	NOT USED	
Schedule 37	Unitary Charge Adjustment Protocol	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 38	Disclosed Historic Contamination	None
Schedule 39	Street Cleansing Services	None
Schedule 40	Waste Reception Protocol	None
Schedule 41	Consequences of Partial Termination	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e
Schedule 42	Non Contract Waste Protocol	None
Schedule 43	SABC Collection Services Development Protocol	None
Schedule 44	NOT USED	
Schedule 45	IVC Development Protocol	Removed on the grounds of commercial sensitivity – EIR exception 12(5)e

THIS CONTRACT is made on the day of 2007
BETWEEN:

- (1) **SHROPSHIRE COUNTY COUNCIL** (the “**Authority**”); and
- (2) **VEOLIA ES SHROPSHIRE LIMITED** (Company registration number 6256563, whose registered office is Veolia house, 154A Pentonville Road, London, N1 9PE (the “**Provider**”).

WHEREAS

- (A) The Authority is a waste disposal authority and has a statutory duty under the Environmental Protection Act 1990 (the “**EPA**”) to make arrangements for the disposal of waste that is collected by the waste collection authorities and to provide Household Recycling Centres within its area.
- (B) The Authority, Bridgnorth District Council, North Shropshire District Council, Oswestry Borough Council and South Shropshire District Council are members of the “**Shropshire Waste Partnership Joint Committee**” (the “**Committee**”). The Committee has been formed for the purpose of discharging the collective waste collection, disposal and management functions of each of its members. In accordance with an agreement dated 3 August 2004, the Committee has approved that the Authority, or its successors, shall be the contracting authority on behalf of the Committee and its members.
- (C) The United Kingdom Government desires to have the private sector invest and participate in the provision, servicing and maintenance of the Project Facilities pursuant to the PFI.
- (D) By an advertisement dated 9 October 2004 in the Supplement to the Official Journal of the European Union (the “**OJEU Notice**”), the Authority sought proposals pursuant to the EU Services Directive (92/50/EEC) and the Public Services Contracts Regulations 1993 (SI 1993 No 3228) negotiated procedure for the provision of an integrated waste management service as set out in the OJEU Notice.
- (E) Following a selection process and subsequent negotiations, the Authority has selected the Provider and the Provider has agreed to design, construct, fund, operate suitable waste management facilities and to deliver the Services in accordance with the terms of this Contract (“the Project”).
- (F) The Parties intend that this Contract be a certified contract for the purposes of the Local Government (Contracts) Act 1997.
- (G) The relevant discharge terms are set out in Schedule 13 (Relevant Discharge Terms).
- (H) The Authority is a Best Value Authority under the Local Government Act 1999 and the functions in respect of which the Authority wishes to procure the Services are Best Value functions.

IT IS AGREED as follows:

PART 1 - PRELIMINARY

1 INTERPRETATION

1.1 Interpretation

- (a) In this Contract except where the context otherwise requires:
- (i) the masculine includes the feminine and vice-versa;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a reference in this Contract to any clause, sub-clause, paragraph, schedule, or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule or annex of this Contract;
 - (iv) save where stated to the contrary, any reference to this Contract or to any other documents shall include any permitted variation, amendment or supplement to such document;
 - (v) any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
 - (vi) references to any documents being “in the Agreed Form” means such documents have been initialled by or on behalf of each of the Parties for the purpose of identification;
 - (vii) a reference to a person includes firms, partnerships, and corporations and their successors and permitted assignees or transferees;
 - (viii) headings are for convenience of reference only;
 - (ix) the schedule, clause, sub-clause and (where provided) paragraph headings and captions in the body of this Contract do not form part of this Contract and shall not be taken into account in its construction or interpretation; and
 - (x) words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words.
- (b) References to amounts expressed to be “indexed” are references to such amounts multiplied by

Index 1
Index 2

Where Index 1 is the value of RPIx selected most recently published prior to the relevant calculation date. Index 2 is the value of RPIx selected on 1 January 2006.

- (c) Where one provision of this Contract imposes upon the Provider a standard, duty or obligation which is more onerous than, or additional to, that imposed by another provision, this shall not be treated as a conflict or inconsistency for the purposes of this clause 1.1(c). Rather the relevant standards, duties or obligations shall, so far as possible, be treated as cumulative, failing which the more onerous standard, duty or obligation shall apply.

1.2 **Schedules**

The Schedules to this Contract form part of this Contract.

1.3 **Precedence of Documentation**

In the event of any inconsistency between the provisions of the body of this Contract and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following descending order of priority:

- (a) the main body of this Contract and Schedule 1 (Definitions);
- (b) Schedule 2 (Specification);
- (c) Schedule 7a (Payment Mechanism) and Schedule 7b (Performance and Unavailability Framework);
- (d) the remaining Schedules (excluding Schedule 3 (Provider's Proposals)); and
- (e) Schedule 3 (Provider's Proposals).

1.4 **Approval by the Authority**

No review, comment or approval by the Authority under the provisions of this Contract shall operate to exclude or limit the Provider's obligations or liabilities under this Contract (or the Authority's rights under this Contract).

2 EXCLUSION OF LEGISLATION

2.1 Housing Grants, Construction and Regeneration Act

This Contract is entered into under the PFI. This Contract is excluded from Part II of the Housing Grants, Construction and Regeneration Act 1996 by operation of Paragraph 4 of the Construction Contracts (England and Wales) Exclusion Order 1998. The Provider acknowledges that the operation of the Housing Grants, Construction and Regeneration Act 1996 upon any Project Document shall not affect the Parties' rights or obligations under this Contract.

2.2 **Third Party Rights**

Subject to clause 27.6(b) (Termination of Agreement) no term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.

3 **COMMENCEMENT AND DURATION**

- (a) This Contract and the rights and obligations of the Parties to this Contract shall take effect on the Effective Date.
- (b) The Service Period will commence on the Services Commencement Date and terminate on the earlier of:
 - (i) the Expiry Date; and
 - (ii) the Termination Date.

4 **COLLATERAL WARRANTIES, DIRECT AGREEMENTS AND GUARANTEES**

4.1 **Collateral Warranties**

- (a) The Provider shall:
 - (i) deliver the Collateral Warranty executed by the WTF Building Contractor and the Off-Take Direct Agreement executed by the Off-Take Contractor (as relevant) to the Authority within ten (10) Business Days of entering into the Building Contract or the Off-Take Contract (as the case may be);
 - (ii) not engage any Building Contractor in connection with the Works for the WTF unless the relevant new Building Contractor delivers to the Authority a duly executed collateral warranty substantially in the form of the Collateral Warranty (any amendment to such form to be approved by the Authority, such approval not to be unreasonably withheld or delayed), within ten (10) Business Days of engaging such new Building Contractor; and
 - (iii) not engage any new Operating Contractor unless the relevant new Operating Contractor delivers to the Authority a duly executed collateral warranty in a form to be approved by the Authority (any such approval not to be unreasonably withheld or delayed), within ten (10) Business Days of engaging such new Operating Contractor.

4.2 **Guarantees**

- (a) The Provider shall procure the execution and delivery to the Authority on or before the date of this Contract and as a condition of this Contract a Parent Company Guarantee by the Guarantor in favour of the Authority substantially in the form set out in Schedule 20 (Parent Company Guarantee) to secure the due performance by the Provider of its obligations to the Authority.

- (b) Unless and until otherwise agreed by the Parties, the form of guarantee set out in Schedule 20 (Parent Company Guarantee) shall be the relevant specified form for the purposes of this Contract.
- (c) If during the Contract Period the Guarantor shall cease to meet any of the Guarantee Criteria (as defined in clause 4.2(d)) the Provider shall procure that another company within the Provider's Group which at the relevant time and thereafter shall meet all of the Guarantee Criteria shall become the Guarantor and shall provide as soon as reasonably practicable a Parent Company Guarantee substantially in the form referred to in clause 4.2(a) (any amendment to such form to be agreed by the Authority such agreement not to be unreasonably withheld or delayed) to secure due performance by the Provider of its obligations to the Authority.
- (d) The Guarantee Criteria for the purposes of clause 4.2(c) shall be that as shown in the Guarantor's latest statutory accounts, the Guarantor has:
 - (i) consolidated net asset value of not less than three hundred million pounds (£300,000,000) indexed; and/or
 - (ii) consolidated interest bearing debt less cash balances to be no more than five (5) times consolidated shareholders' equity; and/or
 - (iii) consolidated profit before interest, tax, goodwill, amortisation and exceptional items to be in excess of one and a half (1.5) times consolidated net interest costs. For the avoidance of doubt, cash interest costs exclude the elimination of provision discounts and non-cash coupons (for example the finance charges on convertible loan notes).
- (e) In the event that the Provider shall have failed to comply with clause 4.2(c) to (d) within one (1) month of a written notice to do so, the Provider shall provide to the Authority within twenty (20) Business Days such alternative form of security to a value of twenty million pounds (£20,000,000) (which may take the form (without limitation) of an alternative guarantee, the provision of funds or reserves by a third party (under guarantee performance body cash deposit or escrow account) as the Authority may approve (such approval not to be unreasonably withheld or delayed).
- (f) If the Provider shall provide alternative security under clause 4.2(e) and at any time thereafter the Provider can demonstrate that the Guarantor or other company within the Provider's Group meets the Guarantee Criteria the Provider shall have the right by notice to the Authority to provide a Parent Company Guarantee in the form set out in Schedule 20 (Parent Company Guarantee) by such company as aforesaid and if the Provider shall provide such Parent Company Guarantee within twenty (20) Business Days of such notice the Authority shall:
 - (i) accept such Parent Company Guarantee in place of any then existing alternative security provided under clause 4.2(e); and
 - (ii) immediately take all action which is necessary to be taken by it in order

to release or facilitate the release of any alternative security which has previously been provided by or on behalf of the Provider under this clause 4.2.

- (g) Any dispute under this clause 4.2 may be referred by either party to determination under clause 63 (Dispute Resolution).

5 CONDITIONS PRECEDENT

5.1 Conditionality

This Contract (other than the provisions of clauses 1 (Interpretation), 2 (Exclusion of Legislation), 3 (Commencement and Duration), 5 (Conditions Precedent), 66 (Assignment and Sub-Contracting), 70 (No Agency), 71 (Entire Agreement), 72 (Notices), 73 (Severability), 74 (Waiver), 75 (Public Relations and Publicity), 77 (Provider's Records, 78 (Data Protection), 79 (Termination on Corrupt Gifts and Fraud), 83 (Governing Law and Jurisdiction), 85 (Sole Remedy), 86 (Rights and Remedies) and 87(Counterparts) is conditional on the satisfaction of the Conditions Precedent.

5.2 Termination

If the Conditions Precedent have not been satisfied or waived in relation to the Provider's Conditions Precedent by the Authority and in relation to Authority's Conditions Precedent by the Provider by the Cut-Off Date, this Contract shall terminate on the Cut-Off Date and be without further effect.

5.3 Authority's Obligation to Satisfy

The Authority shall use its reasonable endeavours to ensure that the Authority's Conditions Precedent are satisfied by the Cut-Off Date.

5.4 Provider's Obligation to Satisfy

The Provider shall use its reasonable endeavours to ensure that the Provider's Conditions Precedent are satisfied by the Cut-Off Date.

5.5 Satisfaction of Conditions Precedent

A Condition Precedent shall be deemed to be satisfied on the date following its satisfaction on which notice of satisfaction:

- (a) in the case of an Authority's Condition Precedent, is received by the Authority from the Provider; and
- (b) in the case of a Provider's Condition Precedent, is received by the Provider from the Authority.

6 GENERAL WARRANTIES AND INDEMNITIES

6.1 Provider Warranties

The Provider warrants, represents and undertakes to the Authority that as at the date of this Contract:

- (a) it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;
- (b) it has the power to enter into and to exercise its rights and perform its obligations under the Project Documents;
- (c) all necessary action to authorise the execution of and the performance of its obligations under the Project Documents has been taken or, in the case of any Project Document to be executed after the date of this Contract, will be taken before such execution;
- (d) the obligations expressed to be assumed by the Provider under the Project Documents are, or in the case of any Project Document executed after the date of this Contract will be, legal, valid, binding and enforceable to the extent permitted by law and each Project Document is or will be in the proper form for enforcement in England;
- (e) the execution, delivery and performance by it of the Project Documents does not contravene any provision of:
 - (iv) any existing Legislation either in force, or enacted but not yet in force which is binding on the Provider;
 - (v) the Memorandum and Articles of Association of the Provider;
 - (vi) any relevant order or decree of any court or arbitrator; or
 - (vii) any obligation which is binding upon the Provider or upon any of its assets or revenues;
- (f) the Provider Warranted Data is true, accurate and complete in all respects;
- (g) the Provider has not, other than in connection with the Project, traded at any time since its incorporation as a company pursuant to the Companies Act 1985 (as amended);
- (h) no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Provider, pending or threatened against it or any of its assets which will or might have a material adverse effect on the ability of the Provider to perform its obligations under any Project Document;
- (i) it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Provider to perform

its obligations under any Project Document;

- (j) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Provider, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (k) no Provider Default has occurred which is continuing;
- (l) each of the Ancillary Documents is or, when executed, will be in full force and effect and constitutes or, when executed, will constitute the valid, binding and enforceable obligations of the parties thereto;
- (m) the copies of the Project Documents which the Provider has delivered or, when executed, will deliver to the Authority are or, as the case may be, will be true and complete copies of such documents and there are not in existence any other agreements or documents replacing or relating to any of the Project Documents which would materially affect the interpretation or application of any of the Project Documents; and
- (n) there are no material facts or circumstances in relation to the financial position or operational constitution of the Provider which have not been fully and fairly disclosed to the Authority and which if disclosed might reasonably have been expected to affect the decision of the Authority to enter into this Contract,

and the Authority relies upon such warranties, representations and undertakings.

6.2 **Provider Undertakings**

The Provider undertakes with the Authority that for so long as this Contract remains in full force:

- (a) it will give the Authority notice of all litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator or Relevant Authority which would adversely affect, to an extent which is material in the context of the Project, the Provider's ability to perform its obligations under this Contract and that such notice shall be given as soon as reasonably practicable after the Provider becomes aware that the proceedings may be threatened or pending and immediately after they are commenced;
- (b) it will not without the prior written consent of the Authority (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend or otherwise dispose of (other than by way of security) the whole or any part of its business or assets which would materially affect the ability of the Provider to perform its obligations under this Contract;
- (c) it will not cease to be resident in the United Kingdom or transfer in whole or in part its undertaking, business or trade outside the United Kingdom;
- (d) it will not undertake the performance of its obligations under this Contract for the provision of the Services otherwise than through itself or a Sub-Contractor;

- (e) it shall not without the written consent of the Authority (such consent not to be unreasonably withheld or delayed) incorporate any company or purchase or acquire or subscribe for any shares in any company save where such company is involved in the provision of the Services;
- (f) it shall not without the written consent of the Authority (such consent not to be unreasonably withheld or delayed) make any loans or grant any credit or give any guarantee or indemnity to or for the benefit of any person or otherwise voluntarily or for consideration assume any liability (whether actual or contingent) in respect of any obligation of any other person except in the ordinary course of business; and
- (g) it shall not change or cease its business or start any other business which is materially different from that to be carried on by it under this Contract.

6.3 Status of Warranties

All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Provider in this Contract are cumulative and none shall be given a limited construction by reference to any other.

7 AUTHORITY WARRANTIES

7.1 No Warranty by Authority

Subject to clause 7.4 (Authority Warranted Data), the Authority does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any of the Disclosed Data.

7.2 No Liability to Provider

Subject to clause 7.4 (Authority Warranted Data), neither the Authority nor any of its agents or employees shall be liable to the Provider in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of:

- (a) any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the Disclosed Data; or
- (b) any failure to make available to the Provider any materials, documents, drawings, plans or other information relating to the Project.

7.3 Fraudulent Statements

Nothing in this clause 7 (Authority Warranties) shall exclude any liability which the Authority or any of its agents or employees would otherwise have to the Provider in respect of any statements made fraudulently prior to the date of this Contract.

7.4 Authority Warranted Data

The Authority warrants to the Provider that the information set out or described in Part 2 of Schedule 12 (Warranted Data) has been prepared after due and careful enquiry and is believed to be true, accurate and complete. If and to the extent that the

Authority Warranted Data is incomplete and/or contains untrue or inaccurate information then it shall be deemed a Relevant Event and the Unitary Charge shall be adjusted and the Base Case Model updated in accordance with clause 68 (Financial Adjustments) and Schedule 37 (Unitary Charge - Adjustment Protocol). Any such adjustments to the Unitary Charge shall be intended to leave the Provider in a no better no worse position. For the purposes of this clause, the proviso to clause 68.2 (Calculating Change in Costs and Change in Revenue) shall not prevent the Provider from recovering compensation under this clause in respect of any costs and/or losses incurred by it prior to the date of the Relevant Event.

7.5 Provider's Due Diligence

Without prejudice to any express provisions of this Contract, the Provider shall be deemed to have:

- (a) satisfied itself as to the assets to which it will acquire rights and the nature and extent of the risks assumed by it under this Contract; and
- (b) gathered all information necessary to perform its obligations under this Contract and other obligations assumed, including:
 - (i) information as to the nature, location and condition of the Sites (including hydrological, geological, geo-technical, contamination and sub-surface conditions); and
 - (ii) information relating to archaeological finds, areas of archaeological, scientific or natural interest, local conditions and facilities and the quality of existing structures.

7.6 Transfer of Assets

All of the Equipment and vehicles set out in Part 1 of Schedule 12 (Warranted Data) shall transfer into the ownership of the Provider with effect from the Effective Date with the exception of those vehicles referred to as "Defra Vehicles" which the Parties acknowledge shall remain in the ownership of the Authority but which may be used by the Provider in the delivery of the Services in accordance with this Contract. The Provider shall maintain the Defra Vehicles at its own cost to the same standard as all other vehicles transferred to the Provider on the Effective Date.

7.7 No Relief

Subject to clause 7.4 (Authority Warranted Data) the Provider shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to claim against the Authority on grounds that any information, whether obtained from the Authority or otherwise (including information made available by the Authority), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

8 PROJECT DOCUMENTS

8.1 Ancillary Documents

The Provider shall perform its obligations under, and observe all of the provisions of, the Project Documents and the Ancillary Documents and shall not:

- (a) terminate or agree to the termination of all or part of any Ancillary Document;
- (b) add to or amend any provisions of the Ancillary Documents that acts to increase the Authority's liabilities (including in relation to compensation to be paid on termination) or reduce its ability to enforce its rights under this Contract;
- (c) make or agree to any material variation of any Ancillary Document;
- (d) in any material respect depart from its obligations (or waive or allow to lapse any rights it may have in a material respect), or procure that others in any material respect depart from their obligations (or waive or allow to lapse any rights they may have in a material respect), under any Ancillary Document; or
- (e) enter into (or permit the entry into by any other person of) any agreement replacing all or part of (or otherwise materially and adversely affecting the interpretation of) any Ancillary Document,

unless the proposed course of action (and any relevant documentation) has been submitted to the Authority's Representative for review under the Review Procedure and there has been no objection in accordance with paragraph 2.1(b) of Schedule 9 (Review Procedure) within twenty (20) Business Days of receipt by the Authority's Representative of the submission of the proposed course of action (and any relevant documentation), or such shorter period as may be agreed by the Parties, and, in the circumstances specified in clause 8.1 (Ancillary Documents), the Provider has complied with clauses 66 (Assignment and Sub-Contracting) and 67 (Corporate Structures).

8.2 Delivery

Without prejudice to the provisions of this clause, if at any time an amendment is made to any Project Document, or the Provider enters into a new Project Document (or any agreement which affects the interpretation or application of any Project Document), the Provider shall deliver to the Authority a conformed copy of each such amendment or agreement within ten (10) Business Days of the date of its execution or creation (as the case may be), certified as a true copy by an officer of the Provider.

8.3 Exception

Notwithstanding the provisions of clause 8.1 (Ancillary Documents) and/or Schedule 9 (Review Procedure), the Authority shall not be entitled to object to any proposed course of action referred to in clause 8.1 (Ancillary Documents) if it is agreed between the Parties, or failing agreement it is determined through the Dispute Resolution Procedure, that such course of action, if followed, would not:

- (a) increase the liabilities, obligations or risks to the Authority under this Contract (including in relation to compensation to be paid on termination);
- (b) prejudice the ability of the Provider to fulfil its obligations under this Contract; and/or
- (c) adversely affect the rights of the Provider under the relevant Ancillary Document.

PART 2 - LAND ISSUES

9 NATURE OF LAND INTERESTS

9.1 Grant of Leases

At any time prior to the Planned Services Commencement Date:

- (a) the Authority shall grant to the Provider the Authority Leases in respect of the Authority Sites in accordance (including as to timing) with this clause 9 (Nature of Land Interests) and the Provider shall accept the grant of such Authority Leases; and
- (b) the Authority shall procure that the Districts shall grant to the Provider the District Leases in respect of the District Sites in accordance (including as to timing) with this clause 9 (Nature of Land Interests) and the Provider shall accept the grant of such District Leases.

9.1A Leases for extensions to Contract Period

Where the Contract Period is extended beyond the twenty-seventh anniversary of the Services Commencement Date pursuant to:

- (a) clause 10.13(e) (Delays and Extensions of Time);
- (b) clause 10A.3 (Excess Capital Costs above the Capital Cost Contingency); or
- (c) clause 17.11 (Discovery of Antiquities and Human Remains),

the Authority shall, not less than ten (10) Business Days prior to the expiry of any relevant Lease relating to the Site of a Project Facility necessary for the continued provision of the Services for the extended Contract Period, grant to the Provider leases (and where applicable procure that the Districts shall grant new leases) for all such Sites for the entire period of the extended Contract Period and the Provider shall accept the grant of any such leases. Any such new leases shall be on the same terms as the relevant Leases.

9.2 Authority Breach and indemnities

- (a) If and to the extent that the Authority and/or any of the Districts breach any of their respective obligations under any of the Leases and/or clauses 9.1 (Grant of Leases) or 9.1A (Leases for extensions to Contract Period) then a Compensation Event shall be deemed to have occurred and the Provider shall be entitled to apply for relief from its obligations and/or to claim compensation in accordance with the provisions of this Contract.
- (b) The Authority shall be responsible for and shall indemnify the Provider for and against all Losses incurred or delays suffered by the Provider and/or any of the Provider sub-contractors as a result of the Provider being required to comply with any District Lease term which imposes obligations on the Provider and/or which restricts the Provider's access or use of the Site to which the relevant District Lease relates which has the effect of increasing, extending or otherwise

amending the Provider's obligations under this Contract (excluding, for the avoidance of doubt, any obligation in this Contract requiring the Provider to comply with the District Leases).

- (c) The Authority shall be responsible for and shall indemnify the Provider for and against all Losses incurred or delays suffered by the Provider and/or any of the Provider sub-contractors as a result of search results for of the extent and dimensions of the land identified on the site plan attached to Lease for Site at Stanley Lane, Bridgnorth (such plan being the Land Registry official title plan for title number SL170980) being more onerous than search results already received for the extent and dimensions of the land identified on the site plan previously provided to the Provider by the Authority (such plan being identified by a Shropshire County Council plan marked as drawing no: A and dated September 2007).

9.3 **Landlord and Tenant Act 1954 Exclusion**

- (a) The Authority and the Districts as relevant have served on the Provider a notice dated 28 September 2007 in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the **Order**") in relation to each tenancy to be created by the Leases.
- (b) The Provider, or a person duly authorised by the Provider, has in relation to each notice made a statutory declaration dated 28 September 2007 in the form set out in paragraph 8 of Schedule 2 to the Order.
- (c) Where that declaration was made by a person other than the Provider, the Provider confirms that the declarant was duly authorised by the Provider to make the declaration on the Provider's behalf.
- (d) The Authority and the Districts as relevant and the Provider confirm that the notices and declarations referred to in (a) and (b) above were respectively served on and made by the Provider or the duly authorised person before the Provider became contractually bound to enter into the tenancies to be created by the Leases.
- (e) The Authority and the Districts as relevant and the Provider agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are to be excluded in relation to the tenancies to be created by the Leases.

9.4 **Grant of Leases**

The grant of the Leases shall take place at the offices of the Authority's solicitors Wragge & Co LLP, 55 Colmore Row, Birmingham, B3 2AS. The term of the Leases shall commence on the Services Commencement Date.

9.5 **Delivery of Engrossments**

Within ten (10) Business Days of the Services Commencement Date, the Authority's Representative shall deliver engrossments of the counterpart Lease for each Site to the Provider. The Provider shall execute and deliver the Leases as deeds to the Authority's Representative within a further five (5) Business Days of receipt. The

Authority shall then execute each original Lease as deeds and send each original Lease to the Provider.

9.6 **Stamping**

The Provider shall, as soon as reasonable practicable, arrange for stamp duty land tax to be paid in respect of each Lease (if necessary).

9.7 **Registration**

The Provider shall apply for, and procure, registration of each Lease at the Land Registry as soon as reasonably practicable after the grant of the first of the relevant Leases. The Authority shall use all reasonable endeavours to assist the Provider in responding to any proper requisitions raised by the Land Registry of such documents that are in the Authority's possession relating to the freehold reversion as the Land Registry may request.

9.8 **Early Termination**

- (a) If this Contract is terminated in its entirety for any reason prior to the Expiry Date, all of the Leases shall automatically cease and determine with effect from the Termination Date and to the extent that any Leases have not been granted as at the Termination Date, the obligation to grant the relevant Lease (or procure the grant of the relevant Lease) shall automatically cease to apply. For each Lease which has been granted prior to the Termination Date, the Provider shall deliver to the Authority each Lease together with any relevant Land or Charge Certificates, releases from any charge and a direction to the Chief Land Registrar to cancel the registered titles relating to the Leases as soon as reasonably practicable. The Provider shall take all steps as may be proper and reasonable to cancel or assist in the cancellation of all entries at the Land Registry and the Land Charges Registry in relation to the Leases.
- (b) If the Waste Treatment Services are terminated in isolation from the remaining Project Operations for any reason prior to the Expiry Date, that part of the Lease granted in respect of the Battlefield Site which is required for the purposes of providing the Waste Treatment Services (and not the Collection and Recycling Services) shall automatically cease and determine with effect from the Waste Treatment Services Termination Date and to the extent that the relevant Lease has not been granted as at the Waste Treatment Services Termination Date, the obligation to grant the relevant Lease shall automatically cease to apply. Where the Lease has been granted prior to the Waste Treatment Services Termination Date and such Lease ceases and determines in its entirety in accordance with this clause 9.8(b), the Provider shall deliver to the Authority the relevant Lease together with any relevant Land or Charge Certificates, releases from any charge and a direction to the Chief Land Registrar to cancel the registered title relating to the Lease as soon as reasonably practicable. Where applicable, the Provider shall take all steps as may be proper and reasonable to cancel or assist in the cancellation of all entries at the Land Registry and the Land Charges Registry in relation to the Lease.

- (c) If the Collection and Recycling Services are terminated in isolation from the remaining Project Operations for any reason prior to the Expiry Date, that part of each Lease which is required for the purposes of providing the Collection and Recycling Services (and not the Waste Treatment Services) shall automatically cease and determine with effect from the Collection and Recycling Services Termination Date and to the extent that the relevant Leases have not been granted as at the Collection and Recycling Services Termination Date, the obligation to grant the relevant Leases shall automatically cease to apply. Where the Leases have been granted prior to the Collection and Recycling Services Termination Date and such Lease ceases and determines in its entirety in accordance with this clause 9.8(c), the Provider shall deliver to the Authority the relevant Leases together with any relevant Land or Charge Certificates, releases from any charge and a direction to the Chief Land Registrar to cancel the registered title relating to the Leases as soon as reasonably practicable. The Provider shall take all steps as may be proper and reasonable to cancel or assist in the cancellation of all entries at the Land Registry and the Land Charges Registry in relation to the Leases.

9.9 Expiry of Agreement

Before or within twenty (20) Business Days after the last day of the Contract Period, the Authority may, by written notice to the Provider, require the Provider forthwith on receipt at the Authority's option either:

- (a) to assign, with effect from the last day of the Contract Period, its unencumbered interest in each Lease (and consent to any variation in the terms of the Lease if required) to such assignee as shall be notified by the Authority to the Provider in the notice by delivering to the Authority within ten (10) Business Days and the Provider shall agree; or
- (b) to surrender its interest, with effect from the last day of the Contract Period, in each Lease by delivering to the Authority, within ten (10) Business Days of receipt of the notice, a duly executed deed of surrender in such form as the Authority and the Provider shall agree (each acting reasonably) together with all relevant title deeds, releases or discharges.

9.10 No Compensation

Without prejudice to the Provider's right to claim under any indemnity or to claim compensation pursuant to the terms of this Contract, the Provider shall not be entitled to any compensation in respect of any variation of the terms of a Lease or the unexpired part of its interest as tenant under a Lease on assignment or surrender or automatic determination in accordance with this clause 9 (Nature of Land Interests).

9.11 Compliance with the Title Deeds

The Provider shall procure that:

- (a) the carrying out of the Works and the provision of the Services at each Site by or on behalf of the Provider (whether before, during or after the completion of the Works) shall be carried out in accordance with the provisions of this

Contract and in a manner which does not breach any provisions of the deeds relating to that Site listed in Part 1 of Schedule 14 (Property);

- (b) there shall be no action, or omission to act, which shall give rise to a right for any person to obtain title to or any right or interest over a Site or any part of it (save in accordance with the terms of this Contract); and
- (c) the Authority is indemnified in full from and against any actions and proceedings and all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Authority as a result of any breach of this clause 9.11 (Compliance with the Title Deeds).

10 PLANNING

10.1A Scope of Planning Obligations

The provisions of clause 10 (Planning) shall apply only to the Provider's obligations in respect of the Planning Application and Planning Permission and associated Planning Obligations for the WTF and for the avoidance of doubt all references to Planning Application and Planning Permission in clause 10 (Planning) shall be references to the Planning Application and Planning Permission for the WTF only.

10.1 Provider to Obtain Planning Permission

- (a) The Provider undertakes to the Authority that (subject to the provisions of this clause 10 (Planning)) it shall use All Reasonable Endeavours to obtain a Satisfactory Planning Permission in accordance with the Works Programme to enable it to undertake the Works and to deliver the Services at the WTF provided that the Authority shall use reasonable endeavours to assist the Provider (without incurring costs) and shall not lodge, in its capacity as waste disposal authority, any objection in relation to any Planning Application made by the Provider or any Provider Related Party in relation to the WTF.
- (b) The Provider shall bear the costs of obtaining and of implementing and complying with the provisions and conditions of all Planning Permissions (other than any Excess Costs and the costs relating to Architectural Enhancements in respect of the WTF for which the Authority is liable in accordance with clause 10A (Architectural Enhancements)).
- (c) The Provider shall provide to the Authority on a monthly basis a written summary of:
 - (i) the steps taken by the Provider in the preceding month in compliance with its obligations under this clause 10.1(Provider to Obtain Planning Permission); and
 - (ii) a written summary of those steps which it anticipates taking in the following quarter in order to comply with its obligations under this clause 10.1 (Provider to Obtain Planning Permission).
- (d) Without limiting the Provider's obligations under this clause 10.1 (Provider to

Obtain Planning Permission) the Authority may within five (5) Business Days after receipt of such summary notify the Provider of any further measures which it believes the Provider should take in order to comply with its obligations under clause 10.1 (Provider to Obtain Planning Permission) and the Provider shall give due consideration to any such suggestions of the Authority.

- (e) If at any time prior to the submission of the Planning Application in relation to the WTF the Provider is made aware by the Planning Authority of the possibility that any Planning Permission granted is likely to contain conditions or requirements which would render it an Unsatisfactory Planning Permission the Provider must not proceed to submit the Planning Application but shall inform the Authority in writing within ten (10) Business Days of the likelihood of an Unsatisfactory Planning Permission being granted and shall include any proposed changes to the works and/or services pursuant to its rights under clause 55.2 (Provider Changes) which would reduce the likelihood of an Unsatisfactory Planning Permission being granted. The Authority shall in addition be entitled (at its discretion) pursuant to clause 55.1 (Authority Changes) to propose changes to the Works and/or the Services in order to reduce the likelihood of an Unsatisfactory Planning Permission being granted. To the extent that any changes proposed by the Provider pursuant to clause 55.2 (Provider Changes) or the Authority pursuant to clause 55.1 (Authority Changes) in relation to the WTF constitute Architectural Enhancements, then notwithstanding the provisions of clause 55 (Changes in Works and/or Services) the provisions of clause 10A (Architectural Enhancements) shall apply in relation to such Architectural Enhancements.
- (f) Without prejudice to the Provider's obligations under this clause 10 (Planning) the Authority shall at the reasonable request of the Provider confirm (on not more than a monthly basis) whether the Authority believes that, in its opinion and based solely on the information provided to it by the Provider under clause 10.1(c) (Provider to Obtain Planning Permission) or otherwise, the Provider has up to the date of the Provider's request been complying with its obligations in this clause 10.1 (Provider to Obtain Planning Permission) to use All Reasonable Endeavours to obtain a Satisfactory Planning Permission. Where:
 - (i) the Authority confirms in writing that in its opinion, the Provider is complying with its obligations in this clause 10.1 (Provider to Obtain Planning Permission) to use All Reasonable Endeavours; or
 - (ii) the Provider has made a request pursuant to this clause 10.1(f) (Provider to Obtain Planning Permission) and the Authority has failed to respond to such request in accordance with this clause 10.1(f) (Provider to Obtain Planning Permission) within ten (10) Business Days,

the Provider may be considered to have used All Reasonable Endeavours up until the date of the Provider's request pursuant to this clause 10.1(f) (Provider to Obtain Planning Permission) only. In the event that any information subsequently comes to the attention of the Authority which suggests that the Provider has failed to use All Reasonable Endeavours any such written confirmation provided by the Authority pursuant to 10.1(f)(i) (Provider to

Obtain Planning Permission) or failure to provide written confirmation pursuant to 10.1(f)(ii) (Provider to Obtain Planning Permission) shall be disregarded.

10.2 Meaning of All Reasonable Endeavours

- (a) For the purposes of this clause 10 (Planning), "All Reasonable Endeavours" means that:
 - (i) the Provider shall in relation to any Planning Application made in the name of the Provider incur such expenditure and do (or procure) all other things reasonably necessary (including the commencement and prosecution or defence of Proceedings in accordance with and subject to the provisions hereof) and in doing so shall exercise all proper care and skill to secure or procure the grant of the relevant Planning Permission;
 - (ii) the Provider shall (subject to clause 10.4 (Excess Costs)) meet the costs of any Proceedings such costs to include the cost of instructing Leading Counsel (including for the purposes of deciding whether to initiate or pursue Proceedings) and securing the services of any expert witnesses considered necessary for the purpose of such Proceedings;
 - (iii) the Provider shall provide forthwith copies to the Authority of all instructions (including enclosures) given to Leading Counsel and opinions received from Leading Counsel relating to such Proceedings in respect of any Planning Permission sought. The Authority's Representative shall be entitled to attend any conference with Leading Counsel and the Provider shall endeavour when arranging such conference to agree a convenient time for attendance by the Authority's Representative; and
 - (iv) the Provider shall comply with the provisions of clause 10A (Architectural Enhancements) in respect of Enhancements and Architectural Enhancements.

10.3 Proceedings

- (a) If in respect of the WTF, the relevant Planning Authority:
 - (i) resolves to or is minded to grant permission for a Planning Application and that Planning Application is called-in by the Secretary of State under section 77 of the Planning Act; or
 - (ii) refuses to grant permission for a Planning Application (including any refusal on any re-determination of a Planning Application following the quashing of a decision to grant permission for such Planning Application) or there is a Deemed Refusal; or
 - (iii) grants permission for a Planning Application which is not a Satisfactory Planning Permission in circumstances where the Authority and the Provider agree (or are unable to agree and it is determined pursuant to

clause 63 (Dispute Resolution)) that Proceedings may secure a Satisfactory Planning Permission; or

- (iv) grants permission for a Planning Application in respect of which any condition or requirement is imposed which is unreasonable in the Provider's reasonable opinion,

the Provider shall take the opinion of Leading Counsel as to the merits of pursuing any Proceedings.

- (b) If Leading Counsel advises the Provider that there is a greater than 50% prospect of success in pursuing any Proceedings in order to obtain a Satisfactory Planning Permission the Provider shall seek the approval of the Authority to institute such Proceedings, which the Authority shall not unreasonably withhold or delay and if such approval is granted the Provider shall pursue or defend the same until determination of such Proceedings unless subsequently in accordance with clause 10.3(d) the Authority directs that such Proceedings shall cease to be pursued.
- (c) At any reasonable time after the commencement of any Proceedings in relation to any Planning Permission, the Authority may require the Provider to take (or the Provider may take (subject to notifying the Authority of such intention)) the opinion of Leading Counsel as to the merits of continuing to pursue such Proceedings and such opinion shall be made available to the Authority as soon as reasonably practicable.
- (d) In the event that Leading Counsel advises under clause 10.3(b) or subsequently under clause 10.3(c) that there is a 50% or less than 50% prospect of success the Authority will by serving written notice on the Provider on or before a date twenty-eight (28) days from the receipt by the Authority of the advice of Leading Counsel either:
 - (i) direct that the Provider shall not pursue or shall cease to pursue the relevant Proceedings;
 - (ii) direct that the Provider institutes or continues the relevant Proceedings, and such a direction shall be treated as an approval to those Proceedings given pursuant to clause 10.3(b).
- (e) If the Authority (acting reasonably in all cases):
 - (i) does not give such approval to any Proceedings; or
 - (ii) directs that the Provider should cease to pursue such Proceedings,

the Provider may still institute or continue to pursue those Proceedings, subject to service of prior written notice of its intention to do so upon the Authority within twenty-eight (28) days of receipt of the Authority's notice under clauses 10.3(d) and the Provider will bear all the costs of instituting or continuing to pursue those Proceedings which it incurs from the point at which the Authority serves notice pursuant to clause 10.3(d) and clause 10.4 (Excess Costs) and clause 10.6 (Costs Awarded in Proceedings) will not apply to those costs and

such written notice shall include the Provider's undertaking confirming the same.

- (f) The Provider shall be entitled, in its absolute discretion, to cease to pursue any Proceedings which it institutes or continues pursuant to clause 10.3(e) (approval being withheld or a direction having been given to the contrary) and in respect of which it has undertaken to bear the costs pursuant to clause 10.3(e).

10.4 Excess Costs

The amount the Authority shall indemnify the provider removed on the grounds of commercial sensitivity – EIR exception 12(5)e

- (a) The Provider will bear all costs of any Proceedings (including for the avoidance of doubt the costs of obtaining any Leading Counsel's opinion under clauses 10.3(a), 10.3(b) and 10.3(c) (Proceedings)) and the Authority shall indemnify the Provider for X% of all amounts reasonably and prudently spent or contracted to be spent in the proper and diligent conduct of the Proceedings (the “Excess Costs”) provided that:
 - (i) the Provider shall within twenty-eight (28) days of the notification of a call-in or the decision to refuse Planning Permission or Deemed Refusal or the grant of the Planning Permission as the case may be, provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) a detailed estimate of the likely cost of such Proceedings including a detailed breakdown of the estimated costs of legal fees and all other professional fees and other disbursements together with details of all the legal and other professional advisers that the Provider proposes to employ and shall at no time incur any costs above the said estimate or employ any additional or alternative legal or professional advisers without the further approval of the Authority (such approval not to be unreasonably withheld or delayed); and
 - (ii) the Provider shall use all reasonable endeavours to ensure that the costs of the Proceedings are kept to the minimum extent prudent and reasonable at all times.

10.5 Reimbursement of Excess Costs

- (a) Where the Authority is required to indemnify the Provider pursuant to clause 10.4 (Excess Costs) for Excess Costs the Authority shall reimburse the Provider such Excess Costs subject to the Provider providing satisfactory evidence to the Authority of such Excess Costs reasonably and properly incurred through any one of the following means the choice of such means to be in the Authority's absolute discretion:
 - (i) by way of an adjustment to the Unitary Charge for all or some part of the remainder of the Service Period; or
 - (ii) by way of a lump sum payment made in one or more instalment together with an adjustment to the Unitary Charge; or

- (iii) by way of a lump sum payment made in one or more instalment in respect of the whole amount.
- (b) Should the Authority specify the means by which any such Excess Costs are to be paid, and so request in writing the Provider shall provide such breakdown of costs as is reasonably practicable for each of the specified methods of payment.

10.6 Costs Awarded in Proceedings

If the Authority has indemnified the Provider for its costs in respect of any Proceedings pursuant to clause 10.5 (Reimbursement of Excess Costs) any costs awarded to the Provider in those Proceedings shall be paid to the Authority in full up to the amount equal to the Excess Costs and where those costs exceed an amount equal to the Excess Costs the balance shall be retained by the Provider and all payments to the Authority shall be by way of a lump sum payment within twenty eight (28) days of the Provider receiving such costs to which they relate.

10.7 Interim Services

- (a) In the event that the Planned WTF Commencement Date occurs after 1 March 2013, the Provider shall provide the Interim Services in accordance with this clause 10.7 (Interim Services).
- (b) Where the Provider is required, pursuant to clause 10.7(a) to provide the Interim Services the Provider shall during the Interim Services Period perform the Interim Services and the Authority shall pay the Interim Services Payment in accordance with the provisions of Schedule 34 (Interim Services Plan and Run-Out Services Plan).

10.8 Satisfactory Planning Permission

- (a) Where by the Planning Longstop Date the Provider obtains a Satisfactory Planning Permission or an Unsatisfactory Planning Permission where the Authority has served an Authority Notice of Change to enable the Provider either to comply with the Unsatisfactory Planning Permission without being in breach of this Contract or to render compliance with the relevant part of the Unsatisfactory Planning Permission unnecessary or to render the Unsatisfactory Planning Permission a Satisfactory Planning Permission it shall after the Challenge Period (if any) relating to the Satisfactory Planning Permission has elapsed provided that a Satisfactory Planning Permission remains intact at the end of the Challenge Period proceed to or implement the Satisfactory Planning Permission at the Site of the WTF provided that the Authority may by written notice require the Provider so to proceed without allowing the relevant Challenge Period to elapse in which case the provisions of clause 10.14 (Challenge Period) shall apply.
- (b) As soon as reasonably practicable and in any event within fifteen (15) Business Days after issue of the Planning Permission for the WTF the Provider shall provide to the Authority a copy of the Planning Permission and will notify the Authority in writing whether or not the Provider considers the Planning Permission is a Satisfactory Planning Permission or is an Unsatisfactory

Planning Permission.

- (c) If the Provider considers that the Planning Permission for the WTF is an Unsatisfactory Planning Permission it shall provide within five (5) Business Days of the issue of the notice given pursuant to clause 10.8(b) to the Authority:
 - (i) full details of the grounds for such opinion; and
 - (ii) an indication of what action could be taken (if any) by the Provider or the Authority to enable the Provider to comply with the Planning Permission without being in breach of this Contract which would be such as to render it a Satisfactory Planning Permission or render compliance with such Unsatisfactory Planning Permission unnecessary including without limitation:
 - (A) Proceedings; or
 - (B) the issue of an Authority Notice of Change to vary the Works or Services.
- (d) If the Provider fails to provide the notice pursuant to clause 10.8(b) within fifteen (15) Business Days after issue of the Planning Permission the Planning Permission shall be deemed to be a Satisfactory Planning Permission.
- (e) If the Provider notifies the Authority that the Planning Permission is a Satisfactory Planning Permission or such a Planning Permission is deemed to be a Satisfactory Planning Permission in accordance clause 10.8(d) then the provisions of clause 10.8(a) shall apply.
- (f) If the Provider notifies the Authority that the Planning Permission is an Unsatisfactory Planning Permission the Authority shall, within fifteen (15) Business Days of receipt of the notice given pursuant to clause 10.8(c) notify the Provider in writing whether or not the Authority accepts that the Planning Permission is an Unsatisfactory Planning Permission and whether they accept the action indicated by the Provider in the notice served pursuant to clause 10.8(c) and in particular whether Proceedings will be likely to secure a Satisfactory Planning Permission having regard to the grounds given by the Provider in the notice served pursuant to clause 10.8(c).
- (g) If the Authority does not accept within the time set out in clause 10.8(f) or is deemed to not accept because it has not notified to the Provider within the time set out in clause 10.8(f) that the Planning Permission is an Unsatisfactory Planning Permission the matter may be referred at the instance of either party for determination by an expert under clause 63 (Dispute Resolution) as to whether the Planning Permission is a Satisfactory Planning Permission or Unsatisfactory Planning Permission.
- (h) If the Authority accepts in accordance with clause 10.8(f) or it is determined pursuant to clause 10.8(g) that the Planning Permission is an Unsatisfactory Planning Permission and the Parties agree that Proceedings will not be likely to secure a Satisfactory Planning Permission the Authority may:

- (i) subject to this clause 10.8(h)(i) within thirty (30) Business Days after it is accepted by the Authority pursuant to clause 10.8(f) or it is determined that a Planning Permission is an Unsatisfactory Planning Permission in accordance with clause 10.8(g) issue an Authority Notice of Change in respect of the Works or Services or other actions required to enable the Provider to comply with the terms of the Planning Permission which render it an Unsatisfactory Planning Permission without being in breach of this Contract or to render it a Satisfactory Planning Permission or render compliance with such Unsatisfactory Planning Permission unnecessary; or
 - (ii) require the Provider to prepare a Revised Project Plan in respect of either the Waste Treatment Services or in respect of all of the Services, in which case the provisions of clause 10.10 (Revised Project Plan) shall apply and the provisions of clause 10.9 (Failure to Obtain Planning Permission) shall cease to apply.
- (i) If the Authority:
- (i) does not issue the Authority Notice of Change within the time set out in clause 10.8(h)(i); or
 - (ii) withdraws or is deemed to have withdrawn the Authority Notice of Change issued pursuant to clause 10.8(h)(i) in accordance with clause 55 (Change in Service) respectively;

then the Provider shall prepare a Revised Project Plan in which case the provisions of clause 10.10 (Revised Project Plan) shall apply and the provisions of clause 10.9 (Failure to Obtain Planning Permission) shall cease to apply.

- (j) If the Authority accepts or it is determined pursuant to clause 10.8(g) that the Planning Permission is an Unsatisfactory Planning Permission and the Parties agree or if the Parties are unable to agree and either Party wishes to have determined whether Proceedings may secure a Satisfactory Planning Permission the Parties shall seek the opinion of Leading Counsel pursuant to clause 10.3 (Proceedings) and the provisions of clause 10.4 (Appeal Costs) shall apply and if Proceedings are not instituted or if instituted are withdrawn or determined leaving in place an Unsatisfactory Planning Permission the Authority may either issue an Authority Notice of Change or require the Provider to prepare a Revised Project Plan pursuant to clause 10.8(i).

10.9 Failure to Obtain Planning Permission

- (a) At the earlier of:
 - (i) the date when the Parties reasonably conclude and agree that it will not be possible to obtain a Satisfactory Planning Permission for the WTF by the relevant Planning Longstop Date;
 - (ii) the relevant Planning Longstop Date where at such date the Provider has failed to obtain the Satisfactory Planning Permission;

- (iii) unless the Parties agree otherwise, the date at which Leading Counsel advises under clause 10.3 (Proceedings) that there is a 50% or less than 50% prospect of success in pursuing or continuing to pursue any Proceedings and obtaining a Satisfactory Planning Permission, save where the Authority directs or the Provider chooses to initiate or continue to pursue those Proceedings under clause 10.3 (Proceedings) in which case clauses 10.9(a)(i), 10.9(a)(ii), 10.9(a)(iv) or 10.9(a)(v) shall apply;
- (iv) unless the Parties agree otherwise, the date at which Proceedings have been finally determined (including any withdrawal of the same) and a Satisfactory Planning Permission has not been obtained; or
- (v) the date when the Authority elects under clause 10A.2(d)(iii) (Architectural Enhancements) to refuse any Architectural Enhancement required to obtain any Planning Permission or imposed by any Planning Permission (or associated Planning Obligation);

then (provided that the Provider has complied with its obligations under clause 10.1 (Provider to obtain Planning Permission), the Authority shall by notice in writing advise the Provider:

- (vi) that the Authority wishes to terminate the Waste Treatment Services in isolation from the remaining Project Operations under clause 10.12 (Termination as a Result of Planning Failure) and requires the Provider to provide the Run-Out Services, in which case the provisions of clause 10.12 (b) shall apply; or
- (vii) that the Authority wishes the Provider to propose a Revised Project Plan in respect of either the Waste Treatment Services or all of the Services pursuant to clause 10.10 (Revised Project Plan) and clause 10.10 (Revised Project Plan) shall apply.

10.10 Revised Project Plan

- (a) If pursuant to clause 10.8(h)(ii) (Satisfactory Planning Permission) or 10.9(a)(vii) (Failure to Obtain Planning Permission) the Provider is requested to propose a Revised Project Plan then the Provider shall provide, in accordance with the provisions of this clause 10.10 (Revised Project Plan) a Draft Revised Project Plan in writing to the Authority within three (3) months of being requested to do so.
- (b) In preparing the Draft Revised Project Plan the Provider shall act in good faith and comply with Good Industry Practice with the objective of ensuring that it obtains best value for money for the Authority (taking into account all relevant circumstances including the requirement that the Provider should be no worse off as a result of the implementation of the Revised Project Plan) when procuring any works, services, supplies, materials or equipment required in relation to the Revised Project.
- (c) The Draft Revised Project Plan shall set out:

- (i) the proposed technical solution(s) for the Revised Project;
- (ii) a project plan for the Revised Project covering the same or similar issues as the Works Development Plan and Services Delivery Plan insofar as such issues are relevant to the Revised Project;
- (iii) the proposed length of time and programme for the obtaining any Necessary Consents;
- (iv) the Provider's opinion regarding the likelihood of being able to obtain the relevant Necessary Consents;
- (v) the interest(s) in land required for the Revised Project;
- (vi) the Revised Project Plan Costs for the delivery of the Revised Project;
- (vii) the Provider's opinion as to the changes in the risk profile required as a result of the Revised Project;
- (viii) details of the relief required by the Provider from its obligations under the Contract;
- (ix) amendments required to the Contract and any Project Documents and whether any related contracts are required;
- (x) any impact of the Revised Project on the provision of the Works and Services other than those which are the subject of the Revised Project Plan;
- (xi) proposed acceptance tests for certification of completeness for any required works;
- (xii) any impact on the Planned WTF Effective Date or any of the Operations Commencement Dates in relation to any of the Project Facilities;
- (xiii) outline works development plans and/or service delivery plans or any amendments to the existing Works Development Plans and/or other Provider's Proposals as the case may be;
- (xiv) details of insurance arrangements required to cover any risks associated with the Revised Project;
- (xv) the Provider's opinion as to the compliance with Legislation of the draft Revised Project Plan;
- (xvi) how the Provider intends to finance the Revised Project; and
- (xvii) details of how the Provider will dispose of the Contract Waste during the carrying out of the Revised Project Plan and the costs of such disposal shall be included in the Revised Project Plan Costs.

- (d) The Provider and the Authority shall during the period of six (6) months from the receipt by the Authority of the draft Revised Project Plan discuss and seek to agree each and every element of the draft Revised Project Plan including:
 - (i) the provision of evidence that the Provider has used reasonable endeavours (including (where practicable) the use of competitive quotes) to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
 - (ii) demonstrating how any Capital Expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, foreseeable Changes in Law at that time have been taken account of by the Provider; and
 - (iii) demonstrating that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Revised Project Plan, has been taken into account in the amount which in its opinion has resulted or is required under clause 10.10(c)(vi) (Revised Project Plan).
- (e) In any discussions which take place pursuant to clause 10.10(d) the Authority may:
 - (i) suggest modifications to the draft Revised Project Plan provided that the Provider shall not be obliged to take account of any such suggested modifications; or
 - (ii) require the Provider to seek and evaluate competitive tenders for the relevant capital works.
- (f) If the Provider either accepts (such acceptance shall be at the sole discretion of the Provider) any modifications suggested by the Authority or there are any amendments to the draft Revised Project Plan following any competitive tenders for the relevant capital works in each case as arise pursuant to clause 10.10(e) then the Provider shall, as soon as reasonably practicable following either the acceptance by the Provider of any modifications or following the completion of any competitive tender, notify the Authority of any consequential changes to the draft Revised Project Plan.
- (g) The Authority shall by notice in writing from the Authority within six (6) months of receipt of the draft Revised Project Plan pursuant to clause 10.10(a) either:
 - (i) accept the draft Revised Project Plan and the Parties shall proceed to implement the Revised Project Plan in accordance with clause 10.11 (Implementation of Revised Project Plan) and the Parties shall execute such legal documentation as agreed pursuant to clause 10.10(d) to give effect to the Revised Project including the amendments to the Unitary Charge to reflect the Revised Project Plan Costs; or
 - (ii) reject the Revised Project Plan and advise the Provider that the Authority wishes to terminate the Waste Treatment Services from this

Contract in isolation from the remaining Project Operations under clause 10.12 (Termination as a Result of Planning Failure) and requires the Provider to provide Run-Out Services in which case the provisions of clause 10.12(c) shall apply,

provided that in the event that the Authority fails to notify the Provider of its choice within the required time then the Authority shall be deemed to have rejected the Revised Project Plan and in the case of rejection or deemed rejection the provisions of clause 10.12 (Termination as a Result of Planning Failure) shall apply.

10.11 Implementation of Revised Project Plan

In the event that the Authority accepts the Revised Project Plan the Provider shall implement the provisions of such Revised Project Plan in accordance with its terms.

10.12 Termination as a Result of Planning Failure

(a) If:

- (i) the provisions of this clause 10.12 (Termination as a Result of Planning Failure) apply pursuant to clause 10.9(a)(vi), 10.10(g)(ii) (Revised Project Plan); or
- (ii) the Authority rejects or is deemed to have rejected the Revised Project Plan pursuant to clause 10.10(g),

then the Provider (provided it has complied with its obligations under clause 10.1 (Provider to obtain Planning Permission) to use All Reasonable Endeavours to obtain Satisfactory Planning Permission) or the Authority may serve notice on the other Party terminating the Waste Treatment Services from this Contract in isolation from the remaining Project Operations. In the event of a notice of termination served pursuant to this clause 10.12(a), the Waste Treatment Services shall be terminated in isolation from the remaining Project Operations on the Run Out Services End Date and the Authority shall not be obliged to make any compensation payment to the Provider and the provisions of clause 51A.2 (Effect of Termination of Waste Treatment Services) shall apply.

- (b) For the period from the notice issued pursuant to clause 10.12(a) until the Run Out Services End Date the Provider shall provide the Run Out Services and the Authority shall pay the Run Out Services Payment in accordance with the provisions of 34 (Interim Services Plan and Run Out Services Plan).

10.13 Delays and Extensions of Time

- (a) If at the Planned WTF Effective Date the Provider (using All Reasonable Endeavours to obtain Planning Permission) has not obtained a Satisfactory Planning Permission for the WTF the Provider shall continue to comply with its obligations to use All Reasonable Endeavours to obtain the relevant Satisfactory Planning Permission (unless and until those obligations shall cease to apply in accordance with clauses 10.9 (Failure to Obtain Planning

Permission) or 10.12 (Termination of Contract as a Result of Planning Failure)) and if the Provider shall have obtained a Satisfactory Planning Permission the Provider shall promptly so notify the Authority and within ten (10) Business Days:

- (i) demonstrate to the Authority the delay (if any) in mobilisation and commencement of the construction of the WTF by reference to the Works Programme;
- (ii) propose to the Authority:
 - (A) a revised Works Programme for the WTF; and
 - (B) a revised Planned WTF Commencement Date(together “**Revised Project Dates**”).
- (b) The Authority and the Provider shall seek to agree the Revised Project Dates as soon as possible and in doing so shall agree the Revised Project Dates which are fair and reasonable in the circumstances having regard to the extent of the delay and in reaching such agreement shall:
 - (i) disregard any delay caused by a breach, neglect or default of the Provider; and
 - (ii) take account of the extent to which the Provider should be able, by acting in accordance with Good Industry Practice (and without being required to expend any sums), to mitigate the consequences of delay.
- (c) In default of delivery of the Revised Project Dates in accordance with clause 10.13(b) or default of agreement of the Revised Project Dates within ten (10) Business Days of delivery of such proposed Revised Project Dates, the Revised Project Dates shall be determined at the instance of either party in accordance with clause 63 (Dispute Resolution).
- (d) Once agreed or determined the Works Programme and all relevant dates included in this Contract shall be amended to reflect the Revised Project Dates.
- (e) If the Planned WTF Commencement Date is no later than the 31 March 2014 then notwithstanding any other provision of this Contract, for every complete thirty (30) day period after 1 April 2013 until the earlier of:
 - (i) 31 March 2014; or
 - (ii) the revised Planned WTF Commencement Date (agreed by the Parties or determined pursuant to this clause 10.13 (Delays and Extensions of Time))

Information about extensions to contract period or adjustments in charges removed on the grounds of commercial sensitivity – EIR exception 12(5)e

- (f) If the Planned WTF Commencement Date is after the 31 March 2014 then notwithstanding any other provision of this Contract, for every complete thirty (30) day period after 1 April 2013 until the earlier of:
- (i) 31 January 2015; or
 - (ii) the revised Planned WTF Commencement Date (agreed by the Parties or determined pursuant to this clause 10.13 (Delays and Extensions of Time))

Information about extensions to contract period or adjustments in charges removed on the grounds of commercial sensitivity – EIR exception 12(5)e

10.14 Challenge Period

Where the Authority directs the Provider to proceed to implement a Satisfactory Planning Permission without allowing the Challenge Period to elapse in respect of any relevant decision pursuant to clause 10.8 (Satisfactory Planning Permission) and a challenge is instituted within the Challenge Period the Authority shall indemnify and keep indemnified the Provider for all costs, losses, expenses and liabilities reasonably and properly incurred up to the point at which such challenge is finally determined and the Provider shall mitigate such costs, losses, expenses and liabilities provided that any indemnification of any costs, losses, expenses or liabilities shall be calculated on the basis that the Provider should be in no better or no worse position than it would have been in had such costs, losses, expenses or liabilities not arisen.

10.15 Bridgnorth IWMF

The Parties shall comply with their respective obligations in Schedule 18 (Bridgnorth IWMF Protocol) in relation to the development of the Bridgnorth IWMF.

10.16 IVC Facility

The Parties shall comply with their respective obligations in Schedule 45 (In Vessel Composting Development Protocol) in relation to the development of the IVC.

10A ARCHITECTURAL ENHANCEMENTS

10A.1 Enhancements

- (a) Pursuant to clause 10.1 (Provider to Obtain Planning Permission), the Provider is obliged to use All Reasonable Endeavours to obtain a Satisfactory Planning Permission provided that (notwithstanding any other provision of clause 10 (Planning)) in respect of Enhancements and Architectural Enhancements the provisions of clause 10A.1(b) below shall apply.
- (b) For the avoidance of doubt, the obligation of the Provider to use All Reasonable Endeavours pursuant to clause 10.1 shall in respect of any Enhancement (including any Architectural Enhancement) be interpreted as follows:

- (i) where any Enhancement is indicated to the Provider in the circumstances identified in limb (a) of the definition of Enhancement:
 - (A) to use All Reasonable Endeavours to negotiate with the Planning Authority for the removal, modification or mitigation of the Enhancement;
 - (B) subject to clause 10.1(e) to exercise its discretion (in accordance with Good Industry Practice) as to whether to submit any Planning Application with the relevant Enhancement incorporated in whole or part or at all;
 - (C) subject to clause 10.1(e) to exercise its discretion (in accordance with Good Industry Practice) as to whether to modify or vary or add to any existing Planning Application as between submission and determination or during any Proceedings in relation to any Planning Application or Planning Permission or Planning Obligation.
- (ii) Where any Enhancement is indicated to the Provider in the circumstances identified in limb (a) of the definition of Enhancements or is required or imposed by any Planning Permission or Planning Obligation as provided for in limb (b) of the definition of Enhancements to assess (with the Building Contractor) the impact of any Enhancement proposed as soon as may be reasonably practicable after its confirmation by the Planning Authority provided that the Provider's obligations under this Contract to use All Reasonable Endeavours and in respect of the Works Programme will be qualified by the reasonable additional time required to appraise and evaluate proposed Enhancements and any mitigation thereof.
- (c) Subject to the provisions of clauses 10A.2 and 10A.3 applying, it is acknowledged that the Provider shall bear all costs of any Architectural Enhancements which are imposed up to the limit of the Capital Cost Contingency.

10A.2 Architectural Enhancements

- (a) If and to the extent that the Provider becomes aware that an Architectural Enhancement is likely to cause the Provider to incur costs in excess of the Capital Cost Contingency at any time before proceeding to submit or re-submit a Planning Application or implement conditions or Planning Obligations attached to a Planning Permission, then the following provisions of this clause 10A.2 shall apply.
- (b) Without limiting in any way the application of the provisions of clause 10A.2(c) and clause 10A.3 (Excess Capital Costs above the Capital Costs Contingency) as soon as reasonably practicable and in any event within twenty-eight (28) Business Days of becoming aware that the Architectural Enhancement is likely to be imposed which may cause the Provider to incur Excess Capital Costs the Provider shall give to the Authority.

- (i) details of the nature of the Architectural Enhancement;
 - (ii) details of the divergence from the Basic Design Proposal for the WTF;
 - (iii) a provisional (non binding) estimate of the cost impact of the Architectural Enhancement in writing to include the reasons why such Excess Capital Costs are required in addition to the baseline costs for the WTF set out in Schedule 10 (Architectural Enhancements)
 - (iv) an indication of the steps which the Provider proposed to take and has taken under clause 10A.1(b) in respect of the Architectural Enhancements; and
 - (v) the Provider's proposals to mitigate the impact of the Architectural Enhancement;
- (c) In the event that (whether or not identified by the Provider pursuant to clause 10A.2(b) above) an Architectural Enhancement is required or imposed by any Planning Permission (or associated Planning Obligations) after submission of the Planning Application in the circumstances referred to in limb (b) of the definition of Enhancement then the Provider shall:
- (i) as soon as reasonably practicable and in any event within fifteen (15) Business Days of the issue of the Planning Permission concerned (or if appropriate the notification of the Architectural Enhancement by other means) provide to the Authority the information referred to in clause 10A.2(b) (whether by way of confirmation of previously provided information or otherwise);
 - (ii) within twenty-eight (28) Business Days of receipt by the Authority of the notice referred to in clause 10A.2(c)(i) above or such longer period as may be reasonable having regard to the nature and extent of the Architectural Enhancement proposed, give full details of the Excess Capital Costs to be claimed by the Provider, such details to include a comparison against the baseline construction costs for the WTF set out in Schedule 10 (Architectural Enhancements) and to be supported by way of evidence from an appropriately qualified and independent Quantity Surveyor; and
 - (iii) within the notice to be served by Provider pursuant to clause 10A.2(c)(ii) the Provider shall demonstrate that:-
 - (A) the Architectural Enhancements are a divergence from the Basic Design Proposal for the WTF;
 - (B) the Architectural Enhancements cannot reasonably be accommodated within the Capital Cost Contingency by mitigation measures and/or variations to other elements of the design and/or specification of the WTF; and
 - (C) the Architectural Enhancements will cause the Provider to incur the Excess Capital Costs claimed and that any such Excess

Capital Costs claimed are in addition to the baseline construction costs for the WTF set out in Schedule 10 (Architectural Enhancements).

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10A.3 Excess Capital Costs above the Capital Cost Contingency

- (a) In the event that the Authority has accepted the Architectural Enhancement under clause 10A.2(d)(i) then the Authority shall as provided for in clause 10A.2(d) reimburse the Provider such Excess Capital Costs incurred through any one or a combination of two or more of the following means the choice of such means to be in the Authority's absolute discretion:
- (i) by way of an adjustment to the Unitary Charge for all or some part of the remainder of the Contract Period; and/or
 - (ii) by way of a lump sum payment made in one or more instalment in respect of the whole amount; and/or

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- (iii) by way of an extension to the Contract Period of **x days** for each **£ x** of Excess Capital Costs,

such Excess Capital Costs and any costs of financing them (in the event that the Authority does not reimburse them as and when they are incurred) being calculated in accordance with the provisions of clause 68 (Financial Adjustments) and Schedule 37 (Unitary Charge Adjustment Protocol).

- (b) Should the Authority specify the means by which any such Excess Capital Costs are to be paid, and so request in writing the Provider shall provide such breakdown of costs as is reasonably practicable for each of the specified methods of payment.

10A.4 Dispute Resolution

In the event that the Parties fail to agree any matters in relation to this clause 10A (Architectural Enhancements) the provisions of clause 63 (Dispute Resolution) shall apply.

PART 3 - TRANSITIONAL ARRANGEMENTS

11 THE WORKS

11.1 Obligation to Carry Out

The Provider shall or shall procure that the Building Contractor shall carry out the design (including the preparation of Design Data) and the construction, completion, commissioning and testing of the Works so that:

- (a) each Project Facility shall achieve Works Completion on or before the Planned Operations Commencement Date specified in the Works Programme for that Project Facility;
- (b) the Works fully comply with and meet all the requirements of this Contract, the Specification, the Provider's Proposals, Good Industry Practice, Guidance, all Necessary Consents and all applicable Authority's Policies and Legislation;
- (c) new or equivalent standard recycled materials only will be used in carrying out the Works (unless the Authority agrees otherwise in writing) and all goods used or included in the Works will be of satisfactory quality, and there will be used or included in the Works none of those products and materials which possess the characteristics listed in paragraph 2.6 of Schedule 2 (Specification) nor any products or materials not in conformity with relevant British or European Union Standards or codes of practice which at the time of use are widely known to building contractors or members of the relevant design profession within the European Union to be deleterious to health or safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used;
- (d) all persons employed in connection with the performance of the Works will be skilled and experienced in their several professions, trades and callings or adequately supervised;
- (e) all aspects of the Works will be supervised by sufficient numbers of persons having adequate knowledge of such matters for the satisfactory and safe performance of the Works in accordance with this Contract and having regard to the activities which are carried on at the Project Facilities;
- (f) the Works are maintained in good order, kept in a safe condition and protected from damage, and working areas of the Sites are secure against trespassers and clean and tidy so far as practicable having regard to the nature of the Works; and
- (g) adequate retaining and supporting walls are provided to support any adjoining property during the carrying out of the Works.

11.1A Without prejudice to the operation of Schedule 7b (Performance and Unavailability Framework), a breach of clause 11.1(a) shall not:

- (a) entitle the Authority to claim liquidated damages or general damages; or

- (b) be capable of giving rise to a Provider Default under limbs (a) or (b) of the definition of Provider Default.

11.2 Works Stipulations

During the carrying out of the Works the Provider shall and shall procure that the Building Contractor and any Building Sub-Contractor shall:

- (a) not use or occupy or permit the Sites to be used or occupied for any purpose other than carrying out the Works providing the Services and/or performing any other activity contemplated by the terms of this Contract;
- (b) not deposit or manufacture or permit to be deposited or manufactured on the Sites or any land upon which the Works are being undertaken any materials which are not required for the carrying out of the Works and/or Services;
- (c) not sell or dispose of any earth, clay, sand, gravel, chalk or other material from the Sites or any land upon which the Works are being undertaken or permit or suffer the same to be removed, except so far as shall be necessary for the proper execution of the Works, without the consent of the Authority which shall not be unreasonably withheld;
- (d) at the Provider's sole cost transport all surplus materials arising from the Works and arrange for the tipping of the same at such places as may lawfully be used for tipping and the Provider shall ensure that such materials will not cause or give rise to pollution of the environment as defined by section 29(3) Environmental Protection Act 1990;
- (e) not permit or suffer the storage of materials in the immediate external vicinity of the boundaries of the Sites by the Provider, the Building Contractor or any Building Sub-Contractor other than for reasonable periods necessary for loading and unloading or as set out in the Services Delivery Plan;
- (f) ensure that all vehicles leaving the Sites are adequately cleaned to prevent the deposit of waste materials and debris on the Adjoining Property and if any such material or debris is so deposited the Provider shall forthwith employ such measures as shall be necessary to remove the material and debris and to clean and reinstate the Adjoining Property to the reasonable satisfaction of the owners or occupiers of the Adjoining Property as the case may be;
- (g) not, in breach of any Legislation, permit any oil, grease or deleterious, dangerous, poisonous, explosive or radioactive matter to be discharged from the Sites into any rivers or any ditches or Service Media on the Sites and/or any Adjoining Property and shall not permit or suffer the blockage of any of such rivers, ditches and Service Media by reason of anything done or omitted on the Sites or any land upon which the Works are being undertaken, and shall comply at the Provider's expense with any requirements of the Environment Agency or any other Relevant Authority so far as such requirements relate to or affect the Works;
- (h) not gain access to and egress from the Sites except as contemplated by the Provider's Proposals;

- (i) not without the written consent of the Authority erect or permit or suffer to be erected on the Sites any temporary structure except site accommodation usual in connection with works of a like nature to the Works or as contemplated by the Provider's Proposals;
- (j) not erect or exhibit or permit or suffer to be erected or exhibited on any part of the Sites any signs or trade boards save those previously approved in writing by the Authority (such approval not to be unreasonably withheld or delayed);
- (k) take all necessary steps in accordance with Legislation with regard to ensuring the health and safety of all:
 - (i) occupants of the Sites;
 - (ii) individuals invited onto the Sites;
 - (iii) occupants of Adjoining Properties,
 is not adversely impacted upon by the undertaking of the Works; and
- (l) not carry out the Works in a manner which is likely to cause unnecessary disruption or nuisance to the occupants of any Adjoining Property.

12 PROJECT PROGRAMME

12.1 Provider's Obligation

The Provider shall ensure that the Works are undertaken strictly in accordance with the Works Development Programme.

12.2 Mobilisation Plan

The Provider shall during the Mobilisation Period act in accordance with the Mobilisation Plan.

13 REPRESENTATIVES AND LIAISON

13.1 Provider's Representative

The Provider shall employ a representative, the identity of whom will be subject to the prior approval of the Authority (such approval not to be unreasonably withheld or delayed), to act as the Provider's Representative in connection with the carrying out of the Works, the provision of the Services and generally in connection with this Contract.

13.2 Authority of Provider's Representative

The Provider's Representative shall have full authority to act on behalf of the Provider for all purposes of this Contract. The Authority shall be entitled to treat any act of the Provider's Representative in connection with this Contract as being expressly authorised by the Provider (save where the Provider has notified the Authority in

writing that such authority has been revoked) and the Authority shall not be required to determine whether any express authority has in fact been given.

13.3 Appointment of Successor

The Provider may terminate the appointment of the Provider's Representative at any time provided that prior to or immediately after the termination of the appointment it shall appoint a successor, the identity of whom will be subject to the prior approval of the Authority (such approval not to be unreasonably withheld or delayed).

13.4 Authority's Representative

The Authority shall appoint an individual to be the Authority's Representative and as such to liaise with the Provider's Representative, and shall keep the Provider informed of the identity from time to time of the Authority's Representative.

13.5 Authority of Authority's Representative

The Authority's Representative shall have full authority to act on behalf of the Authority for all purposes of this Contract. The Provider shall be entitled to treat any act of the Authority's Representative in connection with this Contract as being expressly authorised by the Authority (save where the Authority has notified the Provider that such authority has been revoked) and the Provider shall not be required to determine whether any express authority has in fact been given.

13.6 Liaison

The Parties shall give effect to the procedure set out in Schedule 11 (Liaison Procedure).

14 SITE MEETINGS

The Provider shall procure that representatives of the Authority are afforded an opportunity to attend site meetings relating to the progress and condition of the Works and (whether or not such representatives have attended) that a copy of the minutes of site meetings is promptly supplied to the Authority.

15 DESIGN AND DEVELOPMENT

15.1 Obligation to Finalise Design

The Provider shall develop and finalise the design and specification of the Works at each Project Facility and the Authority shall review the Reviewable Design Data in accordance with the Review Procedure and the provisions of this clause 15 (Design and Development).

15.1A Review of Basic Design Proposal

- (a) Without prejudice to clause 9.11 (Compliance with the Title Deeds) the Parties acknowledge the benefit of engaging with the owners and/or occupants of Adjoining Properties to the Battlefield Site in order to improve the Basic Design Proposal for the WTF. Any such improvement to the Basic Design

Proposal for the WTF shall be agreed between the Parties within two (2) months of the Commencement Date following which the Authority shall issue an Authority Notice of Change in accordance with clause 55.1 (Authority Changes).

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- (b) To the extent that any such improvement to the Basic Design Proposal agreed between the Parties pursuant to this clause 15.1A (Review of Basic Design Proposal) results in additional construction costs over and above the baseline construction costs set out in Schedule 10 (Architectural Enhancements) and any such additional costs shall be shared on the basis that x% shall be borne by Authority and x% shall be borne by the Provider.

15.2 **Submission of Reviewable Design Data**

The Provider shall submit the Reviewable Design Data and the design of any variations developed in accordance with clause 16 (Changes to the Provider's Proposals) to the Authority's Representative for review under the Review Procedure.

15.3 **No Construction prior to Review**

The Provider shall not commence or permit the commencement of the construction of the part or parts of the Works to which any Reviewable Design Data relate until it has submitted the relevant Reviewable Design Data for review and is entitled to proceed in accordance with the Review Procedure.

15.4 **Approved RDD**

With effect from the date on which any item of Reviewable Design Data is or becomes an Approved RDD Item in accordance with the Review Procedure, the Provider may proceed with the construction of the relevant part or parts of the Works (subject to the need to submit any associated Reviewable Design Data to review) in accordance with that Approved RDD Item.

15.5 **Review of Design Data**

The Provider shall allow the Authority's Representative at any time a reasonable opportunity to view any items of Design Data, which shall be made available to the Authority's Representative as soon as practicable following receipt of any written request from the Authority's Representative.

15.6 **Design Database**

The Provider shall, or shall procure that the Building Contractor shall establish and maintain a computerised design database of Design Data (including Reviewable Design Data). If the Authority's Representative is unable to access that design database remotely and/or print the contents of the design database, the Provider shall procure that it is made available for inspection and copying by the Authority's Representative or any person authorised by the Authority's Representative subject to such person agreeing to comply with such confidentiality obligations as may be reasonably required by the Provider and/or the Building Contractor.

15.7 Rectification of the Provider's Proposals

If it should be found that the Provider's Proposals do not fulfil the Authority's Requirements in relation to the Works, the Provider shall at its own expense amend the Provider's Proposals and rectify the Works or any part affected. Such amendment and rectification shall have the effect that:

- (a) the Provider's Proposals shall satisfy the Authority's Requirements; and
- (b) following the amendment or rectification the structural, mechanical and electrical performance of the relevant Project Facilities will be of an equivalent standard of performance to that set out in the Provider's Proposals prior to their amendment or rectification (for the purpose of comparison disregarding the fault which required the amendment or rectification to be made).

16 CHANGES TO THE PROVIDER'S PROPOSALS

16.1 Proposal to Vary the Provider's Proposals

Without prejudice to clause 15.7 (Rectification of the Provider's Proposals), the Provider shall be entitled to propose variations to the Provider's Proposals by submitting the relevant variation to the Authority for review under the Review Procedure.

16.2 Limitation

Unless otherwise agreed by the Authority, the Provider shall not be entitled to propose a variation to the Provider's Proposals (other than where necessitated by a Compensation Event, a Change of Law or as a direct consequence of an Authority Change or a variation to the Provider's Proposals which is implemented at the request of the Authority) which would delay the Planned Services Commencement Date and/or any Planned Operations Commencement Date or would lead to an increase in the Unitary Charge.

16.3 No Implementation without Consent

The Provider shall not implement any variation to the Provider's Proposals until the Authority consents or is deemed to have consented to the variation in accordance with the Review Procedure provided that in the case of a Change in Law, the Authority shall be deemed to have given such consent. Once consented to, a proposed variation will form part of the Provider's Proposals.

17 EXTENSIONS OF TIME

17.1 Notice

If at any time the Provider becomes aware that there will be or is likely to be a delay to the Operations Commencement Date for any Project Facility, the Provider shall as soon as reasonably practicable and in any event within twenty (20) Business Days of becoming aware of the likely delay give notice to the Authority to that effect specifying:

- (a) the reason for the delay or likely delay; and
- (b) an estimate of the likely effect of the delay to any Operations Commencement Date (taking into account any measures that the Provider proposes to adopt to mitigate the consequences of the delay in accordance with clause 17.3 (Duty to Mitigate)).

17.2 Supply of Information

Following service of a notice by the Provider pursuant to clause 17.1 (Notice), the Provider shall promptly supply to the Authority any further information relating to the delay which:

- (a) is received by the Provider; or
- (b) is reasonably requested by the Authority.

17.3 Duty to Mitigate

The Provider shall take all reasonable steps to mitigate the consequences of any delay which is the subject of a notice pursuant to clause 17.1 (Notice).

17.4 Time for Completion of the Works

If any anticipated failure to meet the Planned WTF Commencement Date or Planned Operations Commencement Date for any other Project Facility is notified to the Authority by the Provider as being in the Provider's reasonable opinion attributable to:

- (a) a Compensation Event, then the provisions of clause 17.5 (Delays due to a Compensation Event) shall apply;
- (b) a Relief Event, then the provisions of clause 53 (Relief Events) shall apply;
- (c) a Force Majeure Event, then the provisions of clause 40 (Termination on Force Majeure) shall apply;
- (d) an Authority Change, then the provisions of clause 55.1 (Authority Changes) shall apply;
- (e) a Qualifying Change in Law, then the provisions of clause 54 (Change in Law) shall apply; or
- (f) the discovery of antiquities and/or human remains at the Battlefield Site, then the provisions of clause 17.12 (Method of Calculating Compensation) shall apply.

17.5 Delays due to a Compensation Event

If, on or before the Operations Commencement Date for the WTF, as a direct result of the occurrence of a Compensation Event:

- (a) the Provider is unable to achieve Operations Commencement in respect of the WTF or any other Project Facility on or before the Planned WTF

Commencement Date in relation to the WTF or before the relevant Planned Operations Commencement Date for any other Project Facility;

- (b) the Provider is unable, following the Planned WTF Commencement Date to achieve Operations Commencement in respect of the WTF on or before the Long Stop Date;
- (c) the Provider is unable to comply with its obligations under this Contract; and/or
- (d) the Provider incurs costs or loses revenue,

then the Provider is entitled to apply for relief from its obligations and/or to claim compensation under this Contract.

17.5A If, after the Operations Commencement Date for the WTF, the Authority breaches any of its obligations under clause 37 (Ownership and Rights to Contract Waste) then a Compensation Event shall be deemed to have occurred and the Provider shall be entitled to apply for relief from its obligations and/or to claim compensation under this Contract.

17.6 Procedure for Relief and Compensation

To obtain relief and/or claim compensation the Provider must:

- (a) subject to clause 17.8 (Late Provision of Information) below as soon as practicable, and in any event within fifteen (15) Business Days after it became aware that the Compensation Event has caused or is likely to cause delay, breach of an obligation under this Contract and/or the Provider to incur costs or lose revenue, give to the Authority a notice of its claim for an extension of time for the Operations Commencement for the relevant Project Facility, payment of compensation and/or relief from its obligations under this Contract;
- (b) within ten (10) Business Days of receipt by the Authority of the notice referred to in clause 17.6(a) (Procedure for Relief and Compensation), give full details of the Compensation Event and the extension of time and/or any Estimated Change in Project Costs and/or loss of revenue claimed; and
- (c) demonstrate to the reasonable satisfaction of the Authority that:
 - (i) the Compensation Event was the direct cause of the Estimated Change in Project Costs and/or loss of revenue and/or any delay in the achievement of the Planned WTF Commencement Date and/or relevant Planned Operations Commencement Date and/or breach of the Provider's obligations under this Contract; or following the Planned WTF Commencement Date, delay in achieving Operations Commencement in respect of the WTF before the Long Stop Date; and
 - (ii) the Estimated Change in Project Costs and/or loss of revenue, time lost and/or relief from the obligations under this Contract claimed could not reasonably be expected to be mitigated or recovered by the Provider acting in accordance with Good Industry Practice.

17.7 Giving of Relief and Compensation

In the event that the Provider has complied with its obligations under clause 17.6 (Procedure for Relief and Compensation), then:

- (a) the relevant Planned Operations Commencement Date or, if relevant, the Long Stop Date, shall be postponed by such time as shall be reasonable for such a Compensation Event, taking into account the likely effect of the delay;
- (b) in the case of an additional cost being incurred or revenue being lost by the applicable Provider:
 - (i) on or before the Operations Commencement Date for the WTF; or
 - (ii) as a result of Capital Expenditure being incurred by the Provider at any time,

the Authority shall compensate the Provider for the Estimated Change in Project Costs as adjusted to reflect the actual costs reasonably incurred and, without double counting, for revenue actually lost (to the extent it could not reasonably have been mitigated) within thirty (30) Business Days of its receipt of a written demand by the Provider supported by all relevant information;

- (c) in the case of a payment of compensation for the Estimated Change in Project Costs and/or without double counting, loss of revenue that does not result in Capital Expenditure being incurred by the Provider referred to in clause 17.7 (Giving of Relief and Compensation) but which reflects a change in the costs being incurred by the Provider after the Operations Commencement Date for the WTF, the Authority shall compensate the Provider in accordance with clause 17.10 (Method of Calculating Compensation) by an adjustment to the Unitary Charge in accordance with clause 68 (Financial Adjustments and Schedule 37 (Unitary Charge Adjustment Protocol)); and/or
- (d) the Authority shall give the Provider such relief from its obligations under this Contract as is reasonable for such a Compensation Event.

17.8 Late Provision of Information

In the event that information is provided after the dates referred to in clause 17.6 (Procedure for Relief and Compensation), then the Provider shall not be entitled to any extension of time, compensation or relief from its obligations under this Contract in respect of the period for which the information is delayed.

17.9 Failure to Agree

If the Parties cannot agree the extent of any compensation, delay incurred, relief from the Provider's obligations under this Contract, or the Authority disagrees that a Compensation Event has occurred (or as to its consequences), or that the Provider is entitled to relief under clauses 17.5 (Delays due to a Compensation Event) to clause 17.7 (Giving of Relief and Compensation), the Parties shall resolve the matter in accordance with the Dispute Resolution Procedure.

17.10 Method of Calculating Compensation

Any payment of compensation referred to in clause 17.7 (Giving of Relief and Compensation) shall be calculated in accordance with clause 68 (Financial Adjustments).

17.11 Discovery of Antiquities or Human Remains

If the Provider notifies the Authority under clause 17.4(f) (Time for Completion of the Works) and subsequently fails to meet the Planned WTF Commencement Date due to a delay in the Works caused by the discovery of antiquities and/or human remains at the Battlefield Site as a result of the Provider having undertaken Works, a Compensation Event shall be deemed to have occurred and the Authority shall compensate the Provider for any actual costs incurred and, without double counting, for revenue actually lost, (to the extent it could not reasonably have been mitigated) through any one or a combination of two or more of the following means, the choice of such means to be in the Authority's absolute discretion:

- (a) an adjustment to the Unitary Charge for all or some part of the remainder of the Contract Period; and/or
- (b) a lump sum payment made in one or more instalments in respect of the whole amount; and/or
- (c) an extension to the Contract Period for any period of time up to the length of delay caused by the discovery of antiquities and/or human remains.

18 CDM REGULATIONS

18.1 Responsibility for Design

As between the Provider and the Authority, the Provider shall be entirely responsible for the safety of any design which forms part of the Works and for the adequacy, stability and safety of all site operations and methods of construction.

18.2 Provider as Client

For the purposes of the CDM Regulations the Provider acknowledges and accepts that the Project is a notifiable project and that the Provider is the client in respect of the Project and will fulfil the duties and obligations imposed on the client by the CDM Regulations.

18.3 Within ten (10) Business Days of the Commencement Date the Provider shall notify the Health and Safety Executive that the Project is a notifiable project and submit Form F10 to this effect.

18.4 The Provider warrants that it is competent to perform each and every duty imposed by the CDM Regulations on the client (as such term is defined in the CDM Regulations).

18.5 Duties under CDM Regulations

The Provider shall observe, perform and discharge and/or shall procure the observance, performance and discharge of all the obligations, requirements and duties arising under the CDM Regulations in connection with the Works.

18.6 Without prejudice to the Provider's duty to comply with Law, the Provider shall take all steps necessary to ensure the health and safety of all:

- (a) occupants of the Project Facilities;
- (b) individuals invited onto any of the Project Facilities operated by or on behalf of the Provider;
- (c) occupants of the Adjoining Properties; and
- (d) shall within three (3) months after the end of the construction phase of each Project Facility (as defined under the CDM Regulations) deliver to the Authority the health and safety file referred to in paragraph 20(2)(e) of the CDM Regulations.

18.7 All aspects of the Works will be supervised by sufficient members of persons having adequate knowledge of such matters for the satisfaction and safe performance of the Works in accordance with this Contract.

19 THE SITES

19.1 Access

If at any time the Provider requires access to the Sites or any interest in any land which does not form part of the Sites or any additional rights beyond those which the Provider has in relation to any part of the Sites, the responsibility and cost of securing or acquiring such access or interest shall be entirely the responsibility of the Provider.

19.2 Site Matters

- (a) Except in relation to any Site acquired by the Authority pursuant to Schedule 18 (Bridgnorth IWMF Protocol) and without prejudice to any express provisions of this Contract to the contrary, the Site Conditions shall be the sole responsibility of the Provider and accordingly (but without prejudice to any other obligation of the Provider under this Contract) the Provider shall be deemed to have:
 - (i) carried out a ground physical and geophysical investigation and to have inspected and examined the Sites and their surroundings and (where applicable) any existing structures or works on, over or under the Sites;
 - (ii) satisfied itself as to the nature of the Site Conditions, the ground and the subsoil, the form and nature of the Sites, the load bearing and other relevant properties of the Sites, the risk of injury or damage to property affecting the Sites, the nature of the materials (whether natural or otherwise) to be excavated and the nature of the design, works and

materials necessary for the execution of the Works;

- (iii) satisfied itself as to the adequacy of the means and rights of access to and through the Sites and any accommodation it may require for the purposes of fulfilling its obligations under this Contract (such as additional land or buildings outside the Sites);
 - (iv) satisfied itself as to the possibility of interference by persons of any description whatsoever (other than the Authority) with access to or use of, or rights in respect of, the Sites with particular regard to the owners of any land adjacent to the Sites; and
 - (v) satisfied itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to third parties.
- (b) Subject to the remaining provisions of this clause 19 (The Sites) and without prejudice to any express provisions of this Contract to the contrary, the Provider accepts full responsibility for the matters referred to in clause 19.2 (Site Matters) and shall:
- (i) not be entitled to make any claim against the Authority of any nature whatsoever, without prejudice to clause 53 (Relief Events), on any grounds including the fact that incorrect or insufficient information on any matter relating to the Sites was given to it by any person, whether or not an Authority Related Party; and
 - (ii) be responsible for, and hold the Authority harmless from, cleaning up and otherwise dealing with any of the matters specified in clause 19.2 (Site Matters) at the Sites so that it shall at all times comply with its obligations under this Contract including complying with, at its own cost, any applicable Legislation and any Necessary Consents, orders, notices or directions of any regulatory body (whether made against the Authority or the Provider).
- (c) The matters referred to in clause 19.2 (Site Matters) are all or any pollutants or contaminants, including any chemical or industrial, radioactive, dangerous, toxic or hazardous substance, water or residue (whether in solid, semi solid or liquid form or a gas or vapour) and including genetically modified organisms.
- (d) The Authority shall be responsible for the presence of Historic Contamination in, on or under any Transferred Site, except where any Contamination in, on or under any Transferred Site has been caused, aggravated or accelerated by an act or omission of the Provider or a Provider Related Party.
- (e) Notwithstanding any other provision of this Contract, the Authority shall be responsible for the presence of Historic Contamination in, on or under any Authority Site and/or any District Site, except to the extent that any such Historic Contamination in, on or under any such Site has been caused, aggravated or accelerated by an act or omission of the Provider or a Provider Related Party.

- (f) Where pursuant to this clause 19.2 (Site Matters) the Authority is responsible for Historic Contamination, the Authority shall be responsible for remedying such Historic Contamination and:
 - (i) it shall be deemed to be a Compensation Event for the purpose of this Contract;
 - (ii) any work or any change to the Works or Services which are required or instructed to be done as a consequence of it shall be the responsibility of the Authority and shall be deemed to be a Qualifying Variation; and
 - (iii) the Authority shall hold the Provider harmless and indemnify the Provider in respect of all Losses incurred by the Provider as a direct result of such Historic Contamination.

19.3 Consents and Planning Approval

The Provider:

- (a) shall, subject to the provisions of clause 10 (Planning), Schedule 18 (Bridgnorth Protocol) and Schedule 45 (IVC Development Protocol) at its own expense obtain and maintain all Necessary Consents which are from time to time required or necessary for the provision of the Works and/or Services and shall promptly supply to the Authority's Representative a copy of every application for a Necessary Consent (with a copy of all accompanying drawings and other documents) and a copy of every Necessary Consent obtained;
- (b) shall (and shall procure that all Sub-Contractors shall):
 - (i) comply with the conditions and requirements attached to all Necessary Consents;
 - (ii) notify the Authority promptly of any notices received (whether from any Relevant Authority or any other person) relating in any way to any Necessary Consent and provide a copy of any such notice to the Authority within five (5) Business Days of receipt of the same;
- (c) shall not (and shall use all reasonable endeavours to procure that any other person over whom it has control shall not) without the prior consent of the Authority under this Contract (which consent shall not be unreasonably withheld or delayed) apply for or agree to any change, relaxation or waiver of any Necessary Consent (whether obtained before or after the date of this Contract) or of any condition attached to it but, subject to the compliance by the Provider with its obligations under this paragraph, references in this Contract to Necessary Consents shall be construed as referring to the Necessary Consents as from time to time varied, relaxed or waived; and
- (d) shall procure that all Sub-Contractors shall:
 - (i) comply with the conditions of and requirements attached to all Necessary Consents;

- (ii) take all reasonable steps to ensure that none of the Necessary Consents are revoked and that all Necessary Consents continue in full force and effect; and
- (iii) notify the Authority immediately of any complaints, investigative procedures or enforcement notices received by the Provider (whether from any local authority or other Relevant Authority from any owner or occupier of Adjoining Property) relating in any way to the Sites and supply a copy of every such notice to the Authority within five (5) Business Days after the receipt of the same.

19.3A Permits Following a Partial Termination

Following receipt of a termination notice in respect of the Waste Treatment Services pursuant to clause 38 (Termination of this Contract) or in respect of the Collection and Recycling Services pursuant to clause 38A (Termination of Collection and Recycling Services) the Provider shall:

- (a) prior to the Waste Treatment Services Termination Date or the Collection and Recycling Services Termination Date (as the case may be) carry out all such works at its own cost at the Battlefield Site and take such additional action as is required to secure any Permits which are necessary to allow the relevant Collection and Recycling Services or the Waste Treatment Services to be provided at the Battlefield Site by a New Provider; and
- (b) where it is not legally possible for the Provider to take any of the actions set out in (a) above, the Provider shall bear all costs reasonably and properly incurred by the Authority and/or any New Provider in taking such required action,

provided always that the Authority shall ensure that the New Provider is a fit and proper person who is otherwise capable of providing the relevant Services and that such New Provider shall use all reasonable endeavours at its own cost to obtain any Permits which are necessary to allow the relevant Collection and Recycling Services or the Waste Treatment Services to be provided at the Battlefield Site.

19.3B Failure to Obtain Permits

If at any time following an election by the Authority to:

- (a) terminate the Waste Treatment Services in isolation from the remaining Project Operations pursuant to its rights under clause 10.12(b) (Termination as a result of Planning Failure) or clause 38.4(a) (Provider Default Mechanism); or
- (b) terminate the Collection and Recycling Services in isolation from the remaining Project Operations pursuant to its rights under clause 38A.2 (Collection and Recycling Services Rectification),

the Environment Agency refuses an application or the for the grant of any Permit required for the delivery of the Collection and Recycling Services or the Waste Treatment Services from the Battlefield Site (as the case may be) by a New Provider, then the Authority shall be entitled to terminate this Contract in its entirety by notice

in writing to the Provider. In the event of a notice of termination served pursuant to this clause 19.3B (Failure to Obtain Permits), the Contract Period shall terminate on the day falling sixty (60) days after the date the Provider received the termination notice issued pursuant to this clause 19.3B (Failure to obtain Permits) and clause 45 (Compensation on Termination for Provider Default or Collection and Recycling Services Provider Default) shall apply.

19.4 No Authority Warranty

The Authority provides no warranty as to the fitness and suitability of the Sites or any part thereof for the Works or for any other purpose.

19.5 Third Party Rights

The Provider shall observe and comply with any third party rights (including public rights) which may exist from time to time in respect of land comprising and adjoining the Sites, and the Provider shall ensure that the Works are carried out in such a way as not to interfere with access to and use and occupation of public or private roads or footpaths by any person who is entitled to any such access, use or occupation.

19.6 Safety and Security

The Provider shall procure that at all times prior to the issue of a Completion Certificate in respect of any Project Facility that those parts of the Sites which are from time to time occupied by the Provider, the Building Contractor or any of their Sub-Contractors for the purpose of carrying out the Works in question are maintained in an orderly, safe and secure state, provided that no act or omission on the part of the Authority shall result in the Provider being in breach of the provisions of this clause.

19.7 Defects

- (a) Subject to clause 19.7(b) below, in respect of the Sites, the Provider accepts entire responsibility (including any financial or other consequences which result whether directly or indirectly) for the ascertainment of and dealing with any defect in any of the Sites, or any part of them, or anything installed on the Sites attributable to:
- (i) defective design;
 - (ii) defective workmanship or defective materials, plant or machinery used in such construction having regard to Good Industry Practice and to appropriate British standards and codes of practice current at the date of construction of the relevant Works;
 - (iii) the use of materials in the construction of any Project Facility which (whether or not defective in themselves) prove to be defective in the use of which they are put in the construction of any such Project Facility;
 - (iv) defective installation of anything in or on the Project Facilities;
 - (v) defective preparation of the site on which each Project Facility is constructed; or

- (vi) defects brought about by adverse ground conditions or by reason of subsidence, water table change or any other change to ground conditions,

(each a “**Defect**”).

- (b) In relation to the Existing Facilities the Authority shall be responsible for any Defect that was in existence prior to the Effective Date or which relates to the period prior to the Effective Date and which (in each case) only becomes apparent after the Effective Date.
- (c) No test or inspection of any part of the Works by the Authority’s Representative and (if any part of the Works has not been or is not being carried out in accordance with this Contract) no failure or omission of the Authority Representative to serve a notice requiring the remedy of any Defect or of any variation or of any other matter or thing referred to in this Contract shall in any way affect or lessen the obligations of the Provider under this Contract.

19.8 **Fossils and Antiquities**

- (a) As between the Parties, all fossils, antiquities and other objects having artistic, historic or monetary value and human remains which may be found on or at the Sites are or shall become, upon discovery, the absolute property of the Authority.
- (b) Upon the discovery of such item during the course of the Works, the Provider shall:
 - (i) immediately inform the Authority’s Representative of such discovery;
 - (ii) take all steps not to disturb the object and, if necessary, cease any Works in so far as the carrying out of such Works would endanger the object or prevent or impede its excavation; and
 - (iii) take all necessary steps to preserve the object in the same position and condition in which it was found.
- (c) The Authority shall procure that the Authority’s Representative promptly, and in any event within five (5) Business Days, issues an instruction to the Provider specifying what action the Authority’s Representative requires to be taken in relation to such discovery. In the event that the Authority’s Representative does not issue such an instruction within five (5) Business Days, the Provider will be entitled to recommence the Works provided that it is acting in accordance with all Necessary Consents.
- (d) The Provider shall promptly and diligently comply with any instruction issued by the Authority’s Representative referred to in clause 19.8 (Fossils and Antiquities) (except and to the extent that such instruction constitutes an Authority Change pursuant to clause 19.8 (Fossils and Antiquities), in which case the provisions of clause 55 (Change in Service) shall apply) at its own cost.

- (e) If directed by the Authority's Representative, the Provider shall allow representatives of the Authority to enter the Sites for the purposes of removal or disposal of such discovery, provided that such entry shall be subject to the Authority complying with all relevant safety procedures, which shall include any relevant health and safety plans for the construction of the Project Facilities from time to time and any reasonable directions with regard to site safety that may be issued by or on behalf of the Provider's Representative from time to time.
- (f) If any instruction referred to in this clause 19.8 (Fossils and Antiquities) includes a requirement for the Provider to carry out works (being any work of alteration, addition, demolition or extension or variation in the Project Facilities) which are not works which would be necessary for the purpose of compliance with Legislation or any Necessary Consents, such works shall be deemed to be an Authority Change and the provisions of clause 55 (Change in Works and/or Service) shall apply.
- (g) The Authority shall and shall procure that the Authority's Representative shall at all times act promptly and diligently when discharging its obligations under this clause 19.8.

19.9 Compliance with Authority Notices

The Provider shall comply with and/or procure compliance with any notice issued by the Authority from time to time requiring the removal from a Site of any person employed or engaged thereon who in the opinion of the Authority is prejudicial to the delivery by the Authority or any Authority Related Party of Services at the Sites. Where the Provider wishes to dispute any such notice, the relevant individual shall not attend any Sites pending the outcome of the dispute.

19.10 Protestor Action

The Provider shall use all reasonable endeavours to prevent Protestor Action leading to a delay to the Planned WTF Commencement Date and/or the Unavailability of the WTF including for the avoidance of doubt providing appropriate security and security fencing, an appropriately manned weighbridge and providing reasonable additional security measures in the event that and for so long as there are reasonable grounds for believing that a higher risk of Protestor Action persists.

19.11 Notwithstanding the provisions of clause 19.10 (Protestor Action) above, in the event Protestor Action arises at or around the Battlefield Site or on the access road to the Battlefield Site the Provider shall take such actions as are reasonable, proportionate and lawful to deal with Protestor Action and where necessary shall co-operate with the emergency services.

19.12 Save to the extent provided in clause 53 (Relief Events) (which shall apply for the avoidance of doubt and without limitation to Protestor Action which affects the Works or the Services), the Provider shall be responsible for the consequences of any delays or disruption consequent upon any such disruption.

19.13 NOT USED

19.14 Environmental Issues

- (a) Without prejudice to its obligations to comply with all applicable Legislation the Provider shall at all times comply with its duty of care under Section 34 of the Environmental Protection Act 1990.
- (b) The Provider shall take all and any steps as are necessary to ensure that the impact of the operations of the Provider upon the environment in pursuance of its obligations under this Contract are adequately and sufficiently assessed, considered, supervised, controlled, monitored, mitigated and remediated as required by all appropriate enforcement agencies, Legislation, Necessary Consents and Good Industry Practice.
- (c) The Provider shall use its reasonable endeavours to deliver the Works and Services in such a way as to minimise any actual or potential damage to the Environment.
- (d) The Provider shall carry out environmental monitoring of all Project Facilities and Services in accordance with the requirements of the Specification on the basis proposed in the Provider's Proposals. The results of such monitoring shall be included in the Monthly Report to be produced by the Provider pursuant to this Contract.
- (e) The published accounts of the Provider shall in relation to Environmental performance be produced to a standard that is not less than that employed in the productions of the published accounts of the Guarantor.
- (f) The Provider shall produce and deliver the Corporate Responsibility Report containing the information set out in Schedule 32 (Reporting Requirements) to the Authority each year as part of its Annual Services Report.
- (g) The Provider shall use reasonable endeavours to ensure that the minimum possible use is made of Hazardous Materials in the delivery of the Services in accordance with Good Industry Practice. The Provider shall ensure that all such products are used at no greater concentration than is required to perform its obligations under this Contract and that used Containers are disposed of so as not to cause any danger or damage to the Environment, in accordance with Legislation and the Authority's Environment policies introduced from time to time pursuant to an Authority Change.
- (h) The Provider shall take all reasonable measures to prevent any Hazardous Materials from being discharged from any of the Sites into any rivers or any ditches or conduits on any of the Sites or any Adjoining Property and shall take all reasonable measures to prevent the blockage of any of such rivers, ditches and conduits by reason of anything done or omitted to be done on the Sites or any land affected by the Works.
- (i) The Provider shall promptly notify the Authority of all circumstances which shall or might reasonably be regarded as a breach of this clause 19.12 (Protector Action) and shall act at all times in good faith in respect of this clause 19.12.

20 MONITORING AND INSPECTION

20.1 Right of Inspection

The Authority or a representative of the Authority may enter upon any property used by the Provider to perform the Services, to inspect the construction, operation and maintenance of the Project and to monitor compliance by the Provider with its obligations.

20.2 Inspection of Facilities

The Authority and a representative of the Authority may at all times enter upon any property used by the Provider as training or workshop facilities and places where work is being prepared or materials are being obtained for the Project.

20.3 Provider's Reasonable Assistance

The Provider shall procure that satisfactory facilities are made available to the Authority and any representative of the Authority and that reasonable assistance is given for the purposes of clauses 20.1 (Right of Inspection) and 20.2 (Inspection of Facilities) above, subject to the Providers' and the Sub-Contractors' construction or operational requirements not being adversely affected and to reimbursement of any reasonable costs or expenses of the Provider.

20.4 Authority Right of Remediation

If the Authority is or becomes aware of a breach by the Provider of its obligations under clause 23 (Condition of the Assets) then the Authority may exercise its right of access and remedy such breach and shall be entitled to recover any costs or expenses incurred from the Provider as a debt.

20.5 Health and Safety Requirements

The Authority and its representative shall at all times comply with any health and safety requirements when exercising its rights under this clause 20 (Monitoring and Inspection).

20.6 Supply of Information

The Provider shall supply to the Authority and/or a representative or adviser of the Authority visiting any of the Sites pursuant to clauses 20.1 (Right of Inspection) and 20.2 (Inspection of Facilities) such information in respect of the Works as may reasonably be required.

20.7 Damages

If the Authority or its representative causes material damage to any asset in exercising any right under this clause, then the Authority shall be liable to the Provider for the reasonable costs directly caused by such damage.

21 NOTIFICATION OF WORKS COMPLETION

21.1 Inspection of the Project Facilities

The Provider shall give the Authority (and in relation to the WTF the Independent Certifier) not less than five (5) Business Days' notice of the date when it proposes to inspect a Project Facility with a view to carrying out the Tests on Completion in accordance with Schedule 6 (Tests on Completion) and/or issuing a Notice of Works Completion in respect of each relevant Project Facility. Representatives from the Authority (and in relation to the WTF the Independent Certifier) shall be entitled to make a joint inspection of the relevant Project Facility with the Provider.

21.2 Determination of Operations Commencement Date

The Operations Commencement Date for any Project Facility shall be the date on which a Completion Certificate is issued in respect of that Project Facility, provided that if a Completion Certificate is issued prior to the Planned Operations Commencement Date for a Project Facility, the Operations Commencement Date for such Project Facility shall be the Planned Operations Commencement Date for such Project Facility.

21.3 Authority Representations

The Provider shall have due and proper regard to any representations made by the Authority or the Independent Certifier regarding the condition of the Site and whether the Tests on Completion have been met in relation to a Project Facility in respect of which a Notice of Works Completion is proposed to be issued by the Provider and any defects or items to be included on a Snagging List.

21.4 Issue of Statement

Immediately following the issue of any Notice of Works Completion, the Provider shall send a true and complete certified copy of such statement to the Authority and, in relation to the WTF, the Independent Certifier.

21.5 Issue of Completion Certificate

Following receipt of the certified copy of the Notice of Works Completion pursuant to clause 21.4 (Issue of Statement) and provided that the Authority, or in relation to the WTF the Independent Certifier, acting reasonably is satisfied that:

- (a) in relation to the relevant Project Facility the Tests on Completion have been satisfied; and
- (b) all outstanding Works detailed in the Snagging List will be carried out within twenty (20) Business Days of the issue of such written statement in accordance with the terms of this Contract,

then the Authority, or in relation to the WTF the Independent Certifier, shall within five (5) Business Days issue a Completion Certificate in respect of the relevant Project Facility. In relation to the WTF only as between the Parties, the decision of the Independent Certifier to issue or withhold a Completion Certificate shall be final but

without prejudice to the right of either party to make a claim under the Independent Certifier's Deed of Appointment.

21.6 Effect of Issue of Completion Certificate

The issue of a Completion Certificate shall indicate only that the Authority, or in relation to the WTF the Independent Certifier, is of the opinion that the relevant Project Facility appears to be in compliance with the Tests on Completion and shall in no way lessen or affect the obligations of the Provider under this Contract in relation to that Project Facility or any other part of the Works or the Services or signify the Authority's approval of the means of delivery of the Services, and the Provider shall following the date of issue of the Completion Certificate carry out and complete such (if any) of the items on the Snagging List as have not been so completed on the date of issue of the Completion Certificate.

21.7 Independent Certifier

The Parties acknowledge that the Independent Certifier's Deed of Appointment shall be substantially in the form set out in Schedule 30 (Independent Certifier Appointment).

21.8 Failure to Obtain a Completion Certificate

If the Works fail to pass the Tests on Completion as specified in Schedule 6 (Tests on Completion), the Tests on Completion shall be repeated as soon as practicable.

PART 4 - THE SERVICES

22 PRINCIPAL OBLIGATIONS

22.1 Provision of Works and Services

The Provider shall provide to the Authority or procure the provision to the Authority of the Works and Services in accordance with the Specification, the Provider's Proposals and otherwise on the terms of this Contract with effect from the Planned Services Commencement Date.

22.2 Standard of Performance

The Provider will at all times ensure that the Services comply with and meet all the requirements of this Contract, the Specification, the Services Delivery Plan, Good Industry Practice, and all applicable Authority Policies and Legislation.

22.3 Effect on Authority Operations

Insofar as the carrying out of the Works and/or delivery of the Services may adversely affect any operations of the Authority at any of the Project Facilities the Provider shall procure that such Works are carried out and such Services are delivered in accordance with Schedule 3 (Provider's Proposals).

23 CONDITION OF THE ASSETS

23.1 Maintenance

The Provider shall ensure on a continuing basis that at all times its maintenance and operating procedures are sufficient to ensure that:

- (a) the Services are Available as required by this Contract and the Authority's Requirements;
- (b) the Sites, Project Facilities and Equipment are kept in good structural and working order (subject to fair wear and tear) in accordance with this Contract, the Authority's Requirements and the Services Delivery Plan;
- (c) it can maintain the design intention of the Project Facilities and Equipment to achieve their full working life for the duration of the Contract Period;
- (d) the Sites, Project Facilities and Equipment are handed back to the Authority on the Expiry Date in a condition complying with the Handback Criteria.

23.2 Handback Criteria

The Provider shall ensure that all the Project Facilities and Equipment (other than mobile plant and vehicles) are handed back to the Authority on the Expiry Date in a condition complying with the Handback Criteria. The Provider agrees that the Authority may exercise its rights pursuant to clause 42 (Surveys on Expiry and Retention Fund) in order to ascertain that this clause 23 (Condition of the Assets) is complied with.

23.3 Surveys

- (a) If the Authority reasonably believes that the Provider is in breach of its obligations under clause 23.1 (Maintenance), then it may carry out (or procure) a survey of the Assets to assess whether the Assets have been and are being maintained by the Provider in accordance with its obligations under clause 23.1 (Maintenance). This right may not be exercised more often than once every two years in connection with the same Asset.
- (b) The Authority shall notify the Provider in writing a minimum of ten (10) Business Days in advance of the date it wishes to carry out the survey. The Authority shall consider in good faith any reasonable request by the Provider for the survey to be carried out on a different date if such request is made at least five (5) Business Days prior to the notified date and the Provider (acting reasonably) is able to demonstrate that carrying out the survey on the notified date would materially prejudice the Provider's ability to provide the Services.
- (c) When carrying out any survey, the Authority shall use reasonable endeavours to minimise any disruption caused to the provision of the Services by the Provider. The cost of the survey, except where clause 23.3 (Surveys) applies, shall be borne by the Authority. The Provider shall give the Authority (free of charge) any reasonable assistance required by the Authority during the carrying out of any survey.
- (d) If the survey shows that the Provider has not complied or is not complying with its obligations under clause 23.1 (Maintenance), the Authority shall:
 - (i) notify the Provider of the standard that the condition of the Assets should be in to comply with its obligations under clause 23.1 (Maintenance);
 - (ii) specify a reasonable period within which the Provider must carry out such rectification and/or maintenance work; and
 - (iii) be entitled to be reimbursed by the Provider for the cost of the survey or set-off the cost of the survey pursuant to clause 33.8 (Rights of Set Off).
- (e) The Provider shall carry out such rectification and/or maintenance work within the period specified and any costs it incurs in carrying out such rectification and/or maintenance work shall be at its own expense.

23.4 Planned Maintenance

The Provider shall undertake routine repair and maintenance of the Equipment in accordance with a Maintenance Programme which has been approved or not commented on by the Authority under the Review Procedure.

23.5 Maintenance Programme

Not later than eleven (11) months following the Services Commencement Date, and on each anniversary thereafter, the Provider shall submit to the Authority for review

under the Review Procedure a proposed Maintenance Programme for the following twelve (12) months in respect of all of the Equipment.

23.6 Data Processing and Reporting

The Provider shall provide all such information relating to its performance of the Services in order to comply with the data processing and reporting requirements set out in paragraph 3.12 (Contract Monitoring, Records, Reporting and Auditing) of Schedule 2 (Specification).

23.7 Asset Register

By no later ninety (90) days after the Commencement Date the Provider shall prepare an Asset Register containing the details of all material assets used by the Provider for the purposes of providing the Services and maintain such register throughout the Contract Period.

24 HAZARDOUS SUBSTANCES

24.1 Storage

The Provider shall ensure that any hazardous materials or equipment used or intended to be used in the carrying out of the Works or the provision of the Services are kept under control and in safe keeping in accordance with all relevant Legislation and Good Industry Practice. The Provider shall ensure that all such materials are properly and clearly labelled on their containers, and shall promptly inform the Authority of all such materials being used or stored at the Sites and shall comply with any other reasonable requirement of the Authority in respect of such materials and equipment.

24.2 COSHH Register

The Provider shall maintain a COSHH register in relation to each Project Facility and shall ensure that a copy of each register is held at the relevant Project Facility, at the Provider's registered office and that a copy is given to the Authority.

25 EMERGENCIES

25.1 Additional or Alternative Services

If an Emergency arises after the Services Commencement Date which cannot be dealt with by the performance of the Services by the Provider, the Authority may instruct the Provider to use all reasonable endeavours to provide additional or alternative services (or procure that such additional or alternative services are provided on behalf of the Provider) as and when required by the Authority to ensure that the Emergency is dealt with and normal operation of the Services resumes as soon as is reasonably practicable.

25.2 Costs

The proper costs incurred by the Provider in connection with any additional or alternative services provided to the Authority under clause 25.1 (Additional or

Alternative Services) shall be borne by the Authority and paid against the Provider's invoice in accordance with Part 4 of Schedule 7a (Payment Mechanism).

26 PERFORMANCE MONITORING

26.1 Provider Monitoring

The Provider shall monitor its performance in the delivery of the Services in accordance with the procedure set out in Schedule 7b (Performance and Unavailability Framework).

26.2 Authority Monitoring

The Authority may elect, at its own cost, to undertake its own performance monitoring at any stage during the Service Period for any purpose, including in order to ensure that the Services are being provided in accordance with this Contract. The Provider will use its reasonable endeavours to assist the Authority in such an exercise. The Authority shall be entitled to notify the Provider of the outcome of the performance monitoring exercise, and the Provider shall have due regard to the Authority's comments in relation to the future provision of the Services.

27 TUPE

27.1 Relevant Transfers

The Authority and the Provider agree that where the identity of a provider (including the Authority) of any service which constitutes or which will constitute one of the Services is changed in anticipation of changes pursuant to this Contract (including the termination of this Contract, the termination of the Waste Treatment Services or the termination of the Collection and Recycling Services) then the change in the identity of such provider may constitute a Relevant Transfer. On the occasion of each Relevant Transfer the Provider will comply, and it shall procure that the new provider of the relevant service will comply with all of its obligations under TUPE in respect of any Relevant Employees or other employees that may be affected or claim to be affected by any such Relevant Transfer.

27.2 Provider Responsibilities

The Provider shall with effect from the date of any Relevant Transfer to the Provider:

- (a) become responsible for the payment of all salaries and provision of other benefits and deductions of any Relevant Employees;
- (b) subject to its obligations under TUPE or any other statutory obligations, not for a period of three years from the date of the Relevant Transfer adversely change or amend the terms and conditions of employment of the Relevant Employees who are the subject of that Relevant Transfer;
- (c) indemnify the Authority and any member of the Committee and keep the Authority and any member of the Committee indemnified in full from and against actions and proceedings and all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal

expenses) awarded against or incurred or paid by the Authority and any member of the Committee as a result of or in connection with the employment or termination of employment of any Relevant Employees on or after the date of any Relevant Transfer or breach by the Provider (including any breach attributed to any Sub-Contractor) of any of the provisions of this clause 27 (TUPE) including breach of Regulation 13(4) of TUPE provided that the Authority shall indemnify the Provider and keep the Provider indemnified in full from and against actions and proceedings and all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Provider as a result of or in connection with any breach by the Authority of any of its obligations under Regulation 13 of TUPE;

- (d) comply with the Code Obligations (having regard to the Code in interpreting and complying with the Code Obligations);
- (e) ensure that New Employees are employed on terms and conditions of employment which are overall no less favourable than those of any Relevant Employee undertaking the same or substantially similar work in connection with the provision of the Services;
- (f) consult with the recognised trade unions and where there is no recognised trade union any other employee representative body on the terms to be offered to the New Employees pursuant to clause 27.2(e);
- (g) impose obligations on any Sub-Contractor employing a Relevant Employee on the same terms as those imposed on the Provider pursuant to this clause 27.2 and, in particular, shall procure that such Sub-Contractors comply with such obligations including the Code Obligations and the Provider shall be responsible for the observance of the Code by such Sub-Contractors.

27.3 **Provision of Details and Indemnity**

The Provider shall immediately upon request by the Authority provide to the Authority details of any measures which the Provider or any Sub-Contractor of the Provider envisages it or they will take in relation to any employees who are or who will be the subject of a Relevant Transfer (the “**Measures**”), and shall indemnify the Authority and any member of the Committee against all injury, claims, costs and expenses (including legal expenses) and/or damages resulting from:

- (a) any failure by the Provider to comply with this obligation; or
- (b) the Measures.

27.4 **Authority Indemnity**

The Authority shall indemnify the Provider against any claims made against the Provider by any Relevant Employee who was employed by the Authority immediately before the Relevant Transfer who is the subject of a Relevant Transfer where the cause of action arose prior to the date of the Relevant Transfer, provided that any such claim is not in connection with the Relevant Transfer.

27.5 Retendering

The Provider shall (and shall procure that any Sub-Contractor shall) within the period of twelve (12) months prior to the expiry of this Contract or following the service of a notice under clause 38 (Termination of this Contract or the Waste Treatment Services) or clause 38A (Termination of the Collection and Recycling Services) or as a consequence of the Authority notifying the Provider of its intention to retender the provision of the Project under clause 45.1 (Retendering Election):

- (a) on receiving a request from the Authority provide full and accurate details regarding all employees of the Provider and/or any Sub-Contractors engaged in providing the Services at that time, including full details of all remuneration provided to such Provider's or Sub-Contractors' employees and terms and conditions of employment and policies which are applicable to them (whether contractual or discretionary), length of service and the Provider or the Sub-Contractor shall update such information at intervals as reasonably requested by the Authority (the "Retendering Information");
- (b) provide the Retendering Information promptly and at no cost to the Authority. The Provider or Sub-Contractor shall indemnify and hold harmless the Authority against all actions, proceedings, claims, costs, demands, liabilities and expenses (including all legal expenses on an indemnity basis) arising from any claim by any party as a result of the Provider or Sub-Contractor failing to provide or promptly to provide the Authority with any Retendering Information or to provide full Retendering Information or as a result of any material inaccuracy in the Retendering Information;
- (c) authorise (and shall procure that the Sub-Contractor shall authorise) the Provider to use or disclose the Retendering Information to any New Provider and to such parties as the Authority may reasonably consider necessary for the purposes of putting the continued provision of the Services or the relevant part of the Services out to tender and, if requested by the Supplier to do so liaise with and provide such information directly to any New Provider or such other third parties as the Authority may direct;
- (d) be precluded from terminating or giving notice to terminate the employment of any employee employed in connection with the Services other than lawfully for a fair reason under section 98 of the Employment Rights Act 1996;
- (e) be precluded from making any increase or decrease in the numbers of employees employed in connection with the Services;
- (f) be precluded from making any increase in the remuneration or other change in the terms and conditions of the employees employed in connection with the Services other than in the ordinary course of business and with the Authority's prior written consent; and
- (g) be precluded from transferring any of the Provider's or Sub-Contractors' employees at that time to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Services to provide the Services save

with the Authority's prior written consent.

27.6 Termination of Agreement

Upon expiry or termination of this Contract for whatever reason the provisions of clauses 27.6(a) and 27.6(b) (Termination of Agreement) shall have effect in respect of those employees wholly or mainly engaged in the provision of the Services as the case may be as at the date of expiry or termination of this Contract (the "**Returning Employees**") (such date being termed the "**Return Date**"), regardless of whether Legislation shall determine there is a Relevant Transfer:

- (a) the Provider shall or shall procure that all wages, salaries and other benefits of the Returning Employees and other employees or former employees of the Provider or the Sub-Contractors (who had been engaged in the provision of the Services) and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Returning Employees and such other employees or former employees of the Provider or Sub-Contractors up to the Return Date are satisfied;
- (b) the Provider or Sub-Contractors shall remain responsible for all the Provider's or Sub-Contractors' employees at that time save to the extent that any such employees shall be inherited by a new contractor, New Provider or by the Authority by virtue of TUPE in which case the Provider or Sub-Contractors shall provide the Authority or that new contractor or New Provider (as the case may be) with an indemnity against all claims, costs, demands, liabilities and expenses (including legal costs and expenses) arising from any claim whatsoever by any of the employees in respect of those Returning Employees' arising out of their employment or its termination with the Provider or the Sub-Contractors or by any other employee who claims that their employment or claims or liabilities so transfer. The Authority shall be entitled to assign the benefit of the indemnity to any successor contractor or New Provider; and
- (c) upon expiry or termination of all or part of this Contract for whatever reason the provisions of clause 27.6(c) below (Termination of Agreement) shall apply in respect of the Returning Employees provided that a Relevant Transfer is effected on the expiry or termination of all or part of this Contract (the "**Final Relevant Transfer**"). The Authority shall indemnify the Provider and keep the Provider indemnified in full from and against actions and proceedings and all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Provider as a result of or in connection with the employment or termination of employment after the date of the Final Relevant Transfer, if any, of any Returning Employees whose employment transfers from the Provider or any Sub Contractor by reason of the Final Relevant Transfer or breach by the Authority or any New Provider of any of the provisions of this clause 27 (TUPE) including breach of Regulation 13(4) of TUPE provided that the Provider shall indemnify the Authority and keep the Authority indemnified in full from and against actions and proceedings and all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Authority as a result of or in connection with any breach by the Provider of any Sub

28 PENSIONS

Admission Agreement

- 28.1 The Authority and the Provider shall enter into an Admission Agreement before the Relevant Transfer Date so as to enable the Eligible Employees to participate in or to continue to participate in membership of the Fund throughout the duration of this Contract. The Authority shall use its reasonable endeavours to ensure that the Administering Authority (as defined in the Admission Agreement) also executes the Admission Agreement before the Relevant Transfer Date or an admission agreement on substantially the same terms as the Admission Agreement with a Sub-Contractor to whom Eligible Employees transfer.
- 28.2 The Provider will procure that any Sub-Contractor to whom Eligible Employees transfer enters into an admission agreement on substantially the same terms as the Admission Agreement on or before the Relevant Transfer Date so as to enable the Eligible Employees to participate in or to continue to participate in membership of the Fund throughout the duration of this Contract.
- 28.3 Subject to the terms of the Admission Agreement:
- (a) on the Relevant Transfer Date the Provider shall offer each Eligible Employee the right to become or to continue to be (as appropriate) a member of the Fund; and

Information removed on the grounds of commercial sensitivity – EIR exception 12(5)e

- (b) the Provider shall offer each New Employee the right to become a member of a defined contribution scheme, set up by the Provider in which the Provider will match each New Employee's pension contributions up to a maximum of x% in aggregate of Pay.

Indemnity or Bond

- 28.3A Without prejudice to the generality of the requirements of this clause 28, the Provider shall procure that it and each relevant Sub-Contractor shall as soon as reasonably practicable obtain any indemnity or bond required in accordance with the Admission Agreements on or before the Relevant Transfer Date.

Right of Set Off

- 28.3B The Authority shall have a right of set off against any payments due to the Provider under this Contract for an amount equal to any overdue employer and employee contributions, other payments, interest payable under the Admission Agreement and/or the LGPS Regulations due from the Provider or from any relevant sub-contractor (as applicable)

Fund on Transfer

28.3C The pension contributions payable by the Contractor in respect of the Transferring Employees, in accordance with clauses 28.3D and 28.3E and the terms of the Partner Admission Agreement, will (save in respect of any amount which is attributable to the Provider's actions) not include any amount in respect of any past service deficit in the Fund as at the Relevant Transfer Date which is attributable to the pensionable service of the Transferring Employees with the Authority prior to the Relevant Transfer Date as calculated by the Fund Actuary as at the Relevant Transfer Date.

Adjustment to the Unitary Charge

28.3D In the event that the level of employer contributions payable by the Provider (in accordance with the terms of the Admission Agreement and of the LGPS Regulations) are determined by the Fund Actuary to be at a level greater than **x%** in aggregate of Pay of the Transferring Employees:

28.3.1D the Provider will pay the amount of the employer contributions determined by the Fund Actuary to the Fund; and

28.3.2D an adjustment will be made to the Unitary Charge to reflect any amount of employer contributions that may become payable by the Provider over and above **x%**

28.3E In the event that the level of employer contributions payable by the Provider in accordance with the terms of the Admission Agreement and of the LGPS Regulations are determined by the Fund Actuary to be at a level lower than **x%** in aggregate of Pay of the Transferring Employees, the Provider will pay the amount of employer contributions determined by the Fund Actuary to the Fund.

28.3F When the Admission Agreement ceases:

28.3.1F the Provider will pay to the Fund the amount determined by:

- (i) the actuarial valuation carried out in accordance with regulation 78(2)(a) of the LGPS Regulations; and
- (ii) the revised rates and adjustment certificate made in accordance with regulation 78(2)(b) of the LGPS Regulations;

28.3.2F subject to clause 28.3.3F, an adjustment will be made to the Unitary charge to reflect any amount that may become payable by the Provider to the Fund in accordance with clause 28.3.1F; and

28.3.3F the Provider will not be reimbursed for the amount which is the difference between:

- (i) the actual contributions payable by the Provider during the duration of the Admission Agreement; and
- (ii) the level of contributions that would have been paid by the Provider during the duration of the Contract if the Provider had

paid **x%** in aggregate of Pay of the Transferring Employees for each and every year of the Contract.

28.3FA In the event that any Transferring Employee takes early retirement or retires by reason of incapacity or ill-health:

28.3.1FA the Provider shall pay the additional amounts to the Fund, if any, required by the Fund Actuary or trustees to provide such benefits; and

28.3.2FA the Authority will pay a lump sum to the Provider to reimburse it for any amount paid to the Fund in accordance with clause 28.3.1FA.

28.3.3FB The Provider will only be reimbursed under clause 28.3.2FA for any additional amounts paid under clause 28.3.1FA, to the extent that these additional amounts, when aggregated with any other amounts paid by the Provider to the Fund in accordance with this clause 28, the Admission Agreement or the LGPS Regulations, exceed **x%** of Pay of the Transferring Employees in each and every year of the Contract.

Provider ceases to be an Admission Body

28.3G If the Provider or any Sub-Contractor employs any Eligible Employees from a Relevant Transfer Date and:

28.3.1G the Authority and the Provider or any relevant Sub-Contractor are of the opinion that it is not possible to operate the provisions of clauses 28.1 (Admission Agreement) to 28.3F (Adjustment to the Unitary Charge) inclusive; or

28.3.2G if for any reason after the Relevant Transfer Date the same Provider or any relevant Sub-Contractor ceases to be an Admission Body;

then the provisions of clauses 28.1 (Admission Agreement) to 28.3F (Adjustment to the Unitary Charge) inclusive shall not apply (without prejudice to any rights of the Authority (under those clauses) and the provisions of clauses 28.4 and 28.5 (the Scheme) shall apply.

Defined Contribution Scheme Membership

28.4 Any Relevant Employee, who is eligible to join the Local Government Pension Scheme on the day immediately prior to the Relevant Transfer Date but who has not joined at that date and who does not inform the Provider in writing within three (3) months of the Relevant Transfer Date that he wishes to do so will be entitled to join the Veolia UK Pension Plan for as long as they remain a Relevant Employee of the Provider.

28.5 If the Relevant Employee joins the Veolia UK Pension Plan in the circumstances set out at 28.4, the Provider will contribute **x%** of the Relevant Employees basic salary and the Relevant Employee will contribute **x%** of their basic salary to the Veolia UK

Pension Plan in respect of that Relevant Employee for as long as the Relevant Employee remains a member of the Veolia UK Pension Plan

The Scheme

- 28.6 If the Admission Agreement ceases or ceases to allow the Provider to participate in the Fund during the period of the Contract, the Provider will or will procure that any relevant Sub-Contractor establish a Scheme within three (3) months of the Cessation Date and provide membership of the Scheme to all those Eligible Employees who wish to join it. For the avoidance of doubt on and from the Cessation Date until three (3) months after the date on which the Eligible Employees were first able to join the Scheme or until the Eligible Employees join the Scheme (if earlier) the Provider (or any relevant Sub-Contractor) shall provide death benefits for and in respect of the Eligible Employees which are certified by an actuary in accordance with the guidance produced by GAD as being broadly comparable to those that would have otherwise been provided in respect of the Eligible Employees by the LGPS as at the Cessation Date.
- 28.7 The Provider will or will procure that any relevant Sub-Contractor will procure that the Scheme is:
- (a) registered as a registered pension scheme with HMRC pursuant to Section 153 of the Finance Act 2004 and any regulations made under it; and
 - (b) certified by an actuary in accordance with guidance produced by GAD as providing benefits which are broadly comparable to those provided by LGPS at the Cessation Date.

Membership of the Scheme

- 28.8 The Provider will procure that, with effect from the Relevant Transfer Date (but subject to the rights of the Parties to negotiate and agree different terms from time to time) the terms and conditions of employment of each of the Eligible Employees will contain the right to join and remain a member of the Scheme.
- 28.9 For as long as each Eligible Employee continues to be an employee of the Provider, the Provider will procure that each Eligible Employee will continue to accrue benefits under the Scheme.

Transfers into the Scheme

- 28.10 The Provider will, within three (3) months of the Cessation Date, invite in writing the Eligible Employees who join the Scheme pursuant to clause 28.4 (Defined Contribution Scheme Membership) to request a transfer of their Employee Transfer Value to be made by the administrators of the Fund to the Scheme.
- 28.11 Subject to the receipt of the full amount of the Employee Transfer Value by the Scheme, the Provider undertakes to use reasonable endeavours to procure that the trustees of the scheme shall credit the Eligible Employees with such period of reckonable service under the Scheme as calculated in accordance with the Actuary's Letter.

Sub-contracting Services

- 28.12 The Provider agrees that where Eligible Employees are to be transferred to a Sub-Contractor, the Provider shall procure that on or before the commencement date of the Sub-Contract, the Sub-Contractor has in place the Sub-Contractor's Scheme and shall on the commencement date of the Sub-Contract offer membership of that scheme to all those Eligible Employees who will transfer to the Sub-Contractor.
- 28.13 In addition to its obligations under clause 28.10 (Transfers to the Scheme) the Provider shall notify the Authority of any arrangements to Sub-Contract Works or Services under the Contract where Eligible Employees who are members of the Scheme are to be transferred, providing written evidence to the Authority that the Sub-Contractor's Scheme is certified by an actuary in accordance with guidance produced by GAD as being broadly comparable to the benefits that would have otherwise been provided in respect of the Eligible Employees by the LGPS as at the Cessation Date.
- 28.14 The Provider shall procure that for so long as each Eligible Employee continues to be an employee of the Sub-Contractor, the Sub-Contractor will ensure that each Eligible Employee is able to continue to accrue benefits under the Sub-Contractor's Scheme.
- 28.15 The Provider shall on (or after the date on which this Contract is sub-contracted) procure that the Eligible Employees who transfer to the Sub-Contractor and are members of the Scheme are invited to request a transfer or payment in respect of the agreed Bulk Transfer Value be made by the trustees of the Scheme to the Sub-Contractor's Scheme.
- 28.16 The Provider agrees that the Eligible Employees who are to be transferred to a Sub-Contractor and are members of the Scheme shall be given three (3) months from the commencement date of the Sub-Contract or the date on which the said invitations are issued, whichever is later, in which to return the requests to the Provider.
- 28.17 On receipt of requests made pursuant to clause 28.14 (Sub-contracting Services), the Provider shall use its reasonable endeavours to procure that the administrators of the Scheme shall instruct the Scheme Actuary to determine the Bulk Transfer Value and notify the Sub-Contractor's Scheme Actuary of his findings for verification. Where it is not possible to agree the Bulk Transfer Value the Provider and the Sub-Contractor shall appoint an independent actuary in order to determine the Bulk Transfer Value.
- 28.18 The Provider undertakes to procure that all such information as the Scheme Actuary or the Sub-Contractor's Scheme Actuary may reasonably request for the purposes of calculating the Bulk Transfer Value or for any other purpose of this clause 28 (Pensions) shall be made available promptly to them.
- 28.19 The Provider shall use its reasonable endeavours to procure that on or before the Bulk Transfer Value Payment Date the trustees of the Scheme shall pay or transfer to the Sub-contractor's Scheme an amount equal to the Bulk Transfer Value determined under clause 28.16 (Sub-contracting Services).

New Provider

- 28.20 The Provider (or Sub-Contractor as applicable) undertakes that where, prior to the expiry of this Contract, or after the Authority has given notice to:

- (a) terminate this Contract;
- (b) terminate the Waste Treatment Services; and
- (c) terminate the Collection and Recycling Services

and, the Authority intends to re-tender the Contract, the Waste Treatment Services or the Collection and Recycling Services and the Authority has notified the Provider (or Sub-Contractor as applicable) of the identity of the New Provider, the Provider will use its reasonable endeavours to procure that the trustees of the Scheme instruct the Scheme Actuary to negotiate the Bulk Transfer Value in respect of any Eligible Employees who are members of the Scheme with the New Provider's Scheme Actuary.

- 28.21 The Authority agrees to notify the Provider (or Sub-Contractor as applicable) of the identity of the New Provider no later than three (3) months prior to the expiry of this Contract.
- 28.22 The Provider (or Sub-Contractor as applicable) shall on (or after) the date on which this Contract, the Waste Treatment Services or the Collection and Recycling Services terminates procure that the Eligible Employees who are members of the Scheme are invited to request a transfer or payment in respect of the agreed Bulk Transfer Value be made by the trustees of the Scheme to the New Provider's Scheme.
- 28.23 The Provider (or Sub-Contractor as applicable) agrees that the Eligible Employees who are members of the Scheme shall be given three (3) months from the date on which this Contract, the Waste Treatment Services or the Collection and Recycling Services terminates or the date on which the said invitations are issued, whichever is later, in which to return the requests to the Provider (or Sub-Contractor as applicable).
- 28.24 On receipt of requests made pursuant to clause 28.21 (New Provider), the Provider (or Sub-Contractor as applicable) shall use its reasonable endeavours to procure that the administrators of the Scheme shall instruct the Scheme Actuary to determine the Bulk Transfer Value and notify the New Provider's Scheme Actuary of his findings for verification. Where it is not possible to agree the Bulk Transfer Value, the Provider (or Sub-Contractor as applicable) and the New Provider shall appoint an independent actuary in order to determine the Bulk Transfer Value).
- 28.25 The Provider (or Sub-Contractor as applicable) undertakes to procure that all such information as the Scheme Actuary or the New Provider's Scheme Actuary may reasonably request for the purposes of calculating the Bulk Transfer Value or for any other purpose of this clause 28 (Pensions) shall be made available promptly to them.
- 28.26 The Provider (or Sub-Contractor as applicable) shall use its reasonable endeavours to procure that on or before the Bulk Transfer Value Payment Date the trustees of the Scheme shall pay or transfer to the New Provider's Scheme an amount equal to the Bulk Transfer Value determined under clause 28.23 (New Provider).

Indemnity

- 28.27 The Provider shall indemnify and keep the Authority indemnified on demand from and against all claims, demands, actions, proceedings, damages, compensation, tribunal

awards, fines, judgments, costs, expenses and all other liabilities whatsoever arising out of or connected with any claim or other legal recourse by any of the Relevant Employees or any trade union or employee representative of any of the Relevant Employees against the Authority which relates to any actual or alleged act or omission by the Provider, its contractors or Sub-contractors in breach of the obligations under this clause 28 (Pensions) or under the Admission Agreement or under the LGPS Regulations arising during the period from and including the Relevant Transfer Date and until and including the date of the termination of the Contract.

28.28 The Authority shall indemnify and keep the Provider indemnified on demand from and against all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, judgments, costs, expenses and all other liabilities whatsoever arising out of or connected with any claim or other legal recourse by any of the Relevant Employees or any trade union or employee representative of any of the Relevant Employees against the Provider which relate to periods of service of the Eligible Employees up to and including the Relevant Transfer Date.

29 EMPLOYEES

29.1 Employee Checks

- (a) This clause 29 (Employees) applies to all individuals engaged by the Provider or its sub-contractors to carry out the Works or perform the Services (“**Relevant Staff**”).
- (b) The Provider shall ensure that, in respect of each individual intended to become a member of the Relevant Staff, before the individual begins to perform the Services or carry out the Works:
 - (i) recruitment practices and procedures are followed in accordance with the Good Industry Practice;
 - (ii) where the Provider must carry out checks on any Relevant Staff with the Criminal Records Bureau in order to satisfy the Authority’s obligations under s.157 and s.175 of the Education Act 2002 and any applicable Guidance provided by the Department for Children, Schools and Families the results of any such checks are notified to the Authority as soon as reasonably practicable and in any event, prior to the Relevant Staff member becoming involved in the provision of any part of the Services which requires such checks to be made.

29.2 Cost of Checks

The Provider is responsible for all costs associated in carrying out all checks with the Criminal Records Bureau.

29.3 Notification of Employees

The Provider shall before the date on which the Provider first provides any of the Services provide the Authority with a written list of the names and addresses of all employees or other persons who it expects will provide the Services, specifying the capacities in which those employees or other persons are concerned with the Services

and giving such other particulars as the Authority may require. The Provider shall update this information as soon as practicable after any such individuals are replaced or complemented by others, and in any event within twenty (20) Business Days of the date of their inclusion.

29.4 Rejection of Employees

The Authority reserves the right to reject any person, employed or engaged by the Provider or a Sub-Contractor to undertake the Services, who would, in the opinion of the Authority, present a risk to themselves or an Authority Related Party or property, and shall not be obliged to give any reasons for such rejection.

29.5 Decision to Reject Employees

The decision of the Authority as to whether any person is to be rejected pursuant to clause 29.4 (Rejection of Employees) shall be final and conclusive, and the Authority shall not be obliged to give any further details of the reasons for its decision beyond a statement that the decision is made pursuant to clause 29.4 (Rejection of Employees). If the Authority declines to give reasons for exercising its rights under clause 29.4 (Rejection of Employees) and 29.5 (Decision to Reject Employees), the Authority shall indemnify the Provider and keep the Provider indemnified from and against any injury, claims, costs and expenses (including legal expenses) and or damage suffered or incurred by the Provider, provided that the Provider or the relevant one of its Sub-Contractors has used its reasonable endeavours to redeploy that person elsewhere and/or to mitigate the claim.

29.6 Removal from Services

The Provider shall comply with and/or procure compliance with any notice issued by the Authority from time to time requiring the removal from any of the Services of any person employed who in the opinion of the Authority (which it shall not be required to explain or disclose to the Provider) is not acceptable on the grounds of risk to themselves or an Authority Related Party or property and that such persons shall not be employed again upon the Project without the written consent of the Authority.

30 EQUAL OPPORTUNITIES

30.1 The Provider shall:

- (a) not unlawfully discriminate against any person, including on the grounds of, without limitation, age, colour, race, nationality, disability, ethnic or national origin, marital status, religion or religious belief or philosophical belief (as defined by the Employment Equality (Religion or Belief) Regulations 2003 as amended from time to time), sex, sexuality (including sexual orientation), trade union membership or activity, and responsibility for dependants (where a relevant employee has sole or substantial responsibility for familial or non-familial dependents);
- (b) take all necessary steps (and deliver to the Authority full details of the steps taken) to prevent recurrence of unlawful discrimination designated as such by any court or tribunal, or the Commission for Racial Equality (“CRE”), the Equal Opportunities Commission (“EOC”), the Disability Rights Commission

(“DRC”) or the Commission for Equality and Human Rights (“CEHR”) or any successor body to the CRE, EOC, DRC or CEHR;

- (c) comply with all codes of practice (as amended or replaced from time to time) issued by the CRE, the DRC, the EOC or the CEHR (or any successor organisations) for the elimination of discrimination and harassment and the promotion of equal opportunity in employment and provide such information as the Authority may reasonably request for the purposes of ascertaining compliance with this clause 30.1(c); and
- (d) comply with any other requirements and instructions which the Authority reasonably imposes in connection with any statutory equality obligations imposed on the Authority at any time, including but not limited to any requirements that the Authority may impose on the Provider to gather and collate relevant data and to the extent that the Authority imposes any obligation pursuant to this clause 30.1(d) upon the Provider which would give rise to additional costs for the Provider the Authority shall be obliged to issue an Authority Notice of Change pursuant to clause 55.1 (Authority Changes).

30.2 The Provider shall adopt policies to comply with its statutory obligations under all equality legislation, including without limitation under the Race Relations Act 1976, Sex Discrimination Act 1975, the Disability Discrimination Act 1995 and 2005, Equal Pay Acts 1970 and 1983, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Age) Regulations 2006 (as enacted and amended), Equality Act 2006, Human Rights Act 1998, and all equality Legislation, including the obligations contained in such Legislation to have due regard to the need to eliminate unlawful discrimination and harassment and to promote equality of opportunity in employment and accordingly will not treat one group of people less favourably than others because of their colour, race, disability, sex, nationality, belief, age, sexual orientation or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss its personnel and confirm details of such policies.

30.3 In the event of any finding of unlawful racial discrimination being made against the Provider or any Sub Contractor by any court or industrial tribunal, or of any adverse finding in any formal investigation by the CRE, the DRC, the EOC or the CEHR (or any successor organisations), the Provider shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

30.4 The Provider shall, on request, provide the Authority with details of any steps taken under clause 30.3 (Equal Opportunities).

30.5 The Provider shall set out its policies in respect of its compliance with equality legislation:

- (a) in instructions to those concerned with recruitment, training and promotion;
- (b) in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
- (c) in recruitment advertisements and other literature.

- 30.6 The Provider shall, on request, provide the Authority with examples of the instructions and copies of other documents, recruitment advertisements and other literature.
- 30.7 The Provider shall observe as far as possible, and at least in accordance with the Authority's published criteria, the Commission for Racial Equality's Race Relations Code of Practice in employment as approved by Parliament and issued in 1984. This gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of ethnic minorities which are under-represented in the workforce to apply for jobs or take up training opportunities.
- 30.8 The Provider shall provide such information as the Authority may reasonably request for the purpose of assessing the Provider's compliance with clause 30.7 (Equal Opportunities).
- 30.9 The Provider shall procure that any subcontractor or contractor of the Provider complies with the obligations set out in clauses 30.1 and 30.2 and 30.4 to 30.8 (inclusive).

31 SUITABILITY OF EMPLOYEES

- 31.1 The Provider shall (and shall procure that any Sub-Contractor shall) procure that only such persons who are skilled and experienced and have such qualifications and training as may be required by law are employed or engaged in the provision of the Services.
- 31.2 The Provider shall (and shall procure that any Sub-Contractor shall) procure that all persons engaged in the provision of the Services are at all times properly and adequately trained, notified and instructed with regard to the duties of their job, any standing instructions or policies and procedures of the Authority as notified to the Provider or Sub-Contractor from time to time, all relevant health and safety rules, fire risks and fire precautions and any other statutory or mandatory requirements. The Provider shall (and shall procure that any Sub-Contractor shall) maintain a training record which shall be available for inspection by the Authority on request.

31.3 Conduct of Staff

Whilst engaged in the Works and/or Services the Provider shall (and shall procure that any Sub-Contractor shall):

- (a) comply in all respects with all Legislation from time to time in force in relation to equal opportunities;
- (b) comply with such rules, regulations and requirements relating to the conduct of staff (including those in respect of security arrangements) as may be made and enforced by the Authority from time to time acting reasonably; and
- (c) shall ensure that its employees, servants, agents and sub-contractors also comply with clauses 31.3(a) and 31.3(b).

The Provider shall take and/or procure appropriate disciplinary action against any members of Relevant Staff who transgress any such Legislation, rules, regulations and

requirements (which may include the removal from work in or about the carrying out of the Works or the provision of the Services of any such person).

31.4 Provider's Employees

Other than as expressly provided in this Contract, the Provider shall be entirely responsible for the employment and conditions of service of the Provider's employees and shall procure that any Sub-Contractor is likewise responsible for its employees.

32 OPERATING MANUAL

32.1 Maintenance of Manual

The Provider shall throughout the Operational Period maintain and update an operating and maintenance manual setting out the procedures for providing the Services (the "**Operating Manual**").

32.2 Access to Manual

The Provider shall at the request of the Authority provide the Authority with access to the Operating Manual in order to demonstrate that the Provider has complied with its obligation to maintain and update the Operating Manual under clause 32.1 (Maintenance of Manual).

32.3 Copy on Termination

On termination of this Contract in its entirety (howsoever arising including expiry), the Provider shall within ten (10) Business Days provide a copy of the Operating Manual to the Authority. On a Partial Termination of this Contract, the Provider shall within ten (10) Business Days, provide a copy of the relevant sections of the Operating Manual to the Authority.

PART 5 - PAYMENT

33 PAYMENT PROVISIONS

33.1 Payment of the Unitary Charge

The Authority shall pay the Provider the Unitary Charge in respect of each Contract Year. The Unitary Charge comprises:

- (a) the Monthly Unitary Charge in respect of each Payment Period in each Contract Year calculated in accordance with Part 2 of Schedule 7a (Payment Mechanism), and
- (b) the Annual Reconciliation Payment for that Contract Year calculated in accordance with Part 3 of Schedule 7a (Payment Mechanism).

33.2 Report and Invoice – Monthly Unitary Charge

In respect of the Monthly Unitary Charge for a Payment Period, not later than five (5) Business Days before the commencement of the relevant Payment Period the Provider shall submit to the Authority:

- (a) the Monthly Unitary Charge Report for the relevant Payment Period showing:
 - (i) the Monthly Unadjusted Unitary Charge for that Payment Period which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (ii) the Monthly Landfill Payment for that Payment Period which fall to be made in accordance with Schedule 7a (Payment Mechanism);
 - (iii) any Performance Deductions and Unavailability Deductions for the Payment Period two (2) months prior to the relevant Payment Period which fall to be made in accordance with Schedule 7b (Performance and Unavailability Deductions) to the extent that these have not been accounted for in the Annual Reconciliation Payment for the previous Contract Year;
 - (iv) any Ancillary Services Payment for the Payment Period two (2) months prior to the relevant Payment Period which fall to be made in accordance with Schedule 7a (Payment Mechanism) to the extent that these have not been accounted for in the Annual Reconciliation Payment for the previous Contract Year;
 - (v) any Pass Through Payment for the Payment Period two (2) months prior to the relevant Payment Period which fall to be made in accordance with Schedule 7a (Payment Mechanism) to the extent that these have not been accounted for in the Annual Reconciliation Payment for the previous Contract Year;
 - (vi) the Landfill Allowance Adjustment (if any) arising from the

reconciliation of the Authority's LATS trading position for the preceding Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism) to the extent that these have not been accounted for in the Annual Reconciliation Payment for the previous Contract Year;

- (vii) the Milestone Payment for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (viii) any adjustments to the Unitary Charge in respect of any Payment Period which fall to be made in accordance with clause 68 (Financial Adjustments);
 - (ix) any undisputed amounts in respect of any Payment Period owed by either party to the other in accordance with clause 58 (Indemnities Guarantees and Contractual Claims);
 - (x) any amounts to be deducted in respect of any Payment Period pursuant to clause 42 (Surveys on Termination and Retention Fund); and
- (b) an invoice for the amount due under the Monthly Unitary Charge (if any) shown by the relevant Monthly Unitary Charge Report as owing by the Authority to the Provider and for any VAT payable by the Authority in respect of that amount.

33.3 Report and Invoice - Annual Reconciliation Payment

- (a) In respect of the Annual Reconciliation Payment, within thirty (30) Business Days of the end of each Contract Year (the Annual Reports Date), the Provider shall submit to the Authority:
- (b) the Annual Reconciliation Report showing for the relevant Contract Year:
 - (i) a statement reconciling the annual tonnage of waste for the Contract Year as specified in the Base Case Model to the actual tonnages of waste for the Contract Year as reported in accordance with paragraph 2.11 of Schedule 32 (Reporting Requirements);
 - (ii) any Performance Deductions and Unavailability Deductions for the Contract Year which have not been accounted for within the payment of the Monthly Unitary Charge and fall to be made in accordance with Schedule 7b (Performance and Unavailability Deductions);
 - (iii) any Ancillary Services Payment for the Contract Year which have not been accounted for within the payment of the Monthly Unitary Charge and fall to be made in accordance with Schedule 7a (Payment Mechanism);
 - (iv) any Pass Through Payments for the Contract Year which have not been accounted for within the payment of the Monthly Unitary Charge and fall to be made in accordance with Schedule 7a (Payment Mechanism);

- (v) the Volume Adjustments for the Contract Year which fall to be made in accordance with Schedule 7a (Payment Mechanism);
 - (vi) the SABC Reconciliation Payment for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (vii) the Landfill Payment Reconciliation for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (viii) the Landfill Diversion Bonus for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (ix) the Excess Revenue Share for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (x) the Royalty Payment for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (xi) the Non Contract Waste Displacement Payment for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (xii) the Contingency Delivery Point Overrun Charge for the Contract Year which falls to be made in accordance with Schedule 7a (Payment Mechanism);
 - (xiii) any adjustments to the Unitary Charge for the Contract Year which have not been accounted for within the payment of the Monthly Unitary Charge and fall to be made in accordance with clause 68 (Financial Adjustments);
 - (xiv) any undisputed amounts for the Contract Year owed by either party to the other in accordance with clause 58 (Indemnities Guarantees and Contractual Claims) and which have not been accounted for within the payment of the Monthly Unitary Charge;
 - (xv) any amounts for the Contract Year to be deducted pursuant to clause 42 (Surveys on Termination and Retention Fund) and which have not been accounted for within the payment of the Monthly Unitary Charge;
- (c) an invoice for the amount due under the Annual Reconciliation Payment for the Contract Year (if any) shown by the report as owing by the Authority to the Provider and for any VAT payable by the Authority in respect of that amount.

33.4 **Payment**

- (a) Subject to clause 33.5 (Disputed Amounts), the Authority shall pay the amounts stated as due under the Monthly Unitary Charge (if any) and the amount stated as due under the Annual Reconciliation Payment (if any) as submitted under clause 33.2 (Report and Invoice – Monthly Unitary Charge) and clause 33.3 (Report and Invoice – Annual Reconciliation Payment) within five (5) Business Days of its submission.

- (b) Where a report submitted in respect of the Monthly Unitary Charge shows a net amount owed by the Provider to the Authority, the Provider shall pay that amount to the Authority within twenty-five (25) Business Days of the report or, at the option of the Authority, carry forward that amount to the next report in reduction of accounts which would otherwise have been owed by the Authority to the Provider.
- (c) Where a report submitted in respect of the Annual Reconciliation Payment shows a net amount owed by the Provider to the Authority, the Provider shall pay that amount to the Authority within twenty-five (25) Business Days of the report or, at the option of the Authority, the Authority shall be entitled to set off that amount in accordance with clause 33.4 (Rights of Set Off) and the next report submitted by the Provider pursuant to clause 33.2 (Report and Invoice Monthly Unitary Charge) shall show a reduction in the invoice by that amount in reduction of accounts which would otherwise have been owed by the Authority to the Provider.

33.5 Disputed Amounts

- (a) If the Authority disputes in good faith the Provider's entitlement to any part of the amount claimed by the Provider as due under either the Monthly Unitary Charge or the Annual Reconciliation Payment pursuant to clause 33.2 (Report and Invoice - Monthly Unitary Charge) and clause 33.3 (Report and Invoice-Annual Reconciliation Payment) in respect of any Payment Period the provisions of this clause 33.5 (Disputed Amounts) shall apply.
- (b) The Authority shall notify the Provider in writing within ten (10) Business Days of receipt by the Authority of the relevant invoice and supporting report for the Monthly Unitary Charge or the Annual Reconciliation Payment of that part of the amount (insofar as at the time of such notice the Authority is reasonably able to quantify it) which the Authority disputes in good faith (a "**Disputed Amount**") and submit to the Provider such supporting evidence as the Authority may have.
- (c) The Authority may withhold payment of any Disputed Amount pending agreement or determination of the Provider's entitlement in relation to the Disputed Amount.

33.6 Response to Authority Notice

Within five (5) Business Days following receipt by the Provider of any notice served by the Authority pursuant to clause 33.5 (Disputed Amounts), the Provider shall respond by notifying the Authority as to whether or not it agrees with the statements made in that notice. If the Provider indicates that it does agree, or if the Provider fails to make such a response within that time limit, the Authority shall be entitled:

- (a) to retain on a permanent basis any amounts withheld pursuant to clause 33.5 (Disputed Amounts); and
- (b) to reclaim from the Provider the amount of any over-payment which may have been made to the Provider together with interest on any such amount at the

Prescribed Rate calculated on a daily basis and compounded quarterly from the date on which the over-payment was made until that amount has been paid in full and whether before or after judgment.

33.7 **Dispute**

If the Provider responds (pursuant to clause 33.6 (Response to Authority Notice)) that it does not agree with all or any of the statements made in any notice served by the Authority pursuant to clause 33.5(b) (Disputed Amounts), the matter or matters in question shall be determined under the Dispute Resolution Procedure.

33.8 **Determination of Dispute**

If the determination of any dispute conducted pursuant to clause 33.7 (Dispute) shows that:

- (a) the Authority has withheld any amount which the Provider was entitled to be paid; or
- (b) the Provider has claimed under clause 33.2 (Report and Invoice- Monthly Unitary Charge) and/or clause 33.3 (Report and Invoice- Annual Reconciliation Payment) any amount which it was not entitled to be paid,

the Authority shall pay such amount to the Provider or the Provider shall repay such amount to the Authority with interest in each case on that amount at the Prescribed Rate calculated on a daily basis and compounded quarterly from the date on which payment should have been made (in the case of failure to pay by the Authority) or from the date on which over payment was made (in the case of excessive claims by the Provider) until all relevant monies have been paid in full and whether before or after judgment.

33.9 **Rights of Set Off**

The Provider shall not be entitled to retain or set off any amount due to the Authority by it, but the Authority may retain or set off any amount owed to it by the Provider under this Contract which has fallen due and payable against any amount due to the Provider under this Contract.

33.10 **Set Off and Disputed Amounts**

If the payment or deduction of any amount referred to in clause 33.9 (Rights of Set Off) is disputed then any undisputed element of that amount shall be set off and the disputed element shall be dealt with in accordance with the Dispute Resolution Procedure.

33.11 **VAT on Payments**

- (a) All amounts due under this Contract are exclusive of VAT.
- (b) 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.

- (c) 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.
- (d) The Provider 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 the Provider.

34 INDEXATION

On the Effective Date and on 1 April of each Contract Year, the Unitary Charge shall be adjusted for the forthcoming Contract Year in accordance with Part 4 of Schedule 7a (Payment Mechanism).

35 BENCHMARKING AND MARKET TESTING

None of the Services shall be subject to benchmarking and/or market testing, other than pursuant to and in accordance with the provisions of Schedule 34 (Interim Services and Run-Out Services).

36 BEST VALUE

36.1 Authority's Best Value Duty

- (a) The Provider acknowledges that:
 - (i) the Authority is subject to the Best Value Duty; and
 - (ii) the provisions of this clause 36 (Best Value) are intended to assist the Authority in discharging its Best Value Duty in relation to the Services.
- (b) The Provider shall, throughout the Service Period, but only to the extent of its obligations in this Contract, make arrangements to secure continuous improvement in the way in which the Services are provided, having regard to a combination of economy, efficiency and effectiveness.
- (c) The Provider shall undertake or refrain from undertaking such actions as the Authority shall reasonably request to enable the Authority to comply with Part 1 of the 1999 Act, including:
 - (i) supporting and assisting the Authority in preparing Best Value Performance Plans and conducting Best Value Reviews in relation to the Services;
 - (ii) complying with requests for information, data or other assistance made by the Authority in pursuance of its Best Value Duty including to:

- (A) enable the Authority to prepare a Best Value Performance Plan;
 - (B) enable the Authority to conduct a Best Value Review;
 - (C) facilitate the audit of the Authority’s Best Value Performance Plan by the Authority’s auditor pursuant to Section 7 of the 1999 Act;
 - (D) facilitate the Authority preparing any statement, in response to an Authority’s auditor’s report, pursuant to Section 9 of the 1999 Act;
 - (E) facilitate any inspection undertaken by any Relevant Authority in connection with the Best Value Duty in respect of the Services, including any inspection undertaken with a view to verifying the Authority’s compliance with its Best Value Duty pursuant to Sections 10 and 11 of the 1999 Act;
 - (F) assist the Authority in relation to any action taken by the Secretary of State under Section 15 Local Government Act 1999; and
 - (G) enable the Authority to comply with the Publication of Information Direction 2000 (England and Wales);
- (iii) complying with all requests by the Authority to procure the attendance of specific officers or employees of the Provider or any Sub-Contractor (or any of its or their Sub-Contractors) at any meetings of the Authority at which the Services are to be discussed (but not, otherwise in exceptional circumstances, more than twice in any one year);
 - (iv) permitting any officer, agent or employee of the Audit Commission or other Relevant Authority empowered to inspect the Authority’s compliance with Part 1 of the 1999 Act, in connection with the exercise of his statutory powers and duties, at all reasonable times and upon reasonable notice, access to:
 - (A) the Project Facilities;
 - (B) any document or data relating to the Services; and
 - (C) any Sub-Contractor, agent or employee of the Provider.

36.2 Customer Satisfaction Survey

- (a) The Provider shall, on each Customer Satisfaction Survey Date undertake (or procure the undertaking of) a customer satisfaction survey (“**Customer Satisfaction Survey**”) the purpose of which shall include:
 - (i) assessing the level of satisfaction among Service Users with the Services (including the way in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency

and effectiveness of the Services;

- (ii) assisting in the preparation of the Provider's Annual Service Performance and Improvement Plan and Annual Service Plan;
 - (iii) monitoring the compliance by the Provider with the Specification; and
 - (iv) assisting the Authority in the preparation of its Best Value Performance Plans and the conduct of its Best Value Reviews.
- (b) The Customer Satisfaction Survey shall be undertaken by means of distributing to a minimum of 1% of Service Users within ten (10) Business Days of each Customer Satisfaction Survey Date a questionnaire or other survey method as agreed between the Parties in a form to be agreed with the Council (acting reasonably).
- (c) The content of the questionnaire or other material to be used for any other survey method referred to in clause 36.2(b) (Customer Satisfaction Survey) and the method of undertaking the Customer Satisfaction Survey shall comply with all applicable Legislation and Guidance.
- (d) The Authority shall provide reasonable assistance and information (subject to compliance with all Legislation) to the Provider to enable the Provider to undertake the Customer Satisfaction Survey.
- (e) Within one (1) month of each Customer Satisfaction Survey Date, the Provider shall prepare a summary of the results of the Customer Satisfaction Survey in such form as the Authority shall reasonably require and promptly upon a written request from the Authority provide such further details (including copies of all returned questionnaires and/or any other survey material used by the Provider) as the Authority shall reasonably require.

36.3 **Annual Service Performance and Improvement Plan**

- (a) Without prejudice to any other provision in this Contract the Provider shall, on the Annual Reports Date in each year of the Contract Period, at its own cost provide to the Authority a written report (the "**Annual Service Performance and Improvement Plan**") in accordance with the requirements of paragraph 3.7.6 of Schedule 2 (Specification) and paragraph 3.3 of Schedule 32 (Reporting Requirements).
- (b) The Provider shall upon a written request from the Authority promptly provide such written evidence or other supporting information as the Authority may reasonably require to verify and audit the information and other material contained in the Annual Service Performance and Improvement Plan.
- (c) If, in the Authority's reasonable opinion, the provision, performance or delivery of the Services (or any part) may be more effective, efficient and economic having regard to the Annual Service Performance and Improvement Plan and the Best Value Duty, then the Authority may serve a written notice upon the Provider (a "**Best Value Service Change Notice**") stating the nature and timing of the changes to the provision, performance or delivery of the

Services (or the relevant part) which the Authority desires.

- (d) The Provider shall, within fifteen (15) Business Days of the date of receipt of the Best Value Service Change Notice, provide the Authority at its own cost with a written statement (the “**Annual Service Plan**”) containing the Services Delivery Plan to achieve the change to the Services (or the relevant part) in accordance with the Best Value Service Change Notice.
- (e) As soon as practicable after the Authority receives the Annual Service Plan, the Parties shall discuss and agree the issues set out in the Annual Service Plan. In such discussions the Authority may modify the Best Value Service Change Notice, in which case the Provider shall, as soon as practicable, and in any event not more than fifteen (15) Business Days after the receipt of such modification, notify the Authority of any consequential changes to the Annual Service Plan.
- (f) If the Parties cannot agree on the contents of the Annual Service Plan then the dispute will be determined in accordance with the Dispute Resolution Procedure.
- (g) As soon as practicable after the content of the Annual Service Plan has been agreed or otherwise determined pursuant to the Disputes Resolution Procedure the Authority shall:
 - (v) confirm in writing the Annual Service Plan; or
 - (vi) withdraw the Best Value Service Change Notice.
- (h) If the Authority does not confirm the Annual Service Plan within fifteen (15) Business Day of the Annual Service Plan having been agreed or otherwise determined pursuant to the Disputes Resolution Procedure then the Annual Service Plan shall be deemed to have been withdrawn.
- (i) If the Authority confirms the Annual Service Plan the Authority shall propose a change in the Services in accordance with clause 55 (Change in Works and/or Service).
- (j) To the extent that the implementation of the proposals in the Annual Service Plan will result in a decrease in the costs of the Provider, the Monthly Unitary Charge shall be adjusted downwards in accordance with clause 68 (Financial Adjustments) and Schedule 37 (Unitary Charge Adjustment Protocol) to reflect a sharing in the decrease in costs 50:50 as to the Authority and Provider respectively.
- (k) To the extent that the implementation of the proposals in the Annual Service Plan will result in an increase in the costs of the Provider, the Unitary Charge shall be adjusted upwards in accordance with clause 68 (Financial Adjustments) and Schedule 37 (Unitary Charge Adjustment Protocol).
- (l) The Provider shall take all reasonable steps to mitigate any costs arising as a consequence of a Best Value Service Change Notice and an Authority Notice of Variation served pursuant to clause 36.3 (Annual Service Performance and

Improvement Plan).

36.4 **Best Value Reviews**

- (a) On or before each Best Value Review Date the Authority may instigate a Best Value Review in relation to the Services (or any individual service for which the Authority is obliged to carry out a Best Value Review) and thereafter the following provisions of this clause 36.4 (Best Value Reviews) shall apply.
- (b) The Parties agree that any such Best Value Review shall be carried out in accordance with the applicable Legislation.
- (c) The Authority shall carry out the Best Value Review at its own cost.
- (d) In carrying out the Best Value Review, the Authority may take into account the results of any:
 - (i) Annual Service Performance and Improvement Plans; and/or
 - (ii) Customer Satisfaction Survey,

and shall consult with the Provider on any proposals to change the Services (or any part) to enable the Authority to comply with its Best Value Duty.

- (e) If in the Authority's reasonable opinion the results of the Best Value Review disclose that the provision, performance or delivery of the Services (or any part) may be more efficient, effective or economic having regard to the Best Value Duty, then the Authority may serve a Best Value Service Change Notice on the Provider stating the nature and timing of the changes to the provision, performance or delivery of the Services (or the relevant part) which the Authority desires.
- (f) The Provider shall, within fifteen (15) Business Days of the date of receipt of a Best Value Service Change Notice, at its own cost provide the Authority with a written statement (the "**Best Value Review Plan**") containing the Services Delivery Plan to achieve the change to the Services (or the relevant part) in accordance with the Best Value Service Change Notice.
- (g) As soon as practicable after the Authority receives the Best Value Review Plan the Parties shall discuss and agree the issues set out in the Best Value Review Plan. In such discussions the Authority may modify the Best Value Service Change Notice, in which case the Provider shall, as soon as practicable, and in any event not more than fifteen (15) Business Days after the receipt of such modification, notify the Authority of any consequential changes to the Best Value Review Plan.
- (h) If the Parties cannot agree on the contents of the Best Value Review Plan then the dispute will be determined in accordance with the Disputes Resolution Procedure.
- (i) As soon as practicable after the content of the Best Value Review Plan has been agreed or otherwise determined pursuant to the Disputes Resolution

Procedure the Authority shall:

- (i) confirm in writing the Best Value Review Plan; or
 - (ii) withdraw the Best Value Service Change Notice.
- (j) If the Authority does not confirm the Best Value Review Plan within ten (10) Business Days of the Best Value Review Plan having been agreed or determined in accordance with the Disputes Resolution Procedure then the Best Value Service Change Notice shall be deemed to have been withdrawn.
- (k) If the Authority confirms the Best Value Review Plan the Authority shall propose a change in the Services (or any part of the Services) in accordance with clause 55 (Change in Works and/or Service).
- (l) To the extent that the implementation of the proposals contained in the Best Value Review Plan will result in a decrease in the costs of the Provider, the Unitary Charge shall thereafter be adjusted downwards in accordance with clause 68 (Financial Adjustments) to reflect the sharing in the decrease in costs 50:50 as to the Authority and Contractor respectively.
- (m) To the extent that if the implementation of the proposals contained in the Best Value Review Plan will result in an increase in the costs of the Provider, the Unitary Charge shall thereafter be adjusted upwards in accordance with clause 68 (Financial Adjustments).
- (n) The Provider shall take all reasonable steps to mitigate any costs arising as a consequence of a Best Value Service Change Notice and an Authority Notice of Change served pursuant to clause 36.4(k) (Best Value Reviews).

37 OWNERSHIP AND RIGHTS TO CONTRACT WASTE

37.1 Ownership of Waste

Subject to clause 37.3 (Excess Waste) and the provisions of Schedule 41 (Consequences of Partial Termination) as between the Authority and the Provider, all Contract Waste which is Collected received by or otherwise in the possession of the Provider or any of its Sub-contractors on or after the Services Commencement Date shall thereupon become and be deemed to be acquired by and in the ownership and at the risk of the Provider who shall take full responsibility for it.

37.2 Rights to Contract Waste

- (a) From the Services Commencement Date the Provider shall have the exclusive right to Collect all Contract Waste arising in the Collection Contract Area.
- (b) Subject to clause 37.2(c), from the Services Commencement Date the Provider shall have the right to have delivered to it (or delivered at its discretion in accordance with the terms of this Contract) all of the Contract Waste arising in the Contract Area which is collected by or on behalf of the Districts.
- (c) Subject to clause 37.3 (Excess Waste), from the Effective Date, the Authority

shall not and shall procure for the benefit of the Provider that no Waste Collection Authority shall engage any third party contractor to provide services which are intended to or which have the effect of discharging the obligations of the Authority, or any WCA under section 45(1) and 45(2) of the EPA within the Contract Area other than in relation to:

- (i) the Collection and Handling of up to one thousand (1,000) Tonnes per annum of Food Waste arising within the administrative boundary of South Shropshire District Council;
- (i) the Collection of Contract Waste in accordance with sections 45(1) and 45(2) of the EPA arising within the administrative boundary of SABC prior to the SABC Collection Date;
- (ii) the Composting of Green Waste arising within the administrative boundary of SABC prior to 1 April 2010;
- (iii) the provision of Landfill services by Shropshire Waste Management Limited in relation to Contract Waste arising within the Contract Area (excluding the administrative boundary of Oswestry Borough Council) prior to 15 February 2009;
- (iv) the provision of HRC Services at Bridgnorth HRC prior to 15 February 2009; and
- (v) Street Cleansing Waste arising within the Contract Area (excluding the administrative boundary of South Shropshire District Council prior to 1 October 2012).

37.3 Excess Waste

- (a) If it is forecast or it otherwise becomes apparent that the Tonnage of Contract Waste received or likely to be received by the Provider will or is likely to exceed the Upper Contract Waste Tonnage Threshold then upon either party serving a written notice upon the other party pursuant to their respective rights under clause 55.1 (Authority Charges) and clause 55.2 (Provider Charges) the Excess Waste review set out in clauses 37.3(b) and (c) will take place.
- (b) Within thirty (30) Business Days of the notice referred to in clause 37.3(a) the Provider shall either:
 - (i) deliver to the Authority a written proposal (the “**Excess Waste Proposal**”) to deal with the Residual Waste component of the Excess Waste supported by all information reasonably necessary to evaluate the Excess Waste Proposal which shall include:
 - (A) the Provider’s projections relating to future levels of Excess Waste;
 - (B) the proposed level of Landfill Diversion and BMW Diversion Performance to be achieved in respect of the Residual Waste component of the Excess Waste;

- (C) the proposed change in the Unitary Charge and/or Contract Rates arising from dealing with the Residual Waste component of the Excess Waste;
 - (D) any proposed change to the Volume Adjustments arising from dealing with the Residual Waste component of the Excess Waste; and
 - (E) any consequential changes to the Contract arising from dealing with the Residual Waste component of the Excess Waste; or
 - (ii) notify the Authority that it does not wish to Treat the Residual Waste component of the Excess Waste in which case the Authority shall issue an Authority Notice of Change pursuant to its right under clause 55.1 (Authority Changes) directing the Provider to deliver the Residual Waste component of the Excess Waste to a specified location.
- (c) Where the Provider provides a proposal under clause 37.3(a)(i), the Authority shall, within thirty (30) Business Days of the delivery of the Excess Waste Proposal:
- (i) accept the Excess Waste Proposal and require the Provider to implement the Excess Waste Proposal as an Authority Change pursuant to clause 55.1 (Authority Changes);
 - (ii) where acting in good faith the Authority is able to demonstrate that it can secure arrangements with a suitable third party contractor to Treat one hundred percent (100%) of the Residual Waste component of the Excess Waste for a total price which is lower than that set out in the Provider's Excess Waste Proposal, issue an Authority Notice Change directing the Provider to deliver the Residual Waste component of the Excess Waste to a specified location.
- (d) For the avoidance of doubt nothing in this clause 37.3 (Excess Waste) shall relieve the Provider of its obligations under this Contract to Handle Excess Waste which is not Residual Waste and/or require the Provider to Treat the Residual Waste component of the Excess Waste unless and until an Authority Change has been agreed with the Authority.

PART 6 - TERMINATION

38 TERMINATION OF THIS CONTRACT

38.1 Termination on Provider Default

Subject to clause 38.4 (Rectification), and clause 38A.3 (No Contract termination for Collection and Recycling Services Provider Default) the Authority shall be entitled to:

- (a) terminate this Contract; or
- (b) terminate the Waste Treatment Services in isolation from the remaining Project Operations,

by notice in writing to the Provider if a Provider Default has occurred.

38.2 Voluntary Termination by the Authority

- (a) The Authority may terminate this Contract at any time on or before the Expiry Date by complying with its obligations under clause 38.2(b) (Voluntary Termination by the Authority).
- (b) If the Authority wishes to terminate this Contract under this clause 38.2 (Voluntary Termination by the Authority) it must give notice to the Provider stating:
 - (i) that the Authority is terminating this Contract under this clause 38.2 (Voluntary Termination by the Authority);
 - (ii) that this Contract will terminate on the date falling thirty (30) Business Days after the date of receipt of the notice; and
 - (iii) whether the Authority has chosen to exercise its option under clause 48 (Assets).
- (c) This Contract will terminate on the date falling thirty (30) Business Days after the date of receipt of the notice referred to in clause 38.2 (Voluntary Termination by the Authority).

38.3 Termination on Authority Default

- (a) If an Authority Default has occurred and the Provider wishes to terminate the Contract it must serve a termination notice on the Authority (the “**Provider Termination Notice**”) within forty-five (45) days of becoming aware of the Authority Default.
- (b) The Provider Termination Notice must specify the type of Authority Default which has occurred entitling the Provider to terminate.
- (c) The Contract will terminate on the day falling forty-five (45) days after the date the Authority receives the Provider Termination Notice, unless the Authority rectifies the Authority Default within thirty (30) days of receipt of

the Provider Termination Notice.

38.4 **Rectification**

- (a) If a Provider Default has occurred and the Authority wishes to terminate the Contract, it must serve a termination notice on the Contractor.
- (b) The termination notice must specify:
 - (i) the type and nature of Provider Default that has occurred, giving reasonable details; and
 - (ii) that in the case of any Provider Default falling within the limbs (a), (g), (h), (j), (q), (r) and (v) of the definition of Provider Default this Contract will terminate on the day falling sixty (60) days after the date the Provider received the termination notice, unless:
 - (A) in the case of a breach under limb (a) of the definition of Provider Default the Provider puts forward an acceptable rectification programme within thirty (30) days after the date the Provider receives the termination notice (and implements such programme in accordance with its terms and rectifies the Provider Default in accordance with the programme); or
 - (B) in the case of any Provider Default falling with the limbs (a), (g), (h), (j), (q), (r) and (v) of the definition of Provider Default the Provider rectifies the Provider Default within sixty (60) days after the date the Provider receives the termination notice; or
 - (iii) that in the case of any other Provider Default (not being limbs (a), (g), (h), (j), (q), (r) and (v)), this Contract will terminate on the date falling thirty (30) days after the date the Provider receives the termination notice.
- (c) If the Provider either rectifies the Provider Default within the time period specified in the termination notice, or implements the rectification programme, if applicable, in accordance with its terms, the termination notice will be deemed to be revoked and the Contract will continue.
- (d) If:
 - (i) in the case of a Provider Default within limb (a) of the definition of that term no acceptable rectification programme has been put forward pursuant to clause 38.4(b)(ii)(A) and the Provider fails to rectify the Provider Default within the time period specified in the termination notice; or
 - (ii) in the case of a Provider Default falling within limbs (g), (h), (j), (q), (r) and (v) of the definition of Provider Default, the Provider fails to rectify the Provider Default within the time period specified in the termination notice,

the Authority may give notice stating that the Contract will terminate on the date falling seven (7) days after the date of receipt of such notice.

- (e) If the Provider fails to implement any rectification programme in accordance with its terms, the Contract will terminate on the date falling seven (7) days after the date of notification by the Authority to the Provider of such failure to implement the rectification programme in accordance with its terms.

38A TERMINATION OF COLLECTION AND RECYCLING SERVICES

38A.1 Termination on Collection and Recycling Services Provider Default

Subject to clause 38A.2 (Collection and Recycling Services Rectification), the Authority shall be entitled to terminate the Collection and Recycling Services from this Contract in isolation from the remaining Project Operations by notice in writing to the Provider if a Collection and Recycling Services Provider Default has occurred.

38A.2 Collection and Recycling Services Rectification

- (a) If a Collection and Recycling Services Provider Default has occurred and the Authority wishes to terminate the Collection and Recycling Services in isolation from the remaining Project Operations, it must serve a termination notice on the Provider.
- (b) The termination notice must specify:
 - (i) the type and nature of Collection and Recycling Services Provider Default that has occurred, giving reasonable details; and
 - (ii) that in the case of any Collection and Recycling Services Provider Default falling within limb (a) or (j) of the definition of Collection and Recycling Services Provider Default the Collection and Recycling Services will terminate in isolation from the remaining Project Operations on the day falling sixty (60) days after the date of the date the Provider received the termination notice, unless:
 - (A) in the case of any Collection and Recycling Services Provider Default falling within limb (a) of the definition of Collection and Recycling Services Provider Default the Provider puts forward an acceptable rectification programme within thirty (30) days after the date the Provider receives the termination notice (and implements such programme in accordance with its terms and rectifies the Collection and Recycling Services Provider Default in accordance with the programme); or
 - (B) in the case of a Collection and Recycling Services Provider Default falling within limbs (a) or (j) of the definition of Collection and Recycling Services Provider Default, the Provider rectifies the Collection and Recycling Services Provider Default within sixty (60) days after the date the Provider receives the termination notice; or

- (iii) that in the case of any other Collection and Recycling Services Provider Default (not being limbs (a) or (j)) this Contract will terminate on the date falling thirty (30) days after the date the Provider receives the termination notice.
- (c) If the Provider either rectifies the Collection and Recycling Services Provider Default within the time period specified in the termination notice, or implements the rectification programme, if applicable, in accordance with its terms, the termination notice will be deemed to be revoked and the Contract will continue.
- (d) If in the case of a Collection and Recycling Services Provider Default within limb (a) of the definition of that term no acceptable rectification programme has been put forward pursuant to clause 38A.2 (b)(ii)(A) and the Provider fails to rectify the Provider Default within the time period specified in the termination notice the Authority may give notice stating that the Contract will terminate on the date falling seven (7) days after the date of receipt of such notice.
- (e) If the Provider fails to implement any rectification programme in accordance with its terms, the Contract will terminate on the date falling seven (7) days after the date of notification by the Authority to the Provider of such failure to implement the rectification programme in accordance with its terms.

38A.3 No Contract termination for Collection and Recycling Services Provider Default

Notwithstanding any other provision of this Contract:

- (a) The occurrence of a Collection and Recycling Services Provider Default shall not constitute or contribute to the occurrence of a Provider Default and termination of the Collection and Recycling Services in isolation from the other Project Operations pursuant to clause 38A.1 (Termination on Collection and Recycling Services Provider Default) shall not affect any other rights and/or obligations that the Authority and the Provider may have under this Contract; and
- (b) No act or omission of the Provider or any Provider Related Party in relation to the Collection and Recycling Services or any part of the Collection and Recycling Services and no failure to provide the Collection and Recycling Services or any part of the Collection and Recycling Services in accordance with this Contract shall give rise to or contribute directly or indirectly to the occurrence of a Provider Default or the early termination of this Contract.

38B TERMINATION ON AUTHORITY BREAK POINT DATE

- 38B.1 Without prejudice to its rights under clause 38B.2 (Voluntary Termination by the Authority), the Authority may terminate the entire Contract on the Authority Break Point Date by complying with its obligations under clauses 38B.2 to 38B.4 below.
- 38B.2 If the Authority wishes to terminate the Contract under this clause 38B.2 (Termination on Authority Break Point Date), it shall give notice to the Provider stating:
- (a) that the Authority is terminating the Contract under this clause 38B (Termination on an Authority Break Point Date);
 - (b) that the Contract will terminate on the specified Authority Break Point Date (which shall be a minimum of thirty (30) days after the date of receipt by the Provider of the notice);
 - (c) whether the Authority wishes to exercise its option under clause 38B.3 below; and
 - (d) whether the Authority wishes the Provider to provide Run-Out Services.
- 38B.3 On termination of the Contract pursuant to this clause 38B (Termination on an Authority Break Point Date), the Authority shall have the option to require the Provider to transfer its right, title and interest in and to the Assets to the Authority or as directed by the Authority.
- 38B.4 Provided the notice has been provided in accordance with clause 38B.2 above, the entire Contract shall terminate on the specified Authority Break Point Date.

39 TERMINATION FOR PERSISTENT BREACH BY THE PROVIDER

39.1 Warning Notice

If a particular breach of the Provider's obligations, other than in relation to the Collection and Recycling Services or which arise from a failure to provide Collection and Recycling Services in accordance with the requirements of this Contract (other than in relation to any breach for which Deductions could have been made) has continued for more than ninety (90) days or occurred more than six (6) times in any twelve (12) month period then the Authority may serve a notice on the Provider:

- (a) specifying that it is a formal warning notice;
- (b) giving reasonable details of the breach; and
- (c) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

39.2 Final Notice

If, following service of such a warning notice under clause 39.1 (Warning Notice) the breach specified has continued beyond thirty (30) days or recurred in three (3) or more

months within the six (6) month period after the date of service, then the Authority may serve another notice on the Provider:

- (a) specifying that it is a final warning notice;
- (b) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the final warning notice; and
- (c) stating that if such breach continues for more than thirty (30) days or recurs in three (3) or more months within the six (6) month period after the date of service of the final warning notice:
 - (i) the Contract may be terminated; or
 - (ii) the Waste Treatment Services may be terminated in isolation from the remaining Project Operations.

39.3 Currency of Warning Notices

A warning notice may not be served in respect of any breach which has previously been counted in the making of a separate warning notice.

39A TERMINATION FOR COLLECTION AND RECYCLING SERVICES PERSISTENT BREACH

39A.1 Collection and Recycling Services Warning Notice

If a particular breach of the Provider's obligations in respect of the Collection and Recycling Services (other than in relation to any breach for which Deductions could have been made) has continued for more than sixty (60) days or occurred more than six (6) times in any twelve (12) month period then the Authority may serve a notice on the Provider.

- (a) specifying that it is a formal Collection and Recycling Services warning notice;
- (b) giving reasonable details of the breach; and
- (c) stating that the breach is a Collection and Recycling Services breach which, if it recurs frequently or continues, may result in a termination of the relevant Collection and Recycling Services in isolation from the remaining Project Operations.

39A.2 Final Collection and Recycling Services Notice

If, following service of such a warning notice under clause 39A.1 (Collection and Recycling Services Warning Notice) the breach specified has continued beyond thirty (30) days or recurred in three (3) or more months in the six (6) month period after the date of service of the warning notice, then the Authority may serve a final Collection and Recycling Services warning notice on the Provider.

- (a) specifying that it is a final Collection and Recycling Services warning notice;

- (b) stating that the breach specified has been the subject of a Collection and Recycling Services warning notice served within the six (6) month period prior to the date of service of the final Collection and Recycling Services warning notice; and
- (c) stating that if the breach continues for more than thirty (30) days or recurs in three (3) or more months within the six (6) month period after the date of service of the final Collection and Recycling Services warning notice, the Collection and Recycling Services may be terminated in isolation from the remaining Project Operations.

39A.3 Currency of Collection and Recycling Services Warning Notices

A Collection and Recycling Services warning notice may not be served in respect of any breach which has previously been counted in the making of a separate Collection and Recycling Services warning notice.

40 TERMINATION ON FORCE MAJEURE

40.1 Relief from Obligations

No party shall be entitled to bring a claim for a breach of obligations under this Contract by the other party or incur any liability to the other party for any losses or damages incurred by that other party to the extent that a Force Majeure Event occurs and the relevant party is prevented from carrying out obligations by that Force Majeure Event. For the avoidance of doubt, (but without prejudice to clause 40.5 (Failure to Agree) or clause 40.7 (Notice to Continue) the Authority shall not be entitled to terminate this Contract or the Waste Treatment Services for a Provider Default or terminate the Collection and Recycling Services for a Collection and Recycling Services Provider Default, if such Provider Default or Collection and Recycling Services Provider Default arises from a Force Majeure Event.

40.2 Ability to Make Deductions

Nothing in clause 40.1 (Relief from Obligations) shall affect any entitlement to make Deductions in the period during which the Force Majeure Event is subsisting.

40.3 Notification

On the occurrence of a Force Majeure Event, the Affected Party shall notify the other party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

40.4 Consultation

As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.

40.5 **Failure to Agree**

If no such terms are agreed on or before the date falling one hundred and twenty (120) days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and eighty (180) days, then, subject to clause 41 (Consequences of Termination), either party may terminate this Contract by giving thirty (30) days written notice to the other party.

40.6 **Consequences of Termination**

If the Contract is terminated under clause 40.5 (Failure to Agree) or clause 40.7 (Notice to Continue)

- (a) compensation shall be payable by the Authority in accordance with clause 44 (Compensation on Termination for Force Majeure); and
- (b) the Authority may require the Provider to transfer its title, interest and rights in and to any Assets to the Authority.

40.7 **Notice to Continue**

If the Provider gives notice to the Authority under clause 40.5 (Failure to Agree) that it wishes to terminate this Contract, then the Authority has the option either to accept such notice or to respond in writing on or before the date falling ten (10) days after the date of its receipt stating that it requires this Contract to continue. If the Authority gives the Provider such notice, then:

- (a) the Authority shall pay to the Provider the Unitary Charge together with any lost third party income or revenue (net of costs that would have been incurred by the Provider in generating that income or revenue) from the day after the date on which this Contract would have terminated under clause 40.5 (Failure to Agree) as if the Services were being fully provided; and
- (b) this Contract will not terminate until expiry of written notice (of at least thirty (30) days) from the Authority to the Provider that it wishes this Contract to terminate.

40.8 **Mitigation**

The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Provider shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

40.9 **Cessation of Force Majeure Event**

The Affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall

continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

41 CONSEQUENCES OF TERMINATION

41.1 Compensation Provisions

If this Contract or, if applicable, the Waste Treatment Services are terminated pursuant to:

- (a) clause 38.1 (Termination on Provider Default), the provisions of clause 45 (Compensation on Termination for Provider Default or Collection and Recycling Services Provider Default) shall apply;
- (b) clause 38.2 (Voluntary Termination by the Authority), the provisions of clause 46 (Compensation on Termination for Authority Default) shall apply; or
- (c) clause 79 (Termination on Corrupt Gifts and Fraud), the provisions of clause 79.3 (Compensation on Termination for Corrupt Gifts and Fraud) shall apply.

41.2 Accrued Rights

Subject to clause 41A.2 (Accrued Rights) the termination of this Contract or, if applicable, the termination of the Waste Treatment Services in isolation from the remaining Project Operations howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to such a termination. The clauses of this Contract which expressly or impliedly have effect after such a termination will continue to be enforceable notwithstanding such a termination.

41A CONSEQUENCES OF TERMINATION OF COLLECTION AND RECYCLING SERVICES

41A.1 Compensation Provisions

If the Collection and Recycling Services are terminated in isolation from the other Project Operations pursuant to clause 38A.1 (Termination on Collection and Recycling Services Provider Default) the provisions of clause 45 (Compensation on Termination for Provider Default or Collection and Recycling Services Provider Default) shall apply.

41A.2 Accrued Rights

The termination of the Collection and Recycling Services in isolation from the remaining Project Operations howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The clauses of this Contract which expressly or impliedly have effect after termination of the Collection and Recycling Services will continue to be enforceable notwithstanding termination.

42 SURVEYS ON EXPIRY AND RETENTION FUND

42.1 Retention Fund

If the Provider has been notified under clause 42.5 (Results of Survey) that rectification and/or maintenance work is required, then six (6) months prior to the Expiry Date the Authority shall deduct the costs of that work as quantified by that survey from the Unitary Charge payable after such date and pay such amount into an interest bearing account (the “Retention Fund Account”) until this Contract has expired or terminated.

42.2 Final Survey

No earlier than eighteen (18) Months and no later than six (6) Months prior to the Expiry Date, the Authority shall be entitled to carry out or procure a final survey of the Sites, Project Facilities and Equipment by an independent party jointly appointed by the Authority and the Provider to assess whether they have been and are being maintained by the Provider in accordance with its obligations under clause 23.1 (Maintenance).

42.3 Notification of Survey

The Authority shall notify the Provider in writing a minimum of ten (10) Business Days in advance of the date it wishes to carry out the final survey. The Authority shall consider in good faith any reasonable request by the Provider for the final survey to be carried out on a different date if such request is made at least two (2) Business Days prior to the notified date and the Provider (acting reasonably) is able to demonstrate that carrying out the final survey on the notified date would materially prejudice the Provider’s ability to provide the Services.

42.4 Minimisation of Disruption

When carrying out the final survey, the Authority shall use reasonable endeavours to minimise any disruption caused to the provision of the Services by the Provider. The Provider shall afford the Authority or any person carrying out the survey (free of charge) any reasonable assistance required by the Authority during the carrying out of the final survey. The cost of the final survey shall be borne by the Authority.

42.5 Results of Survey

If the final survey shows that the Provider has not complied with or is not complying with its obligations under clause 23.1 (Maintenance), the Authority shall:

- (a) notify the Provider of the rectification and/or maintenance work which is required to bring the condition of the Sites, Project Facilities or Equipment to the standard they would have been in if the Provider had complied or was complying with its obligations under clause 23 (Condition of the Project Facilities) (the “**Required Standard**”);
- (b) specify a reasonable period within which the Provider must carry out such work; and

- (c) recover the cost of the survey from the Provider by means of a withdrawal from the Retention Fund Account.

42.6 **Maintenance Work**

The Provider shall carry out such rectification and/or maintenance work to the Authority's reasonable satisfaction within the period specified and any costs it incurs in carrying out such rectification and/or maintenance work shall be at its own expense.

42.7 **Costs**

If and to the extent that the Provider carries out the necessary rectification and/or maintenance work to the Authority's reasonable satisfaction within the specified period, the Authority, shall reimburse the Provider's costs of so doing by withdrawing amounts from the Retention Fund Account and paying these to the Provider. If the amount in the Retention Fund Account is insufficient to cover the Provider's costs, the Provider shall bear the balance of such costs itself.

42.8 **Failure to Carry Out Work**

If and to the extent that the Provider fails to carry out the necessary rectification and/or maintenance work to the Authority's reasonable satisfaction within the specified period, the Authority shall be entitled to carry out itself, or procure, such rectification and/or maintenance work at the Provider's expense and shall make withdrawals from the Retention Fund Account to pay for such work or, where there is insufficient funds in the Retention Fund Account, make deductions from the Unitary Charge or where the remaining Unitary Charge is insufficient, the Authority may recover the costs of such work as a debt from the Provider.

42.9 **Balance of Fund**

If:

- (a) all the rectification and/or maintenance work identified by the Authority has been carried out to the Authority's reasonable satisfaction ; and
- (b) all such work has been paid for by the Provider; and
- (c) no termination notice given in accordance with this Contract is outstanding,

then the Authority shall pay any credit balance on the Retention Fund Account to the Provider as soon as practicable.

43 TRANSITION TO ANOTHER PROVIDER

43.1 **Duty to Co-Operate**

During the final six (6) months prior to the Expiry Date (where this Contract expires by effluxion of time) or during the period of any notice of termination of this Contract or of any of the Services, and in either case for a period of six (6) months thereafter, the Provider shall use reasonable endeavours to co-operate fully with the transfer of responsibility for the Services (or any of the Services) to any new Provider of such

services the same or similar to the Services (in each case a “**New Provider**”), and for the purposes of this clause 43 (Transition to Another Provider) the meaning of the term “co-operate” shall include:

- (a) liaising with the Authority and/or any New Provider, and providing reasonable assistance and advice concerning the services and their transfer to the Authority or to such New Provider;
- (b) allowing any such New Provider access (at reasonable times and on reasonable notice) to the Project Facilities but not so as to interfere with or impede the provision of the Services; and
- (c) (without prejudice to the obligations of the Provider pursuant to clause 32 (Operating Manual)) providing to the Authority and/or to any New Provider all and any information concerning the Sites, the Project Facilities and the Services which is required for the efficient transfer of responsibility for their performance.

43.2 Transfer of Responsibility

The Provider shall use all reasonable endeavours so as to facilitate the smooth transfer of responsibility for the Services (or any part thereof) to a New Provider or to the Authority, as the case may be, and the Provider shall take no action at any time during the Contract Period or thereafter which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer.

43A INTERFACE SERVICES

43A.1 Waste Treatment Services Termination

From the Waste Treatment Services Termination Date the Provider and the Authority shall comply with their respective obligations set out in Part 3 to Schedule 41 (Consequences of Partial Termination).

43A.2 Collection and Recycling Services Termination

From the Collection and Recycling Services Termination Date the Provider and the Authority shall comply with their respective obligations set out in Part 3 to Schedule 41 (Consequences of Partial Termination).

PART 7 - COMPENSATION ON TERMINATION

44 COMPENSATION ON TERMINATION FOR FORCE MAJEURE

44.1 Amount

- (a) On termination of this Contract under clause 40 (Termination on Force Majeure), the Authority shall pay to the Provider the “Force Majeure Termination Sum” in accordance with clause 50 (Miscellaneous Compensation Provisions) and clause 51 (Method of Payment).
- (b) The Force Majeure Termination Sum shall be the amount equal to the aggregate of:
 - (i) the aggregate of capital expenditure and operating costs incurred as at the Termination Date, such expenditure in each case being no greater than the amounts shown for such expenditure in the Base Case *less* total Unitary Charges paid to the Termination Date;
 - (ii) redundancy payments for employees of the Provider that have been or will be reasonably incurred by the Provider as a direct result of termination of this Contract; and
 - (iii) any Sub-Contractor Breakage Costs.

44.2 Amounts less than Zero

If clause 44.1(b)(i) less clause 44.1(b)(ii) is less than zero then, for the purposes of the calculation in clause 44.1(b) (Amount), it shall be deemed to be zero.

44.3 Payment

Such amount shall be determined and paid in accordance with clause 50 (Miscellaneous Compensation Provisions) and clause 51 (Method of Payment)

44.4 Transfer of Assets on Force Majeure Termination

On termination, the Authority shall have the option to require the Provider to transfer to the Authority all of its right, title and interest in and to the Assets.

45 COMPENSATION ON TERMINATION FOR PROVIDER DEFAULT OR COLLECTION AND RECYCLING SERVICES PROVIDER DEFAULT

45.1 Retendering Election

- (a) Subject to clause 45.1(b) (Retendering Election), the Authority shall be entitled either to:
 - (i) retender the provision of the Project in accordance with clause 45.2 (Retendering Procedure); or
 - (ii) require an expert determination in accordance with clause 45.3 (No Retendering Procedure).

- (b) The Authority shall be entitled to retender the provision of the Project in accordance with clause 45.2 (Retendering Procedure) if:
 - (i) the Authority notifies the Provider on or before the date falling twenty (20) Business Days after the Termination Date; and
 - (ii) there is a Liquid Market and the Provider has not procured the transfer of the Provider's rights and liabilities under this Contract to a Suitable Substitute Provider and has failed to use all reasonable efforts to do so,

but otherwise the Authority shall not be entitled to retender the provision of the Project and clause 45.3 (No Retendering Procedure) shall apply.

45.2 Retendering Procedure

If the Authority elects to retender the provision of the Project under clause 45.1 (Retendering Election), then the following provisions shall apply:

- (a) The objective of the retendering procedure shall be to establish and pay to the Provider the Highest Compliant Tender Price, as a result of the Tender Process.
- (b) The Authority shall (subject to any legal requirements preventing it from doing so) use its reasonable endeavours to complete the Tender Process as soon as practicable.
- (c) The Authority shall notify the Provider of the qualification criteria and the other requirements and terms of the Tender Process, including the timing of the Tender Process, but shall act reasonably in setting such requirements and terms.
- (d) The Provider authorises the release of any information by the Authority under the Tender Process which would otherwise be prevented under clause 57 (Information and Confidentiality) that is reasonably required as part of the Tender Process.
- (e) The Provider may, at its own cost, appoint a person (the "**Tender Process Monitor**") to monitor the Tender Process for the purpose of monitoring and reporting to the Provider on the Authority's compliance with the Tender Process and making representations to the Authority. The Tender Process Monitor will not disclose any confidential information to the Provider or any other person (and shall provide an undertaking to the Authority to such effect as a condition of its appointment) but shall be entitled to advise the Provider as to whether it considers that the Authority has acted in accordance with the Tender Process, and correctly determined the Adjusted Highest Compliant Tender Price.
- (f) The Tender Process Monitor shall enter into a confidentiality agreement with the Authority in a form acceptable to the Authority and shall be entitled to attend all meetings relating to the Tender Process, inspect copies of the tender documentation and bids and shall be required to make written representations to the Authority regarding compliance with the Tender Process. All representations shall be made by the Tender Process Monitor in a timely

manner as the Tender Process proceeds. The Authority shall not be bound to consider or act upon such representations but acknowledges that such representations may be referred to by the Provider in the event that the Provider refers a dispute relating to the Adjusted Highest Compliant Tender Price to dispute resolution in accordance with the Dispute Resolution Procedure.

- (g) For all or any part of a Month, falling within the period from the Termination Date to the Compensation Date, the Authority shall pay to the Provider:
 - (i) the Post Termination Service Amount for that month, on or before the date falling ten (10) Business Days after the end of that month; and
 - (ii) the Post Termination Service Amount for the period ending on the Compensation Date, on or before the date falling twenty (20) Business Days after the Compensation Date.
- (h) If any Post Termination Service Amount is less than zero, then it shall be carried forward and shall be set off against any future positive Post Termination Service Amounts. If any such Post Termination Service Amount has not been set off on or before the Compensation Date then it shall be taken into account in the calculation of the Adjusted Highest Compliant Tender Price.
- (i) The Authority shall require bidders to bid on the basis that they will receive the benefit of any outstanding claims under material damage insurance policies and amounts (if any) standing to the credit of the Joint Insurance Account on the date that the New Contract is entered into.
- (j) As soon as practicable after tenders have been received, the Authority shall (acting reasonably) determine the Compliant Tenders and shall notify the Provider of the Adjusted Highest Compliant Tender Price.
- (k) If the Provider refers a dispute relating to the Adjusted Highest Compliant Tender Price to the Dispute Resolution Procedure the Authority shall nevertheless be entitled to enter into a New Contract. The Authority shall pay to the Provider the Adjusted Highest Compliant Tender Price on or before the date falling twenty (20) Business Days after it has been determined under the Dispute Resolution Procedure and the Authority shall pay interest to the Provider at the Prescribed Rate on any amount of Adjusted Highest Compliant Tender price which had been withheld, from the date specified in clause 45.2(1) below until the date specified in this clause 45.2(k). For the avoidance of doubt, where there is an agreed amount and a disputed amount in respect of the Adjusted Highest Compliant Tender Price the Authority shall (where it is agreed that the Adjusted Highest Compliant Tender Price is a positive number) pay to the Provider the agreed amount no later than the date specified in clause 45.2 (l) below, with the disputed amount being dealt with in accordance with this clause 45.2 (k).
- (l) Subject to clauses 45.2(k) and 45.2(o), the Authority shall pay to the Provider an amount equal to the Adjusted Highest Compliant Tender Price no later than the date falling twenty (20) Business Days after the date of the New Contract.

- (m) The discharge by the Authority of its payment obligation in clauses 45.2(k) and/or 45.2(l) shall be in full and final settlement of all the Provider's claims and rights against the Authority for breaches and/or termination of this Contract and the Project Documents whether under contract, tort, restitution or otherwise, save for any liability of the Authority which arose prior to the Termination Date that has not already been taken into account in the Adjusted Highest Compliant Tender Price.
- (n) Subject to clauses 45.2(o) and 45.2(p), if the Authority has not paid an amount equal to the Adjusted Highest Compliant Tender Price to the Provider on or before the date falling two years after the Termination Date then the provisions of clauses 45.2(n) to 45.2(p) inclusive shall not apply to that termination and the provisions of clause 45.3 (No Retendering Procedure) shall apply instead.
- (o) If the Adjusted Highest Compliant Tender Price is zero or a negative number then the Authority shall have no obligation to make any payment to the Provider and with effect from the time that the Authority gives notice of that event to the Provider, the Authority shall be released from all liability to the Provider for breaches and/or termination of this Contract and any other Project Document whether under contract, tort, restitution or otherwise save for any antecedent liability of the Authority which arose prior to the Termination Date (but not from the termination itself) that has not already been taken into account in determining the Adjusted Highest Compliant Tender Price.
- (p) If the Adjusted Highest Compliant Tender Price is less than zero then an amount equal to the Adjusted Highest Compliant Tender Price shall be due and payable by the Provider to the Authority on the date of the New Contract.
- (q) The Authority may elect at any time prior to the receipt of a Compliant Tender to follow the no retendering procedure under clause 45.3 (No Retendering Procedure) by notifying the Provider that this election has been made.
- (r) If the Authority has received all bids from bidders under the Tender Process and has received a Compliant Tender but decides not to complete the Tender Process, it shall notify the Provider of this decision and pay to the Provider an amount equal to the Adjusted Highest Compliant Tender Price within twenty (20) Business Days of such notification.

45.3 No Retendering Procedure

If either the Authority is not entitled to retender the provision of the Project under clause 45.1(b) (Retendering Election), or the Authority elects to require an expert determination in accordance with this clause 45.3 (No Retendering Procedure), then the following procedure shall apply:

- (a) Subject to clause 45.3(b) (No Retendering Procedure), the Provider shall not be entitled to receive any Post Termination Service Amount.
- (b) If the Authority elects to require an expert determination in accordance with this clause 45.3 (No Retendering Procedure) after it has elected to follow the procedure under clause 45.2 (Retendering Procedure), then the Authority shall

continue to pay to the Provider each Post Termination Service Amount until the Compensation Date, in accordance with clause 45.2 (Retendering Procedure).

- (c) In agreeing or determining the Estimated Fair Value of this Contract, the Parties shall be obliged to follow the principles set out below:
- (i) all forecast amounts, including any third party revenue forecast to be earned, shall be calculated in nominal terms at current prices, recognising the adjustment for indexation in respect of forecast inflation between the date of calculation and the forecast payment date(s) as set out in this Contract;
 - (ii) the total of all future payments of the full Unadjusted Unitary Charge (without deductions) forecast to be made and all third party revenue forecast to be earned shall be calculated and discounted to the Termination Date at the Termination Date Discount Rate;
 - (iii) the total of all costs forecast to be incurred by the Authority as a result of termination shall be calculated and discounted at the Termination Date Discount Rate and deducted from the payment calculated pursuant to clause 45.3(c)(ii) (No Retendering Procedure), such costs to include (without double counting):
 - (A) a reasonable risk assessment of any cost overruns that will arise, whether or not forecast in the relevant base case;
 - (B) the costs of the service forecast to be incurred by the Authority in providing the Project to the standard required; and
 - (C) any rectification costs required to deliver the Project to the standard required (including any costs forecast to be incurred by the Authority to complete construction or development work, in generating third party revenue and additional operating costs required to restore operating services standards),in each case such costs to be forecast at a level that will deliver the full Unadjusted Unitary Charge referred to in clause 45.3(c)(ii) (No Retendering Procedure).
- (d) If the Parties cannot agree on the Adjusted Estimated Fair Value of this Contract on or before the date falling twenty (20) Business Days after the date on which the Authority elected to require an expert determination in accordance with this clause 45.3 (No Retendering Procedure), then the Estimated Fair Value of this Contract shall be determined in accordance with the Dispute Resolution Procedure.
- (e) The Authority shall pay to the Provider an amount equal to the Adjusted Estimated Fair Value of this Contract on the date falling sixty (60) Days after the date on which the Adjusted Estimated Fair Value of this Contract has been agreed or determined in accordance with this clause 45.3 (No Retendering Procedure).

- (f) The discharge by the Authority of its obligation in clause 45.3(e) (No Retendering Procedure) is in full and final settlement of all the Provider's claims and rights against the Authority for breaches and/or termination of this Contract or other Project Document whether in contract, tort, restitution or otherwise, save for any liability which arose prior to the Termination Date (but not from the termination itself) that has not been taken into account in determining the Adjusted Estimated Fair Value of this Contract.
- (g) To the extent that the Adjusted Estimated Fair Value of this Contract is less than zero, then an amount equal to the Adjusted Estimated Fair Value of this Contract shall be due and payable by the Provider to the Authority on the Compensation Date.

45.4 Transfer of Assets on Provider Default

In the event of a:

- (a) termination under clause 38.1(a) (Provider Default) or clause 19.3B (Failure to Obtain Permits), a Partial Termination under clause 38.1(b) (Provider Default) or a Partial Termination under clause 38A (Termination of Collection and Recycling Services) the Authority shall have the option to require the Provider to transfer to the Authority all of its right, title and interest in and to the Assets.
- (b) termination of the Waste Treatment Services in isolation from the remaining Project Operations under clause 38.1(b) (Provider Default), the Authority shall have the option to require the Provider to transfer to the Authority all of its right, title and interest in and to any of the Assets used exclusively in connection with the delivery of the relevant Waste Treatment Services.
- (c) termination of the Collection and Recycling Services in isolation from the remaining Project Operations under clause 38A.1 (Collection and Recycling Services Provider Default), the Authority shall have the option to require the Provider to transfer to the Authority all of its right, title and interest in and to any of the Assets used exclusively in connection with the delivery of the relevant Collection and Recycling Services.

45.5 Release

If the Adjusted Highest Compliant Tender Price or Adjusted Estimated Fair Value is zero or a negative number then the Authority shall have no obligation to make any payment to the Provider and with effect from the time the Authority gives notice of that event to the Provider, the Authority shall be released from all liability to the Provider for breaches and/or termination of this Contract and any other Project Document whether under contract, tort, restitution or otherwise save for any antecedent liability of the Authority which arose prior to the Termination Date (but not from the termination itself) that has not already been taken into account in determining the Adjusted Highest Compliant Tender Price or the Adjusted Estimated Fair Value.

46 COMPENSATION ON TERMINATION FOR AUTHORITY DEFAULT

- 46.1 On termination of this Contract pursuant to clauses 38.2 (Voluntary Termination by the Authority) or 38.3 (Termination on Authority Default), the Authority shall pay the

Provider the “Authority Default Termination Sum” on the Termination Date in accordance with clauses 50 (Miscellaneous Compensation Provisions) and 51 (Method of Payment) an amount equal to the aggregate of:

- (a) redundancy payments for employees of the Provider that have been or will be reasonably incurred by the Provider as a direct result of termination of this Contract and any Sub-Contractor Breakage Costs; and
- (b) the amount for which the Contract could have been sold on an open market basis assuming that there is no default by the Authority but otherwise that the actual state of affairs of the Provider and the Project is taken into account.

46.2 On payment of the amount referred to in clause 46.1 (Compensation on Termination for Authority Default) above, the Authority shall have the option to require the Provider to transfer its right, title and interest in and to the Assets to the Authority or as directed by the Authority.

46A Compensation on Termination on an Authority Break Point Date

46A.1 On termination under clause 38B.4 above, the Authority shall pay the Contractor, in accordance with clause 50 (Miscellaneous Compensation Provisions), an amount equal to the net book value of the tangible fixed assets (being part of the Assets) to be transferred to the Authority or such other basis of compensation that may be agreed between the Parties as a result of the Authority exercising the option in clause 38B.3 (as calculated at the Termination Date or at the end of the Run-Out Period, as applicable).

47 NOT USED

48 ASSETS

If termination of this Contract occurs for whatever reason then the Authority may require the Provider to transfer its rights, title and interest in and to the Assets to the Authority at no cost to the Authority.

49 PROVIDER’S ACCOUNTS

49.1 Accounts

The accounts of the Provider shall be maintained as foreseen in the Base Case Model.

49.2 Changes to Ancillary Documents

No amendment, waiver or exercise of a right under any Ancillary Document shall have the effect of increasing the Authority’s liabilities on early termination of this Contract unless the Provider has obtained the prior written consent of the Authority to such increased liability for the purposes of this clause 49.2 (Changes to Ancillary Documents).

50 MISCELLANEOUS COMPENSATION PROVISIONS

50.1 Gross Up of Termination Payments

If any amount of compensation payable by the Authority under clauses 44 (Compensation on Termination for Force Majeure), 46 (Compensation on Termination for Authority Default), 46A (Compensation on Termination on an Authority Break Point Date) and 79 (Compensation on Corrupt Gifts and Fraud) is subject to Tax payable to a Relevant Authority in the United Kingdom, then the Authority shall pay to the Provider such additional amount as will put the Provider in the same after Tax position as it would have been in had the payment not been subject to Tax taking account of any relief, allowances deduction, setting off or credit in respect of Tax (whether available by choice or not) which may be available to the Provider to reduce the Tax to which the payment is subject.

50.2 Exclusivity of Remedy

Any payment of compensation shall be in full satisfaction of any claim which can be made against the Authority by the Provider in relation to termination or Partial Termination of this Contract or any Project Document. The compensation payable under clauses 44 (Compensation on Termination for Force Majeure), 45 (Compensation on Termination for Provider Default or Collection and Recycling Services Provider Default), 46 (Compensation on Termination for Authority Default) and 79 (Compensation on Corrupt Gifts and Fraud) shall be the sole remedy of the Provider against the Authority in respect of on termination of this Contract.

51 METHOD OF PAYMENT

51.1 Termination Sum

The Authority shall pay to the Provider the Termination Sum together with interest at the Prescribed Rate, on or before the date falling sixty (60) days after the Notice Date provided that it may elect to pay the Adjusted Estimated Fair Value of the Contract in accordance with clause 51.2 (Instalments).

51.2 Instalments

The Authority may other than on an Authority Default, elect to pay the Adjusted Estimated Fair Value of the Contract:

- (i) in four equal instalments on the first day of each quarter; or
- (ii) as the Parties may otherwise agree.

51.3 Interest

From the Notice Date until the date of payment, interest shall accrue on any unpaid element of the Termination Sum at the Prescribed Rate and be payable on the next occurring Instalment Date.

51.4 Payment of Outstanding Element

If the Authority has elected to pay in accordance with clause 51.2 (Instalments) it may (on twenty-eight (28) Days' prior written notice to the Provider) elect to pay the Adjusted Estimated Fair Value of this Contract element of the Termination Sum in full on any Instalment Date.

51.5 Authority Default in Payment

If the Authority:

- (a) fails to make a payment to the Provider in accordance with clauses 51.1 (Termination Sum) and/or 51.2 (Instalments) and/or 51.3 (Interest); or
- (b) breaches clause 66.1 (Restrictions on Transfer of the Contract by the Authority),

the Provider may issue a notice to the Authority declaring any unpaid and outstanding element of (as applicable) the Adjusted Estimated Fair Value of the Contract and any accrued but unpaid interest to be immediately due and payable.

51A EFFECT OF PARTIAL TERMINATION

51A.1 Effect of Termination of Collection and Recycling Services

Upon termination of a Collection and Recycling Services in isolation from the remaining Project Operations in accordance with clause 38A.1 (Termination on Collection and Recycling Services Provider Default) this Contract shall be amended as follows:

- (a) all rights and obligations of the Authority and the Provider under this Contract in relation to the Collection and Recycling Services as set out in Part 2 to Schedule 41 (Consequences of Partial Termination) shall cease and the Authority shall pay any outstanding sums in respect of the provision of the Collection and Recycling Services before the date of termination of the Collection and Recycling Services;
- (b) this Contract shall become an agreement for the provision of the Project Operations (excluding the Collection and Recycling Services), and the Parties shall have the same rights and obligations under this Contract in relation to the Project Operations (excluding the Collection and Recycling Services);
- (c) the Collection and Recycling Services shall cease to be part of this Contract;
- (d) the Unitary Charge for the period after termination of the Collection and Recycling Services shall be adjusted in accordance with the provisions set out in Schedule 41 (Consequences of Partial Termination) to take account of the fact that the Collection and Recycling Services are no longer being provided by the Provider under this Contract; and
- (e) this Contract shall continue in effect subject to the modifications set out in Part 2 to Schedule 41 (Consequences of Partial Termination) and any further

modifications agreed between the Parties which may become reasonably necessary to implement or take account of the termination of the Collection and Recycling Services.

51A.2 Effect of Termination of Waste Treatment Services

Upon termination of the Waste Treatment Services in isolation from the remaining Project Operations in accordance with clause 38.1(b) (Termination on Provider Default) this Contract shall be amended as follows:

- (a) all rights and obligations of the Authority and the Provider under this Contract in relation to the relevant Waste Treatment Services as set out in Part 1 to Schedule 41 (Consequences of Partial Termination) shall cease and the Authority shall pay any outstanding sums in respect of the provision of the Waste Treatment Services before the date of termination of such Waste Treatment Services;
- (b) this Contract shall become an agreement for the provision of the Project Operations (excluding the Waste Treatment Services), and the Parties shall have the same rights and obligations under this Contract in relation to the Project Operations (excluding the Waste Treatment Services);
- (c) the Waste Treatment Services shall cease to be part of this Contract;
- (d) the Unitary Charge for the period after termination of the Waste Treatment Services shall be adjusted in accordance with the provisions set out in Schedule 37 (Unitary Charge Adjustment Protocol) to take account of the fact that the Waste Treatment Services is no longer being provided by the Provider under this Contract; and
- (e) this Contract shall continue in effect subject to the modifications as set out in Part 2 to Schedule 41 (Consequences of Partial Termination) and any further modifications agreed between the Parties which may be reasonably necessary to implement or take account of the termination of the Waste Treatment Services.

PART 8 - GENERAL

52 EXCUSING CAUSES

52.1 If an Excusing Cause interferes adversely with, or causes a failure of, the performance of any Service resulting in the provider incurring a Deduction then provided that the effect of such Excusing Cause is claimed within ten (10) Business Days of the date on which the provider became aware (or ought reasonably to have become so aware) of the occurrence of the Excusing Cause, then (subject to clauses 52.2 (Insured Exposure) and 52.3 (Mitigation)) to the extent that the event giving rise to the [Deduction] arises as a result of an Excusing Cause the relevant Service shall be regarded as having been performed free from such adverse interference or failure.

52.2 Insured Exposure

Without prejudice to clause 59 (Insurance) the Provider shall not be entitled to any payment which would not have been due under this Contract but for an Excusing Cause to the extent that the Provider should be able to recover under any policy of insurance required to be maintained by the Provider in accordance with this Contract (whether or not such insurance has in fact been effected or, if effected, has been vitiated as a result of any act or omission of the Provider (or any Provider Related Party), including but not limited to non-disclosure or under-insurance) or any other policy of insurance which the Provider has taken out and maintained.

52.3 Mitigations

The Provider shall take all reasonable steps to mitigate the consequences of an Excusing Cause on the Provider's ability to perform its obligations under this Contract without incurring material expenditure having regard to the Deductions that would be incurred. To the extent that the Contractor does not take such steps, the Contractor shall not be entitled to, and shall not receive, the relief specified in clause 52.1 (Effect of Excusing Cause).

53 RELIEF EVENTS

53.1 Occurrence

If and to the extent that a Relief Event:

- (a) is the direct cause of a delay in Services Commencement and/or Operations Commencement for a Project Facility; and/or
- (b) adversely affects the ability of the Provider to perform any of its obligations under this Contract,

then the Provider shall be entitled to apply for:

- (i) relief from any rights of the Authority arising under clause 38.1 (Termination on Provider Default) and its obligations under this Contract; or
- (ii) where the Relief Event relates solely to the Collection and Recycling

Services, relief from any rights of the Authority arising under clause 38A.1 (Termination on Collection and Recycling Services Provider Default) and its obligations under this Contract.

53.2 Relief

To obtain relief, the Provider must:

- (a) as soon as practicable, and in any event within eighteen (18) Business Days after it becomes aware that the Relief Event has caused or is likely to cause delay and/or adversely affect the ability of the Provider to perform its other obligations give to the Authority a notice of its claim for relief from its obligations under this Contract, including full details of the nature of the Relief Event, the date of occurrence and its likely duration;
- (b) within ten (10) days of receipt by the Authority of the notice referred to in clause 53.2(a) (Relief), give full details of the relief claimed; and
- (c) demonstrate to the reasonable satisfaction of the Authority that:
 - (i) the Provider and its Sub-Contractors could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material expenditure;
 - (ii) the Relief Event directly caused the delay to the Planned Operations Commencement Date for the relevant Project Facility or, delay in achieving the Planned Operations Commencement at the WTF by the Long Stop Date or the need for relief from other obligations under this Contract;
 - (iii) the time lost and/or relief from the obligations under this Contract claimed could not reasonably be expected to be mitigated or recovered by the Provider acting in accordance with Good Industry Practice, without incurring material expenditure; and
 - (iv) the Provider is using reasonable endeavours to perform its obligations under this Contract.

53.3 Consequences

In the event that the Provider has complied with its obligations under clause 53.2 (Relief), then:

- (a) the Planned Operations Commencement Date for the relevant Project Facility, shall be postponed by such time as shall be reasonable for such a Relief Event, taking into account the likely effect of delay; and/or
- (b) the Authority shall not be entitled to exercise its right to terminate the Contract under clause 38.1 (Termination on Provider Default) or to terminate the Collection and Recycling Services clause 38A.1 (Termination on Collection and Recycling Services Provider Default) and, subject to clause 53.4 (Deductions), shall give such other relief as has been requested by the Provider.

53.4 Deductions

Nothing in clause 53.3 (Consequences) shall affect any entitlement to make deductions under clause 33 (Payment Provisions) or any deductions made as a result of Schedule 7b (Performance and Unavailability Framework) during the period in which the Relief Event is subsisting.

53.5 Information

In the event that information required by clause 53.2 (Relief) is provided after the dates referred to in that clause, then the Provider shall not be entitled to any relief during the period for which the information is delayed.

53.6 Notice

The Provider shall notify the Authority if at any time it receives or becomes aware of any further information relating to the Relief Event, giving details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.

53.7 Disputes

If the Parties cannot agree the extent of the relief required, or the Authority disagrees that a Relief Event has occurred or that the Provider is entitled to any extension of the Planned Operations Commencement Date for a Project Facility and/or relief from other obligations under this Contract, the Parties shall resolve the matter in accordance with the Dispute Resolution Procedure.

54 CHANGE IN LAW

54.1 Qualifying Change in Law

If a Qualifying Change in Law occurs or is shortly to occur, then either party may write to the other to express an opinion on its likely effects, giving details of its opinion of:

- (a) any necessary change to the Works or in the Services;
- (b) whether any changes are required to the terms of this Contract to deal with the Qualifying Change in Law;
- (c) whether relief from compliance with obligations is required, including the obligation of the Provider to achieve the Planned Services Commencement Date or a Planned Operations Commencement Date for a Project Facility and/or meet the Authority's Requirements during the implementation of any relevant Qualifying Change in Law;
- (d) any Estimated Change in Project Costs that directly result from the Qualifying Change in Law;
- (e) any Capital Expenditure that is required or no longer required as a result of a Qualifying Change in Law taking effect during the Service Period; and

(f) any loss of revenue that will result from the relevant Qualifying Change in Law in each case giving in full detail the procedure for implementing the change in the Works or Services. Responsibility for the costs of implementation (and any resulting variation to the Unitary Charge) shall be dealt with in accordance with clauses 54.2 (Parties to Discuss) to 54.6 (Adjustment to Unitary Charge).

54.2 Parties to Discuss

As soon as practicable after receipt of any notice from either party under clause 54.1 (Qualifying Change in Law), the Parties shall discuss and agree the issues referred to in clause 54.1 (Qualifying Change in Law) and any ways in which the Provider can mitigate the effect of the Qualifying Change in Law, including:

- (a) providing evidence that the Provider has used reasonable endeavours (including (where practicable) the use of competitive quotes) to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
- (b) demonstrating how any Capital Expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred or would have been incurred, foreseeable Changes in Law at that time have been taken into account by the Provider;
- (c) giving evidence as to how the Qualifying Change in Law has affected prices charged by any similar businesses to the Project, including similar businesses in which the shareholders or their Affiliates carry on business; and
- (d) demonstrating that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Qualifying Change in Law concerned, has been taken into account in the amount which in its opinion has resulted or is required under clause 54.6 (Qualifying Change in Law).

54.3 Funding for Capital Expenditure

If the Parties agree or it is determined under the Dispute Resolution Procedure that the Provider is required to incur additional Capital Expenditure due to a Qualifying Change in Law (excluding the Provider's Share of any Capital Expenditure agreed or determined to be required as a result of a General Change in Law under this clause), then the Provider shall use its reasonable endeavours to obtain funding for such Capital Expenditure on terms reasonably satisfactory to it.

54.4 Provider's Share

The Provider's Share shall be solely for the account of the Provider.

54.5 Failure to Obtain Funding for Capital Expenditure

If the Provider has used reasonable endeavours to obtain funding for the Capital Expenditure referred to in clause 54.3 (Funding for Capital Expenditure), but has been unable to do so within sixty (60) Business Days of the date that the agreement or

determination referred to in clause 54.3 (Funding for Capital Expenditure) occurred, then the Authority shall pay to the Provider an amount equal to that Capital Expenditure on or before the date falling thirty (30) Business Days after the Capital Expenditure has been incurred.

54.6 Adjustment to Unitary Charge

Any compensation payable under this clause by means of an adjustment to or reduction in the Unitary Charge shall be calculated in accordance with clause 68 (Financial Adjustments).

54.7 Payment of Irrecoverable VAT

To the extent that the Provider is not entitled to repayment or credit from HM Customs & Excise in respect of any input VAT incurred by the Provider on any supply which is made to it which is used or to be used exclusively in performing the Works or the Services or any of the obligations or provisions of this Contract (together with input VAT incurred as part of its overhead in relation to such activities) as a result of a Change in Law, the Authority shall pay to the Provider from time to time an amount equal to such input VAT as incurred by the Provider. Any such payment shall be made within twenty (20) Business Days of the delivery by the Provider to the Authority of written details of the amount claimed (to be accompanied by details of the grounds for and computation of the amount claimed).

55 CHANGE IN WORKS AND/OR SERVICE

55.1 Authority Changes

- (a) The Authority has the right to propose changes to the Works and/or the Services (other than Small Works Changes) in accordance with this clause. The Authority shall not propose a change to the Works and/or the Services which:
- (i) requires the Works and/or the Services to be performed in a way that infringes any law or Necessary Consent or is inconsistent with Good Industry Practice;
 - (ii) would cause any Necessary Consent to be revoked (or a new Necessary Consent required to implement the relevant change in the Services to be unobtainable);
 - (iii) would, if implemented, result in a change in the nature of the Project or would materially and adversely affect the Provider's ability to deliver the remaining Works and/or Services;
 - (iv) would materially and adversely affect the health and safety of any person;
 - (v) requires the Provider to implement the change to the Works and/or the Services in an unreasonable period of time;
 - (vi) would increase the Provider's capital costs by more than ten percent

(10%) (in aggregate);

- (vii) would represent a departure from good industry practice; or
- (viii) which the Authority does not have the legal power or capacity to require the implementation of.

If the Authority requires a change to the Works and/or in the Services, it must serve an Authority Notice of Change on the Provider.

- (b) The Authority Notice of Change shall:
 - (i) set out the change to the Works and/or the Services required in sufficient detail to enable the Provider to calculate and provide the Estimated Change in Project Costs in accordance with paragraph (c) below (the “**Estimate**”);
 - (ii) in the event that the change will require Capital Expenditure, state whether the Authority intends to pay to the Provider the costs involved in implementing the change or whether the Authority requires the Provider to use its reasonable efforts to obtain funding in accordance with paragraph (i) below; and
 - (iii) require the Provider to provide the Authority within twenty-one (21) days of receipt of the Authority Notice of Change with the Estimate.
- (c) As soon as practicable and in any event within twenty-one (21) days after having received the Authority Notice of Change, the Provider shall deliver to the Authority the Estimate. The Estimate shall include the opinion of the Provider on:
 - (i) whether relief from compliance with obligations is required, including the obligations of the Provider to achieve a Planned Operations Commencement Date or Planned Services Commencement Date (as the case may be) and meet the Authority’s Requirements during the implementation of the change to the Works and/or the Services;
 - (ii) any impact on the provision of the Works and/or the Services;
 - (iii) any amendment required to this Contract and/or any Project Document as a result of the change to the Works and/or the Services;
 - (iv) any Estimated Change in Project Costs that result from the change to the Works and/or the Services;
 - (v) any loss of revenue that results from the change to the Works and/or the Services;
 - (vi) any Capital Expenditure that is required or no longer required as a result of the change to the Works and/or the Services;
 - (vii) any regulatory approvals which are required; and

- (viii) the proposed method of certification of any construction or operational aspects of the Works and/or the Services required by the change in the Works and/or the Services if not covered by the procedures specified in clause 21 (Notification of Works Completion).
- (d) As soon as practicable after the Authority receives the Estimate, the Parties shall discuss and agree the issues set out in the Estimate, including:
 - (i) providing evidence that the Provider has used reasonable endeavours (including (where practicable) the use of competitive quotes) to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;
 - (ii) demonstrating how any Capital Expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, foreseeable Changes in Law at that time have been taken into account by the Provider; and
 - (iii) demonstrating that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the Authority Change concerned, has been taken into account in the amount which in its opinion has resulted or is required under paragraph (c) (iv) and/or (v) and/or (vi) above.

In such discussions the Authority may modify the Authority Notice of Change and (if the estimated increase in Capital Expenditure in respect of the change in Service is expected to exceed one hundred thousand pounds (£100,000) (indexed) and it is practicable for the Provider to do so), the Authority may require the Provider to seek and evaluate competitive tenders for the relevant capital works. In each case the Provider shall, as soon as practicable, and in any event not more than fourteen (14) days after receipt of such modification, notify the Authority of any consequential changes to the Estimate.

- (e) If the Provider does not intend to use its own resources to implement any change in Service it shall comply with Good Industry Practice with the objective of ensuring that it obtains best value for money (taking into account all relevant circumstances including, in particular, the requirement that the Provider should not be worse off as a result of the implementation of the change to the Works and/or the Services) when procuring any work, service, supplies, materials or equipment required in relation to the change to the Works and/or the Services.
- (f) If the Parties cannot agree on the contents of the Estimate then the dispute will be determined in accordance with clause 63 (Dispute Resolution).
- (g) As soon as practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to clause 63 (Dispute Resolution), the Authority shall:
 - (i) confirm in writing the Estimate (as modified); or
 - (ii) withdraw the Authority Notice of Change.

- (h) If the Authority does not confirm in writing the Estimate (as modified) within thirty (30) days of the contents of the Estimate having been agreed in accordance with paragraph (d) above or determined pursuant to paragraph (e) above, then the Authority Notice of Change shall be deemed to have been withdrawn. Where there is such a withdrawal (either pursuant to this paragraph (h) or paragraph (g) above) the Authority shall pay to the Provider the reasonable additional third-party costs incurred by the Provider in preparing such Estimate provided that:
 - (i) the Provider has used all reasonable endeavours to submit a reasonably priced Estimate;
 - (ii) the Provider has made available to the Authority a cost breakdown of the Estimate including an estimate of third party costs to be incurred by the Authority if the Authority Notice of Change is withdrawn or deemed to be withdrawn;
 - (iii) the Authority has:
 - (A) approved the estimate of third party costs referred to in paragraph (ii) above and the type of third party prior to any third party costs being incurred; and
 - (B) agreed that, given the nature of the proposed Change, it is reasonable to expect the relevant third party to incur costs in preparing the Estimate on the basis of the extent of the proposed change to the Services or the Works and the work required in submitting an accurate Estimate in compliance with this clause 55.1 (Authority Changes); and
 - (C) the Provider has provided the Authority with such evidence as it may reasonably require in order to verify the additional third party costs incurred by the Provider;
- (i) In the event that the Estimate (as modified) involves estimated Capital Expenditure then (unless the Authority has elected to fund such costs in accordance paragraphs (b)(ii) the Provider shall use its reasonable endeavours to obtain funding for the whole of the estimated Capital Expenditure, on terms reasonably satisfactory to it.
- (j) If the Provider has used its reasonable endeavours to obtain funding for the whole of the estimated Capital Expenditure, but has been unable to do so within sixty (60) days of the date that the Authority confirmed the Estimate, then the Provider shall have no obligation to carry out the change in Service, unless the Authority agrees within twenty (20) days of the end of such period to pay the costs for which funding is not available on the basis provided in paragraph (m) below.
- (k) The Authority may, at any time following the date on which the Estimate is confirmed, agree to meet all or, to the extent the Provider has obtained funding for part of the Capital Expenditure, the remaining part of the estimated Capital

Expenditure.

- (l) In the event that the Estimate has been confirmed by the Authority, then the adjustment to the Unitary Charge shall leave the Provider in a no better and no worse position.
- (m) Where the Authority agrees to pay the costs for which funding is not available pursuant to paragraph (j) above:
 - (i) the Authority and Provider shall agree:
 - (A) a payment schedule in respect of the payment of such sum reflecting the amount and timing of the costs to be incurred by Provider in carrying out the change to the Works and/or the Services to the extent borne by the Authority; and
 - (B) where payment for part of the change to the Works and/or the Services reflects the carrying out of, or specific progress towards, an element within the change in to the Works and/or the Services, an objective means of providing evidence confirming that the part of the change to the Works and/or the Services corresponding to each occasion when payment is due under the payment schedule appears to have been duly carried out;

(such payment schedule and evidence to be determined in accordance with clause 63 (Dispute Resolution) in the event of the Authority and Provider failing to agree as to its terms);
 - (ii) the Authority shall make a payment to the Provider within fifteen (15) Business Days of receipt by the Authority of invoices presented to the Authority (complete in all material respects) in accordance with the agreed payment schedule (as the case may be, varied by agreement from time to time) accompanied by the relevant evidence (where applicable) that the relevant part of the change in Service has been carried out; and
 - (iii) if payment is not made in accordance with sub-paragraph (ii) above, the Authority shall pay interest to the Provider on the amount unpaid from the date fifteen (15) Business Days after receipt of the relevant invoice until paid at the default rate set out in clause 80 (Interest on Late Payment).

55.2 Provider Changes

- (a) If the Provider wishes to introduce a change to the Works and/or the Services, it must serve a Provider Notice of change on the Authority.
- (b) The Provider Notice of Change must:
 - (i) set out the proposed change to the Works and/or the Services in sufficient detail to enable the Authority to evaluate it in full;

- (ii) specify the Provider's reasons for proposing the change to the Works and/or the Services;
 - (iii) request the Authority to consult with the Provider with a view to deciding whether to agree to the change to the Works and/or the Services and, if so, what consequential changes the Authority requires as a result;
 - (iv) indicate any implications of the change to the Works and/or the Services;
 - (v) indicate, in particular, whether a variation to the Unitary Change is proposed (and, if so, give a detailed cost estimate of such proposed change;) and
 - (vi) indicate if there are any dates by which a decision by the Authority is critical.
- (c) The Authority shall evaluate the Provider's proposed change to the Works and/or the Services in good faith, taking into account all relevant issues, including whether:
- (i) a change in the Unitary Charge will occur;
 - (ii) the change affects the quality of the Works and/or Services or the likelihood of successful delivery of the Works and/or Services;
 - (iii) the change will interfere with the relationship of the Authority with third parties;
 - (iv) the financial strength of the Provider is sufficient to perform the changed Works and/or Services; or
 - (v) the residual value of the Assets is reduced; or
 - (vi) the change materially affects the risks or costs to which the Authority is exposed.
- (d) As soon as practicable after receiving the Provider Notice of Change, the Parties shall meet and discuss the matter referred to in it. During their discussions the Authority may propose modifications or accept or reject the Provider Notice of Change.
- (e) If the Authority accepts the Provider Notice of Change (with or without modification), the relevant change to the Works and/or the Services shall be implemented within seven (7) days of the Authority's acceptance. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Contract or any relevant Project Document which are necessary to give effect to the change to the Works and/or the Services.
- (f) If the Authority rejects the Provider Notice of Change, it shall not be obliged to

give its reasons for such a rejection.

- (g) Unless the Authority's acceptance specifically agrees to an increase in the Unitary Charge, there shall be no increase in the Unitary Charge as a result of a change to the Works and/or the Services proposed by the Provider.
- (h) If the change to the Works and/or the Services proposed by the Provider causes or will cause the Provider's costs or those of a Sub-Contractor to decrease, there shall be a decrease in the Unitary Charge such that the Authority and the Provider shall share in the decrease in costs 50:50.
- (i) The Authority cannot reject a change to the Works and/or the Services which is required in order to conform to a Change in Law. The costs of introducing a change to the Works and/or the Services resulting from a Qualifying Change in Law (including any resulting variation in the Unitary Charge) shall be dealt with in accordance with clause 54 (Change in Law) and to the extent not dealt with shall be borne by the Provider.

55.3 **Small Works Changes**

- (a) Twenty-eight (28) days prior to the Services Commencement and the commencement of each subsequent Contract Year for the first five (5) years and within thirty (30) days of any request in any subsequent Contract Year, the Provider shall propose a schedule of rates to be agreed with the Authority (the "**Small Works Rates**"), such agreed rates to be applied in respect of any request from the Authority for Small Works to be completed during that Contract Year. The value of any Small Works shall be calculated on the basis that:
 - (i) the labour element shall be calculated in accordance with the Small Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable; and

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- (ii) the materials element shall be charged at the cost of the materials to the Provider or to the contractor carrying out the work (net of all discounts) plus x%
- (b) The Provider and the Authority shall agree the timing of any Small Works, so as to minimise any inconvenience to the Authority. The Provider shall take all reasonable steps to minimise the duration of any Small Works.
- (c) Any dispute between the Parties relating to Small Works shall be determined in accordance with clause 63 (Dispute Resolution).

56 **AUTHORITY STEP-IN**

56.1 **Right to Step-In**

If the Authority reasonably believes that it needs to take action in connection with the Services:

- (a) because a serious risk exists to the health or safety of persons or property or to the environment; and/or
- (b) to discharge a statutory duty,

then the Authority shall be entitled to take action in accordance with clauses 56.2 (Notice to the Provider) to 56.5 (Step-In on Provider Breach).

56.2 Notice to the Provider

If clause 56.1 (Right to Step-In) applies and the Authority wishes to take action, the Authority shall notify the Provider in writing of the following:

- (a) the action it wishes to take;
- (b) the reason for such action;
- (c) the date it wishes to commence such action;
- (d) the time period which it believes will be necessary for such action; and
- (e) to the extent practicable, the effect on the Provider and its obligation to carry out the Works and/or provide the Services during the period such action is being taken.

56.3 Action by Authority

Following service of such notice, the Authority shall take such action as notified under clause 56.2 (Notice to the Provider) and any consequential additional action as it reasonably believes is necessary (together, the “Required Action”) and the Provider shall give all reasonable assistance to the Authority while it is taking such Required Action. Where the Required Action has been taken otherwise than as a result of a breach by the Provider, the Authority shall undertake the Required Action in accordance with Good Industry Practice and shall indemnify the Provider against all Losses where it fails to do so.

56.4 Step -In without Provider Breach

If the Provider is not in breach of its obligations under this Contract, then for so long as and to the extent that the Required Action is taken, and this prevents the Provider from carrying out the Works and/or providing any part of the Services:

- (a) the Provider shall be relieved from its obligations to carry out the Works and or to provide such part of the Services; and
- (b) in respect of the period in which the Authority is taking the Required Action and provided that the Provider provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent that incremental costs are incurred):
 - (i) the Unitary Charge due from the Authority to the Provider shall equal the amount the Provider would receive if it were satisfying all its

obligations and carrying out the Works and/or providing the Services affected by the Required Action in full over that period; and

- (ii) the Authority shall pay the Provider in relation to that period the higher of:
 - (A) any third party revenue received by the Authority; and
 - (B) the lower of any third party revenue included in the Base Case Model and the average amount of third party revenue received by the Provider in the twenty-four (24) month period immediately prior to the Required Action being taken.

in each case, net of any related costs.

56.5 Step-In on Provider Breach

If the Required Action is taken as a result of a breach of the obligations of the Provider under this Contract, then for so long as and to the extent that the Required Action is taken, and this prevents the Provider from carrying out any part of the Works and/or providing any part of the Services:

- (a) the Provider shall be relieved of its obligations to carry out such part of the Works and/or provide such part of the Services;
- (b) in respect of the period in which the Authority is taking the Required Action, the Unitary Charge due from the Authority to the Provider shall equal the amount the Provider would receive if it were satisfying all its obligations and carrying out the Works and/or providing the Services affected by the Required Action in full over that period, less an amount equal to all the Authority's costs of operation in taking the Required Action; and
- (c) the Authority shall be entitled to retain any third party revenue received during the period of Required Action up to an amount equal to the Authority's cost of generating that third party revenue, with any surplus third party revenue being paid to the Provider.

57 FREEDOM OF INFORMATION AND CONFIDENTIALITY

57.1 Duty of Confidentiality

- (a) The Parties agree that the provisions of this Contract and each Project Document shall, subject to clause 57.1(b) below, not be treated as Confidential Information and may be disclosed without restriction.
- (b) Clause 57.1(a) above shall not apply to provisions of this Contract a Project Document designated as Commercially Sensitive Information and listed in Part 1 of Schedule 24 (Commercially Sensitive Information) to this Contract which shall, subject to sub-paragraph (b) below, be kept confidential for the periods specified in that Part.
- (c) The Parties shall keep confidential all Confidential Information received by

one party from another party relating to this Contract and Project Documents or the Project and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Confidential Information.

57.2 Permitted Disclosure

Clauses 57.1(b) and (c) (Duty of Confidentiality) shall not apply to:

- (a) any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Contract for the performance of their obligations;
- (b) any matter which a party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this clause 57 (Freedom of Information and Confidentiality);
- (c) any disclosure to enable a determination to be made under the Dispute Resolution Procedure or in connection with a dispute between the Provider and any of its Sub-Contractors;
- (d) any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;
- (e) any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (f) any provision of information to the Parties own professional advisers or insurance advisers or, where it is proposed that a person should or may provide funds (whether directly or indirectly and whether by loan, equity participation or otherwise) to the Provider to enable it to carry out its obligations under the Contract or any person guaranteeing the obligations of the Provider or may wish to acquire shares in the Provider and/or Holdco and/or Guarantor in accordance with the provisions of this Contract, to that person or their respective professional advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;
- (g) any disclosure by the Authority, of information relating to the design, construction, operation and maintenance of the Project and such other information as may be reasonably required for the purpose of conducting a due diligence exercise to:
 - (i) any proposed new provider, its advisers and lenders should the Authority decide to re-tender this Contract;
 - (ii) any person in connection with a Benchmarking Exercise or Market Testing.

- (h) any registration or recording of the Consents and property registration required;
- (i) any disclosure of information by the Authority to any other department, office or agency of the Government or their respective advisors or to any person engaged in providing services to the Authority related to or ancillary to the Contract; or
- (j) any disclosure for the purpose of:
 - (i) the examination and certification of the Authority's or the Provider's accounts;
 - (ii) any examination pursuant to the Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - (iii) complying with a proper request from either party's insurance adviser or insurer on placing or renewing any insurance policies; or
 - (iv) (without prejudice to the generality of clause 57.2(d) (Permitted Disclosure) above) compliance with the FOIA and/or the Environmental Information Regulations,

provided that, for the avoidance of doubt, neither clause 57.2(j)(iv) nor clause 57.2(d) (Permitted Disclosure) above shall permit disclosure of Confidential Information otherwise prohibited by clause 57.1(c) (Duty of Confidentiality) above where that information is exempt from disclosure under section 41 of the FOIA,

57.3 Obligations Preserved

Where disclosure is permitted under clause 57.2 (Permitted Disclosure) (other than clauses 57.2(b), 57.2(d), 57.2(e), 57.2(h) and 57.2(j)) the party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Contract.

57.4 Audit

For the purposes of the National Audit Act 1983 the Controller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Provider and any Sub-contractor and may require the Provider and any Sub-contractor to produce such oral or written explanations as he considers necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Provider is not a function exercisable under this Contract.

57.5 Exploitation of Information

The Provider shall not make use of this Contract or any information issued or provided by or on behalf of the Authority in connection with this Contract otherwise than for the purposes of this Contract, except with the written consent of the Authority.

57.6 Information about Service Users

Where the Provider, in carrying out its obligations under this Contract, is provided with information relating to Service Users, the Provider shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Provider has sought the prior written consent of that Service User and has obtained the prior written consent of the Authority.

57.7 Expiry

On or before the Expiry Date the Provider shall ensure that all documents or computer records in its possession, custody or control, which contain information relating to any Service User including any documents in the possession, custody or control of a sub-contractor are delivered up to the Authority.

57.8 Reports to Parliament

The Parties acknowledge that the National Audit Office has the right to publish details of the Contract (including Commercially Sensitive Information) in its relevant reports to Parliament.

57.9 Official Secrets Act

The provisions of this clause 57 (Freedom of Information and Confidentiality) are without prejudice to the Official Secrets Acts 1911 to 1989.

57.10 Freedom of Information

- (a) The Provider acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate the Authority's compliance with its Information disclosure requirements pursuant to the same in the manner provided for in clauses 57.10 (b) to (g) (inclusive below).
- (b) Where the Authority receives a Request for Information in relation to Information that the Provider is holding on its behalf, and which the Authority does not hold itself, the Authority shall refer to the Provider such Request for Information that it receives as soon as practicable and in any event within five (5) Business Days of receiving a Request for Information, and the Provider shall:
 - (i) provide the Authority with a copy of all such Information in the form that the Authority requires within ten (10) Business Days (or such other period as the Authority may specify) of the Authority's request; and
 - (ii) provide all necessary assistance as reasonably requested by the Authority in connection with any such Information, to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- (c) Following notification under clause 57.10(b), and up until such time as the

Provider has provided the Authority with all the Information specified in clause 57.10(b)(i), the Provider may make representations to the Authority as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the Authority shall be responsible for determining at its absolute discretion:

- (i) whether Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;
- (ii) whether Information is to be disclosed in response to a Request for Information, and

in no event shall the Provider respond directly or allow its Sub-contractors to respond directly, to a Request for Information unless expressly authorised to do so by the Authority.

- (d) The Provider shall ensure that all information held on behalf of the Authority is retained for disclosure for at least six (6) years (from the date it is acquired) and shall permit the Authority to inspect such information as requested from time to time.
- (e) The Provider shall transfer to the Authority any Request for Information received by the Provider as soon as practicable and in any event within two (2) Business Days of receiving it.
- (f) The Provider acknowledges that any lists provided by him listing or outlining Confidential Information, are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with the requirements of the FOIA and the Environmental Regulations.
- (g) In the event of a request from the Authority pursuant to clause 57.10(b) above, the Provider shall as soon as practicable, and in any event within ten (10) Business Days of receipt of such request, inform the Authority of the Provider's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Authority under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Authority's own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations (the "Appropriate Limit") the Authority shall inform the Provider in writing whether or not it still requires the Provider to comply with the request and where it does require the Provider to comply with the request the ten (10) Business Days period for compliance shall be extended by such number of additional days for compliance as the Authority is entitled to under Section 10 of the FOIA. In such case, the Authority shall notify the Provider of such additional days as soon as practicable after becoming aware of them and shall reimburse the Provider for such costs as the Provider incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.

- (h) The Provider acknowledges that (notwithstanding the provisions of clause 25 (Emergencies)) the Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (the "Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Provider or the Project:
 - (i) in certain circumstances without consulting with the Provider; or
 - (ii) following consultation with the Provider and having taken their views into account,

provided always that where (i) above applies the Authority shall, in accordance with the recommendations of the Code, draw this to the attention of the Provider prior to any disclosure.

58 INDEMNITIES GUARANTEES AND CONTRACTUAL CLAIMS

58.1 Provider's Indemnity

The Provider shall, subject to clause 58.2 (Provider not Responsible), be responsible for, and shall release and indemnify the Authority, its employees, agents and contractors on demand from and against all liability for:

- (a) death or personal injury;
- (b) loss of or damage to property (including property belonging to the Authority or the Districts or for which it is responsible ("**Authority Property**"));
- (c) breach of statutory duty; and
- (d) actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis),

which may arise out of, or in consequence of, the design, construction, operation or maintenance of the Sites or the performance or non-performance by the Provider of its obligations under this Contract or the presence on the Authority's property of the Provider or any Provider Related Party.

58.2 Provider not Responsible

The Provider shall not be responsible or be obliged to indemnify the Authority its employees, agents or contractors for:

- (a) any of the matters referred to in paragraphs (a) to (d) of clause 58.1 (Provider's Indemnity) which arise as a result of the Provider acting on the instruction of the Authority provided that for the avoidance of doubt the requirements of this Contract shall not be regarded as an instruction of the Authority;
- (b) any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Authority or any Authority Related Party or by the breach of the Authority of its obligations under this Contract;

- (c) indirect losses or losses arising under a Force Majeure Event, except to the extent that such loss is covered under a Required Insurance which shall be borne by the Provider and the Authority each as to their own losses; or

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58.3 **Responsibility for Related Parties**

The Provider shall be responsible as against the Authority for the acts or omissions of the Provider Related Parties as if they were the acts or omissions of the Provider, and the Authority shall be responsible as against the Provider for the acts or omissions of the Authority Related Parties as if they were the acts or omissions of the Authority.

58.4 **Notification of Claims**

Where the Authority (the “**Indemnified Party**”) wishes to make a claim under this clause against the Provider (the “**Indemnifying Party**”), the Indemnified Party shall give notice of the relevant claim as soon as reasonably practicable setting out full particulars of the claim.

58.5 **Conduct of Claims**

The Indemnifying Party may at its own expense and with the assistance and co-operation of the Indemnified Party have the conduct of the claim including its settlement and the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim.

58.6 **Costs of Claims**

The Indemnifying Party shall, if it wishes to have conduct of any claim, give reasonable security to the Indemnified Party for any cost or liability arising out of the conduct of the claim by the Indemnifying Party.

59 **INSURANCE**

59.1 **Requirement to Maintain**

- (a) The Provider shall, take out and maintain in full force and effect or procure the maintenance of the Required Insurances described in Parts 1,2, and 3 of Schedule 15 (Required Insurances) together with the benefits of the endorsements specified in Part 4 of Schedule 15 (Required Insurances) and any other insurances as may be required by the law. These insurances must be effective in each case not later than the date on which the relevant risk commences.
- (b) The Provider shall use reasonable endeavours to procure that any insurance broker of the Provider from time to time is charged with the responsibility of placing or maintaining the Required Insurances provides a Broker Letter of Undertaking in the form set out in Part 5 of Schedule 15 (Required Insurances).

59.2 **Obligation on Parties**

No party to this Contract shall take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, a co-insured or additional insured person.

59.3 Nature of the Insurances

- (a) The insurances referred to in Schedule 15 (Required Insurances) shall:
- (i) name the Provider as co insured with any other party maintaining the insurance;
 - (ii) where the Authority or another party is required to be co-insured in Schedule 15 Parts 1-3 the Insurances shall provide for non vitiation protection in respect of any claim made by the Authority as co insured in accordance with the Endorsement Requirements in Part 4 of Schedule 15 (Required Insurances);
 - (iii) where the Authority is required to be co-insured in accordance with Schedule 15 Parts 1-3, contain a clause waiving the insurers' subrogation rights against the Authority, its employees and agents in accordance with the Endorsement Requirements in Part 4 of Schedule 15 (Required Insurances);
 - (iv) provide for thirty (30) days prior written notice of their cancellation, non renewal or amendment to be given to the Authority in accordance with the Endorsement Requirements in Part 4 of Schedule 15 (Required Insurances); and
 - (v) in respect of the Physical Damage Policies provide for payment of any proceeds received by the Provider to be applied in accordance with clause 60 (Reinstatement and Change of Requirement after Insured Event).
- (b) Wherever possible and where required by Schedule 15 (Required Insurances), the insurances referred to in clause 59.1 (Requirement to Maintain) shall name the Authority as a co insured for its separate interest.

59.4 Evidence of Policies

The Provider shall provide to the Authority:

- (a) copies on request of all insurance policies or copies of the parts of such insurance policies which refer to this Project referred to at clause 59.1 (Requirement to Maintain) (together with any other information reasonably requested by the Authority relating to such insurance policies) and the Authority shall be entitled to inspect them during ordinary business hours; and
- (b) evidence that the premiums payable under all insurance policies have been paid and that the insurances are in full force and effect in accordance with the requirements of this clause 59 (Insurance).

59.5 **Renewal Certificates**

Renewal certificates in relation to the insurances referred to at clause 59.1 (Requirement to Maintain) shall be obtained as and when necessary and copies (certified in a manner acceptable to the Authority) shall be forwarded to the Authority as soon as possible but in any event on or before the renewal date.

59.6 **Breach**

If the Provider is in breach of clause 59.1 (Requirement to Maintain) above, the Authority may itself procure any such substitute insurance required to comply with clause 59.1 (Requirement to Maintain) and may recover such amounts from the Provider on written demand.

59.7 **Notification of Claims**

The Provider shall give the Authority notification within thirty (30) days after any claim in excess of £20,000 in relation to the Project on any of the insurance policies referred to in Schedule 15 (Required Insurances) accompanied by full details of the incident giving rise to the claim.

59.8 **Limit of Liability**

Neither failure to comply nor full compliance with the insurance provisions of this Contract shall limit or relieve the Provider of its liabilities and obligations under this Contract.

59.9 **Premiums**

The insurance premiums in respect of the insurances referred to in clause 59.1 (Requirement to Maintain) shall be the responsibility of the Provider.

59.10 **Authority Approval**

The insurances referred to in this clause 59 (Insurance) shall be effected with insurers approved by the Authority, such approval not to be unreasonably withheld or delayed.

60 REINSTATEMENT AND CHANGE OF REQUIREMENT AFTER INSURED EVENT

60.1 **Reinstatement**

- (a) All insurance proceeds received under any policy referred to in to paragraph 1 of Parts 1 and 2 of Schedule 15 (the “**Physical Damage Policies**”), shall be applied to repair, reinstate and replace each part or parts of the Assets in respect of which the proceeds were received.
- (b) All insurance proceeds paid under any Physical Damage Policy in respect of a single event (or a series of related events) in an amount in excess of £250,000 (indexed) shall be paid into the Joint Insurance Account and may only be released to the Provider following receipt by the Authority of a written undertaking from the Provider confirming that all insurance proceeds released

to it pursuant to this clause 60.1(b) shall be used to reimburse the Provider for monies already applied to repair, reinstate and/or replace each part or parts of the Assets in respect of which the proceeds were received or that such insurance proceeds will be used by the Provider to repair, reinstate and/or replace such Assets.

- (c) Where a claim is made or proceeds of insurance are received or are receivable under any Physical Damage Policy in respect of a single event (or a series of related events) (the “**Relevant Incident**”) in an amount in excess of £5,000,000 (indexed) in respect of the WTF and £1,000,000 (indexed) in respect of all other Project Facilities:
- (i) the Provider shall deliver as soon as practicable and in any event within twenty-eight (28) days after the making of the claim a plan prepared by the Provider for the carrying out of the works necessary (the “**Reinstatement Works**”) to repair, reinstate or replace (the “**Reinstatement Plan**”) the assets which are the subject of the relevant claim or claims in accordance with clause 60.2 (Works Carried Out). The Reinstatement Plan shall set out:
- (A) if not the Building Contractor, the identity of the person proposed to effect the Reinstatement Works, which shall be subject to the prior written approval of the Authority; and
- (B) the proposed terms and timetable upon which the Reinstatement Works are to be effected (including the date that the Project will become fully operational), the final terms of which shall be subject to the prior written approval of the Authority which approval shall not be unreasonably delayed
- (ii) provided that the Authority is satisfied that the Reinstatement Plan will enable the Provider to comply with clause 60.2 (Works Carried Out) within a reasonable timescale:
- (A) the Reinstatement Plan will be adopted;
- (B) the Provider shall enter into contractual arrangements to effect the Reinstatement Works with the person identified in the approved Reinstatement Plan approved by the Authority;
- (C) prior to the earlier to occur of the Termination Date or the Expiry Date, any amounts standing to the credit of the Joint Insurance Account (the “**Relevant Proceeds**”) (together with any interest accrued) may be withdrawn by the Provider from Joint Insurance Account as required to enable it to make payments in accordance with the terms of the contractual arrangements referred to in clause 60.1(c)(ii)(B) and to meet any other reasonable costs and expenses of the Provider for the sole purpose of funding the Reinstatement Works. Following the earlier to occur of the Termination Date and the Expiry Date, the Authority may withdraw amounts standing to the credit of the

Joint Insurance Account for the purposes of funding any Reinstatement Works;

- (D) the Authority agrees and undertakes that, subject to compliance by the Provider with its obligations under this clause 60 (Reinstatement and Change of Requirement after Insured Event), and provided that the Provider procures that the Reinstatement Works are carried out and completed in accordance with the contractual arrangements referred to in clause 60.1(c)(ii)(B) (Reinstatement) it shall not exercise any right which it might otherwise have to terminate this Contract by virtue of the event which gave rise to the claim for the Relevant Proceeds;
- (E) the Authority undertakes to use all reasonable endeavours to assist the Provider in the carrying out of the Reinstatement Plan; and
- (F) after the Reinstatement Plan has been implemented to the reasonable satisfaction of the Authority and in accordance with clause 60.2 (Works Carried Out) the Authority shall permit withdrawal by the Provider of any Relevant Proceeds then held in the Joint Insurance Account that have not been paid under (Reinstatement) 60.1(c)(ii)(C) in respect of the Relevant Incident, together with any interest accrued;
- (G) Subject to clause 58 (Indemnities, Guarantees and Contractual Claims) the Provider shall be solely responsible for the payment of any deficiency.

60.2 Works Carried Out

Where insurance proceeds are to be used in accordance with this Contract to repair, reinstate or replace any Asset, the Provider shall carry out the work in accordance with the Authority's Requirements so that on completion of the work, the provisions of this Contract are complied with.

61 RISKS THAT BECOME UNINSURABLE

61.1 No Obligation to Insure Risks that become Uninsurable

Nothing in this clause 61 (Risks That Become Uninsurable) shall oblige the Provider to take out insurance in respect of a risk which is Uninsurable save where the predominant cause of the risk being Uninsurable is any act(s) or omission(s) of the Provider or a Provider Related Party.

61.2 Risks Become Uninsurable

- (a) If a risk usually covered by contractors all risks insurance, property damage insurance, third party liability insurances, environmental impairment liability insurance, delay in start up and business interruption insurances (but excluding loss of profit) or statutory insurances in each case required under this Contract

becomes Uninsurable then:

- (i) the Provider shall notify the Authority within five (5) days of the risk becoming Uninsurable; and
- (ii) if both Parties agree, or it is determined in accordance with the Dispute Resolution Procedure, that the risk is Uninsurable and that:
 - (A) the risk being Uninsurable is not caused by the actions of the Provider or any sub-contractor of the Provider; and
 - (B) the Provider has demonstrated to the Authority that the Provider and a prudent board of directors of a company operating the same or substantially similar PFI businesses in the United Kingdom to that operated by the Provider would in similar circumstances (in the absence of the type of relief envisaged by this clause) be acting reasonably and in the best interests of the company if they resolved to cease to operate such businesses as a result of that risk becoming Uninsurable, taking into account inter alia (and without limitation) the likelihood of the Uninsurable risk occurring (if it has not already occurred), the financial consequences for such company if such Uninsurable risk did occur (or has occurred) and other mitigants against such consequences which may be available to such company.

the Parties shall meet to discuss the means by which the risk should be managed or shared (including considering the issue of self-insurance by either party).

- (b) If the requirements of clause 61.2(a) above are satisfied, but the Parties cannot agree as to how to manage or share the risk, then:
 - (i) in respect of such third party liability and environmental impairment liability insurances only the Authority shall (at the Authority's option) either pay to the Provider an amount equal to the amount calculated in accordance with clause 44 (Compensation on Termination for Force Majeure) and the Contract will terminate, or elect to allow the Contract to continue and clause 61.2(b)(ii) shall thereafter apply in respect of such risk; and
 - (ii) in respect of such contractors all risks insurance, property damage insurance, third party liability and environmental impairment liability insurances (if the Authority elects to allow the Contract to continue in accordance with clause 61.2(b)(i)), environmental impairment liability insurance, delay in start up and business interruption insurance (but not loss of profits) or statutory insurances the Contract shall continue and on the occurrence of the risk (but only for as long as such risk remains Uninsurable) the Authority shall (at the Authority's option) either pay to the Provider an amount equal to insurance proceeds that would have been payable had the relevant insurance continued to be available and the Contract will continue, or an amount equal to the amount calculated

in accordance with clause 44 (Compensation on Termination for Force Majeure) plus (in relation to third party liability and environmental impairment liability insurances only) the amount of insurance proceeds that would have been payable to the Provider whereupon the Contract will terminate.

- (iii) where pursuant to clause 61.2(b)(i) this Contract continues then the Unitary Charge shall be reduced in each year for which the relevant insurance is not maintained by an amount equal to the premium paid (or which would have been paid) by the Provider in respect of the relevant risk in the year prior to it becoming Uninsurable (Indexed from the date that the risk becomes Uninsurable). Where the risk is Uninsurable for part of a year only the reduction in the Unitary Charge shall be pro rated to the number of months for which the risk is Uninsurable; and
 - (iv) where pursuant to clauses 61.2(b)(i) and/or 61.2(b) (ii) this Contract continues the Provider shall approach the insurance market at least every four (4) months to establish whether the risk remains Uninsurable. As soon as the Provider is aware that the risk is no longer Uninsurable, the Provider shall take out and maintain or procure the taking out and maintenance of insurance (to be incepted as soon as is reasonably practicable) for such risk in accordance with this Contract.
- (c) If, pursuant to clause 61.2(b)(ii), the Authority elects to make payment to the Provider (such that the Contract will terminate)(the “Relevant Payment”), the Provider shall have the option (exercisable in writing within twenty (20) Business Days of the date of such election by the Authority (the “**Option Period**”)) to pay to the Authority on or before the end of the Option Period, an amount equal to the insurance proceeds that would have been payable had the relevant risk not become Uninsurable, in which case the Contract will continue (and the Relevant Payment will not be made by the Authority), and the Provider’s payment shall be applied for the same purpose and in the same manner as insurance proceeds would have been applied had the relevant risk not become Uninsurable.

62 UNAVAILABILITY OF INSURANCE TERMS OR CONDITIONS

- 62.1 If, upon the renewal of any insurance which the Provider is required to maintain or to procure the maintenance of pursuant to this Contract:
- (a) any Insurance Term is not available to the Provider in the worldwide insurance market with reputable insurers of good standing; and/or
 - (b) the insurance premium payable for insurance incorporating such term or condition is such that the Insurance Term is not generally being incorporated in insurance procured in the worldwide insurance market with reputable insurers of good standing by contractors in the United Kingdom.

(other than, in each case, by reason of one or more actions of the Provider and/or any sub-contractor of the Contractor (of any tier)) then clause 62.2 shall apply.

- 62.2 If it is agreed or determined that clause 62.1 applies then the Authority shall waive the Provider's obligations in clause 59 (Insurance) and/or Schedule 15 (Required Insurances) in respect of that particular Insurance Term and the Provider shall not be considered in breach of its obligations regarding the maintenance of insurance pursuant to this Contract as a result of the failure to maintain insurance incorporating such term or condition for so long as the relevant circumstances described in clause 62.1 continue to apply to Insurance Term.
- 62.3 To the extent that the Parties agree (acting reasonably), or it is determined pursuant to the Dispute Resolution Procedure, that an alternative or replacement term and/or condition of insurance is available to the Provider in the worldwide insurance market with reputable insurers of good standing which if included in the relevant insurance policy would fully or partially address the Provider's inability to maintain or procure the maintenance of insurance with the relevant Insurance Term, at a cost which contractors in the UK are (at such time) generally prepared to pay, the Provider shall maintain or procure the maintenance of insurance including such alternative or replacement term and/or condition.
- 62.4 The Provider shall notify the Authority as soon as reasonably practicable and in any event within five (5) days of becoming aware that clause 62.1(a) and/or clause 62.1(b) are likely to apply or (on expiry of the relevant insurance then in place) do apply in respect of an Insurance Term (irrespective of the reason for the same). The Provider shall provide the Authority with such information as the Authority reasonably requests regarding the unavailability of the Insurance Term and the Parties shall meet to discuss the means by which such unavailability should be managed as soon as is reasonably practicable.
- 62.5 In the event that clause 62.1(a) and/or clause 62.1(b) apply in respect of an Insurance Term, (irrespective of the reasons for the same) the Provider shall approach the insurance market at least every four (4) months to establish whether clause 62.1(a) and/or clause 62.1(b) remain applicable to the Insurance Term. As soon as the Provider is aware that clause 62.1(a) and/or clause 62.1(b) has ceased to apply to the Insurance Term, the Provider shall take out and maintain or procure the taking out and maintenance of insurance (to be incepted as soon as is reasonably practicable) incorporating such Insurance Term in accordance with this Contract.

63 DISPUTE RESOLUTION

63.1 Disputes

Any dispute arising in relation to any aspect of this Contract shall be resolved in accordance with this clause.

63.2 Consultation

If a dispute arises in relation to any aspect of this Contract, the Provider and the Authority shall consult in good faith in an attempt to come to an agreement in relation to the disputed matter.

63.3 Adjudication

Without prejudice to clause 63.2 (Consultation) above, either party may give the other notice of intention to refer the dispute to adjudication and the adjudicator shall be selected in accordance with clause 63.4 (Identity of Adjudicator) (the “**Adjudicator**”).

63.4 **Identity of Adjudicator**

- (a) The Adjudicator nominated to consider a dispute referred to him shall be selected on a strictly rotational basis from the relevant panel of experts appointed in accordance with the following:
- (i) there shall be two panels of experts, one in respect of construction matters (the “**Construction Panel**”) and one in respect of operational and maintenance matters (the “**Operational Panel**”). All the experts on each panel shall be wholly independent of the Provider, the Authority, the relevant Sub-Contractor and any of the major competitors of the Provider or relevant Sub-Contractor;
 - (ii) the Construction Panel shall be comprised of 3 experts who shall be appointed jointly by the Provider and the Authority. Such appointments shall take place within twenty-eight (28) days of the date of this Contract;
 - (iii) the Operational Panel shall be comprised of 3 experts who shall be appointed jointly by the Provider and the Authority. Such appointments shall take place on or before the Commencement Date;
 - (iv) if any member of a panel resigns during the term of this Contract, a replacement expert shall be appointed by the Provider and the Authority as soon as practicable;
 - (v) if the Authority and the Provider are unable to agree on the identity of the experts to be appointed to the panel(s) the President for the time being of the Chartered Institute of Arbitrators shall appoint such expert(s)/any replacement expert(s) within thirty (30) days of any application for such appointment by either party.

63.5 **Submission of Arguments**

Within seven (7) Business Days of appointment in relation to a particular dispute, the Adjudicator shall require the Parties to submit in writing their respective arguments. The Adjudicator shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute.

63.6 Adjudicator's Decision

In any event, the Adjudicator shall provide to both Parties his written decision on the dispute, within twenty-eight (28) Business Days of appointment (or such other period as the Parties may agree after the reference) or forty-two 42 Business Days from the date of reference if the party which referred the dispute agrees unless the Parties otherwise agree, the Adjudicator shall give reasons for his decision. Unless and until revised, cancelled or varied by the Arbitrator, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision.

63.7 Adjudicator's Costs

The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the Parties. Each party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.

63.8 Adjudicator as Expert

The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert, and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.

63.9 Adjudicator's Powers

The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract.

63.10 Confidentiality

All information, data or documentation disclosed or delivered by a party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not, save as permitted by clause 57 (Information and Confidentiality), disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the party disclosing or delivering the same and all copies shall be returned to such party on completion of the Adjudicator's work.

63.11 Liability of Adjudicator

The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.

63.12 Reference to Arbitration

If:

- (a) there is any dispute in respect of matters referred to in clauses 44

(Compensation on Termination for Force Majeure), 45 (Compensation on Termination for Provider Default or Collection and Recycling Services Provider Default), 46 (Compensation on Termination for Authority Default), 79.3 (Compensation on Termination for Corrupt Gifts and Fraud), 54 (Change in Law) or 55 (Change in Works and/or Service);

- (b) either party is dissatisfied with or otherwise wishes to challenge the Adjudicator's decision made in accordance with clause 63.6 (Adjudicator's Decision); or
- (c) both Parties agree,

then either party may (within twenty-eight (28) days of receipt of the Adjudicator's decision, where appropriate), notify the other party of its intention to refer the dispute to arbitration. Such notification shall invite the other party to concur in the appointment of a sole arbitrator who shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than 10 years' standing (the "**Arbitrator**"). If the Parties are unable within fourteen (14) days to agree the identity of the Arbitrator, either party may request the President of the Law Society to make the appointment.

63.13 Arbitrator's Powers

The Arbitrator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract, to vary or cancel the decision of the Adjudicator and, where appropriate, to order financial compensation to be paid by one party to the other. The arbitration shall take place in London.

63.14 Directions from the Arbitrator

The Arbitrator shall, in his absolute discretion, make such procedural directions as he considers necessary such as ordering the Parties to provide written submissions within such time period as he considers appropriate and/or to attend such hearings as he deems necessary.

63.15 Arbitrator's Decision

The Arbitrator shall deliver his decision on any matter referred to him within twenty-eight (28) days of concluding any hearings which may have been held in connection with the matter and in any event within three (3) months (or such other period as the Parties may agree) of his appointment. The Arbitrator's decision shall be in writing and shall state his reasons for his decision. The decision of the Arbitrator shall be final and binding on both Parties. The costs of the arbitration will be in the discretion of the Arbitrator.

63.16 Parties' Obligations

The Parties shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution under this clause and shall give effect forthwith to every decision of the Adjudicator and the Arbitrator delivered under this clause.

63.17 **Similar Disputes**

If any dispute arising under this Contract raises issues which relate to:

- (a) any dispute between the Provider and the Building Contractor arising under the Building Contract or otherwise affects the relationship or rights of the Provider and/or the Building Contractor under the Building Contract (the “**Building Contract Dispute**”); or
- (b) any dispute between the Provider and the Operating Contractor arising under the Operating Contract or otherwise affects the relationship or rights of the Provider and/or the Operating Contractor under the Operating Contract (the “**Operating Contract Dispute**”),

then the Provider may include as part of its submissions made to the Adjudicator or to the Arbitrator, where the dispute is referred to arbitration, submissions made by the Building Contractor or by the Operating Contractor as appropriate.

63.18 **Jurisdiction over Sub-Contractors**

The Adjudicator or the Arbitrator, as appropriate, shall not have jurisdiction to determine the Building Contract Dispute or the Operating Contract Dispute but the decision of the Adjudicator or the Arbitrator shall, subject to clause 63.12 (Reference to Arbitration), be binding on the Provider and the Building Contractor insofar as it determines the issues relating to the Building Contract Dispute and on the Provider and the Operating Contractor insofar as it determines the issues relating to the Operating Contract Dispute.

63.19 **Sub-Contractors’ Submissions**

Any submissions made by the Building Contractor or the Operating Contractor shall:

- (a) be made within the time limits applicable to the delivery of submissions by the Provider; and
- (b) concern only those matters which relate to the dispute between the Authority and the Provider under this Contract.

63.20 **Costs**

Where the Building Contractor or the Operating Contractor makes submissions in any reference before:

- (a) the Adjudicator, the Adjudicator’s costs of such reference shall be borne as the Adjudicator shall specify, or in default, one-third by the Authority and two-thirds by the Provider; and
- (b) the Arbitrator, the costs of the arbitration shall be in the discretion of the Arbitrator.

63.21 **Authority's Liability**

The Authority shall have no liability to the Building Contractor or the Operating Contractor arising out of or in connection with any decision of the Adjudicator or Arbitrator or in respect of the costs of the Building Contractor or the Operating Contractor in participating in the resolution of any dispute under this Contract.

63.22 **Access to Documents**

The Provider shall not allow the Building Contractor or the Operating Contractor access to any document relevant to issues in dispute between the Authority and the Provider save where:

- (a) the document is relevant also to the issues relating to the Building Contract Dispute or the Operating Contract Dispute as the case may be; and
- (b) the Provider has first delivered to the Authority a written undertaking from the Building Contractor and/or the Operating Contractor (as appropriate) addressed to the Authority that they shall not use any such document otherwise than for the purpose of the dispute resolution proceedings under this Contract and that they shall not disclose such documents or any information contained therein to any third party other than the Adjudicator or Arbitrator or any professional adviser engaged by the Building Contractor or the Operating Contractor (as appropriate) to advise in connection with the dispute.

64 **ORDERING OF GOODS AND SERVICES**

Neither party shall place or cause to be placed any orders with suppliers or otherwise incur liabilities in the name of the other party or any representative of the other party.

65 **INTELLECTUAL PROPERTY**

65.1 **Project Data**

The Provider grants to the Authority or shall procure the grant to the Authority of a non-exclusive, royalty-free, worldwide, irrevocable, freely assignable, perpetual licence of any Ancillary Intellectual Property Rights owned by the Provider or licensed to it which are necessary or desirable for the purpose of using and exploiting the Generated Intellectual Property Rights, to use the same for the purposes of:

- (a) the Authority providing the Project Facilities for waste management purposes, its duties under this Contract and/or any statutory duties which the Authority may have; and
- (b) following termination of this Contract, the design or construction of the Project Facilities, the operation, maintenance or improvement of the Facilities and/or the provision of services the same as, or similar to, the Services,

(together, the “**Approved Purposes**”), and in this clause “use” shall include the acts of copying, modifying, adapting and translating the material in question and/or incorporating them with other materials and the term “the right to use” shall be construed accordingly.

65.2 Ancillary Intellectual Property Rights

Ownership of Ancillary Intellectual Property Rights shall not be affected by this Contract and accordingly:

- (a) to the extent that Ancillary Intellectual Property Rights exist at the date of this Contract, ownership of such rights remains with the Provider or, as the case may be, the third party licensing use of the same to the Provider; or
- (b) to the extent that the Ancillary Intellectual Property Rights are created after the date of this Contract, ownership of such rights remains with the Provider or, as the case may be, the third party licensing use of the same to the Provider.

Nothing in this Contract is intended to give the Authority any right, title or interest in any Ancillary Intellectual Property Rights which may be disclosed to it by the Provider which is otherwise made available to it in connection with this Contract, save as specifically set out in this Contract.

65.3 Assignment of Generated Intellectual Property Rights

All Generated Intellectual Property Rights created by or on behalf of either party shall be owned by the Authority. Accordingly, the Provider:

- (a) assigns to the Authority with full title guarantee (by way of present assignment of future rights) all copyright, database rights and rights in designs which form part of the Generated Intellectual Property Rights created at any time by the Provider during the continuance of this Contract, including without limitation the Project Data, and such assignment is effective from the time that the rights in question arise; and
- (b) agrees to assign to the Authority with full title guarantee all other Generated Intellectual Property Rights.

The assignments made under this clause 65.3 (Assignment of Generated Intellectual Property Rights) shall include without limitation all statutory or common law rights attaching to those Generated Intellectual Property Rights assigned including without limitation the right to sue for past infringements.

The Provider undertakes that it will:

- (c) procure that all Generated Intellectual Property Rights created by a third party engaged by the Provider in connection with the Project are assigned to the Authority under the terms of clause 65.3 (Assignment of Generated Intellectual Property Rights) above; and
- (d) at the Provider's cost, execute such further documents and do such acts as may be necessary for securing, confirming or vesting absolutely in the Authority full right, title and interest in the Generated Intellectual Property Rights and for conferring on the Authority all rights of action in respect of any claim for infringement by third parties. The Provider grants to the Authority a power of attorney for the Authority to execute such further documents on behalf of the Provider should the Provider fail to do so.

65.4 Computer Data and Materials

To the extent that any of the data, materials and documents referred to in this clause are generated by or maintained on a computer or similar system, the Provider shall:

- (a) use all reasonable endeavours to procure for the benefit of the Authority, at no charge or at the lowest reasonable fee, the grant of a licence or sub-licence for any relevant software to enable the Authority or its nominee to access and otherwise use (subject to the payment by the Authority of the relevant fee, if any) such data for the Approved Purposes. As an alternative, the Provider may provide such data, materials or documents in a format which may be read by software generally available in the market at the relevant time or in hard copy format; and
- (b) enter into the then current multi-licence escrow deposit agreement of National Computer Centre Limited or standard single licence escrow deposit agreement as appropriate in each case.

65.5 Back-up Obligations

The Provider shall ensure the back-up and storage in safe custody of the data, materials and documents referred to in clause 65.4 (Computer Data and Materials) in accordance with Good Industry Practice. Without prejudice to this obligation, the Provider shall submit to the Authority's Representative for approval its proposals for the back-up and storage in safe custody of the data, materials and documents and the Authority shall be entitled to object if the same is not in accordance with Good Industry Practice. The Provider shall comply, and shall cause all Provider Related Parties to comply, with all procedures to which the Authority's Representative has given its approval. The Provider may vary its procedures for such back-up and storage subject to submitting its proposals for change to the Authority's Representative, who shall be entitled to object on the basis set out above.

65.6 Provider Indemnity

Where a claim or proceeding is made or brought against the Authority which arises out of the infringement of any Intellectual Property Rights or because the use of any materials, plant, machinery or equipment in connection with the Works or the Project infringes any Intellectual Property Rights or a third party then, unless such infringement has arisen out of the use of any Intellectual Property by or on behalf of the Authority otherwise than in accordance with the terms of this Contract, the Provider shall indemnify the Authority at all times from and against all such claims and proceedings and the provisions of clause 58 (Indemnities, Guarantees and Contractual Claims) shall apply.

66 **ASSIGNMENT AND SUB-CONTRACTING**

66.1 **Restrictions on Transfer of the Contract by the Authority**

The rights and obligations of the Authority under this Contract shall not be assigned, novated or otherwise transferred (whether by virtue of any Legislation or any scheme pursuant to any Legislation or otherwise) to any person other than to any public body (being a single entity) [acquiring the whole of the Contract and] having the legal capacity, power and authority to become a party to and to perform the obligations of the Authority under this Contract being:

- (a) a Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975;
- (b) any Local Authority which has sufficient financial standing or financial resources to perform the obligations of the Authority under this Contract; or
- (c) any other public body whose obligations under this Contract are unconditionally and irrevocably guaranteed (in a form reasonably acceptable to the Provider) by the Authority or a Minister of the Crown having the legal capacity, power and authority to perform the obligations under the guarantee and the obligations of the Authority under this Contract.

66.2 **Restriction on the Provider**

Subject to clause 66.3 (Exception) the Provider shall not assign, underlet, charge, sell, bargain or otherwise deal in any way with the benefit of this Contract in whole or in part except with the prior written consent of the Authority.

66.3 **Exception**

Nothing in this Contract shall prohibit the Provider from providing or procuring the provision of the Works or the Services from a Sub-Contractor of sound financial standing and good repute and whose identity has been notified to the Authority by the Provider and approved by the Authority (such approval not to be unreasonably withheld or delayed) prior to the appointment of such Sub-Contractor, provided that the Provider shall remain primarily and directly liable for the Provider's obligations under this Contract.

66.4 **Provider's Obligations**

The Provider shall perform its obligations under and observe all the terms of any Sub-Contract with a Sub-Contractor.

66.5 **Sub-Contractors**

Nothing in this Contract shall prohibit or prevent any Sub-Contractor employed by the Provider from being employed by the Authority at any establishments of the Authority.

67 CORPORATE STRUCTURES

67.1 **Change of Ownership**

- (a) The Provider represents and warrants to the Authority that at the date of the Contract the legal and beneficial ownership of the Provider and Holdco is as set out in Part 2 of Schedule 12 (Warranted Data) and that other than any Shareholder pre-emption rights, no arrangements are in place that have or may have or result in any sale, transfer or disposal of any legal, beneficial, equitable or other interest in any or all of the shares in the Provider or Holdco
- (b) The Provider shall inform the Authority as soon as reasonably practicable (and in event, within thirty (30) days) of any Change of Ownership occurring.
- (c) The Authority may, not more than twice in any Contract Year, or at any time when a Provider Default is outstanding, request that the Provider inform it as soon as reasonably practicable and in any event within thirty (30) days of receipt of the Authority's request for details of any Change of Ownership.
- (d) The Provider's obligations under (b) and (c) above shall, except where a legal transfer of shares has occurred, be limited to the extent of the Contractor's awareness having made all reasonable enquiry.
- (e) For the purposes of clause 67.1(b):
 - (i) any change in beneficial or legal ownership of any shares that are listed on a stock exchange; and
 - (ii) any transfer of shares or of any interest in shares by a person to its Affiliate

shall be disregarded, provided that where clause 67.1(e)(ii) applies and subsequent to any such transfer (the "**Original Transfer**") the transferee ceases to be an Affiliate of the original transferor, it shall be a breach of this clause 67.1 if the shares or interests which were the subject of the Original Transfer are not within twenty (20) Business Days of the transferee ceasing to be an Affiliate of the original transferor transferred to that original transferor or any Affiliate of such transferor.

67.2 **Restricted Share Transfer**

The Provider shall obtain the Authority's prior written consent (which may be given subject to conditions) to any transfer of shares in the Provider or its Holdco to any person engaged, or with substantial interests in, gambling, gaming, pornography, the production or sale of alcoholic drinks, the production or sale of products derived from tobacco, or the manufacture or sale of arms and weapons.

68 FINANCIAL ADJUSTMENTS

68.1 Updating the Base Case Model

Whenever a Relevant Event occurs, the financial consequence shall (save where otherwise provided in this Contract or where the Parties mutually agree otherwise) be determined in accordance with this clause 68 (Financial Adjustments). Schedule 37 (Unitary Charge Adjustment Protocol) sets out the protocol to be followed for adjustment of the Base Case Model in certain circumstances described therein. Where for the purposes of this clause 68 (Financial Adjustments) the Base Case Model is to be adjusted by reference to a Relevant Event, this shall be carried out by the Provider in consultation with the Authority and in accordance with this clause 68 (Financial Adjustments) and where appropriate Schedule 37 (Unitary Charge Adjustment Protocol), to reflect the impact of any prior Relevant Event on the version of the Base Case Model applicable immediately prior to the relevant adjustment and to reflect the impact of the Relevant Event in respect of which such adjustment is being undertaken, including the effect of Estimated Change in Project Costs.

68.2 Calculating Change in Costs and Change in Revenues

In calculating any Change in Costs and any Change in Revenue, and in assessing other adjustments to be made to the Base Case Model, the Provider shall be entitled to take into account, inter alia:

- (a) reasonable economic assumptions prevailing at the time; and
- (b) changes in the prospective technical performance of the Project arising as a result of the Relevant Event,

provided that the Authority shall not be required (and the Provider shall not be entitled) to take into account the financial impact up to the date of the Relevant Event of those risks which the Provider bears under the terms of this Contract, including (to the extent so borne by the Provider under this Contract) changes in VAT rates, taxation rates, RPI and the impact of Unavailability Deductions and Performance Deductions.

68.3 Application to the Base Case Model

Where, pursuant to this Contract, either party is entitled to payment of any sum the assessment of which properly requires reference to the Base Case Model, the adjustment to the Monthly Unitary Charge or any element of the Unitary Charge due shall be that required to ensure that, by reference to the Base Case Model adjusted under clause 68 (Financial Adjustments), and where appropriate Schedule 37 (Unitary Charge Adjustment Protocol) the Provider is left in a no better and no worse position than under the version of the Base Case Model applicable immediately prior to the relevant adjustment, and shall be ascertained by determining the adjustment to the Monthly Unitary Charge or any element of the Unitary Charge required to maintain the financial position of the Provider with that in which it would have been under the version of the Base Case Model applicable immediately prior to the relevant adjustment.

68.4 No Better and no Worse

(a) Any reference in this Contract to “no better and no worse” or to leaving the Provider in a “no better and no worse position” shall be construed by reference to the Provider’s:

- (i) rights, duties and liabilities under or arising pursuant to performance of this Contract and the Key Subcontracts; and
- (ii) ability to perform its obligations and exercise its rights under this Contract, the Building Contract and any Operating Contract,

so as to ensure that :

- (iii) the Provider is left in a position which is no better and no worse in relation to the Project IRR by reference to the version of the Base Case Model applicable immediately prior to the Relevant Event than had the Relevant Event not occurred, such that the difference in the Project IRR after and immediately before any such amendment shall not differ by more than one (1) basis point (being 0.01% as shown in the resulting figure); and
- (iv) the ability of the Provider to comply with this Contract is not adversely affected or improved as a consequence of the Relevant Event.

68.5 Replacement of Base Case Model

Any Base Case Model produced following adjustments in accordance with this clause 68 (Financial Adjustments) and where appropriate Schedule 37 (Unitary Charge Adjustment Protocol) shall become the Base Case Model for the purposes of this Contract until its further amendment in accordance with this Contract.

68.6 Amendments to Logic and/or Formulae

- (a) Where it is necessary to amend the logic or formulae incorporated in the Base Case Model to permit adjustments to be made, this shall be done to the extent necessary and in accordance with generally accepted accounting principles.
- (b) Where any amendment is made to the logic or formulae incorporated in the Base Case Model, the Base Case Model, as amended, shall first be run with the date included in the Base Case Model immediately prior to amendment to ensure that the Project IRR for the Base Case Model is maintained at no lower or higher level than the Project IRR immediately prior to amendment, and the difference in the Project IRR after and immediately prior to amendment does not differ by more than 1 basis points (being 0.01% as shown in the resulting figure).

68.7 Copies of the Revised Base Case Model

Following any change to the Base Case Model under the provisions of this clause 68 (Financial Adjustments), the Provider shall promptly deliver a copy of the revised

Base Case Model to the Authority in the same form as is established at the date of this Contract or in such other form as may be agreed between the Parties.

69 AUDIT ACCESS

Notwithstanding the provisions of clause 77.3 (Maintenance of Records), the Provider shall co-operate fully and in a timely manner with any reasonable request from time to time of any auditor (whether internal or external) of the Authority and at the expense of the Provider to provide documents, or to procure the provision of documents, relating to the Project, and to provide, or to procure the provision of, any oral or written explanation relating to the same.

70 NO AGENCY

70.1 No Partnership or Employment

Nothing in this Contract shall be construed as creating a partnership or as a contract of employment between the Authority and the Provider.

70.2 Power to Bind

Save as expressly provided otherwise in this Contract, the Provider shall not be, or be deemed to be, an agent of the Authority and the Provider shall not hold itself out as having authority or power to bind the Authority in any way.

70.3 Deemed Knowledge

Without limitation to its actual knowledge, the Provider shall for all purposes of this Contract, be deemed to have such knowledge in respect of the Project as is held (or ought reasonably to be held) by any Provider Related Party.

71 ENTIRE AGREEMENT

71.1 Prior Representations etc Superseded

Except where expressly provided in this Contract, this Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Contract.

71.2 Acknowledgements

Each of the Parties acknowledges that:

- (a) it does not enter into this Contract on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a party to this Contract or not) except those expressly repeated or referred to in this Contract and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be any remedy available under this Contract; and

- (b) this clause shall not apply to any statement, representation or warranty made fraudulently, or to any provisions of this Contract which was induced by fraud, for which the remedies available shall be all those available under the law governing this Contract.

72 NOTICES

72.1 Form and Service of Notices

All notices under this Contract shall be in writing and all certificates, notices or written instructions to be given under the terms of this Contract shall be served by sending the same by first class post, facsimile or by hand, or leaving the same at:

Provider	Authority
	Penny Spencer
Veolia ES Shropshire Limited, Veolia House, 154A Pentonville, London, N1 9PE	Director of Economy and Environment, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
	Fax: 01743 253172

72.2 Provision of Information to Representatives

Where any information or documentation is to be provided or submitted to the Authority's Representative or the Provider's Representative it shall be provided or submitted by sending the same by first class post, facsimile or by hand, or leaving the same at:

Provider's Representative	Authority's Representative
	Martin Allard
Veolia ES Shropshire Limited Bolingbroke House, Vanguard Way, Battlefield Enterprise Park, Shrewsbury, SY1 3TG	Head of Project and Waste Management Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
	Fax: 01743 253172

72.3 Change of Details

Either party to this Contract (and either Representative) may change its nominated address or facsimile number by prior notice to the other party.

72.4 **Notices by Post**

Notices given by post shall be effective upon the earlier of actual receipt and five (5) Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

- (a) within two hours after sending, if sent on a Business Day between the hours of 9am and 4pm; or
- (b) by 11am on the next following Business Day, if sent after 4pm on a Business Day but before 9am on that next following Business Day.

73 **SEVERABILITY**

If any term, condition or provision of this Contract shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Contract.

74 **WAIVER**

74.1 **Waiver to be Written**

No term or provision of this Contract shall be considered as waived by any party to this Contract unless a waiver is given in writing by that party.

74.2 **Extent of Waiver**

No waiver under clause 74.1 (Waiver to be Written) shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Contract unless (and then only to the extent) expressly stated in that waiver.

75 **PUBLIC RELATIONS AND PUBLICITY**

75.1 **Restriction**

The Provider shall not by itself, its employees or agents (and shall procure that its Sub-Contractors shall not) communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract or the Project without the prior written approval of the Authority.

75.2 **Photographs**

No facilities to photograph or film in or upon any property used in relation to the Project shall be given or permitted by the Provider unless the Authority has given its prior written approval.

76 ADVERTISEMENTS

The Provider shall not exhibit or attach to any part of the Sites any notice or advertisement without the prior written permission of the Authority's Representative, save where otherwise required to comply with Legislation.

77 PROVIDER'S RECORDS

77.1 Records of Costs

The Provider shall at all times:

- (a) maintain a full record of particulars of the costs of carrying out the Works and performing the Services, including those relating to the design, construction, maintenance, operation and financing of the Project;
- (b) upon request by the Authority, provide a written summary of any of the costs referred to in clause 77.1 (Records of Costs), including details of any funds held by the Provider specifically to cover such costs, in such form and detail as the Authority may reasonably require to enable the Authority to monitor the performance by the Provider of its obligations under this Contract; and
- (c) provide such facilities as the Authority may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this clause.

77.2 Books of Account

Compliance with clause 77.1 (Records of Costs) shall require the Provider to keep (and where appropriate to procure that its Sub-Contractors shall keep) books of account in accordance with best accountancy practice with respect to this Contract showing in detail:

- (a) administrative overheads;
- (b) payments made to Sub-Contractors and by Sub-Contractors to Sub-Contractors;
- (c) capital and revenue expenditure; and
- (d) such other items as the Authority may reasonably require from time to time to conduct cost audits for verification of cost expenditure or estimated expenditure, for the purpose of this Contract,

and the Provider shall have (and procure that its Sub-Contractors shall have) the books of account evidencing the items listed in clauses 77.2(a) (Books of Account) to 77.2(d) (Books of Account) inclusive available for inspection by the Authority (and any expert) upon reasonable notice, and shall promptly present a written report of these to the Authority as and when requested from time to time.

77.3 Maintenance of Records

The Provider shall maintain or procure that the following are maintained:

- (a) a full record of all incidents relating to health, safety and security which occur during the term of the Contract; and
- (b) full records of all maintenance procedures carried out during the term of the Contract,

and the Provider shall have the items referred to in clauses 77.3(a) (Maintenance of Records), 77.3(b) (Maintenance of Records) and paragraph 3.12.9 of Schedule 2 (Specification) available for inspection by the Authority upon reasonable notice, and shall present a report of them to the Authority as and when requested.

77.4 Auditor

The Provider shall permit all records referred to in this clause 77 (Provider's Records) to be examined and copied from time to time by the Authority's auditor and their representatives and other representatives of the Authority.

77.5 Retention

The records referred to in this clause 77 (Provider's Records) shall be retained for a period of at least five years after the Provider's obligations under this Contract have come to an end.

77.6 Termination or Expiry

Upon termination, partial termination or expiry of this Contract, and in the event that the Authority wishes to enter into another contract for the operation and management of a project the same as or similar to the Project or in the case of partial termination, the relevant part of the Project, the Provider shall (and shall ensure that its Sub-Contractors will) comply with all reasonable requests of the Authority to provide information relating to the Provider's costs of operating and maintaining the Project.

77.7 Confidentiality

All information referred to in this clause 77 (Provider's Records) is subject to the obligations set out in clause 57 (Information and Confidentiality).

78 DATA PROTECTION

78.1 General

- (a) In relation to all Personal Data, the Provider shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Services.
- (b) The Provider and any Sub-Contractor shall only undertake processing of Personal Data reasonably required in connection with the Works and/or the

Services and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

78.2 No Disclosure

- (a) The Provider shall not disclose Personal Data to any third parties other than:
- (i) to employees and Sub-Contractors to whom such disclosure is reasonably necessary in order for the Provider to carry out the Works and/or the Services; or
 - (ii) to the extent required under a court order,
- provided that disclosure under clause 78.2(a)(i) (No Disclosure) is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 78.2 (No Disclosure) and that the Provider shall give notice in writing to the Authority of any disclosure of Personal Data which either the Provider or a Sub-Contractor is required to make under clause 78.2(a)(ii) (No Disclosure) immediately upon becoming aware of such a requirement.
- (b) The Provider shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including to take reasonable steps to ensure the reliability of staff having access to the Personal Data.
- (c) The Authority may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Provider or the Sub-Contractors referred to in clause 78.2 (No Disclosure). Within twenty (20) Business Days of such a request, the Provider shall supply written particulars of all such measures detailed to a reasonable level such that the Authority can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.

78.3 Indemnity

The Provider shall indemnify and keep indemnified the Authority against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this clause 78 (Data Protection) by the Provider and/or any act or omission of any Sub-Contractor.

79 TERMINATION ON CORRUPT GIFTS AND FRAUD

79.1 Corrupts Gifts and Fraud

The Provider warrants that in entering into this Contract it has not committed any Prohibited Act.

79.2 Termination for Corrupt Gifts and Fraud

- (a) If the Provider or any Sub-Contractor (or anyone employed by or acting on

behalf of any of them) or any of its or their agents or shareholders commits any Prohibited Act, then the Authority shall be entitled to act in accordance with the provisions of this clause 79 (Termination for Corrupt Gifts and Fraud).

- (b) If a Prohibited Act is committed by the Provider or by an employee not acting independently of the Provider, then the Authority may terminate this Contract by giving notice to the Provider.
- (c) If the Prohibited Act is committed by an employee of the Provider acting independently of the Provider, then the Authority may give notice to the Provider of termination and this Contract will terminate, unless within thirty (30) Business Days of receipt of such notice the Provider terminates the employee's employment and (if necessary) procures the carrying out of such part of the Works or the performance of such part of the Works and/or Services by another person.
- (d) If the Prohibited Act is committed by a Sub-Contractor or by an employee of that Sub-Contractor not acting independently of that Sub-Contractor then the Authority may give notice to the Provider of termination and this Contract will terminate, unless within thirty (30) Business Days of receipt of such notice the Provider terminates the relevant Project Document and procures the performance of such part of the Works and/or Services by another person.
- (e) If the Prohibited Act is committed by an employee of a Sub-Contractor acting independently of that Sub-Contractor, then the Authority may give notice to the Provider of termination and this Contract will terminate, unless within thirty (30) Business Days of receipt of such notice the Sub-Contractor terminates the employee's employment and (if necessary) procures the performance of such part of the Works and/or Services by another person.
- (f) If the Prohibited Act is committed by any other persons not specified in clauses 79.2(a) (Termination for Corrupt Gifts and Fraud) to 79.2(e) (Termination for Corrupt Gifts and Fraud), then the Authority may give notice to the Provider of termination and this Contract will terminate, unless within thirty (30) Business Days of receipt of such notice the Provider procures the termination of such person's employment or of the appointment of their employer (where not employed by the Provider or the Sub-Contractors) and (if necessary) procures the performance of such part of the Works and/or Services by another person.
- (g) Any notice of termination under this clause 79 (Termination for Corrupt Gifts and Fraud) shall specify:
 - (i) the nature of the Prohibited Act;
 - (ii) the identity of the party whom the Authority believes has committed the Prohibited Act;
 - (iii) the date on which this Contract will terminate, in accordance with the applicable provision of this clause; and
 - (iv) the Authority's chosen option under clause 51 (Method of Payment).

79.3 Compensation on Termination for Corrupt Gifts and Fraud

- (a) On termination of this Contract in accordance with clause 79.2 (Termination for Corrupt Gifts and Fraud), the Authority shall not be obliged to pay a Termination Sum to the Provider.
- (b) If termination occurs then the Authority may require the Contractor to transfer its rights, title and interest in and to the Assets to the Authority.

80 INTEREST ON LATE PAYMENT

Save where otherwise specifically provided, where any payment or sum of money due from the Provider to the Authority or from the Authority to the Provider under any provision of this Contract is not paid within three (3) Business Days of the due date, it shall bear interest thereon at the Prescribed Rate from the due date (whether before or after any judgement) until actual payment provided that where, in any Contract Year, the Provider shall have been entitled to charge interest at the Prescribed Rate on unpaid sums pursuant to this clause 80 (Interest on Late Payment) on more than two (2) separate occasions, all future payments due from the Authority to the Provider shall, if not paid by the due date, bear interest at the Prescribed Rate from the due date. It is agreed between the Parties that the Prescribed Rate and the provisions of this Contract relating to the payment of compensation on termination of this Contract following the occurrence of an Authority Default provide the Provider with a substantial remedy pursuant to Sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

81 CO-OPERATION

The Provider shall co-operate fully and in a timely manner with any request from time to time of any auditor (whether internal or external) of the Authority or the Ombudsman to provide documents, or to procure the provision of documents, relating to the Project, and to provide, or to procure the provision of, any oral or written explanation relating to the same.

82 LOCAL GOVERNMENT (CONTRACTS) ACT 1997

82.1 Certification Requirements

The Certification Requirements are intended to be satisfied by the Authority with respect to this Contract before the end of the period relating to each agreement within which the Certification Requirements must be satisfied for the agreement to be a certified contract for the purposes of the Local Government (Contracts) Act 1997.

82.2 Provider's Consent

The Provider hereby consents to the issue by the Authority of certificates under Section 3 of the Local Government (Contracts) Act 1997 in respect of this Contract.

82.3 Failure to Issue a Certificate

If a certificate is not issued by the Authority pursuant to clause 82.2 (Provider's Consent) within six weeks of the date of this Contract then the Provider shall be entitled by giving notice in writing to the Authority within five (5) Business Days of

the Authority failing to issue such a certificate to terminate this Contract, whereupon the Authority shall pay to the Provider the aggregate costs incurred by the Provider in entering into and terminating this Contract.

82.4 Relevant Discharge Terms

The relevant discharge terms within the meaning of Section 6 of the Local Government (Contracts) Act 1977 are set out in Schedule 13 (Relevant Discharge Terms).

83 GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in the accordance with the laws of England and Wales. Subject to clause 63 (Dispute Resolution), the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract.

84 REFINANCING

Without Prejudice to clause 66.2 (Restriction on the Provider), if at any time after the Commencement Date the Provider enters into funding arrangements with one or more third party debt providers in order to fund its obligations under this Contract, the Parties agree that any subsequent refinancing of some or all of the third party debt shall be undertaken on terms which have substantially the same effect as the model refinancing provisions set out in Chapter 34 of HM Treasury's Standardisation of PFI Contracts Version 4 (dated March 2007), including in particular the requirements for the Parties to negotiate in good faith to agree the basis and method of calculating any refinancing gain and for any such refinancing gains to be shared equally between the Parties.

85 SOLE REMEDY

85.1 Common Law Rights for the Provider

Without prejudice to any entitlement of the Provider:

- (a) to specific performance of any obligation under this Contract; or
- (b) to injunctive relief,

the Provider shall not be entitled to any common law or equitable rights including rights to damages or to any other rights under contract, tort or otherwise in relation to any breach of this Contract to the extent that such breach is a Compensation Event or this Contract provides an express remedy in relation to the breach.

85.2 Common Law Rights of the Authority

Without prejudice to any entitlement of the Authority:

- (a) to claim, on or after termination of this Contract, the amount of its reasonable costs, losses, damages and expenses suffered or incurred by it as a result of rectifying or mitigating the effects of any breach of this Contract, save to the

extent that the same has already been recovered by the Authority pursuant to this Contract or has been taken into account to reduce any compensation payable by the Authority pursuant to clauses 44 (Compensation on Termination for Force Majeure), 45 (Compensation on Termination for Provider Default and Collection and Recycling Services Provider Default), 46 (Compensation on Termination for Authority Default) or 79.3 (Compensation on Termination for Corrupt Gifts and Fraud);

- (b) to step-in under clause 56 (Authority Step-In);
- (c) in respect of an act of fraud by the Provider;
- (d) to injunctive relief;
- (e) to carry out or procure rectification and/or maintenance work pursuant to clause 42.8 (Failure to Carry Out Work),

the only remedies of the Authority in respect of a failure to provide the Services in accordance with this Contract shall be pursuant to clause 33 (Payment Provisions), Schedule 7a (Payment Mechanism), Schedule 7b (Performance and Unavailability Framework) and, to the extent that clause 33 (Payment Provisions) and Schedule 7a (Payment Mechanism) and 7b (Performance and Unavailability Framework) do not provide an adequate remedy to the Authority, under any express indemnities set out in this Contract.

86 RIGHTS AND REMEDIES

Where this Contract provides specifically for any right of a party on breach of the other party's obligations under this Contract, the entitlement to exercise (and conferring of) that right will be to the exclusion of all other rights (other than available equitable remedies including injunction or their equivalent in any other jurisdiction) of the first mentioned party howsoever arising at common law, under statute or in equity in respect of the circumstances constituting such breach.

87 COUNTERPARTS

This Contract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1: Definitions

In this Contract unless the context otherwise requires the following terms shall have the meanings given to them below:

1999 Act	the Local Government Act 1999
Abandon	not to carry out any Works contemplated by the Project Programme at a Site for twenty (20) consecutive Business Days or during sixty (60) Business Days (whether consecutive or not) in any Contract Year and/or not to provide substantially all the Services for fifteen (15) consecutive Business Days or during thirty (30) Business Days (whether consecutive or not) in any Contract Year, except when relieved of the obligation to do so by the express provisions of this Contract
Abandoned Vehicles	has the meaning set out in the Removal and Disposal of Vehicles Act 1986
Active Waste	Waste other than Inactive Waste
Actual Diversion Performance	the total Tonnage of Contract Waste which is Diverted by the Provider in any Contract Year as calculated in accordance with paragraph 9.7 of Schedule 7a (Payment Mechanism)
Actual Household Variance	the variance between the Actual Number of Households and the Contract Number of Households in the relevant Contract Year as calculated in accordance with paragraph 7.9 of Schedule 7a (Payment Mechanism)
Actual Level of Contract Waste	the actual Tonnage of Contract Waste Handled by the Provider in the relevant Contract Year
Actual Level of Landfill	the actual Tonnage of Contract Waste sent to Landfill in the relevant Contract Year
Actual Level of Provider Landfill	the actual Tonnage of Contract Waste sent to Landfill by the Provider calculated in accordance with paragraph 13.4 of Schedule 7a (Payment Mechanism)
Actual Level of Recycling and	the actual Tonnage of Contract Waste Handled by the Provider in the relevant

Composting	Contract Year which is Recycled or Composted by the Provider in accordance with the terms of this Contract
Actual Level of SABC Residual Waste	the actual Tonnage of Residual Waste which is Collected by the SABC and delivered to the Provider in the relevant Contract Year
Actual Level of Treatment	the actual Tonnage of Contract Waste Handled by the Provider in the relevant Contract Year which is Recovered
Actual Number of Households	the number of Households from which Contract Waste is required to be Collected in any Contract Year as determined from the Council Tax base forms prepared by the Authority and/or the Districts in each Contract Year, excluding empty properties
Actual Recycling and Composting Variance	the variance between the Actual Level of Recycling and Composting and the Contract Level of Recycling and Composting in the relevant Contract Year as calculated in accordance with paragraph 9.14 of Schedule 7a (Payment Mechanism)
Actual Tonnage of SABC Compostable Waste	the actual Tonnage of Compostable Waste delivered to the Provider by SABC in the relevant Contract Year
Actual Tonnage of SABC Recyclable Materials	the actual Tonnage of Recyclable Materials delivered to the Provider by SABC in the relevant Contract Year
Actual Treatment Variance	the variance in Tonnes between the Actual Level of Treatment and the Contract Level of Treatment in the relevant Contract Year as calculated in paragraph 7.10 of Schedule 7a (Payment Mechanism)
Additional Street Cleansing Services	the Services as set out in paragraph 3 of Schedule 39 Part A (Street Cleansing Services Specification)
Additional Street Cleansing Margin	the margin on costs properly incurred by the Provider for providing Additional Street Cleansing Services as set out in Table 4 of Appendix 1 to Schedule 7a (Payment Mechanism)

Additional Off Take Tonnage	the Tonnage of Residual Waste to be Recovered through the Off-Take Contract in addition to the Contract Level of Treatment as directed by the Authority pursuant to paragraph 5.1 of Schedule 33 (Off-Take Protocol)
Adjoining Property	any land and/or property adjoining or in the neighbourhood of the Sites and each and every part thereof including all conduits, roads, footpaths, walls, fences, buildings and other erections and all service media and other apparatus on, under or within such land and/or property
Adjudicator	has the meaning given to it in clause 63.3 (Adjudication)
Adjusted Estimated Fair Value of the Contract	<p>the Estimated Fair Value of the Contract, less an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> (a) any Post Termination Service Amounts (if a positive number); (b) the Tender Costs; and (c) amounts that the Authority is entitled to set off or deduct under clause 33.9 (Rights of Set Off), <p>plus an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> (d) all credit balances on any bank accounts held by or on behalf of the Provider on the date that the Estimated Fair Value of this Contract is calculated; (e) any insurance proceeds and other amounts owing to the Provider (and which the Provider is entitled to retain) to the extent not included in (d) above; and (f) the Post Termination Service Amounts (if a negative number), <p>to the extent that:</p> <ol style="list-style-type: none"> 1. (d), (e) and (f) have not been directly taken into account in calculating the

	<p>Estimated Fair Value of this Contract; and</p> <p>2. the Authority has received such amounts in accordance with this Contract or such amounts are standing to the credit of the Joint Insurance Account</p>
Adjusted Highest Compliant Tender Price	<p>the Highest Compliant Tender Price less the aggregate of:</p> <p>(a) any Post Termination Service Amounts paid to the Provider to date;</p> <p>(b) the Tender Costs; and</p> <p>(c) amounts that the Authority is entitled to set off or deduct under clause 33.9 (Rights of Set Off),</p> <p>plus an amount equal to the aggregate of:</p> <p>(i) all credit balances on any bank accounts held by or on behalf of the Provider on the date that the highest priced Compliant Tender is received;</p> <p>(ii) any insurance proceeds and other amounts owing to the Provider, to the extent not included in (i) above; and</p> <p>(iii) the Post Termination Service Amounts (if a negative number),</p> <p>to the extent that:</p> <p>1. (i), (ii) and (iii) have not been directly taken into account in that Compliant Tender; and</p> <p>2. the Authority has received such amounts in accordance with this Contract</p>
Admission Agreement	the admission agreement in the form set out at Schedule 23 (Admission Agreement)
Admission Body	as defined in regulations 5, 5A or 5B of the LGPS Regulations

Affected Party	has the meaning given to it in the definition of Force Majeure Event in this Schedule 1 (Definitions)
Affiliate	in relation to any person, any holding company, or subsidiary of that person, or any subsidiary of such holding company, and “ holding company ” and “ subsidiary ” shall have the meaning given to them in Section 736 of the Companies Act 1985
Agreed Form	in relation to any document, the form of the document agreed between the Parties and initialled by or on behalf of the Parties for the purpose of identification
Air Quality Management Areas (AQMA)	has the meaning set out in Part 4 of the Environment Act 1995
Alternative Interim Services Plan	has the meaning set out in paragraph 1.3 of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Ancillary Documents	the documents which are listed in Part 1 of Schedule 19 (Project Documents and Ancillary Documents) as they may be amended or replaced from time to time
Ancillary Intellectual Property Rights	any and all Intellectual Property Rights which are not Generated Intellectual Property Rights including without limitation any Intellectual Property Rights created prior to the Commencement Date by the Provider
Ancillary Rights	such rights of passage over, access to and egress from each Site as shown in the Site Plans where: <ul style="list-style-type: none"> (a) areas shown coloured [blue] are exclusively licensed to the Provider during the period shown on the relevant Site Plan; (b) areas shown coloured [red] are non-exclusively licensed to the Provider during the period shown on the relevant Site Plan; and (c) areas shown coloured [brown] are non-exclusively licensed to the Provider for the purpose of the passing and re-

	passing of pedestrians, vehicles and plant during the period shown on the relevant Site Plan but not for occupation by the Provider or any Provider Related Party
Ancillary Services	those Services set out in paragraph 1.3.14 of Schedule 2 (Specification)
Ancillary Services Contract Rates	those rates as set out in Table 4 of Appendix 1 to Schedule 7a (Payment Mechanism)
Ancillary Services Payment	has the meaning set out in paragraph 4 of Schedule 7a (Payment Mechanism)
Ancillary Services Payment	the payment for the provision of Ancillary Services in the relevant Payment Period as calculated in accordance with paragraph 4 of Schedule 7a (Payment Mechanism)
Annual Contract Recycling and Composting Revenue	the forecast revenue from the sale of Recyclable Materials and/or Compost in any Contract Year as set out in Table 7 of Appendix 1 to Schedule 7a (Payment Mechanism)
Annual Corporate Responsibility Report	the report as set out in paragraph 3.14 of Schedule 32 (Reporting Requirements)
Annual Energy Generation Revenue	the forecast revenue from the sale of energy generated by the Provider in any Contract Year as set out in Table 7 of Appendix 1 to Schedule 7a (Payment Mechanism)
Annual Reconciliation	the process as set out in paragraph 1.13 of Schedule 7a (Payment Mechanism) giving rise to the Annual Reconciliation Payment
Annual Reconciliation Payment	the payment made to or deducted from the Unitary Charge in respect of the Contract Year to reflect actual Tonnage of Contract Waste Handled by the Provider, number of Households and performance against Contract Targets in the relevant Contract Year, as determined in accordance with paragraph 1.16 of Schedule 7a (Payment Mechanism)
Annual Reconciliation Report	has the meaning set out in Schedule 32 (Reporting Requirements)

Annual Report	the suite of reports listed in Schedule 32 (Reporting Requirements) to be produced by the Provider following the end of each Contract Year
Annual Reports Date	a date thirty (30) Business Days after the 31 st March of each Contract Year
Annual Service Performance and Improvement Plan	has the meaning given to it in clause 36.3(a) (Annual Service Performance and Improvement Plan), including but not limited to the information set out in paragraph 3 of Schedule 32 (Reporting Requirements)
Annual Service Plan	has the meaning given to it in clause 36.3.(d) (Annual Service Performance and Improvement Plan)
Appeal Contingency	Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e
Approved Purposes	has the meaning given to it in clause 65.1 (Project Data)
Approved RDD Item	an item of Reviewable Design Data which has been returned or deemed to have been returned marked “no comment” or “comment” under the Review Procedure
Arbitrator	has the meaning given to it in clause 63.12 (Reference to Arbitration)
Architectural Enhancements	Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e
As-built Drawings	drawings, technical information, models, operation and maintenance manuals and technical information of a like nature to encompass the method of construction, manufacture, operation and maintenance of each element of each Project Facility where Works are contemplated in Schedule 3 (Provider’s Proposals) in sufficient detail to allow a competent person to understand all material elements of the construction of each relevant Project Facility and to maintain, dismantle, reassemble, adjust and operate all plant, equipment, fixtures, structures and

	construction elements thereof
Asset Register	the register of assets to be maintained by the Provider pursuant to clause 23.7 (Asset Register)
Assets	<p>all assets and rights to enable the Authority or a successor contractor to own, operate and maintain the Project in accordance with this Contract as set out in the Asset Register including:</p> <ul style="list-style-type: none"> (a) any land or buildings; (b) any Equipment; (c) any books and records (including operating and maintenance manuals, health and safety manuals and other know how); (d) any spare parts, tools and other assets (together with any warranties in respect of assets being transferred); (e) any revenues and any other contractual rights; and (f) any Intellectual Property Rights, <p>but excluding any assets and rights in respect of which the Authority is full legal and beneficial owner</p>
Assisted Collection	has the meaning set out in paragraph [7.8.6] of Schedule 2 (Specification)
Authorised Vehicles	those vehicles notified to the Provider pursuant to paragraph 7.2 of Schedule 40 (Waste Reception Protocol)
Authority Break Point Date	a date falling after the Authority's right under clause 10.12 (Termination as a result of Planning Failure) has arisen and being the date specified in clause 38B.2(b) (Authority Break Point)
Authority Change	a change to the Works and/or to the Services by the Authority which the Provider is obliged to implement under clause 55.1

	(Authority Changes)
Authority Default	<p>one of the following events:</p> <p>(a) an expropriation, sequestration or requisition of a material part of the Assets and/or shares of the Provider or Holdco by the Authority or other Relevant Authority;</p> <p>(b) a failure by the Authority to make payment of an amount of money exceeding the value of one month's Unadjusted Unitary Charge (from time to time) (indexed) that is due and payable by the Authority under this Contract within thirty (30) days of service of a formal written demand by the Provider, where the amount fell due and payable two (2) (or more) months prior to the date of service of the written demand;</p> <p>(c) a breach by the Authority of its obligations under this Contract which substantially frustrates or renders it impossible for the Provider to perform its obligations under this Contract for a continuous period of two (2) months; or</p> <p>(d) a breach by the Authority of clause 66.1 (Restrictions on Transfer of the Contract by the Authority) occurs</p>
Authority Leases	the leases under which the Authority leases the Authority Sites to the Provider as set out in Part 2 of Schedule 14 (Property)
Authority Notice of Change	has the meaning given to it in clause 55 (Change in Works and/or Services)
Authority Policies	the policies set out in Schedule 17 (Authority Policies)
Authority Property	has the meaning given to it in clause 58.1 (Provider's Indemnity)
Authority Related Party	an officer, agent or employee of the Authority acting in the course of his office or employment but excluding the Provider and

	any Provider Related Parties
Authority Sites	the Sites owned or leased by the Authority from which the Provider will carry out the Services
Authority Warranted Data	the data and other information set out in Part 2 of Schedule 12 (Warranted Data)
Authority's Conditions Precedent	the conditions precedent set out in Part 1 of Schedule 22 (Conditions Precedent)
Authority's Representative	the representative appointed by the Authority pursuant to clause 13.4 (Authority's Representative)
Authority's Requirements	the minimum requirements of the Authority in respect of the Project set out in Schedule 2 (Specification)
Available	<p>(a) in respect of the Contract Waste Collection Service has the meaning of the provision of the Services in accordance with paragraph 7 of Schedule 2 (Specification) with no Missed Collections;</p> <p>(b) in respect of HRCs meets the HRC Availability Criteria;</p> <p>(c) in respect of Delivery Points meets the Delivery Point Availability Criteria: and</p> <p>(d) in respect of Waste Treatment Facilities or the WTF Delivery Point, meets the WTF Availability Criteria</p> <p>and “Unavailable”, “Availability” and “Unavailability” shall be construed accordingly</p>
Barnsley Lane HRC	the existing HRC which is located at Barnsley Lane, Bridgnorth, WV15 5HG
Base Case Level of Contract Waste	the Tonnage of Contract Waste expected to be Handled by the Provider in accordance with the Base Case Model as set out in Table 8 of Appendix 2 to Schedule 7a (Payment Mechanism)

Base Case Level of Landfill	the Tonnage of Contract Waste forecast to be Landfilled by the Provider in each Contract Year in accordance with the Base Case Model as set out in Table 4 of Appendix 2 of Schedule 7a (Payment Mechanism)
Base Case Level of Recycling and Composting	the Tonnage of Contract Waste forecast to be Recycled and/or Composted by the Provider in each Contract Year in accordance with the Base Case Model, as set out in Table 1 of Appendix 2 of Schedule 7a (Payment Mechanism)
Base Case Level of SABC Compostable Waste	the Tonnage of Compostable Waste expected to be delivered to the Provider by SABC up to the SABC Collection Date in accordance with the Base Case Model as set out in Table 6 of Appendix 2 to Schedule 7a (Payment Mechanism) and used in paragraph 8.3 of Schedule 7a (Payment Mechanism)
Base Case Level of SABC Recyclable Materials	the Tonnage of Recyclable Materials expected to be delivered to the Provider by SABC up to the SABC Collection Date in accordance with the Base Case Model as set out in Table 6 of Appendix 2 of Schedule 7a (Payment Mechanism) and used in paragraph 8.3 of Schedule 7a (Payment Mechanism)
Base Case Level of SABC Residual Waste	the Tonnage of Residual Waste expected to be delivered to the Provider by SABC up to the SABC Collection Date in accordance with the Base Case Model as set out in Table 6 of Appendix 2
Base Case Level of Treatment	the Tonnage of Contract Waste forecast to be Recovered by the Provider in each Contract Year in accordance with the Base Case Model, as set out in Table 2 of Appendix 2 of Schedule 7a (Payment Mechanism)
Base Case Model	the suite of financial models agreed between the Parties prior to the date of this Contract included as Schedule 5 (Base Case Model) [(as updated from time to time in accordance with the terms of this Contract)] for the purpose of calculating the Unitary Charge
Base Case Number of Households	the number of Households from which Contract Waste is Collected in each Contract Year in accordance with the Base Case

	Model as set out in Table 1 of Appendix 2 of Schedule 7a (Payment Mechanism)
Base Unitary Charge	the Unitary Charge derived from the Base Case Model at the Commencement Date
Baseline Interim Services Plan	has the meaning set out in paragraph [1.2] of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Baseline Run-Out Services Plan	has the meaning set out in paragraph [2.4] of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Basic Design Proposals	in relation to the Project Facilities where Works are contemplated in Schedule 3 (Provider's Proposals), the basic design proposals showing facility layouts, elevations and specifications, as set out in Schedule 3 (Provider's Proposals)
Battlefield HRC	the HRC located at Vanguard Way, Battlefield Enterprise Park, Shrewsbury, SY1 3TG
Battlefield IWMF	the IWMF located at Vanguard Way, Battlefield Enterprise Park, Shrewsbury, SY1 3TG
Battlefield Site	the site located at Vanguard Way, Battlefield Enterprise Park, Shrewsbury, SY1 3TG as more described in the relevant Lease set out in Part 2 of Schedule 14 (Property)
Beneficially Used	used at Landfill Sites for the purposes of restoration, construction of haul roads, and use as an engineering material (excluding Contract Waste or material derived as Contract Waste used as daily or interim cover) where such material is exempt from Landfill Tax or is listed in column 2 of the schedule to the Landfill Tax (Qualifying Material) Order 1996 and which does or will satisfy any conditions listed in column 3 of that schedule and the term " Beneficial Use " shall be construed accordingly
Best Value Change in Law	a Change in Law which comprises: (a) an order made by the Secretary of State in the exercise of powers conferred upon

	<p>him by Section 4 of the 1999 Act the substance of which amounts to a change in performance standard or a change in the definition of or details of a performance indicator (as opposed to a change in the description of a performance indicator);</p> <p>(b) a direction made by the Audit Commission in the exercise of powers conferred upon it by Sections 44 and 46 of the Audit Commission Act 1998 which in substance is similar to an order referred to in (a) above; or</p> <p>(c) guidance issued by the Secretary of State or Audit Commission or other competent authority in respect of (a) or (b) above</p>
Best Value Duty	the duty imposed on the Authority by Section 3 of the 1999 Act in relation to, inter alia, any one or more of the Services
Best Value Inspector	an officer, agent or employee of the Audit Commission or other Relevant Authority empowered to inspect the Authority's compliance with Part 1 of the 1999 Act
Best Value Method Statement	has the meaning set out in paragraph 3.9.1 of Schedule 2 (Specification)
Best Value Performance Indicators (BVPIs)	a best value performance indicator published by the Department for Communities and Local Government as amended from time to time
Best Value Performance Plans	the best value performance plans which are required to be published by the Authority by 31 March each year in accordance with Section 6 of the 1999 Act
Best Value Review	the review which is required to be conducted by the Authority in accordance with Section 5 of the 1999 Act
Best Value Review Date	the 1 st April 2010 and each fifth (5 th) anniversary thereof during the Contract Period or such other date or dates for a Best Value Review as the Authority may specify in a Best Value Performance Plan

Best Value Review Plan	has the meaning given to it in clause 36.4(f) (Best Value Reviews)
Best Value Service Change Notice	has the meaning given to it in clause 36.3I (Annual Service Performance and Improvement Plan)
Biodegradable Municipal Waste (BMW)	has the meaning given to it at Section 21 of the WET Act
BMW Diversion Performance	the Tonnage of BMW that the Provider Diverts from Landfill in the relevant Contract Year as calculated in accordance with paragraph 7.3 of Schedule 7a (Payment Mechanism)
BMW Diversion Target	the Contract Target for diverting BMW from Landfill as defined in paragraph 1.6.9 of Schedule 2 (Specification)
BMW Recycling and Composting Rate	the required minimum BMW content of the Recyclable Materials and Compostable Waste Collected by the Provider and/or arising at HRC Sites, as set out in Table 10 of Appendix 2 of Schedule 7a (Payment Mechanism)
Bridgnorth HRC	the HRC Site to be developed and operated by the Provider within the administrative boundary of Bridgnorth District Council in accordance with paragraph 8.3.4 of Schedule 2 (Specification) and Schedule 18 (Bridgnorth IWMF Protocol)
Bridgnorth IWMF	the IWMF to be developed and operated by the Provider within the administrative boundary of Bridgnorth District Council in accordance with paragraph 8.3.5 of Schedule 2 (Specification) and Schedule 18 (Bridgnorth IWMF Protocol)
Bring Site	a collection system in which the public take segregated Recyclable Materials and deposit them for Recycling in Receptacles provided by the Provider at locations identified in Schedule 3 (Provider's Proposals)
British Standards	codes of best practice produced by BSI British Standards

Building	any building or other permanent erection at any of the Sites
Building Contract	the building contract to be entered into by the Provider and the Building Contractor in respect of the Works in relation to the WTF
Building Contract Dispute	has the meaning given to it in clause 63.17 (Similar Disputes)
Building Contractor	the special purpose company to be incorporated by Constructions Industrielles de la Mediterranee S.A, and Clugston Construction Limited (Company number 00681537) to carry out the Works in relation to the WTF or such other building contractor as the Provider may, subject to clause 8 (Project Documents), appoint to carry out such Works
Building Manual	<p>the manual for the Works containing:</p> <p>Part 1</p> <p>a copy of the health and safety file pursuant to the CDM Regulations (excluding those aspects of the same as fall within Part 2)</p> <p>Part 2</p> <ul style="list-style-type: none"> (a) As-built Drawings; (b) copies of all guarantees, warranties and maintenance agreements relating to the Works; (c) copies of all test certificates relating to the Works; (d) copies of all manufacturers' technical literature relating to the Works; and (e) copies of all operating and maintenance manuals relating to the Works
Building Sub-Contractor	any sub-contractor appointed by the Building Contractor to undertake part of the Works
Bulk Transfer Value	the value of the retirement and death benefits under the Scheme prospectively and

	contingently payable to or in respect of the Eligible Employees calculated by the Scheme Actuary (or Sub-Contractor's Scheme Actuary if appropriate) in accordance with such reasonable methods and assumptions (including for the avoidance of doubt, a reasonable assumption as to future increases in final pensionable earnings) as are determined by the trustees of the Scheme from time to time, acting on the advice of the Scheme Actuary
Bulk Transfer Value Payment Date	the date which is twenty (20) Business Days after the date on which the Bulk Transfer Value is agreed or determined in accordance with clauses 28.17 and 28.24
Bulky Household Waste	has the meaning set out in paragraphs 1 and 2 of Schedule 2 of the Controlled Waste Regulations 1992
Bulky Household Waste Collection Payment	payment in respect of Services undertaken in a Payment Period pursuant to paragraph 13.7 of Schedule 2 (Specification) as calculated in paragraph 4.5 of Schedule 7a (Payment Mechanism)
Business Day	a Day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London
Business Hour	each hour between 7am and 7pm on a Business Day
Capital Cost Contingency	Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e
Capital Expenditure	any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time
Capped Value	has the meaning set out in Schedule 45 (IVC Protocol)
CDM Regulations	Construction (Design and Management) Regulations 2007
Certificate of Technical Competence	the relevant certificate of technical competence required to manage operations at

(CoTC)	a Waste Management Facility awarded by the Waste Management Industry Training and Advisory Board, and as prescribed by Schedule 1a of the Waste Management Licensing Regulations 1994 as amended
Certification Requirements	the requirements which must be satisfied for a contract to be a certified contract for the purposes of the Local Government (Contracts) Act 1997
Cessation Date	any date on which the Provider ceases to be an Admission Body, other than as a result of the termination or expiry of this Contract or because it ceases to employ any Eligible Employees
Challenge Period	<p>the expiry of the later of :</p> <p>(a) the period prescribed by law during which a third party may institute a challenge which could result in the quashing or modification of the relevant decision of the Planning Authority; and</p> <p>(b) where such a challenge is initiated within the period in (i) the period up to and including the final determination or withdrawal of that challenge plus one (1) week</p>
Change in Costs	<p>in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether positive or negative) upon the actual or anticipated costs, losses or liabilities of the Provider and/or any Key Subcontractors (without double counting), including, as relevant, the following :</p> <p>(a) the reasonable costs of complying with the requirements of clauses 17 (Extensions of Time), 56 (Authority Step-In) and/or 68 (Financial Adjustments), including the reasonable costs of preparation of design and estimates;</p> <p>(b) the costs of continued employment of, or making redundant, staff who are no</p>

	<p>longer required;</p> <ul style="list-style-type: none"> (c) the costs of employing additional staff; (d) reasonable professional fees; (e) the costs to the Provider of financing any Relevant Event (and the consequences thereof) including commitment fees and capital costs interest and hedging costs, lost interest on any of the Provider's own capital employed and any finance required pending receipt of a lump sum payment or adjustments to the Unitary Charge; (f) the effects of costs on implementation of any insurance reinstatement in accordance with this Contract; (g) operating costs, or life cycle maintenance or replacement costs; (h) the costs required to ensure continued compliance with the Financing Agreements; (i) any deductible or increase in the level of deductible, or any increase in premium under or in respect of any insurance policy; and (j) liability to third parties and Sub-Contractors, including reasonable and proper legal expenses on an indemnity basis
<p>Change in Law</p>	<p>the coming into effect after the date of this Contract of:</p> <ul style="list-style-type: none"> (a) Legislation, other than any Legislation which on the date of this Contract has been published: <ul style="list-style-type: none"> (i) in a draft Bill as part of a Government Departmental Consultation Paper; (ii) in a Bill; (iii) in a draft statutory instrument;

	<p>or</p> <p>(iv) published as a proposal in the Official Journal of the European Communities;</p> <p>(b) any Guidance; or</p> <p>(c) any applicable judgment of a relevant court of law which changes a binding precedent</p>
Change of Ownership	any material change in the direct or indirect legal or beneficial ownership of the Provider to include any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of the Provider (including the control over the exercise of voting rights conferred on that equity share capital or the control over the right to appoint or remove directors) or any arrangements that have or may have or which result in such an effect
CIPFA	the Chartered Institute for Public Finance and Accountancy
Clinical Waste	has the meaning given to it in the Controlled Waste Regulations 1992 (SI 1992/588)
Clinical Waste Collection Payment	any payment in respect of Services undertaken in a Payment Period pursuant to paragraph 13.4 of Schedule 2 (Specification) as calculated in paragraph 4 of Schedule 7a (Payment Mechanism)
Clinical Waste Disposal Payment	any payment in respect of Services undertaken in a Payment Period pursuant to clause 13.5 of Schedule 2 (Specification) as calculated in paragraph 4 of Schedule 7a (Payment Mechanism)
Clinical Waste Disposal Rate	the rate per Tonne for disposal of Clinical Waste as set out in Table 4 of Appendix 1 of Schedule 7a (Payment Mechanism) and as used in calculating the Clinical Waste Disposal Payment
Code	the Office of the Deputy Prime Minister's Circular on Best Value and Performance Improvement dated 13 March 2003 (ODPM

	Circular 03/2003) including the Code of Practice on Workforce Matters in Local Authority Service at Annex D
Code of Practice for Litter and Refuse	the guidance issued by the Secretary of State under section 89(7) of the Environmental Protection Act 1990 “the Code of Practice”
Code Obligations	the obligations of a “service provider” (as defined in the Code) in respect of the treatment of new joiners to an outsourced workforce which derive from the Code
Collateral Warranty	a collateral warranty to be executed as a deed between the Authority and the Building Contractor substantially in the form set out in Schedule 8 (Collateral Warranty)
Collection	the collection of Waste pursuant to the obligations of a Waste Collection Authority set out in sections 45(1) and 45(2) of the EPA and the terms “Collect” and “Collected” shall be construed accordingly
Collection Lower Band Threshold	the threshold of Households in any Contract Year below which the Authority shall be obliged to submit an Authority Notice of Change on the Provider as set out in Table 1 of Appendix 2 to Schedule 7a (Payment Mechanism)
Collection Contract Area	(a) up to the SABC Collection Date, the Contract Area excluding the administrative area of Shrewsbury and Atcham Borough Council (as at the Commencement Date); and (b) after the SABC Collection Date, the Contract Area
Collection and Recycling Services (or “CRS”)	the Services required to satisfy the relevant provisions of paragraphs 1, 2, 3, 4, 5 and 6 of Schedule 2 (Specification), as contemplated by Schedule 3 (Provider’s Proposals) and all the provisions of paragraphs 7, 8, 9, 10, 12 and 13 of Schedule 2 (Specification)
Collection and Recycling Services Charge	the charge for implementing the CRS as set out in Table 1 of Appendix 1 of Schedule 7a (Payment Mechanism)

Collection and Recycling Services Commencement Date	following the Collection and Recycling Services Termination Date, the date on which the Collection and Recycling Services Provider commences the provision of the Collection and Recycling Services
Collection and Recycling Services Provider	the Authority or any other person engaged by the Authority from time to time after the Collection and Recycling Services Termination Date to provide the Collection and Recycling Services
Collection and Recycling Services Persistent Breach	a breach for which a final Collection and Recycling Services warning notice under clause 39A.2 (Final Collection and Recycling Services Notice) has been issued which has continued beyond thirty (30) Days or has recurred three (3) or more times within six (6) months after the date on which such final Collection and Recycling Services warning notice is served on the Provider
Collection and Recycling Services Provider Default	<p>any one or more of the following:</p> <ul style="list-style-type: none"> (a) a breach by the Provider of its obligations under this Contract in respect of the Collection and Recycling Services which materially and adversely affects the performance of the Collection and Recycling Services; (b) a Collection and Recycling Services Persistent Breach occurs; (c) after the Waste Treatment Services Termination Date, a court makes an order that the Provider or Holdco and/or the Guarantor be wound up or a resolution for a voluntary winding-up of the Provider or Holdco and/or the Guarantor is passed; (d) after the Waste Treatment Services Termination Date, any receiver or manager in respect of the Provider or Holdco and/or the Guarantor is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge;

	<p>(e) after the Waste Treatment Services Termination Date, any voluntary arrangement is made against the Provider or Holdco and/or the Guarantor for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 1985 in respect of the Provider or Holdco;</p> <p>(f) after the Waste Treatment Services Termination Date, an administration order is made against the Provider or Holdco and/or the Guarantor or an administrator is appointed in respect of the Provider or Holdco;</p> <p>(g) the Provider Abandons the Collection and Recycling Services at any time; and</p> <p>(h) an Unavailability Default in respect of the Collection and Recycling Services pursuant to paragraph 7.1 of Schedule 7b (Performance and Unavailability Framework) has occurred.</p> <p>(i) a Performance Default in respect of Collection and Recycling Services pursuant to paragraph 7.3 of Schedule 7b (Performance and Unavailability Framework) has occurred.</p> <p>(j) a breach by the Provider of its obligations to take out and maintain Required Insurances;</p> <p>(k) a Contract Target Default in respect of the Collection and Recycling Services pursuant to paragraph 7.5 of Schedule 7b (Performance and Unavailability Framework) has occurred</p>
<p>Collection and Recycling Services Termination Date</p>	<p>the date upon which the Collection and Recycling Services are terminated in isolation from the remaining Project Operations pursuant to clause 38A.2(e), (Collection and Recycling Services Rectification)</p>

Collection Services	the Services defined in paragraph 7 of Schedule 2 (Specification)
Collection Volume Adjustment	an addition to or deduction from the Unadjusted Unitary Charge in relation to the number of households from which Contract Waste is Collected made as part of the Annual Reconciliation as calculated in accordance with paragraph 7.9 of Schedule 7a (Payment Mechanism)
Collection Lower Zero Band	the number of Households below the Base Case Number of Households for which no Volume Adjustment will apply as set out in Table 1 of Appendix 2 to Schedule 7a (Payment Mechanism)
Collection Upper Zero Band	the number of Households above the Base Case Number of Households for which no Volume Adjustment will apply as set out in Table 1 of Appendix 2 to Schedule 7a (Payment Mechanism)
Commencement Date	the date of this Contract
Commercial and Industrial Waste Collection Payment	any payment in respect of Services undertaken in a Payment Period pursuant to paragraph 13.11 of Schedule 2 (Specification) relating to “ Commercial Waste ” and “ Industrial Waste ” as calculated in paragraph 4 of Schedule 7a (Payment Mechanism)
Commercial Clinical Waste	Commercial Waste that is Clinical Waste
Commercially Sensitive Information	the sub set of Confidential Information listed in column 1 of Part 1 and column 1 of Part 2 of Schedule 24 (Commercially Sensitive Information) in each case for the period specified in column 2 of Parts 1 and 2 of Schedule 24 (Commercially Sensitive Information)
Commercial Waste	as defined in Section 75 of the EPA
Commissioning Waste	Contract Waste which is Treated at the WTF prior to the Operations Commencement Date for the WTF
Communal Collection	has the meaning set out in paragraph 7.8.8 of

	Schedule 2 (Specification)
Community Sector Engagement Plan	the Provider's proposals for developing and implementing Community Sector integration initiatives and the Services pursuant to paragraph 6 of Schedule 2 (Specification) included in the SDP
Compensation Date	either: (a) if clause 45.2 (Retendering Procedure) applies, the earlier of: (i) the date that the New Contract is entered into; and (ii) the date on which the Authority pays the Adjusted Highest Compliant Tender Price to the Provider; or (b) if clause 45.3 (No Retendering Procedure) applies, the date on which the Adjusted Estimated Fair Value of this Contract has been agreed or determined
Compensation Event	any of the following: (a) a breach by the Authority of any of its obligations under this Contract; (b) a breach by the Authority or any of the Districts of any of their respective obligations under the Leases; and (c) a breach by the Authority of its obligations under clause 37.1 (Ownership of Waste)
Completion Certificate	a certificate issued by the Independent Certifier in respect of the WTF or the Provider in respect of all other Project Facilities where Works are contemplated by the Provider's Proposals, confirming agreement with the issue of a Notice of Works Completion
Compliant Tender	any tender submitted by a Compliant Tenderer that meets the qualification criteria notified under clause 45.2 (Retendering

	Procedure)
Compliant Tenderer	a tenderer who is a Suitable Substitute Provider
Compost	a stable, sanitised material, high in humic substances produced by Composting that satisfies the Government's definition as set out in Best Value Performance Indicator (BVPI) 82b and for the avoidance of doubt the term " Compost " shall relate only to material derived from Contract Waste
Compostable Waste	Green Waste and/or Mixed Compostable Waste
Composting	the controlled biological decomposition and stabilisation of organic Waste that results in the production of Compost and " Composted " shall be construed accordingly
Composting Facilities	A Waste Management Facility at which Composting is undertaken
Conditions Precedent	the Authority's Conditions Precedent and the Provider's Conditions Precedent
Confidential Information	(a) information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988; and (b) Commercially Sensitive Information
Contaminants	materials contained within Contract Waste delivered to Delivery Points by the Districts which does not meet the relevant Waste Reception Criteria defined in paragraph 4 of Schedule 40 (Waste Reception Protocol) other than Prohibited Materials
Contamination	any of the following at, in or under any Site: natural or artificial substance (whether in

	solid or liquid form or in the form of a gas, vapour or ionising radiation and whether alone or in combination or in reaction with any other substance (including without limitation genetically modified organisms)) including but not limited to any controlled, special, hazardous, toxic or dangerous waste or biological or radioactive material capable of causing harm or a significant risk of harm to humans or any other living organism supported by the Environment or damage to the Environment or public health or welfare
Contingency Delivery Point	an alternative Delivery Point for Contract Waste in the event of the Unavailability of any Delivery Point as defined in Schedule 3 (Provider's Proposals)
Contingency Delivery Point overrun Charge	the payment made as part of the Annual Reconciliation Payment as calculated in accordance with paragraph 17 of Schedule 7a (Payment Mechanism)
Contingency Plan	a plan which sets out the Providers protocols and contingencies for dealing with events of Unavailability of Waste Management Facilities, third party processors and markets as set out in the SDP
Contract	this Contract (including its Schedules)
Contract Area	the area within the administrative boundary of the Authority (as at the Commencement Date)
Contract Cumulative Energy Generation Revenue	the forecast cumulative revenue from the Commencement Date to 31 st March in the relevant Contract Year derived from sale of energy defined in the Base Case Model, as set out in Table 7 of Appendix 1 of Schedule 7a (Payment Mechanism)
Contract Cumulative Recyclable Material and Compost Revenue	the forecast cumulative revenue derived from sale of Recyclable Materials and Compost defined in the Base Case Model, as set out in Table 7 of Appendix 1 of Schedule 7a (Payment Mechanism)
Contract Diversion Target	the Provider's target for Diversion of Contract Waste from Landfill (in Tonnes) in each Contract Year as calculated in

	accordance with paragraph 1.6.8 of Schedule 2 (Specification)
Contract Landfill Gate Fee	the rate applicable for the disposal of Contract Waste to Landfill (excluding haulage and Landfill Tax) as calculated in accordance with paragraph 11.7 of Schedule 7a (Payment Mechanism)
Contract Level of Treatment	as determined in accordance with paragraph 1.6.7.1 of Schedule 2 (Specification)
Contract Month	any calendar month provided that: <ul style="list-style-type: none"> (a) the first Contract Month shall commence on the Commencement Date and end on the last day of the calendar month in which the Commencement Date occurs; and (b) the last Contract Month shall begin on the first day of the calendar month in which expiry or early termination of this Contract occurs and shall end on the date of expiry or early termination
Contract Period	the period from and including the Commencement Date to the Expiry Date, or if earlier, the Termination Date as such period may be extended in accordance with the provisions of this Contract
Contract Performance Metrics	means the bands, Tonnages, Contract Targets and thresholds set at in Appendix 2 to Schedule 7a (Payment Mechanism) and used to calculate the Unitary Charge
Contract Rates	are the rates (subject to Indexation) used to calculate payment under the Contract in Schedule 7a (Payment Mechanism) and Schedule 7b (Performance and Unavailability Framework) as set out in Appendix 1 of Schedule 7a (Payment Mechanism)
Contract Recycling and Composting Target	the sum of the SWP Recycling and Composting target and the SABC Recycling and Composting Target in each Contract Year

Contract Target Default	an event of default as set out in paragraphs 7.5 and/or 7.6 of Schedule 7b (Performance and Unavailability Framework)
Contract Targets	means each of the Contract Recycling and Composting Target, the Contract Diversion Target and the BMW Diversion Target
Contract Waste	<p>the following types of Waste arising in the Contract Area:</p> <ul style="list-style-type: none"> (a) Waste for which the Districts have a duty to Collect; (b) all Waste delivered to the HRCs in compliance with the relevant Permit; (c) Street Cleansing Waste and all other Waste from the cleansing of all public highways, public areas, footpaths, footways, and other Relevant Land and the emptying of litter bins and dog bins as collected by or on behalf of the Districts under sections 89(1)(a) and 89(2) of the EPA; (d) all Waste collected from clearing incidents of dumped rubbish and fly-tipping by or on behalf of the Districts, to include the waste contents of Abandoned Vehicles; (e) Household Clinical Waste; <p>but for the avoidance of doubt does not include:</p> <ul style="list-style-type: none"> (i) Abandoned Vehicles; or (ii) Food Waste collected by third parties pursuant to clause 37.2(c)(i); or (iii) Green Waste Collected by SABC up until the earlier of 31st March 2010 and the SABC Collection Date; (iv) Waste arising at the Barnsley Lane HRC up to 14th February

	<p>2009;</p> <p>(v) with the exception of Waste Collected by the SABC, Waste Collected by Parties outside the control of the Authority</p>
Contract Waste Collection Schedule, or CWCS	a schedule defining the Provider's proposals for Collection of Household Waste pursuant to paragraph 7.8.14 of Schedule 2 (Specification)
Contract Waste Thresholds	the Upper Contract Waste Threshold and the Lower Contract Waste Threshold
Contract Year	<p>a period of twelve (12) calendar months commencing on 1 April and each subsequent period of 12 calendar months, provided that:</p> <p>(a) the first Contract Year shall be the period commencing on the Commencement Date and ending on the immediately following 31 March; and</p> <p>(b) the final Contract Year shall be the period commencing on 1 April immediately preceding the last day of the Contract Period and ending on that day</p>
Controlled Processing	has the meaning set out in paragraph 3.2.5 of Schedule 40 (Waste Reception Protocol)
Controlled Waste	has the meaning given to it at Section 75(4) of EPA
Corporate Responsibility Report	a report to be included with the Annual Services Report pursuant to clause 19.12(f) giving comprehensive overview of all issues relating to the Provider's management of Environmental, social, ethical and community issues relevant to the delivery of the Services
Council Tax	shall have the meaning set out in section 1(1) of the Local Government Finance Act 1992
CPA	comprehensive performance assessment undertaken by the Audit Commission to assess the performance of local authorities

	pursuant to the 1999 Act
CRS Charge Rebasing Adjustment	as calculated in accordance with paragraph 2.14 of Schedule 7a (Payment Mechanism)
CRS Index	the Indexation applied to the CRS Charge as calculated in accordance with paragraph 18.6 of Schedule 7a (Payment Mechanism)
CRS Project Facilities	those Project Facilities used in the provision of the Collection and Recycling Services
CRSP Treated Waste	has the meaning given to it in paragraph 10 of Part 3 of Schedule 41 (Consequences of Partial Termination)
CRSP Treated Waste Schedule	has the meaning given to it in paragraph 12 of Part 3 of Schedule 41 (Consequences of Partial Termination)
Cumulative Capital Expenditure	the aggregate of: <ul style="list-style-type: none"> (a) all Capital Expenditure which has been incurred as a result of each General Change in Law that has come into effect after the third (3rd) anniversary of the date of this Contract; and (b) the amount of Capital Expenditure that is agreed, or determined to be required, as a result of a General Change in Law under clause 54 (Change in Law)
Cumulative Energy Generation Revenue	the actual cumulative income in pounds from the Planned WTF Commencement Date to 31 st March in the relevant Contract Year derived from the sale of energy generated by the Provider
Cumulative Recyclable Materials and Compost Revenue	the actual cumulative revenue from the Commencement Date to 31 st March in the relevant Contract Year derived from the sale of Recyclable Materials and Compost
Curtilage Collection	has the meaning set out in paragraph 7.8.5 of Schedule 2 (Specification)
Customer	a resident of the Collection Contract Area or the Contract Area utilising or benefiting

	from the Services as relevant to the Service being provided to the resident by the Provider
Customer Care Procedure	has the meaning set out in paragraph 3.10 of Schedule 2 (Specification)
Customer Satisfaction Survey	has the meaning given in clause 36.2 (Customer Satisfaction Survey)
Customer Satisfaction Survey Date	the date which is three (3) months prior to each Best Value Review Date
Customer Service Centre	the facility provided and operated by the Authority for the purposes of receiving Enquiries from Customers
Cut-Off Date	the date which is five (5) days after the Commencement Date 30 th September 2006
Days	each period of twenty-four (24) hours from midnight to midnight
Deductions	any deduction from or reduction to the Unitary Charge made pursuant to Schedule 7a (Payment Mechanism) and Schedule 7b (Performance and Unavailability Framework) resulting from the Provider's failure to deliver the Service in accordance with the requirements of Schedule 2 (Specification)
Deemed New Contract	<p>subject to Schedule 41 (Consequences of Partial Termination), an agreement on the same terms and conditions as this Contract as at the Termination Date, but with the following amendments:</p> <p>(a) if this Contract is terminated prior to the Operations Commencement Date for a Project Facility, then the Planned Operations Commencement Date for that Project Facility shall be extended by such period to allow a New Provider to achieve Operations Commencement;</p> <p>(b) any accrued Performance Failure Points, Unavailability Events, failures to achieve Contract Targets and/or warning notices in respect of</p>

	<p>the Services provided before the Termination Date shall, for the purposes of termination only, and without prejudice to the rights of the Authority to make Deductions, be cancelled; and</p> <p>(c) the term of such agreement shall be for a period equal to the term from the Termination Date to the Expiry Date</p>
Deemed Refusal	any failure to determine a Planning Application by the Planning Authority within the statutory period which would entitle the Provider to appeal against the deemed refusal of that Planning Application or any other period which the Provider and the Planning Authority may agree shall constitute the period for determination of the Planning Application for the purposes of any appeal by the Provider
Defects	has the meaning given to it in clause 19.7(a) (Defects)
Defined Audit Trail	the accounting audit or other documentary evidence (whether paper based or in readable electronic form) required by this Contract, Legislation, Good Industry Practice or such information as the Authority may reasonably require from time to time
DEFRA	Department for the Environment, Farming and Rural Affairs or a successor government department responsible for waste management
Delivery Point	a Project Facility provided for the delivery of Contract Waste from the Districts pursuant to paragraphs 9.2.1(i) and/or 9.2.1(ii) of Schedule 2 (Specification)
Delivery Point Availability Criteria	<p>that the Delivery Point:</p> <p>(a) is able to receive Contract Waste from Districts in compliance with all Necessary Consents; and</p> <p>(b) does not present any unreasonable hazard or threat to the health and safety</p>

	<p>of any person, having regard to the nature of the Delivery Point</p> <p>during the Opening Hours defined in paragraph 9.3.1 of Schedule 2 (Specification)</p>
Design Data	all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the design, construction, testing or operation of the Project Facilities
Designed Collection Facility	a site which has been designed under the regulations implementing the WEEE Directive as one receiving WEEE
Development Plan	has the meaning set out in Section 38 of the Planning and Compulsory Purchase Act 2004
Disclosed Data	all information relating to the Project disclosed to the Provider, Holdco and/or its Shareholders and advisers
Disclosed Historic Contamination	any Contamination at the date immediately preceding the Services Commencement Date the presence of which is referred to in Schedule 38 to the Project Agreement
Discriminatory Change in Law	<p>a Change in Law, the terms of which apply expressly to:</p> <ul style="list-style-type: none"> (a) the Project and not to similar projects procured under the PFI; (b) the Provider and not to other persons; and/or (c) PFI Contractors and not to other persons
Dispute Resolution Procedure	the procedure for the resolution of disputes set out in clause 63 (Dispute Resolution)
Disputed Amount	has the meaning given to it in clause 33.5(b) (Disputed Amounts)
District Leases	the leases under which the Districts lease the District Sites to the Provider as set out in Part 2 of Schedule 14 (Property)

Districts	each of Bridgnorth District Council, North Shropshire District Council, Oswestry Borough Council, SABC and South Shropshire District Council
District Sites	the Sites owned or leased by the Districts from which the Provider will carry out the Services
Diversion	the sum of Re-use, Recycling, Composting, Recovery and Beneficial Use of Contract Waste and Divert and Diverted shall be construed accordingly
DPA	the Data Protection Act 1998 as amended
Draft Revised Project Plan	a draft revised project plan proposed pursuant to clause 10.10 (Revised Project Plan)
Educational Facility	the Project Facility provided by the Provider to support the Provider's Waste Minimisation and Education Plan, as required by paragraph 5.4 of Schedule 2 (Specification)
Effective Date	the later of 1 October 2007 and the date on which all of the Conditions Precedent have either been satisfied or waived by the Party entitled to them
Eligible Employees	<p>(a) the Relevant Employees who are active members of the Local Government Pension Scheme on a Relevant Transfer Date;</p> <p>(b) any Relevant Employee who, on the Relevant Transfer Date was eligible to join the Local Government Pension Scheme, but had not done so and who within three (3) months of the Relevant Transfer Date informs the Provider in writing that he wishes to join the Local Government Pension Scheme; or</p> <p>(c) any other individuals nominated by the Contractor or Sub-contractor (as appropriate) for so long as they are employed in connection with the provision of the Services or part of</p>

	such Services
Emergency	an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination as set out in section 19 of the Civil Contingencies Act 2004
Emergency Services	the Services undertaken by the Provider pursuant to clause 25 (Emergencies) or paragraphs 3.14 9.3.3 and/or 9.3.4 of Schedule 2 (Specification)
Emergency Services Margin	the margin on costs properly incurred by the Provider in undertaking Emergency Services as set out in Table 4 of Appendix 1 and as used in calculating the Emergency Services Payment
Emergency Services Payment	any payment for Services undertaken pursuant to clause 25.2 or paragraph 3.14.5 of Schedule 2 (Specification) in the Payment Period as calculated in paragraph 4 of Schedule 7a (Payment Mechanism)
Employee	any employee, worker or agent of, or other person from time to time engaged or employed by the Provider or any Sub-Contractor in connection with the provision of the Services
Employee Transfer Value	the value of the retirement and death benefits under the LGPS prospectively and contingently payable to and in respect of each of the Eligible Employees calculated in accordance with the Actuary's Letter
Energy Recovery Facility or ERF	the WTF to be developed by the Provider in order to provide the Waste Treatment Services, as set out in Schedule 3 (Provider's Proposals)
Enhancements	any enhancement to the design and/or specification of the WTF relative to those aspects of the Basic Design Proposals covered by the rates and prices set out in Schedule 10 (Architectural Enhancements) which is:

	<p>(a) indicated to the Provider by the Planning Authority;</p> <p>(i) prior to the submission or any resubmission of the Planning Application;</p> <p>(ii) between submission and determination of the Planning Application; or</p> <p>(iii) during any Proceedings</p> <p>as being likely to be required in order for a Satisfactory Planning Permission to be granted or granted without such enhancements being included as a condition or Planning Obligation related to the Planning Permission; or</p> <p>(b) required or imposed by any Planning Permission (or associated Planning Obligation)</p>
Enquiry	service requests, comments, compliments, complaints, general enquiries or requests for information
Environment	has the meaning given in s1(2) of the EPA and its regulations and includes spoil, land, waste and water in drains and sewers) air and any living organism supported by those media and “ Environmental ” shall be construed accordingly
Environment Agency or EA	the Environment Agency of England and Wales or any successor from time to time
Environmental Information Regulations	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations
Environmental Management System	a framework for managing environmental impacts so they become more efficient and more integrated into overall business operations
EPA	the Environmental Protection Act 1990

Equipment	all equipment, Receptacles, building, utilities, materials, vehicles, facilities consumables, and fixed and mobile plant necessary for the proper and efficient performance of the Services to be undertaken in accordance with Schedule 2 (Specification)
Estimated Change in Project Costs	in relation to clause 17.5 (Delays due to a Compensation Event), clause 55 (Change in Works and/or Service) and clause 54 (Change in Law), the aggregate of any estimated increased construction costs, operating costs and financing costs less the aggregate of any estimated reduced construction costs, operating costs and financing costs
Estimated Fair Value of this Agreement	the amount determined in accordance with clause 45.3 (No Retendering Procedure) that a third party would pay to the Authority as the market value of the Deemed New Contract
Excess Capital Costs	any additional Capital Expenditure of an Architectural Enhancement accepted by the Authority pursuant to clause 10A.2(d)(i) (Architectural Enhancements) above the Capital Cost Contingency
Excess Costs	has the meaning given to it in clause 10.4 (Excess Costs)
Excess Revenue Share	the mechanism for calculating the sharing of the Provider's revenues from the sale of energy generated by the Provider, Recyclable Materials and Compost, and other revenue not identified in the Base Case Model with the Authority as part of the Annual Reconciliation as set out in paragraph 14 of Schedule 7a (Payment Mechanism)
Excess Waste	the Tonnage of Contract Waste Handled by the Provider over and above the Upper Contract Waste Threshold
Excusing Cause	means: (a) a breach by the Authority of an express provision of this Contract or a breach by

	<p>the Authority or any District of any Lease (unless and to the extent caused or contributed to by the Provider or a Provider Party);</p> <p>(b) a Qualifying Variation, but only to the extent that relief is given under clause 55 (Change in Works and/or Services) or clause 54 (Change in Law), including any event that under the terms of this Contract is deemed to be a Qualifying Change in Law;</p> <p>(c) a Compensation Event, including all events under the Contract which are deemed to be Compensation Events;</p> <p>(d) an Emergency;</p> <p>(e) in relation to Missed Collections, weather conditions set out in paragraph Schedule 2 (Specification) 7.10.2 of the Specification, subject to the Provider meeting the conditions set out at paragraph 7.10.2 (i) and (ii);</p> <p>(f) in relation to Missed Collections, industrial action set out in paragraph 7.10.5 of Schedule 2 (Specification), subject to the Provider meeting the conditions set out at paragraph 7.10.5 (i), (ii) and (iii); and</p> <p>(g) up to 15th February 2009, the Provider not carrying out its obligations to deliver Residual Waste to a Landfill Site as directed by the Authority pursuant to paragraph 12.2.1(ii) of Schedule 2 (Specification) and the Provider being unable to implement its Contingency Plan</p>
Existing Facilities	<p>the following Project Facilities:</p> <p>(a) the North Shropshire IWMF</p> <p>(b) the South Shropshire IWMF</p> <p>(c) the Battlefield IWMF</p> <p>(d) the Ludlow HRC</p>
Expiry Date	the 27 th anniversary of the Effective Date as

	may be amended or extended in accordance with the provisions of this Contract
Expiry Plan	the plan setting out the arrangements for expiry of the Contract as required by paragraph 3.3.1 of Schedule 2 (Specification)
Fair Value	the amount at which an asset or liability could be exchanged in an arm's length transaction between informed and willing parties, other than in a forced or liquidation sale
Fees Regulations	the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004)
Financial Adjustments	any adjustment made to the Unitary Charge pursuant to clause 68 (Financial Adjustments) and where appropriate in accordance with Schedule 37 (Unitary Charge Adjustment Protocol)
First Upper Band Recycling and Composting Value Adjustment Rate	VRC _{RUI} as set out in Table 2 of Appendix 1 to Schedule 7a (Payment Mechanism)
Fly-Tipped Material	waste deposited on land (being within the administrative boundary of South Shropshire) pursuant to Section 33(1)(a) of the EPA of mass up to and including 500kg excluding excess domestic refuse and bulky Household Waste that may be left out by a Customer for Collection
Fly-Tipped Waste	waste deposited on land (being within the Collection Contract Area) pursuant to Section 33(1)(a) of the EPA of mass in excess of 500kg excluding excess domestic refuse and bulky Household Waste that may be left out by a Customer for Collection by the Provider and the term "Fly-Tipping" shall be construed accordingly
Fly Tipping Collection Payment	payment in respect of Services pursuant to clause 13.3 of Schedule 2 (Specification) as calculated in paragraph 4 of Schedule 7a (Payment Mechanism)
Fly Tipping Margin	as set out in percentage terms in Table 4 of Appendix 1 and as used in calculating the

	Fly Tipping Collection Payment
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined in Section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Act
Food Waste	Contract Waste containing cooked or uncooked food derived from domestic kitchens or catering premises
Force Majeure Event	<p>the occurrence after the date of this Contract of:</p> <p>(a) war, civil war, armed conflict or terrorism; or</p> <p>(b) nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of the actions or breach of the Provider or its sub-contractors of a tier; or</p> <p>(c) pressure waves caused by devices travelling at supersonic speeds,</p> <p>which directly causes either party (the “Affected Party”) to be unable to comply with all or a material part of its obligations under this Contract</p>
Foreseeable Waste Management Change in Law	any Legislation or Guidance coming into effect after the date of this Contract and listed at Schedule 21 (Qualifying Waste Management Changes in Law)
Fourth Upper Band Recycling and Composting Volume Adjustment Rate	VRC _{RU4} as set out in Table 2 of Appendix 1 to Schedule 7a (Payment Mechanism)
Functional Tests	has the meaning set out in paragraph 1.2.1 of Schedule 6 (Tests on Completion)
Fund	the Shropshire County Pension Fund or any other LGPS fund of which a Relevant

	Employee is a member
Fund Actuary	the actuary appointed by the administering authority, as defined in the Admission Agreement
GAD	the Government Actuary's Department
General Change in Law	a Change in Law which is not a Discriminatory Change in Law or a Specific Change in Law or a Best Value Change in Law
Generated Intellectual Property Rights	any and all Intellectual Property Rights created during the Contract Period and which are in whole or substantially connected with the Project and including without limitation any Intellectual Property Rights arising in the Project Data
GHG Methodology	a methodology to be developed for the measurement of Greenhouse Gas Emissions in accordance with Good Industry Practice related to the Services pursuant to paragraph 3.6.1 of Schedule 2 (Specification)
Good Industry Practice	that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced person engaged in the same type of undertaking as that of the Provider or Operating Contractor or Building Contractor or any sub-contractor under the same or similar circumstances
Greenhouse Gas Emissions	has the meaning set out in the Greenhouse Gas Emissions Trading Scheme Regulations 2005
Green Waste	leaf fall, garden trimmings, garden prunings, garden cuttings and other similar biodegradable Waste excluding Food Waste collected by the Provider, arising at HRCs.
Grounds of Objections	has the meaning set out in paragraph 3 of Schedule 9 (Review Procedure)
Guarantee Criteria	has the meaning given to it in clause 4.2(d) (Guarantee)

Guarantor	Veolia Environmental Services (UK) plc (company number 00215767)
Guidance	any applicable guidance or directions with which the Provider is bound to comply
Handback Criteria	all test procedures and required standards of test to be carried out by the Provider for assessment by the Authority as necessary to determine handback conditions of Project Facilities and Assets (excluding mobile plant and vehicles) as set out in paragraph 3.21 Schedule 2 (Specification)
Handle	without limitation to and to the extent applicable to the particular Waste Management Facility, Site and type of Contract Waste) Collect, receive, weigh, sort, tip, transfer, compact, Treat, process, transport, Re-use, Compost, Recycle, Recover Landfill, and/or Beneficially Used or otherwise dispose of, and “ Handling ” and “ Handled ” shall be construed accordingly
Hazardous Commercial Waste	Waste that is Hazardous Waste and Commercial Waste
Hazardous Household Waste	Waste that is Hazardous Waste and Household Waste
Hazardous Materials	any hazardous, toxic, radioactive, noxious, corrosive, dangerous, flammable, oxidising or caustic substances, materials, pollutants or effluents, contaminants, oils, solvents, petroleum and petroleum products or other matter, (whether in solid, liquid or gaseous form) which are regulated under Legislation relating to the Environment
Hazardous Waste	has the meaning set out in the Hazardous Waste Regulations 2005
Hazardous Waste Disposal Margin	the margin on costs reasonably incurred by the Provider in disposing of Hazardous Household Waste as set out in percentage terms in Table 4 of Appendix 1 and as used in calculating the Hazardous Waste Disposal Payment
Hazardous Waste Disposal Payment	any payment in respect of Services undertaken in a Payment Period pursuant to

	paragraph 13.6 of Schedule 2 (Specification) as calculated in paragraph 4 of Schedule 7a (Payment Mechanism)
Health and Safety Plan	the Provider's plan to manage its obligations under the Health and Safety Regime as set out in Schedule 3 (Provider's Proposals)
Health and Safety Regime	the Health and Safety at Work Act 1974, the Factories Act 1961 (where applicable), the Freight Containers (Safety Convention) Regulations 1984 and all mandatory requirements and regulations relating to health and safety of any Relevant Authority
Highest Compliant Tender Price	the price offered by the Compliant Tenderer (if any) with the highest tender price and, if no Compliant Tenders are received, zero
Historic Contamination	any Contamination on the Transferred Sites which was in existence prior to the Effective Date and which is not Disclosed Historic Contamination
Holdco	Veolia ES Aurora Limited whose registered office is at Veolia House, 154A Pentonville Road, London N1 9PE and whose company registration number is 3297034
Holding Company	has the meaning given to it in Section 736 of the Companies Act 1985, as amended by Section 144 of the Companies Act 1989
Household	a dwelling liable to or exempt from Council Tax (excluding uninhabited dwellings)
Household Clinical Waste	Waste that is Clinical Waste and Household Waste
Household Recycling Centre or HRC	a Project Facility at which Customers may deposit Household Waste provided to fulfil the statutory duty of the Authority as waste disposal authority under sections 51(1)(b) of the EPA
Household Waste	has the meaning defined in Section 75(5) of the EPA and the Controlled Waste Regulations 1992
HRC Availability Criteria	that the relevant HRC Facility:

	<p>(a) provides suitable and safe access to the area for Customers or other users and provides sufficient storage capacity for all forms of Contract Waste delivered by Customers as contemplated by the Authority's Requirements and/or relevant Service Delivery Plan</p> <p>(b) complies with all relevant Legislation, Good Industry Practice and the relevant Waste Management Licence; and</p> <p>(c) does not present an unreasonable hazard or threat to the health and safety of any person, having regard to the nature of the facility;</p> <p>during the HRC Opening Hours</p>
HRC Opening Hours	The times at which HRC Sites are required to be Available to receive Contract Waste defined in paragraphs 8.4.1 or 8.4.2 of Schedule 2 (Specification)
HRC Services	the services set out in paragraph 8 of Schedule 2 (Specification)
HRC Sites	the Sites at which the Provider delivers the HRC Services
Inactive Waste	subject to the conditions therein, the material listed in column two (2) of the Schedule to the Landfill Tax (Qualifying Material) Order 1996
ICT	information communication technology
Indemnified Party	has the meaning given to it in clause 58.4 (Notification of Claims)
Indemnifying Party	has the meaning given to it in clause 58.4 (Notification of Claims)
Independent Certifier	the person appointed jointly by the Authority and the Provider to act as independent certifier to the Project in accordance with the Independent Certifier's Deed of Appointment
Independent Certifier's Deed of	the deed of appointment to be entered into between the Authority, the Provider and the

Appointment	Independent Certifier substantially in the form set out in Schedule 30 (IC Appointment)
Industrial Waste	“industrial waste” as defined in Section 75 of the EPA
Information	has the meaning given under Section 84 of the Freedom of Information Act 2000.
Instalment Dates	the first Business Day of each calendar month
Interim CRS Charge	the charge for implementing the CRS during on a period of Interim Services as set at in Table 1 of Appendix 1 to Schedule 7a (Payment Mechanism)
Interim Service Landfill	the Tonnage of Contract Waste forecast to be Landfilled above the Base Case Level of Landfill by the Provider in each Contract Year as set out in Table 4 of Appendix 2 to Schedule 7a (Payment Mechanism)
Instalment Dates	the First Business Day of each calendar month.
Insurance Term	any terms and/or conditions required to be included in a policy of insurance by clause 59 (Insurance) and/or Schedule 15 (Required Insurances) but excluding any risk
Insurance Undertaking	has the meaning given in the rules from time to time of the Financial Services Authority
Integrated Waste Management Facility or IWMF	a Project Facility which combines an HRC and a Delivery Point as contemplated by Schedule 3 (Provider’s Proposals)
Intellectual Property Rights	any and all patents, trade marks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto

Interim Services	the Services to be performed pursuant to clause 10.7 of Schedule 34 (Interim Services Plan and Run-Out Services Plan) as specified in the Interim Services Plan
Interim Services Payment	payment to the Provider for implementation of the Interim Services Plan in accordance with the provisions of Schedule 34 (Interim Services Plan and Run-Out Services Plan) and pursuant to paragraphs 1.10 and 1.11 of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Interim Services Period	the period from 1 st March 2013 until the Planned WTF Commencement Date
Interim Services Plan	the plan setting out the Provider's proposal to Handle Contract Waste during the Interim Services Period pursuant to paragraph 1 of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
In-Vessel Composting Facility or IVC	a facility to be developed and operated on the IVC Site by the Provider for the Composting of Mixed Compostable Waste
IVC Site	has the meaning given in Schedule 45 (IVC Development Protocol)
Joint Insurance Account	the joint bank account in the names of the Authority and the Provider, having account number [<i>insert number</i>] and held with [<i>insert name</i>]
Key Performance Indicator or KPI	a key performance indicator as set out in paragraph 4 of Schedule 7b (Performance and Unavailability Framework)
Key Sub-contract	the Building Contract and the MES Off-Take Contract
Key Sub-contractor	the Building Contractor and the Off-Take Contractor
Labour Indexation	The component of indexation factor related to changes in the cost of labour as calculated at paragraph 18.8 of Schedule 7a (Payment Mechanism)

Landfill	<p>(a) for the purposes of BMW Diversion Performance has the meaning given to it in the The Landfill Allowances and Trading Scheme (England) Regulations 2004; and</p> <p>(b) for other purposes has the meaning attributed to it by section 65(1) of the Finance Act 1996</p> <p>and “Landfilled”, “Landfilling”, “Landfill Services” and “Landfill Site” shall be interpreted accordingly</p>
Landfill Allowance	the Authority’s allocation of Landfill allowances for each Contract Year, pursuant to section 4 of the Waste and Emissions Trading Act 2003, as set out in Table 1 of Schedule 2 (Specification)
Landfill Allowance Adjustment	the financial adjustment made to the Annual Reconciliation in respect of the Provider’s BMW Diversion Performance as calculated in accordance with paragraph 7 of Schedule 7a (Payment Mechanism)
Landfill Allowances Trading Scheme or LATS	the landfill allowances trading scheme established pursuant to the WET Act and the Landfill Allowances and Trading Scheme (England) Regulations 2004
Landfill Diversion Bonus	the bonus payment made as part of the Annual Reconciliation and calculated in accordance with paragraph 13 of Schedule 7a (Payment Mechanism)
Landfill Gate Fee A	the price per Tonne for Landfill (up to the Base Case Level of Landfill) under the Contract including the Provider’s margin as set out in Table 3 of Appendix 1 of Schedule 7a (Payment Mechanism)
Landfill Gate Fee B	the price per Tonne for Landfill (in excess of the Base Case Level of Landfill) under the Contract excluding the Provider’s margin as set out in Table 3 of Appendix 1 of Schedule 7a (Payment Mechanism)
Landfill Market Testing Proposal	A proposal provided by the Provider in relation to the market testing of Landfill Services pursuant to paragraph 3.4 of Schedule 34 (Interim Services Plan and Run-

	Out Services Plan)
Landfill Payment	the amount due to the Provider for the Landfilling of Contract Waste in the Payment Period as calculated in accordance with paragraph 3.6 of Schedule 7a (Payment Mechanism)
Landfill Payment Reconciliation	the reconciliation made as part of the Annual Reconciliation as calculated in accordance with paragraph 11 of Schedule 7a (Payment Mechanism)
Landfill Rebasing Adjustment	an annual adjustment to the Landfill Payment to reflect a variance between the Actual Level of Landfill and the Base Case Level of Landfill as determined in accordance with paragraph 3.8 to 3.10 of Schedule 7a (Payment Mechanism)
Landfill Services	those Services relating to the Landfilling of Contract Waste, described in paragraph 12 of Schedule 2 (Specification)
Landfill Tax	has the meaning set out in section 39(1) of the Finance Act 1996
Latent Defects	the Defects listed in clause 19.7a (i), (ii) and (iii)
Leading Counsel	<p>Counsel experienced in town and country planning matters and practising at the town and country planning bar who:</p> <ul style="list-style-type: none"> (i) shall be agreed upon by the Parties or, in default of agreement shall be of 15 years' call and identified by the Chairman of the Planning and Environmental Bar Association or his deputy; and (ii) and accepts instructions to provide an opinion pursuant to clause 10.3 (Proceedings)
Leases	each of the leases to be granted by the Authority or any of the Districts to the Provider in the form as set out in Schedule 14 (Property)

Legislation	(a) any Act of Parliament; (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (c) any exercise of the Royal Prerogative; and/or (d) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972 in each case in the United Kingdom.
LGPS Regulations	the Local Government Pension Scheme Regulations 1997 (SI 1997/1612) (as amended from time to time)
Liaison Officer	Officer appointed by the Provider to co-ordinate and communicate in the event of Emergency Services
Liaison Procedure	the procedure set out in Schedule 11 (Liaison Procedure)
Liquid Market	there are sufficient willing parties (being at least two parties, each of whom is capable of being a Suitable Substitute Provider) in the market for PFI contracts or similar contracts for the provision of services (in each case the same as or similar to the Contract) for the price that is likely to be achieved through a tender to be a reliable indicator of Fair Value
Litter	shall have the meaning set out in the Code of Practice for Litter and Refuse issued by the Secretary of State under section 89(7) of the Environmental Protection Act 1990
Litter Bins	the Receptacles for litter or refuse as set out in Appendix B of Schedule 39 Part A (Street Cleansing Service Specification)
Local Authority	a principal council (as defined in Section 270 Local Government Act 1972) or any body or government in England established as a successor to such principal councils in respect of waste collection and/or disposal functions
Local Government Pension Scheme or	the Local Government Pension Scheme

LGPS	established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as amended from time to time primarily governed by the Local Government Pension Scheme Regulations (SI 1997/1612) as amended
Long Stop Date	the date nine (9) months after the Planned WTF Commencement Date or such later date as may be allowed in accordance with the terms of this Agreement
Long Stop Period	the period of time following a Performance Failure Event set out in Table 2 of Schedule 7b (Performance and Unavailability Framework) following which a Performance Failure Notice is issued pursuant to paragraph 4.10 of Schedule 7b (Performance and Unavailability Framework)
Losses	all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands
Lower Band Collection Volume Adjustment Rate	has the meaning set out in paragraph 9.12 of Schedule 7a (Payment Mechanism)
Lower Band Recycling and Composting Volume Adjustment Rate	has the meaning set out in paragraph 9.14 of Schedule 7a (Payment Mechanism)
Lower Band Treatment Volume Adjustment Rate	has the meaning set out in paragraph 9.13 of Schedule 7a (Payment Mechanism)
Lower Contract Waste Threshold	the minimum Tonnage of Contract Waste to be Handled by the Provider in any Contract Year in accordance with the requirements of this Contract (below which the provisions of clause 55.1 (Authority Change) shall be applied by the Authority) as set out in Table 5 of Appendix 2 to Schedule 7a (Payment Mechanism) [DN: KG to check]
Ludlow HRC	the HRC located at Coder Road, Ludlow, Shropshire, SY8

Maintenance Programme	the Provider's annual programme for the maintenance of the Project Facilities to satisfy the Specification
Market Value Availability Deduction Amount	for any Month or part of a Month, an amount equal to the Unavailability Deductions that were made to the Unitary Charge under Schedule 7a (Payment Mechanism) in the month immediately preceding the Termination Date, less an amount equal to any Unavailability Deductions that were made for a zone which was Unavailable at the Termination Date but which has subsequently become Available whether as a result of the Authority incurring Rectification Costs or otherwise
Maximum Unitary Charge	in respect of a Contract Month the Unitary Charge payable before any Deductions are made under clause 33 (Payment Provisions) and Schedule 7a (Payment Mechanism) but allowing for indexation in accordance with Schedule 7a (Payment Mechanism)
MBEAM Methodology	the mass balance methodology used by the Environment Agency at the Commencement Date for calculating BMW Diversion Performance
Method Statements	the method statements required pursuant to Appendix A to Schedule 2 (Specification) contained in Schedule 3 (Service Delivery Plan)
Milestone Completion	the completion of an element of Works comprising a relevant milestone in relation to the construction of the Oswestry IWMF
Milestone Payment	the payment made as part of the Monthly Unitary Charge as calculated in accordance with paragraph 8 of Schedule 7a (Payment Mechanism)
Minor Works	Works additional to those required by this Contract which may be instructed by the Authority from time to time involving Capital Expenditure of no more than five hundred thousand pounds (£500,000) (indexed)

Minor Works Margin	the margin on costs properly incurred by the Provider in undertaking Minor Works as set out in Table 4 of Appendix 1 and as used in calculating the Minor Works Payment
Minor Works Payment	the payment for Minor Works as calculated in accordance with paragraph 4.5 of Schedule 7a (Payment Mechanism)
Missed Collections	has the meaning given to it in section 7.9 of Schedule 2 (Specification)
Mixed Compostable Waste	Contract Waste separately collected containing a mixture of Green Waste, Food Waste and card
Mobile HRC Services	those Services as set out in paragraph 8.9 of Schedule 2 (Specification)
Mobilisation Period	the period from and including the Commencement Date until the Services Commencement Date
Mobilisation Plan	a plan which sets out the Provider's proposals for implementing a seamless transition from the current services to the new Services as set out in Schedule 3 (Provider's Proposals)
Month	a calendar month and "Monthly" shall be construed accordingly
Monthly Landfill Payment	the payment for the provision of Landfill Services in the relevant Payment Period as calculated in accordance with paragraph 3 of Schedule 7a (Payment Mechanism)
Monthly Maximum Off-Take Tonnage	the Tonnage capacity available for Contract Waste to be Diverted from Landfill through the Off-take Contract in any Contract Month
Monthly Reports	the reports to be completed by the Provider and submitted to the Authority on a monthly basis pursuant to paragraph 2 of Schedule 32 (Reporting Requirements)
Monthly Unadjusted Unitary Charge	has the meaning set out in paragraph 2.2 of Schedule 7a (Payment Mechanism)
Monthly Unitary Charge	has the meaning set out in paragraph 1.5 of

	Schedule 7a (Payment Mechanism)
Monthly Unitary Charge Outstanding Payments	the net payment or Deduction in respect of outstanding Ancillary Service Payments, Pass through Payments and Performance Deductions and Unavailability Deductions relating to the relevant Contract Year made as part of the Annual Recalculation Payment as calculated in accordance with paragraph 12 of Schedule 7a (Payment Mechanism)
Monthly Unitary Charge Report	the report pursuant to clause 33.2 (Report and Invoice)
National Non-Domestic Rates (NNDR)	the tax and/or levy on the occupation of a non-domestic property pursuant to the Local Government Finance Act 1988 as amended from time to time
Necessary Consents	<p>all rights, agreements, approvals, consents, permits, licences, facilities, permissions and certificates including for the avoidance of doubt:</p> <p>(a) all Permits,</p> <p>(b) all Planning Consents,</p> <p>lawfully and necessarily required from any competent regulatory or licensing authority or any other persons whatsoever in connection with the Works or the Services and otherwise for carrying out and completion of the Project in accordance with this Contract as varied from time to time</p>
Net Present Value	the aggregate of the discounted values, calculated as of the estimated date of the Refinancing, of each of the relevant projected Distributions, in each case discounted using the Threshold Equity IRR
New Contract	<p>subject to Schedule 41 (Consequences of Partial Termination) an agreement on the same terms and conditions as this Contract at the Termination Date, but with the following amendments:</p> <p>(a) if this Contract is terminated prior to the Operations Commencement Date for any Project Facility then the</p>

	<p>Planned Operations Commencement Date for that Project Facility shall be extended by a period to allow a New Provider to achieve Operations Commencement at that Project Facility;</p> <p>(b) any accrued Performance Failure Points, Unavailability Events, failures to achieve Contract Targets and/or warning notices shall, for the purposes of termination only, and without prejudice to the rights of the Authority to make Deductions, be cancelled;</p> <p>(c) the term of such agreement shall be equal to the term from the Termination Date until the Expiry Date;</p> <p>(d) any amendments which parties interested in entering into a New Contract propose as required in order for the arrangements to deliver the New Contract to be financed on a project finance basis, any such amendments to be considered at the Authority's discretion; and</p> <p>(e) any other amendments which do not adversely affect the Provider</p>
New Employees	any employee, other than a Relevant Employee, engaged by the Provider and/or any other employer to provide the Works or Services
New Provider	the person who has entered or who will enter into the New Contract with the Authority
New Provider's Scheme	the scheme sponsored by the New Provider and identified to the Provider for the purposes of clause 28.21
New Provider's Scheme Actuary	such actuary as the New Provider shall nominate for the purposes of clause 28.23
Non-Contract Waste	any Waste which is not Contract Waste
Non-Contract Waste Displacement	the payment made as part of the Annual

Payment	Reconciliation Payment as calculated in accordance with paragraph 16 of Schedule 7a (Payment Mechanism)
Non-Contract Waste Treatment Revenue	the total amount of revenue in pounds generated by the Provider in any Contract Year for processing Non-Contract Waste at Project Facilities
North Shropshire HRC	the HRC Site located at Waymills Civic Park, Whitechurch, Shropshire, SY13 1TT
North Shropshire IWMF	the IWF located at Waymills Civic Park, Whitechurch, Shropshire, SY13 1TT
Notice Date	the later of the Termination Date and (if applicable) the date that the Adjusted Estimated Fair Value is agreed between the Parties pursuant to clause 45.3 (No Retendering Procedure)
Notice of Change	a notice served by either the Authority or the Provider in accordance with clause 55 (Change in Works and/or Services)
Notice of Works Completion	a notice issued by the Provider confirming the satisfaction of the relevant Tests on Completion in relation to the Project Facilities
Notice to Lease	a letter notifying the Provider of the Authority's intention to enter into a Lease in relation to the Site of the Bridgnorth IWMF in accordance with paragraph 3.7 of Schedule 18 (Bridgnorth IWMF Protocol)
Off-Take Contract	the contract for the thermal Treatment of Waste between the Provider and MES Environmental Limited
Ombudsman	the applicable Commissioner for Local Administration appointed pursuant to the Local Government Act 1974
Opening Hours	the relevant hours during which the HRCs, Delivery Points and WTF shall be Available as defined in Schedule 2 (Specification)
Operating Contract	any contract to be entered into between the Provider and an Operating Contractor relating to all or substantially all of the

	Services
Operating Contract Dispute	has the meaning given to it in clause 63.17(b) (Similar Disputes)
Operating Contractor	such operating contractor as the Provider may, subject to clause 8 (Project Documents), appoint to carry out the obligations under an Operating Contract
Operating Contractor Direct Agreement	any agreement in the Agreed Form between (1) the Authority (2) an Operating Contractor and (3) the Provider
Operating Manual	has the meaning given to it in clause 32.1 (Maintenance of Manual)
Operating Contract Sub-Contract	an agreement entered into between (1) an Operating Contractor and (2) a Sub-Contractor for the provision of services relating to the Operating Contract.
Operating Sub-Contractor	any sub-contractor appointed by the Operating Contractor to provide the Services during the Service Period
Operational Period	in relation to each Project Facility, the period from and including the Operations Commencement Date for that Project Facility until and including the last day of the Contract Period or such earlier date as may be relevant to a particular Project Facility in accordance with this Contract
Operational Report	the report prepared pursuant to paragraph 2.12 of Schedule 32 (Reporting Requirements) providing operational details relating to the provision of the Services
Operations Commencement	the commencement of the relevant Services at a Project Facility
Operations Commencement Date	the date on which Operations Commencement occurs in relation to any Project Facility such date to be determined in accordance with clause 21.2 (Determination of Operations Commencement Date)
Operator and Pollution Risk Appraisal (OPRA)	the methodology as set out in the Environment Agency published Environmental Protection Operator and

	Pollution Risk Appraisal (EP OPRA) Version 3 dated April 2005, or as amended from time to time
Oswestry HRC	the HRC Site located at Maesbury Road, Maesbury Road Industrial Estate, Oswestry, Shropshire or such other location as contemplated by Schedule 3 (Provider's Proposals)
Oswestry IWMF	the IWMF to be developed and operated by the Provider within the administrative boundary of Oswestry Borough Council as contemplated by Schedule 3 (Provider's Proposals)
Overall Project Plan	the Provider's plan provided in Schedule 3 (Provider's Proposals) setting out the delivery of the Services, including the contents as set out in Appendix A to Schedule 2 (Specification)
Parent Company Guarantee	the parent company guarantee provided to the Authority by the Guarantor substantially in the form as set out in Schedule 20 (Parent Company Guarantee)
Partial Termination	termination of either the Waste Treatment Services or the Collection and Recycling Services in isolation from the remaining Project Operations in accordance with the provisions of this Contract
Parties	the Authority and the Provider
Pass Through Payment	those costs incurred by the Provider to be directly reimbursed by the Authority as determined in accordance with paragraph 5 of Schedule 7a (Payment Mechanism)
Pay	as defined for pensions purposes under the LGPS Regulations
Payment Mechanism	the means of calculating the Unitary Charge as set out in Schedule 7a (Payment Mechanism)
Payment Period	each month during the Contract Period
Performance Deductions	a Deduction from the Unitary Charge resulting from the Provider's failure to

	perform the Works and Services in accordance with the requirements of Schedule 2 (Specification) as calculated in accordance with paragraphs 1.2 and 4.19 of Schedule 7b (Performance and Unavailability Framework)
Performance Default	has the meaning set out in paragraph 7.3 of Schedule 7b (Performance and Unavailability Framework)
Performance Failure	a failure in respect of a KPI as set out in Table 2 of Schedule 7b (Performance and Unavailability Framework)
Performance Failure Notice	has the meaning set out in paragraph 4.10 of Schedule 7b (Performance and Unavailability Framework)
Performance Failure Notice Period	has the meaning set out in paragraph 4.12 of Schedule 7(b) (Performance and Unavailability Framework)
Performance Failure Points	the points allocated as a result of a Performance Failure calculated in accordance with Schedule 7b (Performance and Unavailability Framework)
Performance Monitoring Programme	the programme for monitoring performance set out in Schedule 7b (Performance and Unavailability Framework) included in Schedule 3 (Provider's Proposals)
Performance and Unavailability Monitoring Report	the report submitted by the Provider pursuant to paragraphs 2.1 and 2.9 of Schedule 32 (Reporting Requirements)
Permits	(a) a Waste Management Licence; and/or (b) a permit to be granted pursuant to and as defined in the Pollution Prevention and Control Act 1999 and the Pollution Prevention and Control (England and Wales) Regulations 2000.
Permit Scheme	the scheme operated by the Authority to prevent Non-Contract Waste arising at HRCs pursuant to paragraph 8.8 of Schedule 2 (Specification)

Persistent Breach	a breach for which a final warning notice under clause 39.2 (Final Notice) has been issued, which has continued for more than thirty (30) Days or recurred in three (3) or more Months within the six (6) Month period after the date on which such final warning notice is served on the Provider
Personal Data	personal data as defined in the DPA which is supplied to the Provider by the Authority or obtained by the Provider in the course of performing the Services
PFI	the Government's Private Finance Initiative or any similar or replacement initiative
PFI Contractor	a person that has contracted with the Government, a local authority or other public or statutory body to provide services under the PFI
Physical Damage Policies	has the meaning given to it in clause 60.1(a) (Reinstatement)
Planned Operations Commencement Date	<p>shall be the date on which Operations Commencement is due to occur at a Project Facility as set out below, or such later date as may be allowed in accordance with the terms of this Contract:</p> <ul style="list-style-type: none"> (a) Bridgnorth IWWMF and Depot – 1st October 2010 (b) HRC at Maesbury Road, Oswestry – Services Commencement Date (c) Oswestry IWWMF and Depot – 1st April 2009 (d) IVC – 1st October 2010 (e) WTF – 1st April 2013 (f) Battlefield HRC Extension – 1st April 2013 (g) Battlefield IWWMF – Services Commencement Date (h) Ludlow HRC – Services Commencement Date

	(i) Extension to the South Shropshire IWMF – 1 st April 2010 (j) North Shropshire TWMF – Services Commencement Date
Planned Services Commencement Date	1 st October 2007 on which Services Commencement is planned to occur or such other date as the Parties may agree
Planned Works Commencement Date	in relation to each Project Facility, the date on which Works Commencement is planned to occur shown in the Works Programme or such later date as may be allowed in accordance with the terms of this Contract
Planned WTF Commencement Date	the date thirty seven (37) months following the WTF Effective Date or such other earlier date as may be agreed by the Parties pursuant to clause 10/13(b)
Planned WTF Effective Date	1 st March 2010 or such later date as may be determined in accordance with this Contract
Planning Act	the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004
Planning Application	any planning application for the WTF submitted or to be submitted by or on behalf of the Provider and/or any Sub-Contractor pursuant to clause 10 (Planning) to the appropriate Planning Authority in respect of the Works (or any part) (including any amendment to the application) pursuant to Planning Act
Planning Authority	the relevant authority for the purposes of the Planning Act
Planning Longstop Date	Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e X date or such later date as may be determined in accordance with the provisions of this Contract
Planning Obligations	any agreement or obligation undertaken pursuant to:

	<ul style="list-style-type: none"> (a) section 106 of the Planning Act; (b) section 111 of the Local Government Act 1972; (c) sections 38 72 278 of the Highways Act 1980; (d) section 104 of the Water Industry Act 1991 or any other provision of similar intent, within the meaning of the Water Act 1989, with a Relevant Authority for the supply or water or the drainage of surface or foul water from the Site; or (e) any agreement with a Relevant Authority or utility company relating to the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them
Planning Permission	<p>any planning permission granted pursuant to any Planning Application for the Works being in every case either:</p> <ul style="list-style-type: none"> (a) detailed planning permission; or (b) outline planning permission together with such approvals of reserved matters as are required to enable the Provider to commence the specified Works in every case granted by the Planning Authority, the Secretary of State or an inspector appointed by him for that purpose
Policies	the policies referred to in Schedule 17 (Authority Policies)
Post Termination Service Amount	<p>for the purposes of clause 45.2 (Retendering Procedure), for the whole or any part of a month for the period from the Termination Date to the Compensation Date, an amount equal to the Maximum Unitary Charge which would have been payable in that month under this Contract had this Contract not been terminated, less an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> (a) the Market Value Availability

	<p>Deduction Amount for that month;</p> <p>(b) the Rectification Costs incurred by the Authority in that month; and</p> <p>(c) (where relevant) the amount by which the Post Termination Service Amount for the previous month was less than zero</p>
Prescribed Rate	two (2) per cent above the base rate from time to time of National Westminster Bank plc
Principal Litter Authority	has the meaning given in Section 89(1) of the EPA
Proceedings	<p>any of the following:</p> <p>(a) a calling in or determination by the Secretary of State or any inspector appointed by him of the Planning Application under Section 77 of the Planning Act;</p> <p>(b) an appeal against refusal (including Deemed Refusal) of any Planning Application;</p> <p>(c) an appeal against and/or application (other than a revised Planning Application) seeking to remove or modify any conditions imposed by the Planning Permission;</p> <p>(d) an appeal against refusal including Deemed Refusal of any application seeking to remove or modify any conditions imposed by the Planning Permission; and</p> <p>(e) an application to the court pursuant to Section 288 of the Planning Act</p>
Prohibited Act	<p>(a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward:</p> <p>(i) for doing or not doing (or for having done or not having</p>

	<p>done) any act in relation to the obtaining or performance of this Contract or any other contract with the Authority; or</p> <p>(ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;</p> <p>(b) entering into this Contract or any other contract with the Authority in connection with which commission has been paid or has been agreed to be paid by the Provider or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority; or</p> <p>(c) committing any offence:</p> <p>(i) under the Prevention of Corruption Acts 1889-1916;</p> <p>(ii) under Legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Authority;</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Authority</p>
<p>Prohibited Materials</p>	<p>materials included within Contract Waste delivered to the Delivery Points by the Districts which the Provider is not licenced or able to receive at the relevant Delivery Point as more particularly described in paragraph 2.4.1 of Schedule 40 (Waste Reception Protocol)</p>

Project	has the meaning given in recital (E)
Project Data	<p>(a) all Design Data;</p> <p>(b) all drawings, reports, documents, plans, software, formulae, calculations and other data relating to the carrying out of the Works or the provision of the Services;</p> <p>(c) any other materials, documents or data acquired brought into existence or used in relation to the Works, the Services or this Contract</p>
Project Documents	the agreements entered into by the Provider for the performance of its obligations under this Contract which are listed in Part 1 of Schedule 19 (Project Documents and Ancillary Documents)
Project Facilities	<p>any or all of the following:</p> <p>(a) the WTF;</p> <p>(b) the Battlefield HRC;</p> <p>(c) the Bridgnorth HRC;</p> <p>(d) the Ludlow HRC;</p> <p>(e) the South Shropshire HRC;</p> <p>(f) the HRC at Maesbury Road, Oswestry or the Oswestry IWMF</p> <p>(g) the North Shropshire HRC;</p> <p>(h) all Delivery Points as set out in Schedule 3 (Provider's Proposals); and</p> <p>(i) the IVC</p>
Project IRR	Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e
Project Liaison Group	has the meaning given to it in paragraph 1.1 of Schedule 11 (Liaison Procedure)

Project Operations	the carrying out of the Works, the management and provision of the Services (including the Waste Treatment Services and Collection and Recycling Services) and the performance of all other obligations of the Provider under this Contract from time to time
Protestor Action	any picketing, demonstration, blockade, embargo or other protestor action (other than as a result of industrial action which affects only the employees of the Provider or any Provider Related Party) taking place at the Battlefield Site
Provider Default	<p>any one or more of the following:</p> <ul style="list-style-type: none"> (a) a breach by the Provider of any of its obligations under this Contract (other than in relation to the Collection and Recycling Services) which materially and adversely affects the performance of the Services (other than in relation to the Collection and Recycling Services); (b) a Persistent Breach occurs other than in relation to the Collection and Recycling Services; (c) a court makes an order that the Provider or Holdco and/or the Guarantor be wound up or a resolution for a voluntary winding-up of the Provider or Holdco and/or the Guarantor is made; (d) any receiver or manager in respect of the Provider or Holdco and/or the Guarantor is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; (e) any voluntary arrangement is made against the Provider and/or the Guarantor for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 1985 in

	<p>respect of the Provider or Holdco;</p> <p>(f) an administration order is made against the Provider and/or the Guarantor or an administrator is appointed in respect of the Provider or Holdco;</p> <p>(g) a breach by the Provider of its obligations under clause 8 (Project Documents)</p> <p>(h) a breach by the Provider of its obligations under clause 66 (Assignment and Sub-Contracting) occurs;</p> <p>(i) the Provider Abandons the Project at any time;</p> <p>(j) breach by the Provider of its obligations under clause 67 (Corporate Structures)</p> <p>Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e</p>
Provider Notice of Change	has the meaning given to it in clause 55 (Change in Works and/or Services)
Provider Related Party	<p>(a) an officer, servant or agent of the Provider, or any Affiliate of the Provider and any officer, servant or agent of such a person;</p> <p>(b) any Sub-Contractor or sub-contractor of the Provider of any tier and any of their officers, servants or agents; and</p> <p>(c) any person on or at any of the Waste Management Facilities at the express or implied invitation of the Provider (other than an Authority Related Party)</p>
Provider Termination Notice	has the meaning given to it in clause 38.3(a) (Termination on Authority Default)
Provider Warranted Data	the information relating to the Provider and its Affiliates contained in Part 1 of Schedule

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	12 (Warranted Data)
Provider's Conditions Precedent	the conditions precedent set out in Part 2 of Schedule 22 (Conditions Precedent) which must be satisfied by the Authority or waived by the Provider prior to the Cut-Off Date in accordance with clause 5 (Conditions Precedent)
Provider's Landfill Services Proposal	the proposal for the provision of Landfill Services following market testing pursuant to paragraph 3 of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Provider's Proposals	the Provider's proposals for the delivery of the Works and Services as set out in Schedule 3 (Provider's Proposals), including: <ul style="list-style-type: none"> (a) the Works Delivery Plan (b) the Works Programme (c) the Basic Design Proposals; and (d) the Service Delivery Plan
Provider's Representative	the person to be appointed by the Provider pursuant to clause 13.1 (Provider's Representative)
Provider's Share	the percentage figure corresponding to the amount of Cumulative Capital Expenditure at the relevant time, as shown in the first column of the table set out in Schedule 4 (Change in Law- Provider's Share)
Proximity Principle	the principle set out in the Waste Framework Directive 1975 (amended 1991) that states Waste should be disposed of as near to its place of origin as possible
Public Holidays	the days designated in the Banking and Financial and Dealings Act 1971 and any other days that are so appointed by royal proclamation
Qualifying Change in Law	<ul style="list-style-type: none"> (a) a Discriminatory Change in Law; (b) a Specific Change in Law;

	<p>(c) a General Change in Law, which comes into effect after the third anniversary of the date of this Contract and which involves Capital Expenditure; and/or</p> <p>(d) a Best Value Change in Law, which was not foreseeable at the date of this Contract; and/or</p> <p>(e) a Foreseeable Waste Management Change in Law</p>
Qualifying Variation	<p>either:</p> <p>(a) a change in the Works and/or the Services in respect of which either an Authority Notice of Change or a Provider Notice of Change has been served and, in the case of:</p> <ul style="list-style-type: none"> (i) an Authority Notice of Change, the Authority has confirmed the Estimate and, where the Provider is not funding all or part of the required Capital Expenditure, the Authority has agreed to meet all or the remaining part (as appropriate) of such Capital Expenditure; and (ii) a Provider Notice of Change, the change has been accepted by the Authority; or (iii) a Qualifying Change in Law <p>and in respect of which any documents or amendments to the Project Documents which are required to give effect to such change in the Works and/or Services or Qualifying Change in Law have become unconditional in all respects</p>
Real Terms	<p>non-inflated cash-flows as included in the Base Case Model and Appendix 1 of Schedule 7a (Payment Mechanism)</p>

Receptacles	any bin, box, bag, skip or other container provided by the Provider to deliver the Services pursuant to paragraph 7.7 of Schedule 2 (Specification)
Recipient	has the meaning given to it in clause 33.11(b) (VAT on Payments)
Recovery	the use of Waste to recover heat, power and other energy sources in accordance with the Government's prevailing definition for Energy Recovery as set out in the Best Value Performance Indicator BV82c. " Recovered " and " Recovering " shall be construed accordingly
Rectification	the implementation of measures to remedy Performance Failures pursuant to paragraph 4 of Schedule 7b (Performance and Unavailability Framework). " Rectify " and " Rectified " shall be construed accordingly
Rectification Costs	for the purposes of any Termination Date that occurs during the Service Period an amount equal to the reasonable and proper costs incurred by the Authority in a particular month or part of a month in ensuring that the Services are available
Rectification Period	the relevant period of time following the Resolution Period that the Provider must Rectify a Performance Failure to prevent the allocation of additional Performance Failure Points pursuant to paragraph 4.8 of Schedule 7b (Performance and Unavailability Framework). The relevant Rectification Period for each KPI is provided in Table 2 of Schedule 7b (Performance and Unavailability Framework)
Recyclable Materials	any Waste materials capable of being Recycled including without limitation: <ul style="list-style-type: none"> (a) Paper; (b) Cans and other metal; (c) Glass; (d) Plastics; (e) Wood; (f) Card; (g) Textiles; and/or (h) WEEE

Recycled	Contract Waste that satisfies the definition for “recycling” set out in the Best Value Performance Indicator BV 82a and “ recycling ” and “ recycle ” shall be construed accordingly
Recycling and Composting Lower Zero Band	the lower threshold for Volume Adjustments in respect of Waste Recycled and Composted as set out in Table 3 of Appendix 2 to Schedule 7a (Payment Mechanism)
Recycling and Composting Upper Adjusting Variance	as calculated in accordance with paragraph 9.14 of Schedule 7a (Payment Mechanism) and used in calculating the Recycling and Composting Volume Adjustment
Recycling and Composting Upper Band 1	RC _{UB1} as set out in Table 3 of Appendix 2 to Schedule 7a (Payment Mechanism)
Recycling and Composting Upper Band 2	RC _{UB2} as set out in Table 3 of Appendix 2 to Schedule 7a (Payment Mechanism)
Recycling and Composting Upper Band 3	RC _{UB3} as set out in Table 3 of Appendix 2 to Schedule 7a (Payment Mechanism)
Recycling and Composting Upper Zero Band	the upper threshold for Volume Adjustments in respect of Waste Recycled and Composted as set out in Table 3 of Appendix 2 to Schedule 7a (Payment Mechanism)
Recycling and Composting Volume Adjustment	an adjustment made as part of the Annual Reconciliation as calculated in accordance with paragraph 7.14 of Schedule 7a (Payment Mechanism)
Recycling Credits	the payments made by a Waste Disposal Authority under section 52(1) or (3) of the Environmental Protection Act 1990 calculated in accordance with the Environmental Protection (Waste Recycling Payments) Regulations 2006
Reinstatement Plan	has the meaning given to it in clause 60.11(i)
Reinstatement Works	has the meaning given to it in clause 60.11(i)
Rejected Load	has the definition set out in paragraph 3.2.1 of Schedule 40 (Waste Reception Protocol)

Rejection Report	has the definition set out in paragraph 3.2.1 of Schedule 40 (Waste Reception Protocol)
Relevant Authority	any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union
Relevant Employee	any person who is wholly or mainly employed in the Services
Relevant Event	an Authority Change, Qualifying Change in Law (including a deemed Qualifying Change in Law), Compensation Event or other matter as a result of which there may be an adjustment to the Unitary Charge, in accordance with clause 68 (Financial Adjustments)
Relevant Incident	has the meaning given to it in clause 60.11
Relevant Land	has the meaning given to it at Section 86 of EPA
Relevant Person	a Shareholder and any of its Affiliates
Relevant Proceeds	any amounts standing to the credit of the Joint Insurance Account
Relevant Staff	has the meaning given to it in clause 29 (Employees)
Relevant Transfer	has the meaning given to it in clause 28.1
Relevant Transfer Date	the date on which a Relevant Employee transfers to the Provider or any Sub-contractor
Relief Event	any of the following: (a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event), earthquakes, riot and civil commotion; (b) failure by any statutory undertaker,

	<p>utility company, local authority or other like body to carry out works or provide services;</p> <p>(c) any accidental loss or damage to a Project Facility or any roads servicing any of them;</p> <p>(d) any failure or shortage of power, fuel or transport;</p> <p>(e) any blockade or embargo which does not constitute a Force Majeure Event; and</p> <p>(f) any:</p> <ul style="list-style-type: none"> (i) official or unofficial strike; (ii) lockout; (iii) go-slow; or (iv) other dispute <p>generally affecting the construction, waste management, waste collection or road haulage industries or a significant sector of any of them,</p> <p>(g) the discovery of any human remains, fossils and/or antiquities at the Site of any Project Facility prior to the Operations Commencement Date for that Project Facility; and</p> <p>(h) any Protestor Action at the WTF</p> <p>unless any of the events listed in paragraphs (a) to (i) inclusive arises (directly or indirectly) as a result of any wilful default or wilful act of the Provider or any of its sub-contractors</p>
Repeated Failure	a Performance Failure relating to the same KPI occurring within the relevant Repeated Failure Period, irrespective of whether the original Performance Failure has been either resolved or rectified
Repeated Failure Multiplier	has the meaning and application set out in paragraphs 4.14 to 4.17 of Schedule 7b

	(Performance and Unavailability Framework)
Repeated Failure Period	the time period following a Performance Failure in respect of any KPI, as set out in Table 2 of Schedule 7b (Performance and Unavailability Framework), during which a further Performance Failure in respect of the same KPI constitutes a Repeated Failure
Reporting Frequency	the frequency with which the Provider shall monitor and report performance against each relevant KPI as set out in Table 2 of Schedule 7b (Performance and Unavailability Framework)
Reprocessors	a Waste Management Facility where Recyclable Materials are Recycled
Request for Information	shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “ request ” shall apply
Required Insurances	the insurances specified in Parts 1, 2 and 3 of Schedule 15 (Required Insurances)
Required Standard	has the meaning given to it in clause 42.5 (Results of Survey)
Residual Waste Flow Forecast	a forecast of Contract Waste which has not been Re-used, sent for Recycling, sent for Composting or Beneficially Used pursuant to paragraph 6 of Schedule 41 Part 3 (Interim Services)
Resolution Period	the period of time following a Performance Failure that the Provider may remedy the Performance Failure without Performance Failure Points being allocated pursuant to paragraphs 4.4 to 4.6 of Schedule 7b (Performance and Unavailability Framework)
Restrictions	all matters (whether arising before or after the date of this Contract) affecting the Sites or its use registered or capable of registration as local land charges, and all notices, charges, orders, resolutions, demands, proposals, requirements, regulations, restrictions, agreements, directions or other

	matters affecting the Sites or its use served or made by any local or other competent authority or otherwise arising under any Legislation
Retendering Information	has the meaning given to it in clause 27.5 (Retendering)
Retention Fund Account	has the meaning given to it in clause 42.1 (Retention Fund)
Retirement Benefits Scheme	shall have the meaning it has under Section 611 of the Income and Corporation Taxes Act 1988
Return Date	has the meaning given to it in clause 27.6 (Termination of Agreement)
Returning Employees	has the meaning given to it in clause 27.6 (Termination of Agreement)
Re-Use	to use for its original purpose Contract Waste, which has been Collected by the Provider or accepted by the Provider at an HRC or a Delivery Point, (which for the avoidance of doubt shall not include Contract Waste that is otherwise Diverted) Re-Use of which shall not count towards the Contract Recycling and Composting Target. “ Re-used ” and “ Re-using ” shall be construed accordingly
Review Date	the first Day of each Contract Year
Review Procedure	the procedure set out in Schedule 9 (Review Procedure)
Reviewable Design Data	the plans, drawings, documents and information relating to the Works listed in paragraph 11 of Schedule 9 (Review Procedure)
Reviewable Provider’s Proposals	those elements of the Provider’s Proposals which are subject to review by the Authority, listed in paragraph 9 of Schedule 9 (Review Procedure)
Revised Project	the Project as varied by the Revised Project Plan

Revised Project Costs	the adjustment to the Unitary Charge calculated in accordance with the provisions of clause 55 (Change in Works and/or Services)
Revised Project Dates	has the meaning given in clause 10.13 (Delays and Extensions of Time)
Revised Project Plan	a plan prepared in accordance with clause 10.10 (Revised Project Plan)
Revised Project Plan Costs	the Revised Project Costs in respect of the Revised Project Plan
RIDDOR	the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995
Royalty Payment	an adjustment to the Unitary Charge as part of the Annual Reconciliation to reflect the Tonnage of Non-Contract Waste which is handled by the Provider at Project Facilities as determined in accordance with paragraph 15 of Schedule 7a (Payment Mechanism)
RPIX Indexation	the component of indexation factor related to changes in the retail price index (excluding mortgage interest payments) as calculated at paragraph 18.7 of Schedule 7a (Payment Mechanism)
Rubble	rubble (including soil associated with rubble) deposited at the HRC Sites
Run-Out Services	Handling of Contract Waste in accordance with the Run-Out Services Plan determined in accordance with Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Run-Out Services End Date	the date selected by the Authority in its absolute discretion falling not earlier than six months but no later than 72 months after the date of any termination notice served pursuant to clause 10.12 (Termination as a Result of Planning Failure) upon which the Run Out Services shall cease
Run-Out Services Payment	payment to the Provider for implementation of the Run-Out Services Plan in accordance with the provisions of Schedule 34 (Interim Services Plan and Run-Out Services Plan)

	and pursuant to paragraphs 2.11 to 2.13 of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Run-Out Services Period	the period from the termination notice given pursuant to clause 10.12 (Termination as a Result of Planning Failure) to the Run Out Services End Date
Run-Out Services Plan	the plan setting out the Provider's proposal to Handle Contract Waste during the Run-Out Services Period pursuant to paragraph 2 of Schedule 34 (Interim Services Plan and Run-Out Services Plan)
Rural Litter Bins	Receptacles provided by the provider for the collection of litter in rural areas, pursuant to paragraph 7.12 of Schedule 1 (Specification)
SABC	Shrewsbury and Atcham Borough Council
SABC Collection Date	the date from which Collection Services within the administrative area of SABC are undertaken by the Provider pursuant to Schedule 43 (SABC Collection Services Development Protocol)
SABC Direct Delivered Waste	shall have the meaning given to it in paragraph 9 of Part 3 of Schedule 41 (Consequence of Partial Termination)
SABC Reconciliation	the mechanism for compensating or receiving a credit from the Provider for changes in the Tonnage of Recyclable Material and Compostable Waste delivered by SABC in each Contract Year as calculated in accordance with paragraph 10 of Schedule 7a (Payment Mechanism)
SABC Recycling and Composting Rate	the target percentage for Recycling and Composting by the Provider of Recyclable Material and, Compostable Waste delivered by SABC being ninety-nine per cent (99%)
SABC Recycling and Composting Target	the Tonnage of Recyclable Material and Compostable Material delivered by SABC and accepted by the Provider pursuant to Schedule 40 (Waste Reception Protocol) which the Provider is required by Recycle and/or Compost in each Contract Year as determined in accordance with paragraph

	1.6.5 of Schedule 2 (Specification)
SABC Residual Waste Flow Forecast	a forecast of the estimated Tonnage of SABC Direct Delivered Waste
Satisfactory Planning Permission	Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e
Schedule 2 Waste	types of Household Waste for which a charge for Collection may be made by the Authority, as set out in schedule 2 of the Controlled Waste Regulations 1992, as may be amended from time to time
Schedule 2 Waste Collection Rate	the rate for Collecting Schedule 2 Waste used in calculating the Schedule 2 Waste Collection Payment as set out in Table 4 of Appendix 1 to Schedule 7a (Payment Mechanism)
Schedule 2 Waste Collection Payment	payment in respect of Services undertaken in calculating the “ Schedule 2 Waste ” as calculated in paragraph 4 of Schedule 7a (Payment Mechanism)
Scheme	the [●] and which at the appropriate Relevant Transfer Date is Broadly Comparable
Scheme Actuary	such actuary as the Provider shall nominate
SCRN	the Shropshire Community Recycling Network
Second Upper Band Recycling and Composting Volume Adjustment Rate	VRC_{RU2} as set out in Table 2 of Appendix 1 to Schedule 7a (Payment Mechanism)
Service Media	all pipes, sewers, drains, mains, ducts, conduits, gutters, water courses, wires, cables, meters, switches, channels, flues and all other conducting media appliances and apparatus including any fixtures, covers, cowl and other ancillary apparatus
Service Period	the period specified in clause 3(b)
Service User	a member of the public receiving the Collection and Recycling Services or using any other of the Services being provided by

	the Provider at a Project Facility
Services Commencement	the commencement of the Services
Services Commencement Date	the 1 October 2007 or such later date on which Services Commencement actually occurs
Services Delivery Plan or SDP	the Provider's plans for the method of undertaking and providing the Services to satisfy the Authority's Requirements, as set out in Schedule 3 (Provider's Proposals)
Services	each and every one of the services to be provided by the Provider to the Authority under this Contract as described in Schedule 2 (Specification)
Shareholder	any person from time to time holding share capital in the Provider or Hold Co
Shropshire Joint Municipal Waste Management Strategy	the strategy prepared by the Authority pursuant to its obligation under the Waste and Emissions Trading (WET) Act 2003 for the management of Contract Waste arising in the Contract Area
Shropshire Waste Partnership Joint Committee	the joint committee formed between (1) Bridgnorth District Council, (2) Oswestry Borough Council, (3) North Shropshire District Council, (4) Shropshire County Council, (5) South Shropshire District Council to discharge its collective integrated waste management functions
Site Conditions	the conditions of the Sites including (but not limited to) climatic, hydrological, hydrogeological, ecological, environmental, geotechnical and archaeological conditions
Site Plans	the plans of the Sites set out in the Agreed Form
Sites	the area edged red on the relevant Site Plans including in the Lease for each Site together with the Buildings and the service ducts and media for all utilities and services serving the Buildings (including the Transferred Sites)

Small Works	any change to the Works or Project Facilities requested by the Authority having an individual cost not exceeding £1,000 (indexed), or as otherwise agreed from time to time, except for any request which will (if implemented) increase the likelihood of the Services not complying with the Authority's Requirements or materially and adversely affect the Provider's ability to perform its obligations under this Contract
Small Works Rates	has the meaning given to it in clause 55.3 (Small Works Changes)
Snagging List	the list to be prepared by the Provider containing particulars of minor defects, deficiencies or omissions of a snagging nature which do not prevent the Provider from issuing a Notice of Works Completion
South Shropshire HRC	the HRC Site located at Craven Arms Business Park off Long Lane, Craven Arms, SY7 8DU
South Shropshire IWMF	the IWMF located at Craven Arms Business Park off Long Lane, Craven Arms, SY7 8DU
Special Waste	as defined in Section 75(9) of the EPA and the Special Waste Regulations 1996
Specification	the Authority's requirements contained in Schedule 2 (Specification)
Specific Change in Law	any Change in Law which specifically refers to the provision of works or services which are the same as or similar to the Works or Services or to the holding of shares in companies whose main business is providing works or services which are the same as or similar to the Works or Services including for the avoidance of doubt any Change in Law which specifically refers to emissions from industrial facilities but not including any Foreseeable Waste Management Change in Law
Specific Risk	a risk against which a provider of Waste Management Facilities is required by Legislation to carry insurance cover

Street Cleansing Services	the Services undertaken pursuant to paragraph 13.10 of Schedule 2 (Specification) in accordance with Schedule 39 (Street Cleansing Services)
Street Cleansing Services Payment	any payment for Street Cleansing Services as calculated in Schedule 7a (Payment Mechanism)
Street Cleansing Services Rate	the annual charge in respect of Street Cleansing Services as set out in Table 4 of Appendix 1 to Schedule 7a (Payment Mechanism)
Street Cleansing Waste	Waste collected by the Districts in their capacity as Principal Litter Authority and delivered to the Delivery Points as Contract Waste
Sub-Contractor	each of Building Contractors and the Off Take Contractor or any other person engaged by the Provider from time to time as may be permitted by this Contract to procure the provision of the Works and/or the Services (or any of them)
Sub-Contractor Breakage Costs	<p>Losses that have been or will be reasonably and properly incurred by the Provider as a direct result of the termination of this Contract, but only to the extent that:</p> <p>(a) the Losses are incurred in connection with the Project and in respect of the provision of services or completion of works, including:</p> <ul style="list-style-type: none"> (i) any materials or goods ordered or sub-contracts ordered that cannot be cancelled without such Losses being incurred; (ii) any expenditure incurred in anticipation of the provision of services or the completion of works in the future; (iii) the cost of demobilisation including the cost of any relocation of equipment used in connection with the Project;

	<p>and</p> <p>(iv) redundancy payments; and</p> <p>(b) the Losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms; and</p> <p>(c) the Provider and the relevant Sub-Contractor has each used its reasonable endeavours to mitigate the Losses</p>
Sub-Contractor's Scheme	the scheme sponsored by the Sub-Contractor and nominated in accordance with clause 28.11
Sub-Contractor's Scheme Actuary	such actuary as the Sub-Contractor shall nominate for the purposes of clause 28.16
Sub-Contracts	the contracts entered into between the Provider and the Sub-Contractors
Submission	has the meaning given to it in Schedule 9 (Review Procedure), clause 1.4
SUDS	Sustainable Urban Drainage Systems
Suitable Substitute Provider	<p>a person approved by the Authority (such approval not to be unreasonably withheld or delayed) as:</p> <p>(a) having the legal capacity, power and authority to become a party to and perform the obligations of the Provider under this Contract; and</p> <p>(b) employing persons having the appropriate qualifications, experience and technical competence and having the resources available to it (including committed financial resources and sub-contracts) which are sufficient to enable it to perform the obligations of the Provider under this Contract</p>

Supplier	has the meaning given to it in clause 33.11(b) (VAT on Payments)
SWP Recycling and Composting Rate	the percentage of Contract Waste collected by the Provider or arising at HRCs to be Recycled or Composted in each Contract Year as defined in Table 1 of Schedule 2 (Specification)
SWP Recycling and Composting Target	the target (in Tonnes) for Recycling and Composting of Contract Waste Collected by the Provider or accepted by the Provider at HRCs in each Contract Year as determined in accordance with paragraph 1.6.2 of Schedule 2 (Specification)
Tax	any kind of tax, duty, levy or other charge (other than VAT) whether or not similar to any in force at the date of this Contract and whether imposed by a local, governmental or other Relevant Authority in the United Kingdom or elsewhere
Temporary Contract Waste Collection Schedule	the Contract Waste Collection Schedule to be implemented in the event of disruption to the Contract Waste Collection Service pursuant to paragraph 7.10.2 of Schedule 2 (Specification)
Tender Costs	the reasonable and proper costs of the Authority incurred in carrying out the Tender Process and/or in connection with any calculation of the Estimated Fair Value of this Contract
Tender Process	the process by which the Authority requests tenders from any parties interested in entering into a New Contract, evaluates the responses from those interested parties and enters into a New Contract with a new service provider, in accordance with clause 45.2 (Retendering Procedure)
Tender Process Monitor	a third party appointed by the Provider pursuant to clause 45.2 (Retendering Procedure)
Termination Date	the date of early termination of this Contract in accordance with clauses 19.3B (Failure to Obtain Permits), 38 (Termination of this Contract), 40 (Termination on Force

	Majeure) or 79 (Termination on Corrupt Gifts and Fraud)
Termination Date Discount Rate	<p>a discount rate expressed as:</p> $(1 + R + B - A) \times (1 + i) - 1$ <p>where:</p> <p>R = the Termination Date IRR as set out in the Base Case Model;</p> <p>I = the agreed assumed forecast rate of increase in RPIx;</p> <p>A = the real yield to maturity on a benchmark government Gilt instrument of the same maturity as the average life of the outstanding Corporate Debt as shown in the Base Case Model at the Commencement Date; and</p> <p>B = the real yield to maturity on a benchmark government Gilt instrument of the same maturity as the average life of the outstanding Corporate Debt as on the Termination Date</p>
Termination Date IRR	<p>Information removed on the grounds of Commercial sensitivity – EIR exception 12(5)e</p> <p>the real pre-taxation, pre-interest internal rate of return attributable to the project being x% or such alternative value determined in accordance with the Contract</p>
Termination Sum	any compensation payable by the Authority to the Provider on an early termination of this Contract or, if applicable, the Waste Treatment Services or the Collection and Recycling Services under Part 6 (Termination) (excluding the Adjusted Highest Compliant Tender Price)
Tests on Completion	the tests required to determine completion and subsequent Availability of relevant Project Facilities as set out in Schedule 6 (Tests on Completion)
Third Upper Band Recycling and	VRC _{RU3} as set out in Table 2 of Appendix 1

Composting Value Adjustment Rate	to Schedule 7a (Payment Mechanism)
Tonne	a metric tonne and the term “ Tonnage ” shall be construed accordingly
Transferred Equipment	the moveable plant and equipment and any other items as at the date of the Contract which is transferred to the Provider by the Authority
Transferred Sites	each Site leased to the Provider pursuant to this Contract as shown edged red in the Leases included in Schedule 14 (Property)
Transferring Employee	an employee of the Authority (excluding, to avoid doubt (without limitation), any person engaged by the Authority as an independent contractor or persons employed by any Sub-Contractor engaged by the Authority) whose contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this Contract between the Authority and the Provider, a contract of employment with someone other than the Authority
Transport Plan	the plan included in the SDP setting out the Provider’s proposals for Waste transport pursuant to paragraph 9.7.2 of Schedule 2 (Specifications)
Treatment	the physical, thermal, chemical or biological processes including sorting that change the characteristics of Waste in order to reduce its volume or hazardous nature or biodegradability, facilitate its handling to enhance Recycling and Recovery and “ Treated ” and “ Treating ” shall be construed accordingly
Treatment Upper Zero Band	the Tonnage of Contract Waste Treated by the Provider in accordance with the Provider’s Proposals above which Volume Adjustments apply as set out in Table 2 of Appendix 2 of Schedule 7a (Payment Mechanism)
Treatment Lower Zero Band	the Tonnage of Contract Waste Treated by the Provider in accordance with the Provider’s Proposals below which Volume Adjustments apply as set out in Table 2 of

	Appendix 2 of Schedule 7a (Payment Mechanism)
Treatment Volume Adjustment	an adjustment made as part of the Annual Reconciliation to reflect the difference between the Actual Level of Treatment and the Base Case Level of Treatment as calculated in accordance with paragraph 9 of Schedule 7a (Payment Mechanism)
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006
Unadjusted Unitary Charge	as calculated in accordance with paragraph 2 of Schedule 7a (Payment Mechanism)
Unavailability	the condition of any Service or Project Facility not being Available and the term “ Unavailable ” shall be construed accordingly
Unavailability Deductions	the Deduction applied to the Unitary Charge in any Payment Period in accordance with the provisions of Schedule 7a (Payment Mechanism) as a result of Unavailability, pursuant to paragraph 3.10 of Schedule 7b (Performance and Unavailability Framework)
Unavailability Default	is defined in paragraph 7.1 and 7.2 of Schedule 7b (Performance and Unavailability Framework)
Unavailability Event	each occasion of Unavailability lasting from the time of the Unavailability until the time at which the Unavailable element of the Service becomes Available
Unavailability Framework	the framework for monitoring Unavailability of the Services set out in paragraph 3 of Schedule 7b (Performance and Unavailability Framework)
Underlying Level of Landfill	as calculated in accordance with paragraph 3.8 and 3.9 of Schedule 7a (Payment Mechanism) as used to calculate the Landfill Rebasing Adjustment
Uninsurable	in relation to a risk, either that: (a) insurance is not available to the

	<p>Provider in respect of the Project in the worldwide insurance market with reputable insurers of good standing in respect of that risk; or</p> <p>(b) the insurance premium payable for insuring that risk is at such a level that the risk is not generally being insured against in the worldwide insurance market with reputable insurers of good standing by Providers in the United Kingdom</p>
Unitary Charge	the sum of the Monthly Unitary Charges and the Annual Reconciliation Payment which apply in respect of the relevant Contract Year
Upper Band Collection Volume Adjustment Rate	the rate applying to the Collection Volume Adjustment as set out in Table 2 of Appendix 1 to Schedule 7a (Payment Mechanism)
Upper Band Recycling and Composting Volume Adjustment Rate	the rate applying to the Recycling and Composting Value Adjustment as set out in Table 2 of Appendix 1 to Schedule 7a (Payment Mechanism)
Upper Band Treatment Volume Adjustment Rate	the rate applying to the Treatment Volume Adjustment as set out in Table 2 of Appendix 1 to Schedule 7a (Payment Mechanism)
Upper Contract Waste Threshold	The Tonnage of Contract Waste Handled by the Provider in accordance with the Provider's Proposals above which the provisions of clause 37.3 (Excess Waste) shall apply as set out in Table 3 of Appendix 2 to Schedule 7a (Payment Mechanism)
VAT	any value added taxes
Volume Adjustment	an adjustment made as part of the Annual Reconciliation to reflect any additional costs incurred or savings made by the Provider in the event that the Services vary from those included in the Base Case Model in the circumstances as set out in 9.2 of Schedule 7a and calculated in accordance with paragraph 9 of Schedule 7a (Payment

	Mechanism)
Waste	has the meaning set out in section 75 of the EPA and any regulations made thereunder
Waste Collection Authorities or WCA	the waste collection authorities being: (a) Bridgnorth District Council; (b) North Shropshire District Council; (c) Oswestry Borough Council; and (d) South Shropshire District Council
Waste Data Flow	the web based system for Waste data reporting by Local Authorities to the UK government
Waste Data Report	the Monthly Report to be submitted by the Provider in relation to the Tonnages of Contract Waste Handled by the Provider pursuant to paragraphs 2.3 to 2.13 of Schedule 32 (Reporting Requirements)
Waste Data Report	the report prepared pursuant to paragraph 2.4 of Schedule 32 (Reporting Requirements) providing details relating to the Tonnages of Contract Waste which has been Handled by the Provider
Waste Flow Forecast	a forecast of Contract Waste to be Handled by the Provider provided pursuant to and containing the information referred to in paragraph 3.1 of Schedule 33 (Off-Take Contract Protocol)
Waste Hierarchy	a hierarchy of Waste management options which prioritises the prevention and reduction of waste, then its Re-use, Recycling and Composting, then its Recovery and lastly its disposal to Landfill as set out in Waste Strategy 2007
Waste Management Facilities	Sites or other facility required to deliver the Services as contemplated in Schedule 3 (Provider's Proposals)
Waste Management Licence	all statutory permissions, authorisations, licences and similar forms of instrument required under the Environmental Protection

	Act 1990 and any other Legislation governing the Handling of Waste
Waste Minimisation	the minimisation of the Tonnage of Contract Waste generated in the Contract Area as set out in the Waste Strategy 2007
Waste Minimisation and Education Plan	the Provider's proposals included within the SDP for developing and implementing the Services relating to Waste Minimisation and Customer education pursuant to paragraph 5 of Schedule 2 (Specification)
Waste Electrical and Electronic Equipment (WEEE) (Processing and Disposal)	has the meaning as defined in the Waste Electrical and Electronic Equipment (WEEE) Directive 2002/96/EC and 2003/108/EC
Waste Electrical and Electronic Equipment (WEEE) (Processing and Disposal) Payment	payment for the Recycling or disposal of WEEE where such items are not collected by the WEEE contractor in accordance with the requirements of the Specification as calculated in paragraph 4 of Schedule 7a (Payment Mechanism).
Waste Reception Criteria	the criteria for receiving Contract Waste delivered by the Districts as set out in Tables 1 to 5 of Schedule 40 (Waste Reception Protocol)
Waste Transport Plan	the plan included in the SDP setting out the Provider's proposals for Waste transport pursuant to paragraph 9.7.2 of Schedule 2 (Specification) included in the SDP
WTS Charge	the element of the Unadjusted Unitary Charge relating to the Waste Treatment Services as set out in Table 1 of Appendix 1 to Schedule 7a (Payment Mechanism)
WTS Index	the Index relating to the WTS Charge as calculated in accordance with paragraph 18.5 of Schedule 7a (Payment Mechanism)
Waste Treatment Facility or WTF	the facility to be designed, constructed, financed and operated by the Provider in order to provide the Waste Treatment Services

Waste Treatment Services	the services defined in paragraph 1.3.12 of the Specification
Waste Treatment Services Provider	any other person engaged by the Authority from time to time after the Waste Treatment Services Termination Date to provide the Waste Treatment Services
Waste Treatment Services Termination Date	the date upon which the Waste Treatment Services are terminated in isolation from the remaining Project Operations in accordance with this Contract
WDP	Works Development Plan
WEEE Contractor	the contractor engaged by the Authority to collect WEEE accepted by the Provider
WEEE Margin	the margin on costs properly incurred by the Provider in processing and disposal of WEEE as set out in Table 4 of Appendix 1 to Schedule 7a (Payment Mechanism)
WET Act	the Waste and Emissions Trading Act 2003
Works	all of the works (including design and works necessary for obtaining access to the Sites) to be undertaken in accordance with this Contract to satisfy the Authority's Requirements
Works Acceptance Date	[●]
Works Commencement	the commencement of the Works
Works Completion	in relation to any Project Facility where Works are contemplated in Schedule 3 (Provider's Proposals), satisfaction of the Tests on Completion
Works Development Plan (WDP)	the works development plan contained in Schedule 3 (Provider's Proposals).
Works Period	the period from the Commencement Date to the last Works Acceptance Date
Works Programme	the programme for the carrying out of the Works and Services at Project Facilities as contained in Schedule 3 (Provider's Proposals)

WTF Availability Criteria	<p>that the WTF:</p> <p>(a) is able to receive WTF Waste delivered by SABC and meeting the Waste Reception Criteria in compliance with all Necessary Consents; and</p> <p>(b) is able to receive WTF Waste delivered by the Provider (via direct delivery or transfer as the case may be) in compliance with all Necessary Consents; and</p> <p>(c) does not present any unreasonable hazard or threat to the health and safety of any person having regard to the nature of the Delivery Point</p> <p>during the Opening Hours defined in paragraph 11.3.1 of Schedule 2 (Specification)</p>
WTF Capacity	90,000 Tonnes in any Contract Year (pro-rated if the Contract Year is less than 12 months)
WTF Delivery Point	the WTF or such other site (being licensed for the receipt of Waste) as may be directed by the Authority's Representative
WTF Delivery Schedule	A schedule setting out the planned Tonnages of Residual Waste to be delivered to the WTF Delivery Point
WTF Diverted Waste	any WTF Waste which cannot be delivered to the WTF during periods of WTF Unavailability and which is instead Handled in accordance with the WTF Unavailability Contingency Plan
WTF Effective Date	the Day at which a Satisfactory Planning Permission is in place in respect of the WTF adjusted to the extent that the Provider has not used All Reasonable Endeavours to obtain a Satisfactory Planning Permission
Waste Treatment Services Commencement Date	following the Waste Treatment Services Termination Date, the date on which the WTF Service Provider commences the

	provision of the Waste Treatment Services
Waste Treatment Services Provider	any other person engaged by the Authority from time to time after the Waste Treatment Services Termination Date to provide the Waste Treatment Services
Waste Treatment Services Termination Date	the date upon which the Waste Treatment Services are terminated in isolation from the remaining Project Operations pursuant to clause 10.12(c) (Termination as a result of Planning Failure) or clause 38.4(e) (Rectification)
WTF Unavailability Contingency Plan	the contingency plan for Handling WTF Waste in the event of WTF Unavailability set out in Schedule 3 (Provider's Proposals)
WTF Waste	has the meaning as set out in paragraph 5.1.4 in Schedule 40 9Waste Reception Protocol)



Schedule 2 - Specification

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1. General Requirements

1.1 Introduction

- 1.1.1 This Schedule 2 (Specification) defines the Authority's minimum requirements for the Works and Services.
- 1.1.2 The Provider shall be responsible for the design, build, finance and/or operation as relevant of the Waste Management Facilities in accordance with the requirements of this Contract.
- 1.1.3 The Provider is responsible for selecting the Waste management system which is consistent with the Shropshire Joint Municipal Waste Management Strategy, the relevant Development Plan and which best meets the requirements of this Specification.
- 1.1.4 The Provider shall deliver a flexible and efficient Waste management system capable of responding to usage, technical, regulatory, environmental and economic developments within the Waste management industry during the Contract Period.
- 1.1.5 The Provider shall comply with all Legislation, Necessary Consents and Good Industry Practice.
- 1.1.6 The Provider shall also be required to develop, maintain and deliver the Works and Services in accordance with the Provider's Proposals as required by this Specification.
- 1.1.7 Failure to meet the requirements of this Specification may lead to Deductions.

1.2 Objectives of the Contract

- 1.2.1 The fundamental objective of the Contract is to provide an efficient Waste management system capable of Handling the Contract Waste in an environmentally and economically-sustainable manner.
- 1.2.2 The Contract has the following objectives in relation to the management of Contract Waste:
 - 1.2.2.1 to carry out the relevant statutory duties of the Authority and Waste Collection Authorities under the EPA and subordinate legislation and regulations thereunder;
 - 1.2.2.2 to support the implementation of the Shropshire Joint Municipal Waste Management Strategy;
 - 1.2.2.3 to focus on positive action to protect and improve the environment and prevent pollution, including measures for the efficient use of energy and resources, use of clean technologies and the achievement of sustainable development;
 - 1.2.2.4 to meet and, where possible, exceed the Contract Targets set out in section 1.6 of this Specification;
 - 1.2.2.5 to use and promote the principle of the Waste Hierarchy;
 - 1.2.2.6 to promote Waste prevention, minimisation and Re-use through increased public awareness, education and involvement in the management of Waste;
 - 1.2.2.7 to integrate Waste Minimisation, Recycling, Composting and other Diversion initiatives and systems to increase the proportion of Contract Waste that is Recycled and Composted and to reduce the proportion of Contract Waste going to Landfill, in accordance with the Contract Targets;

- 1.2.2.8 to secure the provision of an integrated, sustainable, flexible and adequate network of Waste Management Facilities, consistent with and sympathetic to the rural environment of the Contract Area, to ensure that Contract Waste is managed in one of the nearest appropriate installations, consistent with the Proximity Principle, by means of the most appropriate methods and technologies;
- 1.2.2.9 pursuant to clause 36.1 (Authority's Best Value Duty), to support the Authority's aim of achieving top quartile status for the Authority and the Waste Collection Authorities for relevant Best Value Performance Indicators ("BVPs");
- 1.2.2.10 to achieve, as far as is practicable, a seamless transition from the current provision of the relevant services, and to the future provision of the Services at Contract termination or expiry;
- 1.2.2.11 to encourage and promote partnering between the Provider and the Authority to facilitate continuous improvement of the Services for Customers through the implementation of the Liaison Procedure defined in Schedule 11;
- 1.2.2.12 to work with the community sector in the best interests of Customers.

1.3 Scope of the Services

- 1.3.1 The Provider shall develop and implement an integrated Waste management system to Handle the Contract Waste, for which the Authority and the Waste Collection Authorities (forming the Shropshire Waste Partnership) have statutory responsibilities, in accordance with the applicable objectives, KPIs and Contract Targets set out in this Specification (the "Services").
- 1.3.2 The Services shall include the following:
- 1.3.3 design and construction services, comprising:
 - design, construction, commissioning and acceptance of new Project Facilities;
 - refurbishment of existing Project Facilities.
 described more fully in paragraph 2 of this Specification,
- 1.3.4 contract management services, comprising:
 - managing the smooth transition of the services from existing contractors at Service Commencement and to new contractors at expiry or early termination
 - obtaining and maintaining relevant quality assurance standards for the Works and Services;
 - obtaining and maintaining relevant environmental management standards for the Works and Services;
 - submitting and maintaining Provider's Proposals comprising a Works Development Plan ("WDP"), a Works Programme ("WP") and a Service Delivery Plan ("SDP") that detail how the requirements of this Specification shall be delivered;
 - monitoring, managing and reducing Greenhouse Gas Emissions related to the Services;
 - submitting and maintaining a Best Value Method Statement;
 - undertaking Customer satisfaction surveys related to the Services;

- developing, operating and maintaining appropriate monitoring and reporting systems for the performance of the Services.
- providing the Authority with all access, information and assistance necessary to monitor the Works and Services.

described more fully in paragraph 3 of this Specification,

1.3.5 health, safety and welfare management services, comprising:

- managing and operating the Services in accordance with health and safety requirements;
- pursuant to Clause 18, undertake the responsibilities as client under the CDM Regulations;
- recording the relevant health, safety and welfare arrangements that will be implemented and maintained;
- producing a quarterly health and safety report detailing accidents and dangerous occurrences reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) and any new or improved procedures, training or other health and safety measures implemented.

described more fully in paragraph 4 of this Specification.

1.3.6 waste minimisation, education and communication services, comprising:

- continuation of the Authority's activities and the introduction of initiatives to promote Waste Minimisation, Re-use and Recycling including home Composting;
- development and maintenance of a rolling 5 year Waste Minimisation and Education Plan;
- implementation of the Waste Minimisation and Education Plan;
- developing and managing the promotion and distribution of home Composting units to the public;
- provision of facilities and staff to manage visits to Project Facilities by schools and other community groups.

described more fully in paragraph 5 of this Specification,

1.3.7 community sector integration services, comprising:

- preparing and maintaining a Community Sector Engagement Plan detailing proposals for achieving broader project objectives and mechanisms for partnerships with community groups; and
- liaising with relevant community groups such as the Shropshire Community Recycling Network (SCRN).

described more fully in paragraph 6 of this Specification,

1.3.8 Collection Services, comprising:

- Collection of Recyclable Materials, Compostable Waste and Residual Waste from the Collection Contract Area from the Services Commencement Date in accordance with the Specification;

- Assisted Collections;
- Bring Bank site management and servicing;

described more fully in paragraph 7 of this Specification,

1.3.9 HRC Services, comprising:

- develop, manage, operate and maintain HRC Sites in accordance with this Specification;
- receive Household Waste directly delivered by Customers in compliance with the Authority's HRC Permit system;
- providing facilities for the segregation of Contract Waste, and segregating Contract Waste, as appropriate;
- transport segregated Waste for Re-use, Recycling, Composting, Treatment, and or disposal as appropriate;
- providing facilities for the segregation of Waste Electrical and Electronic Equipment (WEEE), and liaising with the WEEE Contractor, as specified;
- receive, manage and disposal of Hazardous Household Waste delivered to or arising from HRC Sites; and
- provision of supervised Mobile HRCs

described more fully in paragraph 8 of this Specification,

1.3.10 contract waste reception and transfer services, comprising:

- up to the SABC Collection Date, reception, storage and transfer of Recyclable Materials delivered by SABC in accordance with Schedule 40 (Waste Reception Protocol);
- from 1st April 2010 to the SABC Collection Date, reception, storage and transfer of Compostable Waste delivered by SABC in accordance with Schedule 40 (Waste Reception Protocol);
- up to the SABC Collection Date reception, storage and transfer of Residual Waste, Bulky Waste, WEEE, batteries, Clinical Waste and Household Hazardous Waste delivered by SABC in accordance with Schedule 40 (Waste Reception Protocol);
- reception, storage and transfer of Street Cleansing Waste delivered by Districts in accordance with Schedule 40 (Waste Reception Protocol); from 1st April 2010 to the SABC Collection Date, treatment of Mixed Compostable Waste delivered by SABC;
- Handling, transfer and transport of all Contract Waste collected by the Provider or otherwise.

described more fully in paragraph 9 of this Specification,

1.3.11 re-use, recycling and composting services, comprising:

- the development, commissioning, operation and maintenance of the Project Facilities for the purposes of Re-use, Beneficial Use, Recycling and Composting;

- the operation and maintenance of Project Facilities for the purposes of Recycling and Composting and associated Handling of Waste, management of the facilities, and the supply of labour, plant, Equipment, utilities and other prerequisites;
- Composting of Compostable Waste, and Recycling of Recyclable Materials collected by the Provider, in compliance with the relevant Contract Recycling and Composting Target;
- from the Services Commencement Date, Recycling of Recyclable Materials delivered by SABC, in compliance with the relevant SABC Recycling and Composting Target;
- from 1st April 2010 to the SABC Collection Date, treatment of Compostable Waste delivered by SABC in compliance with the relevant SABC Recycling and Composting Target;
- securing markets for segregated Recyclable Materials, Compost, Rubble and materials which can be Re-Used;
- the transfer and sale of Compost where appropriate, transfer and sale of Recyclable Materials to reprocessors;

described more fully in paragraph 10 of this Specification,

1.3.12 Waste Treatment Services, comprising:

- diversion of Contract Waste from Landfill in accordance with the provisions of Schedule 33 (Off-Take Contract Protocol);
- the development, commissioning, operation and maintenance of the Waste Treatment Facilities;
- treatment of Residual Waste, in compliance with the Contract Diversion Target and the BMW Diversion Target;
- the operation and maintenance of Waste Treatment Facilities comprising reception, weighing, processing, treatment, and recycling of Waste, management of the facilities, and the supply of labour, plant, Equipment, utilities and other prerequisites;
- securing markets for and/or disposal of all residues from Waste Treatment Facilities;
- wherever economically viable, securing markets for any energy generated by Waste Treatment Facilities.

described more fully in paragraph 11 of this Specification and management of the same pursuant to paragraphs 1 to 6 of this Specification,

1.3.13 waste disposal services, comprising:

- Landfilling (or alternative disposal) of all Residual Waste not treated through the Waste Treatment Services;
- disposal of residues from Composting, Recycling and/or Re-use of Contract Waste

described more fully in paragraph 12 of this Specification,

1.3.14 Ancillary Services, comprising the:

- Collection of Fly-Tipped Waste from the Collection Contract Area;

- Collection and disposal of Clinical Waste from the Collection Contract Area;
- disposal of Clinical Waste delivered to the Provider by SABC;
- disposal of Hazardous Waste;
- Collection of Bulky Household Waste;
- Collection of Schedule 2 Waste and Commercial Waste as directed by the Authority's Representative;
- Recycling, Treatment and/or disposal of WEEE in the event that the material is not picked up timeously by the WEEE Contractor;
- provision of Emergency Services as directed by the Authority's Representative;
- operation and management of Street Cleansing Services for the District of South Shropshire, from the Service Commencement Date to 30th September 2012; and
- any Minor Works as directed by the Authority in accordance with clause 55.1 (Authority Changes)

described more fully in paragraph 13 of this Specification.

1.4 Exclusions from the Services

1.4.1 For the avoidance of doubt, the following services are excluded from the Services:

- services pursuant to the obligations of the Districts (other than South Shropshire District Council) as Principal Litter Authority;
- Collection within the administrative boundary of SABC up to the SABC Collection Date;
- Street Cleansing Services within the administrative boundary of South Shropshire Council, from 1st October 2012;
- identification, notification, collection, storage, transfer, Treatment, Recycling and disposal of Abandoned Vehicles; and
- Handling of Non-Contract Waste.

1.5 Key Performance Indicators

1.5.1 This is a performance based Contract; the Authority shall assess the Provider's performance in providing the Services defined in this Specification against Contract Targets set out in paragraph 1.6 and against Key Performance Indicators (KPIs) set out in Schedule 7b (Performance and Unavailability Framework).

1.5.2 Performance against Contract Targets and Key Performance Indicators shall be reported monthly by the Provider, in accordance with the provisions of Schedule 32 (Reporting Requirements).

1.5.3 The Provider's Annual Report shall include a review of KPIs with suggested improvements being incorporated in the Annual Service Performance and Improvement Plan. Changes to KPIs shall be kept to a minimum to ensure continuity of data collection and to establish performance trends. If such proposed changes are not agreed with the Authority, the extant KPIs shall prevail.

- 1.5.4 The Provider shall support the Authority in its aim of achieving top quartile status for the Authority and the Waste Collection Authorities under relevant BVPIs.

1.6 Contract Targets

Recycling and Composting

- 1.6.1 In each Contract Year, the Provider shall, as a minimum, Recycle or Compost the Tonnage of Contract Waste required to meet the Contract Recycling and Composting Target.

- 1.6.2 The SWP Recycling and Composting Target in each Contract Year shall be measured in tonnes and calculated as follows:

C_{RC} = The SWP Recycling and Composting Target, where

$$C_{RC} = C_{RCrat} \times (V_{SWP} - V_{Rub} - V_{Clin} - V_{Haz})$$

C_{RCrat} = The SWP Recycling and Composting Rate, set out in Table 1 below

V_{SWP} = The Tonnage of Contract Waste collected by the Provider from the Collection Contract Area or delivered to HRCs, which for the avoidance of doubt shall exclude Waste delivered to the Barnsley Lane HRC in the period up to and including 14th February 2009.

V_{Rub} = the Tonnage of Rubble segregated by the Provider at HRCs or otherwise in the Contract Year

V_{Clin} = The Tonnage of Clinical Waste diverted from Landfill by the Provider in the Contract Year

V_{Haz} = The Tonnage of Hazardous Waste diverted from Landfill by the Provider in the Contract Year

- 1.6.3 In each Contract Year, the SWP Recycling and Composting Rate shall be greater than the SWP Recycling and Composting Rate in the preceding Contract Year.

- 1.6.4 In each Contract Year up to the SABC Collection Date, the Provider shall, as a minimum, Recycle or Compost 99% of Recyclable Materials and Compostable Waste delivered to the Provider by SABC (the "SABC Recycling and Composting Rate").

- 1.6.5 The SABC Recycling and Composting Target in each Contract Year shall be calculated as follows:

C_{SABC} = The SABC Recycling and Composting Target, where

$$C_{SABC} = C_{SABCrat} \times (V_{SABCcomp} + V_{SABCrec})$$

$C_{SABCrat}$ = The SABC Recycling and Composting Rate

$V_{SABCcomp}$ = The Tonnage of Compostable Waste delivered to the Provider by SABC and meeting relevant Waste Reception Criteria set out in Schedule 40 (Waste Reception Protocol)

$V_{SABCrec}$ = The Tonnage of Recyclable Materials delivered to the Provider by SABC and meeting Waste Reception Criteria set out in Schedule 40 (Waste Reception Protocol)

- 1.6.6 The Contract Recycling and Composting Target in each Contract Year shall be the sum of the SWP Recycling and Composting Target and the SABC Recycling and Composting Target.

Diversion

1.6.7 In addition to the Contract Recycling and Composting Target, in each Contract Year, the Provider shall Divert Contract Waste from Landfill as follows:

1.6.7.1 The Contract Level of Treatment, which shall be:

- up to the Day which is one (1) Month prior to the Planned WTF Commencement Date, the quantity of Contract Waste required to be diverted from Landfill in order to meet the Landfill Allowance listed in Table 1, up to a maximum of 15,000 tonnes of Contract Waste in any Contract Year;
- in the Month prior to the Planned WTF Commencement Date (or such other period as the Parties, acting reasonably, agree) the minimum of:
 - 8,550 Tonnes; and
 - the sum of 100% of all Residual Waste arising within the administrative boundary of SABC and 90% of all Residual Waste arising in the remaining Contract Area.
- from the Planned WTF Commencement Date, the minimum of:
 - 90,000 Tonnes; and
 - the sum of 100% of all Residual Waste arising within the administrative boundary of SABC and 90% of all Residual Waste arising in the remaining Contract Area.

1.6.7.2 The Additional Off-Take Tonnage determined in accordance with Schedule 33 (Off-Take Contract Protocol)

1.6.7.3 Rubble segregated by the Provider at HRCs or otherwise;

1.6.7.4 Clinical Waste and Hazardous Waste disposed of by means other than Landfill.

1.6.8 The Contract Diversion Target (C_D) for each Contract Year shall be calculated as follows:

C_D	=	$C_{RC} + C_{SABC} + C_{VT} + A_{OTT} + V_{Rub} + V_{Clin} + V_{Haz}$
C_{RC}	=	the SWP Recycling and Composting Target for that Contract Year
C_{SABC}	=	the SABC Recycling and Composting Target for that Contract Year
C_{VT}	=	The Contract Level of Treatment determined in accordance with paragraph 1.6.7.1 above
A_{OTT}	=	the Additional Off-Take Tonnage, determined in accordance with paragraph 1.6.7.2 above
V_{Rub}	=	the Tonnage of Rubble segregated by the Provider at HRCs or otherwise in the Contract Year
V_{Clin}	=	The Tonnage of Clinical Waste diverted from Landfill by the Provider in the Contract Year
V_{Haz}	=	The Tonnage of Hazardous Waste diverted from Landfill by the Provider in the Contract Year

BMW Diversion

1.6.9 In each Contract Year, the Provider shall Divert an equivalent amount of BMW from Landfill (the “BMW Diversion Target”), calculated as follows:

$$BMW_C = BMW \text{ Diversion Target as calculated below}$$

$$BMW_C = (C_{RC} \times BMW_{RC}) + [(V_{SABCcomp} + (V_{SABCrec} \times BMW_{SABCrec})) \times 99\%] + [(A_{OTT} + C_{VT}) \times BMW_{Res}] + (V_{Clin} \times BMW_{Clin}) + (V_{Haz} \times BMW_{Haz})$$

where

- C_{RC} = the SWP Recycling and Composting Target for that Contract Year
- BMW_{RC} = The BMW Recycling and Composting Rate, set out in Table 1 below
- $V_{SABCcomp}$ = the Tonnage of Compostable Waste delivered to the Provider by SABC in the Contract Year
- $V_{SABCrec}$ = the Tonnage of Recyclable Materials delivered to the Provider by SABC in the Contract Year
- $BMW_{SABCrec}$ = The actual BMW content (measured as a percentage) of Recyclable Materials delivered to the Provider by SABC in the Contract Year
- A_{OTT} = the Additional Off-Take Tonnage, determined in accordance with paragraph 1.6.7.2 above
- C_{VT} = The Contract Level of Waste Treatment determined in accordance with paragraph 1.6.7.1 above
- BMW_{Res} = BMW content (measured as a percentage) of Residual Waste, calculated in accordance with the MBEAM Methodology as set out in paragraph 1.6.21 below.
- V_{Clin} = The Tonnage of Clinical Waste diverted from Landfill by the Provider in the Contract Year
- BMW_{Clin} = The BMW content (measured as a percentage) of Clinical Waste diverted from Landfill by the Provider in the Contract Year
- V_{Haz} = The Tonnage of Hazardous Waste diverted from Landfill by the Provider in the Contract Year
- BMW_{Haz} = The BMW content (measured as a percentage) of Hazardous Waste diverted from Landfill by the Provider in the Contract Year

Table 1: Contract Targets

Contract Year (1 st April to 31 st March)		SWP Recycling and Composting Rate (C_{RCrat}) (%)	BMW Recycling and Composting Rate (%) (BMW_{RC})	Landfill Allowance (BMW tonnes)
1	2007/8	40.7	76.1	45,250
2	2008/9	46.7	78.8	80,133
3	2009/10	50.6	78.0	67,395
4	2010/11	53.1	76.0	59,893
5	2011/12	53.4	76.2	52,392
6	2012/13	53.5	76.2	44,890

Contract Year (1 st April to 31 st March)		SWP Recycling and Composting Rate (C_{RCrat}) (%)	BMW Recycling and Composting Rate (%) (BMW_{RC})	Landfill Allowance (BMW tonnes)
7	2013/14	53.5	76.2	42,964
8	2014/15	53.5	76.1	41,039
9	2015/16	53.5	76.1	39,113
10	2016/17	53.6	76.1	37,188
11	2017/18	53.6	76.1	35,262
12	2018/19	53.7	76.1	33,337
13	2019/20	53.7	76.1	31,411
14	2020/21	53.7	76.1	31,411
15	2021/22	53.8	76.1	31,411
16	2022/23	53.8	76.1	31,411
17	2023/24	53.8	76.1	31,411
18	2024/25	53.8	76.1	31,411
19	2025/26	53.9	76.1	31,411
20	2026/27	53.9	76.1	31,411
21	2027/28	53.9	76.1	31,411
22	2028/29	53.9	76.0	31,411
23	2029/30	54.0	76.0	31,411
24	2030/31	54.0	76.0	31,411
25	2031/32	54.0	76.0	31,411
26	2032/33	54.0	76.0	31,411
27	2033/34	54.0	76.0	31,411
28	2034/35	60.2	78.6	15,749

1.6.10 Subject to paragraph 1.6.3, in the event of an extension to the Contract Period, the SWP Recycling and Composting Rate and the BMW Recycling and Composting Rate shall be 54.0% and 76.0% respectively in each of the Contract Years comprising the extension period until the final Contract Year in which they shall be 60.2% and 78.6% respectively.

Measurement

1.6.11 The Provider shall be able to demonstrate by means of an audit trail that Contract Waste has been Recycled, Composted, or otherwise Diverted from Landfill.

1.6.12 Contract Waste is to be regarded as Recycled and thus contribute to the Actual Diversion Performance if it satisfies the Government's definition as set out in the Best Value Performance Indicator BV 82a for Recycling at the date of this Contract.

1.6.13 Contract Waste is to be regarded as having been Composted and thus contribute to the Actual Diversion Performance if it satisfies the Government's definition as set out in the Best Value Performance Indicator BV 82b for Composting at the date of this Contract.

1.6.14 The calculation of the Recycling and Composting performance shall be made in accordance with the methodology set out in BV 82a and 82b at the date of this Contract, based on the aggregate of tonnes of Contract Waste which is Recycled and Composted arising from:

- the HRCs and Mobile HRCs in the Contract Area;
 - any kerbside Collection schemes operated in the Collection Contract Area;
 - Recyclable Materials or Compostable Waste delivered by SABC;
 - any Bring Schemes operated in the Collection Contract Area; and
 - WEEE segregated by the Provider.
- 1.6.15 The calculation of the Recycling and Composting performance shall exclude the aggregate of tonnes of Contract Waste which is Recycled and Composted arising from:
- any third party Recycling schemes operated in the Contract Area where the third party is in receipt of Recycling Credits;
 - any Hazardous Waste or Clinical Waste which is Recycled or Composted;
 - any Rubble segregated by the Provider at HRCs or otherwise.
- 1.6.16 For the purposes of this Contract, Contract Waste shall be deemed to have been Diverted and thus count towards the Actual Diversion Performance, only if both of the following conditions are satisfied:
- (a) It is not disposed of by way of Landfill and is, therefore, not subject to Landfill Tax, and
 - (b) It satisfies one or more of the criteria specified below.
 - the definition for Recycling;
 - the definition for Composting;
 - the definition for Recovery;
 - the definition of Beneficial Use.
- 1.6.17 Where Contract Waste is subjected to a process of incineration or other thermal treatment, it shall be regarded as not having been consumed to the extent of any ash, cinder, non-combusted material or other residual substances resulting from or remaining after that process and requiring disposal to Landfill.
- 1.6.18 Any Residual Waste which is Treated and subsequently Landfilled shall be weighed and its weight deducted from the total weight of material deemed to have been Diverted.
- 1.6.19 Weight calculations on which the Provider's performance will be calculated shall be subject to the following conditions.
- (a) No allowance shall be made for any moisture added after delivery.
 - (b) Subject to paragraph (c), no Contract Waste shall be included in the calculation unless it has been weighed and recorded in accordance with this Specification;
 - (c) In the case of Waste which is subjected to a process of incineration or other thermal treatment:
 - no allowance shall be made for any gas or heat emitted or generated;
 - the weight of Contract Waste consumed by incineration or other thermal treatment shall be taken as the weight of Contract Waste subjected to the process of incineration or other thermal treatment less the weight of any ash, cinder, non-combusted material or other residual substances resulting from

or remaining after that process less the weight of any additives introduced to catalyse the process or to control or treat process emissions;

- where any ash, cinder, non-combusted material or other residual substance resulting from or remaining after the incineration of any Waste is subsequently diverted from Landfill, it shall be included in the Diversion from Landfill Performance for that year; but subject to that, no material (which for this purpose includes both Waste and any product of or residue from it) shall count more than once in the calculation of performance against Waste Recycling and Diversion from Landfill Performance Standard.

1.6.20 Contract Waste that has been measured as being Recycled, Composted or Diverted from Landfill shall not be subsequently Landfilled.

1.6.21 The BMW content of Residual Waste shall be calculated (as a percentage of the total tonnage of Residual Waste) in accordance with the Annex (Environment Agency Guidance on the Mass Balance) to the "Guidance on the Landfill Allowance Schemes: Municipal Waste", published by DEFRA (revised June 2006), as may be amended from time to time. The calculation shall consider all Waste which could be considered as Contract Waste arising in the Contract Area, whether managed by the Provider or not, including but not limited to:

- (a) Waste delivered to the Barnsley Lane HRC Site in Bridgnorth in the period up to and including 14th February 2009;
- (b) any Waste collected by SABC in its capacity as WCA which is not delivered to the Provider;
- (c) any Waste segregated by any third party Recycling schemes operated in the Contract Area.

1.7 Sites for the Services

1.7.1 The Provider shall provide the HRC Services at the Sites described in section 8 of this Specification.

1.7.2 Subject to Schedule 18 (Bridgnorth IWMF Protocol), the Provider shall be responsible for identifying the other Sites for the Services, and its associated plant and facilities.

1.7.3 These Sites shall be identified and described in the Provider's Proposals.

1.7.4 The Provider shall be responsible for identifying and securing an IVC Site in accordance with Schedule 45 (IVC Development Protocol).

1.8 Necessary Consents

1.8.1 Pursuant to clause 19.3 of the Contract, the Provider shall:

- arrange for any necessary transfers of Permits for existing sites at Services Commencement; and
- provide copies of all relevant Necessary Consents including planning permissions and Environment Agency authorisations, Permits, exemptions and licences to the Authority's Representative.

1.8.2 The Provider shall co-operate with the Authority and any new contractor in facilitating the transfer of Necessary Consents at the Expiry Date or the Termination Date.

1.8.3 The Provider's Monthly Reports set out in Schedule 32 (Reporting Requirements) shall include details of any inspection reports and correspondence received (whether from any Relevant Authority or any other person) relating in any way to any Necessary Consent.

- 1.8.4 Subject to Clause 10 (Planning) of the Contract, where the Provider cannot agree conditions of any Necessary Consents with the Relevant Authority to satisfy the performance of its obligations under this Contract, the Authority's Representative and the Provider's Representative shall forthwith meet and discuss in good faith and shall agree changes (to be kept to a minimum) to the Contract, which the Authority may reject in its absolute discretion, as are necessary to allow the Provider to comply with the relevant Necessary Consent. Where the Authority rejects the changes proposed by the Provider, the Provider shall amend its working practices so as to ensure compliance with any Necessary Services Consents.

1.9 Waste Types, Quantities and Composition

Non-Contract Waste

- 1.9.1 The Provider shall not be permitted to receive Non-Contract Waste at the HRC Sites.
- 1.9.2 Without prejudice to its obligations in respect of Contract Waste, the Provider may receive and process Non-Contract Waste at Project Facilities (other than HRC Sites), subject to compliance with Schedule 42 (Non-Contract Waste Protocol).
- 1.9.3 The Provider may over-size Project Facilities to receive Non-Contract Waste generated within the Contract Area to the financial benefit of the Provider and the Authority.
- 1.9.4 The Provider shall ensure that measures are implemented to ensure that Non-Contract Waste received at Waste Management Facilities is separately identified from Contract Waste.
- 1.9.5 The Provider shall ensure that all Non-Contract Waste is managed in accordance with the requirements of all Necessary Consents.
- 1.9.6 Non-Contract Waste handled by the Provider shall not be paid for under the Contract. Should the Provider accept Non-Contract Waste, the Provider shall be responsible for all costs in managing, treating, transporting and disposing of Non-Contract Waste.
- 1.9.7 The Provider shall submit details in the Service Delivery Plan of the measures to be implemented to ensure that Non-Contract Waste is separately identified from Contract Waste and also details of how these Wastes are to be managed. These details shall include measures to prevent collection of Commercial Waste as Household Waste.

Priority of Contract Waste over Non-contract Waste

- 1.9.8 Contract Waste shall be managed and processed in priority to Non-Contract Waste at the Project Facilities up to the capacity of the Project Facilities. Furthermore, the Provider shall Handle additional Contract Waste in priority over Non-Contract Waste at the Project Facilities provided sufficient Contract Waste is collected and provided additional capacity is available. Should the quantity of Contract Waste increase such that third party contracts are adversely affected, then the Provider cannot make a claim against the Authority should those third party contracts be compromised.
- 1.9.9 The Provider shall further ensure that Household Waste is Handled at the Project Facilities in priority to Commercial Waste.

Waste Quantity and Composition

- 1.9.10 The Authority gives no guarantee or undertaking as to the quantity or composition of the Contract Waste. The Provider shall accept and make provision for potential changes in the quantity and composition of the Contract Waste over the period of the Contract.
- 1.9.11 It is the responsibility of the Provider to assess the amount of future arisings of Waste requiring Handling under the Contract and to provide a system with sufficient capacity and flexibility to manage the Waste and achieve the Contract Targets throughout the life

of the Contract. The mechanism to account for variance to the Tonnes of Contract Waste through the duration of the contract is defined in Schedule 7a (Payment Mechanism).

- 1.9.12 Immediately prior to the fifth anniversary of the Services Commencement Date (and prior to each five (5) year anniversary thereafter) the Provider shall arrange for an independent body to be employed to carry out an analysis of the Contract Waste, identifying the Waste by such categories as the Authority shall require.
- 1.9.13 The Authority may undertake Waste composition analyses from time to time at its own cost. The Provider shall co-operate with the Authority in undertaking these analyses. Any Waste composition analyses undertaken by the Authority will be made available to the Provider but not warranted by the Authority.
- 1.9.14 All data gathered on the Contract Waste composition by the Provider shall be made available to the Authority.

Duty of Care

- 1.9.15 All Contract Waste handled by the Provider shall be the property of the Provider.
- 1.9.16 All Contract Waste shall be sent to appropriately authorised outlets, and the Provider shall comply with the requirements of the Environmental Protection (Duty of Care) Regulations 1991. The Provider shall also provide all information to the Authority, as may be requested from time to time, for the Authority to ensure that it complies with its requirements under the Environmental Protection (Duty of Care) Regulations 1991 (as the same may be amended from time to time).

2. Design and Construction

2.1 General

2.1.1 Subject to Schedule 18 (Bridgnorth Protocol) and Schedule 45 (IVC Development Protocol):

- the Provider shall design and construct the Project Facilities required to deliver the Services;
- The Provider shall deliver the Works in accordance with the Works Delivery Plan and Works Programme;
- The design of the Project Facilities shall accord with the Basic Design Proposals included in Schedule 3 (Provider's Proposals). The Basic Design Proposals shall be developed into a detailed design in accordance with the requirements of Schedule 9 (Review Procedure).

2.2 Design Responsibilities

2.2.1 Provider shall be responsible for all aspects of the design and construction of the new Project Facilities in accordance with the Contract including but not limited to:

- failure of design against this Specification;
- subject to clause 54 (Change in Law) of the Contract, failure of design against foreseeable changes in legislation;
- latent defects; and
- variations in maintenance and Works cost.

2.3 Design Capacity

2.3.1 The design capacity of any Project Facilities shall include sufficient flexibility to accommodate planned and unplanned interruptions in its operation. Details of managing these interruptions shall be provided in the Service Delivery Plan.

2.4 Design Concepts and Operational Requirements

2.4.1 The design of Project Facilities shall incorporate Good Industry Practice in sustainable construction and shall take into account the views of all key stakeholders. Design, construction and operational details shall be included and submitted in the Works Delivery Plan, Works Programme and Basic Design Proposals.

2.4.2 Project Facilities shall achieve a Building Research Establishment Environmental Assessment Method (BREEAM) Good standard or equivalent as a minimum. The Provider's WDP shall include details of the methodology to be used to assess the environmental and management performance of Project Facilities.

2.4.3 The Provider shall take account of the recommendations of the Sustainable Buildings Task Group Report "Better Buildings – Better Lives".

2.4.4 The Provider shall take into consideration guidance on design quality available from OGC ("How to Achieve Quality in PFI Projects"), CABE ("Improving Standards of Design in the Procurement of Public Buildings, October 2002") and 4ps ("Achieving Quality in Local Authority PFI Building Projects").

2.4.5 The Provider shall finalise the detailed design, construct and operate (as relevant) the Waste Management Facilities taking the following non-exhaustive list of factors and requirements into account:

- safety during construction and operation;
- signage and traffic control systems. No vehicles which can reasonably be expected to use the Waste Management Facility under normal operating conditions shall queue on the public highway. This shall apply to vehicles whether they are entering or leaving the Waste Management Facility and carrying Waste, product, residues or are empty;
- visual and other environmental impacts;
- weighbridges shall be provided and operated in accordance with this Specification with a weighbridge office adjacent;
- inspection of incoming loads;
- size of refuse collection vehicle and safe manoeuvring and discharge in the Waste Management Facility;
- continuity of service in the event of breakdown, servicing or repair. The feeding system shall be capable of operating at the total plant hourly design throughput rate over the total operating hours per year. In the case of mobile plant, the Provider shall make alternative Equipment available within twenty four (24) hours of a major breakdown;
- Waste storage capacity and contingency for plant downtime. The Provider shall state the capacity of storage to be provided in the SDP;
- vehicle storage;
- building and construction standards and finishes;
- use of re-used and recycled materials in building materials;
- fencing and security;
- drainage, including protection of ground and surface waters, impact on watercourses and assessment of flooding risk and incorporation of Sustainable Urban Drainage Systems (SUDS), where practicable;
- Site lighting (external and internal);
- fire protection and fire fighting Equipment;
- building services;
- maintenance requirements and consideration of whole life costs;
- energy use and efficiency;
- water use and efficiency;
- impact on biodiversity;
- impact on the historic landscape;
- management of construction Waste.

2.4.6 In preparing the designs for the Project Facilities, the Provider shall ensure that all Waste unloading and discharge areas, Waste process areas and Waste loading areas

(excluding those at Household Recycling Centres, and Landfill sites provided for the service), shall be enclosed. All buildings shall be of a suitable industrial standard and appropriate architectural design incorporating all necessary environmental controls.

2.4.7 Where the operational area of any Waste Management Facility is fully enclosed the Waste reception and handling areas together with vehicle manoeuvring areas shall be operated to prevent or minimise the environmental impact of dust odour and bio-aerosols. Waste handling shall be carried out in accordance with Good Industry Practice and all conditions imposed by permissions, consents and licences and all current and foreseeable legal requirements.

2.4.8 The Provider shall ensure that Waste reception areas for Contract Waste are designed in accordance with Good Industry Practice and incorporate drainage, effluent management, and ventilation, fire detection and management, dust and odour suppression equipment as necessary to comply with Legislation and Guidance.

2.5 Emission Standards

2.5.1 Any Project Facilities proposed shall be designed, equipped, built and operated in such a way that the plant complies with the emission limits set out in current and, subject to clause 54 (Change in Law) of the Contract, foreseeable UK emission standards.

2.5.2 All proposals for Project Facilities shall be accompanied by a comprehensive site-specific risk assessment including a detailed study of local conditions, which will form part of the environmental statement accompanying any planning application. This shall demonstrate that there will be no unacceptable impact from emissions on the surrounding population and no unacceptable impact on ecological systems and the surrounding environment.

2.5.3 All systems shall have appropriate plant and equipment to monitor and control all systems to ensure that environmental and operational best practice is achieved. On-line, all year round, monitoring and control systems necessary for good operational and environmental practice shall be installed by the Provider.

2.6 Prohibited Materials

2.6.1 The Provider shall not specify for use or use or permit to be used in the Works any products or materials which:

- i. at the time of specification do not conform with British Standards or Codes of Practice or Good Industry Practice or comply with Legislation; and/or
- ii. at the time of specification are generally known to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of buildings or structures; and/or
- iii. are capable, by reason of the quantity or concentrations involved, of causing harm to human health or any other living organisms supported by the Environment; and/or
- iv. if used could cause a breach of Necessary Consents or Legislation.

2.7 Commissioning

2.7.1 The Provider shall be obliged to commission the Waste Treatment Facility before the Operations Commencement Date for the WTF, to demonstrate compliance with relevant Necessary Consents and Tests on Completion.

2.7.2 During the commissioning period prior to the Operations Commencement Date for the WTF, the Provider shall process Contract Waste through the WTF in order to divert no less than eight thousand five hundred and fifty (8550) tonnes of Contract Waste from Landfill.

2.8 Tests on Completion

- 2.8.1 Pursuant to clause 21 of the Contract, where relevant Project Facilities shall be subject to Tests on Completion as set out in Schedule 6 (Tests on Completion).
- 2.8.2 The Provider shall detail in the Works Development Plan all Tests on Completion of the Works, commissioning and performance tests to be carried out by the Provider for each of the Project Facilities.
- 2.8.3 The Provider shall include in the Works Development Plan the timetable for issuing notice to the Authority for conducting inspections of the Project Facilities in accordance with the Contract.

3. Contract Management Services

3.1 Summary of Service Requirement

3.1.1 The Provider shall develop, implement and operate an effective management system for the Works and Services.

3.2 Service Requirements

3.2.1 The Provider shall:

- i. manage the smooth transition of the Services from the existing contractors at Service Commencement and to the new contractors at expiry or early termination;
- ii. obtain and maintain relevant quality assurance standards for the Works and Services;
- iii. obtain and maintain relevant environmental management standards for the Works and Services;
- iv. submit and maintain Provider's Proposals comprising Basic Design Proposals, a Works Development Plan (WDP), a Works Programme (WP) and a Service Delivery Plan (SDP) that detail how the requirements of this Specification shall be delivered;
- v. monitor and manage Greenhouse Gas Emissions related to the Services;
- vi. submit and maintain a Best Value Method Statement;
- vii. undertake Customer Satisfaction Surveys related to the Services;
- viii. develop, operate and maintain appropriate monitoring and reporting systems for the performance of the Services.
- ix. provide the Authority with all access, information and assistance necessary to monitor the Works and Services.

3.3 Service Expiry

3.3.1 The Provider shall provide for a smooth hand-back at the expiry or any early termination of the Services, clearly set out in an Expiry Plan, included in the SDP. This shall set out an agreed set of activities and timetable between the Provider and the Authority for all significant events leading up to the hand-back of the Services to the Authority. In particular this shall cover land interests, assets, contracts, ongoing liabilities, information and personnel.

3.3.2 The Expiry Plan shall include arrangements to transfer any Necessary Consents relevant to the Project Facility to the Authority or to its nominated contractor.

3.4 Quality Assurance

3.4.1 The Provider shall obtain certification for the provision of the Works and Services in accordance with ISO9001 or equivalent standard, or similar quality management system, through a certifying body accredited by the National Accreditation Council for Certification Bodies and approved by the Authority, by 1st October 2009 and retain certification for the remainder of the Contract Period.

3.5 Environmental Management

3.5.1 The Provider shall obtain certification for the provision of the Services in accordance with ISO14001 or equivalent standard, or similar environmental management accreditation

system, through a certifying body accredited by the National Accreditation Council for Certifying Bodies and approved by the Authority, by 1st October 2009 and retain certification for the remainder of the Contract Period.

3.5.2 The Provider's Annual Report shall include a project-specific Corporate Responsibility Report, including the information set out in Schedule 32 (Reporting Requirements).

3.5.3 The Provider shall ensure that the unavoidable impact of any operation of the Provider upon the environment, in pursuance of its obligations under the Contract, is adequately and sufficiently considered, minimised, supervised, controlled and monitored in accordance with all relevant Legislation.

3.5.4 For each of the Project Facilities the Provider shall employ a systematic decision-making process to ensure the protection and conservation of the environment as detailed in the SDP.

3.6 Greenhouse Gas Emissions

3.6.1 The Provider shall implement the following procedure for monitoring and managing Greenhouse Gas Emissions related to the Services:

- i. by 31st March 2008, a GHG Methodology shall be developed, and included in the SDP, to measure Greenhouse Gas Emissions related to the Services. This shall be compatible with the Waste and Resources Assessment Tool for the Environment (WRATE) life cycle assessment methodology developed by the Environment Agency;
- ii. in the Contract Year 1st April 2008 to 31st March 2009, the baseline Greenhouse Gas Emissions related to the Services shall be measured in accordance with the GHG Methodology;
- iii. for each Contract Year from 1st April 2009 to 31st March 2014, the Greenhouse Gas Emissions related to the Services per tonne of Contract Waste managed by the Provider in each Contract Year, measured in accordance with the GHG Methodology, shall be less than the equivalent metric in the previous Contract Year;
- iv. for each Contract Year from 1st April 2014, the rolling five year average of the Greenhouse Gas Emissions related to the Services per tonne of Contract Waste managed by the Provider in each Contract Year, measured in accordance with the GHG Methodology, shall be less than the equivalent metric in the previous rolling five year average.

3.6.2 For the avoidance of doubt, the provisions of this paragraph 3.6 shall not apply to the Works.

3.7 Provider's Proposals

3.7.1 The Provider shall develop and maintain a Works Delivery Plan, a Works Programme and a Service Delivery Plan containing the information set out in Appendix A of this Specification (unless otherwise agreed by the Parties acting reasonably), describing each operational activity at each Waste Management Facility and setting out how and to what standard the Works and Services will be provided.

3.7.2 The Provider shall perform the Works in accordance with the Works Delivery Plan and Works Programme.

3.7.3 The Provider shall perform the Services in accordance with the Service Delivery Plan.

3.7.4 The WDP, WP and SDP shall be reviewed and updated by the Provider at least annually, in consultation with the Authority, in accordance with the methodology set out in Schedule 9 (Review Procedure).

- 3.7.5 As a minimum, the Provider shall review and update the SDP at least annually taking into account any changes proposed through the Annual Service Performance and Improvement Plan pursuant to Schedule 32 (Reporting Requirements) and clause 36.3 of this contract.
- 3.7.6 The updated SDP shall be submitted to the Authority on the Annual Reports Date together with the Annual Service Performance and Improvement Plan, which shall set out the changes applied to the SDP pursuant to Schedule 32 (Reporting Requirements).
- 3.7.7 All procedures in the Service Delivery Plan shall be developed in accordance with recognised quality and environmental standards such as ISO9000 quality management systems and ISO14000 environmental management systems or equivalent respectively.

3.8 Contingency Plan

- 3.8.1 The Provider shall agree with the Authority a Contingency Plan, to be incorporated within the SDP that details how each aspect of the service will be operated in the event of any site or service being unavailable on a permanent or temporary basis. The Contingency Plan shall include arrangements for directing Waste to other Delivery Points, provision of a limited service and the establishment of temporary facilities.
- 3.8.2 Contingency arrangements must cover the provision of alternative facilities or any services provided by third parties to the Provider, for the Handling of Contract Waste in accordance with the requirements of this Specification.
- 3.8.3 The Authority shall, wherever practicable, be given not less than 24 hours notice of the need to divert Contract Waste to another Waste Management Facility, together with notice of the anticipated duration of such a diversion.
- 3.8.4 The Provider shall be liable for all additional costs incurred by the Authority while these contingency arrangements are in place.
- 3.8.5 The Contingency Plan shall be updated as and when contingency arrangements change.

3.9 Best Value

- 3.9.1 Pursuant to clause 36 (Best Value) of this Contract, the Provider's SDP shall include a Best Value Method Statement setting out the Provider's approach to:
- (a) undertaking Customer Satisfaction Surveys;
 - (b) preparing the Annual Service Performance and Improvement Plan; and
 - (c) assisting the Authority in its collation of information for Best Value Reviews and Best Value Performance Plans.
- 3.9.2 The Provider shall comply with all reasonable requests for information and data and give assistance to the Authority with CPA (or equivalent) and Best Value Reviews of its Waste management services to include:
- a) providing information requested by the Authority for benchmarking studies with other local authorities;
 - b) attending focus group meetings and other review related activity;
 - c) attending review meetings to discuss performance with the Authority review staff;
 - d) facilitating Best Value and CPA audits (or equivalent) and Inspections of any facilities and services, including making employees available and allowing access to files and information; and
 - e) attending meetings of overview and scrutiny panels and such other meetings as reasonably required by the Authority or any party to the Committee.

3.10 Customer Care

- 3.10.1 The Provider's SDP shall include a comprehensive written Customer Care Procedure, indicating the Provider's proposed methods for dealing with Enquiries.
- 3.10.2 The Authority will provide a Customer Service Centre as a first point of contact for receiving Enquiries. Relevant enquiries, service requests and complaints necessitating action by the Provider will be forwarded immediately upon receipt to the Provider.
- 3.10.3 The Provider's telephone, computer network and email service shall interact seamlessly with the Customer Service Centre such that any calls or messages received by the Authority may be addressed, where possible without re-directing the caller. Similarly, the Provider shall ensure that calls received, regarding services managed by the Authority's constituent partners, are redirected to the Customer Service Centre without a need for the caller to redial, wherever possible.
- 3.10.4 The Provider shall also provide an operated telephone service, computer network and email service, with a single telephone number with sufficient lines dedicated to this Contract for receiving public enquiries, service requests and complaints forwarded by the Customer Service Centre, that shall be capable of receiving and recording calls or emails at all times. Calls and emails shall be taken by the Provider's personnel during normal office working hours.
- 3.10.5 The Provider shall work with the Authority to provide consistent information to the public and Customers regarding the Services.
- 3.10.6 The Provider shall deal with any Enquiries from whatever source in a prompt, courteous and efficient manner in accordance with the Authority's corporate standards, as follows:
- a) should the Provider receive a complaint direct from Customers, it shall by no later than 10am on the next Business Day, verify whether any complaint is justified, inform the Authority of the details of the complaint and the action taken or to be taken;
 - b) Enquiries should be acknowledged within five (5) Business Days;
 - c) the Provider shall advise the Customer of the name and telephone number of the person dealing with the Enquiry;
 - d) a response to the Enquiry shall be issued within ten (10) Business Days; and
 - e) if this does not constitute a full response, the response shall indicate what course of action is being taken to investigate the Enquiry and how long this is expected to take.
- 3.10.7 The Provider shall ensure that remedial action to be taken in response to justified Customer complaints is commenced, and where reasonably practicable completed, within no more than 72 hours of receipt, except as otherwise agreed in line with the Authority's corporate service standards.
- 3.10.8 Where the Provider or any of its employees become aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services, it shall notify the Authority immediately in writing. Such notification shall include all relevant information to enable the Authority to investigate the matter fully.
- 3.10.9 The Provider shall fully co-operate with and provide assistance and relevant information to the Authority and to the Commission for Local Administration ("the Ombudsman") in enquiries or investigations carried out by or on behalf of the Ombudsman in matters of alleged maladministration or injustice or any other matters arising in connection with the provision of Services under this Contract.
- 3.10.10 The Provider shall allow reasonable access for internal and external audit of Customer care records and procedures.

- 3.10.11 By 31st March 2008, the Provider shall provide and maintain a website for access by Customers. The website shall meet, and where practicable exceed, the minimum standard for websites as detailed in the “Shropshire IEG Partnership Community Portal Standards Manual”. The website shall be used for the following non-exhaustive list of purposes:
- general information about the Service;
 - specific information to Customers of HRCs, the Collection Services and other elements of the Service;
 - general advice and guidance regarding Waste Minimisation, Re-use, Recycling, Composting, Recovery and other aspects of Waste management;
 - making enquiries by email;
 - making service requests;
 - making complaints or providing other feedback about the Services by email;
 - information on performance of the service against Contract Targets and Key Performance Indicators;
 - participation in Customer Satisfaction Surveys and other Best Value consultation and data gathering exercises;
 - relevant reports including the Corporate Responsibility Report; and
 - links to other relevant websites and Partnership services.
- 3.10.12 The Provider shall submit proposals for addition of information to the website for acceptance by the Authority.
- 3.10.13 The Provider shall prepare a brief document or leaflet for the Authority describing the Service provided in advance of the issue of Council Tax notification letters to the public containing information as directed by the Authority’s Representative.

3.11 NOT USED

3.12 Contract Monitoring, Records, Reporting and Auditing

- 3.12.1 The Provider shall be responsible for monitoring its own performance under the Contract in accordance with this Schedule 2 (Specification) and Schedule 7b (Performance and Unavailability Framework) and shall notify the Authority of any Performance Failures and/or Unavailability Events and rectify such defaults in accordance with the procedure set out in the Contract.
- 3.12.2 The Authority shall be entitled to conduct random monitoring checks on any operational areas of the Contract, including any of the Waste Management Facilities, without prior warning. The Provider shall provide the Authority’s Representative with reasonable access, information and assistance necessary for such checks.
- 3.12.3 The Provider shall be required to submit Monthly Reports and Annual Reports containing the information set out in Schedule 32 (Reporting Requirements).

Management Information Systems

- 3.12.4 The Provider shall install, implement and operate management information systems and Equipment to the satisfaction of the Authority throughout the Contract Period. These systems should allow the Authority to meet any corporate information technology objectives and will be used to ensure that the Authority is charged for and pays only such amounts as it is obliged to under the terms of the Contract. The Provider’s arrangements shall provide an auditable trail for each load of Contract Waste through each stage of the process, from receipt to final processing or disposal.

- 3.12.5 The management information system should incorporate all performance data and a register of customer enquiries and complaints.
- 3.12.6 All ICT arrangements should be fully compatible with systems used by the Authority to enable direct transfer of Contract information and shall be capable of remote interrogation by authorised users.
- 3.12.7 The interface arrangements with Authority's Customer Service Centre shall be defined in the SDP.

Records

- 3.12.8 Records are required for the purposes of:
- comparison of the Provider's performance against the Contract Targets;
 - verification of payment and operational data under this Contract;
 - completion of statistical returns (CIPFA, DEFRA, Waste Data Flow etc);
 - submissions in respect of the Landfill Allowance Trading Scheme;
 - compilation of KPIs;
 - compilation of the Monthly Reports and Annual Reports pursuant to the requirements of Schedule 32 (Reporting Requirements).
- 3.12.9 As a minimum, records shall be such as to provide all the information required to enable population of the Monthly Reports and Annual Reports, the contents of which is set out in Schedule 32 (Reporting Requirements). This includes making due payments under the Contract, comparison of the Providers performance against the Contract Targets and KPIs, assistance to the Authority in the management of Services and to ensure that the Authority can comply with their Waste data reporting obligations, for example, as required by the Audit Commission (including Best Value Statutory Performance Standards), and CIPFA.
- 3.12.10 The records as set out in paragraph 3.12.8 above shall be maintained electronically such that the Authority's Representative and other authorised users may access and interrogate the records remotely at any time.
- 3.12.11 The Provider shall supply details in the Service Delivery Plan of the computerised recording and electronic transfer of data.
- 3.12.12 The Provider shall be required to preserve all records of Waste transactions for at least 7 years after the end of each Contract Year in which such transaction was made.
- 3.12.13 Waste records may be used to comply with the provisions of any Waste Management Licence, Pollution Prevention and Control Permit and Environment Agency authorisation, and the Provider shall keep any additional Waste records that might reasonably be requested by the Environment Agency.

3.13 Management, Supervisory and Operational Employees

- 3.13.1 The Provider shall identify and employ adequate numbers of suitably-trained employees for all aspects of the Services.
- 3.13.2 The Provider's SDP shall include details of the employee arrangements for each relevant employee.
- 3.13.3 The Provider shall appoint competent management and supervisory employees for the efficient management of the Contract.

- 3.13.4 The Provider shall employ employees with adequate and appropriate Certificates of Technical Competence.
- 3.13.5 All employees including those employed by the Provider's sub-contractors or those employed on a temporary or agency basis shall receive appropriate training and induction before commencing any operational activities.
- 3.13.6 Further training shall be given at regular and frequent intervals in accordance with good management practice, as set out in the SDP.
- 3.13.7 Pursuant to clause 13.1 of the Contract, the Provider shall identify and name a senior employee to act as the Provider's Representative to provide the direct contact point 24 hours a day with the Authority.
- 3.13.8 The Provider's Representative shall be available for regular monthly or otherwise pre-determined meetings with the Authority or other official body as and when required.
- 3.13.9 The Provider shall comply with the "Equality Standard for Local Government" produced by the Improvement and Development Agency (IDEA), revised May 2007.
- 3.13.10 All relevant employees of the Provider and sub-Contractors shall be trained in all aspects of operational procedures, site licence requirements and Customer care.

3.14 Emergencies

- 3.14.1 Subject to clause 25 (Emergencies) the Provider shall be required to nominate one or more employees who may be contacted outside normal working hours every single day of the year throughout the period of the Contract, and in the event of an Emergency, the Provider's employees shall be required to be on site within one hour of being notified by the Authority. Should the Provider for any reason fail to respond to call out within this time, the Authority shall arrange for another Provider to do the work. Any cost to the Authority for this being deducted from monies due to the Provider.
- 3.14.2 The Provider shall operate and maintain a suitable communication system for its operatives and managers that must be capable of being used by both the Provider's employees and the Authority in the event of an Emergency.
- 3.14.3 Notwithstanding the Provider's responsibilities arising from the provision of the Services, the Provider shall make available all Project Facilities to enable the Authority to fulfil its commitment to supporting all the statutory and voluntary organisations which may be mobilised in the event of an Emergency, requiring the use of the Project Facilities,.
- 3.14.4 The Authority may instruct the Provider to make available any labour, premises, Project Facility, equipment plant or materials, at times which may be outside normal working hours, in the event of an Emergency.
- 3.14.5 Payment in respect of responses to Emergencies shall be as set out in Schedule 7a (Payment Mechanism).
- 3.14.6 The Authority will not require personnel of the Provider to carry out tasks needing specialist training for which they are not suited.
- 3.14.7 When the Authority advises the Provider of an Emergency, the Provider shall immediately appoint a senior member of its management as "Liaison Officer". Coordination of the Emergency arrangements will not be required of the Provider, except to the extent agreed under the relevant circumstances with the said "Liaison Officer".
- 3.14.8 All instructions given to the "Liaison Officer" will take precedence over other instructions and all requests for labour, plant and material, will be met immediately, whether or not this disrupts the Provider's normal programme of work. The Provider shall make all reasonable endeavours to provide the requested labour, plant and materials and attend to the Emergency within one hour of notification.

3.14.9 The Provider shall use its reasonable endeavours to provide, as soon as is reasonably practicable, for receipt of Contract Waste in or following an Emergency.

3.15 Social Inclusion

3.15.1 The Provider shall address issues of equality, disabled access and social inclusion where relevant to aspects of the Service.

3.16 Enforcement

3.16.1 The Provider shall comply with the Authority's policy of enforcement in respect of illegal depositing of Waste on the public highway, other public land and other relevant areas and at the HRC(s) wherever it may occur throughout the County.

3.16.2 The Provider shall be required to support and co-operate with the Authority in carrying out actions in accordance with the Authority's policy by supporting education, awareness and publicity campaigns, responding to fly-tipping and providing evidence, statements and witnesses in order to instigate legal proceedings against offenders.

3.17 Safety and Security

3.17.1 The Provider shall be directly responsible at all times for the security of the Project Facilities. Full details of all arrangements for dealing with security and the results of vandalism shall be provided in the SDP. Procedures to be followed in response to safety and/or security incidents shall also be detailed in the SDP.

3.17.2 The Provider shall comply with all Site and data security provisions set out in the Contract and Specification and where applicable ensure full compliance with its obligations under the Data Protection Act 1998 (as amended) and the Computer Misuse Act 1990 (as amended) insofar as they relate to the Contract.

3.17.3 The Provider shall provide cover 24 hours a day, every day of the year to respond to any Emergency that may arise in connection with any Project Facility by establishing a presence at the relevant facility within 2 hours. An Emergency call out procedure shall be provided, maintained and updated in accordance with the requirements of the Environment Agency, and shall be submitted to the Authority as part of the SDP.

3.17.4 Subject to the Leases, the Provider shall be responsible for maintaining all fences, walls, hedges and gates around the perimeter of each of the Sites, and effecting a repair of any breaches to the perimeter within 24 hours.

3.17.5 The Provider shall ensure that all Customers have left the Project Facilities before securing the Project Facilities at the end of each working day.

3.18 Signage

3.18.1 Any signs or notices erected and or used for the Services shall be of a suitably durable material incorporating Recycled materials where available and shall be in the corporate style of the Provider and as agreed with the Authority. The number and types of signs shall be detailed in the Service Delivery Plan, and shall include local direction signs to any new Project Facilities. Any signs to be erected within the highway boundary shall be designed in accordance with the Traffic Signs Manual published by the Department of Transport and erected in accordance with the requirements of the relevant highway authority.

3.18.2 In addition, a sign shall be provided by the Provider at each Project Facility in the corporate style of the Authority, commensurate with maintaining a positive public image stating that the Project Facility is provided in partnership with the Committee.

3.19 Equipment

- 3.19.1 The Provider shall at all times provide all Equipment required for the proper performance of the Services.
- 3.19.2 At the Service Commencement Date, the Provider shall take over the Transferred Equipment listed in Schedule 12 (Warranted Data) in accordance with the provisions of Schedule 29 (Equipment Protocol).
- 3.19.3 The Provider shall not use the Transferred Equipment for the provision of services to any third party without the prior written consent of the Authority,
- 3.19.4 Vehicles used for the delivery of the Services shall be of a design and condition, which is entirely suitable for the delivery and performance of the Services.
- 3.19.5 Equipment shall be cleaned internally and externally and maintained in such a condition that it presents an efficient and professional image.
- 3.19.6 The Provider shall at all times be fully responsible for licensing and for the payments of all licensing fees, taxes and insurances required in connection with and arising out of the possession or use of all Equipment employed in the performance of the Service.
- 3.19.7 The Provider shall at all times permit the Authority reasonable access to all vehicles, containers and Equipment employed for the purpose of this Contract.
- 3.19.8 Equipment shall be maintained and replaced as required in order to meet the requirements of the Contract, including without limitation this Specification and Handback Requirements.
- 3.19.9 Extreme care shall be taken with regard to the safety of Customers when operating mobile plant in places where Customers have free access. Mobile plant operations shall be carried out in a reasonable and courteous, workmanlike manner without causing obstruction or annoyance to Customers or road users.
- 3.19.10 Subject to clause 48 (Assets) of the Contract, all Equipment used for the purpose of supplying the Services must be either owned by the Provider or hired by the Provider pursuant to a contract of simple hire (and not hire purchase) and that contract must contain a clause permitting the Provider to assign the benefit of such contract to the Authority. The Provider shall provide details and/or copies of such contracts as reasonably requested by the Authority.

3.20 Maintenance

- 3.20.1 The Provider shall carry out such refurbishment or maintenance activities as are necessary to maintain the Sites and Project Facilities required to deliver the Services in a condition such that the specified requirements can be delivered safely and in accordance with all Necessary Consents during all Opening Hours without interruption except for maintenance in accordance with the Maintenance Programme.
- 3.20.2 Throughout the Contract Period the Provider shall:
- i. operate, keep in good repair and maintain the Equipment;
 - ii. insure the Equipment and Authority Assets in accordance Clause 59 (Insurances), and
 - iii. provide replacements when breakdowns occur or Equipment ceases to work effectively, and
 - iv. maintain an up to date list of Equipment within the Service Delivery Plan.
- 3.20.3 Pursuant to clause 23 of this Contract, the Provider shall provide and maintain a Maintenance Programme, to be included in the SDP, including a detailed programme of maintenance in respect of all Sites and Project Facilities.

- 3.20.4 The Provider shall throughout the Contract Period comply with the current Maintenance Programme.
- 3.20.5 The Provider shall give such notice as is reasonably practicable to the Authority's Representative of any maintenance to be carried out by the Provider pursuant to any Maintenance Programme if it is to be carried out at times materially different from those specified in such plan:
- i. the times shall be set so as to minimise the disruption to the Authority and/or delivery of the Works or Services;
 - ii. the Provider shall seek the agreement of the Authority's Representative which shall not be unreasonably delayed or withheld;
 - iii. such agreement shall not prejudice the Authority's right to make Unavailability Deductions whilst any Project Waste Management Facility is Unavailable or to make Performance Deductions for non-compliance with KPIs.
- 3.20.6 The Provider shall promptly provide to the Authority such information and assistance as it reasonably requires in order to undertake surveys pursuant to clauses 23.2 and 42.2 of this Contract.
- 3.20.7 If the final survey referred to in clause 42.2 of this Contract reveals that any or all of the Sites or Project Facilities are in a worse condition than that required by the Handback Criteria, or if any survey undertaken pursuant to clause 23.2 of this Contract reveals that any or all of the Sites or Project Facilities are in a worse condition than that required by the Service Delivery Plan and the Maintenance Programme, then the Provider and the Authority shall as soon as reasonably practicable meet to discuss and agree what the Provider shall do to rectify such deficiencies in order to bring the condition thereof to that specified in the Handback Criteria, the Service Delivery Plan and/or Maintenance Programme as applicable. In default of agreement within ten (10) Business Days the matter may be referred at the instance of either Party for resolution under clause 63.1 (Dispute Resolution Procedure).
- 3.20.8 The Provider shall carry out at its own cost, any works or services agreed or determined pursuant to paragraph 3.20.7 of this Schedule 2 (Specification).

3.21 Handback Criteria

- 3.21.1 At the Expiry Date, all Sites, Project Facilities and Assets excluding all mobile plant and vehicles required to deliver the Services will revert to the Authority, and be in a condition capable of operating in compliance with all Necessary Consents, the Health and Safety Plan, this Specification and requiring no more than routine maintenance in accordance with the Maintenance Programme, subject to paragraph 3.21.1a for a period not less than five years (the "Handback Criteria")
- 3.21.1a In the event the Contract Period is greater than twenty seven (27) years as contemplated by the Base Case Model, the period of time pursuant to paragraph 3.21.1 above shall be reduced by fifty percent (50%) of the period of extension. For clarity, and by way of example, a Contract extension of two (2) years shall result in the Handback Criteria being applicable for a period of four (4) years (ie five (5) years less 50% of the two (2) years) from the Expiry Date.
- 3.21.2 In the event of Termination, at the Termination Date all Sites, Project Facilities and Equipment, excluding all mobile plant and vehicles, required to deliver the Services will revert to the Authority, and be in a condition capable of operating in compliance with all Necessary Consents, the Health and Safety Plan, this Specification and in respect of the Project Facilities only requiring no more than routine maintenance in accordance with the Maintenance Programme, for a period not less than five years.
- 3.21.2a In the event of Termination the mobile plant and vehicles delivering the Services at the Termination Date shall revert to the Authority in their prevailing condition.

- 3.21.3 In the event that the IVC has not been developed pursuant to paragraph 7 of Schedule 45 (IVC Development Protocol), the provisions of Schedule 45 (IVC Development Protocol) shall apply.
- 3.21.4 All Waste shall be removed from Sites and Project Facilities at the Expiry Date or the Termination Date as the case may be.
- 3.21.5 The Authority reserves the right to require the Provider to surrender Waste Management Licences and/or PPC permits as appropriate at the Expiry Date or the Termination Date as the case may be.
- 3.21.6 The
- existing HRC Site at Maesbury Road, Oswestry;
 - depot at York Fields, Oswestry;
 - depot at Stanley Land, Bridgnorth; and
 - depot at Coder Road, Ludlow
- shall be handed back to the Council at the date at which the relevant Lease expires in a secure, safe and serviceable condition, free from all Equipment and Waste.
- 3.21.7 Subject to clause 19.2 (Site Matters) and clause 19.7 (Defects) unless directed otherwise by the Authority's Representative, the Contractor shall be responsible for surrendering the Waste Management Licence in respect of the HRC Site at Maesbury Road, Oswestry.

4. Health Safety and Welfare Management Services

4.1 Summary of Service Requirement

4.1.1 The Provider shall be responsible for all aspects of the health, safety and welfare ensuring safe working practices for operation of the Services.

4.2 Service Requirements

4.2.1 The Provider shall:

- i. conduct the Services in accordance with health and safety requirements;
- ii. maintain and implement a Health and Safety Plan, detailing the relevant health, safety and welfare arrangements that will be implemented and maintained;
- iii. produce a quarterly health and safety report detailing accidents and dangerous occurrences reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) and any new or improved procedures, training or other health and safety measures implemented.

4.3 Service Standards

General Requirements

4.3.1 The Provider shall at all times in providing Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

4.3.2 Project Facilities shall be designed so that in their layout, and plant and Equipment used, they aim to give the highest standard of safety to employees, Customers and other users of the Project Facilities.

4.3.3 The Provider and its employees shall adopt safe working practices, to be detailed in the Health and Safety Plan.

4.3.4 The Provider shall ensure the safety of Customers, employees and all other personnel when Provider's plant or vehicles are being used to remove Contract Waste from Sites or containers are otherwise being moved on site.

4.3.5 Customers must be in no doubt that the Waste Management Facilities are hazardous places and appropriate warning signs and information notices shall be prominently displayed at each Site.

Health and Safety Plan

4.3.6 The Provider shall carry out risk assessments of all relevant activities and adopt safe working practices, to be detailed in the Health and Safety Plan, to be included in the SDP, as laid down in all current and future regulations, working rules and guidance that apply to its activities under the Contract to ensure the highest standards of safety for all site users, visitors, and construction, management and operations personnel.

4.3.7 The Provider's Health and Safety Plan shall also take note of and comply with guidance published by the Health and Safety Executive (HSE) on 'Health and Safety in Waste Management and Recycling Industries' and guidance on 'Operating Civic Amenity Sites Safely'.

- 4.3.8 A fire emergency plan for all Sites, Project Facilities and other facilities required to deliver the Services shall be drawn up and notified and agreed as necessary with the relevant authorities. The plan shall be displayed in the site office and at other suitable locations on site.

Equipment

- 4.3.9 The Provider shall be responsible for the suitable and safe use of the Equipment used in the provision of the Services and no Equipment shall be used which may be unsuitable, unsafe or liable to cause damage.
- 4.3.10 The Provider must maintain in good working order all necessary guards, screens, fences and traffic control measures to give full protection to Customers and employees.
- 4.3.11 All Equipment shall be operated by trained operatives who will be supplied and equipped with all safety wear and Equipment at the Provider's expense to comply with the relevant clauses in the Health and Safety at Work, etc Act 1974 (as amended) and Health and Safety Policy.
- 4.3.12 NOT USED.

Employees

- 4.3.13 The Provider shall require its employees at all times while engaged in the provision of the Services to be properly and presentably dressed in suitable uniforms, work wear, protective and reflective clothing accepted by the Authority in compliance with the Provider's Health and Safety Plan.
- 4.3.14 Special care shall be taken to protect the health and safety of operatives working in close proximity to the Waste being processed.

Facilities

- 4.3.15 A copy of site 'rules and conditions' must be included with the Health and Safety Plan and must be prominently displayed at the site and or relevant depot, and copies given to all employees and visitors.
- 4.3.16 The Provider shall provide all necessary fire-fighting, first aid, health and safety facilities with all Equipment used and at each of the sites and facilities provided for the Services, commensurate with the requirements of the fire and other statutory authorities.
- 4.3.17 The Provider shall provide adequate first aid facilities and an appropriately qualified first aider for treatment of employees and Customers. This shall include, as appropriate, eye baths and de-contamination facilities for all authorised personnel and Customers on the site.
- 4.3.18 All Project Facilities shall be provided with a full range of welfare facilities for employees including changing rooms, running potable water, hand washing facilities, toilets and canteen/rest room, to which reasonable access shall be given for authorised users to the sites, including those undertaking statutory or client functions in respect of the performance of the Services.

Records and Reporting

- 4.3.19 The Provider shall maintain health and safety training records in respect of the employees engaged in the performance of the Works and/or Services. The Provider shall provide evidence of employees' health and safety training for inspection by the Authority within one (1) Business Day of receipt by the Provider of a written request from the Authority.

- 4.3.20 The Provider shall maintain an official accident book at all Sites, Project Facilities and other facilities required to deliver the Services and shall record details of any incidents or accidents involving injury to any person.
- 4.3.21 The Provider shall render such assistance as is practicable to persons involved in any accident, without making any prejudicial statement or comment, and shall record all relevant details in the site diary and the official accident book.
- 4.3.22 The Provider shall report to the Authority's Representative as soon as practicable, and in any event,
- i. within two (2) hours from the time of relevant incident or accident involving a Customer becoming known to the Provider, or
 - ii. within one (1) Business Day from the time of any other relevant incident or accident which falls within the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) being reportable to the HSE.
- 4.3.23 The Provider shall provide the Authority's Representative with any report forwarded to the Health and Safety Executive (HSE) and inform the Authority's Representative of any action taken by the HSE. In addition, the Provider shall provide the Authority's Representative with an updated Service Delivery Plan including the improvements made following the investigation of an accident or near miss. All documents referred to in this paragraph will be sent to the Authority's Representative by the Provider within ten (10) Business Days of receipt by the Provider.
- 4.3.24 The Provider shall include within the Operational Report a summary of any such incidents and the corrective action taken thereafter.
- 4.3.25 The Provider shall maintain a site diary to record significant events in the operation of all Waste Management Facilities. This shall include details of business and official visitors, unauthorised access incidents, transport movements, deliveries of any materials, servicing contractors, weather, timing of orders, inspections and communications directly relating to operations.

5. Waste Minimisation, Education and Communication Services

5.1 Summary of Service Requirement

5.1.1 The Provider shall work with the Authority to develop Waste minimisation initiatives that maintain and improve upon the current Waste minimisation initiatives, and agree specific tasks to be undertaken by the Provider, to be incorporated within a Waste Minimisation and Education Plan and implemented by the Provider.

5.2 Service Requirements

5.2.1 The Provider shall:

- i. develop and annually update a rolling 5 year Waste Minimisation and Education Plan which promotes the Waste Hierarchy;
- ii. implement the Waste Minimisation and Education Plan;
- iii. provide facilities and staff to manage visits to Waste Management Facilities by schools and other community groups;
- iv. develop and manage the promotion and distribution of home Composting units to the public.

5.3 Waste Minimisation and Communication

5.3.1 The Provider shall be required to work proactively with the Authority through co-operation with Waste awareness and Waste minimisation initiatives and engage in the promotion of Re-use, Recycling and Composting within the Contract Area.

5.3.2 The Provider shall prepare, maintain and implement a Waste Minimisation and Education Plan, including policies and initiatives for minimising future Waste growth, and promoting Re-use, Recycling and Composting of Waste which is generated as set out in Schedule 3 (Provider's Proposals).

5.3.3 The Provider shall nominate a suitable contact person with specific responsibility for managing the development, maintenance and implementation of the Waste Minimisation and Education Plan and liaising with relevant stakeholders. This shall include details of:

- i. the manner in which the Provider shall engage with the Authority in this respect;
- ii. the educational and other processes, which will be sustained by the Provider over the Contract Period;
- iii. specific activities and measurable objectives for promotion of Waste minimisation and education, with corresponding methods for monitoring the effectiveness of all such schemes;
- iv. specific proposals to engage with charity, voluntary and not-for-profit organisations, local schools and other community groups to work in partnership to achieve sustainable Waste management;
- v. outline budgets to support the implementation of the Waste Minimisation and Education Plan.

- 5.3.4 The Provider shall identify the staffing and resources for Waste minimisation and education activities, including roles, responsibilities and availability.
- 5.3.5 The Provider's Waste Minimisation and Education Plan shall address issues of equality, disabled access and social inclusion where relevant to aspects of the Service.
- 5.3.6 The Provider's SDP shall include details of policies and procedures for media relations and all public communications.
- 5.3.7 All public documents and public reports shall be published electronically.

5.4 Education and Seminar Facilities

- 5.4.1 The Provider shall include details in the Waste Minimisation and Education Plan regarding the aims of relevant promotional and Waste awareness activities associated with the educational and seminar facilities, target audience, access arrangements and integration with the Schools' curriculum.
- 5.4.2 The Provider shall provide and manage seminar and educational facilities within the administrative boundary of SABC. From 6 months after the Planned WTF Commencement Date, these facilities shall be suitable to accommodate up to a minimum of 40 people.
- 5.4.3 Such facilities shall be a resource that is permanently available for use by the Authority, (including use by schools or Customers facilitated by the Authority) and shall not be hired on an occasional basis without the Authority's prior approval.
- 5.4.4 The Provider shall make allowance for educational visits to all of the Project Facilities on an occasional basis by groups of up to 40 people.
- 5.4.5 The Provider shall provide a suitably skilled, qualified and vetted employee to provide guided tours to visiting groups,
- 5.4.6 The Authority and the Provider will liaise and seek to agree the times (during Business Hours) at which such visits will take place.
- 5.4.7 The Authority will provide the Provider with supplies of written literature which the Authority produces to promote the various Recycling and Waste minimisation, Re-use, Recycling and Composting schemes in the Contract Area.
- 5.4.8 The Provider shall produce, in consultation with the Authority, presentational material that will allow the Authority to host school groups and other interested parties at the Educational Facility.
- 5.4.9 The Provider shall ensure that the Educational Facility is equipped with educational material such as slide shows and videos showing how Waste is managed in the Contract Area. The educational material should have particular emphasis on Waste minimisation and show how Recyclable Materials can be turned into new products.

5.5 Home Composting

- 5.5.1 The Provider shall develop and manage the promotion and distribution of home Composting units to Customers.

6. Community Sector Integration Services

6.1 Summary of Service Requirement

- 6.1.1 The Provider shall develop and implement community and voluntary sector integration initiatives to be set out in the Community Sector Engagement Plan, which shall form part of the Service Delivery Plan.

6.2 Service Requirements

- 6.2.1 The Provider shall:
- i. prepare and maintain a Community Sector Engagement Plan detailing proposals for achieving broader project objectives and mechanisms for partnerships with community groups.
 - ii. liaise with the community and voluntary sector such as the Shropshire Community Recycling Network (SCRN).

6.3 Service Standards

- 6.3.1 The Provider shall be required to work proactively with the Authority to support specific initiatives and engage in the promotion of partnership working with relevant community groups within the Contract Area.
- 6.3.2 The Provider shall identify and liaise with key stakeholders including charity, voluntary and not-for-profit organisations, local schools and other community groups to work in partnership to achieve sustainable Waste management.
- 6.3.3 The Provider shall prepare, maintain and implement a Community Sector Engagement Plan which includes specific and measurable proposals to engage with key stakeholders identified pursuant to paragraph 6.3.2. Such proposals shall address issues including but not limited to:
- i. mechanisms for working together;
 - ii. achieving broader project objectives;
 - iii. flexibility;
 - iv. development of a partnership ethos and joint working;
 - v. decision-making models and representation;
 - vi. employment and secondment opportunities;
 - vii. exploration of other types of recyclable Wastes that could be collected in partnership with other charitable/NGO bodies;
 - viii. sharing of information and dissemination of good practice; and
 - ix. outline budgets.
- 6.3.4 The Provider shall nominate a suitable contact with specific responsibility for managing the implementation of the Community Sector Engagement Plan and liaising with relevant community groups.

7. Collection Services

7.1 Summary of Service Requirement

7.1.1 The Provider shall develop, implement and operate services for the collection of Contract Waste and for its transportation to a Delivery Point for treatment, including the following:

- Collection of Recyclable Materials, Compostable Waste and Residual Waste from the Collection Contract Area from the Services Commencement Date in accordance with the Specification;
- Assisted Collections;
- Bring Bank site management and servicing.

7.2 Service Requirements

7.2.1 In the Collection Contract Area, the Provider shall provide and operate services for the Collection and transport to a Delivery Point of the following components of Contract Waste, in accordance with the requirements of this Schedule 2 (Specification) and the SDP:

- i. Residual Waste from Households in the area for which the relevant WCA has a duty to Collect under section 45 (1) of the EPA;
- ii. Recyclable Materials and Compostable Waste separately Collected from households through kerbside schemes;
- iii. Recyclable Materials from Bring Sites.

7.3 Services at Commencement and Transitional Services

7.3.1 The Provider shall take over the Collection services in existence at the Services Commencement Date, subject to the following particular requirements:

- i. no element of the Collection service which is offered to householders before the Services Commencement Date shall be withdrawn without the consent of the Authority's Representative;
- ii. the Provider shall maintain the existing Collection method and working hours at the Services Commencement Date;
- iii. the Provider shall expand the above level of service in order to deliver Contract Targets set out in paragraph 1.6 of this Schedule 2 (Specification);
- iv. the Provider shall comply with the relevant requirements of the Household Waste Recycling Act 2003 and associated Guidance;

7.3.2 The Provider shall obtain and maintain all Necessary Consents required to deliver the Collection Services in accordance with the requirements of this Schedule 2 (Specification).

7.3.3 From the Service Commencement Date, the Provider shall develop, improve and enhance the Collection Services in accordance with Good Industry Practice in order to meet the requirements of this Schedule 2 Specification, including but not limited to the meeting of Contract Targets set out in paragraph 1.6 of this Schedule 2 Specification, as set out in the Service Delivery Plan.

7.4 Working Hours for Contract Waste Collection

- 7.4.1 The Provider shall collect Contract Waste from each Household every week.
- 7.4.2 Collections shall not commence before 0700, unless otherwise agreed by the Authority's Representative.
- 7.4.3 Collections shall be regular and consistent in terms of days of the week, in accordance with Good Industry Practice. In particular, the Provider should take into account the existing service where high participation rate is achieved by collecting Recyclable Materials and Compostable Waste on the same day of the week as the Residual Waste.
- 7.4.4 The Provider shall submit proposals for collections which would otherwise be scheduled to take place on Public Holidays in the forthcoming Contract Year to the Authority's Representative before 31st December. The parties, acting reasonably shall seek to agree this information on or before 15th January to enable relevant information to be supplied to each household, in the form of an adhesive label or other appropriate means.

7.5 Waste Collection Vehicles

- 7.5.1 The Provider shall be responsible for providing, maintaining in a legal, efficient, clean and serviceable condition, replacing and licensing maintain all road vehicles, containers and trailers used for the performance of the Collection Services, reflecting a positive image of the Services to Customers.
- 7.5.2 All vehicles used by or on behalf of the Provider for performance of the Collection Services shall be in a livery complete with information panels, to be approved by the Authority's Representative, which will reflect the corporate image of the Authority.
- 7.5.3 As and when new vehicles are introduced into the Contract the Provider shall ensure they are in full compliance with the latest relevant Euro emission standards.
- 7.5.4 The Provider shall consider the use of alternative fuels or other measures to minimise vehicle emissions.
- 7.5.5 The Provider shall maintain accurate vehicle fuel and mileage records, such information to be included in the Provider's Annual Report to include by vehicle:
- i. fuel usage and mileage;
 - ii. total CO₂, NO_x and particulates released;
 - iii. calculation of the Tonnage of Waste collected per tonne of CO₂, NO_x and particulates.
- 7.5.6 Waste shall be transported in enclosed containers or sheeted vehicles in accordance with the Road Traffic Act 1988.
- 7.5.7 All drivers and other operatives shall be suitably trained and qualified for their tasks and made aware of the safe and environmentally-efficient use of the vehicles in their charge.
- 7.5.8 The Contractor shall provide training for all operating employees to achieve NVQ Level 1 (Operative) and 2 (Operative/Technician) or equivalent for Waste collection operations, recycling operations and kerbside recycling operations as appropriate within twelve (12) months of appointment.
- 7.5.9 The Provider shall ensure that sufficient spare vehicles are available to maintain continuity of service at all times.

7.6 Spillages

- 7.6.1 All Collections are to be made in a tidy manner and any rubbish howsoever spilled whether arising on the public highway or on private property must be swept up and

removed at the time of collection. All vehicles must carry suitable tools and Equipment to clean up any spillages.

7.6.2 Liquid spillages caused during the Collection process, such as oil or paint or Green Waste liquor, shall be cleared by the Provider at the time of Collection or as soon as is practicable before the end of the day.

7.6.3 Should any spillage occur during transit, the Provider shall use all reasonable endeavours to clear the spillage as soon as reasonably practicable. In the event that the Authority clears the spillage, the Provider shall reimburse the Authority, on demand, a sum equal to all costs incurred by the Authority in the clearance and disposal of such spillage.

7.7 Waste Receptacles

7.7.1 The Provider shall be responsible for providing and delivering all Receptacles required to deliver the Collection Services for the Contract Period.

7.7.2 Receptacles provided for Waste shall be of robust construction and suitably designed for the intended purpose, with regard to factors including but not limited to the type and Tonnage of Waste, storage period prior to emptying, safe handling, ease of mobility and durability. All new wheeled bins shall have lids so designed to form an effective seal against the ingress of flies, other insects and vermin. The Provider shall use suitable containers which incorporate recycled materials, where available at reasonable cost.

7.7.3 At the Services Commencement Date, the Authority shall provide to the Provider all existing Receptacles owned by or leased to the Authority.

7.7.4 The Provider shall be responsible for replacing or repairing Receptacles, and replacing or repairing damaged Receptacles within ten (10) Business Days of notification. This shall include damage caused by mishandling, loss of containers in the vehicle or subsequent loss or damage due to the Provider not returning the containers correctly to the collection point.

7.7.5 Unless otherwise agreed by the Parties, all replacement Receptacles must be of a similar quality, size, and colour and to the satisfaction of the Authority's Representative.

7.7.6 The Provider shall provide Receptacles required for new Households within the Contract Area, as directed by the Authority's Representative or otherwise notified.

7.7.7 All new Receptacles must be of a quality, size, and colour as set out in the Provider's SDP.

7.7.8 At the Expiry Date or the Termination Date, ownership of all Receptacles shall revert to the Authority's ownership.

7.7.9 Information on all lost or damaged containers howsoever caused shall be accessible to the Authority's Representative electronically.

7.7.10 The Provider shall not be permitted to place or to allow third parties to place advertising on Receptacles without the prior approval of the Authority's Representative.

7.8 Collections from Domestic Properties

7.8.1 The Provider shall provide at least a minimum of alternate weekly collections of Residual Waste and Compostable Waste and fortnightly collections of Recyclable Waste for those Households within the Collection Contract Area that receive such collections at the Services Commencement Date, with all Households receiving this service by 31st March 2010.

7.8.2 Alternate arrangements for Collecting Recyclable Materials may be made subject to compliance with the Household Waste Recycling Act 2003 and to the reasonable satisfaction of the Authority.

- 7.8.3 Collections of Recyclable Materials shall include the Collection of plastics with such a service being offered to all Households who receive a collection of Recyclable Materials by 31st March 2011.
- 7.8.4 All scheduled collections from each Household should normally be on the same day of the week.
- 7.8.5 Subject to paragraph 7.9.5, all Collections of Contract Waste, other than Assisted Collections and Communal Collections shall be Curtilage Collections, defined as follows:
- i. Where a property boundary is adjacent to an adopted highway the Collection point is on the property at the nearest accessible point to the adopted highway or on the adopted highway at the nearest accessible point to the highway;
 - ii. Where a property boundary is not adjacent to an adopted highway the Collection point shall be from the nearest accessible adopted highway;
- 7.8.6 The Provider shall collect Contract Waste from any location within a property, as directed by the Authority's Representative, from those Customers who have sought assistance for Contract Waste Collection ("Assisted Collections").
- 7.8.7 If the Provider considers that such direction from the Authority's Representative would contravene its Health and Safety Plan, the Parties shall agree an appropriate methodology to achieve the Assisted Collection.
- 7.8.8 The Provider shall collect Contract Waste from any collection of properties where there is insufficient space to store all Receptacles within the curtilage of individual properties ("Communal Collections"), as defined in the Provider's SDP.
- 7.8.9 Wherever practicable, Communal Collections shall include the collection of Recyclable Materials and Compostable Waste as well as Residual Waste.
- 7.8.10 Receptacles for Communal Collections shall be of sufficient capacity and shall be Collected at a sufficient frequency to ensure that the Receptacles are routinely Collected before they are full.
- 7.8.11 When they have been emptied, all Receptacles shall be returned to the set out point used by the Customer and left in such a manner as to cause minimum inconvenience to the public and the Customer.
- 7.8.12 The Provider shall only collect Contract Waste deposited in Receptacles, and from wheeled bins with closed lids. Where excess Waste is left at the collection point or the bin is deemed too heavy and unsafe to lift, the Provider shall notify the Customer in writing explaining the reasons for non-collection. Notifying by means of an appropriate detachable label or sticker on the bin will be deemed acceptable. Where the situation persists, the Provider shall inform the Authority's Representative and the Customer Services Centre of any properties where the Waste left for Collection exceeds that contained in the Receptacles provided.
- 7.8.13 The SDP shall include a protocol detailing how Contaminants and/or Prohibited Materials present within Contract Waste will be managed, including details of liaison arrangements with the Customer Services Centre and the Authority's Representative.
- 7.8.14 The Service Delivery Plan shall include a Contract Waste Collection Schedule ("CWCS"), including the following information:
- i. property details (address including postcode);
 - ii. type and number of Receptacles at property;
 - iii. details of the materials to be Collected;

- iv. frequency and day of Collection for all properties for each type of Contract Waste;
 - v. details of whether the Collection is an Assisted Collection, Curtilage Collection or Communal Collection;
- 7.8.15 The CWCS shall be updated on a weekly basis as appropriate to include new properties on the round or changes to the Collection Services. The Provider shall ensure that sensitive information is not available to anyone other than the Authority's Representative.
- 7.8.16 Information on Collection dates and respective type of Collection shall be supplied to each Household by appropriate means, to be agreed with the Authority's Representative in accordance with the WRAP guidance note "Developing Recycling Communications Campaigns – A Practical Toolkit" dated January 2005.
- 7.8.17 Householders shall be informed of any changes to Collection days or the scope of the Collection Services on no less than two occasions:
- at least 8 weeks before implementation; and
 - between 1 and 3 weeks before implementation respectively.
- 7.8.18 The Provider's SDP shall include a Transport Plan which shall aim to minimise mileage by each Collection vehicle and avoid sensitive routes and congestion.
- 7.8.19 The Provider shall take account of Air Quality Management Areas (AQMA) in Shropshire and other locations with localised air quality issues and shall fit additional air clean up Equipment for both particulates and NOx or other improvements as may be required to meet emission standards for vehicles in use in these areas.
- 7.8.20 All Contract Waste collected by the Provider shall be delivered to an appropriate Delivery Point or Contingency Delivery Point, as set out in the SDP.
- 7.8.21 The Provider's SDP shall include a methodology for compliance with the Noise at Work Regulations 2005.

7.9 Missed Collections

- 7.9.1 Subject to clause 52 (Excusing Cause) the Provider shall achieve 100% Receptacle Collection rate on each Business Day. Any Receptacles that are not collected when presented, and are included in the CWCS will be deemed to be Missed Collections, and the Provider shall be required to collect the Missed Collection as specified in this paragraph 7.9 and without extra payment.
- 7.9.2 Failure to collect Missed Collections within the resolution period set out in paragraph 7.9.3 will result in an Unavailability Deduction in accordance with the Schedule 7b (Performance Mechanism).
- 7.9.3 The required resolution period for Missed Collections shall be as follows:
- i. when notification is received by the Provider after 12 noon, Missed Collections are to be collected by the end of the next Business Day; and
 - ii. when notification is received by the Provider before 12 noon, Missed Collections are to be collected on the same day.
- 7.9.4 The Provider shall record the number and location of all Missed Collections and the date that Rectification action was taken on a daily basis. This information shall be accessible to the Authority's Representative electronically.
- 7.9.5 Occasional obstruction to the Collection vehicle caused by parking and roadworks shall not preclude the Provider from carrying out the Collection Services, and any bins or containers missed for those reasons will be deemed to be Missed Collections. The

Provider's SDP shall include details of arrangements that will be put in place to ensure that all affected properties will still have their Receptacles emptied, including details of liaison arrangements with the Customer Services Centre and the Authority's Representative.

- 7.9.6 In the event that an obstruction pursuant to paragraph 7.9.5 is prolonged, the Parties acting reasonably shall propose a change to the CWCS in order to mitigate the effect on the Collection Services to the affected Households.

7.10 Disruption to the Service

- 7.10.1 The Contingency Plan included in the SDP shall include details of the services to be provided in the event of disruption to the Collection Services resulting from inclement weather, industrial action or otherwise.

- 7.10.2 If in the opinion of the Provider the weather on any particular Business Day is so inclement as to make work impracticable or dangerous, after consultation with the Authority's Representative, the Provider may suspend or reduce the normal Collection Service or part thereof for that day or part of a day, provided always that such disruption shall not be classified as Missed Collections if all of the following conditions are satisfied:

- i. the Provider shall provide a temporary CWCS whereby the Missed Collections are completed within 2 Business Days from the end of the inclement weather, with the Collection Service returning to normal within 10 Business Days, or such other periods as may be agreed by the Provider's Representative and the Authority's Representative acting reasonably;
- ii. the Provider shall immediately inform a local media and the Authority's Customer Service Centre of the suspension or reduction in the Collection Service and the temporary CWCS.

- 7.10.3 The Provider shall use reasonable endeavours to resume all or part of the Contract Waste as soon as practicable, and the Provider's employees will be available to resume the Collection Services as soon as reasonably practicable within normal working hours.

- 7.10.4 No additional payments will be made to the Provider in respect of accumulations of Contract Waste when normal service resumes or any additional expenses he may incur following disruption to the Collection Services.

- 7.10.5 If the Provider is unable to provide the Collection Services in accordance with the CWCS due to industrial action, it shall immediately inform the Authority's Representative of the duration (if known) and impact of such industrial action, provided always that such disruption shall not be classified as Missed Collections if all of the following conditions are satisfied:

- i. The disruption is the result of any:

- official or unofficial strike;
- lockout;
- go-slow; or
- other dispute

generally affecting the Waste Collection industry in England or a significant sector of it or the disruption is the result of any shortage of fuel generally affecting the Collection Contract Area;

- ii. the Provider shall provide a Temporary Waste Collection Schedule whereby the Missed Collections are completed within 2 Business Days from the end of the industrial action, with the Contract Waste Collection Service returning to normal

within 10 Business Days, or such other periods as may be agreed by the Provider's Representative and the Authority's Representative acting reasonably;

- iii. the Provider shall immediately inform a local media and the Authority's Customer Service Centre of the suspension or reduction in the Contract Waste Collection Service and the Temporary Contract Waste Collection Schedule.

7.10.6 The Provider shall inform the Authority's Representative of the resumption of the normal programmed Collection Services immediately.

7.11 Bring Sites

7.11.1 The Provider shall be responsible for the identification and management of Bring Sites, as set out in SDP.

7.11.2 At the Services Commencement Date, the number and locations of Bring Sites shall be equivalent to the provision of Bring Sites before the Service Commencement Date.

7.11.3 Bring Sites shall be augmented and modified by the Provider throughout the Contract, in accordance with the following principles:

- i. relocation of a Bring Site if the new location is considered likely to improve capture rates;
- ii. provision of a new Bring Site where this is judged likely to offer additional services to Customers.
- iii. provision of Bring Sites at the foot of blocks of flats or in areas of dense housing where space is an issue, which may constitute comparable alternative arrangements for Household Recycling under the Household Waste Recycling Act 2003.

7.11.4 The Provider shall consult with, and take into account the views of Customers, community representatives and other relevant stakeholders regarding any changes to the location or nature of Bring Sites before these are implemented.

7.11.5 The Annual Service Performance and Improvement Plan shall propose possible new or modified Bring Site locations in satisfying this part of the Service. The acceptance of the Authority's Representative should always be gained prior to any action being taken.

7.11.6 The Provider shall take account of the current services and Equipment provided by third parties at Bring Sites. Any Provider proposals to change arrangements with third parties shall be discussed with the relevant organisations and the Authority's Representative before implementation.

7.11.7 The frequency of emptying banks/containers at the Bring Sites will be such that any Receptacle for a particular material should not, in the normal course of events, be full or overflowing.

7.11.8 The condition and appearance of each communal Bring Site shall reflect the nationally recognised colour coding used for such facilities and be maintained at a level sufficient to preserve the good image of the Authority.

7.11.9 All Bring Sites shall be maintained and kept free of Litter by the Provider as defined by the Code of Practice for Litter and Refuse issued by the Secretary of State under section 89(7) of the Environmental Protection Act 1990.

7.11.10 Graffiti of a racist or offensive nature on Bring Site containers shall be removed within 24 hours of it being reported. Other graffiti shall be removed within 5 Business Days of it being observed by the Provider or notified to the Provider by the Authority's Representative.

7.12 Rural Litter Bins

- 7.12.1 All Rural Litter Bins, as detailed in Appendix B to this Specification, will be transferred to the Provider on the Service Commencement Date, and returned in suitable condition to the Authority at the end of the Contract.
- 7.12.2 All Rural Litter Bins, as detailed in Appendix B, shall be emptied regularly to ensure that no bin is more than three quarters full at any time.
- 7.12.3 All Rural Litter Bins shall be washed with water and suitable cleanser on a regular basis to remove all residues and detritus left on the bin. The liner and the outer cover shall be washed internally and externally. All excess water shall be removed from the bin area on completion of the work.
- 7.12.4 The Provider shall ensure on completion of any work that the Rural Litter Bins are left securely locked.
- 7.12.5 The Provider shall replace damaged, faulty or vandalised Rural Litter Bins within one week of either the Provider identifying the damaged, faulty or vandalised bins, or being made aware of such bins by the Authority or another party.
- 7.12.6 The Provider shall supply and install new Rural Litter Bins at the request of the Authority's Representative who will indicate the location of the new bin. The annual maximum number of new bins that may be requested by the Authority in any one year without being considered as an Authority Change is 1% of the number of extant Rural Litter Bins.
- 7.12.7 The Provider shall relocate Rural Litter Bins within the Contract Area at the request of the Authority. The annual maximum number of bin relocations requested by the Authority may be 1% of the number of existing bins in any one year.

7.13 SABC Collection Services

- 7.13.1 Upon direction by the Authority's Representative, the Provider shall implement the procedure defined in Schedule 43 (SABC Collection Protocol) in accordance with Good Industry Practice to develop proposals to integrate Collection services in SABC into the extant Collection Services.
- 7.13.2 If the Provider's proposals are accepted by the Authority in accordance with the procedure set out in Schedule 43 (SABC Collection Protocol), the proposals shall be implemented from the SABC Collection Date through an Authority Change procedure in accordance with Clause 55.1, with the Unitary Charge adjusted in accordance with Schedule 37 (Unitary Charge Adjustment Protocol).

8. Household Recycling Centre Services

8.1 Summary of Service Requirement

8.1.1 The Provider shall obtain all Necessary Consents (subject to clause 19.3 (Consents and Planning Approval)), develop, manage and operate HRC Services at six Household Recycling Centres, as set out in this Specification.

8.2 Service Requirements

8.2.1 The Provider shall:

- i. manage, operate and maintain HRC Sites in accordance with this Specification;
- ii. receive Household Waste directly delivered by Customers in compliance with the Authority's HRC Permit system;
- iii. provide facilities for the segregation of Contract Waste, and segregating Contract Waste, as appropriate;
- iv. transport segregated Waste for Re-use, Recycling, Composting, Treatment, and or disposal as appropriate;
- v. provide facilities for the segregation of Waste Electrical and Electronic Equipment (WEEE), and liaising with the WEEE Contractor, as specified,
- vi. receive, manage and disposal of Hazardous Household Waste delivered to or arising from HRC Sites,
- vii. operate the Mobile HRC Service

8.3 Number, Location and Type of Facilities

8.3.1 At all times, there shall be continuity of HRC Services at each location (Bridgnorth, Craven Arms, Ludlow, Oswestry, Shrewsbury, Whitchurch).

8.3.2 From the Services Commencement Date, the Provider shall take over and continue operation of the existing HRC Sites at:

- Battlefield Enterprise Park, Shrewsbury
- Craven Arms Business Park off Long Lane, Craven Arms
- Maesbury Road, Oswestry
- Waymills Civic Park, Whitchurch
- Coder Road Amenity and Recycling Centre, Ludlow

8.3.3 The Provider will not be responsible for the operation of the existing HRC Site or managing Waste arising from Barnsley Lane, Bridgnorth up to and including 14th February 2009.

8.3.4 The Provider shall be responsible for the provision of HRC Services within the administrative boundary of Bridgnorth District Council in accordance with this paragraph 8 from 15th February 2009 through the provision of a new Bridgnorth HRC or otherwise.

8.3.5 The Bridgnorth HRC shall be required to be operational no later than 48 months following the date at which the Authority grants the Provider a lease in respect of the Bridgnorth HRC Site. The Provider shall implement the development of the Bridgnorth HRC Site in accordance with Schedule 18 (Bridgnorth IWMF Protocol).

- 8.3.6 In the event that the Authority does not grant the Provider a lease in respect of the Bridgnorth HRC Site on or before 1st October 2009, the provisions of clause 55.2 (Authority Change) shall apply.
- 8.3.7 The Provider shall be responsible for provision of interim arrangements for the provision of HRC Services in Bridgnorth between 15th February 2009 and the date at which the Bridgnorth HRC becomes Available.
- 8.3.8 The Provider shall develop and operate a new HRC Site in Oswestry, as a replacement for the existing HRC Site at Maesbury Road, Oswestry, as set out in the Provider's Proposals, to be operational from 1st April 2009.
- 8.3.9 The Provider shall provide a supervised Mobile HRC Service at the locations and frequency as detailed in the SDP.
- 8.3.10 Each HRC Site shall remain operational during construction or refurbishment works. Where it becomes necessary to close part of the site temporarily for the health and safety of the public, suitable alternative provision at the existing HRC Site, or a suitable alternative location, shall be made to the satisfaction of the Authority's Representative. The public shall be notified at least six weeks in advance of the alternative arrangements by notices placed on site and published in the local newspapers. In any event, temporary closures of any part of a HRC Site shall not exceed one month.

8.4 Opening Hours and Availability

- 8.4.1 HRC Sites (other than the Coder Road Amenity and Recycling Centre, Ludlow) shall be Available to receive Household Waste from Customers in accordance with the requirements of all Legislation, Necessary Consents and in accordance with the Health & Safety Plan between the following Opening Hours:
- From 1st March to 31st October:
 - Monday to Saturday 9.00 am to 7.00 pm
 - Sunday & Public Holidays 9.00 am to 6.00 pm
 - From 1st November to 28th February:
 - Monday to Saturday 9.00 am to 5.00 pm
 - Sunday & Public Holidays 9.00 am to 5.00 pm
 - The HRC Sites are closed on Christmas Day, Boxing Day and New Year's Day.
- 8.4.2 The Coder Road Amenity and Recycling Centre, Ludlow shall be Available to receive Household Waste from Customers in accordance with the requirements of all Legislation, Necessary Consents and in accordance with the Health & Safety Plan between the following Opening Hours:
- Tuesday to Friday 12.00 pm to 8.00 pm
- 8.4.2A The Provider shall be relieved of its obligations pursuant to paragraph 8.4.1 in respect of the HRC Site located at Maesbury Road, Maesbury Road Industrial Estate, Oswestry in the event that the Provider is unable to comply with the Health and Safety Plan due to an obligation or right imposed on the Provider under the relevant Lease.
- 8.4.3 Wherever practicable, the Provider will be expected to perform maintenance, servicing and cleaning of Equipment and plant outside these Opening Hours to minimise disruption to the HRC Services.
- 8.4.4 HRC Sites shall meet the following requirements during the HRC Opening Hours:

- the HRC Site shall be capable of receiving, treating and processing all Contract Waste required to be delivered to the HRC Site;
- the required number of employees necessary for the safe and efficient operation of the HRC Site shall be present and available to carry out their allocated tasks;
- the required fixed plant and mobile plant necessary for the safe and efficient operation of the HRC Site shall be available and in a satisfactory operating condition to perform its function;
- sufficient storage capacity for Contract Waste shall be available to ensure smooth, continuous operation of the HRC Site without unreasonable delay to Customers delivering Contract Waste to the HRC Site;
- any services or utilities necessary for the operation of the HRC shall be ready and available for use;
- all building structures, facilities, materials, fixed and mobile plant shall be in a condition that will allow safe operation of the HRC Site ;
- all necessary environmental controls shall be in place and in a condition that will allow the HRC Site to be operated in compliance with the environmental standards of this Specification,
- all necessary back up and Emergency arrangements shall be in place in readiness to allow the continued operation of the HRC Site.

8.4.5 The Provider's Contingency Plan, included in the SDP, shall include details of alternative arrangements, should any of the HRC Sites in routine use for the purposes of this Contract have to close or otherwise be Unavailable for any reason. The Provider shall be responsible for any additional costs incurred as a result of any such temporary closures.

8.5 Operating Requirements

8.5.1 The Provider's SDP shall include detailed proposals as to how the HRC Sites will be managed and operated, including but not limited to the requirements listed in paragraph 8.5.2.

8.5.2 The Provider shall operate the HRC Sites to promote ease of their use by Customers, including but not limited to the following measures:

- i. logical and clearly-defined site layout,
- ii. clear and unambiguous signage for directing traffic and pedestrians using the HRC Sites. Any signs or notices erected at the HRC Sites shall be of a suitably durable material. Such signs shall be maintained such that they are legible, Signs should not be handwritten.
- iii. access control and advice at the site entrance,
- iv. traffic circulation to minimise the need to reverse, information notices for Customers that demonstrate the environmental and economic benefits of recycling and Waste management (including the percentage Recycling/Composting rate and Tonnage collected in the previous month and year to date,
- v. sufficient queuing space and car parking so as not to adversely impact on traffic outside the HRC Sites on public highways. The SDP should include a Traffic Management Plan detailing the Provider's measures for minimising queuing and turnaround times at all HRC Sites.
- vi. adequate parking and provision for queuing at peak periods,

- vii. segregation of Customer traffic from service and collection vehicles,
- viii. provision for safe use by pedestrians,
- ix. helpful, proactive and adequate site supervision with sufficient employees, "meeting and greeting" Customers,
- x. sufficient facilities for the reception of the Contract Waste such that capacity is available to receive the Contract Waste types listed in paragraph 8.6 during all Opening Hours,
- xi. safe, clean and practicable environment with minimal distances required for lifting and carrying materials to Waste receptacles,
- xii. innovative and attractive storage facilities,
- xiii. from 6 months following the Services Commencement Date, provision and maintenance in good working order of CCTV facilities to monitor activities at all times (ie on a 24 hour/day basis) on each Site. The Provider shall be responsible for making arrangements for the monitoring of CCTV images including storage of video footage for no less than 90 days, to be made available to the Authority on demand,
- xiv. a site office serviced by electricity, water supply, telephone and sewerage,
- xv. safe and secure area for deposit of Household Hazardous Waste,
- xvi. any other facilities as may be dictated by the Waste Management Licence for each Site or relevant Legislation,
- xvii. adequate lighting;
- xviii. measures to minimise energy use and promote high levels of energy efficiency;
- xix. a good standard of site landscaping, to be maintained. The Provider shall maintain grass to a length of not more than 100mm, prune overhanging vegetation, undertake weeding as required (including killing pernicious weeds).
- xx. evidence of good practice in sustainable construction;
- xxi. any other facilities as may be dictated by the Waste Management Licence.

8.5.3 The Provider shall seek to standardise the facilities and methods of working provided at all HRC Sites, to provide the same high level of service across the Contract Area.

8.5.4 The Provider shall be responsible for undertaking all refurbishment and maintenance activities required to deliver and maintain the specified levels of performance at HRC Sites.

8.5.5 The Provider shall provide adequate first aid facilities and an appropriately qualified first aider for treatment of site employees and the public at each HRC Site when the site is operational.

8.5.6 The public shall be in no doubt that the HRC Sites are hazardous places and appropriate warning signs and information notices shall be displayed in the site office and at other locations on site. Children and pet animals must not be permitted to leave vehicles or to enter the HRC Site unaccompanied.

8.5.7 The Provider shall display instructions for the public for the correct methods and locations of disposal.

8.5.8 Customers should be encouraged to segregate Recyclable Materials and Green Waste. The Provider shall provide clear lists of permitted and excluded materials for each category shall to prevent contamination and to maximise the value of Recyclable Materials.

8.6 Segregation of Waste

8.6.1 The Provider shall endeavour to maximise Re-Use, Recycling, Composting and Recovery of Contract Waste delivered to HRC Sites regardless of the direct financial value of those materials.

8.6.2 Unless otherwise instructed by the Authority the Provider shall be required to provide capacity to segregate the following list of Contract Waste types for Re-Use, Recycling, Composting or Recovery as set out below.

- Green Waste
- scrap metal
- WEEE – a: large household appliance other than cooling appliances
- WEEE – b: cooling appliances containing refrigerants (fridges and freezers)
- WEEE – c: display Equipment (TVs and monitors)
- WEEE – d: gas discharge lamps (fluorescent tubes)
- WEEE – e: all other WEEE
- green, brown, flint (clear) glass
- paper
- ferrous and non-ferrous cans
- plastic
- textiles & shoes
- Waste oil
- batteries
- card
- materials for Re-Use
- timber
- Rubble
- Hazardous Household Waste
- tyres

8.6.3 The Provider shall provide safe and temporary arrangements for storage of Re-usable materials, Recyclable Materials, Green Waste and Recovered materials when containers are full or being serviced. Recyclable Materials or Green Waste shall not be placed in containers for Residual Waste at any time unless agreed in advance by the Authority.

8.6.4 The Provider shall actively seek potential markets for Re-usable materials, Recyclable Materials, and be responsible for the marketing and transportation of all Contract Waste from the Site.

8.6.5 The Provider's SDP shall include a list of destination facilities for each of those Contract Waste types listed above.

Used Engine Oil

- 8.6.6 For each applicable Site, the Provider shall maintain a tank for used engine oil to a design approved by the Environment Agency and the Authority.

WEEE

- 8.6.7 The Provider shall comply with the relevant provisions of the “Code of Practice for the collection of WEEE from Designated Collection Facilities” published by the Department of Trade and Industry in February 2007.
- 8.6.8 The Provider shall use reasonable endeavours to prevent mixing WEEE with other Contract Waste.
- 8.6.9 The Provider shall ensure that all appliances, particularly freezers and refrigerators, disposed of at the HRC Sites are stored securely, tidily, safely and in accordance with national guidance.
- 8.6.10 The Provider shall ensure that all domestic refrigerators and freezers delivered to the HRC Sites are preserved intact until they are removed from the HRC Sites by the WEEE Contractor.
- 8.6.11 The Provider shall remove all the contents and trays of refrigerators and freezers, and secure the refrigerators and freezers prior to further transportation.
- 8.6.12 The Provider shall liaise with the WEEE Contractor regarding the collection of WEEE from HRC Sites to ensure adequate capacity is available at all times. The WEEE Contractor shall be required to remove WEEE from each Site on reasonable notice which will be notified to the Provider. The Provider shall ensure that reasonable and safe access is available to the WEEE Contractor to remove WEEE and replace containers.
- 8.6.13 Containers for WEEE, where required, will be provided by the WEEE Contractor. The Provider shall ensure that, so far as is reasonably practicable, WEEE containers must be full before being collected.

Green Waste

- 8.6.14 The Provider shall designate specific containers for Green Waste, unless notified otherwise by the Authority.
- 8.6.15 The Provider shall ensure that the material placed in the container designated for Green Waste is acceptable for Composting. The Provider shall ensure that contamination is kept to a minimum.
- 8.6.16 The Provider shall arrange for the prompt removal of any full Green Waste container from the Site. Full containers shall not be stored on site for periods in excess of 24 hours.

Lead Acid Batteries

- 8.6.17 Lead acid batteries shall be stored in a secure leak-proof container at all times. The leak-proof container must be provided with a cover to prevent ingress of rainwater.

Hazardous Household Waste

- 8.6.18 The Provider shall accept and handle Hazardous Household Wastes (HHW) at each Site, other than where Necessary Consents prohibit the receipt of such materials. Upon receipt of such Waste the Provider shall make arrangements for appropriate segregation, storage, treatment and disposal of the Waste.
- 8.6.19 The Provider shall provide at all HRC Sites for the reception and storage of HHW, including asbestos, at all HRC Sites.

8.6.20 The Provider will be responsible for the treatment and or disposal of HHW.

Abandoned Vehicles

8.6.21 In the event of any vehicle being abandoned at or immediately outside an HRC Site, the Provider shall immediately advise the Authority and shall not remove any fittings from the vehicle.

8.7 Employees

8.7.1 The Provider's SDP shall include details of the staffing levels that are proposed for HRCs.

8.7.2 Numbers of employees will be determined by the Provider taking into account the Tonnage at the site, number of Customers and segregation of Waste containers at the site. employee levels shall comply with the SDP. A minimum of two employees shall be present on each HRC Site during all Opening Hours.

8.7.3 Sufficient employees must be provided to ensure the HRC Sites are not misused for disposal of Commercial Waste and Industrial Waste and to ensure traders seeking to deposit such Waste are diverted to legitimate disposal facilities.

8.7.4 The Provider shall require its employees at all times while engaged in the provision of the Services at the HRC Sites to be properly and presentably dressed in suitable uniforms, work wear, protective and reflective clothing approved by the Authority so that they are recognisable and easily visible. Staff shall wear identification badges at all times.

8.7.5 employees shall be proactive in greeting Customers, assisting with queries and encouraging Re-Use, Recycling, Composting and Recovery wherever possible. employees should direct Customers to use specified containers wherever possible.

8.7.6 All employees, whether permanent or temporary shall be trained in all aspects of operational procedures, site licence requirements and customer care.

8.8 Permit Scheme

8.8.1 A Permit Scheme exists to prevent Non-Contract Waste entering the HRC Sites. The Authority shall maintain and administer the issuing of permits to residents of Shropshire. The Provider shall manage the entry of vehicles at all HRC sites in compliance with scheme. The Provider may implement an alternative scheme to achieve equal or improved results for preventing trade Waste entering the HRCs subject to acceptance of the scheme by the Authority.

8.8.2 If requested by the Authority's Representative, the Provider shall monitor vehicles and record number plates as requested by the Authority's Representative.

8.8.3 The Provider may also be required to administer a scheme at selected HRC Sites, as directed by the Authority's Representative, to identify residents of Shropshire, and shall only allow residents complying with the requirements of the scheme to deposit Contract Waste at the relevant HRC Site.

8.9 Mobile HRC Services

8.9.1 The Provider shall provide Mobile HRC services as set out in the SDP. As a minimum requirement, the level of service shall be no less than that in existence at the Services Commencement Date without the prior approval of the Authority's Representative.

8.9.2 The Provider shall provide Mobile HRC Services which shall accept only Household Waste and the Provider shall prevent misuse of the facilities by Commercial Waste depositors.

8.9.3 Mobile HRCs and Community Skips shall be supervised at all times

- 8.9.4 Separate Receptacles shall be provided for the collection of Residual Waste and Green Waste.
- 8.9.5 The Provider shall provide sufficient Receptacles for the reception and segregation of the Waste, with suitable, safe access for pedestrians. Appropriate locations for the service shall be selected to ensure there are no adverse impacts on traffic flows and there are no adverse residual impacts on the environment.
- 8.9.6 Suitable arrangements shall be made to allow safe and secure contingency containment of flammable, toxic or other hazardous materials.
- 8.9.7 The Provider shall establish services that are regular and consistent in terms of days of the week and or month. Information on service times and on the use of the facilities shall be supplied to each household covered by the service by appropriate means and with reasonable notice of at least 2 weeks. Clear lists of permitted and excluded materials shall be provided to prevent contamination and to maximise the value of Recyclable Materials.
- 8.9.8 Site employees shall be readily identifiable, in a suitable uniform and should be proactive and available to assist the public promptly as required. Numbers of employees will be determined by the Provider taking into account Tonnages received, number of site users and segregation of Waste containers.

9. Contract Waste Reception and Transfer Services

9.1 Summary of Service Requirement

9.1.1 The Provider shall obtain all Necessary Consents (subject to clause 19.3 (Consents and Planning Approval)), develop, manage and operate Delivery Points to receive Contract Waste, and transfer all collected Contract Waste for Re-use, Recycling, Composting, Treatment or disposal, as set out in this Specification.

9.2 Service Requirements

9.2.1 The Provider shall:

- i. provide and operate Delivery Points within the administrative area of each District to receive Street Cleansing Waste delivered by the relevant District;
- ii. provide and operate a Delivery Point within the administrative area of SABC to receive Recyclable Materials, Green Waste (up to 31st March 2010), Mixed Compostable Waste (from 1st April 2010), Residual Waste and Street Cleansing Waste collected by SABC;
- iii. transport all Contract Waste delivered by Districts to Delivery Points or appropriate facilities for Re-use, Recycling, Composting, Treatment or disposal;
- iv. transport all Contract Waste collected by the Provider to appropriate facilities for Re-use, Recycling, Composting, Treatment or disposal;
- v. weigh Contract Waste (other than Waste for Re-use and WEEE which shall be given a deemed weight in accordance with Good Industry Practice);

9.3 Opening Hours and Availability

9.3.1 A Delivery Point within each District area (or a Contingency Delivery Point as the case may be) shall be Available to receive Street Cleansing Waste from Districts and Contract Waste from SABC in accordance with the requirements of all Laws, Necessary Consents and in accordance with the Health & Safety Plan between the following Opening Hours:

- From 1st March to 31st October:
 - Monday to Saturday 8.00 am to 7.00 pm
 - Sunday & Public Holidays 8.00 am to 6.00 pm
- From 1st November to 28th February:
 - Monday to Saturday 8.00 am to 5.00 pm
 - Sunday & Public Holidays 8.00 am to 5.00 pm
- The Delivery Points (or Contingency Delivery Points as the case may be) are not required to be Available on Christmas Day, Boxing Day and New Year's Day.

9.3.2 Small quantities of Street Cleansing Waste may be delivered outside normal working hours for treatment and disposal or for temporary storage prior to treatment and disposal. The Provider may use the HRC Sites for temporary storage of Street Cleansing Waste outside normal working hours seven days per week, subject to the relevant Waste Management Licence conditions.

9.3.3 Subject to Necessary Consents the Provider will, on 2 hours' notice from the Authority, make available the Delivery Points for an additional 1 hour at the end of the Opening

Hours to deal with unforeseen delays in the delivery pattern of Contract Waste collection vehicles. The Provider will be reimbursed for such additional opening in accordance with the Emergency Services Payment included in Schedule 7a (Payment Mechanism).

- 9.3.4 The Provider shall upon 4 hours' notice from the Authority provide access to Delivery Points outside the Opening Hours in response to an extraordinary event that is not an Emergency... The Provider will be reimbursed for such additional opening in accordance with the Emergency Services Payment included in Schedule 7a (Payment Mechanism).
- 9.3.5 Wherever practicable, the Provider will be expected to perform maintenance, servicing and cleaning of Equipment and plant outside these Opening Hours to minimise disruption to the Services.
- 9.3.6 Delivery Points shall be capable of receiving, treating and processing all Contract Waste required to be delivered to the Delivery Point.
- 9.3.7 The required number of employees necessary for the safe and efficient operation of the Delivery Point shall be present and available to carry out their allocated tasks.
- 9.3.8 The required Mobile Plant necessary for the safe and efficient operation of the Delivery Point shall be available without defects and in a satisfactory operating condition to perform its function.
- 9.3.9 The required fixed plant necessary for the safe and efficient operation of the Delivery Point shall be available without defects and in a satisfactory operating condition to perform its function.
- 9.3.10 Sufficient storage capacity for Contract Waste shall be available to ensure smooth, continuous operation of the Delivery Point without unreasonable delay to Customers delivering Contract Waste to the Delivery Point.
- 9.3.11 Any services or utilities necessary for the operation of the HRC shall be ready and available for use.
- 9.3.12 All building structures, facilities, materials, fixed and Mobile Plant shall be in a condition that will allow safe operation of the Delivery Point.
- 9.3.13 All necessary environmental controls shall be in place and in a condition that will allow the Delivery Point to be operated in compliance with the environmental standards of this Schedule 2 (Specification).
- 9.3.14 All necessary back up and emergency arrangements shall be in place in readiness to allow the continued operation of the Delivery Point.

9.4 Waste Reception Arrangements

- 9.4.1 NOT USED
- 9.4.2 The Provider shall take all reasonable steps to ensure that only persons authorised in accordance with the Contract enter the Delivery Point(s). All vehicles and persons within the Delivery Point(s) will, for operational purposes, be subject to the directions of the Provider who shall ensure that such vehicles and persons comply with the requirements of the Contract and that they exercise all due care.
- 9.4.3 The Provider shall ensure that Delivery Points (or Contingency Delivery Points as the case may be) shall be capable of receiving Contract Waste regardless of weather conditions.
- 9.4.4 The Provider shall ensure that Delivery Points have sufficient lighting to allow safe operation during the hours of darkness.
- 9.4.5 The Provider shall ensure that Waste reception areas for Contract Waste have adequate traffic control, safety barrier systems and signage.

- 9.4.6 The Provider shall ensure that only Authorised Vehicles are allowed to unload Contract Waste at Delivery Points.
- 9.4.7 Subject to paragraph 9.5.2, all vehicles delivering Contract Waste shall be weighed in and out of the Delivery Points. The weighbridges shall include an electronic system for recording Contract Waste.
- 9.4.8 The Provider's SDP shall include provisions for the appropriate treatment of any vehicles and/or Contract Waste arriving at Delivery Plan with smouldering loads or otherwise presenting a risk of fire.

9.5 Weighbridges and Waste records

- 9.5.1 All Waste received at Delivery Points shall be weighed by means of weighbridges. The Provider shall weigh in and weigh out individual loads of these Wastes to obtain a net weight, unless otherwise agreed with the Authority Representative to use agreed tare weights for the vehicles. The Provider shall not receive any payment for the processing of any Waste not supported by an audit trail agreed with the Authority.
- 9.5.2 In the event of a breakdown of any weighbridge installation, a valid and auditable manual recording system, in accordance with the Service Delivery Plan, shall be immediately instigated and maintained until the weighbridge is again in normal operation. In operating the weighbridge installations the Provider shall have regard to all relevant legislation, including the obligations of the Duty of Care Code of Practice March 1996 issued under Section 34 of the EPA.
- 9.5.3 The weighbridge system shall issue weighbridge tickets generated from secure computerised records and the system shall have been authorised by an inspector as fit for use in accordance with Section 11 of the Weights and Measures Act 1985. Weighbridges shall be appropriately calibrated, tested and independently certified at least annually.

9.6 Vehicle Turnaround Time

- 9.6.1 The Provider shall ensure that all vehicles using the Delivery Point are unloaded and dispatched safely and promptly.
- 9.6.2 The Provider shall ensure that capacity is available to accommodate up to 2 vehicles delivering Street Cleansing Waste to each Delivery Point at all times during the Opening Hours. The available vehicle capacity is defined as the design capacity for accommodation of vehicles delivering Contract Waste within the Delivery Point between the entry and exit weighbridges at any one time, measured as a number of vehicles.
- 9.6.3 The Provider shall ensure that capacity is available to accommodate up to 4 SABC vehicles delivering Contract Waste to the relevant Delivery Point(s) at all times during the Opening Hours.
- 9.6.4 All vehicles shall be weighed in and out of the Delivery Points. In the event of a queue of collection vehicles occurring at the entrance weighbridge, which results in a complaint from a driver, the Provider shall record the time and nature of the complaint in the Site Diary. The Provider shall maintain sufficient records of the numbers of vehicles on site at any one time to demonstrate that over the period that the complaint was made, the stated available vehicle capacity was available and in use.
- 9.6.5 The Provider shall ensure that the turnaround time for any Districts vehicle delivering Contract Waste to any Delivery Point shall not exceed 15 minutes.
- 9.6.6 The Provider shall record the time of arrival of all vehicles at the Delivery Point entrance weighbridge to the time of departure from the exit weighbridge. The turnaround time shall be calculated from the time of arrival of an Authorised Vehicle at the Delivery Point entrance weighbridge to the time of departure from the exit weighbridge at the Delivery Point.

9.7 Waste Transport

- 9.7.1 The Provider shall ensure that Contract Waste is transported in accordance with Good Industry Practice.
- 9.7.2 The Provider's SDP shall include a Transport Plan which shall aim to minimise mileage of vehicles transferring waste and avoid sensitive routes and congestion.
- 9.7.3 The Provider shall execute all operations necessary for receiving and transferring Contract Waste safely with the maximum reasonable speed.
- 9.7.4 The Provider shall ensure that all drivers and other operatives are suitably trained and qualified for their tasks.
- 9.7.5 The Provider, acting reasonably, shall ensure that all vehicles, containers and trailers used by the Provider for the performance of the Service are kept in a clean and presentable condition.
- 9.7.6 Should any spillage occur during transit, the Provider shall use all reasonable endeavours to clear the spillage as soon as reasonably practicable. In the event that the Authority clear the spillage, the Provider shall reimburse the Authority, on demand, a sum equal to all costs incurred by the Authority in the clearance and disposal of such spillage.

9.8 Contingency Delivery Points

- 9.8.1 The Provider's Contingency Plan, included in the SDP, shall include adequate arrangements to divert vehicles delivering Contract Waste away from a given Delivery Point to a Contingency Delivery Point in the cases of planned and unplanned maintenance, plant breakdown, when storage capacity is exhausted, and also where there is an emergency or other such incident. The diversion procedures and Contingency Delivery Points shall be identified in advance in the Service Delivery Plan.
- 9.8.2 The Provider shall supply the Authority, on an annual basis by no later than 31st March each year, details of the duration, commencement time and frequency of any planned maintenance for the next 12 months. Notwithstanding this requirement, the Provider shall give a minimum of 12 weeks' notice of any closures or changes to the operation of a Delivery Point as a result of planned maintenance. Planned shutdown of Delivery Points shall not take place during the week before and week after Christmas Day.
- 9.8.3 The Authority shall be notified within one hour of any need to divert collection vehicles to Contingency Delivery Points together with the anticipated period of time that such a diversion shall be in place. The Provider should note that such diversions have the potential to cause considerable disruption to the operation of the Collection services and any additional costs incurred by third parties delivering Contract Waste other than those doing so on behalf of the Provider shall in all circumstances be recovered from the Provider by the Authority in accordance with the Contract.

10. Re-use, Recycling and Composting

10.1 Summary of Service Requirement

10.1.1 The Provider shall manage or procure the Re-use of suitable Contract Waste, the Recycling of Recyclable Materials and the Composting of Compostable Waste collected by the Provider, delivered by SABC and/or segregated at HRC Sites.

10.2 Service Requirements

10.2.1 The Provider shall:

- i. Compost Green Waste segregated at HRC Sites;
- ii. Compost Green Waste and/or Mixed Compostable Waste collected by the Provider from kerbside schemes or delivered to the Provider by SABC (from 1st April 2010);
- iii. develop an In-Vessel Composting Facility in accordance with Schedule 45 (IVC Development Protocol);
- iv. secure markets for Compost;
- v. secure markets for Recyclable Materials segregated at HRC Sites, collected by the Provider or delivered by SABC.

10.3 Re-use

10.3.1 The Provider shall ensure that all Contract Waste which is Re-Used is legal and fit for its intended purpose.

10.3.2 The Provider shall provide an audit trail for all Re-Used materials.

10.4 Recycling

10.4.1 The Provider shall arrange for the sale of Recyclable Waste and transportation to the Reprocessor. Wherever possible, the Provider shall use local markets.

10.4.2 Evidence of the Tonnage of material recovered for recycling will have to be produced in order to justify payment and to contribute to meeting Contract Targets.

10.4.3 The Provider shall identify the Reprocessors proposed in the SDP, and those used in Monthly Reports. The Provider shall submit details of any proposed changes to the identity or associated arrangements with Reprocessors of Recyclable Waste to the Authority's Representative.

10.5 Composting

10.5.1 All Composting Facilities shall be designed and operated to produce a product in accordance with BSI Publicly Available Standard 100 (PAS 100) 2005.

10.5.2 The Provider shall comply with the provisions of Schedule 45 (IVC Development Protocol) and, if appropriate, design, build, finance and operate an In Vessel Composting Facility.

10.5.3 The Provider shall ensure that the Composting process is thoroughly controlled to minimise pollution to air, land and water courses, using pollution prevention methods set out in the SDP.

10.5.4 The Provider shall make every effort to ensure Waste Residues from Composting Facilities are Re-Used or Recycled before final disposal is considered.

- 10.5.5 The Provider shall be responsible for the transportation, treatment and disposal of all Composting residues, liquid, gaseous or solid, arising from Composting Facilities.
- 10.5.6 The Provider shall be responsible for marketing or utilisation of the Compost produced and may therefore design and operate the Composting Facility to give a variety of products, including soil improver, mulch and growing medium to suit market forces.
- 10.5.7 Any product that requires to be disposed of to Landfill as Waste shall not count towards the Contract Diversion Target or the Contract Recycling and Composting Target.
- 10.5.8 The Provider shall employ Composting Facilities which are capable of accepting the range of Green Waste and Mixed Compostable Waste which will be collected by or delivered to the Provider
- 10.5.9 The Provider shall provide for regular sampling, analysis and growing trials of compost produced. Testing against defined quality standards shall be undertaken at least monthly. These may be carried out by the Provider on-site or sub-contracted to identified experienced laboratories or compost testing facilities. The methodology for demonstrating the maturity of the compost product should be an established and proven method.
- 10.5.10 Any In Vessel Compost Facility shall comply with the requirements of the EU Animal By-Products Regulations 2002 and its subsequent Amendments and Environment Agency guidance for the quality and use of compost.

11. Waste Treatment Services

11.1 Summary of Service Requirement

11.1.1 The Provider shall design, build, finance and operate a Waste Treatment Facility or Facilities to divert Contract Waste and BMW from Landfill in order to meet the Contract Targets.

11.2 Service Requirements

11.2.1 The Provider shall:

- i. make provision for Treatment and disposal of all Contract Waste not Recycled, Composted or Diverted from Landfill including all process residues or reject fractions; and
- ii. design, build, finance and operate a Waste Treatment Facility or Facilities by 1st April 2013 as set out in the Provider's Proposals.

11.3 Opening Hours and Availability

11.3.1 Subject to clause 10.13 of this Contract, the Waste Treatment Facility shall be Available from 1st April 2013 to receive Contract Waste for Treatment in accordance with the requirements of all Laws, Necessary Consents and in accordance with the Health & Safety Plan between the following Opening Hours:

- From 1st March to 31st October:
 - Monday to Saturday 8.00 am to 7.00 pm
 - Sunday & Public Holidays 8.00 am to 6.00 pm
- From 1st November to 28th February:
 - Monday to Saturday 8.00 am to 5.00 pm
 - Sunday & Public Holidays 8.00 am to 5.00 pm
- The Delivery Points (or Contingency Delivery Points as the case may be) are not required to be Available on Christmas Day, Boxing Day and New Year's Day.

11.3.2 Wherever practicable, the Provider will be expected to perform maintenance, servicing and cleaning of Equipment and plant outside these Opening Hours to minimise disruption to the Services.

11.3.3 The Waste Treatment Facility shall be capable of receiving, treating and processing all Waste required to be delivered to the Waste Treatment Facility.

11.3.4 The required number of employees necessary for the safe and efficient operation of the Waste Treatment Facility shall be present and available to carry out their allocated tasks.

11.3.5 The required mobile plant necessary for the safe and efficient operation of the Waste Treatment Facility shall be available without defects and in a satisfactory operating condition to perform its function.

11.3.6 The required fixed plant necessary for the safe and efficient operation of the Waste Treatment Facility shall be available without defects and in a satisfactory operating condition to perform its function.

- 11.3.7 Sufficient storage capacity for Waste shall be available to ensure smooth, continuous operation of the Waste Management Facility without unreasonable delay to vehicles delivering Contract Waste to the Waste Treatment Facility.
- 11.3.8 The design capacity for accommodation of vehicles delivering Contract Waste within the Waste Treatment Facility.
- 11.3.9 Weighbridge and other recording Equipment shall be available and in an operating condition sufficient to satisfy the data recording requirements of this Specification.
- 11.3.10 Any services or utilities necessary for the operation of the Waste Treatment Facility shall be ready and available for use.
- 11.3.11 All building structures, facilities, materials, fixed and Mobile Plant necessary for the operation of the Waste Treatment Facility shall be without defects and in a condition that will allow safe operation of the Waste Treatment Facility.
- 11.3.12 All necessary environmental controls shall be in place and in a condition that will allow the Waste Treatment Facility to be operated in compliance with the environmental standards of this Specification.
- 11.3.13 All necessary back up and Emergency arrangements shall be in place in readiness to allow the continued operation of the Waste Treatment Facility.

11.4 Off-Take Contract

- 11.4.1 The Contractor shall deliver Contract Waste to the Off-Take Contract in accordance with the provisions of Schedule 33 (Off-Take Contract Protocol).

11.5 Interim Services

- 11.5.1 In the event of a planning delay, pursuant to clause 10.13 of the Contract the Contractor shall develop an Interim Services Plan in accordance with Schedule 34 (Interim Services Plan), and deliver Interim Services in accordance with the Interim Services Plan agreed with the Authority pursuant to that Schedule.

12. Waste Disposal Services

12.1 Summary of Service Requirement

12.1.1 The Provider shall dispose of Contract Waste that has not been Re-used, Recycled, Composted or Recovered.

12.2 Service Requirements

12.2.1 The Provider shall:

- i. From the Services Commencement Date, dispose of Residual Waste Collected from or arising at HRC Sites in the Borough of Oswestry and which is not subject to the provisions of paragraph 13 of this Specification;
- ii. From the Services Commencement Date up to and including 14th February 2009, deliver Residual Waste (excluding that referred to in i) above) Collected by the Provider, arising at HRCs or delivered to the Provider by Districts, excluding Clinical Waste and Hazardous Waste which shall be managed in accordance with the provisions of paragraph 13, to Landfill facilities designated by the Authority's Representative between 0800 and 1630 Monday to Friday (excluding public holidays) and 0800 to 1200 on Saturday;
- iii. From the 15th February 2009, dispose of all Residual Waste collected by the Provider, arising at HRCs or delivered to the Provider by Districts, and which is not subject to treatment in accordance with paragraph 11 or the provisions of paragraph 13 of this Specification, to Landfill facilities, set out in the SDP.

12.3 Landfill Facilities

12.3.1 The Provider shall provide or procure Landfill facilities able to accept materials and Tonnages within the relevant Contract Thresholds.

12.3.2 The Provider shall have or be able to procure Necessary Consents or agreements for guaranteed capacity to accept forecast Residual Waste quantities for a minimum of 5 years at any time throughout the Contract period. Within 5 years of the end of the Contract, the remaining capacity shall be the remaining life of the Contract plus 2 years.

12.3.3 The Provider shall operate or ensure that all Landfill sites are operated in accordance with the Necessary Consents and Good Industry Practice. The Provider shall ensure that all Landfill sites shall, for each year of the Contract, score an equal or a lower number of Operator and Pollution Risk Appraisal (OPRA) points, calculated as a rolling 5 year, than the average number of OPRA points in the previous 5 years, as published by the Environment Agency, unless the Landfill facility has attained a minimum score for the relevant type, throughput and location of the Landfill facility. If the minimum score is achieved, it shall be maintained for the duration of the Contract.

12.3.4 At the Expiry Date or the Termination Date the Provider shall retain ownership (if appropriate), liability and responsibility of all Landfill facilities provided or procured in accordance with this Contract.

12.3.5 In the event that the Landfill facilities designated by the Authority's Representative pursuant to paragraph 12.2.1(ii) do not meet the Delivery Point Availability Criteria (for the purpose of which such Landfill facilities shall be deemed to be a Delivery Point), the Provider shall Landfill the relevant Contract Waste in accordance with the SDP and shall be reimbursed in accordance with the provisions of Schedule 7a (Payment Mechanism).

13. Ancillary Services

13.1 Summary of Service Requirement

13.1.1 The Provider shall underake miscellaneous Ancillary Services as required from the Services Commencement Date, unless otherwise stated.

13.2 Service Requirements

13.2.1 The Provider shall:

- i. Collect Fly-Tipped Waste
- ii. Collect Clinical Waste from the Collection Contract Area;
- iii. dispose of Clinical Waste collected by the Provider or delivered to the Provider by SABC;
- iv. dispose of Hazardous Waste;
- v. Collect Bulky Household Waste;
- vi. manage the Recycling, treatment and/or disposal of WEEE in the event that the material is not picked up timeously by the WEEE Contractor;
- vii. provide Emergency Services as directed by the Authority's Representative;
- viii. operate and manage Street Cleansing Services for the District of South Shropshire, from the Service Commencement Date to 30th September 2012;
- ix. collect Contract Waste from schools, religious establishments and other premises covered by Schedule 2 of the Controlled Waste Regulations 1992, as directed by the Authority's Representative;
- x. collect Commercial Waste including bulky Commercial Waste which the relevant WCA has a duty to make arrangements to collect under section 45 (1) (b) of the EPA, as directed by the Authority's Representative;
- xi. collect Industrial Waste which the relevant WCA has a duty to make arrangements to collect under section 45 (2) of the EPA, as directed by the Authority's Representative.

13.3 Collection of Fly-Tipped Waste

13.3.1 The Provider shall remove the Fly-Tipped Waste using suitable Equipment within 24 hours or as otherwise instructed by the Authority's Representative. The Provider shall report all incidents and locations of fly-tipping to the Authority's Representative.

13.3.2 Whenever possible the Provider shall gather evidence/information relating to the possible source of the Fly-Tipped material and submit it to the Authority's Representative as soon as practicable. The Authority will undertake further investigation and follow up with enforcement should the information/evidence be sufficient.

13.3.3 The Provider shall monitor, record and supply all data necessary for the "Flycapture" national fly-tipping database, published by DEFRA.

13.3.4 The specific payment in respect of Fly-Tipped Waste set out in paragraph 5 of Schedule 7a (Payment Mechanism) shall relate to Collection of Fly-Tipped Waste only.

- 13.3.5 Collected Fly-Tipped Waste shall be Re-used, Recycled, Composted, Treated or disposed of in accordance with the relevant provisions of this Specification.

13.4 Collection of Clinical Waste

- 13.4.1 The Provider shall maintain the current Collection service for Clinical Waste from Customers within the Collection Contract Area. The service shall be provided using yellow plastic sacks and/or sharps boxes, and is required to be a separate collection from any others. The collection is carried out on a defined day of the week.
- 13.4.2 The service is an Assisted Collection and the Provider shall leave the same number of empty sacks and/or sharps boxes as he collects. Sacks are only to be Collected if they are properly presented.
- 13.4.3 The Provider shall be required to keep a record of the number of sacks and/or sharps boxes collected from each authorised site, and supply such information to the Authority Representative on a monthly basis.
- 13.4.4 The Provider shall make Collection separately using a non-compactor, closed vehicle operated by fully trained personnel and shall comply in every respect with Health and Safety Regulations, Clinical Waste Regulations, The Carriage of Dangerous Goods Regulations, 2002 and all relevant Codes of Practice and Guidance.
- 13.4.5 The Provider shall leave the same number of new sacks and/or sharps boxes as collected from each Customer.
- 13.4.6 Clinical collections shall be made upon instruction from the Authority. The Provider shall be responsible for maintaining the list of collections and relevant details, in compliance with the Data Protection Act.
- 13.4.7 The Provider shall provide and deliver the appropriate containers in sufficient numbers for the disposal of Clinical Waste, and these shall be delivered to the address on the instruction at least 14 days in advance of the Services Commencement Date to that property and as necessary thereafter.

13.5 Clinical Waste Disposal

- 13.5.1 Unless otherwise agreed by the Parties acting reasonably, the Provider shall provide a Delivery Point within the administrative area of SABC to receive Clinical Waste collected by SABC.
- 13.5.2 Clinical Waste collected by the Provider pursuant to paragraph 13.4 of this Schedule 2 (Specification) or delivered by SABC shall be transferred and disposed of in compliance with Good Industry Practice to a suitably-licensed Clinical Waste Treatment or disposal facility.

13.6 Hazardous Household Waste

- 13.6.1 It is the responsibility of the Provider to accept and manage Hazardous Household Waste (including Asbestos) collected by the Provider, delivered to the Provider by the Districts or segregated from the Waste stream by the Provider. Upon receipt or identification of such Wastes the Provider shall make arrangements for appropriate segregation, storage, treatment and disposal of the Waste and the Authority shall pay the Provider in accordance with paragraph 5 of Schedule 7a (Payment Mechanism).

13.7 Bulky Household Waste Collection

- 13.7.1 The Provider shall be responsible for the Collection, Re-use, Recycling, Treatment or disposal as appropriate of Bulky Household Waste as directed by the Authority within the Collection Contract Area.

- 13.7.2 The Provider shall maintain a schedule of available Collection days and times. The schedule shall provide Collection slots for Bulky Household Waste that may be assigned by the Authority for Bulky Waste Collections by the Provider in accordance with the SDP.
- 13.7.3 The Provider shall maintain adequate resources to provide Collection slots for Bulky Household Waste sufficient to facilitate all Collections of Bulky Household Waste within ten (10) Business Days of notification by the Customer to the Customer Service Centre.
- 13.7.4 The Authority will receive the request for a Bulky Household Waste collection at the Customer Service Centre and will assign a Collection slot for Bulky Household Waste.
- 13.7.5 The Provider shall undertake the Collection of Bulky Household Waste within the assigned slot.
- 13.7.6 The Provider shall segregate materials suitable for Re-use and Recyclable Materials wherever practicable and is encouraged to use the various county furniture schemes for the collection and separation of suitable materials in accordance with paragraph 10 of this Schedule 2 (Specification).
- 13.7.7 Any refrigerator or freezer or items containing CFCs or propellant gas shall be collected in a non-compactor vehicle and stored at a Designated Collection Facility for subsequent acceptance, treatment and disposal by the WEEE Contractor.
- 13.7.8 Any items which the Provider deems to be Hazardous Waste shall be dealt with and disposed of to a suitable disposal site.
- 13.7.9 The Provider shall be responsible for the collection of the WEEE component of Bulky Household Waste for storage at a Designated Collection Facility pending the subsequent collection, treatment and disposal by the WEEE Contractor.
- 13.7.10 The specific payment in respect of Bulky Household Waste Collection set out in paragraph 5 of Schedule 7a (Payment Mechanism) shall relate to Collection of Bulky Household Waste only.

13.8 WEEE

- 13.8.1 In the event that the WEEE Contractor does not collect WEEE in accordance with the "Code of Practice for the collection of WEEE from Designated Collection Facilities" published by the Department of Trade and Industry in February 2007, the Provider shall be responsible for the Re-use, Recycling, Treatment and disposal of WEEE, as appropriate. Payment will be in accordance with paragraph 5 of Schedule 7a (Payment Mechanism), except where the WEEE Contractor is a Provider-Related Party in which case the costs will be borne by the Provider.

13.9 Provision of Emergency Services

- 13.9.1 Pursuant to Clause Emergency Services shall be undertaken in accordance with paragraphs, 3.14, 9.3.3 and 9.3.4, to be reimbursed in accordance with the Emergency Services payment in paragraph 5 of the Payment Mechanism.

13.10 Street Cleansing Services

- 13.10.1 The Provider shall operate and manage Street Cleansing Services for the District of South Shropshire, from the Service Commencement Date to 30th September 2012 in accordance with the specification included in Schedule 39 (Street Cleansing Services).

13.11 Collections of Schedule 2 Waste, Commercial Waste and Industrial Waste

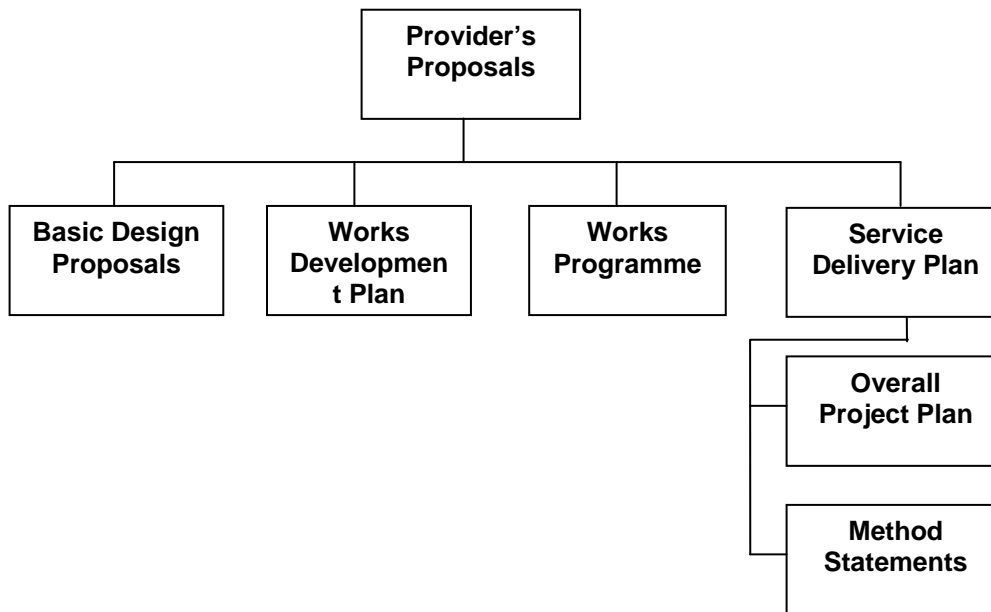
- 13.11.1 The Provider shall be responsible for the Collection of Schedule 2 Waste, Commercial Waste and Industrial Waste as directed by the Authority's Representative.

- 13.11.2 The Authority will retain responsibility for billing of Customers.
- 13.11.3 During the Contract, the Provider shall encourage Re-use, Recycling and Composting of Schedule 2 Waste, Commercial Waste and Industrial Waste and shall offer a Waste minimisation and Recycling service to the Provider's commercial customers.
- 13.11.4 Where the same vehicles are used to collect Schedule 2 Waste, Commercial Waste, Industrial Waste and/or other Household Waste, the Provider's SDP shall include details of an auditable system determining how the respective Waste types will be separately identified.
- 13.11.5 The Provider shall not collect Commercial Waste or Industrial Waste presented as Household Waste or items not intended for collection.
- 13.11.6 Any Schedule 2 Waste, Commercial Waste or Industrial Waste collected by the Provider shall be measured and reported separately.
- 13.11.7 Where Commercial Waste is being collected, as directed by the Authority's Representative, as a minimum, the Provider shall be required to carry out a two week collection, twice per annum for Commercial Waste only, to be weighed separately and recording the capacity of all Receptacles from which Commercial Waste is collected. This will be used to determine the average weight of Commercial Waste per litre capacity of Commercial Waste collections.
- 13.11.8 The Provider shall ensure that Household Waste is collected in priority over Commercial Waste and Industrial Waste.
- 13.11.9 The Provider shall obtain relevant Duty of Care declarations in respect of all Commercial Customers.
- 13.11.10 The Provider shall exchange Waste Transfer Notes for all Commercial Waste dealt with under the Contract and make available to the Authority's Representative if required.
- 13.11.11 The Provider shall not collect Hazardous Commercial Waste commingled with other Contract Waste.

Appendix A – Provider’s Proposals

1. Provider’s Proposals

1.1 The contents of Schedule 3 (Provider’s Proposals) are set out below.



1.2 The Provider shall set out within Schedule 3 (Provider’s Proposals) how the Integrated Waste Management Service shall be delivered, taking into account the following:

1.2.1 Basic Design Proposals

1.2.2 Works Development Plan

1.2.3 Works Programme

1.2.4 Service Delivery Plan

1.3 The Service Delivery Plan comprises the Overall Project Plan (the contents of which are set out in paragraph 6 of this Appendix A of Schedule 2) and the detailed Method Statements. The contents of the Method Statements are provided in paragraphs 7 to 18 of this Appendix A of Schedule 2, and in summary are:

- Method Statement 1 – not used
- Method Statement 2 – not used
- Method Statement 3 – Contract Management Services

- Method Statement 4 – Health and Safety and Welfare Management Services
- Method Statement 5 – Waste Minimisation, Education and Communication Services
- Method Statement 6 – Community Sector Integration Services
- Method Statement 7 – Collection Services
- Method Statement 8 – HRC Services
- Method Statement 9 – Contract Waste Reception and Transfer Services
- Method Statement 10 – Reuse, Recycling and Composting Services
- Method Statement 11 – Waste Treatment Services
- Method Statement 12 – Landfill Services
- Method Statement 13 – Ancillary Services

2. Basic Design Proposals

2.1 The **Basic Design Proposals** shall set out the basic design principles for each of the Project Facilities to be developed to deliver the Services. These shall include:

2.1.1 outline design drawings of the Project Facilities, including architectural long distant views for the ERF;

2.1.2 engineering specifications for the Project Facilities, including details as set out in paragraph 2.2 below.

2.2 Design for each Project Facility shall include;

2.2.1 The proposed approach to consulting with stakeholders;

2.2.2 The role and function of the facility within the overall delivery of the service, including how the proposed treatment solution fits with the Waste Hierarchy or Reduce, Reuse, Recycle, and the overall integrated waste management service;

2.2.3 A site plan and drawings showing the location, likely boundaries, means of access, a six figure Ordnance Survey grid reference, general appearance, visualisations, layouts, sections and elevations of the whole site and facilities within the boundary;

2.2.4 An outline schematic showing internal layout;

2.2.5 Total land requirements (hectares) and statement of land ownership (referenced against the site plan where applicable);

2.2.6 Proposals to demonstrate good practice in sustainable construction and for consultation with stakeholders;

2.2.7 Description of how each Facility shall be developed, commissioned and operated and fulfil its operating capacity;

2.2.8 Description of performance standards and how they are achieved;

2.2.9 Arrangements for :

2.2.9.1. Safety during construction and operation;

2.2.9.2. Signage and traffic control systems to ensure no vehicles which can reasonably be expected to use the facility under normal operating conditions will queue on the public highway (the HRC Site Traffic Management Plan).

2.2.9.3. Weighbridges ;

2.2.9.4. Inspection of incoming loads;

2.2.9.5. safe manoeuvring and discharge in the facility by refuse collection vehicles.

2.2.9.6. Continuity of Service in the event of breakdown, servicing or repair.

2.2.9.7. Waste storage capacity and contingency for plant downtime.

2.2.9.8. Vehicle storage;

2.2.9.9. Building and construction standards and finishes;

2.2.9.10. Use of re-used and recycled materials in building materials;

2.2.9.11. Fencing and security;

2.2.9.12. Drainage, including protection of ground and surface waters, impact on watercourses and assessment of flooding risk and incorporation of Sustainable Urban Drainage Systems (SUDS), where practicable;

2.2.9.13. Site lighting (external and internal);

2.2.9.14. Fire Protection and fire fighting equipment;

2.2.9.15. Building Services;

2.2.9.16. Maintenance requirements and consideration of whole life costs;

2.2.9.17. Energy use and efficiency;

2.2.9.18. Water use and efficiency;

2.2.9.19. Impact on biodiversity;

- 2.2.9.20. Impact on the historic landscape
- 2.2.9.21. Management of construction waste.
- 2.2.9.22. Cleaning and cleanliness standards of Facilities;
- 2.2.9.23. Methods and timing of analysing Contract Waste for information purposes only (the risk of changes in composition of Waste rests with the Provider);

2.3 Treatment Process

- 2.3.1 Specific process descriptions and flow diagrams for each process and Facility;
- 2.3.2 The total site capacity and a breakdown of individual capacities for each process (this shall demonstrate that this capacity is sufficient to deal with the materials identified in the mass balance sheets);
- 2.3.3 The source, breakdown and definition of the types of waste to be accepted and handled at each Waste Management Facility (including classification, e.g. hazardous, non-hazardous, special, etc.);
- 2.3.4 The nature, extent, management, classification and destination of process residues and products, including their contribution towards recycling, recovery and diversion targets respectively;

2.4 Plant and Equipment

- 2.4.1 List all plant and equipment and suppliers associated with the process and technical specifications, including hourly throughput;
- 2.4.2 The purpose of each item of equipment, the role it has in the process as a whole and where the operation of any item is dependent on another;
- 2.4.3 Details of any activities that are dependent upon that of another and the contingency arrangements for non-performance of a Facility that are in place to ensure continuous service;
- 2.4.4 The life expectancy of and a maintenance and replacement plan for each facility, building, piece of plant and equipment;
- 2.4.5 Maintenance standards, inspection schedules and structured maintenance plan;

2.5 Environmental Protection

- 2.5.1 Environmental protection including any monitoring systems and frequencies, reporting systems and environmental and nuisance abatement systems;
- 2.5.2 Description and quantified levels of all emissions from the facility, including, but not restricted to:

2.5.2.1. gaseous emissions to air (all figures should be converted to grammes per tonne), including as a minimum, but not limited to:

2.5.2.2. bio-aerosols and particulates;

2.5.2.3. emissions to water;

2.5.2.4. emissions to land;

2.5.3 Approach to the relevant regulatory operational/ licensing and permitting issues for each site including Certificates and authorisations in respect of each Waste Management Facility;

2.6 Operational Experience

2.6.1 Technology supplier(s), their experience in delivering and reference plants for all major process equipment and operations;

2.6.2 Previous experience, including reference plants, of the Bidder in the construction, operation and management of the facility. For each reference plant the Bidder shall include, as a minimum but not limited to:

2.6.2.1. detailed location;

2.6.2.2. primary feedstock and input waste types (if more than one feedstock is/ has been used then please indicate the percentage split);

2.6.2.3. details of technology suppliers for each major process equipment;

2.6.2.4. years in operation (both total and in commercial use);

2.6.2.5. facility capacity;

2.6.2.6. average operating throughput;

3. Works Development Plan

3.1 The Provider shall prepare a Works Development Plan for all Project Facilities to be provided for the Services, to include:

3.1.1 the tendering process and evaluation criteria when selecting sub-Contractors for any aspect of works;

3.1.2 methods for incentivising sub-Contractor(s) to meet set dates for completion;

3.1.3 details of proposed forms of Sub-Contract with confirmation that contractual arrangements are consistent fully with Standardisation of PFI Contracts guidance relating to step down arrangements ;

3.1.4 site details (introduction, location, size, land ownership control and availability);

- 3.1.5 plant & equipment to be installed;
- 3.1.6 details of any sub-Contractors and major suppliers;
- 3.1.7 planning approvals and building consents required;
- 3.1.8 site licences;
- 3.1.9 approach to and accordance with IPPC, where relevant;
- 3.1.10 availability of assignable warranties;
- 3.1.11 approach to site design;
- 3.1.12 methodology for assessment in accordance with BREEAM pursuant to paragraph [2.4.2] of this Schedule 2 (Specification).
- 3.1.13 specify planning and construction fall back and contingency arrangements;
- 3.1.14 design Contract Schedules and Specifications;
- 3.1.15 commissioning Tests and Ready for Use Criteria, including details of Independent Certifier(s) in accordance with Schedule 6 (Tests on Completion).

4. Works Programme

4.1 The Works Programme shall comprise a critical path analysis and appropriate Gantt charts, setting out the timetable for the obtaining of all Necessary Consents, and the design, building and/or refurbishing, financing, commissioning, and achievement of full operational status for the Services as a whole and the dates by which the Contract Targets shall be met.

4.2 The Works Programme shall include, as a minimum, the following information:

- 4.2.1 programme showing the achievement of Contract Performance Standards until Contract completion and, as a minimum, including the following activities:
- 4.2.2 implementation of any changes to the methods of waste collection ongoing immediately prior to Services Commencement Date;
- 4.2.3 site acquisition;
- 4.2.4 carrying out surveys;
- 4.2.5 submitting regulatory applications;
- 4.2.6 obtaining planning consents including periods of determination;
- 4.2.7 obtaining Necessary Consents including Environment Agency authorisations, Permits, consents and Waste Management Licences including periods of determination;

- 4.2.8 all Longstop and deadline dates;
- 4.2.9 starting and finishing construction;
- 4.2.10 starting and finishing commissioning;
- 4.2.11 commencing operations; and
- 4.2.12 any other key deliverable dates or subsequent key events for the Services.

5. **Service Delivery Plan**

5.1 The Provider shall provide a **Service Delivery Plan** in accordance with this Schedule 2 (Specification) in two parts:

- 5.1.1 Overall Project Plan, and;
- 5.1.2 Detailed Method Statements.

6. **Overall Project Plan**

6.1 The Provider shall submit an Overall Project Plan for the Services, describing how it meets the Contract Targets set out in this Schedule 2 (Specification). The Overall Project Plan shall comprise:

- 6.1.1 a summary of the Services including an outline of how the solution fulfils the overall scope of the Services;
- 6.1.2 a statement of service performance against the Contract Targets;
- 6.1.3 a Flow Diagram of the Services, providing a diagrammatic representation of waste flows, including percentage performance for Waste Management Facilities and processes and their contribution to overall service performance;
- 6.1.4 location of Delivery Points;
- 6.1.5 completed waste flow models based on the Authority's standard waste flow models supplied.
- 6.1.6 a Sustainability Analysis critique of how the proposed Service is consistent with the regional policy framework set out within the Regional Waste Management Strategy (RWMS) for the Region (currently available as a consultation draft), the Regional Sustainable Development Framework 2005, and local policy framework set out within the Waste Local Plan. Particular regard should be paid to the Waste Hierarchy, Proximity and Self-Sufficiency principles;
- 6.1.7 a Waste Transport Plan indicating volumes and transport type for movement of waste to and from facility and from facility to final destination. The Waste Transport Plan shall include details of the Provider's proposals for:

- 6.1.7.1. optimising movement of Waste,
- 6.1.7.2. avoiding or minimising double handling of Waste where possible;
- 6.1.7.3. allocation of vehicles and resources, including provision of spare capacity;
- 6.1.7.4. strategy for procurement of vehicles and other equipment;
- 6.1.7.5. types of vehicles;
- 6.1.7.6. minimising environmental impacts of transport.

6.1.8 a master list of all plans and drawings submitted in the Provider's Proposals.

6.1.9 a protocol for managing Non-Contract Waste from Reception to Disposal, and shall include measures for compliance with Schedule 43 (Non-Contract Waste Protocol) and reporting in compliance with Schedule 32 (Reporting Requirements).

7. **Method Statement 1**

7.1 Not Used

8. **Method Statement 2**

8.1 Not Used

9. **Method Statement 3 – Contract Management Services**

9.1 The Provider shall submit Method Statement 3 detailing the **Works and Services Management Services** in accordance with paragraph 3 of Schedule 2 (Specification), including as a minimum:

9.1.1 details of the means by which the **Services will be managed**, including as a minimum:

- 9.1.1.1. client liaison protocols including the Implementing Electronic Government (IEG) Agenda (details of which will be included in the Virtual Data Room);
- 9.1.1.2. procedures for reviewing and updating the Service Delivery Plan;
- 9.1.1.3. pursuant to paragraph [3.12.10], proposals for the installation, implementation and operation of the management information system;
- 9.1.1.4. proposed contents of Monthly Report in accordance with Schedule 32 (Reporting Requirements);
- 9.1.1.5. proposed contents of Annual Report in accordance with Schedule 32 (Reporting Requirements);

- 9.1.1.6. proposed contents of Corporate Responsibility Report in accordance with Schedule 32 (Reporting Requirements);
- 9.1.1.7. proposed contents of Operational Report in accordance with Schedule 32 (Reporting Requirements);
- 9.1.1.8. management of the relationship between the Provider and other service users and stakeholders;
- 9.1.1.9. availability of information to the public including information on access to the services;
- 9.1.1.10. provider's management and administration structure including named personnel together with details of experience, qualifications, duties and responsibilities;
- 9.1.1.11. invoicing and Payment arrangements, including means of reporting tonnages and income from Non-Contract Waste pursuant to paragraph 1.9.10 of this Schedule 2 (Specification).

9.1.2 a **Mobilisation Plan** pursuant to paragraph 3.3.1 of this Schedule 2 (Specification) setting out activities and timetables for all significant events from the award of Contract up to and including full-scale Service delivery; to include:

- 9.1.2.1. identification of the key tasks to be undertaken during the mobilisation period;
- 9.1.2.2. arrangements to ensure the efficient and effective takeover of the Services on the Commencement Date, and the transfer of records and documents associated with the Services;
- 9.1.2.3. transition arrangements while new or upgraded Project Facilities are unavailable, and;
- 9.1.2.4. methods of minimising disruption to both the Authority and the public (e.g. in the case of HRCs) when sites are completely or partially unavailable.
- 9.1.2.5. a **Contract Expiry Plan** pursuant to paragraph 3.3.2 of this Schedule 2 (Specification) setting out activities and timetables for all significant events leading up to the hand-back of the Services to the Authority; to include:
 - 9.1.2.6. arrangements for the return of Assets at contract completion to ensure continuation of operations thereafter;
 - 9.1.2.7. outline of the operational standards in which each item of equipment, plant and Project Facility will be returned to the Authority;
 - 9.1.2.8. residual life of all Project Facilities, plant and equipment upon the expiry of the contract;

- 9.1.2.9. proposals for hand back of licenses;
- 9.1.2.10. proposals for dealing with any land interests;
- 9.1.2.11. proposals for dealing with any sub-contracts;
- 9.1.2.12. proposals to manage any ongoing liability (in this respect the Authority may require the bidder to submit an Aftercare Plan);
- 9.1.2.13. provision of information, and;
- 9.1.2.14. proposals for dealing with any personnel issues.

9.1.3 a Greenhouse Gas Methodology pursuant to paragraph 3.6 of this Schedule 2 (Specification).

9.1.4 a Contingency Plan pursuant to paragraphs [3.8.1 and 9.8.1] of this Schedule 2 (Specification) for the operation of each Project Facility and delivery of the Services including, where relevant and as a minimum:

- 9.1.4.1. operator details;
- 9.1.4.2. location & address;
- 9.1.4.3. details of license restrictions and opening times;
- 9.1.4.4. letters of agreement with operator;
- 9.1.4.5. procedures for activating contingency plans, and;
- 9.1.4.6. arrangements for periodically checking the continued validity of the contingency arrangements.

9.1.5 a **Best Value Statement** pursuant to paragraph [3.9.1] of this Schedule 2 (Specification) setting out how the Provider intends to work with and assist the Authority to meet its obligations for strategic reporting, as a minimum including:

- 9.1.5.1. how the Provider will assist the Authority to enable it to meet its obligations for collecting and reporting against the BVPIs and LPIs for the Services;
- 9.1.5.2. how the Provider will work with and assist the Authority to enable it to meet its strategic reporting obligations in respect of the Local Transport Plan, Comprehensive Performance Assessment process, Implementing Electronic Government (IEG), Best Value Reviews and in producing the Best Value Performance Plan;
- 9.1.5.3. a description of how the Provider will produce the Monthly Service Report and the Annual Service Report in accordance with Schedule 32 (Reporting Requirements) and the issues that will be covered in each;

9.1.5.4. a description of how the Provider will assist the Authority to demonstrate a step change in the provision of the Services and continuous improvement in Services delivery over the duration of the Contract term, and;

9.1.5.5. a description of the processes the Provider will adopt to engage key stakeholders in consultation about service provision.

9.1.6 details of the quality management system (QMS) to be implemented, how the QMS will function in relation to each Project Facility and the Services as a whole, and how the QMS will be monitored to ensure adherence.

9.1.7 details of the Environmental Management System (EMS) to be implemented, how the EMS will function in relation to each Project Facility and the Services as a whole, and how the EMS will be monitored to ensure adherence.

9.1.8 a detailed Monitoring Plan which shall include, as a minimum, the following (for each aspect the Bidder shall identify the person or role with key responsibility):

9.1.8.1. method of identifying and recording amounts of non-contract waste separate from contract waste;

9.1.8.2. audit trail to ensure monitoring of contract waste and payment for this waste only;

9.1.8.3. arrangements for service performance monitoring –overall regime, inspection responsibilities, monitoring schedule, reporting protocols;

9.1.8.4. extent and frequency of self monitoring, including:

- how this will verify performance and the rectification of failures;
- keeping of full and detailed records;

9.1.9 a detailed description of the **management structures and arrangements**, pursuant to paragraph [3.13.2] that will be put in place for the implementation and service delivery phases of the Project, together with comprehensive organisation charts that set out all of the principal reporting lines within the structures proposed. The description shall include, as a minimum but not limited to:

9.1.9.1. assumptions regarding TUPE;

9.1.9.2. identification of the key management positions within the organisational structure;

9.1.9.3. the operational responsibilities associated with each of these positions;

9.1.9.4. full biographical details for each individual mentioned in the organisation charts, as well as for each executive and non-executive director of the Provider;

- 9.1.9.5. staffing levels, both for the contract as a whole and for individual aspects, detailing how resources have been allocated in order to deliver the Services;
- 9.1.9.6. details of the Provider's Equal Opportunities Policy, and how it is applied to the Contract;
- 9.1.9.7. HR Policies and project specific proposals to ensure effective people management is applied to the Contract;
- 9.1.9.8. details of experience and qualifications required of key project personnel;
- 9.1.9.9. staff welfare policy;
- 9.1.9.10. job descriptions;
- 9.1.9.11. staff training pursuant to paragraph [3.13.6] this Schedule 2 (Specification), including requirements for operating staff to hold or have achieved relevant waste management NVQ Level 1 and 2 qualifications;
- 9.1.9.12. backup arrangements in case of shortages, seasonal and exceptional staffing requirements;
- 9.1.9.13. staff identification and uniform issues, and;
- 9.1.9.14. arrangements for compliance with the duty to promote race and gender equality and UK and EU legislation relating to equality.
- 9.1.9.15. a copy of the Staff Code of Conduct.

9.1.10 a Media and Public Relations Policy and Procedure pursuant to paragraph 5.3.6 of this Schedule 2 (Specification).

9.1.11 a Maintenance Programme pursuant to paragraph [3.20.3] of this Schedule 2 (Specification).

9.1.12 an Emergency Call Out Procedure pursuant to paragraph [3.17.3] of this Schedule 2 (Specification).

9.1.13 Details of signage to be erected at Project Facilities pursuant to paragraph [3.18.1] of this Schedule 2 (Specification).

10. Method Statement 4 – Health Safety and **Welfare Management Services**

10.1 The Provider shall submit a **Health and Safety Plan** pursuant to paragraph [4.3.6] of this Specification 2 (Specification) that shall include, as a minimum:

10.1.1 the health & Safety policy:

- 10.1.2 application of CDM regulations;
- 10.1.3 safety management systems;
- 10.1.4 arrangements for inspections;
- 10.1.5 health and safety resources;
- 10.1.6 staff H&S training and first aid policy;
- 10.1.7 emergency notification procedures;
- 10.1.8 records and Reporting procedures in accordance with Schedule 32 (Reporting Requirements);
- 10.1.9 details of the security arrangements at the Project Facilities pursuant to paragraph [3.17.1] of this Schedule 2 (Specification).
- 10.1.10 contents of Service Risk Assessments, and;
- 10.1.11 contents of Health and Safety Plans for Works.

11. Method Statement 5 – Waste Minimisation Education and Communication Services

11.1 The Provider shall submit a Waste Minimisation, Education and Communication Services method statement pursuant to paragraph [5] of this Schedule 2 (Specification) to include, as a minimum:

- 11.1.1 proposed staffing and resourcing arrangements in order to carry out the role, including roles, responsibilities and availability;
- 11.1.2 proposals for monitoring and responding to user-satisfaction;
- 11.1.3 procedures for acknowledging and responding to complaints from the public and staff;

11.2 a **Waste Minimisation and Education Plan** pursuant to paragraph [5.2.1] of this Schedule 2 (Specification) incorporating all waste minimisation, education and promotions initiatives as set out in the following items:

- 11.2.1.1. Waste Minimisation proposals including policies and detailed initiatives for minimising future waste growth.
- 11.2.1.2. Education and Promotions proposals for public relations, public awareness and education.
- 11.2.1.3. proposals for engaging with charities, voluntary organisations and local schools;
- 11.2.1.4. details of educational and seminar facilities

11.2.1.5. proposals and funding mechanisms to promote waste minimisation, re-use and recycling activities;

11.2.1.6. means of monitoring the effectiveness of recycling awareness, education and minimisation programmes;

12. **Method Statement 6 – Community Sector Integration Services**

12.1 The Provider shall submit a Community Sector Integration Services method statement pursuant to paragraph [6] of this Schedule 2 (Specification) to include, as a minimum:

12.1.1 a **Community Engagement Plan** pursuant to paragraph [6.2.1] of this Schedule 2 (Specification) incorporating specific proposals to engage with key stakeholders including charity, voluntary and not-for-profit organisations, local schools and other community groups to work in partnership to achieve sustainable waste management. Such proposals shall address issues including but not limited to:

12.1.1.1. Identification of key stakeholders and means of identifying future stakeholders;

12.1.1.2. Proposals for addressing issues of equity, disabled access and social exclusion where relevant;

12.1.1.3. Procedures for providing adequate methods of communications to meet the needs of disabled people and people for whom English is an additional language, and for the publishing of all public documents and public reports in an electronic format;

12.1.1.4. Mechanisms for working together;

12.1.1.5. Achieving broader project objectives;

12.1.1.6. Flexibility;

12.1.1.7. Development of partnership Clauses and/or 'partnership charters' and joint working;

12.1.1.8. Decision-making models and representation;

12.1.1.9. Employment and secondment opportunities;

12.1.1.10. Exploration of other types of recyclable wastes that could be collected in partnership with other charitable/NGO bodies;

12.1.1.11. Sharing of information and dissemination of good practice, and;

12.1.1.12. Outline budgets.

13. **Method Statement 7 – Collection Services**

13.1 The Provider shall submit a Collection Services method statement describing how Collection Services are to be provided, including as a minimum:

13.2 Service Commencement

13.2.1 Service commencement and start-up procedures;

13.2.2 Proposals for procurement and distribution of any new equipment;

13.3 Contract Waste Collection Schedule pursuant to paragraph [7.4.4] of this Schedule 2 (Specification), including as a minimum:

13.3.1 Proposed emptying/collection frequencies for each nominated category of waste;

13.3.2 Proposed days on which collections of each nominated categories of waste will be made, including anticipated start and finish times;

13.3.3 Point of collection (kerbside, doorstep, point of storage etc);

13.3.4 Anticipated time interval between the respective collections of nominated categories of waste on the day of collection, if it is either collected by different collection rounds and vehicles or it is programmed to be collected on an alternative collection day;

13.3.5 Types and sizes of waste containers to be provided to service users, with details of the arrangements for both single and multi occupied residences;

13.3.6 If non-reusable containers are to be used, how customers will receive replacements;

13.3.7 Arrangements for catering for individual service users that can demonstrate a need for larger waste containers;

13.3.8 Categories of waste to be collected by which container, focusing in particular on those proposals requiring householders to source separate their waste;

13.3.9 Arrangements for ensuring new properties have the correct waste container and are included in the Service as soon as residents move in;

13.3.10 Under what circumstances reusable waste containers will be replaced, including any circumstances where a charge may be levied against the service user;

13.3.11 Overview of the rationale for the provision and placement of waste containers within each housing type in the Contract Area identifying constraints, opportunities and risks;

13.3.12 If a repair policy is to be adopted for containers, arrangements for effecting repairs or exchanging containers;

13.3.13 Profile of the proposed methods of waste collection to meet the contract specification and detailing the methods to be adopted to maximise the source separation of recyclable and compostable waste;

13.4 Collection Rounds

13.4.1 Proposals for delivering collected waste to nominated Delivery Points;

13.4.2 Number of proposed weekly collection rounds by each category of waste if to be collected separately;

13.4.3 Number of households served by each collection round;

13.4.4 Number of other premises served by collection rounds;

13.5 Collection Vehicles

13.5.1 Pursuant to paragraph [7.9.5] of this Schedule 2 (Specification), the number and type of vehicles to be used for the collection rounds, detailing capacity, fuel type and payload;

13.5.2 Proposals for continuous improvement in vehicle fuel efficiency and emissions;

13.5.3 A schedule of all collection equipment;

13.5.4 Arrangements for cover support for refuse collection vehicles by type and capacity in event of non-availability through breakdowns, repair and maintenance;

13.5.5 Arrangements for efficient use of collection vehicles and resource across the Contract area;

13.6 Staff

13.6.1 if a scheduled collection day is missed through the occurrence of a statutory Number and qualifications of staff to be employed as collection crew for the collection rounds, identifying any differences in crew size for individual types of vehicles;

13.6.2 Arrangements for cover support for staff in event of non-availability through sickness, holidays, and other changes in staff deployment;

13.6.3 Arrangements for efficient use of staff and resource across the Contract area;

13.6.4 Proposed arrangements bank holiday;

13.6.5 How service users will be informed of service provision and any temporary or permanent changes in their normal day of collection or other changes in service and what circumstances would require this;

13.6.6 Arrangements to collect refuse from Customers where they have notified a "missed" collection on the day of collection including due to obstruction pursuant to paragraph [7.9.5] of this Schedule 2 (Specification);

13.6.7 Arrangements for assisting disabled or service users, where they have sought assistance

13.7 Enforcement of Policy

13.7.1 Proposed arrangements to ensure that collection crews adhere to relevant collection policies and procedures such as side waste and bin contamination;

13.7.2 Proposals for notifying and taking action regarding service users making inappropriate use of collection services.

13.8 Bring Banks

13.8.1 Staff and vehicle resources that will be used to empty the waste receptacles at each Bring site and how the work will be scheduled;

13.8.2 Target density of Bring Banks to households or per head of population;

13.8.3 Arrangements for securing appropriate Bring bank sites for the service;

13.8.4 What Recyclable Wastes will be collected at each site and what type and size of containers will be used

13.8.5 Evidence of incorporating best practice into the design of the service;

13.8.6 Arrangements for emptying containers and collecting Recyclable Wastes, including frequency of collections, numbers and type of vehicles and staff

13.8.7 Measures to ensuring that bring sites do not overflow, are maintained, and prevent nuisance (during operation and servicing);

13.8.8 Arrangements for maintaining cleanliness of Bring bank sites and their containers, including removal of graffiti and dirt

13.8.9 Arrangements for service users to dispose of boxes and plastic bags used to carry recyclables to Bring sites

13.8.10 Provision and policy for third party banks (including charitable organisations);

13.8.11 Which of the waste receptacles at Bring sites will be supplied and serviced by the Provider and which will be supplied and serviced by other third parties/charities;

13.9 Waste Receptacles

13.9.1 Details of the Waste Receptacles to be provided for the delivery of the Services, including quality, size and colour, and how they will be provided and distributed to the Customers.

13.9.2 A protocol for replacing or repairing Receptacles, and replacing or repairing damaged Receptacles within [10] Business Days of notification.

13.10 Supervised Mobile Household Recycling/ Community Skips Service

13.10.1 Number, type and location/routing of vehicles and equipment and respective crew sizes to be used for the provision of mobile HRCs or Community Skips;

13.10.2 How will the Provider ensure that all of the relevant householders have been informed of their relevant scheme;

13.10.3 What management arrangements will be put in place to ensure there is sufficient vehicle and staff cover to supervise and service the locations within the agreed time;

13.10.4 What waste materials will be source separated during the duration of the each scheme and how will the quantities of the relevant waste materials collected be measured;

13.10.5 Arrangements for securing appropriate Bring bank sites for the service;

13.11 Communal Collection service

13.11.1 Arrangements of the Collection services to be provided for Communal Properties, with justification that the arrangements are adequate for the communal properties (i.e. flats, sheltered housing, tenements and other communal accommodation).

13.11.2 Arrangements for the reparation and replacement of lost/damaged communal waste receptacles.

13.11.3 Use of vehicles for the purpose of uplifting communal bins.

13.11.4 How householders will be informed of the Communal Collection.

13.11.5 Proposals for helping elderly and the disabled with collections.

13.11.6 Arrangements for maintaining cleanliness of communal waste facilities.

13.12 Rural Litter Bins

13.12.1 Programme of work detailing how waste collection operations will be scheduled in order to comply with the specified performance standards for emptying and maintaining litter bins;

13.12.2 Proposals for delivering collected waste to nominated Delivery Points;

13.12.3 Number and type of vehicles to be used for the emptying of litter bin services, detailing type, capacity, fuel type and payload;

14. Method Statement 8 – HRC Services Method Statement

14.1 The Provider shall submit an HRC Services method statement describing how HRC Services are to be provided, including as a minimum details of design, operating procedures, integration as IWMFs, contingency procedures, waste handling, staff and operational readiness as follows:

14.1.1 Design

14.1.2 The proposed approach to consulting with stakeholders;

14.1.3 Evidence of incorporating best practice into the design of the service;

14.1.3.1. Evidence of high levels of energy efficiency

14.1.3.2. Evidence of high quality site landscaping

14.1.3.3. Evidence of good practice in sustainable construction including consistency with relevant local policies and Government codes of practice

14.1.4 Measures to promote re-use;

14.1.5 What waste and Recyclable Wastes will be collected at each site and what type and size of containers will be used;

14.1.6 Which of the containers will be supplied and serviced by the Provider and which of the containers will be supplied and serviced by third parties/charities;

14.1.7 Arrangements for traffic access, queuing and car parking;

14.1.8 Arrangements for suitable, safe access for pedestrians;

14.1.9 Details of site offices serviced by electricity, water supply, telephone and sewerage;

14.1.10 Details of adequate lighting;

14.1.11 Details of any other facilities as may be dictated by the Waste Management Licence;

14.1.12 Arrangements for totting;

14.2 Operating Procedures

14.2.1 Opening hours;

14.2.2 Arrangements for emptying containers and collecting Recyclable Wastes, including frequency of collections, numbers and type of vehicles and staff and vehicle resources to be used to empty the waste receptacles at each HRC. Details of how the work is to be scheduled to ensure continuous adequate space for residents to dispose of their waste during the opening hours with particular reference to weekends when access to disposal facilities may be limited;

14.2.3 Arrangements for service users to dispose of boxes and plastic bags used to carry waste to HRCs;

14.2.4 Details of method to prevent entry of unauthorised commercial vehicles and commercial waste depositors consistent with the existing Permit scheme operated by the County Council;

14.2.5 Arrangements for dealing with hazardous household waste and other Ad Hoc Wastes deposited at each site including details of safe and secure contingency area for deposit of flammable, toxic or other hazardous materials;

14.2.6 Proposals for segregating special waste from public and other general household waste;

14.2.7 Arrangements to be provided on site for assisting service users having difficulty in either source separating their waste or placing it into the waste receptacles at HRCs;

14.2.8 Proposals for removing refrigerant gases from fridge/freezers delivered to HRCs;

14.3 Integrated Waste Management Facilities

14.3.1 Specific proposals for integrating the operation of the HRCs with other Services and activities carried out at the IWMFs;

14.4 Contingency Procedures

14.4.1 Emergency arrangements;

14.4.2 Proposals for temporary or permanent closure of HRCs, if appropriate, including contingency arrangements;

14.5 Waste Handling

14.5.1 A schedule of all Wastes to be separately received;

14.5.2 Method for weighing and recording all waste, materials and product leaving each HRC site;

14.5.3 A procedure for identifying and recording Non-Contract Waste;

14.5.4 Protocols for dealing with those suspected of illicitly depositing Non-Contract Waste;

14.6 Staff

14.6.1 Details of the number of staff to be employed at each HRC to cover the opening hours, the requirement for a seven-day week operation including the shift profile;

14.6.2 Staff and vehicle resources to be used to maintain the cleanliness of the containers and HRC sites to the standards as specified in the Code of Practice on Refuse and Litter within the Environmental Protection Act;

14.7 Operational Readiness Criteria

14.7.1 Operational Readiness Criteria for each of the HRCs.

HRC Refurbishment

14.8 The following additional information is required in respect of proposals for each planned HRC, replacement HRC or refurbishment of existing HRCs, to be provided as part of the Services:

14.8.1 Proposals demonstrating how each of the HRCs and associated Services will be developed over the course of the Contract to ensure continuous improvement;

14.8.2 Evidence that allowance has been made for life cycle costs for developing, maintaining and replacing plant, equipment and other Assets at the HRCs;

14.8.3 a plan with an identifying letter

14.8.4 site details (introduction, location, size, land ownership control and availability);

14.8.5 plant & equipment to be installed;

14.8.6 details of any sub-Bidders;

14.8.7 The proposed approach to consulting with stakeholders;

14.8.8 planning approvals and building consents required;

14.8.9 site licences;

14.8.10 approach to and accordance with IPPC, where relevant;

14.8.11 availability of assignable warranties;

14.8.12 approach to site design;

14.8.13 specify planning and construction fall back and contingency arrangements.

15. Method Statement 9 – Contract Waste Reception and Waste Transfer Services

15.1 The Provider shall submit a method statement for each of the Project Facilities used for the purpose of Waste Transfer that are proposed in response to this Schedule 2 (Specification). Where a number of activities are to be situated on one site (e.g. an integrated waste management complex), a method statement must be submitted for each component or function. Each method statement must include, where applicable, the following information:

- The compatibility of delivery point(s) with collection and Street Cleansing Services;
- Weighing equipment to be used on site;
- Means of dealing with delivered Hazardous Household Waste;
- Details of vehicle and transport arrangements, including the Environment Impact of the Transport Plan;

- Number of traffic movements per hour, per day and per year;

15.2 Weighbridges/Waste Handling

15.2.1 Audit trail to ensure monitoring of Contract Waste and payment for management of this Waste only; measures for ensuring the weight of all waste is recorded in and out of the facility, with the exception of waste entering HRC sites (covered separately above);

15.2.2 Maintenance and inspection plans;

15.2.3 Waste Acceptance Criteria and acceptance procedures for each Facility for vehicles delivery Contract Waste other than those of the Provider;

15.3 Non-Contract Waste

15.3.1 Policy concerning the acceptance of Non-Contract Waste at each facility and a reasoned justification of benefits to the Authority including the method of identifying and recording amounts of Non-Contract Waste and handling procedures for Non-Contract Waste pursuant to Schedule 32 (Reporting Requirements) and Schedule 43 (Non-Contract Waste Protocol)..

16. Method Statement 10 – Reuse, Recycling and Composting Services

16.1 The Provider shall submit a method statement for each of the Project Facilities that are proposed for Reuse, Recycling and Composting Services in response to this Schedule 2 (Specification). Where a number of activities are to be situated on one site (e.g. an integrated waste management complex), a method statement must be submitted for each component or function. Each method statement must include, where applicable, the following information:

16.1.1 Operating Procedures

16.1.1.1. Facility opening hours, working hours and shift patterns;

16.1.1.2. Proposals for continuous operation including “catch up” procedures and onsite storage capacity;

16.1.1.3. Delivery vehicle turn-around times;

16.1.1.4. Weighing equipment to be used on site and contingency arrangements for weighbridge breakdown;

16.1.1.5. Proposals and timetables for both scheduled and unscheduled closures of all or part of the facility; Back up and emergency arrangements;

16.1.2 Staff

16.1.2.1. Description of skilled and unskilled labour, duties, responsibilities and their supervision, number of supervisors and training arrangements;

16.1.2.2. Use of sub- contractors;

16.1.3 **Operational Readiness Criteria**

16.1.3.1. Operational Readiness Criteria for each Facility

16.1.4 **Facility Specific Information**

16.1.5 The Bidder shall also provide Project Facility specific information as set out below including, but not restricted to:

- A critique of how the Bidder has taken into account sustainability principles when designing and locating the waste delivery point(s).

16.1.6 **Composting**

- Residence time during each phase of the process;
- Number of stages in process – detailed description of each stage and purpose with regard to treating waste;
- Limiting factors and how these are allowed for/ controlled within the process:
- quality/ composition of feedstock;
- particle size at each stage;
- temperature range/ means of maintaining profile throughout the mass.
- Details of maturation arrangements including location, area, residence time and handling arrangements;
- Quality of compost produced (including accreditation that the Bidder will achieve) and reasoned justification based on its ultimate use;
- If the resulting materials are to be used as compost (and so contribute towards service targets), illustrate how the process meets the definition of composting under the Best Value regime and the requirements in the EU Animal By-Products Regulations and also the UK Amendment to the Animal By-Products (England) Order as they stand at the time of going to tender.
- Biogas, electricity, Syngas and fuel production.
- Demonstration that all opportunities for recycling have been considered first and that the arrangements proposed will not produce a barrier to the longer-term development of recycling.
- Details of research into opportunities for the generation of electricity, heat or combined heat and power (CHP).
- Flexibility for the possible improvement in regulatory standards over time.

16.1.7 **End Markets**

16.1.7.1. The Provider shall submit a method statement outlining how they intend securing markets for materials produced as a result of their activities, in accordance with this Schedule 2 (Specification).

16.1.8 The statement must include, where applicable, the following information:

16.1.8.1. description of the recovered materials and energy outputs from the Service;

16.1.8.2. nature of the materials: Quantity & Quality;

16.1.8.3. nature of the energy output: Quantity & Quality;

16.1.8.4. proposals for and experience in finding markets for each product;

16.1.8.5. a table linking the source of the product to the market outlet;

16.1.8.6. outline heads and terms for each material market outlet;

16.1.8.7. the level of risk and contingency plans for:

16.1.8.8. each identified material market not materialising; and

16.1.8.9. the technology/service being unable to meet the quality requirements of the markets identified;

16.1.8.10. proposals for seeking continual improvement in the quality of recovered products;

16.1.8.11. proposals for seeking local markets and community involvement for the sale of recovered products, subject to the overriding requirements of the BPEO and Best Value;

16.1.8.12. future vision for markets.

16.1.9 **Commissioning**

16.1.10 The Provider shall submit a commissioning method statement to include the:

16.1.10.1. proposed identity of the Independent Certifier;

16.1.10.2. proposed terms and conditions for the appointment of the Independent Certifier (Bidders may provide a draft appointment for this purpose);

16.1.10.3. particulars of the duty of care warranty that the Independent Certifier will owe to the Authority in the appointment and confirmation that the Authority must have no liability under or in connection with the Independent Certifier's appointment, and;

16.1.10.4. confirmation that the level of the Independent Certifier's insurance cover will be no less than £10m for any one occurrence.

17. Method Statement 11 – Treatment Services

A1 The Provider shall submit a method statement for each of the Project Facilities that are proposed for Treatment Services in response to this Schedule 2 (Specification). Where a number of activities are to be situated on one site (e.g. an integrated waste management complex), a method statement must be submitted for each component or function. Each method statement must include, where applicable, the following information:

17.1 Operating Procedures

17.1.1 Facility opening hours, working hours and shift patterns;

17.1.2 Proposals for continuous operation including “catch up” procedures and onsite storage capacity;

17.1.3 Delivery vehicle turn-around times;

17.1.4 Weighing equipment to be used on site and contingency arrangements for weighbridge breakdown;

17.1.5 Proposals and timetables for both scheduled and unscheduled closures of all or part of the facility; Back up and emergency arrangements;

17.2 Staff

17.2.1 Description of skilled and unskilled labour, duties, responsibilities and their supervision, number of supervisors and training arrangements;

17.2.2 Use of sub- contractors;

17.3 Operational Readiness Criteria

17.3.1 Operational Readiness Criteria for each Facility

17.4 Facility Specific Information

17.4.1 The Bidder shall also provide Project Facility specific information as set out below including, but not restricted to:

- A critique of how the Bidder has taken into account sustainability principles when designing and locating the waste delivery point(s).

17.5 Treatment Facilities for Recycling and Diversion

- A justification that the choice of technology represents the Best Available Technique (BAT).
- Number of stages in process – detailed description of each stage and purpose with regard to treating waste.
- Residence time and tonnage throughput during each phase of the process.
- Limiting factors and how these are allowed for/ controlled within the process:
- Description of any post treatment phases such as dewatering, aerobic maturation, etc required to “finish” a product intended for recycling or recovery.
- Means of limiting employees exposure to process emissions.
- If any resulting organic materials are to be used as compost (and so contribute towards service targets), illustrate how the process meets the definition of compost under the Best Value regime and requirements of both the EU Animal By-Products Regulations and also the UK Amendment to the Animal By-Products (England) Order as they stand at the time of going to tender.
- Biogas, electricity, Syngas and fuel production.
- Demonstration that all opportunities for recycling have been considered first and that the arrangements proposed will not produce a barrier to the longer-term development of recycling.
- Details of research into opportunities for the generation of electricity, heat or combined heat and power (CHP).
- Flexibility for the possible improvement in regulatory standards over time.

17.6 Commissioning

17.7 The Provider shall submit the a commissioning method statement to include the:

17.7.1 proposed identity of the Independent Certifier;

17.7.2 proposed terms and conditions for the appointment of the Independent Certifier (Bidders may provide a draft appointment for this purpose);

17.7.3 particulars of the duty of care warranty that the Independent Certifier will owe to the Authority in the appointment and confirmation that the Authority must have no liability under or in connection with the Independent Certifier's appointment, and;

17.7.4 confirmation that the level of the Independent Certifier's insurance cover will be no less than £10m for any one occurrence.

18. Method Statement 12 – Landfill Services

18.1 Full details of the landfill sites to be used, and copies of all applicable licences and permits. This should include any licence limitation on waste quantities or types, and the types of Contract Waste to be consigned to each site.

18.2 Landfill capacity

19. Method Statement 13 – Ancillary Services

19.1 Contingencies and Remedial Measures

19.1.1 plans to be implemented in the event of the Provider being unable to deliver the collection services pursuant to paragraph 7.10.5 of this Schedule 2 (Specification).

19.1.2 Proposals in respect of inclement weather;

19.1.3 Litter prevention and spill clean-up procedures;

19.2 Clinical Waste

19.2.1 Vehicles and respective crew sizes to be used for the collection of Clinical Waste from individual Households;

19.2.2 Details of how the Clinical Waste Collections will be programmed to ensure compliance with the nominated day of Collection;

19.2.3 Arrangements for assisting disabled service users, where they have sought assistance;

19.2.4 Proposals for delivering the Clinical Waste to an authorised disposal site;

19.2.5 How and in what form the Authority will be advised that Clinical Waste has been disposed of in accordance with the waste regulations.

19.2.6 How Clinical Waste that has been collected by SABC will be managed and Disposed.

19.3 Schedule 2 and Commercial Waste

19.3.1 Protocol for identification of Commercial Waste, Schedule 2 Waste and other Household Waste where collected using the same collection vehicle.

19.4 Flytipping

19.4.1 Programme of work detailing how collection operations will be scheduled to incorporate Flytipping removal;

19.4.2 Proposals for delivering collected waste to nominated Delivery Points;

19.4.3 Number and type of vehicles to be used for the clearance of Flytipping services, detailing type, capacity, fuel type and payload;

19.5 Street Cleansing Services

19.5.1 a detailed method statement for the provision of Street Cleansing Services in South Shropshire pursuant to paragraph [1.3.14] of Schedule 2 (Specification).

19.6 Disposal of Hazardous Waste

19.6.1 Provision of compliant facilities for the reception, storage and transport of Hazardous Wastes.

19.6.2 Provision of reporting procedures for the management of Hazardous Wastes.

19.6.3 Proposals for delivering the Hazardous Waste to an authorised disposal site;

19.6.4 How and in what form the Authority will be advised that Hazardous Waste has been disposed of in accordance with the waste regulations.

19.6.5 How Hazardous Waste that has been collected by SABC as a fraction of the street cleansing services in that district will be managed and disposed.

19.7 Bulky Waste

19.7.1 Vehicles and respective crew sizes to be used for the collection of Bulky Waste and fridge/freezers from individual households;

19.7.2 How the Bulky Waste Collections will be programmed to ensure compliance with the nominated day of collection;

19.7.3 What management arrangements will be put in place to receive daily requests for Bulky Waste Collections and to advise the Authority daily the lists of completed Bulky Waste Collections;

19.7.4 Proposals for ensuring the elderly and disabled receive assistance to enable their Bulky Waste to be collected;

19.8 Reuse, Recycling, treatment and disposal of WEEE

19.8.1 Provision of WEEE reuse, recycling, treatment and disposal service in the event that the WEEE Contractor does not collect WEEE in accordance with the Code of Practice.

Appendix B – Rural Litter Bins

CATEGORY ZONE	SIZE LITRES/ APPROX	LOCATION		PARISH
WOORE	157	AT THE VILLAGE GREEN PLAY AREA	AUDLEM ROAD	WOORE
TOTAL IN PARISH: 7	157	AT THE VILLAGE GREEN PLAY AREA	AUDLEM ROAD	WOORE
	43	ON POST BY BUS SHELTER A51	LONDON ROAD	WOORE
	43	AT PRIMARY SCHOOL ENTRANCE	LONDON ROAD	WOORE
	85	SEAT NEAR ENTRANCE TO NORTHLANDS	LONDON ROAD	WOORE
	70	OUTSIDE THE COOPERS ARMS PUBLIC HOUSE	NEWCASTLE ROAD	WOORE
	85	AT JUNCTION	THE SQUARE	WOORE
NORTON-IN-HALES TOTAL IN PARISH: 1	90	BY BUS SHELTER IN VILLAGE CENTRE	MAIN ROAD	NORTON IN HALES
SUTTON-UPON-TERN	85	O/S BUNTINGSDALE INFANTS SCHOOL	BUNTINGDALES PARK	SUTTON -UPON - TERN
TOTAL IN PARISH: 2	25	AT SIDE OF BUS SHELTER	HILLSIDE	SUTTON -UPON - TERN
CHESWARDINE	46	SIDE OF GRASSED AMENITY AREA	COPELEA	CHESWARDINE
TOTAL IN PARISH: 8	43	BY BUS SHELTER ON CORNER	GLEBE CLOSE	CHESWARDINE
	46	OPPOSITE HAYWARDS SHOP ON CORNER OF GLEBE CLOSE	GLEBE CLOSE	CHESWARDINE
	46	BY SEAT OPPOSITE CHURCH	HIGH STREET	CHESWARDINE
	46	BY CHURCH WALL	HIGH STREET	CHESWARDINE
	45	BY CHURCH WALL	LAWN LANE ROAD	CHESWARDINE
	46	AT THE PLAYING FIELD BY ROAD SIDE	PODMORE ROAD	CHESWARDINE
	46	BY TELEPHONE BOX ON CORNER	SYMONDS WAY	CHESWARDINE
HINSTOCK	25	ON WOODEN FENCE AT THE PLAY AREA	R/O VILLAGE HALL	HINSTOCK
TOTAL IN PARISH: 9	25	OUTSIDE SCHOOL	CHESTER ROAD	HINSTOCK
	85	IN FRONT OF SHOP/ POST OFFICE	CHESTER ROAD	HINSTOCK
	25	30MPH SIGN (OPP SHRUBBERY COTTAGE)	CHESTER ROAD	HINSTOCK
	85	NEXT TO SEAT (OPPOSITE SCHOOL)	CHESTER ROAD	HINSTOCK
	25	BUS SHELTER BY ENTRANCE TO MARSH LANE	CHURCH STREET	HINSTOCK
	25	NEAR JUNCTION WITH CHESTER ROAD	OLD RECTORY LANE	HINSTOCK

	25	ON FENCE NEXT TO ENTRANCE GATE PLAY AREA	R/O VILLAGE HALL	HINSTOCK
	25	AT ENTRANCE NEXT TO SIGN	THE CHESTNUTS	HINSTOCK
CHILDS ERCALL	157	PARISH PLAYING FIELD BY VILLAGE HALL	VILLAGE ROAD	CHILDS ERCALL
TOTAL IN PARISH: 3	50	BY BUS STOP AT JUNCTION WITH VICARAGE LANE	VILLAGE ROAD	CHILDS ERCALL
	25	ON FENCE POST NEXT TO PHONE BOX	NEAR PARISH HALL	CHILDS ERCALL
STOKE-ON-TERN	31	OPP MAURICE CHANDLER SPORTS CENTRE	DUTTON CLOSE	STOKE-ON-TERN
TOTAL IN PARISH: 5	25	ON TELEGRAPH POLE AT CROSSROADS	END OF ROSEHILL ROAD	STOKE-ON-TERN
	25	ALONGSIDE PATH LEADING TO	LANGLEY DALE	STOKE-ON-TERN
	25	NEXT TO BENCH IN PLAY AREA	LANGLEY DALE	STOKE-ON-TERN
	25	BY BUS SHELTER	LANGLEY DALE	STOKE-ON-TERN
ADDERLEY	25	VILLAGE HALL CAR PARK BY BOWLING GREEN PAVILLION	ADDERLEY ROAD	ADDERLEY
TOTAL IN PARISH: 7	25	PETROL STATION FORECOURT TO RIGHT HAND SIDE	ADDERLEY ROAD	ADDERLEY
	25	ON THE JUNCTION OF RECTORY LANE AT THE BUS SHELTER	ADDERLEY ROAD A529	ADDERLEY
	36	AT THE BUS SHELTER ON THE MAIN AUDLEM TO MKT DRAYTON ROAD	ADDERLEY ROAD A529	ADDERLEY
	25	ON LAMPOST ON FOOTPATH	CORBETT DRIVE	ADDERLEY
	25	ON TELEGRAPH POLE, JUNCTION OF GREEN	BANK RECTORY LA	ADDERLEY
	85	OUTSIDE TOILET BLOCK, SMITHFIELD MARKET	ADDERLEY ROAD	ADDERLEY
IGHTFIELD	85	AT ENTRANCE TO PLAYING FIELDS	BURLEYDAM ROAD	IGHTFIELD
TOTAL IN PARISH: 5	85	OUTSIDE BUS SHELTER	CHURCH STREET	IGHTFIELD
	48	OUTSIDE VILLAGE POST OFFICE	CHURCH STREET	IGHTFIELD
	85	AT PLAYING FIELDS BY SIDE OF PAVILION,CORRA ROAD	CALVERHALL	IGHTFIELD
	85	ENTRANCE TO CALVERHALL PLAY AREA , NEW STREET LANE	CALVERHALL	IGHTFIELD
HODNET	85	NEXT TO GATES OF ST LUKE'S CHURCH	CHURCH STREET	HODNET
TOTAL IN	43	AT THE WORKING MENS CLUB ON THE SIDE OF	SHREWSBURY STREET	HODNET

PARISH: 8		SHREWSBURY SREET		
	25	OUTSIDE THE GROVE ESTATE ENTRANCE INSIDE	SHREWSBURY STREET	HODNET
	25	OPOSITE JUNCTION TO STATION ROAD IN BUS	SHREWSBURY STREET	HODNET
	47	AT THE CHILDRENS PLAY AREA BY SWINGS	STATION ROAD	HODNET
	90	AT SIDE OF BUS SHELTER BY RADMOOR CROSS	CRUDGINGTON ROAD	HODNET
	300	AT BUS STOP OFF MAIN MARKET DRAYTON ROAD	MARCHAMLEY ROAD	HODNET
	85	AT BUS SHELTER, PREES ROAD	MARCHAMLEY	HODNET
STANTON-UPON-HIND-HEATH TOTAL IN PARISH: 1	157	OUTSIDE NEW INN PUBLIC HOUSE BY PHONE BOX	HARCOURT MILL ROAD	STANTON-UPON-HIND-HEATH
WESTON-UNDER-REDCASTLE TOTAL IN PARISH: 2	110	BY BUS SHELTER	GUINEA	WESTON – UNDER-REDCASTLE
	110	O/S GINOS CAFÉ		WESTON – UNDER-REDCASTLE
PREES TOTAL IN PARISH: 12	60	OUTSIDE VILLAGE HALL	CHURCH STREET	PREES
	25	AT THE ENTRANCE TO THE CAR PARK	CHURCH STREET	PREES
	25	IN CAR PARK OF THE CLUB	CHURCH STREET	PREES
	25	ON 30 MPH SIGN ½ WAY UP HILL	CHURCH STREET	PREES
	25	ON WALL IN BUS SHELTER		PREES
	60	OUTSIDE PRINCES'S NEWSAGENTS SHOP	MILL STREET	PREES
	60	ON THE CORNER BY THE CROSSROADS	MILL STREET	PREES
	60	ON THE CORNER OF HAVERN GARDENS	MILL STREET	PREES
	60	OUTSIDE WILBRAHAMS NEWS AGENTS SHOP	SHREWSBURY ROAD	PREES
	60	OUTSIDE ENTRANCE TO FLATS	SHREWSBURY STREET	PREES
	31	ON STREET LIGHT AT BUS SHELTER	TILSTOCK LANE	PREES
	60	BY BUS SHELTER	WHITCHURCH ROAD	PREES
WHITCHURCH RURAL TOTAL IN PARISH: 5	25	ON GREEN BY BUS SHELTER, ASH ROAD	ASH MAGNA	WHITCHURCH RURAL
	25	ON ONE WAY SIGN, CHURCH ROAD/ASH ROAD	ASH MAGNA	WHITCHURCH RURAL

	85	BY WOODEN FENCE ON LORRY PARK	PREES HEATH	WHITCHURCH RURAL
	85	NEXT TO PAY & DISPLAY MACHINE ON PREES LORRY PARK	PREES HEATH	WHITCHURCH RURAL
	85	ON EDGE OF LORRY PARK	PREES HEATH	WHITCHURCH RURAL
MORETON CORBETT AND LEE BROCKHURST TOTAL IN PARISH: 1	157	BY TELEPHONE BOX AT LEE BRIDGE BEFORE MAIN ROAD	WEM ROAD	MORETON CORBETT & LEE BROCKHURST
SHAWBURY	25	OUTSIDE BUTCHERS SHOP ON CORNER OF SHREWSBURY ROAD	CHURCH ROAD	SHAWBURY
TOTAL IN PARISH: 22	85	OUTSIDE SPAR SHOP	CHURCH ROAD	SHAWBURY
	25	JUNCTION WHITE LODGE PARK/CHURCH ROAD	CHURCH ROAD	SHAWBURY
	31	BY PUBLIC TOILETS	CHURCH ROAD	SHAWBURY
	25	AT JUNCTION OF MYTTON ROAD AND SHREWSBURY	MYTTON ROAD	SHAWBURY
	25	ENTRANCE TO PLAYING FIELD	POYNTON ROAD	SHAWBURY
	25	ON POST ENTRANCE TO CHURCH CLOSE	POYNTON ROAD	SHAWBURY
	85	AT CHILDREN PLAY AREA ON PLAYING FIELD	POYNTON ROAD	SHAWBURY
	25	BY SIGN	POYNTON ROAD	SHAWBURY
	85	OUTSIDE BARCLAYS BANK	SHREWSBURY ROAD	SHAWBURY
	157	ON RIGHT JUST BEFORE RIVER GARDENS ESTATE	SHREWSBURY ROAD	SHAWBURY
	25	BY BUS STOP OPPOSITE RAPRA	SHREWSBURY ROAD	SHAWBURY
	85	OUTSIDE J DICKSON SHOP	SHREWSBURY ROAD	SHAWBURY
	25	BEFORE WELLINGTON ROAD	SHREWSBURY ROAD	SHAWBURY
	25	AFTER WELLINGTON TURN	SHREWSBURY ROAD	SHAWBURY
	25	BETWEEN GARAGE AND WEM ROAD TURNING	SHREWSBURY ROAD	SHAWBURY
	25	ENTRANCE TO RIVER GARDENS ESTATE ON LEFT	SHREWSBURY ROAD	SHAWBURY
	25	OUTSIDE VETERINARY SURGERY	WEM ROAD	SHAWBURY
	25	CORNER OF OAK DRIVE ENTRANCE	WEM ROAD	SHAWBURY
	25	ENTRANCE TO BRIDGEWAY ESTATE OFF WEM ROAD	WEM ROAD	SHAWBURY
	85	BY ENTRANCE TO NURSING HOME AT EDGEBOLTON	SHREWSBURY ROAD	SHAWBURY

GRINSHILL	90	AT VILLAGE HALL	CHURCH ROAD	GRINSHILL
TOTAL IN PARISH: 3	25	OUTSIDE PUBLIC HOUSE – ELEPHANT & CASTLE	HIGH STREET	GRINSHILL
	25	BY JUBILEE NOTICE BOARD AT SANSAW HEATH	HIGH STREET	GRINSHILL
CLIVE	90	AT CHURCH GATES BY SEAT	DRAWWELL	CLIVE
TOTAL IN PARISH: 8	25	ENTRANCE TO BLACK LANE	HIGH STREET	CLIVE
	25	OPPOSITE TURNING FOR DRAWWELL BY SEAT	HIGH STREET	CLIVE
	25	ON CORNER OF DRAWWELL LANE ON LEFT	HIGH STREET	CLIVE
	25	ON WALL BY SCHOOL	GRINSHILL HILL	CLIVE
	90	IN SANDPITS OFF THE ROAD BETWEEN SCHOOL	GRINSHILL HILL	CLIVE
	85	OPPOSITE SCHOOL GRASSED AREA	GRINSHILL HILL	CLIVE
HADNALL TOTAL IN PARISH: 1	25	CHILDREN'S PLAY AREA	CHAPEL ROAD	HADNALL
MYDDLE AND BROUGHTON	25	NEXT TO BUS SHELTER OPPOSITE LOWER ROAD HARMER HILL	ELLESMERE ROAD	MYDDLE AND BROUGHTON
TOTAL IN PARISH: 6	31	BY BUS STOP OPPOSITE RED LION PUB		MYDDLE
	25	ON POST, PLAY AREA		MYDDLE
	25	NEAR PHONE BOX AND NOTICE BOARD, THE HOLLOW, HARMER HILL		MYDDLE
	85	BY PHONE BOX IN LAY-BY AT MARTON	BASCHURCH ROAD	MARTON
	25	IN ISLAND BY COUNCIL HOUSES AT YORTON	GOLDINGS LANE	YORTON
BASCHURCH	25	NEXT TO GARAGE – OPPOSITE CHURCH	CHURCH ROAD	BASCHURCH
TOTAL IN PARISH: 20	70	OUTSIDE VILLAGE HALL	EYTON LANE	BASCHURCH
	25	AT SCHOOL ON 2 ND ENTRANCE	EYTON LANE	BASCHURCH
	70	OUTSIDE VILLAGE HALL	EYTON LANE	BASCHURCH
	25	AT SCHOOL JUST BEFORE 1 ST ENTRANCE	EYTON LANE	BASCHURCH
	31	ON FENCE TODDLERS PLAY AREA	OFF BRIDLEWAYS	BASCHURCH
	25	ACROSS ROAD GOING TO NESCLIFFE	PRESCOTT ROAD	BASCHURCH
	25	ON ENTRANCE BY GARDEN AREA	PRESCOTTFIELD ROAD	BASCHURCH
	85	ON GRASSED AREA ON CORNER	RUYTON ROAD	BASCHURCH

	43	OUTSIDE PHONE BOX ON POST BY THE WEATLANDS	SHREWSBURY ROAD	BASCHURCH
	25	OPPOSITE GRASSED AREA	SHREWSBURY ROAD	BASCHURCH
	25	OPPOSITE THE ADMIRAL DUNCAN PUBLIC HOUSE	SHREWSBURY ROAD	BASCHURCH
	85	BY BUS STOP AT VILLGE GREEN AREA	SHREWSBURY ROAD	BASCHURCH
	25	AT BASCHURCH CROSS ROADS	SHREWSBURY ROAD	BASCHURCH
	25	ON BUS STOP BY ADMIRAL DUNCAN	SHREWSBURY ROAD	BASCHURCH
	85	BY GARAGE/BUILDERS YARD	STATION ROAD	BASCHURCH
	157	OUTSIDE SUPERMARKET	STATION ROAD	BASCHURCH
	90	OUTSIDE SUPERMARKET	STATION ROAD	BASCHURCH
	48	OUTSIDE POST OFFICE	STATION ROAD	BASCHURCH
	25	OPPOSITE CHILDREN'S HOME: THE WHEATLANDS		BASCHURCH
LOPPINGTON	25	OUTSIDE ST MICHAEL'S TERRACE	NONELEY ROAD	LOPPINGTON
TOTAL IN PARISH: 7	90	INSIDE CHURCH GATE ON THE SIDE ENTRANCE	NONELEY ROAD	LOPPINGTON
	25	AT VILLAGE HALL ENTRANCE DOOR, VILLAGE CENTRE		LOPPINGTON
	25	OUTSIDE VILLAGE SHOP	VILLAGE ROAD	LOPPINGTON
	25	AT POND BEFORE LYNEAL TURNING	VILLAGE ROAD	LOPPINGTON
	25	NEXT TO PHONE BOX OPPOSITE COUNCIL HOUSE	VILLAGE ROAD	LOPPINGTON
	25	NEXT TO PUMP HOUSE ON BASCHURCH TURN OFF	BASCHURCH ROAD	LOPPINGTON
WELSHAMPTON AND LYNEAL	25	BY TELEPHONE BOX ON COPES LANE	ELLESMEERE ROAD	WELSHAMPTON
TOTAL IN PARISH: 6	25	OUTSIDE CHURCH GATE	ELLESMEERE ROAD	WELSHAMPTON
	25	BY BUSH SHELTER AT JUNCTION OF	ELLESMEERE/WEM ROAD	WELSHAMPTON
	85	IN LAYBY BY TELEPHONE BOX & TOURIST INFO BOARD	A495 BRONINGTON ROAD	WELSHAMPTON
	25	ON LAYBY ON WEM ROAD BEFORE BRIDGE	HAMPTON BANK	WELSHAMPTON
	25	BY PHONE BOX OPPOSITE LYNEAL LANE	WEM ROAD	WELSHAMPTON
ELLESMEERE RURAL	85	OUTSIDE POST OFFICE (OPP. HILL PARK)	ELLESMEERE ROAD	DUDLESTON HEATH
TOTAL IN PARISH: 6	85	BY SEAT AT ENTRANCE TO HILL PARK	ELLESMEERE ROAD	DUDLESTON HEATH
	85	BY BUS SHELTER	ELLESMEERE ROAD	DUDLESTON HEATH

	25	ENTRANCE TO TODDLER'S PLAY AREA	HILL PARK PLAY AREA	DUDLESTON HEATH
	25	ON FENCE, OPPOSITE CRIFTINS SCHOOL		DUDLESTON HEATH
	25	BUS SHELTER		WELSH FRANKTON
ELLESMERE URBAN	85	RECREATION GROUND BY SEAT NEAR PAVILION	BEECH GROVE	ELLESMERE
TOTAL IN PARISH: 22	25	REAR ENTRANCE TO SCHOOL	BERWYN VIEW	ELLESMERE
	70	RECREATION GROUND	BERWYN VIEW	ELLESMERE
	81	AT RECREATION GROUND BY GATE	BIRCH ROAD	ELLESMERE
	85	RECREATION GROUND	BIRCH ROAD	ELLESMERE
	90	FLOOR, CAR PARK	TALBOT STREETT	ELLESMERE
	85	OUTISDE PRIMARY SCHOOL	ELSON ROAD	ELLESMERE
	85	GRASS AT CAMBRIA AVENUE/STANHAM DRIVE JUNCTION	ELSON ROAD	ELLESMERE
	85	FLOOR, ENTRANCE TO BIRCH ROAD / PLAY AREA		ELLESMERE
	85	PLAY AREA	KINGFISHER WALK	ELLESMERE
	25	BY LAY-BY IN GRASSED AREA	LAURELS CLOSE	ELLESMERE
	85	BY SEAT ENTRANCE TO BEECH GROVE	OSWESTRY ROAD	ELLESMERE
	85	FLOOR, PLAY FIELD,	BIRCH ROAD	ELLESMERE
	85	BY FOOTPATH LEADING TO BERWYN VIEW	SCOTLAND STREET	ELLESMERE
	25	BY TOP HOUSE FARM ICE CREAM	TALBOT STREET	ELLESMERE
	60	BY SHROPSHIRE UNION CANAL SIGN	THE WHARF	ELLESMERE
	60	PAVED AREA AT SIDE OF WHARF	THE WHARF	ELLESMERE
	85	PAVED AREA IN CENTRE OF WHARF	THE WHARF	ELLESMERE
	25	OUTSIDE CHIP SHOP	VICTORIA STREET	ELLESMERE
	85	JUNCTION OF VICTORIA STREET/SCOTLAND STREET	VICTORIA STREET	ELLESMERE
	25	BY BOWEN SON & WHATSON	WHARF ROAD	ELLESMERE
	25	ON POST CORNER OF CROSS STREET/WILLOW STREET		ELLESMERE
WEM URBAN	85	ON PLAY AREA BY SEAT ADJACENT THE GROVE FLATS		WEM
TOTAL IN PARISH: 48	25	ON CORNER OF ASTON ROAD/CORDWELL PARK	ASTON ROAD	WEM
	81	AT ENTRANCE TO PRINCE WILLIAM COURT	ASTON ROAD	WEM
	31	NEXT TO HEDGE & FOOTPATH	BARLEYFIELDS	WEM

	31	ALONGSIDE FOOTPATH THROUGH PLAYING FIELDS	BARLEYFIELDS	WEM
	157	AT ENTRANCE TO SWIMMING POOL	BOWENSFIELD	WEM
	25	ENTRANCE TO SWIMMING POOL CAR PARK	BOWENSFIELD	WEM
	25	CAR PARK/ENTRANCE TO SPORTS CLUB	BOWENSFIELD	WEM
	25	OUTSIDE VETERINARY SURGERY	CHAPEL STREET	WEM
	25	ON PLAY AREA	CORDWELL PARK	WEM
	25	ON ENTRANCE TO CORDWELL PARK OFF SOULTON	CORDWELL PARK	WEM
	56	PLAY AREA MIDDLE OF SEATS	DAVIES ROAD	WEM
	25	ON WELLGATE CORNER	DRAWWELL LANE	WEM
	85	IN ENTRANCE TO FLATS BY SEATS	HIGH STREET	WEM
	60	IN ENTRANCE TO CASTLE COURT FLATS	HIGH STREET	WEM
	25	CORNER HIGH STREET/BANK HOUSE LANE	HIGH STREET	WEM
	31	ON BEND ALONGSIDE RAILWAY LINE	KYNASTON DRIVE	WEM
	85	ON ENTRANCE KYNASTON DRIVE		WEM
	85	BY SEAT ON PLAY AREA	LOWE HILL GARDENS	WEM
	25	BY GARAGES	LOWE HILL GARDENS	WEM
	25	IN PLAY AREA BY GARAGES	LOWE HILL GARDENS	WEM
	25	AT ENTRANCE TO THE SCHOOL	LOWE HILL ROAD	WEM
	25	IN GRASSED AREA BY COUNCIL HOUSES	LOWE HILL ROAD	WEM
	25	ON CORNER OF HIGH STREET OPPOSITE THE FOOTPATH	LOWE HILL ROAD	WEM
	25	OPPOSITE THE MILL	MILL STREET	WEM
	25	OUTSIDE ROSEVILLE HOUSE	NEW STREET	WEM
	25	JUNCTION HIGH STREET/NOBLE STREET	NOBLE STREET	WEM
	25	QUEENSWAY – NEW STREET FOOTPATH	OFF NEW STREET	WEM
	81	OUTSIDE NO. 12 ON FENCE AROUND GRASS	PRINCE WILLIAM	WEM
	85	BY BENCH AT SCHOOL ENTRANCE	PYMS ROAD	WEM
	25	ENTRANCE TO DRAWWELL WALK	PYMS ROAD	WEM
	25	OPPOSITE COUNCIL HOUSES	QUEENSWAY	WEM
	25	IN PLAY AREA	RANFORD WAY	WEM
	85	AT BACK OF NO.31 ON GRASSED AREA	RANFORD WAY	WEM
	60	ON PARK ROAD ENTRANCE BY TENNIS COURTS	RECREATION GROUND	WEM
	100	IN PLAY AREA	RECREATION GROUND	WEM
	60	ON CORNER OF PLAY AREA OPPOSITE TOILET BLOCK	RECREATION GROUND	WEM
	25	AT JUNCTION WITH MILL STREET	RODEN GROVE	WEM
	85	OUTSIDE COSTCUTTER'S SHOP	SHRUBBERY GARDENS	WEM
	25	OUTSIDE SCHOOL ENTRANCE	SHRUBBERY GARDENS	WEM
	81	ON ENTRANCE TO CHERRY CLOSE	SHRUBBERY GARDENS	WEM

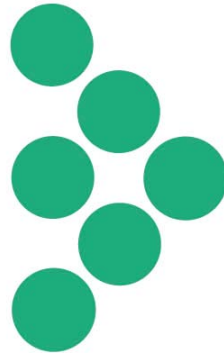
	25	OUTSIDE ENTRANCE TO CHURCHILL DRIVE	SOULTON ROAD	WEM
	25	ON LAMP POST ADJACENT RAILWAY FENCE	STATION ROAD	WEM
	110	ON PUBLIC FOOTPATH, THE CHURCH YARD	HIGH/MILL STREET	WEM
	56	IN PLAY AREA	TRENTAM ROAD	WEM
	56	IN PLAY AREA	TRENTAM ROAD	WEM
	31	FOOTPATH BETWEEN RECREATION GROUND AND SHRUBBERY GARDENS		WEM
	60	ENTRANCE TO CEMETERY	WHITCHURCH ROAD	WEM
WHITCHURCH URBAN	31	ON POST GRASSED AREA	ALKINGTON GARDENS	WHITCHURCH
TOTAL IN PARISH: 27	25	ON RAILINGS IN FRONT OF ELECTRICITY SUB STATION	ALKINGTON ROAD	WHITCHURCH
	25	NEAR ENTRANCE TO PATH LEADING TO LIVERPOOL ROAD	ALKINGTON ROAD	WHITCHURCH
	25	ON FOOTPATH (ALLEYWAY) BETWEEN JUBILEE PARK AND WHARF PARK AVENUE		WHITCHURCH
	60	CAR PARK PATH BY SUN LEE	BROWNLOW STREET	WHITCHURCH
	85	BY SEAT AT THE ROUNDABOUT	CHESTER ROAD	WHITCHURCH
	25	OUTSIDE NO. 21 EGERTON ROAD	EGERTON ROAD	WHITCHURCH
	25	OUTSIDE NO. 6 EGERTON ROAD	EGERTON ROAD	WHITCHURCH
	25	IN ARCADE BY MARKET HALL	HIGH STREET	WHITCHURCH
	85	RIGHT OF EGERTON HALL BY SEAT	MILL STREET	WHITCHURCH
	85	ENTRANCE TO EDWARD GERMAN DRIVE	NEWPORT ROAD	WHITCHURCH
	31	ON LAMP POST OUTSIDE SCHOOL	PREES ROAD	WHITCHURCH
	85	BY MAIN ENTRANCE TO SWIMMING CENTRE	PEARL YARD	WHITCHURCH
	31	ON LAMP POST	SEDFORD ROAD	WHITCHURCH
	25	CORNER WITH WORTHINGTON STREET	TALBOT STREET	WHITCHURCH
	110	BY SHOP	TALBOT STREET	WHITCHURCH
	31	LAMP POST, NEAR WREXHAM ROAD JUNCTION	THOMPSONS DRIVE	WHITCHURCH
	70	BY TOILET BLOCK	WATERGATE	WHITCHURCH
	25	OUTSIDE NO. 8 (ON LAMP POST Z1)	WAYLAND ROAD	WHITCHURCH
	25	OUTSIDE NO. 79 (ON LAMP POST Z8)	WAYLAND ROAD	WHITCHURCH
	25	OUTSIDE NO. 30 (ON LAMP POST Z3)	WAYLAND ROAD	WHITCHURCH
	25	OUTSIDE NO.43 (ON LAMP POST Z4)	WAYLAND ROAD	WHITCHURCH
	25	OUTSIDE NO. 63 (ON LAMP POST Z6)	WAYLAND ROAD	WHITCHURCH
	25	OUTSIDE NO. 56 (ON LAMP POST Z5)	WAYLAND ROAD	WHITCHURCH
	25	OUTSIDE NO. 9 (ON LAMP POST Z2)	WAYLAND ROAD	WHITCHURCH

	31	CORNER OF BATH STREET JUNCTION	WORTHINGTON STREET	WHITCHURCH
	25	BETWEEN GARAGE AND STEPS	WREXHAM ROAD	WHITCHURCH
MARKET DRAYTON	25	ADJACENT TO A BUS SHELTER JUNCTION OF FARCROFT DRIVE	SHREWSBURY ROAD	MARKET DRAYTON
TOTAL IN PARISH: 54	25	OPPOSITE HAWKESFORDS	ADDERLEY ROAD	MARKET DRAYTON
	31	BY FARM SUPPLIES SIGN	ADDERLEY ROAD	MARKET DRAYTON
	31	OPPOSITE BED & BREAKFAST SIGN	ADDERLEY ROAD	MARKET DRAYTON
	85	ON OPEN SPACE AT FOREST ROAD AMENITY AREA		MARKET DRAYTON
	31	AT ENTRANCE BY THE LAWNS	BARROW STYLES LANE	MARKET DRAYTON
	85	LONGLANDS SCHOOL END OF FOOTPATH	BTW ROWAN ROAD AND FAIRFIELDS	MARKET DRAYTON
	25	OUTSIDE THE RECREATION GROUND	BUNTINGSDALE ROAD	MARKET DRAYTON
	25	AT ENTRANCE TO PLAYING FIELDS	BUNTINGSDALE ROAD	MARKET DRAYTON
	25	OUTSIDE CHARTER COURT BY NO CYCLING SIGN	CHARTER COURT	MARKET DRAYTON
	25	OUTSIDE NO. 27	CHERRY WAY	MARKET DRAYTON
	25	BY BUS STOP	CHESHIRE STREET	MARKET DRAYTON
	85	ON EDGE OF FOOTPATH AT COMBEREMERE COURT		MARKET DRAYTON
	31	BISHOPS LANE	CORNER PROSPECT ROAD	MARKET DRAYTON
	25	ALONGSIDE FOOTPATH DALELANDS PLAY AREA		MARKET DRAYTON
	25	ROADSIDE (NEAR TO SUB STATION), DALELANDS PLAY AREA		MARKET DRAYTON
	25	OUTSIDE COSTCUTTER'S OFF LICENCE AT SIDE OF DALELANDS WEST		MARKET DRAYTON

	25	SUTTON WAY TO DALESLANDS WEST FOOTPATH	DALELANDS WEST	MARKET DRAYTON
	47	TOP END BY FOOTPATH	ELIZABETH COURT	MARKET DRAYTON
	81	SIDE OF HALL	ELIZABETH COURT	MARKET DRAYTON
	81	IN MIDDLE BY GARDEN AREA	ELIZABETH COURT	MARKET DRAYTON
	25	IN LAY-BY BY BUNGALOWS	FAIRFIELD ROAD	MARKET DRAYTON
	25	OPPOSITE NO. 38	FAIRFIELD ROAD	MARKET DRAYTON
	31	ON CORNER BY FAIRFIELDS SIGN BY PHONE BOX	FAIRFIELD ROAD	MARKET DRAYTON
	85	EDGE OF PLAY AREA	FARCROFT MEADOWS	MARKET DRAYTON
	85	ADJACENT TO THE CARAVAN PARK	FOREST ROAD	MARKET DRAYTON
	124	BY PLAY AREA	GROTTO ROAD	MARKET DRAYTON
	31	JUST BEFORE LAY BY OF CORNER	HAWTHORN WAY	MARKET DRAYTON
	25	OPPOSITE SPRING COTTAGE	KILN BANK ROAD	MARKET DRAYTON
	70	OUTSIDE LONGSLOW PRIMARY SCHOOL ENTRANCE	LINDEN WAY	MARKET DRAYTON
	85	OUTSIDE "TWO SCOOPS" SHOP	LONGFORD GARDENS	MARKET DRAYTON
	25	PLAY AREA	LONGLANDS	MARKET DRAYTON
	25	OUTSIDE UPTON COURT	LONGLANDS LANE	MARKET DRAYTON
	25	OPPOSITE STAFFORD STREET FLATS	LONGSLOW ROAD	MARKET DRAYTON
	25	ON LAMP POST	LONGSLOW ROAD	MARKET DRAYTON
	25	ON THE CANAL BRIDGE	NEWCASTLE ROAD	MARKET DRAYTON

	25	OUTSIDE THE RECREATION GROUND	OAKFIELD ROAD	MARKET DRAYTON
	85	OPEN LAND AT FOREST ROAD	ORCHARD RISE	MARKET DRAYTON
	85	FAR ENTRANCE BY GATE, PICNIC SITE		MARKET DRAYTON
	160	CORNER OF CEMETERY	PROSPECT ROAD	MARKET DRAYTON
	25	ON LAMP POST BY MARLEY MOUNT CRESCENT	PROSPECT ROAD	MARKET DRAYTON
	25	ON POST WITH DOG BIN	PROSPECT ROAD F/O CROFT WAY	MARKET DRAYTON
	25	BY GARAGES	QUARRY BANK ROAD	MARKET DRAYTON
	25	AT CORNER WITH DALELANDS ESTATE	SALISBURY HILL VIEW	MARKET DRAYTON
	25	OPPOSITE THE OVAL TURNING	SALISBURY ROAD	MARKET DRAYTON
	25	TOP OF ROCK LANE/NEXT TO NO.35	SALISBURY ROAD	MARKET DRAYTON
	25	OUTSIDE NO. 35	SALISBURY ROAD	MARKET DRAYTON
	25	OUTSIDE NO. 175	SHREWSBURY ROAD	MARKET DRAYTON
	25	OPPOSITE ATS CAR REPAIRS	SHREWSBURY ROAD	MARKET DRAYTON
	85	L/HAND SIDE OF LORRY PARK	SMITHFIELD	MARKET DRAYTON
	110	NEXT TO BENCH IN CHURCH YARD, ST. MARY'S CHURCH	CHURCH STREET	MARKET DRAYTON
	31	OUTSIDE NO. 13	SYCAMORE WAY	MARKET DRAYTON
	25	ENTRANCE TO WALKMILL NATURE RESERVE	WALKMILL	MARKET DRAYTON
	124	IN PLAY AREA	WESTLAND ROAD	MARKET DRAYTON

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Part 1 – Overview

1. Overview of the Payment Mechanism

- 1.1 The Payment Mechanism is the basis for calculating the payments from the Authority to the Provider for delivering the Services and meeting the Contract Targets as set out in Schedule 2 (Specification).
- 1.2 Payments will be subject to Deductions, calculated in accordance with Schedule 7b (Performance and Unavailability Framework) in the event of failure to achieve Contract Targets, comply with KPIs or meet Availability requirements. In some instances, bonuses will be paid if Contract Targets are exceeded.
- 1.3 The Unitary Charge in respect of each Contract Year shall be the sum of the Monthly Unitary Charges for each Payment Period in the Contract Year and the Annual Reconciliation Payment for that Contract Year:

$$UC = \sum UC_M + ARP$$

Where:

UC = The Unitary Charge

$\sum UC_M$ = The sum of the Monthly Unitary Charges for each Payment Period in the Contract Year

ARP = The Annual Reconciliation Payment

- 1.4 The Monthly Unitary Charge and the Annual Reconciliation Payment are summarised below with the detailed methodology to calculate the component elements are set out in parts 2 and 3 of this Schedule 7a (Payment Mechanism) respectively.

The Monthly Unitary Charge

- 1.5 The Monthly Unitary Charge (UC_M) payable for each Payment Period is calculated in accordance with the following formula:

$$UC_M = An_M + L_M + AS + PT - D_t \pm A + M$$

Where:

UC_M = The Monthly Unitary Charge

An_M = The Monthly Unadjusted Unitary Charge

L_M = The Monthly Landfill Payment

AS = The Ancillary Services Payment

PT = The Pass Through Payment

D_t = Performance Deductions and Unavailability Deductions

A = The Landfill Allowance Adjustment

M = Milestone Payment

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- 1.6 The Monthly Unadjusted Unitary Charge and the Monthly Landfill Payment are based on forecast levels of Contract Waste.
- 1.7 The Ancillary Services Payment is based on the actual monthly activity of Ancillary Services in the Payment Period two months prior to the relevant Payment Period, to the extent that these have not been accounted for in Annual Reconciliation Payment for the previous Contract Year.
- 1.8 The Pass Through Payment is based on actual payments made by the Provider in the Payment Period two months prior to the relevant Payment Period in respect of the items set out in paragraph 5, to the extent that these have not been accounted for in Annual Reconciliation Payment for the previous Contract Year.
- 1.9 Performance Deductions and Unavailability Deductions will be levied in accordance with Schedule 7b (Performance and Unavailability Framework) for Deductions incurred in the Payment Period two months prior to the relevant Payment Period to the extent that these have not been accounted for in Annual Reconciliation Payment for the previous Contract Year.
- 1.10 The Landfill Allowance Adjustment rewards the Provider or levies Deductions on the Provider for its performance against the BMW Diversion Target in the prior Contract Year following the reconciliation of the Authority's prior Contract Year's LATS position.
- 1.11 The Milestone Payment relates to the payment due to the Provider following the Works Completion of the Oswestry IWMF.
- 1.12 Part 2 of this Schedule 7a (Payment Mechanism) sets out the detailed methodology for calculating each element of the Monthly Unitary Charge identified above.

The Annual Reconciliation

- 1.13 The Annual Reconciliation is undertaken at the end of each Contract Year:
- compares forecast to actual volumes of Contract Waste managed in the Contract Year; and
 - reviews the Provider's performance in the Contract Year against Contract Targets.
- 1.14 The Annual Reconciliation identifies the Annual Reconciliation Payment to be either paid by the Authority to the Provider, or paid by the Provider to the Authority.
- 1.15 The Annual Reconciliation Payment ensures the Unitary Charge for the Contract Year reflects the Actual Level of Contract Waste and the Provider's performance against Contract Targets.

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- 1.16 The Annual Reconciliation Payment for each Contract Year is calculated in accordance with the following formula:

$$\mathbf{ARP = V + SABC_R + L_R \pm UC_{MOP} + E - ER - R + NCW_{DP} - CDP_{OC}}$$

Where:

- ARP = The Annual Reconciliation Payment
- V = Volume Adjustments
- SABC_R = The SABC Reconciliation
- L_R = The Landfill Payment Reconciliation
- UC_{MOP} = The Monthly Unitary Charge Outstanding Payments
- E = The Landfill Diversion Bonus
- ER = The Excess Revenue Share
- R = Royalty Payment
- NCW_{DP} = Non Contract Waste Displacement Payment
- CDP_{OC} = Contingency Delivery Point Overrun Charges
- 1.17 The Volume Adjustment compares forecast waste flows and Household numbers to actual waste flows and Household numbers to identify the amount that needs to be either paid to or recovered from the Provider in respect of any material variances.
- 1.18 The SABC Reconciliation compares the forecast waste flows to the actual waste flows from SABC and adjusts payments to the Provider accordingly.
- 1.19 The Landfill Payment Reconciliation compares the amounts paid to the Provider in the relevant Contract Year for landfill services based on forecast waste flows to actual waste flows and identifies the amount that needs to be either paid to or recovered from the Provider taking into account the Provider's performance in relation to the Contract Diversion Target.
- 1.20 The Monthly Unitary Charge Outstanding Payments is the net payment and/or deduction in respect of outstanding Ancillary Services Payments, Pass Through Payments and Performance Deductions and Unavailability Deductions for the relevant Contract Year.
- 1.21 The Landfill Diversion Bonus rewards the Provider for exceeding Contract Targets in the relevant Contract Year.
- 1.22 The Excess Revenue Share identifies and provides a mechanism for sharing any excess revenues generated by the Provider.
- 1.23 The Royalty Payment provides the mechanism for calculating the payments due to the Authority for its share of the revenue received by the Provider for any Non Contract Waste being processed at any Project Facilities in that Contract Year.
- 1.24 The Non Contract Waste Displacement Payment relates to payments to be made to the Provider for any Contract Waste Treated at the WTF that displace Non Contract Waste as included in the Base Case Model.

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- 1.25 Contingency Delivery Point Overrun Charge levies deductions on the Provider to reflect the cost incurred by the Authority of SABC delivering Clinical Waste to be disposed of outside its District boundary.
- 1.26 Part 3 of this Schedule 7a (Payment Mechanism) sets out the detailed methodology for calculating each element of the Annual Reconciliation identified above.

Contract Rates and Contract Performance Metrics

- 1.27 The Contract Rates used to calculate the elements of the Monthly Unitary Charge and the Annual Reconciliation are set out in Real Terms in Appendix 1 (Contract Rates). These Contract Rates are subject to indexation in accordance with part 4 of this Schedule 7a (Payment Mechanism).
- 1.28 The calculation of the Monthly Unitary Charge and the Annual Reconciliation Payment is linked to the Provider's delivery of the Services and meeting the Contract Targets set out in Schedule 2 (Specification). The Contract Performance Metrics used in calculating the Monthly Unitary Charge and the Annual Reconciliation Payment are included in Appendix 2 (Contract Performance Metrics) to this Schedule 7a (Payment Mechanism).

Indexation

- 1.29 The Contract Rates used in calculating the Unitary Charge, as set out in Real Terms in Appendix 1 to this Schedule 7a (Payment Mechanism), will be subject to indexation. Part 4 of this Schedule 7a (Payment Mechanism) sets out the methodology for calculating indexation.

Rebasing adjustments

- 1.30 To minimise the financial impact of the Annual Reconciliation, the Unadjusted Unitary Charge (An) and the Landfill Payment (L), used to calculate the Monthly Unadjusted Unitary Charge and the Monthly Landfill Payment, will be subject to a rebasing adjustment for each Contract Year in accordance with paragraphs 2.16 and 3.10 of this Schedule 7a (Payment Mechanism).

Financial Adjustments

- 1.31 Where a Relevant Event occurs any Financial Adjustments will be determined in accordance with clause 68 of this Contract.

Interim Services

- 1.32 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Interim Service Plan then the Monthly Unitary Charge will be adjusted in accordance with paragraph 2.6 and 3.3 of this Schedule 7a (Payment Mechanism).

Run Out Services

- 1.33 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Run Out Services Plan then the Monthly Unitary Charge will be adjusted in accordance with paragraph 2.7 and 3.4 of this Schedule 7a (Payment Mechanism).

Part 2 – Monthly Unitary Charge

2. Monthly Unadjusted Unitary Charge (A_{nM})

Principles of the Monthly Unadjusted Unitary Charge

- 2.1 The Monthly Unadjusted Unitary Charge forms part of the Monthly Unitary Charge.
- 2.2 The Monthly Unadjusted Unitary Charge represents the rate charged by the Provider for Services provided in the relevant Payment Period based on the Base Case Level of Contract Waste as set out in Table 8 of Appendix 2 to this Schedule 7a (Payment Mechanism). The Monthly Unadjusted Unitary Charge excludes payment for Landfill Services, Ancillary Services and Pass Through Payments.
- 2.3 The Unadjusted Unitary Charge is made up of the Collection and Recycling Services (“CRS”) Charge (A_{nCRS}) and the Waste Treatment Services (“WTS”) Charge (A_{nWTS}).
- 2.4 The Unadjusted Unitary Charge is subject to adjustment pursuant to clause 68 (Financial Adjustments). Schedule 37 (Unitary Charge Adjustment Protocol) provides a mechanism for adjusting the Base Case Model for additional Capital Expenditure, Operating Expenditure and the inclusion of the SABC Collection Services.
- 2.5 The CRS Charge will be paid from the Services Commencement Date. The CRS Charge is set out in Real Terms in Table 1 of Appendix 1 and is subject to indexation using the CRS Index.
- 2.6 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Interim Service Plan then the CRS Charge during the period of Interim Services delivery only will be replaced by the Interim CRS Charge (A_{nCRSI}) as set out in Real Terms in Table 1 of Appendix 1. The Interim CRS Charge is also subject to indexation using the CRS Index.
- 2.7 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Run Out Service Plan then the CRS Charge during the period of Run Out Service delivery only will be replaced by the Run Out CRS Charge (A_{nCRSI}) as set out in Real Terms in Table 1 of Appendix 1. The Run Out CRS Charge is also subject to indexation using the CRS Index.
- 2.8 From the Planned WTF Commencement Date, as amended in accordance with clause 10.13 (Delays and Extensions of Time), the Interim CRS Charge shall revert to the CRS Charge, as set out in Table 1 of Appendix 1 to this Schedule 7a (Payment Mechanism).
- 2.9 The CRS Charge may be subject to Performance Deductions and Unavailability Deductions for any shortfalls in the Services and/or Availability of these CRS Project Facilities from the Services Commencement Date.
- 2.10 The WTS Charge will be paid from the Planned WTF Commencement Date, as set out in the Works Programme or amended in accordance with clause 10.13 (Delays and Extensions of Time). The WTS Charge is set out in Real Terms in Table 1 of Appendix 1, based on the Planned WTF Effective Date.
- 2.11 At the Planned WTF Commencement Date the Contract Diversion Target (C_D) and the BMW Diversion Target (BMW_C) will increase and additional KPIs will apply. If the Provider fails to

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commence the operation of the WTF by the Planned WTF Commencement Date, the Provider will be liable for Performance Deductions and Unavailability Deductions relating to the WTF and any additional Landfill costs incurred through the Landfill Payment Reconciliation (LR).

- 2.12 Where there have been significant variances in the number of Households and/or Tonnes from the Base Case Number of Households and the Base Case Level of Recycling and Composting in any Contract Year, the CRS Charge for the subsequent Contract Year may be subject to a CRS Charge Rebasing Adjustment in accordance with paragraph 2.16 of this Schedule 7a (Payment Mechanism).

Formula for the Monthly Unadjusted Unitary Charge

- 2.13 The formula for the payment of the Monthly Unadjusted Unitary Charge for each Payment Period is as follows:

An_m = The Monthly Unadjusted Unitary Charge payable each Payment Period

An_m = An / CY_{PP}

Where:

An = The Unadjusted Unitary Charge for the relevant Contract Year

An = $(An_{CRS} * I_{CRS}) + CRS_{RA} + (An_{WTS} * I_{WTS})$

CY_{PP} = The number of Payment Periods within the relevant Contract Year

Where:

An_{CRS} = The CRS Charge for the relevant Contract Year as set out in Table 1 of Appendix 1 to this Schedule 7a (Payment Mechanism)

CRS_{RA} = The CRS Charge Rebasing Adjustment, as calculated in paragraph 2.16 of this Schedule 7a (Payment Mechanism)

I_{CRS} = CRS Index, as calculated in accordance paragraph 18.6 of this Schedule 7a (Payment Mechanism)

An_{WTS} = The WTS Charge for the relevant Contract Year as set out in Table 1 of Appendix 1 to this Schedule 7a (Payment Mechanism)

I_{WTS} = WTS Index, as calculated in accordance with paragraph 18.5 of this Schedule 7a (Payment Mechanism)

- 2.14 Where Interim Services are delivered as described in paragraph 2.6 of this Schedule 7a (Payment Mechanism) only the formula for the Unadjusted Unitary Charge (An) will be amended as follows:

An = The Unadjusted Unitary Charge for the relevant Contract Year

An = $(An_{CRSI} * I_{CRS}) + CRS_{RA}$

Where:

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A_{CRSI} = Interim CRS Charge

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- 2.15 Where Run Out Services are delivered as described in paragraph 2.7 of this Schedule 7a (Payment Mechanism) only the formula for the Unadjusted Unitary Charge (A_n) will be amended as follows:

A_n = The Unadjusted Unitary Charge for the relevant Contract Year

A_n = $(A_{n_{CRSR}} * I_{CRS}) + CRS_{RA}$

Where:

$A_{n_{CRSR}}$ = Run Out Service CRS Charge

CRS Charge Rebasing Adjustment

- 2.16 At the beginning of each Contract Year (with the exception of the first Contract Year) the CRS Charge Rebasing Adjustment (CRS_{RA}) is calculated in accordance with the following formula:

CRS_{RA} = CRS Charge Rebasing Adjustment for the relevant Contract Year

CRS_{RA} = $C_{RA} + R_{RA}$

Where:

C_{RA} = The Collection rebasing adjustment, as calculated in accordance with paragraph 2.17 of this Schedule 7a (Payment Mechanism)

R_{RA} = The Recycling and Composting rebasing adjustment, as calculated in accordance with paragraph 2.18 of this Schedule 7a (Payment Mechanism)

- 2.17 Where the Actual Household Variance (A_{HV}) for the immediately preceding Contract Year, as calculated in accordance with paragraph 9.12 of this Schedule 7a (Payment Mechanism), is greater than the Collection Upper Zero Band (C_{UZB}) for the immediately preceding Contract Year as set out in Table 1 of Appendix 2 to this Schedule 7a (Payment Mechanism) ($A_{HV} > C_{UZB}$) the Collection rebasing adjustment (C_{RA}) is calculated as follows:

C_{RA} = $(A_{HVp} - C_{UZBp}) * (VC_{RU} * I_{CRS})$

Where the Actual Household Variance (A_{HV}) for the immediately preceding Contract Year (as calculated in accordance with paragraph 9.12 of this Schedule 7a) is less than the Collection Lower Zero Band (C_{LZB}) for the immediately preceding Contract Year as set out in Table 1 of Appendix 2 to this Schedule 7a (Payment Mechanism) ($A_{HV} < C_{LZB}$) the Collection rebasing adjustment (C_{RA}) is calculated as follows :

C_{RA} = $(A_{HVp} - C_{LZBp}) * (VC_{RL} * I_{CRS})$

Where:

A_{HVp} = The Actual Household Variance for the immediately preceding Contract Year, as calculated in accordance with paragraph 9.12 of this Schedule 7a (Payment Mechanism)

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- C_{UZBp} = Collection Upper Zero Band as set out in Table 1 of Appendix 2 for the immediately preceding Contract Year
- C_{LZBp} = Collection Lower Zero Band as set out in Table 1 of Appendix 2 for the immediately preceding Contract Year
- VC_{RU} = The Upper Band Collection Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- VC_{RL} = The Lower Band Collection Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

2.18 The Recycling and Composting rebasing adjustment is calculated in accordance with the following formula:

R_{RA} = The Recycling and Composting rebasing adjustment

$R_{RA} = (A_{RCVp} - RC_{LZBp}) * (VRC_{RL} * I_{RPIX})$

Where R_{RA} cannot be a positive number

Where:

A_{RCVp} = Actual Recycling and Composting Variance for the immediately preceding Contract Year, as calculated in accordance with paragraph 9.14 of this Schedule 7a (Payment Mechanism)

RC_{LZBp} = Recycling and Composting Lower Zero Band for the immediately preceding Contract Year as set out in Table 3 of Appendix 2 to this Schedule 7a (Payment Mechanism)

VRC_{RL} = The Lower Band Recycling and Composting Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

I_{RPIX} = RPIX Indexation

3. Monthly Landfill Payment (L_M)

Principles of the Monthly Landfill Payment

- 3.1 The Monthly Landfill Payment forms part of the Monthly Unitary Charge.
- 3.2 The Monthly Landfill Payment reimburses the Provider for its forecast Landfill costs for each Payment Period, based on the Base Case Level of Landfill as set out in Table 4 of Appendix 2 and for significant variances from the Base Case Level of Landfill through the Landfill Rebasing Adjustment.
- 3.3 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Interim Service Plan then the Monthly Landfill Payment during the period of Interim Services delivery only will reimburse the Provider for its forecast Landfill costs for each Payment Period based on the sum of the Base Case Level of Landfill as set out in Table 4 of Appendix 2 and the additional Interim Service Landfill also set out in Table 4 of Appendix 2.
- 3.4 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Run Out Service Plan then the Monthly Landfill Payment during the period of Run Out Services delivery only will reimburse the Provider for its forecast Landfill costs for each Payment Period based on the sum of the Base Case Level of Landfill as set out in Table 4 of Appendix 2 and the additional Run Out Service Landfill also set out in Table 4 of Appendix 2.
- 3.5 From the Planned WTF Commencement Date, as amended in accordance with clause 10.13 (Delays and Extensions of Time), the Monthly Landfill Payment shall reimburse the Provider for its forecast Landfill costs for each Payment Period based on the Base Case Level of Landfill only.
- 3.6 The Landfill Payment (L), used to determine the Monthly Landfill Payment, may be subject to a rebasing adjustment at the start of each Contract Year in accordance with paragraph 3.8 of this Schedule 7a (Payment Mechanism).

Formula for the Monthly Landfill Payment

3.7 The Monthly Landfill Payment (L_M) will be paid in accordance with the following formula.

$L_M = L / CY_{PP}$

Where

$L = \text{Landfill Payment}$

$L = (L_{BC} * (L_{GA} * I_{RPIX} + L_{TA})) + L_{RA}$

$CY_{PP} = \text{The number of Payment Periods within the relevant Contract Year}$

Where:

$L_{BC} = \text{Base Case Level of Landfill as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism)}$

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L_{GA} = Landfill Gate Fee A, which includes the Provider's margin, as set out in Table 3 of Appendix 1 to this Schedule 7a (Payment Mechanism)

I_{RPIX} = RPIX Indexation

L_{TA} = Prevailing rate of Landfill Tax per tonne for Active Waste in the relevant Contract Year

L_{RA} = the Landfill Rebasing Adjustment as calculated in paragraph 3.10 of this Schedule 7a (Payment Mechanism)

3.8 Where Interim Services are to be delivered as described in paragraph 3.3 of this Schedule 7a (Payment Mechanism) only the formula for the Landfill Payment (L) will be amended as follows:

L = Landfill Payment

$$L = (L_{BC} * (L_{GA} * I_{RPIX} + L_{TA})) + (L_{IS} * (L_{GB} * I_{RPIX} + L_{TA})) + L_{RA}$$

Where

L_{IS} = Interim Service Landfill as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism)

L_{GB} = Landfill Gate Fee B, which excludes the Provider's margin, as set out in Table 3 of Appendix 1 to this Schedule 7a (Payment Mechanism)

3.9 Where Run Out Services are to be delivered as described in paragraph 3.4 of this Schedule 7a (Payment Mechanism) only the formula for the Landfill Payment (L) will be amended as follows:

L = Landfill Payment

$$L = (L_{BC} * (L_{GA} * I_{RPIX} + L_{TA})) + (L_{ROS} * (L_{GB} * I_{RPIX} + L_{TA})) + L_{RA}$$

Where

L_{ROS} = Run Out Service Landfill as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism)

L_{GB} = Landfill Gate Fee B, which excludes the Provider's margin, as set out in Table 3 of Appendix 1 to this Schedule 7a (Payment Mechanism)

Landfill Rebasing Adjustment

3.10 At the beginning of each Contract Year (with the exception of the first Contract Year) the Landfill Rebasing Adjustment (L_{RA}) is calculated in accordance with the following formula:

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- 3.11 If the Underlying Level of Landfill in the immediately preceding Contract Year was \square greater than the Base Case Level of Landfill in the immediately preceding Contract Year ($L_{APCY} > (L_{BCPCY} * \square)$) then:

$$L_{RA} = (((L_{UPCY} / L_{BCPCY}) * L_{BC}) - L_{BC}) * (L_{GB} * I_{RPIX} + L_{TA})$$

- 3.12 If the Underlying Level of Landfill in the immediately preceding Contract Year was \square less than the Base Case Level of Landfill in the immediately preceding Contract Year ($L_{APCY} < (L_{BCPCY} * \square)$) then:

$$L_{RA} = (((L_{UPCY} / L_{BCPCY}) * L_{BC}) - L_{BC}) * (L_{GA} * I_{RPIX} + L_{TA})$$

Where:

L_{UPCY} = The Underlying Level of Landfill for the immediately preceding Contract Year

L_{BCPCY} = The Base Case Level of Landfill for the immediately preceding Contract Year as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism)

L_{GB} = Landfill Gate Fee B, which excludes the Provider's margin, as set out in Table 3 of Appendix 1 to this Schedule 7a (Payment Mechanism)

Where

$$L_{UPCY} = L_{APCY} + (A_{Dp} - C_{Dp})$$

L_{APCY} = The Actual Level of Landfill for the immediately preceding Contract Year

A_{Dp} = Actual Diversion Performance for the immediately preceding Contract Year

C_{Dp} = Contract Diversion Target for the immediately preceding Contract Year

- 3.13 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Interim Service Plan then during the period of Interim Services only L_{BCPCY} will be adjusted to include all Interim Service Landfill (L_{IS}) for the immediately preceding Contract Year as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism).

- 3.14 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Run Out Service Plan then during the period of Run Out Services only L_{BCPCY} will be adjusted to include all Run Out Service Landfill (L_{ROS}) for the immediately preceding Contract Year as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism).

4. Ancillary Services Payment (AS)

Principles of the Ancillary Services Payment

- 4.1 The Ancillary Services Payment is made as part of the Monthly Unitary Charge.
- 4.2 The Ancillary Services Payment captures the Ancillary Services that are subject to separate payment outside of the Unadjusted Unitary Charge. For the purposes of this paragraph 4, costs incurred by the Provider shall only be demonstrably reasonable and proper costs where:
- they represent a reasonable market price for the services provided; and
 - the Provider's invoice is supported by satisfactory documentary evidence showing that such costs have been incurred and properly calculated.
- 4.3 No payment shall be made by the Authority in respect of Ancillary Services other than in respect of demonstrably reasonable and proper costs.

Formula for the Ancillary Services Payment

- 4.4 The Contract Rates used to calculate the Ancillary Services Payment are set out in Table 4 and Table 8 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- 4.5 The Ancillary Services Payment for each Payment Period shall be calculated based on Ancillary Services provided in that Payment Period in accordance with the following formula:

AS = Ancillary Services Payment

AS = FT + CW + CW_D + HZ + BW + WEEE + ES + SCS + MW + Sch2 + CAI

Where

FT = Fly Tipping Collection Payment

FT = FT_C * (1 + FT_M)

FT_C = Cost to Provider of Handling Fly Tipped Waste in the relevant Payment Period

FT_M = Fly Tipping Margin, as set out in percentage terms in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)

CW = Clinical Waste Collection Payment

CW = (CW_{V3} * CW_{R3} * I_{RPIX}) + (CW_{Va} * CW_{Ra} * I_{RPIX}) + (CW_{Vsb} * CW_{Rsb} * I_{RPIX})

CW_{V3} = Number of yellow sacks Collected of up to 3 yellow sacks per Collection in the relevant Payment Period

CW_{R3} = Rate per yellow sack of up to 3 yellow sacks as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)

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CW_{Va}	=	Number of additional yellow sacks Collected in the Payment Period
CW_{Ra}	=	Rate per Collection of each additional yellow sack as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
CW_{Vsb}	=	Number of Collections of sharps boxes in the Payment Period
CW_{Rsb}	=	Rate per Collection of sharps boxes as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
I_{RPIX}	=	RPIX Indexation
CW_D	=	Clinical Waste Disposal Payment
CW_D	=	$CW_V * CW_{DR} * I_{RPIX}$
CW_{VT}	=	The Tonnes of Clinical Waste Disposed of in the relevant Payment Period
CW_{DR}	=	Clinical Waste Disposal Rate as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
HZ	=	Hazardous Waste Disposal Payment
HZ	=	$HZ_C * (1 + HZ_M)$
HZ_C	=	Cost to Provider of Hazardous Waste Disposal in the relevant Payment Period
HZ_M	=	Hazardous Waste Disposal Margin, as set out in percentage terms in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
BW	=	Bulky Household Waste Collection Payment
BW	=	$(BW_{V1} * BW_{R1} * I_{RPIX}) + (BW_{V2} * BW_{R2} * I_{RPIX}) + (BW_{V3} * BW_{R3} * I_{RPIX}) +$ $(BW_{V4} * BW_{R4} * I_{RPIX}) + (BW_{V5} * BW_{R45} * I_{RPIX})$
BW_{V1}	=	Number of Collections up to 3 items of Bulky Household Waste in the Payment Period
BW_{R1}	=	Rate per Collection of up to 3 items of Bulky Household Waste as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
BW_{V2}	=	Number of Collections of between 4 and 6 items of Bulky Household Waste in the Payment Period
BW_{R2}	=	Rate per Collection of between 4 and 6 items of Bulky Household Waste as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
BW_{V3}	=	Number of Collections of between 7 and 9 items of Bulky Household Waste in the Payment Period

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BW _{R3}		Rate per Collection of between 7 and 9 items of Bulky Household Waste as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
BW _{V4}		Number of Collections between 10 and 12 additional items (over and above 9 items) in the Payment Period
BW _{R4}		Rate per Collection of between 10 and 12 items of Bulky Household Waste (over and above 9 items) as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
BW _{V5}		Number of Collections between 13 and 15 additional items (over and above 9 items) in the Payment Period
BW _{R5}		Rate per Collection of between 13 and 15 items of Bulky Household Waste (over and above 9 items) as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
WEEE	=	WEEE Payment (processing and disposal, where such items are not collected by the WEEE Contractor ¹ in accordance with the requirements of Schedule 2 (Specification))
WEEE	=	$WEEE_C * (1 + WEEE_M)$
WEEE _C	=	Cost to Provider for processing and disposal of WEEE in the relevant Payment Period
WEEE _M	=	WEEE Margin, as set out in percentage terms in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
ES	=	Emergency Services Payment
ES	=	$ES_C * (1 + ES_M)$
ES _C	=	Cost to Provider for providing Emergency Services in the relevant Payment Period
ES _M	=	Emergency Services Margin, as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
SCS	=	Street Cleansing Services Payment
SCS	=	$(SC_R * I_{RPIX}) / 12 + SC_A$
SC _R	=	Street Cleansing Services Rate as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)

¹ (unless the WEEE Contractor is a Provider-Related Party in which case the WEEE payment under this Contract shall be zero)

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I_{RPIX}	=	RPIX Indexation
SC_A	=	Additional Street Cleansing Services
SC_A	=	$SC_{AC} * (1 + SC_{CM})$
SC_{AC}	=	Cost to Provider for providing Additional Street Cleansing Services in the relevant Payment Period
SC_{CM}	=	Additional Street Cleansing Services Margin, as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
MW	=	Minor Works Payment
MW	=	$MW_C * (1 + MW_M)$
MW_C	=	Cost to Provider for providing the Minor Works in the relevant Payment Period
MW_M	=	Minor Works Margin, as set out in Table 4 of Appendix 1 to this Schedule 7a (Payment Mechanism)
Sch2	=	Schedule 2 Waste Collection Payment calculated by multiplying the numbers of the various Schedule 2 Receptacles Collected by the Contract Rates as set out in Table 8 of Appendix 1 to this Schedule 7a (Payment Mechanism) indexed at the start of each Contract Year using RPIX Indexation
CAI	=	Commercial and Industrial Waste Collection Payment calculated by multiplying the numbers of the various Commercial and Industrial Receptacles Collected by the Contract Rates as set out in Table 8 of Appendix 1 to this Schedule 7a (Payment Mechanism) indexed at the start of each Contract Year using RPIX Indexation

5. Pass Through Payment (PT)

Principles of the Pass Through Payment

- 5.1 In respect of any Payment Period, where the Provider is liable for and has paid National Non-Domestic Rates (“NNDR”) in respect of any of the Project Facilities then the Monthly Unitary Charge shall include the amount properly paid by the Provider in respect of NNDR in the Payment Period. If directed by The Authority’s Representative, the Provider shall appeal the quantum of NNDR and if this occurs any Payments by the Authority for NNDR shall include all costs reasonably incurred by the Provider in pursuing such an appeal provided that the Provider’s invoice for the relevant Payment Period is supported by satisfactory documentary evidence that such costs have been incurred and properly calculated.
- 5.2 Pursuant to clause 28.3.2D of this Contract, the Monthly Unitary Charge may include any employer contributions paid by the Provider over and above ██████ of the aggregate Pay of the Eligible Employees.
- 5.3 Pursuant to clause 28.3.2FA the Monthly Unitary Charge may include any reimbursement for any amounts paid to the Fund in accordance with clause 28.3.1FA.

Formula for the Pass Through Payment

5.4 The Pass Through Payment for each Payment Period shall be calculated in accordance with the following formula:

$$\begin{aligned} \text{PT} &= \text{Pass Through Payment} \\ \text{PT} &= \text{NNDR} + \text{EEC} + \text{LSP} \end{aligned}$$

Where:

- NNDR = The amount of National Non Domestic Rates paid by the Provider in respect of Project Facilities within the Payment Period
- EEC = The amount of excess employer contributions paid by the Provider as defined in accordance with clause 28.3.2D of this Contract
- LSP = The lump sum to be paid to the Provider pursuant to clause 28.3.2FA of this Contract to reimburse it for any amount paid to the Fund in accordance with clause 28.3.1FA of this Contract

6. Performance Deductions and Unavailability Deductions (D_t)

- 6.1 Performance Deductions and Unavailability Deductions (D_t) are made from the Monthly Unitary Charge for each Payment Period.
- 6.2 Schedule 7b (Performance and Unavailability Framework) outlines the methodology for determining the total amount of Performance Deductions and Unavailability Deductions to be levied in each Payment Period.
- 6.3 The Performance Deductions and Unavailability Deductions for each Payment Period shall be calculated in accordance with the following formula:

D_t = Performance Deduction and Unavailability Deduction

$$D_t = ((D_{WTS_{AV}} + D_{WTS_{P}}) * I_{WTS}) + ((D_{CRS_{AV}} + D_{CRS_{P}}) * I_{CRS})$$

Where:

D_{WTS_{AV}} = Unavailability Deductions in respect of the Waste Treatment Services in the relevant Payment Period as calculated in accordance with Schedule 7b (Performance and Unavailability Framework), which determines the Availability of the Services

D_{WTS_P} = Performance Deductions in respect of the Waste Treatment Services in the relevant Payment Period as calculated in accordance with Schedule 7b (Performance and Unavailability Framework), which determines the Performance of the Services

I_{WTS} = WTS Index, as calculated in accordance paragraph 18.5 of this Schedule 7a (Payment Mechanism)

D_{CRS_{AV}} = Unavailability Deductions in respect of the Collection and Recycling Services in the relevant Payment Period as calculated in accordance with Schedule 7b (Performance and Unavailability Framework), which determines the Availability of the Services

D_{CRS_P} = Performance Deductions in respect of the Collection and Recycling Services in the relevant Payment Period as calculated in accordance with of Schedule 7b (Performance and Unavailability Framework), which determines the Performance of the Services

I_{CRS} = CRS Index, as calculated in accordance paragraph 18.6 of this Schedule 7a (Payment Mechanism)

7. Landfill Allowance Adjustment (A)

Principles of the Landfill Allowance Adjustment

- 7.1 The Landfill Allowance Adjustment, which relates to the prior Contract Year, will be paid or deducted in the Payment Period of the relevant Contract Year of the Authority's choosing.
- 7.2 Any additional income generated or costs incurred through the Authority's participation in the Landfill Allowance Trading Scheme ("LATS") for the immediately preceding Contract Year arising from variances in the Provider's BMW Diversion Performance from the BMW Diversion Target in the prior Contract Year will be shared by the Authority and the Provider.

Formula for the Landfill Allowance Adjustment

- 7.3 The Landfill Allowance Adjustment is calculated as follows:

$$A = (\blacksquare\% * L_{ATS}) - OT_D$$

Where:

L_{ATS} = The LATS income or cost arising from the BMW Diversion Performance being less than or greater than the BMW Diversion Target as calculated below in paragraph 7.4 of this Schedule 7a (Payment Mechanism)

OT_D = The Off-Take Deduction, which only applies from the 1st February 2009 until the Planned WTF Commencement Date and is calculated below in paragraph 7.5 of this Schedule 7a (Payment Mechanism)

- 7.4 If the Provider has exceeded its BMW Diversion Target ($BMW_A > BMW_C$) then:

$$L_{ATS} = (BMW_A - BMW_C) * \text{the lower of } \pounds \blacksquare \text{ and } (BMW_I / BMW_V)$$

Where L_{ATS} cannot be less than zero

If the Provider has fallen short of its BMW Diversion Target ($BMW_A < BMW_C$) then:

$$L_{ATS} = (BMW_A - BMW_C) * \text{the lower of } \pounds \blacksquare \text{ and } (BMW_{CT} / BMW_V)$$

Where L_{ATS} cannot be more than zero

Where:

BMW_A = BMW Diversion Performance, as calculated below

BMW_C = BMW Diversion Target, as calculated below

BMW_I = The Authority's total income from the sale of Landfill Allowances in the prior Contract Year

BMW_{CT} = The Authority's total cost of purchasing Landfill Allowances and the total book value of any Landfill Allowances borrowed in the immediately preceding Contract Year.

BMW_V = The Authority's actual variance in Tonnes from its LATS targets in the prior Contract Year

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Where:

BMW_C	=	$(C_{RC} * BMW_{RC}) + ((V_{SABCcomp} + (V_{SABCrec} * BMW_{SABCrec})) * C_{SABCrat}) + ((A_{OTT} + C_{VT}) * BMW_{Res}) + (V_{Clin} * BMW_{Clin}) + (V_{Haz} * BMW_{Haz})$
C_{RC}	=	the SWP Recycling and Composting Target for the prior Contract Year
BMW_{RC}	=	The BMW Recycling and Composting Rate, as set out in Table 10 of Appendix 2 to this Schedule 7a (Payment Mechanism)
$V_{SABCcomp}$	=	the Tonnage of Compostable Waste delivered to the Provider by SABC in the prior Contract Year
$V_{SABCrec}$	=	the Tonnage of Recyclable Materials delivered to the Provider by SABC in the prior Contract Year
$BMW_{SABCrec}$	=	the actual BMW content (measured as a percentage) of Recyclable Materials delivered to the Provider by SABC in the prior Contract Year
A_{OTT}	=	Additional Off Take Tonnage, as determined in accordance with Schedule 33 (Off-Take Protocol)
C_{VT}	=	Contract Level of Treatment as determined in accordance with paragraph 1.6 of Schedule 2 (Specification)
BMW_{Res}	=	BMW content (measured as a percentage) of Residual Waste, calculated in accordance with the methodology set out in paragraph 1.6.21 of Schedule 2 (Specification)
V_{Clin}	=	The Tonnage of Clinical Waste diverted from Landfill by the Provider in the prior Contract Year
BMW_{Clin}	=	The BMW content (measured as a percentage) of Clinical Waste expected to be diverted from Landfill by the Provider in the prior Contract Year
V_{Haz}	=	The Tonnage of Hazardous Waste diverted from Landfill by the Provider in the prior Contract Year
BMW_{Haz}	=	The BMW content (measured as a percentage) of Hazardous Waste diverted from Landfill by the Provider in the prior Contract Year
$C_{SABCrat}$	=	The SABC Recycling and Composting Rate, as set out in Table 7, Appendix 2 to this Schedule 7a (Payment Mechanism)

And where:

BMW_A	=	$(A_{RC} * BMW_{RC}) + ((V_{SABCcomp} + (V_{SABCrec} * BMW_{SABCrec})) * C_{SABCrat}) + (A_{VT} * BMW_{Res}) + (V_{Clin} * BMW_{Clin}) + (V_{Haz} * BMW_{Haz})$
A_{RC}	=	The tonnage of Contract Waste Collected by the Provider or delivered to HRCs (excluding Waste delivered to the Barnsley Lane HRC in the period up to 14 February 2009) and then Recycled or Composted in the prior Contract Year

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A_{VT} = Actual Level of Treatment in tonnes in the prior Contract Year

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7.5 The Offtake Deduction is designed to compensate the Authority for the costs of Landfilling Contract Waste that is forecast to be Diverted via the Off Take Contract in accordance with the Base Case Model. From the 1st October 2009 until the Planned WTF Commencement Date only the Off-Take Deduction is calculated in accordance with the following formula:

OT_D = The Off-Take Deduction

OT_D = $(BMW_{CT} / BMW_V) * (\blacksquare - A_{VT})$

Where:

The calculation of BMW_{CT} / BMW_V cannot return a value of greater than \blacksquare ; and

OT_D cannot be less than zero.

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8. Milestone Payments (M)

8.1 The Milestone Payment forms part of the Monthly Unitary Charge.

8.2 The Provider will be paid the fixed sum of [REDACTED]-uplifted by RPIX Indexation in accordance with the milestones as set out in paragraph 3.2 of the Works Development Plan in Schedule 3 (Provider's Proposals).

Formula for the Milestone Payment

8.3 The Milestone Payments (M) is calculated as follows:

$$M = \text{£ [REDACTED]} * M_{\%} * I_{\text{RPIX}}$$

Where :

$M_{\%}$ = The relevant milestone percentage as set out in paragraph 3.2 of the Works Development Plan in Schedule 3 (Provider's Proposals)

I_{RPIX} = RPIX Indexation

Part 3 – Annual Reconciliation Payment

9. Volume Adjustment (V)

Principles of the Volume Adjustment

9.1 The Volume Adjustment is made as part of the Annual Reconciliation.

9.2 The Volume Adjustment acts to adjust the payments made to the Provider within the relevant Contract Year to reflect any additional costs incurred or savings arising from:

- An increase or decrease in the Base Case Number of Households as set out in Table 1 of Appendix 2;
- Treating more or less Contract Waste than the anticipated Base Case Level of Treatment as set out in Table 2 of Appendix 2; and
- A variation arising between the Base Case Level of Recycling and Composting as set out in Table 3 of Appendix 2 and the Contract Recycling and Composting Target as a result of a change in the volume of Contract Waste.

9.3 The Volume Adjustment therefore comprises three separate adjustments:

VC = The Collection Volume Adjustment

VT = The Treatment Volume Adjustment

VRC = The Recycling and Composting Volume Adjustment

9.4 No Volume Adjustment will apply in the following circumstances:

- Positive and negative variances from the Base Case Number of Households between the “Collection Upper Zero Band” and the “Collection Lower Zero Band” as set out in Table 1 of Appendix 2;
- Positive and negative variances in the quantity of Contract Waste Treated between the “Treatment Upper Zero Band” and the “Treatment Lower Zero Band” as set out in Table 2 of Appendix 2; and
- Positive and negative variances in the quantity of Contract Waste Recycled and Composted between the “Recycling and Composting Upper Zero Band” and the “Recycling and Composting Lower Zero Band” as set out in Table 3 of Appendix 2.

9.5 The Volume Adjustment may be positive or negative.

9.6 The Upper Contract Waste Threshold and the Lower Contract Waste Thresholds (together the Contract Waste Thresholds) are set out in Table 5 of Appendix 2.

9.7 If it is forecast or otherwise becomes apparent that the Actual Level of Contract Waste is likely to exceed the Upper Contract Waste Threshold in any Contract Year then the provisions of clause 37.3 (Excess Waste) of this Contract will apply.

9.8 If it is forecast or otherwise becomes apparent that the Actual Level of Contract Waste is likely to be lower than the Lower Contract Waste Threshold in any Contract Year then the

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Authority shall be obliged to submit an Authority Notice of Change on the Provider pursuant to clause 55.1 (Authority Changes) specifying the proposed Change to the Services.

9.9 If it is forecast or otherwise becomes apparent that the Actual Number of Households is likely to be lower than the Collection Lower Band Threshold, as set out in Table 1 of Appendix 2, the Authority shall be obliged to submit an Authority Notice of Change on the Provider pursuant to clause 55.1 (Authority Changes) specifying the proposed Change to the Services.

9.10 The formulae for calculating the Volume Adjustment is set out below.

Formulae for the Volume Adjustment

9.11 In any Contract Year the Volume Adjustment will be determined in accordance with the following formula:

$$V = VC + VT + VRC - CRS_{RA}$$

Where:

CRS_{RA} = CRS Charge Rebasing Adjustment for the relevant Contract Year as calculated in accordance with paragraph 2.16 of this Schedule 7a (Payment Mechanism)

9.12 The Collection Volume Adjustment (VC)

Where the Actual Household Variance is greater than the Collection Upper Zero Band, ($A_{HV} > C_{UZB}$):

$$VC = (A_{HV} - C_{UZB}) * (VC_{RU} * (CY_{PP}/12)) * I_{CRS}$$

Where the Actual Household Variance is less than the Collection Lower Zero Band, ($A_H < C_{LZB}$):

$$VC = (A_{HV} - C_{LZB}) * (VC_{RL} * (CY_{PP}/12)) * I_{CRS}$$

Where:

A_{HV} = The Actual Household Variance

C_{UZB} = Collection Upper Zero Band as set out in Table 1 of Appendix 2 to this Schedule 7a (Payment Mechanism)

C_{LZB} = Collection Lower Zero Band as set out in Table 1 of Appendix 2 to this Schedule 7a (Payment Mechanism)

VC_{RU} = The Upper Band Collection Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

VC_{RL} = The Lower Band Collection Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

CY_{PP} = The number of Payment Periods within the relevant Contract Year

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I_{CRS} = CRS Index, as calculated in accordance paragraph 18.6 of this Schedule 7a (Payment Mechanism)

Where:

A_{HV} = $A_H - B_{CH}$

A_H = Actual Number of Households in the Contract Year

B_{CH} = Base Case Number of Households in the Contract Year as set out in Table 1 of Appendix 2

9.13 The Treatment Volume Adjustment (VT)

Where the Actual Treatment Variance is greater than the Treatment Upper Zero Band, ($A_{TV} > T_{UZH}$):

VT = $(A_{TV} - T_{UZH}) * VT_{RU} * I_{RPIX}$

Where the Actual Treatment Variance is less than the Treated Lower Zero Band, ($A_{TV} < T_{LZH}$):

VT = $(A_{TV} - T_{LZH}) * VT_{RL} * I_{RPIX}$

Where:

A_{TV} = Actual Treatment Variance

T_{UZH} = Treatment Upper Zero Band as set out in Table 2 of Appendix 2 to this Schedule 7a (Payment Mechanism)

T_{LZH} = Treatment Lower Zero Band as set out in Table 2 of Appendix 2 to this Schedule 7a (Payment Mechanism)

VT_{RU} = The Upper Band Treatment Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

VT_{RL} = The Lower Band Treatment Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

I_{RPIX} = RPIX Indexation

Where:

A_{TV} = $A_{VT} - BC_{VT}$

A_{VT} = Actual Level of Treatment in tonnes in the Contract Year

BC_{VT} = Base Case Level of Treatment in tonnes in the Contract Year as set out in Table 2 of Appendix 2 to this Schedule 7a (Payment Mechanism)²

² Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts either a Baseline Interim Service Plan or a Run Out Service Plan then during the period of Interim Services or Run Out Services the Base Case Level of Treatment would be 15,000 Tonnes per Contract Year

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9.14 The Recycling and Composting Volume Adjustment (VRC)

Where the Actual Recycling and Composting Variance is greater than the Recycling and Composting Upper Zero Band, ($A_{RCV} > RC_{UZH}$):

$$VRC = (VRC_{U4} * VRC_{RU4} * I_{RPIX}) + (VRC_{U3} * VRC_{RU3} * I_{RPIX}) + (VRC_{U2} * VRC_{RU2} * I_{RPIX}) + (VRC_{U1} * VRC_{RU1} * I_{RPIX})$$

Where the Actual Recycling and Composting Variance is less than the Recycling and Composting Lower Zero Band, ($A_{RCV} < RC_{LZH}$):

$$VRC = (A_{RCV} - RC_{LZH}) * VRC_{RL} * I_{RPIX}$$

Where:

A_{RCV} = Actual Recycling and Composting Variance

RC_{UZH} = Recycling and Composting Upper Zero Band as set out in Table 3 of Appendix 2 to this Schedule 7a (Payment Mechanism)

RC_{LZH} = Recycling and Composting Lower Zero Band as set out in Table 3 of Appendix 2 to this Schedule 7a (Payment Mechanism)

VRC_{RU4} = The Fourth Upper Band Recycling and Composting Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

VRC_{RU3} = The Third Upper Band Recycling and Composting Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

VRC_{RU2} = The Second Upper Band Recycling and Composting Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

VRC_{RU1} = The First Upper Band Recycling and Composting Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

VRC_{RL} = The Lower Band Recycling and Composting Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)

VRC_{U4} = $RC_{UAV} - (RC_{UB1} + RC_{UB2} + RC_{UB3})$
Where VRC_{U4} cannot be a negative number

VRC_{U3} = $RC_{UAV} - (RC_{UB1} + RC_{UB2}) - VRC_{U4}$
Where VRC_{U3} cannot be a negative number

VRC_{U2} = $RC_{UAV} - RC_{UB1} - VRC_{U3} - VRC_{U4}$
Where VRC_{U2} cannot be a negative number

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$$VRC_{U1} = RC_{UAV} - VRC_{U2} - VRC_{U3} - VRC_{U4}$$

Where VRC_{U1} cannot be a negative number

$$I_{RPIX} = RPIX \text{ Indexation}$$

Where:

$$RC_{UAV} = \text{Recycling and Composting Upper Adjusting Variance}$$

$$RC_{UAV} = A_{RCV} - RC_{UB}$$

Where RC_{UAV} cannot be less than zero

$$RC_{UB1} = \text{Recycling and Composting Upper Band 1 as set out in Table 3 of Appendix 2 to this Schedule 7a (Payment Mechanism)}$$

$$RC_{UB2} = \text{Recycling and Composting Upper Band 2 as set out in Table 3 of Appendix 2 to this Schedule 7a (Payment Mechanism)}$$

$$RC_{UB3} = \text{Recycling and Composting Upper Band 3 as set out in Table 3 of Appendix 2 to this Schedule 7a (Payment Mechanism)}$$

And where:

$$A_{RCV} = (C_{RC} + C_{SABC}) - BC_{RC}$$

$$C_{RC} = \text{SWP Recycling and Composting Target, measured in tonnes, for the relevant Contract Year as calculated in accordance with paragraph 11.7 of this Schedule 7a (Payment Mechanism)}$$

$$C_{SABC} = \text{SABC Recycling and Composting Target, measured in tonnes, for the relevant Contract Year as calculated in accordance with paragraph 11.7 of this Schedule 7a (Payment Mechanism)}$$

$$BC_{RC} = \text{Base Case Level of Recycling and Composting in the Contract Year as set out in Table 3 of Appendix 2 to this Schedule 7a (Payment Mechanism)}$$

10. SABC Reconciliation (SABC_R)

Principles of the SABC Reconciliation

- 10.1 The SABC Reconciliation is performed as part of the Annual Reconciliation.
- 10.2 The SABC Reconciliation compensates the Provider for the loss of third party revenues caused by changes in the composition and volume of Recyclable Material and Compostable Waste delivered to the Provider by SABC up to the SABC Collection Date.

Formula for the SABC Reconciliation

- 10.3 The SABC Reconciliation is calculated in accordance with the following formula:

$$\begin{aligned} \text{SABC}_R &= \text{SABC Reconciliation} \\ \text{SABC}_R &= ((\text{VFSABC}_{\text{COMP}} - \text{VSABC}_{\text{COMP}}) * (\text{SABC}_{\text{COMPI}} * I_{\text{RPIX}})) + \\ &\quad ((\text{VFSABC}_{\text{REC}} - \text{VSABC}_{\text{REC}}) * (\text{SABC}_{\text{RECI}} * I_{\text{RPIX}})) \end{aligned}$$

Where:

- $\text{VFSABC}_{\text{COMP}}$ = Base Case Level of SABC Compostable Waste, as set out in Table 6 of Appendix 2 to this Schedule 7a (Payment Mechanism)
- $\text{VSABC}_{\text{COMP}}$ = Actual Tonnage of SABC Compostable Waste in the relevant Contract Year
- $\text{SABC}_{\text{COMPI}}$ = Income per tonne (in pounds) for Compostable Waste delivered to the Provider by SABC, as set out in Table 6 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- $\text{VFSABC}_{\text{REC}}$ = Base Case Level of SABC Recyclable Material, as set out in Table 6 of Appendix 2 to this Schedule 7a (Payment Mechanism)
- $\text{VSABC}_{\text{REC}}$ = Actual Tonnage of SABC Recyclable Material in the relevant Contract Year
- $\text{SABC}_{\text{RECI}}$ = Income per tonne (in pounds) for Recyclable Material delivered to the Provider by SABC, as set out in Table 6 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- I_{RPIX} = RPIX Indexation

11. Landfill Payment Reconciliation (L_R)

Principles of the Landfill Payment Reconciliation

11.1 The Landfill Payment Reconciliation is part of the Annual Reconciliation.

11.2 The Landfill Payment Reconciliation directly links the payment by the Authority for Landfill services to the Provider's achievement of the Contract Diversion Target. The effect of the Landfill Payment Reconciliation ensures that:

- where the Contract Diversion Target is achieved or exceeded by the Provider, all costs associated with Landfill are reimbursed; yet
- where the Provider fails to achieve the Contract Diversion Target in any Contract Year, the payment covers the Provider's Landfill costs up to the Contract Diversion Target only.

11.3 The Contract Diversion Target is the sum of:

- the Contract Recycling and Composting Target;
- the SABC Recycling and Composting Target;
- the Contract Level of Treatment as determined in accordance with paragraph 1.6.7.1 of Schedule 2 (Specification);
- Any Additional Off Take Tonnage as determined in accordance with Schedule 33 (Off-Take Protocol)
- the tonnage of Rubble segregated by the Provider at the HRCs or otherwise; and
- the tonnage of Clinical Waste and Hazardous Waste Diverted from Landfill by the Provider.

11.4 Where more Contract Waste is sent to Landfill in a Contract Year than the Base Case Level of Landfill for that Contract Year, as set out in Table 4 of Appendix 2, then for this surplus Tonnage only, the Landfill gate fee payable will exclude the Provider's profit margin.

Formula for the Landfill Payment Reconciliation

11.5 The Landfill Payment Reconciliation is calculated in accordance with the following formula.

11.6 Where the Actual Diversion Performance is greater than or equal to the Contract Diversion Target ($A_D \geq C_D$):

$$L_R = (V_A - AL_{NC} - A_D + W) * (L_G + L_{TA}) - L$$

11.7 Where the Actual Diversion Performance is less than the Contract Diversion Target ($A_D < C_D$):

$$L_R = (V_A - AL_{NC} - C_D + W) * (L_G + L_{TA}) - L$$

Where :

A_D = Actual Diversion Performance for the relevant Contract Year

A_D = $A_{RC} + A_{SABC} + A_{VT} + V_{Rub} + V_{Clin} + V_{Haz}$

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- C_D = Contract Diversion Target for the Contract Year
- C_D = $C_{RC} + C_{SABC} + C_{VT} + A_{OTT} + V_{Rub} + V_{Clin} + V_{Haz}$
- V_A = Actual Level of Contract Waste handled for that Contract Year
- AL_{NC} = The balance of the actual level of Residual Waste Landfilled at Landfill facilities designated by the Authority's representative pursuant to paragraph 12.2.1.ii of Schedule 2 (Specification) in the relevant Contract Year less any Tonnage Landfilled pursuant to paragraph 12.3.5 of Schedule 2 (Specification)
- L_G = Contract Landfill Gate Fee per tonne for that Contract Year
- L_G = IF $A_D \geq C_D$ then $((T_1 * L_{GA} * I_{RPIX}) + (T_2 * L_{GB} * I_{RPIX})) / L_A$
IF $A_D < C_D$ then $((T_1 * L_{GA} * I_{RPIX}) + ((T_2 - (C_D - A_D)) * L_{GB} * I_{RPIX})) / (L_A - (C_D - A_D))$
- L_{TA} = Prevailing rate of Landfill Tax per tonne for Active Waste in the relevant Contract Year
- W = The Tonnage of Contract Waste Treated at the WTF prior to the Planned WTF Commencement Date
- L = The Landfill Payment, as calculated in accordance with paragraph 3 of this Schedule 7a (Payment Mechanism)

And where:

- A_{RC} = The tonnage of Contract Waste Collected by the Provider or delivered to HRCs (excluding Waste delivered to the Barnsley Lane HRC in the period up to 14 February 2009) and then Recycled or Composted in the relevant Contract Year
- A_{SABC} = The tonnage of Recyclable Materials or Compostable Waste collected by SABC which is then Recycled or Composted in the relevant Contract Year
- C_{RC} = SWP Recycling and Composting Target, measured in Tonnes, for the relevant Contract Year as calculated below:
- C_{RC} = $C_{RCrat} * (V_{SWP} - V_{Rub} - V_{Clin} - V_{Haz})$
- C_{RCrat} = The Contract Recycling and Composting Rate, set out in Table 7 of Appendix 2 to this Schedule 7a (Payment Mechanism)
- V_{SWP} = The Tonnage of Contract Waste collected by the Provider from the Collection Contract Area or delivered to HRCs (excluding Waste delivered to the Barnsley Lane HRC in the period up to 14 February 2009)
- V_{Rub} = the Tonnage of Rubble segregated by the Provider at HRCs or otherwise in the Contract Year
- V_{Clin} = The Tonnage of Clinical Waste Diverted from Landfill by the Provider in the

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- V_{Haz} = The Tonnage of Hazardous Waste Diverted from Landfill by the Provider in the Contract Year
- C_{SABC} = SABC Recycling and Composting Target for the relevant Contract Year as calculated below:
- $C_{\text{SABC}} = C_{\text{SABCrat}} * (V_{\text{SABCcomp}} + V_{\text{SABCrec}})$
- C_{SABCrat} = The SABC Recycling and Composting Rate, as set out in Table 7, Appendix 2 to this Schedule 7a (Payment Mechanism)
- V_{SABCcomp} = The Tonnage of Compostable Waste delivered to the Provider by SABC and meeting Waste Reception Criteria set out in Schedule 40 (Waste Reception Protocol)
- V_{SABCrec} = The Tonnage of Recyclable Materials delivered to the Provider by SABC and meeting Waste Reception Criteria set out in Schedule 40 (Waste Reception Protocol)

And Where:

- A_{VT} = Actual Level of Treatment in Tonnes in the Contract Year
- C_{VT} = Contract Level of Treatment as determined in accordance with paragraph 1.6.7.1 of Schedule 2 (Specification)
- A_{OTT} = Additional Off Take Tonnage, as determined in accordance with Schedule 33 (Off-Take Protocol)
- T_1 = Contract Waste sent to Landfill up to the Base Case Level of Landfill
- $T_1 = \begin{cases} L_A & \text{IF } L_A \leq L_{\text{BC}} \\ L_{\text{BC}} & \text{IF } L_A > L_{\text{BC}} \end{cases}$
- L_{GA} = Landfill Gate Fee A (including the Provider's margin) as set out in Table 3 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- T_2 = Contract Waste sent to Landfill over the Base Case level of Landfill
- $T_2 = L_A - L_{\text{BC}}$
- L_{GB} = Landfill Gate Fee B (excluding the Provider's margin) as set out in Table 3 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- L_A = Actual Level of Landfill
- $L_A = V_A - A_D - A_{\text{LNC}}$
- L_{BC} = Base Case Level of Landfill as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism)

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I_{RPIX} = RPIX Indexation

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12. Monthly Unitary Charge Outstanding Payments (UC_{MOP})

- 12.1 The Monthly Unitary Charge Outstanding Payments (UC_{MOP}) is part of the Annual Reconciliation.
- 12.2 The Monthly Unitary Charge Outstanding Payments is the net payment and/or deduction in respect of outstanding Ancillary Services Payments, Pass Through Payments and Performance Deductions and Unavailability Deductions relating to the relevant Contract Year, calculation of which will be in accordance with paragraphs 4, 5 and 6 of this Schedule 7a (Payment Mechanism) respectively.

13. Landfill Diversion Bonus (E)

Principles of the Landfill Diversion Bonus

13.1 The Landfill Diversion Bonus is paid as part of the Annual Reconciliation.

13.2 Where:

- the Actual Diversion Performance is greater than or equal to the Contract Diversion Target ($A_D \geq C_D$);
 - The Tonnage of Contract Waste Collected by the Provider and the Tonnage of Recyclable Materials or Compostable Waste collected by SABC that is Recycled or Composted is greater than or equal to the Contract Recycling and Composting Target;
 - the Actual Level of Provider Landfill is less than the Base Case Level of Landfill; and
 - KPI 8 of Schedule 7b (Performance and Unavailability Framework) has been satisfied,
- the Provider will be paid a Landfill Diversion Bonus.

13.3 If it is forecast or otherwise becomes apparent that the Actual Level of Landfill is likely to exceed the Base Case Level of Landfill in any Contract Year the Authority and the Provider will review paragraph 13 of Schedule 7a (Payment Mechanism) to assess whether the Provider has appropriate incentive to Divert the additional Contract Waste from Landfill.

Formula for the Landfill Diversion Bonus

13.4 The Landfill Diversion Bonus is calculated in accordance with the following formula:

IF $A_D \geq C_D$
AND $L_{AP} \leq L_{BC}$
AND $A_{RC} + A_{SABC} \geq C_{RC} + C_{SABC}$
AND KPI 8 has been satisfied

THEN

$$E = (L_{BC} - L_{AP}) * (L_{TA} * \blacksquare\%)$$

Where:

L_{AP} = Actual Level of Provider Landfill

L_{AP} = $L_A - (VSABC_{RES} - VFSABC_{RES})$

L_{BC} = Base Case Level of Landfill as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism)

L_{TA} = Prevailing rate of Landfill Tax per tonne for Active Waste in the relevant Contract Year

And:

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L_A = Actual Level of Landfill

$VSABC_{RES}$ = The Actual Level of SABC Residual Waste

$VFSABC_{RES}$ = The Base Case Level of SABC Residual Waste, as set out in Table 6 of Appendix 2 to this Schedule 7a (Payment Mechanism)

13.5 Where in accordance with Schedule 34 (Interim Services Plan and Run Out Services Plan) the Authority accepts the Baseline Interim Service Plan then during the period of Interim Services only the formula for calculating the Landfill Diversion Bonus is amended to be as follows:

IF $A_D \geq C_D$

AND $L_{AP} \leq (L_{BC} + L_{IS})$

AND $A_{RC} + A_{SABC} \geq C_{RC} + C_{SABC}$

AND KPI 8 has been satisfied

THEN

E = $((L_{BC} + L_{IS}) - L_{AP}) * (L_{TA} * \blacksquare\%)$

Where:

L_{IS} = Interim Service Landfill as set out in Table 4 of Appendix 2 to this Schedule 7a (Payment Mechanism)

14. Excess Revenue Share (ER)

Principles of the Excess Revenue Share

- 14.1 The Excess Revenue Share is part of the Annual Reconciliation.
- 14.2 The Excess Revenue Share shares any additional third party income, over and above that included in the Base Case Model, between the Authority and the Provider.
- 14.3 The Excess Revenue Share applies to:
- excess revenue from energy generation from the Planned WTF Commencement Date; and
 - excess revenue from the sale of Recyclable Materials and Compost.

Formula for the Excess Revenue Share

- 14.4 The Excess Revenue Share for the relevant Contract Year (ER) is calculated as follows:

$$\text{ER} = \begin{array}{l} \text{The higher of:} \\ (\blacksquare \% * ((\text{EN}_A - \text{EN}_C) + (\text{REC}_A - \text{REC}_C))) - \text{ER}_{\text{CUM}} \\ \text{and 0 (zero)} \end{array}$$

Where :

- EN_A = The actual amount (in pounds) of Cumulative Energy Generation Revenue arising in the Contract Year (from the Planned WTF Commencement Date only)
- EN_C = Contract Cumulative Energy Generation Revenue as set out in Table 7 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- REC_A = The actual amount (in pounds) of Cumulative Recyclable Material and Compost Revenue
- REC_C = Contract Cumulative Recyclable Material and Compost Revenue as set out in table 7 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- ER_{CUM} = The actual amount (in pounds) of cumulative Excess Revenue Share payments received from the Provider up to and including that paid relating to the immediately preceding Contract Year

15. Royalty Payment (R)

Principles of the Royalty Payment

- 15.1 The Royalty Payment is part of the Annual Reconciliation.
- 15.2 The Royalty Payment shares any income arising from Non-Contract Waste being Handled at Project Facilities.
- 15.3 The Royalty Payment applies separately to:
- The Waste Treatment Facility; and
 - CRS Project Facilities.

Formula for the Royalty Payment

- 15.4 The Royalty Payment (R) is calculated as follows:
- 15.5 Where the Non-Contract Waste Treated (NCW_T) is less than or equal to the Contract Level of Treatment (C_{VT}) less the Actual Level of Treatment (A_{VT}) ($NCW_T \leq C_{VT} - A_{VT}$):

$$R = (NCW_{TR} - (NCW_T * VT_{RU} * I_{RPIX})) * \blacksquare \% + R_{CRS}$$

- 15.6 Where:

- the Non-Contract Waste Treated (NCW_T) is greater than the Contract Level of Treatment (C_{VT}) less the Actual Level of Treatment (A_{VT}) ($NCW_T > C_{VT} - A_{VT}$); and
- the calculation $C_{VT} - A_{VT}$ cannot return a value less than zero:

$$R = ((NCW_{TR} - (NCW_T * VT_{RU} * I_{RPIX})) * ((C_{VT} - A_{VT}) / NCW_T) * \blacksquare \%) + ((NCW_{TR} - (NCW_T * VT_{RU} * I_{RPIX})) * ((NCW_T - (C_{VT} - A_{VT})) / NCW_T) * \blacksquare \%) + R_{CRS}$$

Where :

- NCW_{TR} = Non-Contract Waste Treatment Revenue for the relevant Contract Year
- NCW_T = Non-Contract Waste Treated (in Tonnes) at the WTF in the relevant Contract Year
- VT_{RU} = The Upper Band Treatment Volume Adjustment Rate for the relevant Contract Year as set out in Table 2 of Appendix 1 to this Schedule 7a (Payment Mechanism)
- I_{RPIX} = RPIX Indexation
- R_{CRS} = The CRS royalty calculated in accordance with paragraph 15.7 of this Schedule 7a (Payment Mechanism)
- A_{VT} = Actual Level of Treatment in tonnes in the Contract Year
- C_{VT} = Contract Level of Treatment as determined in accordance with paragraph

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1.6.7.1 of Schedule 2 (Specification)

15.7 The CRS royalty is calculated in accordance with the following formula:

$$R_{\text{CRS}} = (\text{£} \blacksquare * I_{\text{RPIX}}) * \text{NCW}_{\text{CRSPF}}$$

$$\text{NCW}_{\text{CRSPF}} = \text{Total Non-Contract Waste (in Tonnes) Handled at CRS Project Facilities}$$

16. Non Contract Waste Displacement Payment (NCW_{DP})

16.1 The Non Contract Waste Displacement Payment forms part of the Annual Reconciliation.

16.2 The Non Contract Waste Displacement Payment relates to payments to be made to the Provider for Tonnages of Contract Waste Treated at the WTF that displace Non Contract Waste as included in the Base Case Model.

Formula for the Non Contract Waste Displacement Payment

16.3 Where the Base Case Level of Treatment is less than 90,000 Tonnes ($BC_{VT} < 90,000$) and the Actual Treatment Variance is less than or equal to 90,000 Tonnes less the Base Case Level of Treatment ($A_{TV} \leq (90,000 - BC_{VT})$) then:

$$NCW_{DP} = A_{TV} * \text{£} \blacksquare * I_{RPIX}$$

16.4 Where the Base Case Level of Treatment is less than 90,000 ($BC_{VT} < 90,000$) and the Actual Treatment Variance is greater than 90,000 less the Base Case Level of Treatment ($A_{TV} > (90,000 - BC_{VT})$) then:

$$NCW_{DP} = (90,000 - BC_{VT}) * \text{£} \blacksquare * I_{RPIX}$$

Where :

A_{TV} = The Actual Treatment Variance as calculated in accordance with paragraph 9.13 of this Schedule 7a (Payment Mechanism)

BC_{VT} = Base Case Level of Treatment in tonnes in the Contract Year as set out in Table 2 of Appendix 2 to this Schedule 7a (Payment Mechanism)

I_{RPIX} = RPIX Indexation

17. Contingency Delivery Point Overrun Charge (CDP_{OC})

17.1 The Contingency Delivery Point Overrun Charge forms part of the Annual Reconciliation.

17.2 Contingency Delivery Point Overrun Charge levies deductions on the Provider to reflect the cost incurred by the Authority of SABC delivering Clinical Waste to be Disposed of outside of the administrative area of SABC.

Formula for the Contingency Delivery Point Overrun Charge

17.3 The Contingency Delivery Point Overrun Charge is calculated in accordance with the following formula:

$$CDP_{OC} = CDP_1 * (£ \blacksquare * I_{RPIX})$$

CDP₁ = The instances of SABC Delivering Clinical Waste to a Contingency Delivery Point outside of its administrative area

I_{RPIX} = RPIX Indexation

Part 4 Indexation

18. Indexation

18.1 This section sets out the methodology for calculating the indices used to index the Contract Rates.

Indexation for the Unadjusted Unitary Charge (An)

18.2 As outlined in paragraph 2 of this Schedule 7a (Payment Mechanism), the Unadjusted Unitary Charge (An) comprises the WTS Charge (An_{WTS}) and the CRS Charge (An_{CRS}).

18.3 Indexation is applied to both An_{WTS} and An_{CRS} based on the following:

- A proportion that is indexed at RPIX representing the non-labour costs;
- A proportion that is indexed at RPI + ██████-representing the labour costs; and
- A proportion that is not indexed.

18.4 The proportions vary between the WTS Charge and the CRS Charge, reflecting the differing cost to the Provider of providing the CRS and the WTS. The proportions to be indexed are set out in Table 5 of Appendix 1.

18.5 The WTS Charge (An_{WTS}) as set out in Table 1 of Appendix 1 is subject to indexation at the start of each Contract Year using the WTS Index (I_{WTS}) as calculated in accordance with the following formula:

$$I_{WTS} = \text{WTS Index}$$
$$I_{WTS} = \text{Fixed}_{WTS\%} + (\text{RPIX}_{WTS\%} * I_{RPIX}) + (\text{Labour}_{WTS\%} * I_{LABOUR})$$

Where

Fixed_{WTS%} = Percentage of the WTS Charge not subject to indexation as set out in Table 5 of Appendix 1 to this Schedule 7a (Payment Mechanism)

RPIX_{WTS%} = Percentage of the WTS Charge subject to RPIX Indexation for each Contract Year as set out in Table 5 of Appendix 1 to this Schedule 7a (Payment Mechanism)

Labour_{WTS%} = Percentage of the WTS Charge subject to Labour Indexation for each Contract Year as set out in Table 5 of Appendix 1 to this Schedule 7a (Payment Mechanism)

I_{RPIX} = RPIX Indexation

I_{LABOUR} = Labour Indexation

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- 18.6 The CRS Charge (A_{CRS}) as set out in Real Terms in Table 1 of Appendix 1 is subject to indexation at the start of each Contract Year using the CRS Index (I_{CRS}) as calculated in accordance with the following formula:

$$I_{CRS} = \text{CRS Index} \\ I_{CRS} = \text{Fixed}_{CRS\%} + (\text{RPIX}_{CRS\%} * I_{RPIX}) + (\text{Labour}_{CRS\%} * I_{LABOUR})$$

Where

$\text{Fixed}_{CRS\%}$ = Percentage of the CRS Charge not subject to indexation as set out in Table 5 of Appendix 1 to this Schedule 7a (Payment Mechanism)

$\text{RPIX}_{CRS\%}$ = Percentage of the CRS Charge subject to RPIX Indexation for each Contract Year as set out in Table 5 of Appendix 1 to this Schedule 7a (Payment Mechanism)

$\text{Labour}_{CRS\%}$ = Percentage of the CRS Charge subject to Labour Indexation for each Contract Year as set out in Table 5 of Appendix 1 to this Schedule 7a (Payment Mechanism)

I_{RPIX} = RPIX Indexation

I_{LABOUR} = Labour Indexation

- 18.7 The RPIX Indexation (I_{RPIX}) is calculated in accordance with the following formula:

$$I_{RPIX} = \text{RPIX}_t / \text{RPIX}_{BD}$$

Where:

RPIX_t = The value of the January RPIX immediately preceding the start of the relevant Contract Year as published in table RPO5 by the Office for National Statistics

RPIX_{BD} = The value of the January 2006 RPIX as published in table RPO5 by the Office for National Statistics

RPIX_{BD} = 189.4

- 18.8 The Labour Indexation (I_{LABOUR}) is calculated in accordance with the following formula:

$$I_{LABOUR} = ((\text{RPI}_t / \text{RPI}_{BD}) ^ (1 / Y) + \blacksquare ^ Y$$

Where:

RPI_t = The value of the January RPI immediately preceding the start of the relevant Contract Year as published in table RPO4 by the Office for National Statistics

RPI_{BD} = The value of the January 2006 RPIX as published in table RPO4 by the Office for National Statistics

RPI_{BD} = 193.4

Y = The number of years from January 2006 to the January preceding the start of the relevant Contract Year

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Indexation for the Monthly Landfill Payment (L_M) and the Landfill Payment Reconciliation (L_R)

- 18.9 The Landfill Gate Fee A (LG_A) and Landfill Gate Fee B (LG_B), as set out in Real Terms in Table 3 of Appendix 1, are subject to indexation at the start of each Contract Year using RPIX Indexation.

Indexation for the Ancillary Service Payment (AS)

- 18.10 The Contract Rates used within the Ancillary Service Payment as set out in Real Terms in Table 4 and Table 8 of Appendix 1 are subject to indexation at the start of each Contract Year using RPIX Indexation.

Indexation for the Performance Deductions and Unavailability Deductions (D_t)

- 18.11 Performance Deductions and Unavailability Deductions in respect of the Waste Treatment Services are subject to indexation using the WTS Index. Performance Deductions and Unavailability Deductions in respect of the Collection and Recycling Services are subject to indexation using the CRS Index.

Indexation for the Volume Adjustment (V)

- 18.12 The Contract Rates used within the Collection Volume Adjustment (VC) are subject to indexation at the start of each Contract Year using the CRS Index (I_{CRS}) as calculated in 18.6 above.
- 18.13 The Contract Rates used within the Treatment Volume Adjustment (VT) and the Recycling and Composting Volume Adjustment (VRC) are subject to indexation at the start of each Contract Year using RPIX Indexation.

Indexation for the SABC Reconciliation ($SABC_R$)

- 18.14 Contract income per tonne for Recyclable Materials delivered to the Provider by SABC ($SABC_{RECI}$) as set out in Table 6 of Appendix 1 and Contract income per tonne for Compostable Waste delivered to the Provider by SABC ($SABC_{COMPI}$) as set out in Table 6 of Appendix 1 are subject to indexation at the start of each Contract Year using RPIX Indexation.

Indexation for the Royalty Payment (R)

- 18.15 The royalty fee of ██████ in respect of CRS Project Facilities is subject to indexation using RPIX Indexation at the start of each Contract Year using RPIX Indexation.

Indexation for the Non-Contract Waste Displacement Payment (NCW_{DP})

- 18.16 The revenue per tonne of ██████ in respect of Non-Contract Waste is subject to indexation using RPIX Indexation at the start of each Contract Year.

Indexation for the Contingency Delivery Point Overrun Charge (CDP_{OC})

- 18.17 The overrun charge of ██████ in respect of the delivery of SABC Clinical Waste to a Contingency Delivery Point is indexed using RPIX Indexation at the start of each Contract Year.

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Appendix 1 - Contract Rates

Appendix 2 - Contract Performance Metrics

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1. PREAMBLE

- 1.1. It is a fundamental principle of this Contract that, if the Provider does not provide any Services, no payment will be made by the Authority to the Provider.
- 1.2. The Unavailability Deduction and Performance Deduction (D_t as set out in Schedule 7a (Payment Mechanism) in respect of each Payment Period is defined as follows:

$$D_t = D_{WTS_{AV}} + D_{CRSAV} + D_{WTSP} + D_{CRSP}$$

Where;

$D_{WTS_{AV}}$ = Unavailability Deductions in respect of the Waste Treatment Services in the relevant Payment Period calculated in accordance with paragraph 3, which shall relate to the Availability, or otherwise, of various elements of the Waste Treatment Services.

D_{CRSAV} = Unavailability Deductions in respect of the Collection and Recycling Services in the relevant Payment Period calculated in accordance with paragraph 3, which shall relate to the Availability, or otherwise, of various elements of the Collection and Recycling Services.

D_{WTSP} = Performance Deductions in respect of the Waste Treatment Services in the relevant Payment Period, calculated in accordance with paragraph 4, which shall relate to the Performance, or otherwise of various elements of the Waste Treatment Services.

D_{CRSP} = Performance Deductions in respect of the Collection and Recycling Services in the relevant Payment Period, calculated in accordance with paragraph 4, which shall relate to the Performance, or otherwise of various elements of the Collection and Recycling Services.

2. INTRODUCTION

- 2.1. This document sets out the framework for monitoring performance and Availability of the Services and for determining any resulting adjustment to payment.

Direct Performance Payment/Deduction

- 2.2. Performance of the Services relates to the delivery of the obligations contained in Schedule 2 (Specification).
- 2.3. At the higher level the primary concern is whether the Provider's performance of the Services is meeting or exceeding Contract Targets. Failure to meet Contract Targets may result in Deductions which shall be applied in accordance with Schedule 7a (Payment Mechanism) as such failures could result in additional costs to the Authority. Prolonged failures to achieve Contract Targets will trigger a Contract Target Default which entitles the Authority to terminate this Contract under Clause 38.1 (Termination on Provider Default). If the Provider exceeds certain Contract Targets, Schedule 7a (Payment Mechanism) includes provision for bonus payments to be made.

Unavailability Deductions

- 2.4. Unavailability Deductions in respect of Collection and Recycling Services will be applicable as set out in paragraph 3 in the event of:
- Missed Collections
 - Any Household Recycling Centre not complying with the HRC Availability Criteria
 - any Delivery Point not complying with Delivery Point Availability Criteria.
- 2.5. Subject to paragraph 3.4, Unavailability Deductions in respect of Waste Treatment Services will be applicable from the Planned WTF Commencement Date if the WTF does not comply with the WTF Availability Criteria.

Performance Deductions

- 2.6. NOT USED
- 2.7. The performance framework set out in paragraph 4, which will apply from the Planned Services Commencement Date assesses performance against Key Performance Indicators (KPIs) (Table 2)..
- 2.8. Failure to comply with KPIs may lead to Performance Failure Points being allocated, in accordance paragraph 4.

Monitoring and Reporting

- 2.9. The Provider will be responsible for the monitoring and accurate recording at all times of its own performance of the Works and Services and of compliance with, or default under, the requirements of this Schedule 7b (Performance and Unavailability Framework).

- 2.10. The Provider will notify the Authority of any Unavailability Events or Performance Failures in Monthly Reports and Annual Reports, providing the information required by Schedule 32 (Reporting Requirements).
- 2.11. Where there is a failure to report Unavailability Events or Performance Failures accurately and timeously, KPI 2a and/or KPI 2b as defined in Table 2 to this Schedule 7b (Performance and Unavailability Framework) shall apply.
- 2.12. Where necessary the Authority will undertake its own assessment and monitoring in seeking to verify the accuracy of any information submitted to it by the Provider.
- 2.13. The reporting frequency set out in column 8 of Table 2 to this Schedule 7b (Performance and Unavailability Framework) is the minimum frequency with which the Provider is required to monitor and report as necessary on all elements of the Services.

3. UNAVAILABILITY FRAMEWORK

Collection and Recycling Services

- 3.1. Collection of Contract Waste shall be performed by the Provider in accordance with paragraph 7 of Schedule 2 (Specification) and the SDP. Unavailability Deductions shall apply in respect of Missed Collections.
- 3.2. HRC Sites shall comply with HRC Availability Criteria within the Opening Hours specified in paragraph 8.4 of Schedule 2 (Specification), and Unavailability Deductions shall apply to the extent that this is not the case.
- 3.3. Delivery Points shall comply with the Delivery Point Availability Criteria within the Opening Hours specified in paragraph 9.3 of Schedule 2 (Specification), and Unavailability Deductions shall apply to the extent that this is not the case.

Waste Treatment Services

Removed on the grounds of commercial sensitivity – EIR exception 12(5)e

- 3.4. The WTF shall comply with WTF Availability Criteria for no less than **x%** of the Opening Hours included in paragraph 11.3 of Schedule 2 (Specification), and Unavailability Deductions shall apply to the extent that this is not the case.

Notification of Unavailability

- 3.5. In the event of an Unavailability Event, the Provider shall record and report the relevant quantities of Missed Collections or durations for which any relevant Services are not Available.
- 3.6. The Provider shall notify the Authority's Representative of any Unavailability Event, and its likely duration.
- 3.7. The Authority's Representative may, upon becoming aware of any Unavailability Event not notified to the Authority's Representative in accordance with paragraph 3.6 above, serve upon the Provider a written notice specifying details of the time and place of the Unavailability Event.
- 3.8. The Provider shall notify the Authority's Representative as soon as possible when a period of Unavailability at a Project Facility has ended by confirming that the relevant Service is Available.
- 3.9. Depending on the nature and extent of the Unavailability Event, the Provider will be liable for Unavailability Deductions calculated in accordance with paragraphs 3.10 and 3.11 below. Prolonged Unavailability Events can result in an Unavailability Default occurring which entitles the Authority to terminate the Contract under Clause 38.1 (Termination on Provider Default).

Calculation of Unavailability Deductions

3.10. The Unavailability Deduction in respect of Collection and Recycling Services (D_{CRSAV}) in the relevant Payment Period shall be calculated as follows:

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$$\begin{aligned}
 D_{CRSAV} = & (U_c \times \text{£x}) \\
 & + (U_{HRC-NS} \times \text{£x}) \\
 & + (U_{HRC-SS} \times \text{£x}) \\
 & + (U_{HRC-Lud} \times \text{£x}) \\
 & + (U_{HRC-Brid} \times \text{£x}) \\
 & + (U_{HRC-Osw} \times \text{£x}) \\
 & + (U_{HRC-BAT} \times \text{£x}) \\
 & + (U_{DP} \times \text{£x})
 \end{aligned}$$

Where:

U_c = the number of Missed Collections during the relevant Payment Period

U_{HRC-NS} = the duration in hours, or part thereof, within the relevant Opening Hours specified in paragraph 8.4 of Schedule 2 (Specification) that the North Shropshire HRC failed to meet the HRC Availability Criteria during the relevant Payment Period

U_{HRC-SS} = the duration in hours, or part thereof, within the relevant Opening Hours specified in paragraph 8.4 of Schedule 2 (Specification) that the South Shropshire HRC failed to meet the HRC Availability Criteria during the relevant Payment Period

$U_{HRC-Lud}$ = the duration in hours, or part thereof, within the relevant Opening Hours specified in paragraph 8.4 of Schedule 2 (Specification) that the Ludlow HRC failed to meet the HRC Availability Criteria during the relevant Payment Period

$U_{HRC-Brid}$ = the duration in hours, or part thereof, within the relevant Opening Hours specified in paragraph 8.4 of Schedule 2 (Specification) that the Bridgnorth HRC failed to meet the HRC Availability Criteria during the relevant Payment Period

$U_{HRC-Osw}$ = the duration in hours, or part thereof, within the relevant Opening Hours specified in paragraph 8.4 of Schedule 2 (Specification) that the Oswestry HRC failed to meet the HRC Availability Criteria during the relevant Payment Period

$U_{HRC-BAT}$ = the duration in hours, or part thereof, within the relevant Opening Hours specified in paragraph 8.4 of Schedule 2 (Specification) that the Battlefield HRC failed to meet the HRC Availability Criteria during the relevant Payment Period

U_{DP} = the duration in hours, or part thereof, within the relevant Opening Hours specified in paragraph 9.3 of Schedule 2 (Specification) that any Delivery Point failed to meet the Delivery Point Availability Criteria during the relevant Payment Period

3.11. The Unavailability Deduction in respect of Waste Treatment Services ($D_{WTS_{AV}}$) in the relevant Payment Period shall be calculated as follows:

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$$D_{WTS_{AV}} = U_{WTF} \times \text{£}x$$

Where:

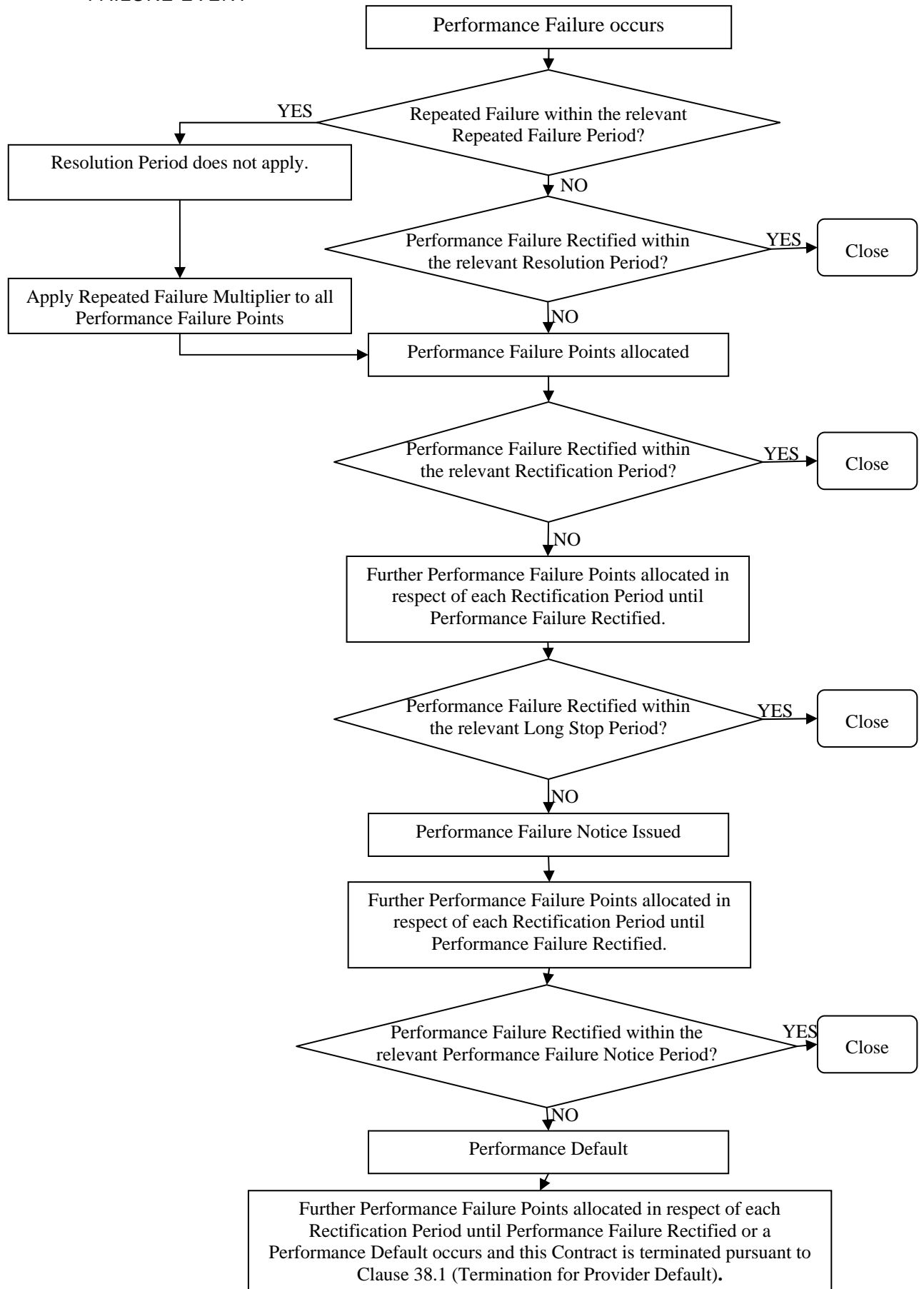
U_{WTF} = the duration in hours or part thereof that the Waste Treatment Facility failed to meet the WTF Availability Criteria in the relevant Contract Year, in excess of a total of x hours in any Contract Year and to the extent not applied in previous Payment Periods

4. PERFORMANCE FRAMEWORK

Key Performance Indicators

- 4.1. This is a performance based Contract in which the Provider's performance in delivering the Services will be assessed against the requirements of Schedule 2 (Specification) and against Key Performance Indicators (KPIs) provided in Table 2.
- 4.2. The KPIs shall be reviewed annually by the Provider and the Authority as set out in paragraph 1.5.3 of Schedule 2 (Specification).
- 4.3. Performance shall be managed in accordance with the flow diagram provided in Figure 1 below:

FIGURE 1 - PERFORMANCE FLOW CHART FOR PERFORMANCE FAILURE EVENT



Resolution Period

- 4.4. Subject to paragraph 4.7 below, in the event of a Performance Failure in respect of any KPI as described in Table 2 to this Schedule 7b (Performance and Unavailability Framework), the Provider is entitled to the duration of the Resolution Period for the relevant KPI as specified in column 9 of Table 2 to this Schedule 7b (Performance and Unavailability Framework) to Rectify the Performance Failure before Performance Failure Points are allocated.
- 4.5. If the Performance Failure has not been Rectified before the end of the Resolution Period, this shall result in the relevant number of Performance Failure Points as specified in column 10 of Table 2 to this Schedule 7b (Performance and Unavailability Framework) being allocated to the Provider.
- 4.6. The Provider shall not be entitled to a Resolution Period where Repeated Failures occur.

Rectification Period

- 4.7. If the Provider fails to Rectify the Performance Failure within the relevant Rectification Period set out in Table 2 to this Schedule 7b (Performance and Unavailability Framework), then a further set of relevant Performance Failure Points as set out in column 10 of Table 2 to this Schedule 7b (Performance and Unavailability Framework) will be allocated to the Provider taking into account any Repeated Failure Multipliers as described in paragraphs 4.14 to 4.17 below.
- 4.8. At the end of each successive Rectification Period until the Performance Failure is Rectified the Provider shall continue to receive the relevant Performance Failure Points as set out in column 10 of Table 2 to this Schedule 7b (Performance and Unavailability Framework) and Repeated Failure Multipliers as applicable.
- 4.9. For the avoidance of doubt, the first Rectification Period shall commence at the end of the relevant Resolution Period.

Long Stop Period

- 4.10. If the Provider fails to rectify a Performance Failure within the Long Stop Period, then the Authority shall issue a Performance Failure Notice pursuant to clause 72.1 (Form and Service of Notices) directing the Provider to Rectify the Performance Failure.
- 4.11. For the avoidance of doubt, the Long Stop Period shall commence at the end of the relevant Resolution Period.

Performance Failure Notice Period

- 4.12. The Performance Failure Notice Period shall commence on expiry of the Long Stop Period if the Performance Failure has not been Rectified. The Performance Failure Notice Period shall have the same duration as that specified in respect of the relevant Long Stop Period.

Performance Default

- 4.13. Failure of the Provider to Rectify the Performance Failure before the expiry of the Performance Failure Notice Period shall constitute Performance Default pursuant to paragraph 7.2 below.

Repeated Failure Multiplier

- 4.14. The objective of the Repeated Failure Multiplier is to incentivise the Provider to Rectify the cause of Performance Failures rather than accept Performance Failures occurring, and in recognition of the Authority's increased costs of Contract monitoring and administration resulting from Repeated Failures.
- 4.15. Repeated Failure Multipliers shall apply where a Performance Failure relating to the same KPI re-occurs within the relevant Repeated Failure Period, irrespective of whether the original Performance Failure has been Rectified.
- 4.16. Performance Failure Points as adjusted by the Repeated Failure Multiplier will be allocated immediately following the expiry of the Repeated Failure Period, and a new Rectification Period will then commence. For the avoidance of doubt, there shall be no Resolution Period for a Repeated Failure. Thereafter the relevant Repeated Failure Multiplier will be applied to all Performance Failure Point allocations for any reoccurring Performance Failures.

Table 1. Repeated Failure Multipliers

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Number of Performance Failures relating to the same KPI within Repeated Failure Period	Repeated Failure Multiplier applied to subsequent Performance Failure Points allocation
x	x
x	x
x	x
x	x
x	x

- 4.17. The Repeated Failure Period for any KPI will be administered as a rolling period from the date of the respective Performance Failure.
- 4.17A In the event of more than x Repeated Failures in respect of the same KPI for KPI numbers 1, 2a, 10, 11, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, the Authority shall issue a Repeated Failure Notice pursuant to clause 72.1 (Form and Service of Notices) directing the Provider to Rectify the Repeated Failure. Upon receipt of a Repeated Failure Notice the Provider shall provide a rectification plan within ten (10) Business Days detailing the measures it will implement to prevent further recurrence against the relevant KPI, such plan to be agreed by the Parties acting reasonably within five (5) Business Days of receipt of the rectification plan. The agreed rectification plan shall then be implemented by the Provider.

Calculation of Total Performance Deduction

4.18. For each relevant Payment Period, the Performance Deduction in respect of the Collection and Recycling Services shall be calculated by reference to the number of Performance Failure Points and the value of Performance Failure Points as follows:

$$D_{CRSP} = PFP_{CRSt} \times VP$$

Where:

PFP_{CRSt} = The total number of Performance Failure Points in respect of the Collection and Recycling Services which the Provider accumulated during the relevant Payment Period (after application of the Repeated Failure Multiplier, where appropriate); and

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$$VP = \text{£}x;$$

4.19. For each relevant Payment Period, the Performance Deduction in respect of the Waste Treatment Services shall be calculated by reference to the number of Performance Failure Points and the value of Performance Failure Points as follows:

$$D_{WTSP} = PFP_{WTSt} \times VP$$

Where:

PFP_{WTSt} = The total number of Performance Failure Points in respect of the Waste Treatment Services which the Provider accumulated during the relevant Payment Period (after application of the Repeated Failure Multiplier, where appropriate); and

$$VP = \text{£}x;$$

4.20. For the avoidance of doubt:

- prior to the Planned WTF Commencement Date, where a Performance Failure relates to both Waste Treatment Services and Collection and Recycling Services, the relevant Performance Failure shall be deemed to apply only in respect of the Collection and Recycling Services;
- from the Planned WTF Commencement Date where a Performance Failure relates to both Waste Treatment Services and Collection and Recycling Services, whilst the Provider is delivering both elements of the Services, the relevant Performance Failure shall be deemed to apply only in respect of the Waste Treatment Services.
- where the Provider is delivering either the Collection and Recycling Services or the Waste Treatment Services, the Performance Failure shall apply in respect of those Services which are being delivered.

4.21. If in any Contract Year, the cumulative sum of Performance Deductions ($D_{CRSP} + D_{WTSP}$) which could apply to the Services delivered during that Contract Year (including any Performance Deductions that may be levied after the end of the Contract Year in respect of annual KPIs for that Contract Year) exceed $x\%$ of

the Base Unitary Charge for that Contract Year, the Performance Deductions for the relevant Payment Period shall be limited to the difference between the cumulative sum of the Performance Deductions levied during all the previous Payment Periods within the relevant Contract Year and **x%** of the Base Unitary Charge for that Contract Year.

Performance KPIs

4.22. Table 2 below provides the KPIs and the associated Performance Failure Points.

4.23. The columns in the table describe the following attributes of each KPI:

Column 1. the KPI reference number;

Column 2. the name of the KPI;

Column 3. the relevant paragraph of the specification which defines the obligation to which the KPI relates;

Column 4. whether the KPI applies to the Collection and Recycling Services;

Column 5. whether the KPI applies to the Waste Treatment Services;

Column 6. a description of the relevant Performance Failure;

Column 7. the method of measurement of Performance Failures;

Column 8. the frequency at which the Provider is required to report performance against the relevant KPI;

Column 9. the Resolution Period;

Column 10. the number of Performance Failure Points to be allocated on each application (subject to Repeated Failure Multipliers as appropriate);

Column 11. the Rectification Period;

Column 12. the Long Stop Period;

Column 13. the Repeated Failure Period.

Table 2. Schedule of Key Performance Indicators

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1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
1	Response to Customer Enquiries	Specification paragraph 3.10.1 and 3.10.6	Yes	Yes	Failure to comply with Specification paragraph 3.10.6 and/or the Provider's Customer Care Procedure as set out in the Provider's Service Delivery Plan	Number of occurrences the Provider fails to comply with Specification paragraph 3.10.6 and/or its Customer Care Procedure	Monthly	1 Business Day	x	5 Business Days	1 Month	1 Month
2a	Reporting Errors	Specification paragraph 3.12.14	Yes	Yes	Failure to ensure a submitted report is without errors, as required in Schedule 32 (Reporting Requirements).	Per Business Day the report is erroneous from the day of notification of an erroneous report by the Authority.	Monthly	5 Business Days	x	1 Business Day	1 Month	12 Months
2b	Failure to Report	Specification paragraph 3.12.14	Yes	Yes	Failure to submit a report as required in Schedule 32 (Reporting Requirements).	Per Business Day the report is not submitted.	Monthly	0	x	1 Business Day	10 Business Days	12 Months
3	Contract Recycling and Composting Target	Specification paragraph 1.6	Yes	No	Failure to meet the Contract Recycling and Composting Target in any	No of Tonnes, or part thereof, by which the Provider failed	Annual	N/A	x	N/A	N/A	72 Months

1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
					Contract Year.	to meet the Contract Recycling and Composting Target.						
4	Contract Waste Diversion Target	Specification paragraph 1.6	Yes	Yes	Failure to meet the Contract Waste Diversion Target in any Contract Year.	No of Tonnes, or part thereof, by which the Provider failed to meet the Waste Diversion Target.	Annual	N/A	x	N/A	N/A	0
5	BMW Diversion Target	Specification paragraph 1.6	Yes	Yes	Failure to meet the BMW Diversion Target in any Contract Year	No of Tonnes, or part thereof, by which the Provider failed to meet the BMW Diversion Target.	Annual	N/A	x	N/A	N/A	0
6	Community Sector Engagement Plan	Specification paragraph 6.1	Yes	Yes	Failure to meet the specific proposals of the Community Sector Engagement Plan as agreed with the Authority	Percentage of proposals not met	Annual	0	x	1 Month	4 Months	72 Months
7	Greenhouse Gas Emissions	Specification paragraph 3.6	Yes	Yes	Failure to achieve annual Greenhouse Gas Emission Objectives as defined in the	Failure to achieve annual reduction	Annual	0	x	12 Months	24 Months	72 Months

1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
					Specification, excluding the Works.							
8	Waste Minimisation and Education Plan	Specification paragraph 5.3	Yes	Yes	Failure to meet the specific proposals that the Provider has responsibility to undertake as set out in the Waste Minimisation and Education Plan pursuant to the SDP Appendix 12.(Waste Minimisation Protocol).	Percentage of proposals not met	Annual	0	x	1 Month	4 Months	72 Months
9	Service Delivery Plan Update	Clause 36.3	Yes	Yes	Failure to provide an Annual Service Performance and Improvement Plan and update the Service Delivery Plan in accordance with the specified requirements.	Per Business Day delay.	Annual	5 Business Days	x	1 Month	1 Month	72 Months
10	Contingency Plan	Specification paragraph 3.8	Yes	Yes	Failure to maintain and comply with the Contingency Plan.	No of occurrences	Monthly	5 Business Days	x	5 Business Days	1 Month	12 Months
11	Necessary Consents	Clause 19.3(b)(i) and Specification paragraph 1.8.4	Yes	Yes	Failure to deliver the Works and Services in accordance with Necessary Consents.	No of occurrences of receipt of copies of notices from regulatory	Monthly	3 Business Hours	x	1 Business Day	1 Month	12 Months

1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
						bodies						
12	Expiry Plan	Specification paragraph 3.3	Yes	Yes	Failure to comply with the Expiry Plan.	No of occurrences	Monthly	5 Business Days	x	5 Business Days	1 Month	n/a
13	Weighing and recording	Specification paragraph 3.12	Yes	Yes	Failure to comply with the procedures set out in the Service Delivery Plan for the weighing and recording of Contract Waste and Non-Contract Waste	No of occurrences	Monthly	1 Business Day	x	5 Business Days	10 Business Days	6 Months
14	Satisfaction Surveys	Specification paragraph 3.11	Yes	Yes	Failure to conduct the Annual Customer Satisfaction Survey as required in the Specification.	No of occurrences	Annual	1 Month	x	0	N/A	72 Months
15	Quality Management System	Specification paragraph 3.4	Yes	Yes	Failure to obtain and maintain a Quality Management System accredited to ISO9001.	No of occurrences	Monthly	5 Business Days	x	1 Month	3 Month	72 Months
16	Environmental Management System	Specification paragraph 3.5	Yes	Yes	Failure to obtain and maintain an Environmental Management System accredited to ISO14001.	No of occurrences	Monthly	5 Business Days	x	1 Month	3 Month	72 Months
17	Fly Tipping	Specification paragraph 3.13.1	Yes	No	Failure to remove Fly-Tipped Waste within the period	No of occurrences	Monthly	1 Business Day	x	5 Business Days	1 Month	6 Months

1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
					specified in the Specification following the Provider becoming aware of the Fly-Tipping Waste.							
18	Collection Safe Working Practices	Specification paragraph 4.3.6	Yes	No	Failure to comply with the Health and Safety Plan proposed by the Provider in the Service Delivery Plan.	No of occurrences	Monthly	0 Hours	x	1 Business Days	5 Business Days	3 Months
19	Spilt Waste	Specification paragraph 7.6	Yes	No	Failure to clear spilt waste and liquid spillages occurring during a collection round at the time of collection.	No of occurrences	Monthly	3 Hours	x	3 Business Hours	1 Month	3 Months
20	Assisted Collections	Specification paragraph 7.8.6	Yes	No	Failure to provide Assisted Collections, as set out in the Contract Waste Collection.	No of occurrences	Monthly	1 Business Day	x	5 Business Days	1 Month	3 Months
21	Bulky Waste Collections	Specification paragraph 13.7.3	Yes	No	Failure to schedule a Bulky Waste Collection within the specified period following a Bulky Waste Collection Notification	No of occurrences	Monthly	5 Business Days	x	5 Business Days	1 Month	6 Months
22	Bulky Waste Collections	Specification paragraph 13.7.5	Yes	No	Failure to collect a Bulky Waste Collection within the Bulky Waste	No of occurrences	Monthly	1 Business Day	x	2 Business Days	1 Month	6 Months

1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
					Collection time/date slot agreed with the Service User.							
23	Bring Bank Standards	Specification paragraph 7.11	Yes	No	Failure to ensure that the relevant Bring Bank site is maintained to the standard set out in the Specification and the Provider's Service Delivery Plan.	No of occurrences	Monthly	1 Business Day	x	5 Business Days	1 Month	6 Month
24	Waste Acceptance	Specification paragraphs 1.9 and 8.8	Yes	No	Failure to ensure that Waste accepted at the HRCs shall be limited to Contract Waste.	No of occurrences	Monthly	0	x	5 Business Days	1 Month	12 Months
25	Mobile HRC	Specification paragraph 8.9.1	Yes	No	Failure to provide a Mobile HRC in accordance with the Specification and/or the Provider's Service Delivery Plan.	No of occurrences	Monthly	0	x	5 Business Days	1 Month	6 Months
26	Traffic Continuity	Specification paragraph 8.5.2(v)	Yes	No	Failure to comply with the Specification and the Service Delivery Plan with regards measures to prevent queuing on the public highway as a result of poor traffic continuity at	No of occurrences	Monthly	3 Business Hours	x	1 Business Day	10 Business Days	6 Months

1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
					each Household Recycling Centre.							
27	Turnaround Times	Specification paragraph 9.6.5	Yes	Yes	Failure to achieve Turnaround time of 15 minutes for any specific vehicle delivering Contract Waste to any Project Facility.	No of occurrences	Monthly	0	x	0	N/A	12 Months
28	Authorised Vehicles	Specification paragraph 9.4.6	Yes	Yes	Failure to ensure that only Authorised Vehicles are permitted to deliver Contract Waste.	No of occurrences	Monthly	0	x	5 Business Days	1 Month	3 Months
29	Traffic Continuity	Specification paragraph 9.6.5	Yes	Yes	Failure to comply with the Specification and the Service Delivery Plan with regards measures to prevent queuing on the public highway as a result of poor traffic continuity at each Delivery Point.	No of occurrences	Monthly	2 Business Hours	x	2 Business Days	1 Month	12 Months
30	Street Cleansing	Specification paragraph 13.10 and Schedule 39	Yes	No	Failure to deliver Street Cleansing Services in accordance with Schedule 39.	No of occurrences	Monthly	1 Business Day	x	5 Business Days	1 Month	6 Month
31	Planned Maintenance	Clause 23.1 and Specification paragraph 3.20.3	Yes	Yes	Failure to comply with Planned Maintenance.	No of occurrences	Monthly	5 Business Days	x	1 Month	1 Month	12 Month

1	2	3	4	5	6	7	8	9	10	11	12	13
KPI No	Key Performance Indicator	Contract Ref	Applicable to Collection and Recycling Services?	Applicable to Waste Treatment Services?	Performance Failure Event	Measurement	Reporting Frequency	Resolution Period	Performance Failure Points allocated to each Measurement	Rectification Period	Long Stop Period	Repeated Failure Period
32	Authority Access	Specification paragraph 3.12.2	Yes	Yes	Failure to provide the nominated Authority Representative(s) with unrestricted access (subject to health and safety), to all Sites and operations utilised by the Provider in providing the Service.	No of occurrences	Monthly	0	x	1 Business Hour	5 Business Days	12 Month
33	Health and Safety Plan	Specification paragraph 4.3.6	Yes	Yes	Failure to comply with the Specification and the Health and Safety Plan	No of occurrences	Monthly	5 Business Days	x	5 Business Days	1 Month	12 Months
34	Accident Reporting	Specification paragraph 4.3.22	Yes	Yes	Failure to inform the Authority of an accident involving a member of the public within 2 Business Hours of the accident becoming known to the Provider.	No of occurrences	Daily	0	x	1 Business Day	1 Month	12 Months
35	RIDDOR	Specification paragraph 4.3.22	Yes	Yes	Failure to inform the Authority of any RIDDOR reportable incident within 2 Business Hours of the incident becoming reportable under RIDDOR.	No of occurrences	Daily	0	x	1 Business Day	1 Month	12 Months

5. UNAVAILABILITY & PERFORMANCE MONITORING PROGRAMME

5.1. The Provider shall be responsible for monitoring Unavailability and compliance with KPIs in accordance with Schedule 2 (Specification). The Provider's Works Development Plan ("WDP") and Service Delivery Plan ("SDP") shall include a Performance Monitoring Programme which, through the duration of the Contract, shall:

- ◆ describe in detail the actions that the Provider shall take or procure to be taken regularly and systematically to monitor the provision of the Services to determine whether they are provided in accordance with the Contract;
- ◆ require the Provider to monitor each KPI at least as frequently as required in Schedule 2 (Specification) and / or Table 2 in this Schedule 7(b)(Performance and Unavailability Framework) and to report failures against each KPI for the previous Payment Period on a monthly basis;
- ◆ record all Performance Failures;
- ◆ record all Unavailability Events;
- ◆ be fully auditable back to the Unavailability Event or the Performance Failure;
- ◆ record all areas where the delivery of Works or Services has varied from the Works Development Plan or Service Delivery Plan.
- ◆ have a flexible reporting capacity which shall include without limitation reports by Payment Period and by Contract Year, aggregated across the whole Agreement and for each Waste Management Facility as required in Schedule 32 (Reporting Requirements).

5.2. The Performance Monitoring Programme shall be updated by the Provider on an annual basis, concurrent with the annual review of the Works Development Plan and Service Delivery Plan, and subject to the same review and approval processes as the Works Development Plan and Service Delivery Plan.

6. PROVISION OF RECORDS

- 6.1. The Provider shall keep up to date Performance Monitoring Records for each KPI, in an accessible and readable format and shall permit access to them free of charge to the Authority on reasonable notice.
- 6.2. To the extent that the Performance Monitoring Records are created or maintained on a computer or such other electronic storage device, then the Provider shall propose to the Authority a reasonable procedure for back-up and off-site storage of copies of such Performance Monitoring Records to allow the Authority access to such information if it so requires upon reasonable notice to the Provider.
- 6.3. Pursuant to clause 69 (Audit Access) or otherwise, the Authority has the right to observe, inspect and satisfy itself as to the adequacy and accuracy of the performance monitoring procedures carried out by the Provider including:
 - ◆ reports generated by the Provider's management information systems or building management systems;
 - ◆ work plans;
 - ◆ completion of programmed work;
 - ◆ Enquiries.
- 6.4. Where the Authority reasonably believes that the Provider has not complied with the Performance Monitoring Programme or any other provision of the Contract, the Authority can direct the Provider to improve the manner in which it conducts its inspections or monitors its performance, and the Provider shall comply with such direction.

7. PROVIDER DEFAULT TRIGGERS

Unavailability Default Triggers

7.1. The following circumstances will constitute an Unavailability Default in respect of the Collection and Recycling Services:

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- ◆ The number of Missed Collections in any Contract Year exceeds **x%** of the total number of all collections of Contract Waste which should have been made from Households in the Contract Year, as defined in the Service Delivery Plan;
- ◆ HRC Services are Unavailable at any HRC Site for **x** consecutive Days or a total of **x** Days in any Contract Year;
- ◆ the tonnage of Contract Waste collected by Districts which must be diverted to a Contingency Delivery Point due to the failure to meet the Delivery Point Availability Criteria in any Contract Year exceeds **x%** of the total Tonnage of Contract Waste delivered by Districts in the Contract Year.

7.2. From the Planned WTF Commencement Date, the following circumstances will constitute an Unavailability Default in respect of the Waste Treatment Services:

- ◆ The WTF is Unavailable for **x** consecutive Days or a total of **x** Days in any Contract Year;

Performance Default Triggers

7.3. The following circumstances will constitute a Performance Default in respect of the Collection and Recycling Services:

- ◆ failure of the Provider to rectify a Performance Failure in respect of the Collection and Recycling Services before the expiry of the relevant Performance Failure Notice Period;
- ◆ prior to the Planned WTF Commencement Date, Performance Failure Points of greater than **x** in each of three (3) consecutive Payment Periods, and from the Planned WTF Commencement Date, Performance Failure Points of greater than **x** in each of three (3) consecutive Payment Periods;
- ◆ prior to the Planned WTF Commencement Date, Performance Failure Points of greater than **x** in three (3) out of six (6) consecutive Payment Periods, and from the Planned WTF Commencement Date, Performance Failure Points of greater than **x** in three (3) out of six (6) consecutive Payment Periods; or
- ◆ prior to the Planned WTF Commencement Date, Performance Failure Points of greater than **x** in six (6) out of twelve (12) consecutive Payment Periods, and from the Planned WTF Commencement Date, Performance Failure Points of greater than **x** in six (6) out of twelve (12) consecutive Payment Periods;
- ◆ In the event of more than **x** Repeated Failures in respect of the same KPI (excluding KPI numbers 1, 2a, 10, 11, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33) as it applies to the Collection and Recycling Services within the relevant Repeated Failure Period as set out in Table 2 to this Schedule 7b (Performance and Unavailability Framework):

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- ◆ In the event of more than **x** Repeated Failures in respect of the any of KPI numbers 1, 2a, 10, 11, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 (as the said KPI applies to the Collection and Recycling Services) within the relevant Repeated Failure Period, as a result of a failure to implement the rectification plan prepared by the Provider pursuant to paragraph 4.17A (where such plan is agreed by the Parties) from the date at which the Parties agree the relevant rectification plan (or otherwise fifteen (15) Business Days from the receipt of a Repeated Failure Notice) for a period of three (3) Months.
- ◆ in the event that Performance Failures are not able to result in Deductions due to the operation of paragraph 4.21 above.

7.4. From the Planned WTS Commencement Date, the following circumstances will constitute a Performance Default in respect of the Waste Treatment Services:

- ◆ failure of the Provider to rectify a Performance Failure in respect of the Waste Treatment Services before the expiry of the relevant Performance Failure Event Notice Period;
- ◆ Performance Failure Points of greater than **x** in each of three consecutive Payment Periods;
- ◆ Performance Failure Points of greater than **x** in three out of six consecutive Payment Periods; or
- ◆ Performance Failure Points of greater than **x** in six out of twelve consecutive Payment Periods.
- ◆ In the event of more than **x** Repeated Failures in respect of the same KPI (excluding KPI numbers 1, 2a, 10, 11, 13, 17, 27, 28, 29, 31, 32, 33) as it applies to the Waste Treatment Services within the relevant Repeated Failure Period as set out in Table 2 to this Schedule 7b (Performance and Unavailability Framework):
- ◆ In the event of more than **x** Repeated Failures in respect of the any of KPI numbers 1, 2a, 10, 11, 13, 17, 27, 28, 29, 31, 32, 33 (as the said KPI applies to the Waste Treatment Services) within the relevant Repeated Failure Period, as a result of a failure to implement the rectification plan prepared by the Provider pursuant to paragraph 4.17A (where such plan is agreed by the Parties) from the date at which the Parties agree the relevant rectification plan (or otherwise fifteen (15) Business Days from the receipt of a Repeated Failure Notice) for a period of three (3) Months.
- ◆ in the event that Performance Failures are not able to result in Deductions due to the operation of paragraph 4.21 above.

Contract Target Default Triggers

7.5. The following circumstances will constitute a Contract Target Default in respect of the Collection and Recycling Services:

- ◆ failure to achieve the Contract Recycling and Composting Target in each of **x** consecutive Contract Years;

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- ◆ failure to achieve x% of the Contract Recycling and Composting Target in x out of x consecutive Contract Years or in x out of x consecutive Contract Years;
- ◆ failure to achieve x% of the Contract Recycling and Composting Target in each of x consecutive Contract Years;
- ◆ prior to the WTF Planned Commencement Date failure to achieve the Contract Diversion Target or the BMW Diversion Target respectively in each of x consecutive Contract Years;
- ◆ prior to the WTF Planned Commencement Date failure to achieve x% of the BMW Diversion Target or the Contract Diversion Target respectively in each of x consecutive Contract Years;
- ◆ prior to the WTF Planned Commencement Date, failure to achieve x% of the BMW Diversion Target or the Contract Diversion Target respectively in x out of x consecutive Contract Years or in x out of x consecutive Contract Years;
- ◆ in the event of Partial Termination of the Waste Treatment Services:
 - failure to deliver the required Tonnage of Contract Waste to the WTF Delivery Point in accordance with the WTF Delivery Schedule provided pursuant to Part 3 of Schedule 41 in each of x consecutive Contract Years;
 - failure to deliver x% of the required Tonnage of Contract Waste to the WTF Delivery Point in accordance with the WTF Delivery Schedule provided pursuant to Part 3 of Schedule 41 in x out of x consecutive Contract Years or in x out of x consecutive Contract Years;
 - failure to deliver x% of the required Tonnage of Contract Waste to the WTF Delivery Point in accordance with the WTF Delivery Schedule provided pursuant to Part 3 of Schedule 41 in each of x consecutive Contract Years.

7.6. From the Planned WTF Commencement Date, the following circumstances will constitute a Contract Target Default:

- ◆ failure to achieve the Contract Level of Treatment in each of x consecutive Contract Years;
- ◆ failure to achieve x% of the Contract Level of Treatment in each of x consecutive Contract Years;
- ◆ failure to achieve x% of the Contract Level of Treatment in x out of x consecutive Contract Years or in x out of x consecutive Contract Years

unless such failure was a result of the failure of the Collection and Recycling Services Provider (in the event of Partial Termination of the Collection and Recycling Services) to deliver the required Tonnage of Contract Waste to the WTF Delivery Point in accordance with the WTF Delivery Schedule provided pursuant to Part 3 of Schedule 41 or a failure of SABC to deliver SABC Direct Delivered Waste as contemplated by this Contract.

7.7. If in the Authority's opinion (acting reasonably) it becomes apparent that a Contract Target Default is likely to occur, taking into account performance to date and performance forecasts, the Authority shall issue a notice of the same to the Provider pursuant to clause 72.1 (Form and Service of Notices).

SCHEDULE 8
COLLATERAL WARRANTY

Dated

200

[VEOLIA ES SHROPSHIRE LIMITED] (1)

[SHROPSHIRE COUNTY COUNCIL] (2)

[CNIM/CLUGSTON] (3)

[CONTRACTOR'S PARENT COMPANY] (4)

BUILDING CONTRACTOR'S COLLATERAL WARRANTY

BETWEEN:

- (1) [] (Company No. []) whose registered office is at [] (the "**Building Contractor**");
- (2) **SHROPSHIRE COUNTY COUNCIL** of [] (the "**Authority**"), which expression includes its permitted successors in title and assigns); and
- (3) **VEOLIA ES SHROPSHIRE LIMITED** (registered in England and Wales under company number []) whose registered office is at [] (the "**Provider**").
- (4) [**CONTRACTOR'S PARENT COMPANY**] (registered in England and Wales under company number []) whose registered office is at [] (the "**Guarantor**")

BACKGROUND

- (A) The Authority desires to obtain by way of Private Finance Initiative an integrated waste management service in Shropshire (the "**Project**")
- (B) By a project agreement dated [] (the "**Project Agreement**") the Authority has appointed the Provider to carry out the design, construction, installation, testing, commissioning and completion of the construction works required for the delivery of the Project and the provision of operating and maintenance services.
- (C) By an agreement dated [] (the "**Building Contract**") the Building Contractor has been appointed by the Provider to carry out certain works in relation to the Project ("**Works**")
- (D) The Building Contractor is obliged under the Building Contract to give a warranty in this form in favour of the Authority.
- (E) The Guarantor is guaranteeing as a primary obligation the observance and performance of the warranties undertakings and covenants of the Building Contractor under this Deed.

1 OPERATIVE PROVISIONS

In consideration of the payment of one pound (£1.00) by the Authority to the Building Contractor, receipt of which the Building Contractor acknowledges and the covenants herein, the parties to this Deed agree as follows.

2 BUILDING CONTRACTOR'S WARRANTY AND LIABILITY

- 2.1 The Building Contractor warrants to the Authority that it has carried out and will continue to carry out and complete its obligations under the Building Contract in accordance with the Building Contract and that it has exercised and will continue to exercise, in carrying out the design of the Works, the level of skill and care reasonably to be expected from an appropriately qualified and competent professional designer providing those services in relation to a project of a similar size and scope to the Works. In particular and without limiting the generality of the foregoing the Building Contractor covenants with the Authority

that it has carried out and will carry out and complete the Works in accordance with the Building Contract and duly observe and perform all its duties and obligations thereunder;

2.2.1 Subject always to clause 2.2.2, the Building Contractor has no liability hereunder which is greater or of longer duration than it would have had if the Authority had been a party to the Building Contract as joint employer.

2.2.2 The Building Contractor shall be entitled in any action or proceedings by the Authority to raise equivalent rights in defence of liability (except for set off or counterclaim and/or in respect of contributory negligence as it would have if the Authority had been named as joint employer with the Provider under the Building Contract (and for the avoidance of doubt the Building Contractor shall not be entitled to argue that it has no liability to the Authority on the basis that a loss incurred by the Authority is not a loss to the Provider). Upon the expiration of 12 years from the date of completion of the Works in accordance with the Building Contract, the liability of the Building Contractor under this Deed shall cease and determine, save in relation to any claims made by the Authority against the Building Contractor and where proceedings have been commenced by the Authority prior thereto. 2.3 The Building Contractor shall have no liability to the Authority in respect of any delay in the completion of the Works howsoever caused save to the extent that the liability arises under the Building Contract and the Authority shall have exercised its right to step in under clause 10 of this Deed. Any claim in relation to a delay in completion of the Works but not otherwise will be extinguished to the extent that the Building Contractor has had deducted liquidated damages under clause [] of the Building Contract.

3 DOCUMENTS

- 3.1 In relation to all drawings, details, plans and other documents of any nature whatsoever and any designs and inventions contained in them which have been or are hereafter provided by the Building Contractor (the "Documents") the Building Contractor hereby grants (or, if such grant cannot legally take place until a later date, agrees to grant) to the Authority with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the creation thereof, a royalty-free non-exclusive licence (such licence to remain in full force and effect notwithstanding the termination of the Building Contract or the determination of the employment of the Building Contractor or any dispute thereunder or hereunder) to use and to reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable for this Project only. Such licence will carry the right to grant sub-licences and will be transferable to third parties (But only to any person to whom the Authority assigns or otherwise disposes of its rights under the Project Agreement).
- 3.2 The Authority will not hold the Building Contractor liable for any use the Authority may make of the Documents for any purpose other than that for which they were originally provided by it unless the Building Contractor authorises such use and confirms the Documents are suitable for it.
- 3.3 The Building Contractor agrees on reasonable request at any time until the expiration of three years from the date of completion of the Works and following reasonable prior written notice to give the Authority or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Authority's reasonable expense.
- 3.4 The Building Contractor warrants to the Authority that it has used the standard of skill, care and diligence as set out in clause 2.1 to see that the Documents (save to the extent duly

appointed sub-consultants and sub-contractors have been used to prepare the same) are its own original work or that the Building Contractor is duly licensed to use the same for the Works including all requirements of onward licenses required under this Deed and that in any event their use (whether or not sub-consultants and/or sub-contractors have been used to prepare them) in connection with the Works shall not infringe the rights of any third party.

3.5 The Authority shall not reproduce any designs of the Building Contractor in any extension of the Works or in other projects without the prior written consent of the Building Contractor.

4 INSURANCE

The Building Contractor hereby covenants with the Authority to:

4.1 take out Professional Indemnity insurance cover with a limit of indemnity of not less than £ [] million for any one occurrence or series of occurrences arising out of any one event in relation to the Works and in the aggregate and that it will maintain such insurance with reputable insurers carrying on business in the European Union from the date hereof until the expiration of 12 years from the date of completion of the Works in accordance with the Building Contract, provided that such insurance is generally available in the European market to members of the Building Contractor's profession at commercially reasonable rates and (for the avoidance of doubt), provided further that payment of any increased or additional premiums required by insurers by reason of the Building Contractor's own claims record or other acts, omissions, matters or things peculiar to the Building Contractor will be deemed to be within the Building Contractor's obligations.

4.2 provide evidence (as and when reasonably required by the Authority) satisfactory to the Authority of the Professional Indemnity insurance (referred to in clause 4.1) being in full force and effect from the date of the Building Contract (such evidence to include details of the cover);

4.3 provide the Authority with copies of all notices under the Professional Indemnity Insurance (referred to in clause 4.1) relating to the Works provided such disclosure will not compromise or vitiate any notification of a claim.

4.4 provide the Authority with notice of:

(a) any cancellation of the Professional Indemnity Insurance (referred to in clause 4.1) not less than 90 days prior to the relevant cancellation date;

(b) any material changes to or suspension of cover relevant to the Works;

(c) any event of which it becomes aware, or of which it could reasonably be expected to become aware, which may vitiate the Professional Indemnity Insurance;

(d) any act, omission or event which may adversely affect the terms and the scope of the Professional Indemnity Insurance relevant to the Works or invalidate or render it unenforceable;

4.5 provide such information to the Authority as the Authority may reasonably require in relation to any claim or circumstance notified to it under the Professional Indemnity Insurance in respect of the Works and any potential breach to the aggregate limit of the policy provided such disclosure will not compromise or vitiate any notification of a claim;

4.6 disclose to the relevant insurers any matters which could reasonably be expected to be material in the context of the Works or any part of the Works;

- 4.7 indemnify the Authority in respect of any subrogation claim by the insurers brought in connection with any claim made under the Professional Indemnity Insurance;

5 NOTICES

Any notice to be given by either party hereunder will be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time recorded on the facsimile report sheet, provided that if any notice sent by hand or facsimile is sent after 4.45 pm on any day it will be deemed to be served on the next Business Day. Any notice sent by post will be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45pm on a Business Day and otherwise on the next Business Day.

6 ASSIGNMENT

- 6.1 Without prejudice to the provisions of clause 10, the Authority may, on two occasions without the consent of any other party, transfer all of its rights and obligations under this Deed to any person (but this Deed shall not be assigned on more than two occasions).
- 6.2 The Building Contractor shall not contend that any transferee referred to in clause [] is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is a transferee and not the original Authority hereunder or by reason that the original Authority or any beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Site or that the original Authority or any beneficiary has not suffered any or as much loss.

7 AUTHORITY'S REMEDIES

The rights and benefits conferred upon the Authority by this Deed are in addition to any other rights and remedies it may have against the Building Contractor including without prejudice to the generality of the foregoing any remedies in negligence.

8 INSPECTION OF DOCUMENTS

The Building Contractor's liabilities under this Deed will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection which the Authority may make or procure to be made for its benefit or on its behalf.

9 STANDARDS OF PRODUCTS AND MATERIALS

- 9.1 The Building Contractor warrants that it has exercised and shall exercise the standard of skill and care referred to in clause 2.1 to see that it has not specified for use and it shall not specify for use and (as appropriate) it has not authorised or approved and it shall not authorise or approve the specification or use by others, of any products or materials not in conformity with relevant British or European Union Standards or Codes of Practice, specified in the report entitled "Good Practice in the Selection of Construction Materials" (1997, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation) other than the recommendations for good practice contained in Selection 2 of that report or which at the time of use are widely known to design and build contractors within the European Union to be deleterious to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used.

9.2 If in the performance of its duties under the Building Contract the Building Contractor becomes aware that it or any other person has specified or used, or authorised or approved the specification or use by others of any such products or materials the Building Contractor shall notify the Beneficiary in writing forthwith. This clause does not create any additional duty for the Building Contractor to inspect or check the work of others which is not required by the Building Contract.

10 STEP-IN RIGHTS IN FAVOUR OF THE AUTHORITY

10.1 The Building Contractor undertakes not to exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Building Contract or its employment under it or discontinue or suspend the performance of any duties or obligations thereunder without first giving to the Authority not less than fourteen (14) Business Days prior written notice specifying the Building Contractor's ground for terminating or treating as terminated or repudiated the Building Contract or its employment under it or discontinuing or suspending its performance thereof and stating the amount (if any) of monies outstanding under the Building Contract.

10.2 Within the period of fourteen (14) Business Days referred to in clause 10.1

(a) the Authority may give written notice to the Building Contractor that the Authority shall henceforth become the Provider under the Building Contract to the exclusion of the Provider and thereupon the Building Contractor shall admit that the Authority is the Provider and the Building Contract shall be and remain in full force and effect notwithstanding any of the said grounds;

(b) if the Authority has given such notice as aforesaid under clause 10.2(a) or a notice under Clause 10.4, the Authority shall as soon as practicable thereafter remedy any outstanding breach by the Provider which properly has been included in the Building Contractor's specified grounds pursuant to clause 10.1 and which is capable of remedy by the Authority; and

(c) if the Authority has given notice as aforesaid under clause 10.2(a) or 10.4, the Authority shall from the service of such notice become responsible for all sums properly payable to the Building Contractor under the Building Contract but the Authority shall in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Provider under the Building Contract.

10.3 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Authority to the Building Contractor, the Authority shall not be under any obligation to the Building Contractor nor shall the Building Contractor have any claim or cause of action against the Authority unless and until the Authority has given written notice to the Building Contractor pursuant to clause 10.2(a) or 10.4

10.4 The Building Contractor further covenants with the Authority that if the Project Agreement is terminated by the Authority, the Building Contractor shall, if requested by the Authority, by notice in writing and subject to clauses 10.2(b) and 10.2(c) accept the instructions of the Authority to the exclusion of the Provider in respect of the Works upon the same terms and conditions as the Building Contract and shall if requested enter into a novation agreement whereby the Authority is substituted for the Provider under the Building Contract.

10.5 Where the Building Contract has given rights in relation to the Building Contract similar to those contained in this clause 10 to any other person then if both the Authority and any such other person serve notice under clause 10.2(a) or clause 10.4 or its equivalent the notice served by the Authority will prevail over any notice served by any other person.

10.6 The Provider acknowledges that:

- (a) the Building Contractor shall be entitled to rely on a notice given to the Building Contractor by the Authority under clause 10.4 as conclusive evidence that the Project Agreement has been terminated by the Authority;
- (b) the Building Contractor shall be entitled to accept instructions from the Authority to the exclusion of the Provider in respect of the Works upon the same terms and conditions as the Building Contract; and
- (c) the Provider shall, if so requested, following termination of the Project Agreement enter into a novation agreement whereby the Authority is substituted for the Provider under the Building Contract.

10.7 The Authority may by notice in writing to the Building Contractor appoint another person to exercise its rights under this clause 10 subject to the Authority remaining liable to the Building Contractor as guarantor for its appointee in respect of its obligations under this Deed.

10.8 Upon the exercise by the Authority of its step-in right pursuant to this clause [], the Provider hereby consents to the assignment to the Authority of the [Performance Security]

11 GUARANTOR'S OBLIGATIONS

11.1 The Guarantor hereby agrees to guarantee to the Authority the Building Contractor's warranties contained in this Deed and the due and proper performance by the Building Contractor of each and every obligation of the Building Contractor arising under this Deed, as follows:

- (a) If the Building Contractor shall in any respect fail to perform any of its obligations arising under this Deed or if there is any breach of any warranty or undertaking set out in this Deed, then the Guarantor shall forthwith upon the Authority's demand perform and fulfil such obligations, warranties and undertakings in place of the Building Contractor or (if that is not possible) shall accept liability for each and every obligation, undertaking and warranty in respect of which the Contractor has defaulted or as may be unfulfilled by the Building Contractor and any and all losses, damages, expenses, liabilities, claims, costs or proceedings which the Authority may suffer or incur by reason of any such failure or breach.
- (b) The Guarantor acknowledges and agrees that no variation or alteration to the terms of the Building Contract or in the extent, nature or method of performance of the Project, and no allowance of time, waiver forbearance, forgiveness, compromise or other dealing under or with the Building Contract or any right or remedy arising thereunder, and no invalidity, illegality unenforceability or irregularity of the Building Contract or any of its provisions and no other act or omission which (but for this provision) might have operated to release, exonerate or discharge the Guarantor or otherwise reduce, extinguish or adversely affect any liability of the Guarantor under the terms of this Deed shall in any way release, exonerate or discharge the Guarantor from any liability under the terms of this Deed or reduce, extinguish or otherwise adversely affect any such liability, and the Guarantor hereby waives notice to it of any such event.
- (c) The Guarantor confirms that it has full power and capacity to enter into this Deed and agrees that this Deed shall not be revocable by the Guarantor and that the

same shall be a continuing guarantee, shall be additional to any other guarantee or security from time to time held by the Authority and shall not be affected by any release or waiver of any such guarantee or security and shall remain in full force and effect notwithstanding the winding-up, liquidation, receivership, administration, voluntary arrangement or other composition with creditors (or any event analogous to any of them) of the Building Contractor.

PROVIDED THAT the liability of the Guarantor to the Authority under this Deed shall be no greater than the liability which the Building Contractor has to the Authority under this Deed.

12 NO VARIATION TO BUILDING CONTRACT

The Provider and the Building Contractor undertake with the Authority that save in respect of amendments permitted under the Project Agreement not to vary or depart from the terms and conditions of the Building Contract without the prior written consent of the Authority (not to be unreasonably withheld) and agree that no such variation or departure made without such consent shall be binding upon the Authority, or affect or prejudice the Authority's rights under this Deed, the Building Contract or in any other way.

13 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14 COUNTERPARTS

This Deed may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all parties shall constitute a full and original instrument for all purposes.

15 WAIVER

Failure by any party at any time to enforce any provision of this Deed or to require performance by the other parties of any provision of this Deed shall not be construed as a waiver of such provision and shall not affect the validity of this Deed or any part of it or the right of the relevant party to enforce any provision in accordance with its terms.

16 SEVERABILITY

If any condition, clause or provision of this Deed not being of a fundamental nature is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Deed shall not be affected thereby.

17 AMENDMENTS

No amendment to this Deed shall be binding unless in writing and signed by the duly authorised representatives of the parties.

18 APPLICABLE LAW AND JURISDICTION

This Deed will be construed in accordance with English law and be in all respects subject to the exclusive jurisdiction of the English courts.

IN WITNESS of which this document is executed as a Deed and is delivered on the date first before written

EXECUTED AS A DEED by the Building Contractor acting by a Director and its Secretary/two Directors:

Director

Director/Secretary

EXECUTED AS A DEED by the Provider acting by a Director and its Secretary/two Directors:

Director

Director/Secretary

EXECUTED AS A DEED by the Authority acting by two authorised signatories:

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED by the Guarantor acting by two authorised signatories:

Authorised Signatory

Authorised Signatory

Schedule 9

Review Procedure

1. REVIEW PROCEDURE

- 1.1. The provisions of this Schedule 9 (Review Procedure) shall apply whenever any item, document or course of action is required to be reviewed, approved or otherwise processed by the Authority in accordance with the Review Procedure, which shall include but not be limited to:
 - 1.1.1. the Ancillary Documents;
 - 1.1.2. the Reviewable Design Data;
 - 1.1.3. the Provider's Proposals pursuant to Clause 16.1 and paragraph 3.7.4, 3.7.5 and 3.7.6 of Schedule 2 (Specification);
 - 1.1.4. the Interim Services Plan and;
 - 1.1.5. the Run Out Services Plan.
- 1.2. Each submission under the Review Procedure shall be accompanied by a copy of the document(s) to be reviewed or a statement of the proposed course of action.
- 1.3. The entire contents of a submission shall be referred to in this Schedule 9 (Review Procedure) as a "Submission".
- 1.4. In relation to each Submission, the following procedure shall apply:
 - 1.4.1. as soon as reasonably practicable but in any event within twenty (20) Business Days or such other period as the parties may agree the Authority's Representative shall return one copy of the relevant Submission to the Provider endorsed:
 - 1.4.1.1. "no comment"; or
 - 1.4.1.2. (subject to and in accordance with paragraph 3 (Grounds of Objection) below) "objects"; or
 - 1.4.1.3. except in respect of Reviewable Design Data, where the Authority's Representative has comments which

are not Grounds of Objection,
“comments”

as appropriate;

- 1.4.2. if the Authority’s Representative fails to return a copy of any Submission (including any re-submitted Submission) duly endorsed in accordance with paragraph 1.3, then the Authority’s Representative shall be deemed to have returned the Submission to the Provider endorsed “no comment”.
- 1.5. To the extent that a Submission would, if approved by the Authority give rise to a material change to the interface between the Provider and the Customers and the Authority’s Representative acting reasonably deems it necessary to obtain specific authorisation from the Committee, the Authority’s Representative shall notify the Provider of the need for further authorisation within ten (10) Business Days of the Submission. In any event, such specific authorisation shall be sought and notified to the Provider within forty (40) Business Days of receipt of the Submission (or re-submission as the case may be) by the Authority (or such other period as the Parties may agree).
- 1.6. If the Authority’s Representative comments on or objects to any Submission in accordance with paragraph 3 (Grounds of Objection) below he shall state the ground upon which such comments are based and the evidence or other information necessary to substantiate that ground. To the extent that the Authority’s Representative comments on a Submission other than on the basis set out in this Schedule 9 (Review Procedure), or fails to comply with the provisions of paragraph 1.4 the Provider may, in its discretion, either:
 - 1.6.1. request written clarification of the basis for such comments and, if clarification is not received within ten (10) Business Days of such request by the Provider, such comments shall be deemed to have been withdrawn by the Authority’s Representative. If, following receipt of clarification, the Provider disputes that any such comment is on grounds permitted by this Contract or that the Authority’s Representative has failed to comply with this paragraph 1.6 refer the matter for determination in accordance with clause 63 (Dispute Resolution); or
 - 1.6.2. at its own risk, and without prejudice to clause 16.3 (No Implementation without Consent), proceed with further design or construction disregarding such comments.

2. **FURTHER INFORMATION**

- 2.1. The Provider shall, provided that any such request is received within ten (10) Business Days of the date of receipt of the Submission from the Provider, submit any further or other information, data and documents that the Authority's Representative reasonably requires in order to enable the Authority to properly consider the Submission and determine whether it has a basis for raising comments or making objections to any Submission in accordance with this Schedule 9 (Review Procedure).
- 2.2. If the Provider does not submit any such information, data or documents within five (5) Business Days, the Authority's Representative shall be entitled to:
 - 2.2.1. comment on the Submission on the basis of the information, data and documents which have been provided; or
 - 2.2.2. object to the Submission on the grounds that insufficient information, data and documents have been provided to enable the Authority's Representative to determine whether he has a legitimate basis for commenting or objecting in accordance with this Schedule 9 (Review Procedure).
- 2.3. If the Authority's Representative does not request any further or other information, data and documents within the time period referred to in paragraph 2.1 then the Authority's Representative shall comment on the Submission on the basis of the information, data and documents which have been provided in accordance with paragraph 1.
- 2.4. If the Provider submits any such information, data and documents then the Authority's Representative shall have from the date of receipt of such further information, data and documents a period of five (5) Business Days in addition to any of the period of ten (10) Business Days referred to in paragraph 1 remaining to review such information, data and documents and return a copy of any Submission to the Provider in accordance with paragraph 1.

3. **GROUND OF OBJECTION**

- 3.1. The Authority's Representative may object in relation to any Submission on the grounds set out in paragraph 2 above (Further Information) or on the grounds that the Submission would (on the balance of probabilities) breach the terms of this Contract, breach

any Legislation or not be in accordance with any Necessary Consents but otherwise may propose amendments in relation to a Submission only as follows:

- 3.1.1. in relation to **any Submission**:
 - 3.1.1.1. the Provider's ability to perform its obligations under this Contract would (on the balance of probabilities) be adversely affected;
 - 3.1.1.2. the implementation of the Submission would (on the balance of probabilities) adversely affect any right of the Authority under this Contract or its ability to enforce any such right;
 - 3.1.1.3. save in respect of the principles set out in Schedule 2 (Specification) that the Authority's ability to carry out any of its statutory functions would (on the balance of probabilities) be adversely affected; or
 - 3.1.1.4. the proposed Submission would be likely to result in an increase to the Authority's liabilities or potential or contingent liabilities under this Contract;
- 3.1.2. in relation to Reviewable Provider's Proposals or amendments to the **Provider's Proposals** on the grounds that:
 - 3.1.2.1. the Submission is not in accordance with Good Industry Practice;
 - 3.1.2.2. the performance of the relevant Service in accordance with the proposal would (on the balance of probabilities):
 - 3.1.2.2.1. be less likely to achieve compliance with Schedule 2 (Specification); or
 - 3.1.2.2.2. have an adverse effect on the safety of any users of the Waste Management Facilities;
 - 3.1.2.3. the Submission would (on the balance of probabilities) result in an inferior standard of performance of the relevant

Services to the standard of performance in accordance with Schedule 3 (Provider's Proposals) prior to such proposed revision or substitution;

- 3.1.2.4. the Submission would be contrary to Authority Policies;
 - 3.1.2.5. the Submission would have an adverse impact on the services provided by the Districts in their capacity as WCA and/or Principal Litter Authority; or
 - 3.1.2.6. the Submission would have an adverse impact on the ability of Project Facilities to meet the Handback Criteria;
- 3.1.3. in particular relation to **Reviewable Design Data** submitted pursuant to clause 15 (Design Development):
- 3.1.3.1. the Submission is not in accordance with Good Industry Practice;
 - 3.1.3.2. the Submission is not in accordance with the Schedule 2 (Specification); or
 - 3.1.3.3. the Submission is not in accordance with the Basic Design Proposals;
- 3.1.4. in specific relation to the submission of any **revised Works Programme** on the ground that the revised Works Programme:
- 3.1.4.1. would not (on the balance of probabilities) enable any part of the Works to be completed by the relevant Planned Operations Commencement Date; or
 - 3.1.4.2. would materially increase disruption to the Authority and/or the Districts;

provided that the Authority shall not be entitled to object in relation to a Submission where, and to the extent that, the submission of revised dates set out in Works Programme arises as a direct result of a Compensation Event, Relief Event, Force Majeure Event, Change in Law or as a direct consequence of an Authority Change where the parties have agreed pursuant to the relevant provisions in the Contract or it has been determined pursuant to clause 63 (Dispute

Resolution) that such an event or change has arisen;
or

3.1.5. in relation to the submission of any **Maintenance Programme**, any revision to any Maintenance Programme on the grounds that:

3.1.5.1. carrying out the programmed maintenance in the period or at the times suggested would (on the balance of probabilities) interfere with the operations of the Authority and/or the Districts and such interference could be avoided or mitigated by the Provider rescheduling the programmed maintenance without incurring additional cost and/or risk;

3.1.5.2. the Project Facilities would be less likely to achieve compliance with relevant parts of Schedule 2 (Specification) and/or Deductions under Schedule 7b (Performance and Unavailability Framework) would be more likely;

3.1.5.3. the safety of users of the Project Facilities would (on the balance of probabilities) be adversely affected;

3.1.5.4. the period for carrying out the programmed maintenance would (on the balance of probabilities) exceed the period reasonably required for the relevant works; or

3.1.5.5. the Submission would have an adverse impact on the ability of Project Facilities to meet Handback Criteria.

4. **EFFECT OF REVIEW**

4.1. Any Submission which is returned or deemed to have been returned by the Authority's Representative endorsed "no comment" may be complied with or implemented (as the case may be) by the Provider provided that, save to the extent expressly stated in this Contract such return or deemed return of any Submission shall not otherwise relieve the Provider of its obligations under this Contract.

4.2. In the event that any submission is returned by the Authority's Representative which is endorsed with "comments", such comments shall be taken into account as appropriate by the

Provider, unless the Provider disputes that any such comment is on grounds permitted by this Contract, in which case the Provider or the Authority's Representative may refer the matter for determination in accordance with Clause 63 (Dispute Resolution). Alternatively, the Submission may be implemented by the Provider (at its own risk and cost in respect of any comments it does not take account of).

- 4.3. Subject to paragraph 4.4 below, in the case of any Submission other than Reviewable Design Data, if the Authority's Representative returns the Submission to the Provider endorsed "objects", the Provider shall comply with such Submission after amendment to take into account the grounds of objection raised pursuant to paragraph 3 (Grounds of Objection).
- 4.4. To the extent the Provider disputes that any such objection is on grounds permitted by this Schedule, in which case the Provider or the Authority's Representative may refer the matter for determination in accordance with clause 63 (Dispute Resolution) and if the Provider acts on the Submission prior to the matter being determined or otherwise agreed it shall do so entirely at its own risk and cost.
- 4.5. In the case of a Submission comprising Reviewable Design Data, if the Authority's Representative returns the Submission endorsed "no comment", pursuant to clause 15.4 the Submission shall be considered to be an Approved RDD Item.
- 4.6. In the case of a Submission comprising Reviewable Design Data, if the Authority's Representative returns the Submission endorsed "objects", the Provider shall amend the Submission and re-submit the Submission to the Authority's Representative in accordance with paragraph 4.7, unless the Provider disputes that any such comment or proposed amendment is on grounds permitted by this Contract, in which case the Provider or the Authority's Representative may refer the matter for determination in accordance with the Dispute Resolution Procedure.
- 4.7. Within five (5) Business Days of receiving the comments of the Authority's Representative on any Submission comprising Reviewable Design Data that is not the subject of dispute, the Provider shall send a copy of the Submission item as amended to the Authority's Representative and the provisions of paragraphs 1 to 4 shall apply (changed according to context) to such re-submission.
- 4.8. If the Provider acts on the Submission prior to the matter being determined or otherwise agreed it shall do so entirely at its own cost and risk.

5. **DOCUMENT MANAGEMENT**

- 5.1. The Provider shall issue three (3) copies of all Submissions (for the avoidance of doubt, including any accompanying documents) to the Authority's Representative.
- 5.2. The Provider shall compile and maintain a register of the contents and date of the submission of all Submissions.
- 5.3. The Provider shall compile and maintain a register of the date of receipt and content of all Submissions that are returned or deemed to be returned by the Authority's Representative.

6. **AUTHORITY CHANGES**

- 6.1. No approval or comment or any failure to give or make an approval or comment under this Schedule 9 (Review Procedure) shall constitute an Authority Change save to the extent expressly provided for in this Schedule 9 (Review Procedure).
- 6.2. If, having received comments from the Authority's Representative, the Provider considers that compliance with those comments would amount to an Authority Change, the Provider shall, before complying with the comments, notify the Authority of the same.
- 6.3. If it is agreed by the parties or determined pursuant to clause 63 (Dispute Resolution) that an Authority Change would arise if the comments were complied with, the Authority may either implement the Authority Change and it shall be dealt with in accordance with clause 55.1 (Authority Change) or withdraw the comments made.
- 6.4. Save as provided in this Schedule 9 (Review Procedure), no alteration or modification to the design, quality and quantity of the Works arising from the development of detailed design or from the co-ordination of the design in accordance with clause 15 (Design Development) shall be construed or regarded as an Authority Change.

7. **PROVIDER CHANGES**

- 7.1. For the avoidance of doubt, nothing in this Schedule 9 (Review Procedure) and no review, comment or approval by the Authority in accordance with its terms shall operate to:
 - 7.1.1. exclude or limit the Provider's obligations or liabilities under the Contract;
 - 7.1.2. exclude or limit the Authority's rights under the Contract;

- 7.1.3. increase the Unitary Charge payable by the Authority;
or
 - 7.1.4. cause the Authority to incur additional cost and/or expense.
- 7.2. If the Authority considers that any Submission amounts to a Provider Notice of Change the Authority shall notify the Provider accordingly whereupon the provisions of clause 55.2 (Provider Changes) shall apply and not this Schedule 9 (Review Procedure).

8. **ADVANCE DISCUSSIONS TO MITIGATE DELAY**

- 8.1. In relation to any Submission and to mitigate the risk of delay in relation to design development, the Provider shall:
- 8.1.1. use all reasonable endeavours to engage in proactive and meaningful discussions in relation to design development in advance of any Submission; and
 - 8.1.2. [in accordance with the milestones in the Works Programme,] give the Authority a minimum of twenty (20) Business Days advance notice of any Reviewable Design Data Submissions to enable the Authority's Representative to assess the time and resources required to complete a review and prepare for such Submission accordingly. The Provider will keep the Authority informed of any alterations to the proposed Submission date and each party will act reasonably in relation to any delays to the timetable notified.
- 8.2. The Authority shall use all reasonable endeavours to make available adequate time and resources to review all Submissions in accordance with this Schedule 9 (Review Procedure).

9. **REVIEWABLE PROVIDER'S PROPOSALS**

- 9.1. The parties acknowledge that the following elements of Schedule 3 (Provider's Proposals) are not in their final form at the date of this Contract (the "**Reviewable Provider's Proposals**").
- 9.1.1. Basic Design Proposals
 - 9.1.1.1. 2.1.1. Planning drawings of the Bridgnorth IWMF;
 - 9.1.1.2. 2.6.1. Technology supplier for the IVC, and their experience record.,
 - 9.1.2. Works Development Plan

- 9.1.2.1. 3.1.12. Methodology for assessment in accordance with BREEAM pursuant to paragraph 2.4.32 of Schedule 2 (Specification).
- 9.1.2.2. 3.1.13. Contingency Arrangements for each Waste Management Facility.
- 9.1.3. Service Delivery Plan:
 - 9.1.3.1. 6.1.2. Statement of Service Performance against the Contract Targets. Other materials may be introduced, or the profile of Service Performance may change as markets dictate following Contract Commencement.
 - 9.1.3.2. 6.1.7. Waste Transport Plan. To be finalised as all proposed Project Facilities come on-stream.
 - 9.1.3.3. 9.1.3 Greenhouse Gas methodology pursuant to paragraph 3.6.1 of Schedule 2 (Specification)
 - 9.1.3.4. 9.1.1.10. Management and administration structure. Confirmation shall be provided on the identities and responsibilities of personnel once identified.
 - 9.1.3.5. 9.1.9.2. Key management positions. Managerial structure to be confirmed or amended as Contract progresses.
 - 9.1.3.6. 9.1.9.4. Biographical details. To be supplied once personnel are identified.
 - 9.1.3.7. 10.1.10. Service risk assessment. Health and Safety risk assessments to be conducted on new-build Project Facilities once constructed.
 - 9.1.3.8. Appendix 12 (Waste Minimisation and Education Protocol). Authority to confirm financial input to Waste Minimisation and Education initiatives.
 - 9.1.3.9. 13.3 Contract Waste Collection Schedule as set out in paragraph 7.8.14 in Schedule 2 (Specification).

- 9.1.3.10. 13.6.4. Contingency collection arrangements. Actual plans to replace examples currently submitted by the Provider.
- 9.1.3.11. 13.9 Bring Banks, details of site locations and materials collected.
- 9.1.3.12. 16.0. Method Statement 10 – Reuse, Recycling and Composting Services. Confirmation required for IVC provisions regarding Operations procedures, Staff, End Markets, and Market Outlets (Table 33).
- 9.1.3.13. 17.1. Operating procedures. Confirmation required on Operating Procedures, Staff and Independent Certifier for ERF. To be provided during Contract Period.
- 9.1.3.14. 18.1. Details of sites to be used, copies of applicable licences and Permits. Options for disposal to be re-evaluated upon commissioning of Oswestry IWMF.
- 9.1.3.15. 18.1. Details of sites to be used, copies of applicable licences and Permits. Table 34 (Landfill Facilities) to be updated following Contract Commencement.

9.2. Pursuant to paragraph 1.1, such Reviewable Provider’s Proposals shall be submitted to the Authority for comment no less than twenty (20) Business Days before the commencement of the Services to which they relate.

10. **AMENDMENTS TO THE PROVIDER’S PROPOSALS**

10.1. The Parties acknowledge that this Review Procedure shall apply to any changes, additions or substitutions to the Provider’s Proposals, excluding the Basic Design Proposals.

11. **REVIEWABLE DESIGN DATA**

11.1. The Parties acknowledge that the following elements of the Design are not in their final form at the date of this Contract (the “**Reviewable Design Data**”).

11.1.1. the Planning Application drawings for the Waste Treatment Facility, excluding the HRC extension, the visitor facilities and the gatehouse;

- 11.1.2. the Planning Application drawings for the Battlefield HRC extension, the visitor facilities and the gatehouse;
 - 11.1.3. the Planning Application drawings for the In Vessel Composting Facility;
 - 11.1.4. the Planning Application drawings for the Oswestry Integrated Waste Management Facility;
 - 11.1.5. the Planning Application drawings for the Bridgnorth Integrated Waste Management Facility;
 - 11.1.6. the Planning Application drawings for the Craven Arms depot.
- 11.2. Pursuant to paragraph 1.5, such Reviewable Design Data shall be submitted to the Authority in accordance with this Schedule 9 (Review Procedure) for comment no less than twenty (20) Business Days before the commencement of the Works to which they relate.

Schedule 11

Liaison Procedure

1 Project Liaison Group

- 1.1 The Authority and the Provider shall establish and maintain throughout the Contract Period a project liaison group (the “**Project Liaison Group**”), consisting of three (3) members from the Authority, three (3) members from the Provider, a chairman (the “**Chairman**”), and, where a majority of the Project Liaison Group so determines, additional members being properly qualified to participate in discussions relating to any particular matter, these members having no voting rights, which shall have the functions described below.
- 1.2 The Provider and the Authority agree that for the duration of the Works the Provider shall procure the attendance of a representative of the Building Contractor during such parts of meetings of the Project Liaison Group as the Parties shall agree. The Provider and the Authority agree that during the Contract Period the Provider shall procure the attendance of a representative of any Operating Contractor during any necessary parts of meetings of the Project Liaison Group as the Parties shall agree.
- 1.3 Each party will have the right to make reasonable objections to the other party’s proposed member or the Chairman but not so as to frustrate the rotation of the chairmanship.
- 1.4 Should the Authority and the Provider agree that the best interests of the Project would be served by the removal of one or more members of the Project Liaison Group, they may so direct in writing and the Authority or the Provider, as the case may be, will put forward to the Authority and Provider the name of a substitute member of the Project Liaison Group.
- 1.5 The relevant person shall with the consent of the other Party (such consent not to be unreasonably withheld or delayed) become a member of the Project Liaison Group as from the date of its next meeting.

2 Functions

The functions of the Project Liaison Group shall be:

- 2.1 to provide a forum for the joint review of all aspects of the performance of this Contract;
- 2.2 to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Contract including ensuring dissemination of information; and
- 2.3 consideration of issues relating to:

- (a) Necessary Consents;
- (b) the Works Programme;
- (c) provision of the Works and the Services and the completion of works and commencement of operations at the relevant Project Facilities; and
- (d) any proposed Authority Changes and/or Provider Changes.

3 Role

The role of the Project Liaison Group is to make recommendations to the Authority and to the Provider, which the Authority and the Provider may accept or reject at their complete discretion. Neither the Project Liaison Group itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Contract or to make any decision binding on the Parties. The Authority and the Provider shall not rely on any act or omission of the Project Liaison Group, or any members of the Project Liaison Group acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Provider under this Contract. No discussion, review or recommendation by the Project Liaison Group shall relieve the Authority or the Provider of any liability, right or benefit or vary any such liability, right or benefit under this Contract.

4 Representatives

The Authority and the Provider may appoint their representatives on the Project Liaison Group and remove those representatives and appoint replacements, by written notice delivered to the other at any time. A representative on the Project Liaison Group may appoint and remove an alternate (who may be another representative of that party) in the same manner. If a representative is unavailable (and the other parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

5 Practices and Procedures

Subject to the provisions of this Schedule, the members of the Project Liaison Group may adopt such procedures and practices for the conduct of the activities of the Project Liaison Group as they consider appropriate, from time to time, provided that the quorum for a meeting of the Project Liaison Group shall be four (with at least two members of the Authority and two members of the Provider present).

6 Recommendations

Recommendations and other decisions of the Project Liaison Group must have the affirmative vote of all those voting on the matter, which must include not less than

one representative of the Authority and not less than one representative of the Provider.

7 Voting

Each member of the Project Liaison Group shall have one vote.

8 Chairman

The Chairman of the Project Liaison Group shall be nominated by the Authority and by the Provider alternately every six months during the Contract Period (commencing with the Authority). The Chairman shall be in addition to each party's representatives on the Project Liaison Group. The Chairman shall not have a vote.

9 Frequency of Meetings

The Project Liaison Group shall meet at least once every month during the initial 5 years of the Contract, and thereafter at least once every quarter.

10 Convening of Meetings

The Chairman or any member may convene a meeting of the Project Liaison Group at any time.

11 Notice of Meetings

Not less than ten (10) Business Days notice (identifying the agenda items to be discussed at the meeting) shall be given to convene a meeting of the Project Liaison Group, except that in emergencies, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

12 Attendance at Meetings

Meetings of the Project Liaison Group should normally involve the attendance (in person or by alternate) of representatives at the meeting. Where the representatives of the Project Liaison Group consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one representative of the Authority and one representative of the Provider) meetings may also be held by telephone or another form of telecommunication by which each participant can hear and speak to all other participants at the same time.

13 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Project Liaison Group shall be kept by the Provider and copies circulated promptly to the Authority and the Provider,

normally within ten (10) Business Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Provider and shall be open to inspection by the Authority or the Provider at any time, upon request subject to confidentiality provisions of this Contract.

Schedule 12

Warranted Data

Part 1 - Provider Warranted Data

1 Registered Name of Provider:

Veolia ES Shropshire Limited

2 Registered Office of Provider:

Veolia House, 154A Pentonville Road, London, N1 9PE

3 Company Registration Number of Provider:

6256563

4 Directors of Provider:

Axel de Saint Quentin de Saint Romain

Paul Levett

Gavin Graveson

5 Shareholders of Provider(with respective shareholdings):

Veolia ES Aurora Limited (100% Shareholding)

6 Registered Name of Provider's Holding Company:

Veolia ES Aurora Limited

7 Registered Office of Provider's Holding Company:

Veolia House, 154A Pentonville Road, London, N1 9PE

8 Company Registration Number of Provider's Holding Company:

3297034

9 Directors of Provider's Holding Company:

Axel de Saint-Quentin de Saint Romain

John Kutner

Jean-Dominique Mallet

10 Shareholders of Provider's Holding Company (with respective shareholdings):

Veolia Environmental Services (UK) plc (100% shareholding)

Part 2 – Authority Warranted Data

Schedule 12b - Leased Vehicles

Asset Identity	Category	Description	Binlift	Reg. No	Authority	Owned / Leased	Use	Veolia Current Transfer List	
V014	Vehicles	Dennis Eagle 6x4 RCV	Split	N16 SDC	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift Registered 2001
V015	Vehicles	Dennis Eagle 6x4 RCV	Split	N17 SDC	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift Registered 2001
V016	Vehicles	Dennis Eagle C260 6x2	Split	N12 SDC	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift Registered 2001
V017	Vehicles	Dennis Eagle C260 6x2	Split	N13 SDC	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift Registered 2001
V018	Vehicles	Dennis Eagle C260 6x2	Split	N14 SDC	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift Registered 2001
V019	Vehicles	Dennis Eagle C260 6x2	Split	N15 SDC	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift Registered 2001
V020	Vehicles	Dennis Eagle C260 6x2	Split	S71 BDU	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift
V021	Vehicles	Leyland DAF FA55.160 13t	Split	N18 SDC	NSDC - Asset Co	Leased	Sole	YES	Zoeller (Rot Registered 2001
V022	Vehicles	Dennis Eagle 6x4 RCV	Split	VX53 UAA	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift
V023	Vehicles	Dennis Eagle 6x4 RCV	Split	VX53 UAB	NSDC - Asset Co	Leased	Sole	YES	Otto Split Lift
V024	Vehicles	Isuzu 7.5t RCV Minimatic 8	Bar	DX53 CNZ	NSDC - Sigma Finance	Leased	Sole	YES	
V025	Vehicles	RCV - HGV - 26t	Split	VX54 ORT	OBC	Leased	Sole	YES	
V026	Vehicles	RCV - HGV - 26t	Split	VX54 ORV	OBC	Leased	Sole	YES	
V027	Vehicles	RCV - HGV - 24t	Split	VX54 BZO	OBC	Leased	Sole	YES	
V028	Vehicles	RCV - HGV - 24t	Split	VX54 BZP	OBC	Leased	Sole	YES	
V029	Vehicles	RCV - HGV - 18t (Narrow Track)	Bar	VX54 CDU	OBC	Leased	Sole	YES	
V030	Vehicles	RCV 7.5t	N/A	DX54 DHF	OBC	Leased	Sole	YES	
V031	Vehicles	Kerbsider HGV 18t	N/A	VX54 BXO	OBC	Leased	Sole	YES	Terberg
V033	Vehicles	Ford Transit 350 Tipper	N/A	KS53 YTN	NSDC - Asset Co	Leased	Sole	YES	
V034	Vehicles	Ford Transit 350 Tipper	N/A	KS53 YTL	NSDC - Asset Co	Leased	Sole	YES	
V036	Vehicles	Luton Box Van	N/A	BX54 PFK	OBC	Leased	Sole	YES	
V037	Vehicles	VW Caddy	N/A	BF54 KSE	OBC	Leased	Sole	YES	
V038	Vehicles	VW LT Transporter	N/A	BV05 WLC	OBC	Leased	Sole	YES	
V055	Vehicles	Peugeot Partner		Y348 WAW	NSDC - Asset Co	Leased	Sole	YES	
V056	Vehicles	Peugeot Boxer Van		Y347 WAW	NSDC - Asset Co	Leased	Sole	YES	
V057	Vehicles	JCB Loading shovel/forklift		1774/26	OBC	Leased	Sole	YES	
V058	Plant	Can Crush Combo		1774/25	OBC	Leased	Sole	YES	
V059	Computer Sy	Workshop Tranman Computer System		1774/24	OBC Depot	Leased	Sole	YES	
V060	Computer Sy	Telematic Vehicle Tracking Units (10 off)		2000410	OBC Depot	Leased	Sole	YES	

Schedule 12b - DEFRA Vehicles

Asset Identity	Category	Description	Binlift	Reg. No	Authority	Owned / Leased	Use	Veolia Current Transfer List	
V004	Vehicles	Kerbsider HGV 18t	N/A	DX07 ABP	BDC/SWP	Owned	Sole	YES	Kerbsider
V005	Vehicles	Kerbsider HGV 18t Daf/Terberg 28	N/A	DX04 GZD	BDC/SWP	Owned	Sole	YES	Kerbsider 18t Terberg 28 5-comp
V006	Vehicles	RCV Daf/Farid 26T 6x4	Split	DX05 MDJ	BDC/SWP	Owned	Sole	YES	
V007	Vehicles	Kerbsider HGV 18t Daf/Terberg 28	N/A	DX55 CFJ	BDC/SWP	Owned	Sole	YES	Kerbsider 18t Terberg 28 5-comp
V008	Vehicles	Kerbsider HGV 18t	N/A	VX55 CJV	NSDC/SWP	Owned	Sole	YES	Dennis/Trio Holdall
V009	Vehicles	Kerbsider HGV 18t	N/A	VX55 CJY	NSDC/SWP	Owned	Sole	YES	Dennis/Trio Holdall
V010	Vehicles	Kerbsider HGV 18t	N/A	VX55 CJZ	NSDC/SWP	Owned	Sole	YES	Dennis/Trio Holdall
V011	Vehicles	Isuzu - 7.5T - Recycler	N/A	VX55 HSZ	NSDC/SWP	Owned	Sole	YES	Maclift Kerbside System X5
V012	Vehicles	Isuzu - 7.5T - Recycler	N/A	VX55 HTC	NSDC/SWP	Owned	Sole	YES	Maclift Kerbside System X5
V013	Vehicles	Kerbsider HGV 15t (Narrow Track)	N/A	DX05 AGU	OBC/SWP	Owned	Sole	YES	Kerbsider
V032	Vehicles	Iveco 7.5t RCV	Bar	HX04 SXA	NSDC/SWP	Owned	Sole	YES	

BDC

V001	Vehicles	RCV Daf/Fa	Split	DX53 LPU	BDC	Owned	Sole	YES	
V002	Vehicles	RCV Daf/Fa	Split	DX53 LPV	BDC	Owned	Sole	YES	
V003	Vehicles	RCV Daf/Fa	Split	DX51 UPC	BDC	Owned	Sole	YES	
V004	Vehicles	Kerbsider H	N/A	DX07 ABP	BDC/SWP	Owned	Sole	YES	Kerbsider
V005	Vehicles	Kerbsider H	N/A	DX04 GZD	BDC/SWP	Owned	Sole	YES	Kerbsider 18t Terberg 28 5-comp
V006	Vehicles	RCV Daf/Fa	Split	DX05 MDJ	BDC/SWP	Owned	Sole	YES	
V007	Vehicles	Kerbsider H	N/A	DX55 CFJ	BDC/SWP	Owned	Sole	YES	Kerbsider 18t Terberg 28 5-comp
V040	Vehicles	Agricultural	N/A	S202 RUJ	BDC	Owned	Sole	YES	
V041	Vehicles	Tipper - DA	N/A	DN03 MKD	BDC	Owned	Sole	YES	
V045	Vehicles	Refuse Compactor - civic		V 554 HKG	BDC	Owned	Sole	YES	
V046	Vehicles	Hook Lift -	N/A	DX03 FFY	BDC	Owned	Sole	YES	
V047	Vehicles	Hook Lift -	N/A	DX03 FFZ	BDC	Owned	Sole	YES	

NSDC

V008	Vehicles	Kerbsider H	N/A	VX55 CJV	NSDC/SWP	Owned	Sole	YES	Dennis/Trio Holdall
V009	Vehicles	Kerbsider H	N/A	VX55 CJY	NSDC/SWP	Owned	Sole	YES	Dennis/Trio Holdall
V010	Vehicles	Kerbsider H	N/A	VX55 CJZ	NSDC/SWP	Owned	Sole	YES	Dennis/Trio Holdall
V011	Vehicles	Isuzu - 7.5t	N/A	VX55 HSZ	NSDC/SWP	Owned	Sole	YES	Maclift Kerbside System X5
V012	Vehicles	Isuzu - 7.5t	N/A	VX55 HTC	NSDC/SWP	Owned	Sole	YES	Maclift Kerbside System X5
V014	Vehicles	Dennis Eagl	Split	N16 SDC	DC - Asset	Leased	Sole	YES	Otto Split Li Registered 2001
V015	Vehicles	Dennis Eagl	Split	N17 SDC	DC - Asset	Leased	Sole	YES	Otto Split Li Registered 2001
V016	Vehicles	Dennis Eagl	Split	N12 SDC	DC - Asset	Leased	Sole	YES	Otto Split Li Registered 2001
V017	Vehicles	Dennis Eagl	Split	N13 SDC	DC - Asset	Leased	Sole	YES	Otto Split Li Registered 2001
V018	Vehicles	Dennis Eagl	Split	N14 SDC	DC - Asset	Leased	Sole	YES	Otto Split Li Registered 2001
V019	Vehicles	Dennis Eagl	Split	N15 SDC	DC - Asset	Leased	Sole	YES	Otto Split Li Registered 2001
V020	Vehicles	Dennis Eagl	Split	S71 BDU	DC - Asset	Leased	Sole	YES	Otto Split Lift
V021	Vehicles	Leyland DA	Split	N18 SDC	DC - Asset	Leased	Sole	YES	Zoeller (Rot Registered 2001
V022	Vehicles	Dennis Eagl	Split	VX53 UAA	DC - Asset	Leased	Sole	YES	Otto Split Lift
V023	Vehicles	Dennis Eagl	Split	VX53 UAB	DC - Asset	Leased	Sole	YES	Otto Split Lift
V024	Vehicles	Isuzu 7.5t R	Bar	DX53 CNZ	C - Sigma Fi	Leased	Sole	YES	
V032	Vehicles	Iveco 7.5t R	Bar	HX04 SXA	NSDC/SWP	Owned	Sole	YES	
V033	Vehicles	Ford Transit	N/A	KS53 YTN	DC - Asset	Leased	Sole	YES	
V034	Vehicles	Ford Transit	N/A	KS53 YTL	DC - Asset	Leased	Sole	YES	
V055	Vehicles	Peugeot Partner		Y348 WAW	DC - Asset	Leased	Sole	YES	
V056	Vehicles	Peugeot Boxer Van		Y347 WAW	DC - Asset	Leased	Sole	YES	

OBC

V013	Vehicles	Kerbsider F	N/A	DX05 AGU	OBC/SWP	Owned	Sole	YES	Kerbsider
V025	Vehicles	RCV - HG	Split	VX54 ORT	OBC	Leased	Sole	YES	
V026	Vehicles	RCV - HG	Split	VX54 ORV	OBC	Leased	Sole	YES	
V027	Vehicles	RCV - HG	Split	VX54 BZO	OBC	Leased	Sole	YES	
V028	Vehicles	RCV - HG	Split	VX54 BZP	OBC	Leased	Sole	YES	
V029	Vehicles	RCV - HG	Bar	VX54 CDU	OBC	Leased	Sole	YES	
V030	Vehicles	RCV 7.5t	N/A	DX54 DHF	OBC	Leased	Sole	YES	Terberg
V031	Vehicles	Kerbsider F	N/A	VX54 BXO	OBC	Leased	Sole	YES	
V036	Vehicles	Luton Box	N/A	BX54 PFK	OBC	Leased	Sole	YES	
V037	Vehicles	VW Caddy	N/A	BF54 KSE	OBC	Leased	Sole	YES	
V038	Vehicles	VW LT Tra	N/A	BV05 WLC	OBC	Leased	Sole	YES	
V054	Vehicles	Kerbsider F	N/A	L314 GNT	OBC	Owned	Sole	YES	
V057	Vehicles	JCB Loading shovel/for		1774/26	OBC	Leased	Sole	YES	
V058	Plant	Can Crush Combo		1774/25	OBC	Leased	Sole	YES	
V059	Computer S	Workshop Tranman Cor		1774/24	OBC Depot	Leased	Sole	YES	
V060	Computer S	Telematic Vehicle Track		2000410	OBC Depot	Leased	Sole	YES	

SSDC

V039	Vehicles	Bobcat	N/A		SSDC	Owned	Sole	YES
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Schedule 13

Relevant Discharge Terms

- 1** The sums referred to in paragraph 2.1 below and the adjustment between the parties of the rights and liabilities relating to the Assets referred to in paragraph 2.2 below shall be the relevant discharge terms in relation to this Contract for the purposes of Section 6 of the Local Government (Contracts) Act 1997.

- 2** In the event of the making of a determination or order by a court of final jurisdiction remaining on an application for judicial review or audit review (within the meaning of the Local Government (Contracts) Act 1997), the result of which is that this Contract does not have effect or is otherwise unenforceable, then:
 - 2.1** the Provider shall be entitled to be paid by the Authority the sum equivalent to the amount of compensation payable by the Authority to the Provider pursuant to clause 46 (Compensation on Termination for Authority Default); and
 - 2.2** the Authority shall have the option to require the Provider to transfer its right, title and interest in and to the Assets to the Authority or as directed by the Authority.

- 3** The compensation payable pursuant to paragraph 2.1 shall at the Authority's discretion be paid in a lump sum within six months of the order of the court on the basis that the provisions of clauses 51.1 and 51.2 apply equally to any sum the Provider is entitled to be paid by the Authority pursuant to paragraph 2.1 above.

Schedule 14

Part One

Title Deeds

Date	Project Facility	Document / Title Number	Property	Parties / Ownership
9 th November 1951	Battlefield	Title Number P182098	Battlefield House, Harlescott Farm, Shrewsbury, Shropshire	Freehold owned by Shropshire County Council
23 rd November 1993	Whitchurch	Title Number SL152943	Plot 3, Civic Park, Phase 2, Whitchurch	Freehold owned by Advantage West Midlands
7 th May 2004	Whitchurch	Title Number SL161357	Plot 3, Civic Park, Phase 2, Whitchurch	Leasehold title owned by Shropshire County Council
11 th October 1991	Craven Arms	Title Number SL50130	Plot 1, Long Lane Industrial Estate, Craven Arms, SY7 8DU	Freehold owned by South Shropshire District Council
23 rd July 2003	Craven Arms	[Leasehold Title in the process of registration]	Land adjoining Long Lane, Industrial Estate, Craven Arms, SY7 8DU	Lease by South Shropshire District Council (1) to Shropshire County Council (2)
9 th June 2004	Oswestry	Title Number and SL101955 SL161385	Land at Mile Oak, Industrial Estate, Maesbury Road,	Freehold owned by Dennis Edwards Limited.

			Oswestry	
24 th February 2005	Oswestry	[Awaiting registration at land registry.] SL167196	Alexander Road Depot, Oswestry	Option to purchase entered into on 24 th February 2005 between Dennis Edward Limited and Shropshire County Council.
	Oswestry	SL182335	Maesbury Road Tip, Maesbury Road, Oswestry	<u>Freehold title owned by Shropshire County Council</u>
	Bridgnorth	SL170980	Bridgnorth Depot, Stanley Lane	<u>Freehold title owned by Shropshire County Council</u>
	Bridgnorth		Underlease of Units 14 and 15 Stanley Lane Industrial Estate, Bridgnorth	<u>Freehold title owned by Bridgnorth District Council</u>
	Ludlow	SL136843	Part of Ludlow Business Park, Parys Road, Ludlow (South Shropshire Depot)	<u>Freehold title owned by South Shropshire District Council</u>
	Ludlow	SL136843	Part of Ludlow Business Park, Parys Road, Ludlow (South Shropshire Street Cleansing	<u>Freehold title owned by South Shropshire District Council</u>

			Depot)	
	Ludlow	SL136843	Part of Ludlow Business Park, Parys Road, Ludlow (Coder Road HRC)	<u>Freehold title owned by South Shropshire District Council</u>

Part Two

Agreed Form Leases

Schedule 15

Required Insurances

This is Schedule 15 comprising the Required Insurances referred to in the Contract between

The Authority

and

The Provider

This Schedule 15 comprises Six Parts –

PART 1: Policies to be taken out by the Provider and maintained during the Works Period.

PART 2: Policies to be taken out by the Provider and maintained during the Service Period.

PART 3: Environmental impairment liability insurance to be taken out by the Provider and maintained throughout the Contract Period).

PART 4: Endorsements.

PART 5: Broker's Letter of Undertaking

PART 6: Definitions

PART 1

Policies to be taken out by the Provider and maintained during the Works Period.

Common to each policy in Part 1 (unless stated otherwise):

Insureds:

1. Authority
2. Provider
3. Building Contractor
4. Sub-contractors of any tier to Insureds 2 and 3
5. Consultants to Insureds 2 and 3 for their site activities only

each for their respective rights and interests in the Project

1 CONTRACTORS' "ALL RISKS" INSURANCE ("CAR")

1.1 Insured Property

All permanent and temporary works, materials, goods, plant and equipment for incorporation in the Works (other than constructional plant, tools, accommodation and equipment belonging to or the responsibility of the Building Contractor or any Building Sub-Contractor of any tier) and all other property used or for use in connection with the Works.

1.2 Coverage

"All Risks" of physical loss or damage to the Insured Property unless otherwise excluded.

1.3 Sum Insured

At all times an amount not less than the full reinstatement or replacement value of the Insured Property, but not less than the value specified in the Building Contract plus provision to include extensions as appropriate.

1.4 Maximum Deductible

£250,000 each and every loss in respect of claims for defective design, materials and workmanship but in respect of all other claims not to exceed £100,000 each and every loss.

1.5 Territorial Limits

United Kingdom including offsite storage and during inland transit.

1.6 Period of Insurance

In respect of each Site, from the commencement of any Works at such Site and throughout until the conclusion of all Works at that Site, and thereafter for 12 months in respect of defects liability.

1.7 Cover Features and Extensions

1. Terrorism
2. Munitions of war clause
3. Additional costs of completion clause
4. Professional fees clause
5. Debris removal clause
6. 72 hour clause
7. European Union local authorities clause
8. Free issue materials clause
9. 10% escalation clause
10. Automatic reinstatement of sum insured clause
11. Loss minimisation

1.8 Principal Exclusions

1. War and related perils (United Kingdom market agreed wording)
2. Nuclear/radioactive risks (United Kingdom market agreed wording)
3. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
4. Wear, tear and gradual deterioration
5. Consequential financial losses
6. Cyber risks
7. Inventory losses, fraud and employee dishonesty
8. Design exclusion LEG03 Design Improvement

2 DELAY IN START UP INSURANCE (“DSU”)

2.1 Insureds

1. Provider

Indemnity

In respect of:

1. loss of anticipated Revenue during at least the Minimum Indemnity Period arising from a delay in completion of the Works as a result of loss or damage covered under the Contractors "All Risks" Insurance specified at paragraph 1 of Part 1 of this Schedule 15 including physical loss or damage which would be indemnifiable but for the application of any deductible;

2. the economic additional expenditure necessarily and reasonably incurred for the purpose of avoiding or reducing the loss of Revenue of the Provider which without such expenditure would have taken place during the Minimum Indemnity Period

2.2 Sum Insured

An amount sufficient to cover the sums the subject of the Indemnity for the Minimum Indemnity Period.

2.3 Maximum Excess

60 days

2.4 Minimum Indemnity Period

30 months

2.5 Period of Insurance

As per the Contractors' "All Risks" insurance specified in paragraph 1.6 of Part 1 of this Schedule 15, excluding the defects liability period.

2.6 Cover Features and Extensions

1. Denial of access
2. Utilities
3. Terrorism
4. Automatic reinstatement of sum insured
5. Professional fees

2.7 Principal Exclusions

1. As per the Contractors "All Risks" Insurance specified in paragraph 1.8 of Part 1 of this Schedule 15, other than for consequential financial losses.
2. Delayed response by a public body or state authority.

3 CONSTRUCTION THIRD PARTY LIABILITY INSURANCE

3.1 Interest

To indemnify the Insured in respect of all sums that they may become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental:

- (a) death, or bodily injury, illness, death, disease contracted by any person;

- (b) loss or damage to property;
- (c) interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities, or any like cause

happening during the period of insurance and arising out of or in connection with the Works.

3.2 Limit of Indemnity

Not less than £50,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but in the aggregate in respect of pollution liability.

3.3 Maximum Deductible

£20,000 for each and every occurrence of property damage (personal injury claims will be paid in full).

3.4 Territorial Limits

United Kingdom (and elsewhere in the world in respect of non manual visits)

3.5 Jurisdiction

English law and jurisdiction

3.6 Period of Insurance

As per the Contractors "All Risks" Insurance specified in paragraph 1.6 of Part 1 of this Schedule 15, including the defects liability period (maintained throughout on a losses occurring basis)

3.7 Cover Features and Extensions

1. Munitions of war
2. Cross liability clause
3. Contingent motor
4. Legal defence costs

3.8 Principal Exclusions

1. Liability for death, illness, disease or bodily injury sustained by employees of the Insured.
2. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
3. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insureds.
4. Liability in respect of loss or damage to property in the care, custody and control of the Insured but this exclusion is not to apply to any property

belonging to the Authority which is in the care, custody and control of another Insured.

5. Events more properly covered under a professional indemnity policy.
6. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
7. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
8. Losses indemnified under the CAR or DSU insurances specified in this Part 1 of Schedule 15.
9. War and related perils (United Kingdom market agreed wording).
10. Nuclear/ radio active risks (United Kingdom market agreed wording).
11. Cyber risks.

PART 2

Information removed on the grounds of commercial sensitivity – EIR exception 12(5)e

PART 3

Information removed on the grounds of commercial sensitivity – EIR exception 12(5)e

PART 4A

Endorsements for policies taken out under Parts 1 and 3 of this Schedule 15:

Unless the context otherwise requires defined terms set out in the following endorsements shall have the meaning set out in the Contract.

Endorsement 1

Cancellation

This policy shall not be cancelled or terminated before the original expiry date is to take effect except in respect of non-payment of premium.

The insurer shall by written notice advise the Authority:

- (a) at least 30 days before any such cancellation or termination is to take effect;
- (b) at least 30 days before any reduction in limits or coverage or any increase in deductibles is to take effect; and
- (c) of any act or omission or any event of which the insurer has knowledge and which might invalidate or render unenforceable in whole or in part this policy.

Endorsement 2

Multiple Insured/Non-Vitiation Clause

Each of the parties comprising the insured shall for the purpose of this policy be considered a separate co-insured entity, insured on a composite basis, with the words “the insured” applying to each as if they were separately and individually insured provided that the total liability of the insurers under each section of this policy to the insured collectively shall not (unless the policy specifically permits otherwise) exceed the limit of indemnity or amount stated to be insured under that section or policy. Accordingly, the liability of the insurers under this policy to any one insured shall not be conditional upon the due observance and fulfilment by any other insured party of the terms and conditions of this policy or of any duties imposed upon that insured party relating thereto, and shall not be affected by any failure in such observance or fulfilment by any such other insured party.

It is understood and agreed that any payment or payments by insurers to any one or more of the insureds shall reduce, to the extent of that payment, insurers’ liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any insured party in circumstances of fraud misrepresentation non-disclosure or material breach of warranty or condition of this policy (each referred to in this clause as a “Vitiating Act”) committed by that insured party save where such misrepresentation non-disclosure or breach of warranty or condition was committed innocently and in good faith.

For the avoidance of doubt it is however agreed that a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured who has an insurable interest and who has not committed the Vitiating Act.

Insurers hereby agree to waive all rights of subrogation and/or recourse which they may have or acquire against any insured party (together with their employees and agents) except where the rights of subrogation or recourse are acquired in consequence of a Vitiating Act in which circumstances insurers may enforce such rights against the insured responsible for the Vitiating Act notwithstanding the continuing of former status of the vitiating party as an insured.

Notwithstanding any other provision of this policy or any other document or any act and/or omission by any insured party insurers agree that no party other than the Authority has any authority to make any warranty, disclosure or representation in connection with this policy on behalf of the Authority.

Endorsement 3

Communications

All notices or other communications under or in connection with this policy shall be given to each insured (and the Authority) in writing or by facsimile. Any such notice will be deemed to be given as follows:

- (a) if in writing, when delivered;
- (b) if by facsimile, when transmitted but only if, immediately after transmission, the sender’s facsimile machine records a successful transmission has occurred.

The address and facsimile number of the Authority for all notices under or in connection with this policy are those notified from time to time by the Authority for this purpose to the Provider at the relevant time. The initial address and facsimile number of the Authority are as follows:

The Authority: Shropshire County Council

Address: Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

Facsimile No: 01743 252827

Attention: The Chief Executive from time to time of the Authority

It is further agreed that a notice of claim given by the Authority or any other insured shall in the absence of any manifest error be accepted by the insurer as a valid notification of a claim on behalf of all insureds.

Endorsement 4

Loss Payee (applicable only to the Physical Damage Policies)

Subject to the provision of clause 60.1 (b) all proceeds of this policy shall be payable without deduction or set-off to the Joint Insurance Account.

Endorsement 5

Primary Insurance

It is expressly understood and agreed that this policy provides primary cover for the insured parties and that in the event of loss destruction damage or liability covered by this policy which is covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the insured parties the insurers will indemnify the insured parties as if such other policy or policies of insurance were not in force and the insurers waive their rights of recourse if any against the insurers of such other policy or policies of insurance.

PART 4B

Endorsements for policies taken out under Paragraph 1 of Part 2 of this Schedule 15:

Unless the context otherwise requires defined terms set out in the following endorsements shall have the meaning set out in the Contract.

Endorsement 1

Cancellation

This policy shall not be cancelled or terminated before the original expiry date is to take effect except in respect of non-payment of premium.

The insurer shall by written notice advise the Authority:

- (a) at least 30 days before any such cancellation or termination is to take effect;
- (b) at least 30 days before any reduction in limits or coverage or any increase in deductibles is to take effect; and
- (c) of any act or omission or any event of which the insurer has knowledge and which might invalidate or render unenforceable in whole or in part this policy.

Endorsement 2

Multiple Insured/Non-Vitiation Clause

Each of the parties comprising the insured shall for the purpose of this policy be considered a separate co-insured entity, insured on a composite basis, with the words “the insured” applying to each as if they were separately and individually insured provided that the total liability of the insurers under each section of this policy to the insured collectively shall not (unless the policy specifically permits otherwise) exceed the limit of indemnity or amount stated to be insured under that section or policy. Accordingly, the liability of the insurers under this policy to any one insured shall not be conditional upon the due observance and fulfilment by any other insured party of the terms and conditions of this policy or of any duties imposed upon that insured party relating thereto, and shall not be affected by any failure in such observance or fulfilment by any such other insured party.

It is understood and agreed that any payment or payments by insurers to any one or more of the insureds shall reduce, to the extent of that payment, insurers’ liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any insured party in circumstances of fraud misrepresentation non-disclosure or material breach of warranty or condition of this policy (each referred to in this clause as a “Vitiating Act”) committed by that insured party save where such misrepresentation non-disclosure or breach of warranty or condition was committed innocently and in good faith.

For the avoidance of doubt it is however agreed that a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured who has an insurable interest and who has not committed the Vitiating Act.

Insurers hereby agree to waive all rights of subrogation and/or recourse which they may have or acquire against any insured party (together with their employees and agents) except where the rights of subrogation or recourse are acquired in consequence of a Vitiating Act in which circumstances insurers may enforce such rights against the insured responsible for the Vitiating Act notwithstanding the continuing of former status of the vitiating party as an insured.

Notwithstanding any other provision of this policy or any other document or any act and/or omission by any insured party insurers agree that no party other than the Authority has any authority to make any warranty, disclosure or representation in connection with this policy on behalf of the Authority.

Endorsement 3

Communications

All notices or other communications under or in connection with this policy shall be given to each insured (and the Authority) in writing or by facsimile. Any such notice will be deemed to be given as follows:

- (a) if in writing, when delivered;
- (b) if by facsimile, when transmitted but only if, immediately after transmission, the sender's facsimile machine records a successful transmission has occurred.

The address and facsimile number of the Authority for all notices under or in connection with this policy are those notified from time to time by the Authority for this purpose to the Provider at the relevant time. The initial address and facsimile number of the Authority are as follows:

The Authority: Shropshire County Council

Address: Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

Facsimile No: 01743 252827

Attention: The Chief Executive from time to time of the Authority

It is further agreed that a notice of claim given by the Authority or any other insured shall in the absence of any manifest error be accepted by the insurer as a valid notification of a claim on behalf of all insureds.

Endorsement 4

Loss Payee (applicable only to the Physical Damage Policies)

Subject to the provision of clause 60.1 (b) all proceeds of this policy shall be payable without deduction or set-off to the Joint Insurance Account.

Endorsements for policies taken out under Paragraph 3 of Part 2 of this Schedule 15:

Unless the context otherwise requires defined terms set out in the following endorsements shall have the meaning set out in the Contract.

Endorsement 1

Cancellation

The insurer shall by written notice advise the Authority, at the address specified below, of any of the following which impacts upon the Shropshire Waste Partnership PFI Project cover:

- (a) at least 30 days before any cancellation or termination is to take effect;
- (b) at least 30 days before any reduction in limits or coverage or any increase in deductibles is to take effect; and
- (c) of any act or omission or any event of which the insurer has knowledge and which might invalidate or render unenforceable in whole or in part this policy.

The Authority: Shropshire County Council

Address: The Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

Facsimile No: 01743 252827

Attention: The Chief Executive from time to time of the Authority

PART 5A

Broker's Letter of Undertaking for policies taken out under Parts 1 and 3 of this Schedule 15

To: The Authority

Dear Sirs

Agreement dated [] entered into between [] Limited (the "Provider") and [] (the "Authority") (the "Agreement").

- 1 We refer to the Agreement. Unless the context otherwise requires, terms defined in the Agreement shall have the same meaning in this letter.
- 2 We act as insurance broker to the Provider in respect of the Required Insurances and in that capacity we confirm that the Required Insurances which are required to be procured pursuant to Clause 59 and Schedule 15 of the Agreement:
 - 2.1 where appropriate name you and such other persons as are required to be named pursuant to the Agreement for their respective interests;
 - 2.2 are, in our reasonable opinion as insurance brokers, as at today's date, in full force and effect; and that
 - 2.3 all premiums due to date in respect of the Required Insurances are paid and the Required Insurances are, to the best of our knowledge and belief, placed with insurers which, as at the time of placement, are reputable and financially sound. We do not, however, make any representations regarding such insurers' current or future solvency or ability to pay claims; and that
 - 2.4 the endorsements set out in Part 4 to Schedule 15 of the Agreement are as at today's date in full force and effect in respect of the Required Insurances.
- 3 We further confirm that the attached cover notes confirm this position.
- 4 Pursuant to instructions received from the Provider and in consideration of your approving our appointment [or continuing appointment] as brokers in connection with the Required Insurances, we hereby undertake in respect of the interests of the Authority in relation to the Required Insurance
 - 4.1 **Notification Obligations**
 - (a) to notify you at least 30 (thirty) days prior to the expiry of any of the Required Insurances if we have not received instructions from the Provider to negotiate renewal and in the event of our receiving instructions to renew, to advise you promptly of the details thereof;
 - (b) to notify you at least 30 (thirty) days prior to ceasing to act as brokers to the Provider unless, due to circumstances beyond our control, we are unable to do so in which case we shall notify you as soon as practicable; and
 - (c) to pay into the Joint Insurance Account without set off or deduction of any kind for any reason all payments in respect of claims received by us from insurers in relation to the Required Insurances specified in Clause 59 of the Agreement

4.2 **Advisory Obligations**

- (a) to notify you as soon as reasonably practicable of any default in the payment of any premium for any of the Required Insurances;
- (b) to notify you if any insurer cancels or gives notification of cancellation of any of the Required Insurances, at least 30 (thirty) days before such cancellation is to take effect or as soon as reasonably practicable in the event that notification of cancellation takes place less than 30 (thirty) days before it is to take effect;
- (c) to notify you as soon as reasonably practicable of any act or omission, breach or default of the Provider or any other Insured under the Required Insurances of which those of our employees directly involved with the placement or administration of the Insurances become aware and which acting reasonably they consider may invalidate any Insurance or render it void, avoidable or unenforceable in whole or in part or which may otherwise materially impact on the extent of cover provided under the Required Insurances; and
- (d) In accordance with our duty to the Provider to notify the Provider of its pre-contractual duties of disclosure to insurers including the duty to disclose all information that would be considered to be material in the context of such duty

4.3 **Disclosure Obligations**

- (a) (i) to disclose to insurers all information and any fact, change of circumstances or occurrence made available to us by the Provider; or (ii) disclose, with the approval of the Provider (such approval not to be unreasonably withheld), all information and any fact, change of circumstances or occurrence made known to us by the Authority which in our reasonable opinion is material to the risks insured against under the Required Insurances and which properly should be disclosed to insurers in accordance with the insurers' relevant policy terms and conditions as soon as practicable after we are in receipt for the Provider of such information or of the approval of the Provider in respect of such information and become aware of such information, fact, change of circumstance or occurrence whether prior to inception or renewal or otherwise; and
- (b) to treat as confidential all information so marked or otherwise stated to be confidential and supplied to us by or on behalf of the Provider or the Authority and not to disclose such information, without prior written consent of the supplier of the information, to any third party other than those persons who, in our reasonable opinion have a need to have access to such information from time to time, and for the purpose of disclosure to the insurers or their agents in respect of the Required Insurances in discharge of our obligation set out at clause 4.3.1 of this letter. Our obligations of confidentiality shall not conflict with our duties owed to the Provider and shall not apply to disclosure required by an order of a court of competent jurisdiction, or pursuant to any applicable law, governmental or regulatory authority having the force of law or to information which is in the public domain.

4.4 **Administrative Obligations**

- (a) to hold copies of all documents relating to or evidencing the Required Insurances, including but without prejudice to the generality of the foregoing, insurance slips, contracts, policies, endorsements and copies of all documents

evidencing renewal of the Required Insurances, payment of premiums and presentation and receipt of claims;

- (b) to supply to the Authority and/or its insurance advisers (or the Authority's or its insurance advisers' authorised representatives) promptly on written request copies of the documents set out in clause 4.4.1 of this letter, and to the extent available, to make available to such persons promptly upon the Authority's request the originals of such documents.
- (c) to administer the payment of premiums due pursuant to the Required Insurances such that, in so far as we hold appropriate funds, all such premiums shall be paid to insurers in accordance with the terms of the Required Insurances;
- (d) to administer the payment of claims from insurers in respect of the Insurances (the "Insurance Claims") including:
 - (i) negotiating settlement of Insurance Claims presented in respect of the Required Insurances;
 - (ii) collating and presenting all information required by insurers in relation to Insurance Claims presented in respect of the Required Insurances, and
 - (iii) insofar as it is relevant and practicable, liaising with and reporting to each Authority throughout the settlement, payment and administration of such Insurance Claims.
 - (iv) to advise the Authority promptly upon receipt of notice of any material changes which we are instructed to make in the terms of the Required Insurances and which, if effected, in our opinion as Insurance Brokers would result in any material reduction in limits or coverage or in any increase in deductibles, exclusions or exceptions;
 - (v) to advise the Authority in advance of any change to the terms of, or any lapse, non-renewal and/or cancellation of any policy maintained in respect of the Required Insurances; and
 - (vi) to use our reasonable endeavours to have endorsed on each and every policy evidencing the Required Insurances (when the same is issued) endorsements substantially in the form set out in Part 4 to Schedule 15 of the Agreement.

4.5 Insurance Cost Reporting Procedures

- (a) to prepare following request, at the expense of the Provider, a Joint Insurance Cost Report on behalf of both the Provider and the Authority in accordance with the Insurance Review Procedure as set forth in Schedule [TBC] of the Agreement. We shall ensure that the information in the Joint Insurance Cost Report is fairly represented, based on the information available to us.

5 NOTIFICATION DETAILS

5.1 Our obligations at clause 4 of this letter to notify or inform you shall be discharged by providing the requisite information in hard copy to:

The Authority: Shropshire County Council

Address: The Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

Facsimile No: 01743 252827

Attention: The Chief Executive from time to time of the Authority

6 General

6.1 For the avoidance of doubt, the undertakings and confirmations given in this letter relate solely to the Required Insurances. They do not apply to any other insurances and nothing in this letter should be taken as providing any undertakings or confirmations in relation to any insurance (other than the Required Insurances) that ought to have been placed or may at some future date be placed by ourselves or by other brokers.

6.2 Following termination of our appointment as broker to the Provider on written notice to the Authority we are released from all ongoing obligations set forth in this letter.

6.3 Nothing in this letter shall prejudice insurers' right to cancel the Required Insurances in accordance with their terms and the undertakings and confirmations set out in this letter are given subject to such right.

6.4 This letter is given by us on the instructions of the Provider and with the Provider's full knowledge and consent as to its terms as evidenced by the Provider's signature below. Accordingly, the Provider hereby waives any potential liability we might otherwise have had to it arising from actions taken by us to comply with the terms of this letter (including, without limitation, any particular liability relating to any conflict of interest).

6.5 This letter shall be governed by and construed in accordance with English law.

Yours faithfully

.....

For and on behalf of [Provider's broker]

PART 5B

Broker's Letter of Undertaking for policies taken out under Part 2 of this Schedule 15

To: The Authority

Dear Sirs

Agreement dated [] entered into between [] Limited (the "Provider") and [] (the "Authority") (the "Agreement").

- 1 We refer to the Agreement. Unless the context otherwise requires, terms defined in the Agreement shall have the same meaning in this letter.
- 2 We act as insurance broker to the Provider in respect of the Required Insurances and in that capacity we confirm that the Required Insurances which are required to be procured pursuant to Clause 59 and Schedule 15 of the Agreement:
 - 2.1 where appropriate name you and such other persons as are required to be named pursuant to the Agreement for their respective interests;
 - 2.2 are, in our reasonable opinion as insurance brokers, as at today's date, in full force and effect ; and that
 - 2.3 all premiums due to date in respect of the Required Insurances are paid and the Required Insurances are, to the best of our knowledge and belief, placed with insurers which, as at the time of placement, are reputable and financially sound. We do not, however, make any representations regarding such insurers' current or future solvency or ability to pay claims; and that
 - 2.4 the endorsements set out in Part 4 to Schedule 15 of the Agreement are in our reasonable opinion as at today's date in full force and effect in respect of the Required Insurances.
- 3 We further confirm that the attached cover notes confirm this position.
- 4 Pursuant to instructions received from the Provider and in consideration of your approving our appointment [or continuing appointment] as brokers in connection with the Required Insurances, we hereby undertake in respect of the interests of the Authority in relation to the Required Insurance
 - 4.1 **Notification Obligations**
 - 4.1.1 to notify you at least 30 (thirty) days prior to the expiry of any of the Required Insurances if we have not received instructions from the Provider to negotiate renewal and in the event of our receiving instructions to renew, to advise you promptly of the details thereof;
 - 4.1.2 to notify you at least 30 (thirty) days prior to ceasing to act as brokers to the Provider unless, due to circumstances beyond our control, we are unable to do so in which case we shall notify you as soon as practicable; and
 - 4.1.3 to pay into the Joint Insurance Account without set off or deduction of any kind for any reason all payments in respect of claims received by us from insurers in relation to the Required Insurances specified in Clause 60 of the Agreement

4.2 Advisory Obligations

- 4.2.1 to notify you promptly of any default in the payment of any premium for any of the Required Insurances;
- 4.2.2 to notify you if any insurer cancels or gives notification of cancellation of any of the Required Insurances, at least 30 (thirty) days before such cancellation is to take effect or as soon as reasonably practicable in the event that notification of cancellation takes place less than 30 (thirty) days before it is to take effect;
- 4.2.3 to notify you of any act or omission, breach or default of which we have knowledge which in our reasonable opinion may either invalidate or render unenforceable in whole or in part any of the Required Insurances or which may otherwise materially impact on the extent of cover provided under the Required Insurances; and
- 4.2.4 in accordance with our duty to the Provider to notify the Provider of its pre-contractual duties of disclosure to insurers, including the duty to disclose all information that would be considered material in the context of such duty

4.3 Disclosure Obligations

- 4.3.1 Subject to the prior written consent of the Provider (and we undertake to notify you as soon as reasonably practicable if such consent is withheld) to disclose to insurers all information provided to those of our employees directly involved with the placement of the Required Insurances in our capacity as insurance broker to the Provider including any fact, change of circumstance or occurrence notified to such employees, which is in our reasonable opinion material to the risks insured against under the Required Insurances and which properly should be disclosed to insurers, or in accordance with the policy terms and conditions of the relevant Required Insurance, as soon as reasonably practicable after we are in receipt of such information, fact, change of circumstance or occurrence whether prior to inception or renewal or otherwise; and
- 4.3.2 to treat as confidential all information so marked or otherwise stated to be confidential and supplied to us by or on behalf of the Provider or the Authority and not to disclose such information, without prior written consent of the supplier, to any third party other than those persons who, in our reasonable opinion have a need to have access to such information from time to time, and for the purpose of disclosure to the insurers or their agents in respect of the Required Insurances in discharge of our obligation set out at clause 4.3.1 of this letter. Our obligations of confidentiality shall not conflict with our duties owed to the Provider and shall not apply to disclosure required by an order of a court of competent jurisdiction, or pursuant to any applicable law, governmental or regulatory authority having the force of law or to information which is in the public domain.

4.4 Administrative Obligations

- 4.4.1 to hold copies of all documents relating to or evidencing the Required Insurances, including but without prejudice to the generality of the foregoing, insurance slips, contracts, policies, endorsements and copies of all documents evidencing renewal of the Required Insurances, payment of premiums and presentation and receipt of claims;
- 4.4.2 to supply to the Authority and/or its insurance advisers (or the Authority's or its insurance advisers' authorised representatives) promptly on written request copies of the documents set out in clause 4.4.1 of this letter, and to the extent available, to make

available to such persons promptly upon the Authority's request the originals of such documents.

- 4.4.3 to administer the payment of premiums due pursuant to the Required Insurances such that, in so far as we hold appropriate funds, all such premiums shall be paid to insurers in accordance with the terms of the Required Insurances;
- 4.4.4 to administer the payment of claims from insurers in respect of the Insurances (the "Insurance Claims") including:
 - 4.4.4.1 negotiating settlement of Insurance Claims presented in respect of the Required Insurances;
 - 4.4.4.2 collating and presenting all information required by insurers in relation to Insurance Claims presented in respect of the Required Insurances, and
 - 4.4.4.3 insofar as it is relevant and practicable, liaising with and reporting to each Authority throughout the settlement, payment and administration of such Insurance Claims.
- 4.4.5 to advise the Authority as soon as reasonably practicable upon receipt of notice of any material changes which we are instructed by the Provider to make in the terms of the Required Insurances and which, if effected, in our reasonable opinion as Insurance Brokers would result in any material reduction in limits or coverage or in any increase in deductibles, exclusions or exceptions;
- 4.4.6 to advise the Authority in advance of any change to the terms of, or any lapse, non-renewal and/or cancellation of any policy maintained in respect of the Required Insurances to the extent that it affects the Project or does not comply with the requirements of this Schedule 15; and
- 4.4.7 to use our reasonable endeavours to have endorsed on each and every policy evidencing the Required Insurances (when the same is issued) endorsements substantially in the form set out in Part 4 to Schedule 15 of the Agreement.

4.5 Insurance Cost Reporting Procedures

- 4.5.1 to prepare following request, at the expense of the Provider, a Joint Insurance Cost Report on behalf of both the Provider and the Authority in accordance with the Insurance Review Procedure as set forth in Schedule [TBC] of the Agreement. We shall ensure that the information in the Joint Insurance Cost Report is fairly represented, based on the information available to us.

5 NOTIFICATION DETAILS

- 5.1 Our obligations at clause 4 of this letter to notify or inform you shall be discharged by providing the requisite information in hard copy to:

The Authority: Shropshire County Council

Address: The Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

Facsimile No: 01743 252827

Attention: The Chief Executive from time to time of the Authority

- 6 Save insofar as we have given agreements or representations in this letter, it is to be understood by the Authority that they may not rely on any advice which we have given to the Provider, and we do not represent that the Required Insurances are suitable or sufficient to meet the needs of the Authority which must take steps and advice of its own as it considers necessary in order to protect its own position.
- 7 The representations and obligations set out in this letter are subject to our continuing appointment as insurance brokers to the Provider in relation to the Required Insurances concerned, and following termination of such appointment our immediate release from all our obligations set out in this letter to the extent those obligations arise on or after the termination, and subject to any right of lien we may have over the policy and policy documents regarding the Required Insurances, arising through common law or otherwise.
- 8 Our aggregate liability to any persons companies or organisation who acts in reliance on this letter, or on any other broker's letter of undertaking issued by us in respect of the Required Insurances for this Project, for any and all matters arising from them and the contents thereof shall in any and all events be limited to the sum of five million pounds (£5,000,000), even if we are negligent. We do not limit liability for our fraud.
- 9 This letter is given by us on the instructions of the Provider and with their full knowledge and consent as to its terms.

Yours faithfully

.....
For and on behalf of [Provider's broker]

PART 6

Definitions

“Revenue” should mean the fixed costs incurred by the Provider which first fall due for payment by the Provider during the period of indemnity but excluding:

- (a) costs which could have reasonably been mitigated or avoided by the Provider
- (b) payments which are not entirely at arm’s length;
- (c) payments to holders of equity in the Provider;
- (d) indirect losses suffered or allegedly suffered by any person;
- (e) fines, penalties or damages for unlawful acts, breaches of contract or other legal obligations;
- (f) payments the Provider can recover under contract or in respect of which the Provider has a remedy against another person in respect of the same liability;
- (g) payments representing any profits of the Project (to the extent not already excluded in (e) above).

Schedule 16 (Company Information)

Name of Company: Veolia ES Shropshire Ltd

Registered Number: 6256563

Registered Office: Veolia House, 154A Pentonville Road, London N1 9PE

Date of Incorporation: 23.5.07

Place of Incorporation: United Kingdom

Status of Company: Private Limited Company

Authorised Share Capital: £1,000,000 divided into 1,000,000 ordinary shares of £1 each

Issued Share Capital: 1 million shares of £1 each held by Veolia ES Aurora Limited

Directors: Axel de Saint Quentin de Saint Romain
Paul Levett
Gavin Graveson

Secretary: Robert Hunt

Accounting Reference Date: To be announced

Schedule 17

Authority Policies

Speaking up about wrongdoing

Advice for Shropshire County Council employees

1. Shropshire County Council is committed to open and honest communication and the highest possible standards of integrity. Part of meeting that commitment is to encourage employees, members and others who have serious concerns to speak up. This may need to be on a confidential basis and the Council wishes to emphasise that if someone does ‘speak up’ they can do so without fear of reprisals. Such policies are termed “blowing the whistle” and this phrase is used throughout this statement but should be viewed as a positive action of speaking up.

2. **Introduction**

Employees or members may be the first to see that something is seriously wrong within the Council. Such wrongdoings relate to:

- fraud and corruption;
- discrimination;
- abuse of vulnerable people;
- damage to the environment.

It is the duty of employees to speak up when they have serious concerns and it is the duty of the County Council to act on those concerns and protect and support employees when they do. A failure to report a serious concern could be construed as collusion. Difficult as it may be to speak up, employees should be aware of their special position and of their duty to make their concerns known.

This policy statement makes clear what employees should do and what will happen as a result. The policy has been discussed with all the relevant trades unions and professional organisations and has their support.

This policy statement is issued to employees to advise specifically on blowing the whistle on wrongdoing. It should not be confused with the complaints procedure (where you can complain about the Council's services), the grievance procedure (where you can complain about your own treatment as an employee) or the child protection procedure (specifically relating to work in the Children and Young People's area).

3. **Serious Concerns**

There are existing procedures in place to enable you to lodge a grievance about your own employment. This policy is intended to cover serious concerns outside the scope of those procedures.

A serious concern may be related to something that:

- is unlawful;
- is against the County Council's Constitution, financial rules, contract rules or other policies;
- does not meet established standards or working practices;
- amounts to improper conduct.

(Theft, bribery and corruption, discrimination, the abuse of children, vulnerable adults or staff, and environmental misuse are all the types of things which would fall into these categories).

4. Safeguards

4.1 Harassment and Victimisation

The Council recognises that deciding to report a concern can be difficult, not least because of the fear of reprisal from those responsible for malpractice. The council will not tolerate harassment or victimisation and will take action to protect you when you raise a concern in good faith.

This does not mean that if you are already the subject of disciplinary or redundancy procedures, that those procedures will be halted as a result of your whistleblowing.

4.2 Confidentiality

The Council will do its best to protect your identity when you raise a concern and do not want your name to be disclosed. It must, however, be appreciated that the investigation process may reveal the source of the information and a statement by you may be required as part of the evidence.

4.3. Anonymous Allegations

This policy encourages you to put your name to your allegation. Concerns expressed anonymously are much less powerful, but they will be considered at the discretion of the council. In exercising this discretion, the factors to be taken into account would be:

- the seriousness of the issues raised;
- the validity of the concern;
- the likelihood of confirming the allegations from other sources.

4.4. Untrue Allegations

If you make an allegation in good faith, but it is not confirmed by the investigation, no action will be taken against you. In such circumstances employees will be supported. If, however you make malicious or vexatious allegations, disciplinary action may be taken against you, but the matter would be referred to the appropriate Chief Officer before any action is taken.

4.5. Support To You

Throughout and after this difficult process you will be given full support from senior management, your concerns will be taken seriously and the County Council will do all it can to help you. If necessary, and you are happy to do so, you may be transferred to another job to ensure that you are fully protected.

5. How to raise a concern

5.1. As a first step you should normally raise concerns with your immediate Supervisor or Line Manager. This will depend, however, on the seriousness and sensitivity of the issues involved and who is thought to be involved in the wrongdoing. If management is involved, you should approach:

- Chief Executive or Corporate Director - if the wrongdoing is about standards of behaviour or about the abuse of children or vulnerable adults
- Monitoring Officer / Head of Legal and Democratic Services - if the wrongdoing is thought to be illegal. Tel: (01743) 252763
- Chief Finance Officer / Director of Resources - if the wrongdoing is about improper payments. Tel: (01743) 252007
- Head of Audit and Consultancy Services - If the wrongdoing is a fraud. Tel: (01743) 252027
- Head of Sustainability - if the wrongdoing is an environmental issue. Tel: (01743) 252565

Alternatively you can call the Standards Hotline (01743 252627) or invite your trades union or professional association to raise the matter on your behalf.

5.2. The earlier you express your concern the better and the easier it will be to take action. Concerns are better raised in writing. You should try to set out:

- the background and history to your concern;
- dates and places where possible;
- the reasons for your concerns.

5.3. Further advice and guidance on what to do can be found in the:

- guidance on how to deal with fraud and corruption;
- guidance note on the abuse of children, or vulnerable adults;
- guidance note on environmental issues;
- the harassment and bullying policy.

6. How will the Council respond?

6.1. The action taken will depend on the nature of the concern. The matters raised may:

- be investigated internally with the County Council but independently of those directly involved;

- be referred to the Police;
- be referred to the external Auditor;
- form the subject of an independent inquiry.

6.2. In order to protect individuals and the County Council, initial enquiries will be made to decide whether an investigation is appropriate and, if so, what form it should take. These will be made confidentially and every attempt made to protect the employee. Concerns or allegations which fall within the scope of specific procedures (e.g. child protection or discrimination issues) will normally be referred for consideration under those procedures.

6.3. Some concerns may be resolved by agreed action without the need for investigation.

6.4. Within 10 working days of a concern being received, we will write to you:

- acknowledging that the concern has been received;
- indicating how we propose to deal with the matter;
- giving an estimate of how long it will take to provide a final response;
- telling you whether any initial enquiries have been made;
- telling you whether further investigations will take place and, if not, why not.

7. Chief Executive and Corporate Director contacts

Chief Executive - Carolyn Downs. Tel: (01743) 252701
Corporate Director, Community Services - Jack Collier. Tel: (01743) 253701
Corporate Director, Children and Young People's Services - Liz Nicholson.
Tel: (01743) 254301
Corporate Director, Economy and Environment -Penny Spencer. Tel: (01743) 252302

Director of Resources - Laura Rowley. Tel: (01743) 252007
Head of Legal & Democratic Services - Claire Porter. Tel: (01743) 252763

Schedule 19

Project Documents and Ancillary Documents

Part 1 — Project Documents

Document	Parties
The Contract	(1) the Authority and (2) the Provider
The Independent Certifier Appointment	(1) the Authority (2) the Provider and (3) Independent Certifier
The Collateral Warranty	(1) the Authority (2) the Provider and (3) Building Contractor
The Leases	<p>Lease of Part of Alexandra Road Depot, Alexandra Road, Oswestry between (1) The Council Borough of Oswestry (2) the Provider and (3) the Authority;</p> <p>Lease of Battlefield Site, Battlefield Enterprise Park, Vanguard Way, Shrewsbury, SY1 3TG between (1) the Authority and (2) the Provider;</p> <p>Lease of Bridgnorth Depot, Stanley Lane between (1) Bridgnorth District Council (2) the Provider and (3) the Authority;</p> <p>Lease of land adjoining Long Lane Industrial Estate, Long Lane, Craven Arms, SY7 8DU between (1) the Authority and (2) the Provider;</p> <p>Lease of Ludlow Business Park, Parys Road, Ludlow (Coder Road HRC) between (1) South Shropshire District Council (2) the Provider and (3) the Authority;</p> <p>Lease of Ludlow Business Park, Parys Road, Ludlow (South Shropshire Depot) between (1) South Shropshire District Council (2) the Provider and (3) the Authority;</p>

	<p>Lease of Ludlow Business Park, Parys Road, Ludlow (South Shropshire Street Cleaning Depot) between (1) South Shropshire District Council (2) the Provider and (3) the Authority;</p> <p>Lease of land at Mile Oak, Industrial Estate, Maesbury Road, Oswestry between (1) the Authority and (2) the Provider;</p> <p>Lease of Maesbury Road Tip, Maesbury Road, Oswestry between (1) the Authority and (2) the Provider;</p> <p>Underlease of Plot I Long Lane Industrial Estate, Long Lane, Craven Arms, SY7 8DU between (1) the Authority and (2) the Provider;</p> <p>Underlease of Plot 3, Civic Park, Phase 2, Whitchurch between (1) the Authority and (2) the Provider; and</p> <p>Underlease of Units 14 & 15 Stanley Lane Industrial Estate, Bridgnorth, Shropshire between (1) the Authority (2) the Provider and (3) Bridgnorth District Council</p>
The Off-take Contract Direct Agreement	(1) MES Environmental Limited (2) the Provider and (3) the Authority
The Parent Company Guarantee	(1) Veolia Environmental Services (UK) Plc and (2) the Authority
Admission Agreement	(1) the Authority and (2) the Provider
Trade Waste Business SPA	(1) The Shropshire Waste Partnership Joint Committee and (2) the Provider

Part 2 — Ancillary Documents

Document	Parties
The Building Contract	(1) the Provider and (2) the Building Contractor
Off-Take Contract	(1) MES Environmental Limited (2) the Provider and (3) the Authority

SCHEDULE 21

QUALIFYING WASTE MANAGEMENT CHANGES IN LAW

- 1 Kyoto Protocol (approved by Decision 2002/358 of 25/04/02) and Directive 2003/87/EC in relation to a national allocation plan for Phase II of the greenhouse gas emissions trading scheme.
- 2 Draft Groundwater Directive. Commission Proposal (COM (2003) 550 Final) of 23 September 2003.
- 3 DEFRA consultation Proposal for a Directive to amend Directive 75/442/EEC (the Framework Directive on Waste) (COM (2005) 667) (responses due January 2007).
- 4 2005/20/EC Amending Directive 94/62/EC on packaging and packaging waste.
- 5 DEFRA Proposal for a revised waste strategy for England.
- 6 DEFRA consultation on 2007/08 recycling composting targets under current review of Waste Strategy 2000 and the Household Waste Recycling Act 2003.
- 7 Commission communication of 21 December 2005 on a thematic strategy on the prevention and recycling of waste (COM (2005) 666).
- 8 Deleted**
- 9 Deleted**
- 10 Defra proposed review of exemptions from permit requirements under Article 11 Waste Framework Directive.
- 11 DEFRA consultation on Options to Create a Streamlined Environmental Permitting and Compliance Systems (under the Environmental Permitting Programme or EPP).
- 12 Directive on Batteries and Accumulators (agreed in July 2006 and awaiting publication in the Official Journal).
- 13 Proposal for a Directive of the European Parliament and the Council on ambient air quality and cleaner air for Europe (COM (2005) 447).
- 14 Communication from the Commission to the Council and the European Parliament: Thematic Strategy on Air Pollution (COM (2005) 446).
- 15 Environmental Liability Directive (2004/35/EC).
- 16 DEFRA Consultation on options for implementing the Environmental Liability Directive deadline February 2007.
- 17 Directive relating to arsenic, cadmium, mercury, nickel and polycyclic aromatic hydrocarbons in ambient air (99/30/EC).
- 18 Deleted**
- 19 Deleted**
- 20 Deleted**

- 21 Deleted**
- 22 Deleted**
- 23 Deleted**
- 24 Environment Agency Consultation on PPC Technical Guidance for the Treatment of Landfill Leachate (responses due 31 March 2006).
- 25 DEFRA Proposed amendment of the Pollution Prevention and Control (England and Wales) Regulations 2000 (the PPC Regulations) (responses due January 2007).
- 26 Environment Agency Consultation on IPPC Alternative Treatment of Clinical Waste: Appendix 5 to Guidance for the Recovery and Disposal of Hazardous and Non-Hazardous Waste (IPPC S5.06) (responses due 26 May 2006).
- 27 Deleted**
- 28 Deleted**
- 29 DEFRA Consultation on the controls on the handling, transfer and transport of waste (responses due by March 2007).
- 30 EU Water Framework Directive (Directive 2000/60/EC).
- 31 Review of the Animal By-Products Regulations (ABPR) in relation to the proposal that Regulation 1774/2002 be repealed and replaced entirely and those details in the annexes of Regulation 1774/2002 are to be updated.
- 32 Deleted**
- 33 Communication from the Commission "Towards a Thematic Strategy on Soil Protection" (COM(2002)179).
- 34 Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2006 (RoHS).
- 35 Deleted**

Schedule 22

Conditions Precedent

Part 1

Authority's Conditions Precedent

- 1 The Authority shall have received, in form and substance reasonably satisfactory to it, each of the following:
 - (a) originals of each of the Project Documents to which it is a party, and originals or certified copies of each of the other Project Documents executed by each of the parties to those agreements;
 - (b) certified copies of the Provider's Certificate of Incorporation and Memorandum and Articles of Association;
 - (c) a certified copy of the minutes of a meeting of the board of directors of the Provider, duly convened and held, authorising the Provider to undertake the Project and to execute and deliver the Project Documents to which it is a party; and
 - (d) Broker's letter regarding insurances.

Part 2

Provider's Conditions Precedent

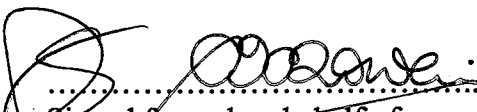
- 1 The Provider shall have received, in form and substance reasonably satisfactory to it, each of the following:
 - (a) originals of each of the Project Documents to which it is a party, and originals or certified copies of each of the other Project Documents, executed by each of the parties to those agreements;
 - (b) valid certificates issued by the Authority under the Local Government (Contracts) Act 1997 in relation to this Contract; and
 - (c) a letter from DEFRA in the form or substantially in the form set out in Part II of Appendix 6 of the DETR publication "Local Government and the Private Finance Initiative" (September 1998) confirming the issue of a Notional Credit Approval to assist in financing the Authority's obligations under this Contract in an amount and subject to conditions satisfactory to the Authority.


DATED 29th September 2007

SHROPSHIRE COUNTY COUNCIL (1)
and
VEOLIA ES SHROPSHIRE LIMITED (2)

PROJECT AGREEMENT

SCHEDULE 23
(Admission Agreement)


.....
Signed for and on behalf of
Shropshire County Council


.....
Signed for and on behalf of
Veolia ES Shropshire Limited

DATED

2007

SHROPSHIRE COUNTY COUNCIL

AND

BRIDGNORTH DISTRICT COUNCIL

AND

NORTH SHROPSHIRE DISTRICT COUNCIL

AND

OSWESTRY BOROUGH COUNCIL

AND

VEOLIA ES SHROPSHIRE LIMITED

ADMISSION AGREEMENT

Ref: LB/CSPP-11-5

ADMISSION AGREEMENT

THIS AGREEMENT is made the day of Two
thousand and seven B E T W E E N :

(1) SHROPSHIRE COUNTY COUNCIL of The Shirehall Abbey Foregate
Shrewsbury Shropshire (hereinafter called the "Administering Authority"); and

(2) BRIDGNORTH DISTRICT COUNCIL of Westgate, Bridgnorth, Shropshire,
WV16 5AA and

(3) NORTH SHROPSHIRE DISTRICT COUNCIL of Edinburgh House, New
Street, Wem, Shropshire, SY4 5DB and

(4) OSWESTRY BOROUGH COUNCIL of Castle View, Oswestry, Shropshire,
SY11 1JR (parties 2, 3 and 4 are hereinafter collectively called the
"Transferor Scheme Employers" and "Transferor Scheme Employer" shall
mean any one of them) and

(5) VEOLIA ES SHROPSHIRE LIMITED (hereinafter called the "Transferee
Admission Body") whose registered address is at Veolia House, 154A
Pentonville Road, London N1 9PE and whose registered company number is
6256563

W H E R E A S :

(1) The Administering Authority is an Administering Authority within
the meaning of the Local Government Pension Scheme Regulations 1997 as
amended ("the Regulations") and administers the Local Government Pension
Scheme ("the Scheme") and maintains the Shropshire County Pension Fund
("the Pension Fund")

(2) The Transferor Scheme Employers together with Shropshire
County Council and South Shropshire District Council are parties to the
Shropshire Waste Partnership Joint Committee

(3) "The Transferor Scheme Employers" are each a transferor scheme employer within the meaning of the Regulations

(4) With effect from 1st October 2007 the Transferee Admission Body in accordance with Regulation 5A (2)(a)(i) of the Regulations provides services or assets in connection with the exercise of a function of the Transferor Scheme Employers as a result of the transfer of the services or assets by means of a contract or other arrangement referred to in Clause 1.5 below or part of such services or assets

(5) The Administering Authority and the Transferor Scheme Employers and the Transferee Admission Body have agreed to enter into this Admission Agreement to enable the Eligible Employees (as defined in Clause 1.3) to be members of the Scheme and to participate in the Pension Fund

(6) The terms and conditions of such an admission have been agreed between the parties to this Agreement as follows:-

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

- 1.1 "Business Day" means any day other than a Saturday or a Sunday or a Public or Bank Holiday in England.
- 1.2 "Commencement Date" has the meaning given to it in Clause 2
- 1.3 "Eligible Employees" means the employees employed by the Transferor Scheme Employers and listed by reference to the individual Transfer Scheme Employer in
 - 1.3.1 Schedules 1A to 1C for so long as they are employed in connection with the provision of services or assets referred to in Clause 1.5 or part of such services or assets; or

1.3.2 Schedules 2A to 2C (those employees who have elected not to participate in the Local Government Pension Scheme and who have opted out of that Scheme) where an option to enter the Scheme is or has been made by that employee on or by 31st December 2007 and for so long as they are employed in connection with the provision of services or assets referred to in Clause 1.5 or part of such services or assets;

PROVIDED THAT:

1.3.3 the employee is not a member of another occupational pension scheme (within the meaning of Section 1 of the Pension Schemes Act 1993); and

1.3.4 that the restrictions contained in Regulation 6 and Schedule 3 of the Regulations shall apply to this Agreement; and

1.3.5 the employee otherwise satisfies the requirements of the Regulations appertaining to eligibility for membership of the Scheme

1.4 "Relevant Transferor Scheme Employer" means the Transferor Scheme Employer who employed the Eligible Employee directly before the commencement of the contract referred to in clause 1.5 below

1.5 For the purposes of this Agreement the words "employed in connection with" shall mean employed wholly or partly in connection with the contract dated 2007 between Shropshire County Council (the contracting authority for the Shropshire Waste Partnership Joint Committee) and Veolia ES Shropshire Limited for the design, construction, funding and operation of suitable waste management facilities and delivery of the Services defined therein

relating to waste collection, disposal and management (hereinafter referred to as "the Contract").

1.6 Save as aforesaid the words and expressions used in this Agreement shall have the same respective meanings as in the Regulations unless the context otherwise requires

1.7 In this Agreement where the context so admits:-

1.7.1 words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations unincorporated associations and partnerships

1.7.2 reference to any statutory provisions shall be deemed to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and any others or regulations under such provisions unless the context otherwise requires

1.7.3 reference to Clauses or Schedules shall be deemed to be references to a Clause or a Schedule to this Agreement and references to a sub-Clause shall be deemed to be a reference to a sub-Clause of the Clause in which the reference appears and

1.7.4 headings are included for ease of reference only and shall not affect this Agreement or its interpretation

2. COMMENCEMENT DATE

THIS Agreement shall have effect from the 1st day of October Two thousand and Seven

3. ADMISSION

THE Administering Authority shall as from the date referred to in Clause 2 permit the Eligible Employees to be members of the Scheme and to participate as active members of the Pension Fund

4. **PARTICIPATION**

4.1 The provisions of the Regulations shall apply for determining the rights and obligations of and the action which is to be taken by each party to this Agreement and for the transmission of information between them and each party hereby undertakes with the other to take such action promptly

4.2 The provisions of the Regulations shall apply to the Eligible Employees in the same way as if the Transferee Admission Body were a Scheme Employer within the meaning of the Regulations

4.3 The Transferee Admission Body warrants and represents to the Administering Authority and to the Transferor Scheme Employers that every Eligible Employee is employed as defined in Clause 1.3 in connection with the Contract for the purposes of this Agreement

4.4 The Transferee Admission Body undertakes that it will promptly notify the Administering Authority and the Relevant Transferor Scheme Employer in writing if any Eligible Employee ceases to be such in consequence of failing to satisfy Sub-Clause 1.3.1 or Sub-Clause 1.3.2. and that employee shall cease to be eligible to be an active member of the Scheme

5. **PAYMENTS**

5.1 The Transferee Admission Body shall pay to the Administering Authority for credit to the Pension Fund all such contributions and payments as are due under the Regulations in respect of the Eligible Employees

- 5.2 The Transferee Admission Body shall pay to the Administering Authority for credit to the Pension Fund the employee and employer pension contributions together on a monthly basis in arrears. The payment must be paid to the Administering Authority no later than the date specified in regulations made under the Pensions Act 1995.
- 5.3 The Transferee Admission Body shall pay to the Administering Authority for credit to the Pension Fund any revised contributions due under Sub-Clause 7.2.2 and any further payment due on closure calculation within 30 days of receipt of a written request from the Administering Authority and upon payment in full of the sums due neither the Administering Authority nor the Transferor Scheme Employers shall have any further claim against the Transferee Admission Body under this Agreement.
- 5.4 Where the Transferee Admission Body certifies that:
- (a) an Eligible Employee who is retiring with entitlement to immediate benefits by reason of redundancy or in the interests of efficiency or
 - (b) an Eligible Employee is retiring voluntarily with the consent of the Transferee Admission Body with entitlement to immediate benefits or
 - (c) an Eligible Employee is retiring on the grounds of permanent ill-health or permanent infirmity of mind or body or
 - (d) the deferred benefit of an Eligible Employee is brought into payment with the consent of the Transferee Admission Body before age 60 or
 - (e) the deferred benefit of an Eligible Employee is brought into payment on the grounds of permanent ill health or permanent

infirmity of mind or body and immediate benefits are payable under the Regulations

the Transferee Admission Body shall pay to the Administering Authority for credit to the Pension Fund the sum notified to them in writing by the Administering Authority as representing the actuarial strain on the Pension Fund as certified by an actuary appointed by the Administering Authority of the immediate payment of benefits but only in the case of sub-sections (c) or (e) to the extent that the strain is not met through the Transferee Admission Body's employer contribution rate such sum to be paid within one month of retirement of the scheme member in question

- 5.5 Any financial penalty incurred by the Pension Fund arising from the failure of the Transferee Admission Body to comply with the terms of this Agreement shall be repaid to the Pension Fund by the Transferee Admission Body within 30 days of receiving a written request from the Administering Authority
- 5.6 If any sum payable under the Regulations or this Agreement by the Transferee Admission Body to the Administering Authority or to the Pension Fund remains unpaid at the end of one month after the date on which it becomes due under this Agreement or the Regulations the Administering Authority shall require the Transferee Admission Body to pay interest calculated in accordance with the Regulations on the amount remaining unpaid or in respect of sums under Clause 5.4 to pay interest calculated as One per cent above Bank base rate as defined in the Local Government Pension Scheme Regulations 1997 (Schedule I) as amended on the amount remaining unpaid

5.7 If any sum payable under the Regulations or this Agreement by the Transferee Admission Body to the Administering Authority or to the Pension Fund has not been paid by the date on which it becomes due under this Agreement or the Regulations the Transferor Scheme Employers hereby authorise the Administering Authority to instruct Shropshire County Council as the contracting authority on behalf of the Shropshire Waste Partnership to invoke clause 28.3B of the Contract to set off against any payments due to the Transferee Admission Body an amount equal to the sum due from the Transferee Admission Body under this Agreement or the Regulations (including any interest due in accordance with Clause 5.6) and to pay the sum offset under clause 28.3B of the Contract to the Administering Authority for credit to the Pension Fund by a date specified by the Administering Authority. Nothing in this clause shall affect the liability of the Transferor Scheme Employers to offset any payments due to be paid by them in respect of the Contract against the sums due from the Transferee Admission Body under this clause.

6. **TRANSFEREE ADMISSION BODY'S UNDERTAKINGS**

The Transferee Admission Body undertakes:-

- 6.1 to provide or procure to be provided such information relating to the Transferee Admission Body's participation in the Pension Fund and the Eligible Employee's participation in the Scheme as is reasonably required by the Administering Authority
- 6.2 to comply with the reasonable requests of the Administering Authority to enable it to comply with the requirements of the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 (SI 1996/1655) or any statutory re-enactment thereof

- 6.3 to adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and subject to Clause 6.4 in any employer's guide published by the Administering Authority and provided by the Administering Authority to the Transferee Admission Body
- 6.4 to formulate and publish within three months of the date referred to in Clause 2 a Statement concerning the Transferee Admission Body's policy on the exercise of its discretions under Regulation 31 and Part III of the Regulations and to keep such policies under review
- 6.5 to notify the Administering Authority and the Relevant Transferor Scheme Employers of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion
- 6.6 without prejudice to the requirements of the Regulations and any employer's guide published by the Administering Authority and provided to the Transferee Admission Body to notify the Administering Authority in writing of any material change in the terms and conditions of employment of any of the Eligible Employees which affect entitlement to benefits under the Regulations or the Scheme and of any termination of employment by virtue of redundancy or in the interests of efficiency or for any other reason such notification to be given within 30 days of such change or termination
- 6.7 that it shall not grant an additional period of membership to an Eligible Employee under Regulation 52 of the Regulations save to the extent that the appropriate sum is paid to the Administering Authority for credit to the Pension Fund before the expiry of the relevant period within the meaning of the Regulations

- 6.8 not to do any act omission or thing which would prejudice the status of the Scheme as a registered scheme within the meaning of Part 4 of the Finance Act 2004
- 6.9 to notify the Administering Authority and the Transferor Scheme Employers immediately of any matter which may affect or is likely to affect its participation in the Scheme and the Pension Fund and give immediate notice to the Administering Authority and the Transferor Scheme Employers of any actual or proposed change in its status which may give rise to a termination of this Agreement or the Contract including but not limited to take-over reconstruction or amalgamation liquidation or receivership and a change in the nature of its business or constitution

7. PERIODIC VALUATIONS

- 7.1 The Administering Authority may periodically obtain from an actuary a certificate specifying in the case of the Transferee Admission Body the percentage or amount by which in the actuary's opinion the contribution rate at the common rate or any prior individual adjustment within the meaning of the Regulations should be increased or reduced This is with a view to ensuring that, as far as is reasonably possible the value of assets of the Pension Fund in respect of Eligible Employees and former Eligible Employees under the Agreement is neither materially more or materially less than the anticipated liabilities of the Pension Fund in respect of the said Eligible Employees at the date the Contract or this Agreement is due to end
- 7.2 When this Agreement is terminated the Administering Authority must obtain:-

- 7.2.1 an actuarial valuation as at the termination date of this Agreement of the liabilities of the Pension Fund in respect of Eligible Employees and former Eligible Employees under this Agreement of the Transferee Admission Body and
- 7.2.2 a revision of any rates and adjustments certificate within the meaning of the Regulations showing the revised contributions due from the Transferee Admission Body or Transferor Scheme Employers

8. TERMINATION

- 8.1 Subject to Clauses 8.2 and 8.3 this Agreement shall terminate at the end of the notice period upon any of the parties hereto giving a minimum of three months notice to terminate this Agreement to the other parties to this Agreement
- 8.2 This Agreement shall automatically terminate on the earlier of the date of:-
 - 8.2.1 the expiry or earlier termination of the Contract or
 - 8.2.2 the date the Transferee Admission Body ceases to be an admission body for the purposes of the Regulations
- 8.3 This Agreement may be terminated with immediate effect by the Administering Authority by notice in writing to the Transferee Admission Body in the event of:-
 - 8.3.1 any breach by the Transferee Admission Body of any of its obligations under this Agreement PROVIDED THAT if the breach is capable of remedy the Administering Authority shall first afford to the Transferee Admission Body the opportunity of

remedying that breach within such reasonable period as the Administering Authority may specify

8.3.2 the insolvency winding up or liquidation of the Transferee Admission Body

8.3.3 the failure by the Transferee Admission Body to pay any sums due to the Administering Authority or to the Pension Fund within fourteen days of the periods specified in Clauses 5.2 5.4 and 5.5 or in any other case within 37 days of receipt of a notice from the Administering Authority requiring them to do so

8.3.4 the failure by the Transferee Admission Body to renew or adjust the level of a bond or indemnity in accordance with Clause 9.3 or 9.4

8.4 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in force and effect

9. **BOND OR INDEMNITY**

9.1 The level of risk exposure arising on the premature termination of the Contract has prior to the commencement date specified in Clause 2 been actuarially assessed to the satisfaction of the Administering Authority and the Transferor Scheme Employers as being the sum of Four Hundred and Seventy Thousand pounds sterling (£470,000)

9.2 The Transferee Admission Body warrants that it has or will have provided by the commencement date specified in Clause 2 a bond in an

approved form with Société Générale (a person, firm or body complying with Regulation 5A(7) of the Regulations) for the sum of Four Hundred and Seventy Thousand pounds sterling (£470,000) in respect of the risk exposure specified in Clause 9.1 and that the bond is in place

9.3 Where the bond under Clause 9.2 is not for the full period of the Contract the Transferee Admission Body shall renew the bond to meet the level of risk exposure which has, prior to the renewal of the bond been actuarially assessed to the satisfaction of the Administering Authority and the Transferor Scheme Employers The Transferee Admission Body shall as soon as practicable provide a copy of the renewed Bond to the Administering Authority and the Transferor Scheme Employers

9.4 The value of the Bond shall be reviewed by an actuary appointed by the Administering Authority at regular intervals of not less than 12 months and not more than 3 years from the commencement date specified in Clause 2 the cost of which shall be borne by the Transferee Admission Body to ensure that the value of the Bond still covers a level of risk exposure which has been actuarially assessed to the satisfaction of the Administering Authority and the Transferor Scheme Employers Where the Administering Authority notifies the Transferee Admission Body in writing that the Bond does not cover such a level of risk exposure the Transferee Admission Body shall procure that the Bond is renewed or increased to cover the level of risk exposure and shall as soon as practicable provide a copy of the renewed or increased Bond to the Administering Authority and the Transferor Scheme Employers

10.

NOTICES

ANY notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently served if delivered by hand or sent by prepaid first class post to the registered office of the Transferee Admission Body or the headquarters address of the Administering Authority or the Transferor Scheme Employers or the office of the Secretary of State (as the case may be) and shall be deemed to have been duly given or made:

- (i) if delivered by hand upon delivery at the address provided for in this Clause 10 unless such delivery occurs on a day which is not a Business Day or after 4.00 p.m. on a Business Day in which case it will be deemed to have been given at 9.00 a.m. on the next Business Day or
- (ii) if sent by prepaid first class post on the second Business Day after the date of posting

11. PUBLIC INSPECTION

THIS Agreement shall be made available for public inspection by the Administering Authority and by the Transferor Scheme Employers at their respective headquarters addresses

12. DISPUTES

ANY question which may arise between the parties to this Agreement relating to its construction or to the rights and obligations under the Agreement shall be referred in writing to the Secretary of State within the meaning of the Regulations for determination

13. APPLICABLE LAW

THIS Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

14. RIGHTS OF THIRD PARTIES

THE parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

15. **VARIATION**

THIS Agreement may be amended or modified in whole or in part at any time by an Agreement in writing executed in the same manner and by or on behalf of the parties

16. **FREEDOM OF INFORMATION**

16.1 THE Transferor Scheme Employers and the Transferee Admission Body acknowledge that the Administering Authority is subject to duties under the Freedom of Information Act 2000 ("the Act").

16.2 If the Transferor Scheme Employers and the Transferee Admission Body consider that any of the information supplied by them is either commercially sensitive or confidential in nature they shall notify the Administering Authority in writing of the sensitive or confidential information and specify the reasons for its sensitivity

16.3 The Transferor Scheme Employers and the Transferee Admission Body acknowledge that any lists or schedules so provided are of indicative value only and that the Administering Authority may nevertheless be obliged to disclose such confidential information if it determines that the public interest requires it

16.4 The Transferor Scheme Employers and the Transferee Admission Body shall at their own expense provide all necessary and reasonable assistance requested by the Administering Authority (within any time scale specified as reasonable by the Administering Authority) to enable the Administering Authority to respond to a request for information within the time for compliance as set out in section 10 of the Act

- 16.5 The Administering Authority will have regard to the relevant provisions of the Act in considering any Freedom of Information requests received and shall at its absolute discretion consider and apply any exemptions and decide what material may be disclosed in response to such a request.
- 16.6 The Administering Authority shall not in responding to such requests for information disclose any information which it considers is exempt subject to the Administering Authority being required to disclose such information by the Information Commissioner.
- 16.7 The Administering Authority shall in no event be liable for any loss damage harm or detriment howsoever caused arising from or in connection with the reasonable disclosure of information (including any exempt information) under and in accordance with the requirements of the Act in relation to this Agreement
- 16.8 The Administering Authority acknowledges that the Transferor Scheme Employers, as public bodies, are also subject to the Freedom of Information Act 2000 and it has reciprocal duties to co-operate with the Transferee Scheme Employers when responding to a request for information

I N W I T N E S S whereof the parties have executed this Agreement
as a Deed the day and year first before written

EXECUTED AS A DEED by)
affixing the COMMON SEAL)
of **SHROPSHIRE COUNTY**)
COUNCIL in the presence)
of:-)

Authorised Officer

EXECUTED AS A DEED by)
affixing the COMMON SEAL)
of **BRIDGNORTH DISTRICT**)
COUNCIL in the presence)
of:-)

Authorised Officer

EXECUTED AS A DEED by)
affixing the COMMON SEAL)
of **NORTH SHROPSHIRE**)
DISTRICT COUNCIL in the)
presence of:-)

Chairman

Chief Executive

EXECUTED AS A DEED by)
Affixing the COMMON SEAL)
of **OSWESTRY BOROUGH**)
COUNCIL in the presence)
of:-)

Mayor

Chief Executive

EXECUTED AS A DEED by)
affixing the COMMON SEAL)
of **VEOLIA ES SHROPSHIRE**)
LIMITED in the presence of:-)

Authorised Officer

Or: (if no seal is applied)
EXECUTED as a deed by **VEOLIA ES SHROPSHIRE LIMITED**
acting by two Directors or one Director and the Secretary

Director
..... (please also state name)

Director or Secretary
..... (please also state name)

Schedules 1A-C and 2A-C have been removed under Regulation 13 - Personal Information.

Schedule 27

CERTIFICATE ISSUED UNDER SECTION 3 OF THE LOCAL GOVERNMENT (CONTRACTS) ACT 1997 (the “Act”)

This certificate is given by Shropshire County Council (the “**Authority**”) as the contracting authority for and on behalf of itself, Bridgnorth District Council, North Shropshire District Council, Oswestry Borough Council and South Shropshire District Council as the members of the Shropshire Waste Partnership Joint Committee (the “**Committee**”). This certificate is given by the Authority under Section 3 of the Act in respect of a Project Agreement dated 28 September 2007 (the “**Contract**”) between the Authority and Veolia ES Shropshire Limited (the “**Provider**”).

1 Period of Contract - s3(2)(a) of the Act

The Contract shall take effect on the Effective Date (as defined in the Contract) and shall expire (subject to the provisions for early termination set out in the Contract) on the Expiry Date (as defined in the Contract).

2 Purpose of the Contract - s3(2)(b) of the Act

The purpose of the Contract is to provide an integrated waste management service for the county of Shropshire to include amongst other things the collection, recycling, treatment and disposal of waste.

3 Contract type - s3(2)(c) of the Act

The Contract falls within Section 4(3) of the Act.

4 Powers to enter into the Contract - s3(2)(d) of the Act

The Authority has power to enter into the Contract pursuant to Section 1(1) of the Act, Section 2 of the Local Government Act 2000, and Section 111 of the Local Government Act 1972.

5 Copies of certificate - s3(2)(e) of the Act

A copy of this certificate is to be given to each person to whom a copy is required to be given by the Local Authorities (Contracts) Regulations 1997 (as amended) (the “**Regulations**”) as follows:

- (a) pursuant to Regulation 3 of the Regulations, to the Provider; and
- (b) pursuant to Regulation 4 of the Regulations, to the auditor of the Authority.

6 Matters to be dealt with in the certificate - s3(2)(f) of the Act

Not applicable

7 **Compliance with Regulations - s3(2)(g) of the Act**

The Authority has complied or will comply with all requirements imposed by regulations with respect to the issue of certificates under Section 3(2) of the Act.

8 **Consent of the other parties to the Contract - s3(4) of the Act**

The Provider is the only other party to the Contract, and by clause 82.2 of the Contract the Provider has consented to the issue of this certificate.

Signed this day of September 2007

Claire Porter

Position: Monitoring Officer

Shropshire County Council

Shirehall

Abbey Foregate

Shrewsbury

SY2 6ND

Being duly authorised by the Authority and being a statutory chief officer within the meaning given to that expression in Section 2(6) of the Local Government and Housing Act 1989.

Copies to:

The Provider

The Authority's auditor

SCHEDULE 28 (TUPE PROTOCOL)

DRAFT

2007/08 PAY AWARD

- 1.1. Where 2007/08 pay awards to those employees identified in Part 1 to Schedule Schedule 12 as “Pay Award Pending” have not been determined before the Transfer Date.
- 1.2. For the avoidance of doubt the staff eligible for this pay award have been identified in Schedule 12 (Warranted Data part 1 TUPE) as Pay Award Pending and it is only to these employees does the paragraphs [] apply.
- 1.3. Payment of [Arrears in Pay]¹ (April 07 to Service Transfer Date) resultant from 2007/08 Pay Award
 - 1.3.1. The Authority will be responsible for the costs of the Arrears in Pay for the relevant employees incurred from April 07 to the Service Transfer Date
 - 1.3.2. The Provider shall provide the Authority any changes to the list of Transferred Employees.²
 - 1.3.3. The Authority will be responsible for calculating the arrears due to each Transferring Employee
 - 1.3.4. The Provider following instruction from the Authority will pay the arrears to the relevant Transferring Employees and the Provider will be reimbursed by a corresponding adjustment to the Unitary Charge or alternative agreed payment between the parties
- 1.4. Pay award from Service Transfer Date
 - 1.4.1. The provider will be required to take into account any pay award, post contract start, back dated to contract start
 - 1.4.2. For avoidance of doubt any costs require to be adjusted on account of this will be done in accordance with paragraph 2 of this Schedule

¹ How and where defined?

² Why is this clause needed?

DATED 200

SHROPSHIRE COUNTY COUNCIL (1)

and

VEOLIA ES SHROPSHIRE LIMITED (2)

and

[INDEPENDENT CERTIFIER] (3)

**APPOINTMENT of
INDEPENDENT CERTIFIER**
Draft Subject to IC potential qualifications
that may arise during the IC appointment
process

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THIS AGREEMENT is made on

BETWEEN

- (1) **SHROPSHIRE COUNTY COUNCIL** (the “**Authority**” which expression shall include its successors in title and permitted assigns and any party to whom this Appointment is novated);
- (2) **VEOLIA ES SHROPSHIRE LIMITED** (Company number []) whose registered office is at [] (the “**Provider**” which expressions shall include its successors in title and permitted assigns); and
- (3) [**INDEPENDENT CERTIFIER**] (Company number []) whose registered office is at [] (the “**Consultant**” which expressions shall include its successors in title and permitted assigns)

WHEREAS:

- (A) The Authority has entered into or proposes to enter into a contract (the “**Project Agreement**”) with the Provider for the design, construction, completion, financing and management of the Waste Treatment Facility (the “**Project**”).
- (B) The Project Company has entered into or proposes to enter into the Building Contract with [] (the “**Building Contractor**”) for the design, construction and completion of the Works.
- (C) The Authority and the Provider have jointly agreed to engage the Consultant as an Independent Certifier to perform the Services and to carry out the duties and obligations of the Independent Certifier described in the Project Agreement in accordance with this Appointment.

1 Definitions and interpretation

1.1 In this Appointment the following terms shall have the following meanings:

“**Additional Services**” means the services duties and responsibilities (if any) referred to in Appendix 1 Part II;

“**Appointment**” means this appointment, appendices and any addition or amendment hereto;

“**Basic Fee**” means the fee set out in Appendix 3 for the carrying out of the Basic Services as adjusted in accordance with Clause 16.6;

“**Basic Services**” means the services required of the Independent Contractor set out in Appendix 1 Part I and all such other services reasonably required by the Authority and the Provider which are reasonably incidental thereto;

“**Building Contract**” means the contract or contracts entered into by the Provider for the carrying out and completion of the Works;

“CDM Regulations” means the Construction (Design and Management) Regulations 2007;

“a Contractor” means any contractor appointed under the Building Contract by the Provider to execute all or any part of the Project;

“Professional Team” means those consultants other than the Consultant appointed to perform services in relation to the Project including (but not limited to) those consultants set out in Appendix 2;

“Scheme” means The Scheme for Construction Contracts (England and Wales) Regulations 1998 (No. 649);

“Services” means the Basic Services and the Additional Services;

“Sub-Contractor” means any person or body appointed by a Contractor to carry out works in relation to the Project;

“TeCSA Rules” means The Technology and Construction Solicitors’ Association Procedural Rules for Adjudication 2002 Edition v. 2.0;

“Third Party” means any party funding or providing finance for the Project and/or any party who is acquiring or has acquired a material interest or involvement in the whole or any part of the Project including (but without prejudice to the generality of the foregoing) the Provider;

“Third Party Agreements” means any agreement now or hereafter made between the Authority and/or the Provider and a Third Party which relates to the Project including (but without prejudice to the generality of the foregoing) any Building Contract, the Project Agreement and any funding agreement;

“Waste Treatment Facility” [has the meaning referred to in the Project Agreement];

“Works” means the design, construction and completion of the Project as defined in the Building Contract.

1.2 In this Appointment unless otherwise specified:

- (a) references to a “*person*” shall be construed so as to include any individual, firm, company, corporation or other body corporate, government, state or agency of a state, joint venture, association or partnership (whether or not having separate legal personality);
- (b) a reference to a statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (c) headings of clauses and sub-clauses are for convenience only and do not affect the interpretation of this Appointment;
- (d) words imparting the singular shall include the plural and vice versa and words imparting a gender include every gender;

- (e) the words and phrases “*other*”, “*including*” and “*in particular*” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

2 Appointment

- 2.1 The Authority and the Provider hereby appoint jointly and severally the Consultant and the Consultant hereby agrees to act as Independent Certifier and to provide the Services in connection with the Project upon the terms and conditions of this Appointment and the Consultant acknowledges that it owes a duty of care to each of the Authority and Project Company. For the avoidance of doubt and notwithstanding any other provision of this Appointment, the Authority will not be liable to the Consultant for any remuneration under this Appointment (including without limitation the Basic Fee, the Additional Fee, interest and/or costs).
- 2.2 Any services performed prior to the date of this Appointment by the Consultant for the Authority and the Provider in connection with the Project shall be treated as having been performed under the terms of this Appointment, which shall supersede any previous agreement between the parties with regard to the Project.

3 Basic Services

- 3.1 The Consultant shall provide perform and discharge the Basic Services.
- 3.2 The Consultant shall comply with all reasonable instructions given jointly in writing by the Authority and the Provider under or in connection with this Appointment. The Consultant acknowledges that the client comprises the Authority and the Provider and, save in the case of emergency, the only valid instructions, decisions and/or consents from the Authority and the Provider are those that are issued jointly by the Authority and the Provider unless the performance of such services will prejudice or might reasonably prejudice the exercise by the Consultant of its professional judgement under this Appointment.
- 3.3 The Consultant shall [*timescale to follow PA*] issue a certificate in the form appended at Appendix 4 in favour of the Provider and the Authority.

4 Additional Services

- 4.1 In addition to the Basic Services, the Consultant shall perform provide and discharge in relation to the Project such other services as the Authority and the Provider shall jointly reasonably require from time to time. Such additional services shall be subject to the fee rates set out within Schedule [] of this Appointment.

5 Duty of Care

- 5.1 The Consultant warrants to and undertakes with the Authority and the Provider that it has exercised, and will continue to exercise in the performance and discharge of the Services, all the reasonable skill care and diligence to be expected of a properly qualified and competent independent certifier experienced in the provision of like services to the Services for projects of an equivalent type, size, scope and complexity to the Project.

5.2 In performing the Services the Consultant shall:

- (a) carry out the Services promptly and diligently and in accordance with the programmes from time to time issued by or on behalf of the Authority and the Provider after consultation with the Consultant;
- (b) provide and/ or carry out all advice, surveys, reports, consents, comments, approvals, instructions and certificates required from the Consultant promptly and in good time so as not to delay or disrupt the progress of the Project;
- (c) comply with any Act of Parliament, any instrument, rule, order, consent or permission made under any Act of Parliament and any relevant regulation or by-law of any local authority or of any statutory undertaker or of any public or private utility or undertaking which has any jurisdiction with regard to the Project or with whose systems or property the Project is or will be connected;
- (d) allocate and at all times maintain adequate resources to enable the Consultant to comply with this Appointment;
- (e) notwithstanding any other provision of this Agreement, act independently;
- (f) make all necessary enquiries that should be made by a competent professional engaged in the provision of the Services (including without limitation enquiries regarding the requirements made known to it in outline by the Authority and/or the Provider in relation to the Services); and
- (g) notwithstanding any other provision of this Appointment, shall act independently, fairly, impartially and in good faith as between the Authority and the Provider and each of them and acknowledges and accepts that it owes a duty of care to each of them.

5.3 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Authority and/or the Provider shall operate to exclude or limit the Consultant's liability under this Appointment.

5.4 The Consultant hereby further acknowledges that it is aware of and has been provided with copies of the terms of the Project Agreement, Building Contract and [] and confirms it will perform its duties and Services so that no act, omission or default of the Consultant shall cause, constitute or contribute to a breach of the terms of those Agreements.

6 Investigations and Other Works

6.1 The Consultant warrants that where:

- (a) copies of any reports and/or findings produced as a result of any investigations carried out in respect of the Project; and/or
- (b) details of any preliminary works carried out in respect of the Project,

have been given to the Consultant by the Authority and/or the Provider the Consultant will have full regard to such reports, findings and preliminary works when carrying out the Services.

7 Statutory Approvals and the CDM Regulations

- 7.1 The Consultant (using the reasonable skill care and diligence required by Clause 5) shall perform the Services in such a manner as to review and certify that the Project is designed and constructed in full accordance with the terms of all relevant planning consents pursuant to the requirements of the Basic Services.
- 7.2 The Consultant warrants to the Authority and the Provider that it is fully aware of the provisions of the CDM Regulations and that it possesses the requisite degree of competence and level of resources to meet (and shall meet) the requirements of the said CDM Regulations and shall at all times use reasonable endeavours to ensure that the Authority and the Provider do not breach their obligations under the CDM Regulations.

8 Professional Indemnity Insurance

- 8.1 The Consultant warrants to the Authority and the Provider that it has, or will take out, and will maintain for a period expiring no earlier than twelve years from the date of practical completion of the Project with reputable insurers carrying on business in the United Kingdom professional indemnity insurance with a limit of indemnity of not less than the level set out in Appendix 2 for each and every claim or series of claims arising out of the same originating event provided always that such insurance is generally available in the market to the Consultant's profession at commercially reasonable rates.
- 8.2 The Consultant shall when required so to do supply to the Authority and the Provider satisfactory documentary evidence of such insurance and shall immediately inform the Authority and the Provider if the Consultant fails to renew such insurance or fails to renew such insurance at the level required by Clause 10.1.

9 Assignment/Novation

- 9.1 Each of the Authority (subject to the prior written consent of the Provider which shall not to be unreasonably withheld or delayed) and the Provider (subject to the prior written consent of the Authority which shall not be unreasonably withheld or delayed) shall be fully entitled (on up to two occasions for each party for each of the following events) to assign charge or otherwise transfer all or any of their rights and/or benefits arising under this Appointment to a Third Party without the consent of the Consultant.
- 9.2 The Authority and/or the Provider together may novate this Appointment to a party who shall accept responsibility for the payments becoming due to the Consultant hereunder and the Consultant shall accept the instructions of the party to whom this Appointment is novated to the exclusion of the Authority and the Provider and shall continue to perform and discharge the Services and shall at the Authority and Project Company's written request and upon receipt of the engrossment or engrossments enter into and execute a deed of novation in a form to be agreed between the parties.

- 9.3 The Consultant shall not assign charge or otherwise transfer all or any of its rights and/or benefits arising under this Appointment without the prior written consent of the Authority and the Provider.
- 9.4 The Consultant shall not nominate any specialist contractors, sub-contractors or suppliers or sub-let the whole or any part of the Services without the prior written consent of the Authority and the Provider which shall not unreasonably be withheld or delayed.
- 12.5 The Consultant agrees and declares that its obligations responsibilities and liabilities under this Appointment will not be modified released or in any way affected by the fact that the Consultant may delegate or may have delegated all or any part of the design and/or construction of the Works to a sub-consultant or sub-contractor.

10 Copyright and Confidentiality

- 10.1 All design rights and copyright in all technical information or other material provided to the Consultant in respect of the Project and all amendments and additions thereto and any works designs or inventions shall remain confidential in accordance with the requirements and obligations of the ERF Construction Contract.
- 10.2 All design rights and copyright in all technical information or other materials provided or to be provided by the Consultant in respect of the Project and all amendments and additions thereto (whether in existence or yet to be made) and any works designs or inventions of the Consultant incorporated or referred to therein (“the **Documents**”) shall remain vested in the Consultant but the Consultant hereby grants to the Authority and the Provider an irrevocable non-exclusive and royalty-free licence to use, reproduce and modify the Documents for all purposes relating to the Project including (without limitation) the construction completion reconstruction modification alteration maintenance reinstatement repair use letting sale promotion and advertisement thereof with the right without the consent of the Consultant to assign the licence or grant a sub-licence to any person whatsoever provided that the Consultant shall not be liable for any such use by the Authority and/or the Provider for any purposes other than that for which the same were provided by the Consultant.
- 10.3 Without prejudice to any of its obligations under this Appointment the Consultant shall upon the written request of the Authority and/or the Provider (but subject to reimbursement of the Consultant’s reasonable photocopying charges) provide to the Authority and/or the Provider copies of the Documents and such other information in relation to the Project as the Consultant can reasonably supply.
- 10.4 The Consultant shall treat all of the Documents and other materials relating to the Project whether produced by the Consultant or not with confidentiality save where the Consultant has obtained the express written consent of the Authority and the Provider to pass such information to a third party or where the information has passed into the public domain through no fault of the Consultant.
- 10.5 The Consultant will not without the Authority’s and the Provider’s prior written approval take or permit to be taken any photographs of the Project for use in any publicity or advertising or publish alone or in conjunction with any other person any articles photographs or other illustrations relating to the Project nor impart to any

publication journal or newspaper or any radio or television programme any information regarding the Project. The Consultant shall be entitled to take and keep records and photographs of the work in progress for its own use subject to the confidentiality requirements in clause 10.3.

- 10.6 The Consultant will keep confidential and not disclose to any person or use any confidential information or any technical operational administrative business information relating to the Authority and/or the Provider, the Project or otherwise without the Authority's and/or the Provider's prior written authority (depending on which party to which the information relates. For the avoidance of doubt, information relating to the Project will require both the Authority's and the Provider's prior written consent). This restriction shall continue to apply after the termination of this Appointment.

11 Termination/Suspension

- 11.1 The Authority and the Provider shall be entitled upon jointly giving the Consultant reasonable notice in writing of their intention to do so to terminate all or part of the Consultant's employment under this Appointment and the Consultant's employment under this Appointment shall terminate automatically on expiry of that notice.

(a) In addition the Authority and the Provider may by joint notice in writing immediately terminate this Appointment if the Consultant:

(i) is in breach of any material term of this Appointment which, in the case of a breach capable of remedy, shall not have been remedied by the Consultant within 21 days of receipt by the Consultant of the joint notice specifying the breach and requiring its remedy;

(ii) is subject to an order by the court to be wound up or a resolution for a voluntary winding up is passed, or any receiver or manager in respect of the Consultant is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge, or any voluntary arrangements is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 1995 in respect of the Consultant, an administration order is made or an administrator is appointed in respect of the Consultant.

- 11.2 The Authority and the Provider shall be entitled at any time by joint service in writing of reasonable notice to suspend all or any part or parts of the Services.

- 11.3 In the event of a suspension in accordance with the provisions of clause 11.2 for a period exceeding 12 months the Consultant may request in writing that the suspended Services be resumed and unless written instructions to resume are given jointly by the Authority and the Provider within 28 days of the Consultant's request the Consultant's employment in respect of the suspended Services shall be deemed to have been terminated upon the expiry of the said period of 28 days.

- 11.4 Any termination deemed termination or suspension of the Consultant's employment under this Appointment shall not determine the operation of clauses 8 and 10 above

which shall continue to apply but only insofar as they relate to duties falling due for performance prior to the date of termination/suspension.

- 11.5 In the event of the failure of the Provider to make any payment properly due to the Consultant under the provisions of this Appointment the Consultant may give the Authority and the Provider 30 days notice of its intention to determine the Appointment setting out full details of the sums which it considers are due to it (“the **Unpaid Fees**”). If the Unpaid Fees are not paid to the Consultant by the expiry of the 30 day notice period the Consultant may forthwith on the expiry of such notice period by notice in writing to the Authority and the Provider determine the Appointment. For the avoidance of doubt the Consultant confirms that it will not be entitled to determine its employment under this Appointment for the non-payment of its fees if the Provider has issued a notice to withhold payment in accordance with the provisions of clause 13.5 and/or if there is bona fide dispute as to whether or not the Unpaid Fees are payable and/or it has failed to give notice of its intention to do so to the Authority and the Provider.
- 11.6 Termination of the Consultant’s employment howsoever arising shall be without prejudice to the rights or remedies of any party in relation to any negligence omission or default of the other prior to such termination.
- 11.7 Upon any termination of the Appointment the Consultant shall, on receipt of payment of fees for services rendered up to the date of termination, deliver to the Authority and the Provider copies of all of the Documents (whether in the course of preparation or completed).

12 Co-operation and Authority

- 12.1 The Consultant shall not make any alteration to or omission from the design of the Project unless approved by the Authority and the Provider in writing nor except in an emergency, issue any instruction or give any approval or do any other thing which would or may materially increase the cost of the Project or affect the programme for the Project without first referring the matter to the Authority and the Provider with comments and obtaining the Authority’s and the Provider’s prior written approval thereto.
- 12.2 The Consultant has no authority to consent or agree to any waiver or release of any obligation of any Contractor Sub-Contractor or any of the Professional Team without the prior written approval of the Authority and the Provider.

13 Remuneration

- 13.1 The remuneration payable to the Consultant in respect of the performance of the Basic Services shall be the Basic Fee which shall be paid in instalments in accordance with the payment profile set out in Appendix 3 and the provisions of this clause 13.
- 13.2 The Basic Fee is inclusive of all reasonable expenses and disbursements the cost of professional indemnity insurance all travelling and subsistence and the preparation of all documents reasonably required by the Authority and the Provider from time to time for any purpose connected with the Project.

- 13.3 The Consultant must submit an application for each payment instalment (accompanied by a valid VAT invoice and such details as the Authority and the Provider may reasonably require) on the date that such application is due in accordance with the payment profile set out in Appendix 3 (“the **Due Date for Payment**”). The Project Company shall (subject to the provisions of clauses 15.4 and 15.5) pay each payment instalment which has become due for payment by the relevant final date for payment specified in the Payment Profile (“the **Final Date for Payment**”).
- 13.4 The Project Company shall, not later than 5 days after the Due Date for Payment give notice to the Consultant specifying the amount of the payment instalment it proposes to pay, to what that payment relates and the basis on which the amount is calculated.
- 13.5 If the Provider intends to withhold all or any part of a payment instalment from the Consultant it must, not later than 5 days before the Final Date for Payment, give notice to the Consultant to that effect which notice must specify:
- (a) the amount proposed to be withheld and the ground for withholding payment; and
 - (b) if there is more than one ground, each ground and the amount attributable to it.
- 13.6 The Project Company shall send a copy of each application for payment issued to it by the Consultant to the Authority for information purposes only.

14 Remuneration for Additional Services

- 14.1 The Consultant shall be entitled to a fair and reasonable fee ("**the Additional Fee**") in respect of any Additional Services which it may perform.
- 14.2 Any such Additional Fee and the payment profile for such fee shall be agreed in writing between the Authority and the Provider and the Consultant or where such agreement is made orally confirmed in writing by the Consultant to the Authority and the Provider, prior to the Consultant undertaking the relevant Additional Services and shall be paid in accordance with that profile and the provisions of clauses 13.3 - 13.5 (mutatis mutandis).
- 14.3 The Consultant shall maintain records of the time spent and the nature of the work involved in providing the Additional Services which records will be made available to the Authority and the Provider on reasonable request.
- 14.4 No fees for Additional Services will become due where and to the extent that such Additional Services arise for reasons attributable in whole or part to the Consultant's default, negligence, omission or breach of contract.

15 Remuneration upon Abandonment/Termination/Suspension

- 15.1 If for any reason the Authority and the Provider do not proceed with or abandon or curtail the Project or if the employment of the Consultant under this Appointment is terminated or suspended (or is deemed to have been terminated under the provisions of clause 11.3) before the Consultant becomes entitled to be paid the full fee herein provided for then in addition to fees and disbursements payable under any other

provision of this Appointment the Consultant shall be paid a fair and reasonable amount in respect of the Services properly performed or costs properly incurred prior to the date of termination or suspension (or deemed termination) for which but for this clause the Consultant would not receive any payment.

- 15.2 Save as aforesaid the Consultant shall not be entitled to any compensation for the termination or suspension of the Consultant's employment under this Appointment (including (but not limited to) compensation for loss of profits, loss of contracts or other similar losses) even if the Services or any parts thereof are completed by another consultant or contractor.

16 Interest on Late Payment

- 16.1 Without prejudice to any other right or remedy of the Consultant under this Appointment, if the Provider fails to make any payment properly due under this Appointment by the final date for payment in the absence of a notice to withhold payment then the Consultant may claim interest on the unpaid amount at the rate of five percent cent (5%) per annum above the then current base rate of the Bank of England from the final date for payment until payment is received in full by the Consultant.

17 Personnel

- 17.1 The Consultant shall ensure so far as is reasonable and practicable that the person named as the key person in Appendix 2 shall assume personal direction and control of the Services provided by the Consultant and that he maintains direct and regular contact with the Authority and the Provider on all matters pertaining to the Consultant's responsibilities hereunder. In the event that he is unable to assume or continue to provide such personal direction and control the Consultant shall consult with the Authority and the Provider and procure that such other member of the Consultant's staff (with at least the same experience and expertise as the outgoing key person) as shall be approved by the Authority and the Provider (such approval not to be unreasonably withheld or delayed) shall assume such personal direction and control.
- 17.2 The Authority and the Provider shall be entitled to require the key person and any other persons employed by the Consultant to be replaced if in the reasonable opinion of the Authority and the Provider that person's performance or conduct is unsatisfactory. Such person shall be replaced with a person of at least the same experience and expertise who shall previously have been approved by the Authority and the Provider (such approval not to be unreasonably withheld or delayed).

18 Programme Requirements

- 18.1 The Consultant in performing the Services shall use all reasonable endeavours to comply with all or any programme and completion dates which are notified to it and subject to the Consultant promptly making known to the Authority and the Provider any reasonable objections to such dates, the Consultant shall proceed with the performance of the Services regularly and diligently to comply with or attain (so far as is reasonably practicable) such dates and so as not to delay or disrupt the performance of any members of the Professional Team, the Contractor or any

specialist sub-contractor, or the regular progress of the Project as a whole.

19 Obligations of the Authority and Provider

- 19.1 The Authority and the Provider shall supply to the Consultant, without charge and in such time so as not to delay or disrupt the performance by the Consultant of the Services, all necessary and relevant data and information in the possession of the Authority and the Provider and their servants or agents.
- 19.2 The Authority and the Provider shall give such assistance as shall reasonably be required by the Consultant in the performance of the Services and shall give a timely response to enable the Consultant to comply with its obligations and duties under the Appointment.

20 Other Agreements

- 20.1 The Consultant shall be supplied with copies of any Third Party Agreements (or such parts of the same as shall be relevant to the provision of the Services) and subject to the Consultant receiving copies of such Third Party Agreements (or of such parts of the same as shall be relevant) the Consultant shall exercise reasonable skill care and diligence to perform and discharge the Services so far as to comply with and so as not by any action or omission to cause or contribute towards a breach of the duties and obligations of the Authority and the Provider under such Third Party Agreements provided that the obligations imposed by such Third Party Agreements do not conflict with the performance of the Services by the Consultant under this Appointment. If any Third Party Agreements (or relevant parts of the same) are provided to the Consultant after the date hereof the Consultant shall (subject to the Consultant having a reasonable opportunity to review such agreements or relevant parts thereof) so perform and discharge the Services so far as to comply with and so as not by any action or omission to cause or contribute towards a breach of the duties and obligations of the Authority and the Provider under such Third Party Agreements.

21 Conflicts of Interest

- 21.1 The Consultant shall use all reasonable endeavours to avoid any conflict of interest detrimental to the Project. If such conflict of interest shall arise the Consultant shall immediately notify the Authority and the Provider thereof.

22 Notices

- 22.1 Any notice provided for in this Appointment shall be duly given if delivered by hand or sent by pre-paid first class registered post or recorded delivery to the party named therein at the address of such party shown above in this Appointment or at such other address as such party may specify from time to time by written notice to the other party and if sent by pre-paid first class registered post or recorded delivery shall be deemed to have been received on the second working day after the date of posting.

23 Adjudication

- 23.1 The provisions of the Scheme (as amended by this clause 25) and rules 1-2, 13-32 and 34-38 of the TeCSA Rules shall apply to this Appointment.

23.2 The specified nominating body named in Appendix 2 shall be the body responsible for selecting a person to act as an adjudicator.

23.3 The Scheme shall be amended as follows:

- (a) the words “*and the specified nominating body*” shall be added after the word “*contract*” at the end of paragraph 1(2) and that paragraph shall be read accordingly.

24 Litigation

24.1 This Appointment and any dispute or claim arising out of, relating to or in connection with it is governed by, and construed in accordance with, the laws of England. All disputes or claims arising out of, relating to or in connection with this Appointment shall be subject to the jurisdiction of the English courts to which the parties irrevocably submit.

24.2 The Courts shall, without prejudice to the generality of their powers, have power to direct such measurements and/or valuations as may, in their opinion, be desirable in order to determine the rights of the parties and to ascertain and award any such sum which ought to have been the subject of or included in any certificate or payment and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to it in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

25 Limitation

25.1 No actions or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of practical completion of the Project.

26 Contracts (Rights of Third Parties) Act 1999

26.1 Notwithstanding any other provision of this Appointment nothing in this Appointment confers or purports to confer any right to enforce any of its terms on any person who is not a party to it where that right would not exist but for the Contracts (Rights of Third Parties) Act 1999.

27 Entire Appointment

27.1 This Appointment sets out the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understanding or arrangements relating to the subject matter of this Appointment. None of the parties shall be entitled to rely on anything which is not stated in this Appointment; or which cannot be implied as being reasonably required to give it business efficacy and is not otherwise consistent herewith.

27.2 This Appointment shall not be amended modified varied or supplemented except in writing or by duly authorised representatives of the Consultant, the Authority and the Contractor.

- 27.3 No failure or delay on the part of either party to exercise any right or remedy under this Appointment shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy be so construed or operate.
- 27.4 The rights and remedies provided in this Appointment are cumulative and are not exclusive of any rights and remedies provided at common law.

IN WITNESS whereof this deed has been executed by or on behalf of the parties and delivered the day and year first above written.

APPENDIX 1

Part I

BASIC SERVICES

The Services specified in Schedule 6 to the Project Agreement (Tests on Completion)

Part II

ADDITIONAL SERVICES

APPENDIX 2

EXPLANATORY DETAILS

Appendix 2

Explanatory Details

Professional Team :

Level of Professional Indemnity Insurance : [Ten million pounds (£10,000,000.00)] [for each and every claim]

Key person :

Specified Nominating Body :

APPENDIX 3

BASIC FEE AND PAYMENT PROFILE

APPENDIX 4

CERTIFICATE

Certificate of [Phase] [Final] Completion

To : []

From : []

Date : []

As provided for in the appointment made between [AUTHORITY/ SPV] and [INDEPENDENT MONITOR] dated [] (the "Appointment") for the provision of certain services (the Services") and the Project Agreement (as referred to therein) ("the Project Agreement") and having exercised the degree of skill care and diligence as required pursuant to the Appointment in the performance of the Services we hereby certify as follows:

- 1 in accordance with the Appointment we have carried out the monitoring and inspection of the design and construction of the [whole] [relevant Phase] of the Project;
- 2 all requirements for the issuing of this Certificate of [Phase] [Final] Completion contained in the Project Agreement and the Appointment have been satisfied;
- 3 without prejudice to the generality of the foregoing the [whole] [relevant Phase] of the Project has achieved the [Handover Condition Requirements] (other than in respect of certain Snagging Matters (as defined in the Project Agreement) ("Relevant Snagging Matters");
- 4 the Relevant Snagging Matters have been agreed and/ or notified in accordance with clause [] of the Project Agreement.

Signed by Director/ partner of [] for and on behalf of [] (in either case having full and unrevoked authority to do so).

EXECUTED AS A DEED by

[AUTHORITY/SPV]

acting by (or, where the Common Seal of

[AUTHORITY/SPV]

was hereunto affixed, in the

presence of):

Director
Signature

.....
Name

Director/Secretary
Signature

.....
Name

EXECUTED AS A DEED by

[INDEPENDENT MONITOR] acting by

(or, where the Common Seal of

[INDEPENDENT MONITOR] was hereunto

affixed, in the presence of):

Director
Signature

.....
Name

Director/Secretary
Signature

.....
Name

Schedule 32 - Reporting Requirements

1. GENERAL

- 1.1. The Provider shall maintain records and report to the Authority in accordance with this Schedule 32 (Reporting Requirements).
- 1.2. The Provider shall install, implement and operate management information systems and equipment to the reasonable satisfaction of the Authority throughout the Contract Period, to ensure that the Authority is charged for and pay only for such amounts as is obliged to under the terms of the Contract. Such systems and equipment shall provide an auditable trail for each load of Contract Waste through each stage of the process, from receipt to final processing or disposal.
- 1.3. The Provider shall supply details in its Service Delivery Plan of the computerised recording and electronic transfer of data. The system shall be capable of being updated by the Provider on a continuous basis, and shall be capable of being interrogated remotely at any time by the Authority's Representative and other users on agreement between the Parties.
- 1.4. The Provider shall ensure that records are sufficient to provide all the information required to make due payments under the Contract, compare the Provider's performance against the KPIs, assist the Authority in monitoring the and ensure that the Authority can comply with its Waste data reporting obligations, for example, as required for input into the Waste Data Flow reporting mechanism for the Best Value duty and CIPFA.
- 1.5. In accordance with Clause 26.1 (Provider Monitoring), the Provider shall be responsible for monitoring its own performance under the Contract and shall notify the Authority of any failure to comply with KPIs or any Unavailability in accordance with Schedule 7(b) (Performance and Unavailability Framework).
- 1.6. The Provider shall permit the Authority to have access to its records and such other information and assistance as the Authority may reasonably require to enable the Authority to verify compliance with the financial terms, performance requirements and other express provisions of this Contract. In accordance with Clause 77 (Provider's Records), the Contractor shall be required to preserve all records of Waste and financial transactions for at least 7 years after the end of the Contract Year in which such transaction was made.
- 1.7. In accordance with clause 77.2 (Books of Account) the Provider shall permit the Authority to have access to its books of account and in accordance with clause 77.3 (Maintenance of Records) the Provider shall permit the Authority to have access to its health, safety, security and maintenance records and, if so required, give such information under clause 77.2 (Books of Account) and clause 77.3 (Maintenance of Records) and other assistance to the Authority to enable the Authority to verify compliance with the financial terms, performance requirements and other express provisions of this Contract. In accordance with clause 77 (Provider's Records) the Contractor shall be required to preserve all records of Waste and financial transactions for at least 7 years after the end of the Contract Year in which such transaction was made.
- 1.8. In accordance with the provisions of clause 33, the Provider shall provide:
 - a. A report and accompanying invoice in respect of the Monthly Unitary Charge for each Payment Period submitted five (5) Business Days before the end of each Payment Period;

Schedule 32 - Reporting Requirements

- b. A report and accompanying invoice in respect of the Annual Reconciliation Payment for each Contract Year, submitted within 30 Business Days of the end of each Contract Year.
- 1.9. Failure to provide such reports within the timescales described under KPI 2a and KPI 2b, may result in Performance Deductions under Schedule 7b (Performance and Unavailability Framework).

Weighbridge Records

- 1.10. All Contract Waste and Non Contract Waste, received at the Waste Management Facilities shall be weighed, or procured to be weighed, by the Provider or the Waste Management Facility operator by means of weighbridges.
- 1.11. The Provider shall weigh in and weigh out individual loads of these Wastes to obtain a net weight. The Provider will not receive any payment for the processing of any Waste not weighed in accordance with this Schedule 32 (Reporting Requirements).
- 1.12. Data to be recorded for each transaction shall comprise:
- a. date;
 - b. origin – District (name) or HRC (name) or Other;
 - c. transaction number which shall be sequential for this Contract;
 - d. site name;
 - e. waste description;
 - f. waste code;
 - g. time weighed on;
 - h. registration;
 - i. driver's name (to allow for surname and clock number format);
 - j. transfer Note No. (where issued);
 - k. gross weight;
 - l. vehicle type;
 - m. net weight;
 - n. tare Weight;
 - o. time weighed off.
- 1.13. The Provider shall use an automated, computerised system for identifying Authorised Vehicles and containers to optimise speed of access for vehicles at each Delivery Point (excluding Delivery Points operated by third parties). Only Authorised Vehicles shall be entered on to the weighbridge system by the Provider. The Authority will issue each vehicle with a bar code or equivalent unique identifier, which shall be compatible with the Provider's system.

Schedule 32 - Reporting Requirements

- 1.14. In the event of a breakdown of any weighbridge installation, the Provider shall ensure that a valid and auditable manual recording system is immediately instigated and maintained until the weighbridge resumes normal operation in accordance with the Service Delivery Plan. In operating the weighbridge installations the Contractor shall comply with all relevant Legislation, including the Duty of Care Code of Practice March 1996 issued under Section 34 of the EPA.
- 1.15. The Provider shall ensure that the weighbridge system issues weighbridge tickets generated from secure computerised records and the system shall have been authorised by an inspector as fit for use in accordance with Section 11 of the Weights and Measures Act 1985. The Contractor shall ensure that weighbridges at all Delivery Points are at all times appropriately calibrated and tested and shall ensure that the same are independently certified at least annually.
- 1.16. The Contractor shall provide summaries of weighbridge data in accordance with the requirements of this Schedule 32 (Reporting Requirements) and retain all weighbridge data for seven (7) years for inspection by the Authority's Representative.

Schedule 32 - Reporting Requirements

2. MONTHLY REPORTS

- 2.1. Each Monthly Report shall be provided to the Authority electronically in the form described in this Schedule 32 (Reporting Requirements). A hard copy shall be made available to the Authority on request.
- 2.2. Five (5) Business Days before the end of each Payment Period, the Contractor shall deliver or shall procure that there is delivered to the Authority a Monthly Unitary Charge Report and accompanying invoice for the Payment Period prepared in accordance with clause 33.2 (Report and Invoice - Monthly Unitary Charge).
- 2.3. Within fifteen (15) Business Days of the end of each Payment Period, the Contractor shall deliver to the Authority a Monthly Report which relates to the preceding Payment Period. Each Monthly Report shall comprise:
 - a. a monthly Waste Data Report;
 - b. a monthly Performance and Unavailability Monitoring Report; and
 - c. a monthly Operational Report.
- 2.4. Five (5) Business Days before the end of each Payment Period, the Contractor shall deliver or shall procure that there is delivered to the Authority a Monthly Unitary Charge Report and accompanying invoice for the Payment Period prepared in accordance with clause 33.2 (Report and Invoice- Monthly Unitary Charge).
- 2.5. Each Monthly Report shall be provided to the Authority electronically in the form described in this Schedule 32 (Reporting Requirements). A hard copy shall be made available to the Authority on request.

Waste Data Report

- 2.6. The monthly Waste Data Report shall include the following information in respect of the Payment Period to which the report relates and in respect of the Contract Year to date as set out in paragraph 2.4:
 - 2.6.1. Separate records of the tonnages of Contract Waste accepted by the Provider, broken down by material, including:
 - a. the Tonnage of Contract Waste collected by the Provider from Households;
 - b. the Tonnage of Contract Waste delivered to and segregated at HRCs (broken down by HRC Site);
 - c. the Tonnage of Clinical Waste collected by the Provider or delivered to HRCs, broken down by its provenance;
 - d. the Tonnage of Hazardous Waste collected by the Provider or delivered to HRCs, broken down by its provenance;
 - e. the Tonnage of Residual Waste delivered to the Provider by SABC;
 - f. the Tonnage of Compostable Waste delivered to the Provider by SABC;
 - g. the Tonnage of Recyclable Materials delivered to the Provider by SABC; and;

Schedule 32 - Reporting Requirements

- h. the Tonnage of Street Cleansing Waste delivered to the Provider by the Districts.
 - i. the Tonnage of Non Contract Waste delivered to the Provider by the Non Contract Waste Customers
- 2.6.2. Separate records of the tonnages of Waste Recycled, Composted and diverted from Landfill and/or Landfilled by the Provider including:
 - a. the Tonnage of Contract Waste which is Recycled;
 - b. the Tonnage of Contract Waste which is Composted;
 - c. the Tonnage of Contract Waste which is, in the period up to the WTF Operations Commencement Date, treated in accordance with Schedule 33 (Off-Take Contract);
 - d. the Tonnage of Contract Waste which is, in the period after the WTF Operations Commencement Date, treated at the WTF;
 - e. the Tonnage of Contract Waste which is Landfilled, broken down by material type;
 - f. the Tonnage of Non Contract Waste which is Landfilled; and
 - g. the Contract Diversion Rate achieved.
- 2.6.3. Separate records of the percentage of BWM content of the Waste managed by the Provider, including:
 - a. the BWM content (measured as a percentage) of the Recyclable Materials delivered to the Provider by SABC;
 - b. the BMW content (measured as a percentage) of the Residual Waste (calculated in accordance with the MBEAM Methodology);
 - c. the BMW content (measured as a percentage) of Clinical Waste collected by the Provider or delivered to the HRCs;
 - d. the BMW content (measured as a percentage) of Hazardous Waste collected by the Provider or delivered to the HRCs;
 - e. the total BMW Diversion Rate achieved, and;
 - f. separate records to enable compliance with Clause 36 (Best Value).
- 2.6.4. Separate records of Waste that is Handled as Ancillary Services collected by the Provider or delivered to the HRCs and rates agreed by the Authority.
- 2.6.5. Separate records of Non Contract Waste Handled by the Provider at the Sites.
- 2.6.6. Copies of the Provider's regular returns to the Environment Agency and other statutory bodies regarding the Waste Management Facility and Landfill operations and to HM Customs and Excise regarding landfill tax and other environmental taxes.
- 2.6.7. Any other information reasonably requested by the Authority.

Schedule 32 - Reporting Requirements

- 2.6.8. Copies of inspection reports from the Environment Agency for all Waste Management Facilities.
- 2.7. Waste records kept pursuant to this Schedule 32 (Reporting Requirements) may be used to comply with the provisions of any Waste Management Licence, Pollution Prevention and Control Permit and Environment Agency authorisation. The Provider shall keep any additional records that might reasonably be requested by the Environment Agency or other statutory body.
- 2.8. The Provider shall be required to preserve all records of Waste transactions for at least 7 years after the end of each Contract Year in which such transaction was made.

Performance and Unavailability Monitoring Reports

- 2.9. Each monthly Performance Monitoring Report shall include complete, accurate and contemporary records of the Availability of the Services and performance against each of the KPIs for the Payment Period to which the Performance Monitoring Report relates.
- 2.10. All Unavailability Events and Performance Failures shall be reported in accordance with Schedule 7(b) (Performance and Unavailability Framework).
- 2.11. Each Monthly Performance Monitoring Report shall comprise:

Unavailability

- 2.11.1. In respect of each Unavailability Event:
- a. the time and date the Unavailability Event first came to the attention of the Provider or any relevant sub-contractor;
 - b. in respect of Unavailability of a Project Facility, the time and date at which action was initiated to make the Project Facility Available;
 - c. in respect of Unavailability of a Project Facility, the time and date at which the Project Facility became Available following such an Unavailability Event;
- 2.11.2. in respect of each Payment Period, the Unavailability Deduction due to Unavailability calculated for each of the Services to which Unavailability Deductions may be applied in accordance with Schedule 7(b) (Performance and Unavailability Framework);
- 2.11.3. in respect of each Payment Period, the total Unavailability Deduction due to Unavailability calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework); and;
- 2.11.4. in respect of each Payment Period, the total Unavailability Deduction in aggregate for the Contract Year to date calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework).

Performance Failure

- 2.11.5. In respect of each Performance Failure;
- a. whether the Performance Failure was monitored by the Provider or brought to the attention of the Provider by the Authority;

Schedule 32 - Reporting Requirements

- b. whether the Performance Failure was a Repeated Failure;
 - c. an explanation as to why the Performance Failure occurred;
 - d. the time and date at which action was initiated to effect Rectification of the Performance Failure;
 - e. the actions undertaken to rectify the Performance Failure and the outcome of those actions; and;
 - f. the time and date at which Rectification had been effected.
- 2.11.6. In respect to each Payment Period, the total monthly Performance Failure Points allocated for each Performance Failure calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework).
- 2.11.7. In respect of each Payment Period, the total monthly Performance Failure Points allocation calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework).
- 2.11.8. In respect of each Payment Period, the total Performance Failure Points allocation in aggregate for the Contract Year to date calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework).

Operational Report

- 2.12. Each Monthly Operational Report shall include information on the operation of the Services in respect of the Payment Period to which the report relates and, where appropriate, in respect of the Contract Year to date. Such information shall include:
- a. health, safety and welfare incidents and reports;
 - b. incidences of Quality Assurance non-compliances;
 - c. incidences of Environmental Management System non-compliances, and;
 - d. incidences of plant, vehicle and equipment failures and other issues effecting the provision of the Services in accordance with the Service Delivery Plan.
- 2.13. For each of the incidents above, the following information should be provided:
- a. whether it was in breach of any regulatory requirement;
 - b. the time and date the incident first came to the attention of the Provider or any relevant sub-contractor;
 - c. the location of the incident;
 - d. the time and date at which action was initiated to remedy the incident.
 - e. the time and date at which the incident was remedied, and;

Schedule 32 - Reporting Requirements

- f. whether the incident resulted in a Performance Failure or Unavailability Event, and where this is the case appropriate reference to the Performance and Unavailability Monitoring Reports.
- 2.14. Until such time as a Satisfactory Planning Permission is obtained in respect of the WTF, the Provider shall include within the Monthly Operational Report a section on planning which shall set out:
 - a. progress against the Works Development Programme for obtaining Planning Permission;
 - b. the activities undertaken during the preceding Payment Period with regards to obtaining Planning Permission;
 - c. the activities to be undertaken during the subsequent Payment Period, and;
 - d. any significant issues arising which the Provider believes should be brought to the attention of the Authority.
- 2.15. Until the WTF Operations Commencement Date, the Provider shall include within the Operation Report a Waste Flow Forecast pursuant to the requirements of paragraph 4.2 of Schedule 33 (Off-Take Contract Protocol).

Schedule 32 - Reporting Requirements

3. **ANNUAL REPORTS**

- 3.1. Within thirty (30) Business Days of the end of the previous Contract Year (the Annual Reports Date), the Provider shall deliver or shall procure that there is delivered to the Authority the Annual Reports for the Payment Period as one (1) hard copy and one (1) electronic copy, comprising:
- a. An Annual Reconciliation Report and accompanying invoice prepared in accordance with clause 33.2 (Report and Invoice – Annual Reconciliation Payment).
 - b. An Annual Services Performance and Improvement Plan.
 - c. A Corporate Responsibility Report.
- 3.2. Each report shall be provided in the form described in this Schedule 32 (Reporting Requirements).

Annual Reconciliation Report

- 3.3. The Annual Reconciliation Report shall include the following:
- a. A statement reconciling the monthly tonnage of waste under which payments have been made during the preceding Contract Year to the actual tonnages as reported in accordance with paragraph 2.11 of this Schedule 32 (Reporting Requirements).
 - b. Details of those elements of the Annual Reconciliation Payment which fall to be made in accordance with Schedule 7a (Payment Mechanism),
 - c. A statement setting out the Provider's proposed change to the Unadjusted Monthly Unitary Charge and Landfill Payment for the following Contract Year as set out under the rebasing provisions included within Schedule 7a (Payment Mechanism)

Annual Services Performance and Improvement Plan

- 3.4. Pursuant to clause 36.3 of this Contract, each Annual Services Performance and Improvement Plan shall review the Services over the previous Contract Year and describe the measures and improvements which the Provider intends to implement during the forthcoming year. Each Annual Services Performance and Improvement Plan shall be accompanied by an updated Service Delivery Plan (which shall take into account any planned service improvements) and shall include a performance review and an improvement plan as set out below.

Performance Review

- 3.5. A review of the performance and delivery of the Services during the preceding Contract Year.
- 3.6. Sufficient data reasonably required to allow for the calculation of nationally specified Best Value Performance Indicators.
- 3.7. A summary of payments made by the Authority to the Provider over the Contract Year.
- 3.8. A copy of statutory annual audited management accounts-of the Provider.

Schedule 32 - Reporting Requirements

- 3.9. Annual summaries of Unavailability Events and Performance Failures in accordance with Schedule 7(b) (Performance and Unavailability Framework), as set out below:
- a. a total annual Performance Failure Points allocated for each KPI Performance Failure calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework). The total annual Performance Failure Points allocation shall take into account the KPIs administered on an annual basis. For clarity, for each KPI, the total number of Performance Failure Points allocated during the preceding Contract Year;
 - b. a total annual Performance Failure Points allocation calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework). The total annual Performance Failure Points allocation shall take into account the KPIs administered on an annual basis. For clarity, the sum of all Performance Failure Points allocated during the preceding Contract Year;
 - c. the annual Unavailability Deduction due to Unavailability for each of the Services to which Unavailability Deductions may be applied in accordance with Schedule 7(b) (Performance and Unavailability Framework), and;
 - d. the total annual Unavailability Deduction due to Unavailability calculated in accordance with Schedule 7(b) (Performance and Unavailability Framework);
- 3.10. For any Landfills for the disposal of Waste under the Contract the current rate of infill of void space, remaining void space, remaining engineered capacity and projected remaining life.

Improvement Plan

- 3.11. The Provider's proposals for changing the provision, performance and delivery of the Service to ensure it will be more efficient, effective and economic having regard to the performance review as detailed above.
- 3.12. The Provider's proposals for measuring the improvement to the Services by means of appropriate performance indicators.
- 3.13. Any proposals for improvements to the Services accepted by the Authority pursuant to paragraph 1.5.3 of Schedule 2 (Specification) shall be included in an update to the Service Delivery Plan provided with the Annual Service Performance and Improvement Plan.

Corporate Responsibility Report

- 3.14. The Provider shall provide a Corporate Responsibility Report in the format set out in the Service Delivery Plan which shall be broadly consistent with the Veolia Environnement Sustainable Development Report prepared by Veolia Environmental Services Plc.

DATED 29th September 2007


SHROPSHIRE COUNTY COUNCIL (1)

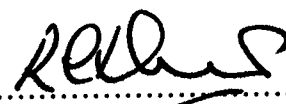
and

VEOLIA ES SHROPSHIRE LIMITED (2)

PROJECT AGREEMENT

**SCHEDULE 38
(Disclosed Historic Contamination)**

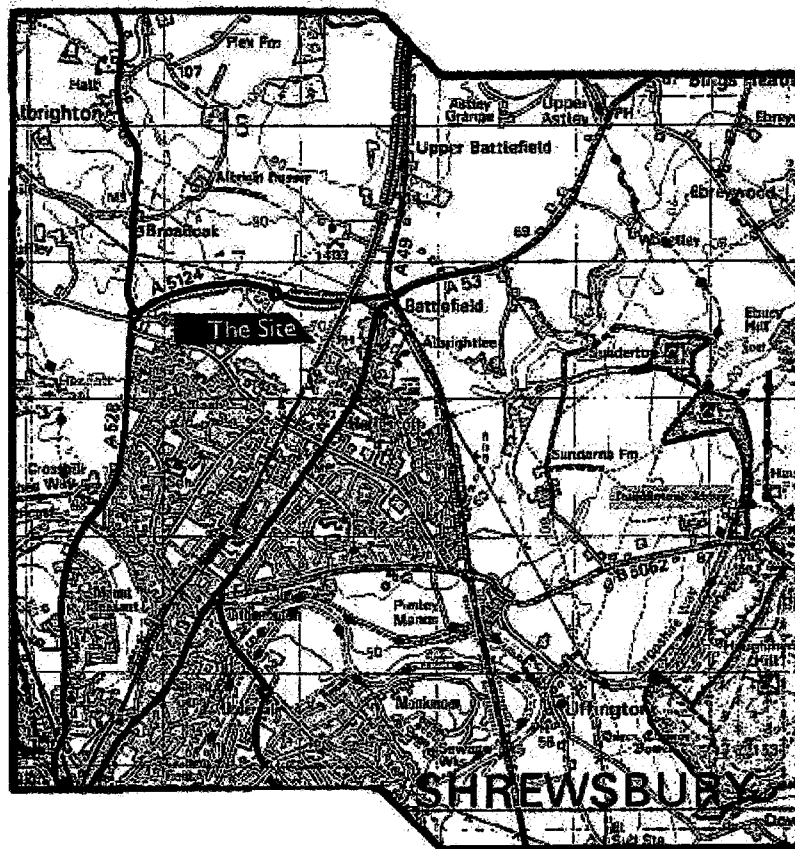

.....
Signed for and on behalf of
Shropshire County Council


.....
Signed for and on behalf of
Veolia ES Shropshire Limited

BATTLEFIELD

**Ground Investigation
at
SHREWSBURY BATTLEFIELD IWMF
for
Shropshire County Council**

**Factual and
Interpretative Report**



**Engineer
Enviros Consulting Limited**

**Project No : PC030642
December 2003**

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1.0 INTRODUCTION

A geotechnical and geoenvironmental investigation was undertaken by Geotechnics Ltd at the site of a proposed integrated waste management facility at Battlefield on the northern outskirts of Shrewsbury, Shropshire. The investigation was carried out to the instructions of Enviros Consulting Limited on behalf of the Client, Shropshire County Council. This report describes the work undertaken and presents the data obtained together with an evaluation of their significance in relation to the proposed works.

2.0 OBJECT AND SCOPE OF THE INVESTIGATION

The object of the investigation was to obtain information on ground and groundwater conditions relating to the design of the proposed works within the limitations posed by exploratory hole numbers, locations, depths, methods adopted and the scope of approved insitu and laboratory testing. The Engineer's Brief for the project is included in Appendix 1. A geotechnical interpretation and evaluation of the data obtained was also commissioned. The geoenvironmental interpretation is to be carried out by Enviros Consulting Limited.

3.0 PRESENTATION

A description of the site and a summary of the procedures followed during the investigation process are presented in Sections 4 to 6. The factual data so obtained are presented in Appendices 2 to 12 of this report.

An interpretation of the data obtained is presented in Section 8 and an evaluation of its significance in relation to proposals available at the time of preparation of this report in Section 9.

In addition, data in electronic format in accordance with "The Electronic Transfer of Geotechnical Data from Ground Investigations" (Second Edition) published by the AGS (the AGS Format) are presented separately on disk.

Attention is drawn to the General Notes and Investigation Procedures presented in Appendix 13 to aid an understanding of the procedures followed and the context in which the report should be read.

4.0 THE SITE

4.1 Location

The site is located approximately 4km north east of Shrewsbury town centre and 700m south west of the Battlefield roundabout at the junction of the A49 and A53. The site lies west of the Shrewsbury to Wem railway and south of a small stream. The approximate Ordnance Survey National Grid Reference for the centre of the site is SJ 510 164 and an extract from the relevant 1:50,000 Scale O.S. Map (Sheet No.126) is included as Appendix 2.

4.2 Description

The site is accessed from a rough track through a field off the A49, the track crosses a small brook dividing two fields, the site is located in the southern field area.

The site covers a rectangular area approximately 150m by 200m, comprising rough pasture land that generally slopes down to the north, with the southern boundary being approximately 4m higher than the northern most limits. The site is bounded to the south and east by industrial and farming buildings and to the north and west by open fields. The northern boundary is denoted by the brook, at the base of the slope. The site is divided in two by a hedge boundary that runs approximately north-south across the fields.

5.0 PROCEDURE

5.1 Commissioning

The work was awarded under the Shropshire County Council Ground Investigation Call-Off Contract for 2003-2005.

5.2 General

The procedures followed in this site investigation are based on BS 5930 (1999) - *Code of Practice for Site Investigations*. The Borehole and Trial Pit Records are included in Appendix 4 and 5.

The approximate positions of the investigation points are shown on the Exploratory Hole Location Plan in Appendix 12.

Levels and Coordinates shown on the Borehole and Trial Pit Records were related to a Site Datum provided by the Engineer and the depths quoted are in metres below ground level.

5.3 Trial Pits

Nineteen (19 No.) Trial Pits were excavated to depths varying between 3.00 and 3.20m below ground level using a JCB 3CX excavator, on the 20th and 21st October 2003. This work was supervised on site by a Geotechnical Engineer.

The Trial Pit locations were agreed on site to give a general coverage to the development area. The profiles of strata or other features were recorded as excavation proceeded and measurements taken from ground level. Pits were entered where safe to do so to allow insitu measurement of strata conditions. Samples were taken, where appropriate, for laboratory examination and analysis. In the absence of shoring at depths in excess of 1.20m below ground level or in unstable conditions, samples were taken directly from excavated materials deposited at surface. Groundwater observations and trench stability notes are included on the Trial Pit Records.

5.4 Boreholes

Twenty (20 No.), 150mm diameter boreholes were sunk by Cable Percussion Tool techniques to depths varying between 3.50 and 5.60m below ground level. The Borehole positions were specified by Enviros

Consulting Limited to relate to the main development areas. The work was carried out during the period between 13th and 16th October 2003.

Representative disturbed and undisturbed (U100) samples of the soils encountered were obtained at regular intervals and Standard Penetration Tests (SPTs) undertaken in appropriate deposits, in order to allow inspection and obtain a measure of the engineering properties of the proved strata.

On encountering groundwater, boring operations were suspended for at least 20 minutes in order to record any rise in water level. Full details of groundwater observations during site work are included on the Borehole Records.

Long-term monitoring was made possible by the installation of combined groundwater and gas monitoring standpipes as follows:-

BH1 Tip at 5.00m with response zone from 1.00 – 5.00m.

BH9 Tip at 3.70m with response zone from 0.90 – 3.70m.

BH18 Tip at 3.50m with response zone from 0.90 – 3.50m.

BH20 Tip at 4.00m with response zone from 1.00 – 4.00m.

Full details of the monitoring of the installations which were carried out by Enviros Consulting Limited are included in Appendix 8.

Falling Head Permeability tests were carried out in BH's 1, 9, 18, and 20, within the 50mm diameter standpipe installations. The results are included as Appendix 6.

5.5 In-Situ CBR Tests

Twenty four (24 No.) Dynamic Cone Penetration (DCP) Tests were carried out at positions specified by the Engineer. They were performed to give an indication of CBR values at shallow depths to aid pavement design. The test comprises the measurement of increments of penetration of a 60° cone driven into the ground using an 8kg hammer falling a distance of 575mm. The CBR is obtained from a relationship between the CBR and the DCP readings derived by the Transport Research Laboratory. The test results are presented in Appendix 7.

6.0 LABORATORY TESTING

6.1 Geotechnical

The laboratory testing schedule was formulated by Geotechnics Ltd and approved by the Engineer in order to relate to the proposed development. The tests, where appropriate, conform to BS 1377 - *Methods of Test for Soils for Civil Engineering Purposes (1990)* and were carried out in Geotechnics Limited's UKAS accredited Laboratory (Testing No. 1365). Any descriptions, opinions and interpretations are outside the scope of UKAS accreditation.

The tests undertaken can be summarised as follows:-

BS 1377 (1990)

Test No.		Test Description
Part 2		
3.2	32 No.	Moisture Content Determination
4.3 & 5.3	14 No.	Liquid and Plastic Limit Determination
9.2 & 9.3	9 No.	Mechanical Analysis - Sieving
9.4	9 No.	Mechanical Analysis - Sedimentation
Part 3		
5.2, 5.5	9 No.	Sulphate Analysis - Soil
5.3, 5.5	1 No.	Sulphate Analysis - Water Extract
9.5	10 No.	pH Determination
Part 4		
3.3	3 No.	Dry Density/Moisture Content relationship determination. Compaction Test - British Standard (2.5 kg Rammer)
5.4	3 No.	Moisture Condition Value Measurement.
Part 5		
3.0	4 No.	One-Dimensional Consolidation Properties Determination. Consolidation Test

Part 7

9.0	6 No.	Shear Strength Measurement - 100mm diameter (Single Stage) Quick Undrained Triaxial Compression Test
9.0	4 No.	Shear Strength Measurement - 100mm diameter (Multi-Stage) Quick Undrained Triaxial Compression Test.

The following testing was carried out by external laboratories which have UKAS accreditation where indicated:

Part 8

7.1	2 No.	Shear Strength Measurement - Consolidated Undrained Triaxial Compression Test with pore water pressure measurement.
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The results of these tests are presented in Appendix 9.

6.2 Chemical/Contamination

Selected samples of soil and groundwater were tested in external laboratories for a number of determinands in order to check on any potential site contamination. The determinands were specified by Enviro Limited.

The following were analysed:-

Arsenic
Cadmium
Total Chromium
Lead
Mercury
Selenium
Water Soluble Boron
Copper
Nickel
Zinc
Ammonia
Polyaromatic Hydrocarbons
Phenols
Free Cyanide
Complex Cyanide
Thiocyanate
Sulphate
Sulphide

Toluene Extract
pH
TPH Suite

The results are tabulated in Appendix 10.

7.0 SITE GEOLOGY

7.1 Geology

The British Geological Survey was contacted to provide information on published geological maps of the area, geological memoirs and other relevant literature. Where appropriate, available borehole, drillhole and trial pit records were provided to give an indication of the regional geology. For this particular site, it has been possible to utilise the following:-

- (i) Geological Survey Map 1:50,000 (Sheet No. 152.)
- (ii) Previous Borehole Records.

Available information indicates that the site is in an area where Glacial Deposits overlie the Triassic, Sherwood Sandstone Group.

A narrow tract of Alluvium is shown in association with the stream and this could include very soft and soft clays, silts, sands, gravels and possible zones of peat.

The Glacial Deposits comprise firm and stiff gravelly clays with possible zones and lenses of silt, sand and gravel.

The site is shown mostly underlain by the Wildmoor Sandstone Formation which is a red brown sandstone. The underlying Kidderminster Formation may underlie the southern part of the site and is similar red brown sandstone with conglomeratic horizons.

Available records from the BGS Database are included in Appendix 3.

Those from the Main Drainage - Stage 1 investigation lie well to the south and east of the site. They proved between 1.50 to in excess of 5.80m of clay drift. In three boreholes the clay overlies red sand (weathered sandstone) between 1.80 - 3.60m below ground level. In one borehole

sandstone was proved at 5.90m below ground level.

One water well record lies south of the site and shows 3.70m of clay superfcials overlying sandstone bedrock. An unidentified record (Ref 27) is located close to the site and shows 0.90m of Till overlying 24m of Wildmoor Sandstone. One aggregate source record (Ref. 36) shows 4.50m of Till overlying the Sherwood Sandstone Group.

8.0 INTERPRETATION

8.1 Proved Ground Conditions

Based on expected geology, the strata proved in the investigation have been classified into the following divisions:-

Topsoil
Possible Alluvium
Glacial Sand and Gravel
Glacial Clay
Wildmoor Sandstone

Schematic sections are included in Appendix 11.

8.2 Topsoil

The proved thickness of Topsoil at the exploratory hole locations varies between about 0.10 and 0.90m, with a mean thickness between about 0.30 and 0.40m.

8.3 Possible Alluvium

In the low-lying parts of the site, at the northern end, it is possible that some predominately granular Alluvium may have been proved close to the stream. In BH's 15-20, TP's 10 and 12-19 is a 0.20 to 1.50m thick stratum comprising light brown, orange brown and red brown, slightly clayey, slightly gravelly to gravelly, fine to medium sand with some weakly cemented zones. The stratum is very similar to that classified as Glacial Sand and Gravel (see Section 8.4) and may be part of the same succession. The lower-lying ground, however, suggests it could be Alluvial.

Natural moisture contents vary between 6 and 11%.

8.4 Glacial Sand and Gravel

Below the topsoil, on the higher, southern half of the site is a granular horizon which is classified as a Glacial Sand and Gravel. It is similar in composition to that classified as Possible Alluvium. In BH's 3-11

and TP 1, the Glacial Sand and Gravel is between 0.40 and 1.10m thick and comprises light brown and orange brown, slightly clayey, slightly through to very gravelly, fine to medium sand.

Particle Size distribution tests gave the following ranges:

Clay/Silt	:	30 and 41%
Sand	:	46 and 53%
Gravel	:	6 and 24%

Compaction testing shows Optimum Moisture Contents between 10 and 12% with Maximum Dry Densities between 1.83 and 1.90 Mg/m³. Natural moisture contents are close to the Optimum.

8.5 Glacial Clay

Below the Topsoil and/or the Glacial Sand and Gravel, most of the exploratory holes proved a Glacial Clay horizon with occasional thin to thick sand and gravel lenses. The Glacial Clay was relatively thin or absent in BH's 19, 20, TP's 10, 12 and 14-19, in the lower-lying parts of the site. In the other exploratory holes, the stratum is between 0.30 and 3.30m thick, and is thickest below the southern half of the site. The Glacial Clay is a firm, stiff and very stiff, occasionally fissured, red brown mottled grey and black, slightly through to very sandy, slightly gravelly clay with occasional to many cobbles and boulders. The sand and gravel horizons within or below the Glacial Clay are noted in BH's 3 and 6-8 and comprises medium dense red brown clayey gravelly fine to medium sand. Further sand and gravel zones should be expected in the glacial succession in areas between and away from the exploratory holes.

Natural moisture contents vary between 6 and 24% and Plasticity Index values between 8 and 32% show a clay with a low to medium volume change potential. Standard Penetration Test 'N' values vary between 22 and 31 and approximately equate to undrained shear strengths of 110 to 150 kN/m². Laboratory undrained shear strengths vary between 40 and 240 kN/m². Consolidation tests show Coefficients of Volume Compressibility i.e. m_v values around 0.10m²/MN, which indicate a low compressibility potential.

8.6 Wildmoor Sandstone

The top of the weathered Wildmoor Sandstone is sometimes difficult to pin-point, particularly where Glacial Sand and Gravel or Possible Alluvium is present above rockhead. There is probably a gradational change in most instances. The sandstone is very variably weathered, with up to 2-3m of medium dense, dense and very dense sands overlying the very weak/weak sandstone.

The top of the rockhead is estimated to be between about 0.80 and 4.20m below ground level. This equates to 66.90m to 70.80m AOD and shows a slightly undulating pattern in the rockhead, finally dipping down to the north towards the stream. Variations in the depth to rockhead should be expected but the general pattern is shown in the Schematic Sections in Appendix 11.

The upper weathered zone comprises medium dense becoming dense and very dense red brown, slightly clayey, occasionally weakly cemented fine to medium sand. This variably grades to a very weak and weak red brown fine to medium grained sandstone.

The weathered zone shows Standard Penetration Test 'N' values in the range of 28 to 54, whereas incomplete penetrations were generally achieved in the sandstone. Natural moisture contents are between 6 and 11%.

It should be noted that the sandstone has been classified as part of the Wildmoor Sandstone Formation although it is possible that some of the Kidderminster Formation may also have been proved.

8.7 Groundwater

No groundwater seepages were observed in any of the exploratory holes during the period of the fieldwork. Post-fieldwork monitoring of the standpipe installations in selected Boreholes by the Engineer confirm that no standing levels were proved.

Seasonal variations in the groundwater regime should be expected and in particular perched levels may be present in the granular horizons during and after wet weather.

9.0 EVALUATION

9.1 Proposals

The scheme is an Integrated Waste Management Facility. Phase 1 is roads, hardstandings, offices (main office, weighbridge and gatehouse) and main building. The main building is a single skin warehouse type structure, measuring 90 x 60m. It has two floor levels at 72.00m and 74.00m AOD and to the north the hardstanding slopes down to around 69.50-70.00m AOD. A ramped area within the main building reaches a low level of 69.00m AOD.

9.2 Foundation Design

No Made Ground was proved during the investigation but any encountered would not be considered suitable for the support of major structures owing to the risk of excessive and unpredictable total and differential settlements. The proposed floor levels are sketched on the Schematic Sections in Appendix 11 and show potential founding levels within the Glacial Clay, Glacial Sand and Gravel and possibly just onto the Possible Alluvium.

Ideally, individual structures should be founded on one type of stratum to try and limit any potential for differential settlements. It is unlikely at this site that it will be possible to ensure full compliance and therefore, it should be confirmed that the structure can be designed to accommodate such differential settlements. It is likely that the Glacial Clay will be the main bearing stratum and a suitable safe net bearing pressure for the firm/stiff Glacial Clay and for the other potential bearing levels in the granular strata, should be taken as 100 kN/m² for spread foundations. A minimum founding depth of 0.90m below ground level should be maintained, in order to be below the zone of seasonal shrinkage and swelling in the clays. Any softened or loosened zones encountered at bearing level should be fully excavated and replaced by a suitably compacted granular fill.

Where existing or proposed trees and shrubs are to come within influencing distance of any foundations, appropriate revision of proposed founding depths must be considered, in accordance with guidelines such as NHBC Standards, Chapter 4.2. A low to medium volume potential change clay should be assumed.

9.3 Earthworks

It is apparent that the programme of earthworks needed to reach final formation levels will influence the construction. Cut and fill depths may be around 1-2m in places. It is not possible to estimate the amount of cut material available for re-use, or the need for imported materials. It will be advantageous to make use of as much of the excavated materials as possible.

Some MCV and Compaction testing has been carried out on a range of strata proved in the investigation in order to gain an indication of the suitability for re-use as engineering fill.

Whilst no particle size distribution tests were carried out on cohesive soils, it is likely that most will fall into Class 2A/2B of the Specification of Highway Works. A minimum undrained shear strength of 50kN/m² is usually required for the compacted fill to ensure that it has a strength sufficient to carry the construction plant without it getting bogged down and causing undue rutting. An upper bound MCV value of 12 is typically adopted to avoid compaction problems. Using these maximum and minimum criteria, a tentative range of MCV to ensure suitability would be 8 to 12 with a corresponding moisture content range around 15 to 20%.

Liquid and Plastic Limit Tests on a range of clay samples shows the majority within the acceptable Plastic Limit = Moisture Content (%) - 4, to Plastic Limit x 1.2 range. These do not clearly correlate with the MCV test results from BH14 and TP2, which are above the MCV 12 upperbound limit. It suggests these samples may have been slightly desiccated.

Any soft zones within the Glacial Clay strata would have to be discounted from any earthworks schedule unless their compaction characteristics can be improved, for example, by the addition of Lime. Much of the material to be excavated at shallow depths will be predominantly granular but layers of cohesive strata will also be encountered. It is probable that this granular material will be suitable for re-use but it will behave differently to the cohesive strata. This may lead to problems in selection and separation of the different materials. With this in mind, maximising the use of available materials will also become difficult if a Method Specification for engineering fill (based on guidelines

in the Specification for Highway Works) is adopted using single earthworks control factors such as MCV or moisture content. A more appropriate strategy would be to consider an End Product Specification for density (an Air Voids Ratio of less than 10% below parking areas and 5% below buildings) and CBR greater than 2%. This should be supplemented by field compaction trials to maximise the use of stockpiled materials.

Any topsoil would have to be removed prior to any filling but should be suitable for landscaping purposes.

9.4 Excavations and Groundwater

Foundation and services excavations extending to depths of greater than 1.00m will need to be fully shored if entry by personnel is required. Even for shallow excavations the need for support will still need to be evaluated under CDM Regulations. Any soft or loose materials at formation level should be removed. The materials exposed at formation are likely to be highly susceptible to softening/disturbance in the presence of water. Hence, the foundations must be constructed or the formation level protected with a blinding layer as soon as possible after excavation and inspection.

It is likely that groundwater will not be a problem in the higher level parts of the site and any isolated perched water should be controllable by sump-pumping. Even at the lower levels, in the possible Alluvium associated with the stream, no seepages were noted in the exploratory holes. Conditions could vary on a seasonal basis, however, and it is possible that flooding may occur after prolonged wet weather.

9.5 Floor Slabs

The choice of floor slab solutions would largely depend on the nature of the particular structure. For larger structures ground bearing floor slabs are likely to be required.

The long term settlement of ground bearing floor slabs will depend on the structural design of the slab, the amount and distribution of floor loadings, the change in slab level relative to existing, the soil conditions below the slab and the loading history of the underlying soils. Allowance for differential movement between floor slabs and structural foundations should be made.

Potential post-construction floor slab total and

differential settlements should be reduced by ensuring the floor slabs bear onto natural ground. Proof rolling of the formation will help identify any soft or loose zones, which should be removed and replaced by a compacted granular fill.

Where substantial thicknesses of fill are placed to form platforms, settlements within the fill itself would be expected in addition to settlement caused by the weight of the fill itself.

9.6 Pavement Design

The conditions prevailing at the time of construction will affect the CBR of the subgrade soil and its strength. Research has shown the importance of the equilibrium moisture content of the subgrade. The relationship between soil suction and the moisture content shows that a soil that becomes wet during construction will retain water and will therefore be weaker under the pavement in this equilibrium condition than a foundation that has remained dry, particularly for soils of low to medium plasticity.

In-situ Dynamic Cone Penetrometer CBR Tests show a wide range of results, with the lowest values in the 6-10% range.

Equilibrium values of CBR for various materials for poor and good construction conditions are given in a report by the TRRL for various soils. For a sandy clay with a PI of 20%, a CBR of 3 to 4% is given for poor construction conditions and 6 to 8% for good construction conditions, both with a low water table.

Based on the visually assessed undrained shear strength, CBR's of between about 2 and 5% could be interpreted at shallow depths. For the purposes of design, a CBR of 5% is considered appropriate in the granular strata.

Where the site level is to be raised, a CBR appropriate to the fill material used should be used in the design. Caution must be exercised to ensure that any soft areas are over-excavated, filled with acceptable material and compacted in accordance with an Engineering Specification. As mentioned previously in Section 9.4, materials likely to be exposed are moisture sensitive and will soften rapidly in the presence of water. The formation should be promptly protected or if not possible, cut with a good cross-fall and adequate drainage provided. Proof rolling would aid detection of loose or soft pockets and allow appropriate measures to be taken.

Where the clay soils are present at formation level they are unlikely to be frost susceptible. However, where granular soils are present they should be treated as frost susceptible.

72.00 to 69.00m AOD and could pass through both cohesive and granular glacial strata and bear into the very weak/weak Wildmoor Sandstone. It should be possible to achieve these excavated levels by using an appropriate scale of hydraulic plant.

9.7 Buried Concrete

The results of the chemical testing can be summarised as follows:-

Soils		
Acid Soluble Sulphate		0.01-0.03%
Water Soluble Sulphate		<0.05 g/l
pH		6.0-8.6

D R Bracegirdle
Eur.Ing,BSc,MSc,CEng,FIMM,MHKIE,CGeol,FGS.
Principal Engineer

The results would place the site in Design Sulphate Class I and in accordance with the recommendations in BRE Special Digest I for a natural site with static water, an Aggressive Chemical Environment for Concrete (ACEC) Class of AC-1s is indicated.

L Threadgold
BEng,MEng,CEng,MICE,MIHT,MHKIE,FGS.
Chief Engineer

9.8 Retaining Wall Design

The evaluation of earth pressure behind retaining walls should be carried out in terms of effective stress.

The design parameters adopted to calculate active and passive pressures acting on retaining structures will depend on the nature of the retained materials. The following preliminary design parameters would be appropriate, based on effective stress testing and other engineering parameters.

Stratum	Effective Angle of Friction ϕ' (deg)	Effective Cohesive c' (kN/m ²)	Bulk Unit Weight γ_b (kN/m ³)
Granular Strata	30°	0	20
Glacial Clay	28°	2	20
Wildmoor Sandstone	32°	0	20

The design will be influenced by strength considerations but also by the need to limit lateral and vertical strain in adjacent properties. The construction procedure and sequence will also have a significant bearing on this behaviour and will need to be validated by analysis and be monitored during construction.

The ramped section in the main building grades from

APPENDIX I

THE BRIEF

ENVIROS **TODAY'S BUSINESS TOMORROW'S WORLD****FACSIMILE**

TO : Dave Bland **COMPANY :** Geotechnics **FAX :** 02476 694642
FROM : Keith Corden **TEL :** 01743 284818 **FAX :** 01743 245558
DATE : 29 September 2003 **OUR REF :** SH0140015 **PAGE :** 1 of 3

SUBJECT : Shrewsbury Battlefield GI

Dave,

As discussed, please find attached a drawing showing the proposed layout for the Battlefield Integrated Waste Management Facility. Phase 1 is roads, hardstandings, offices (main office, weighbridge, gatehouse) and main building (single skin warehouse type building approximately 90m x 60m). Phase 1 is to be built 2004 with phases 2 - 4 being built 'sometime in the future' (2 - 10 years).

The GI is to be run under your term agreement with Shropshire County Council (purchase order to be issued later this week - however, please do not mobilise etc. until you have received the PO). There are:

- 20 S&A boreholes 12 - 15m deep (indicated by a circle with depth alongside),
- 18 trial pits 2 - 3m deep (indicated by a square with a cross inside), and
- 24 CBRs (TRL Probes - indicated by a cross - crosses in brackets are provisional CBRs).

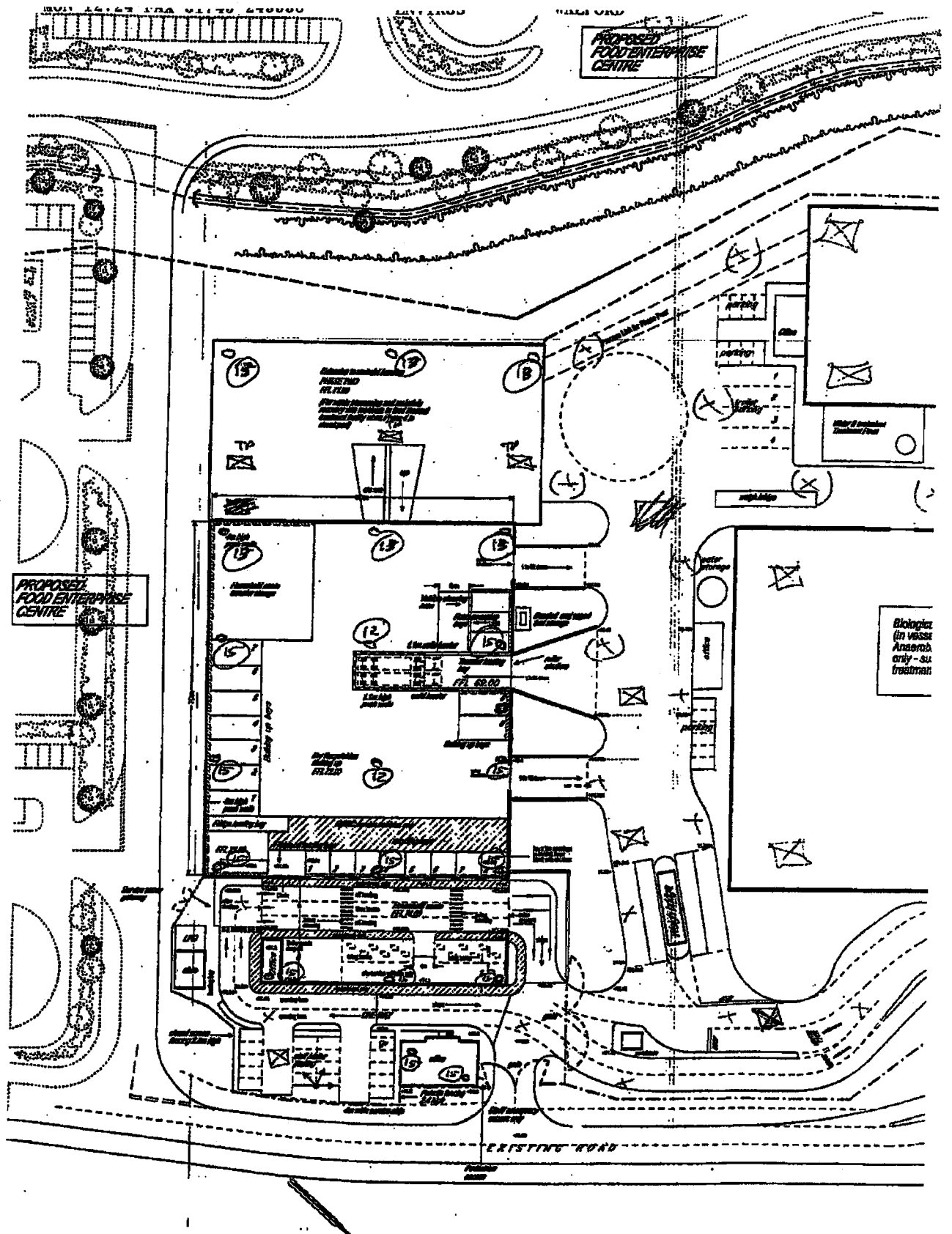
Could you please submit a quote for providing an interpretative report based on this scope of works? All other GI rates are as per your term agreement.

Yours sincerely
For Enviros Consulting Limited



Keith Corden

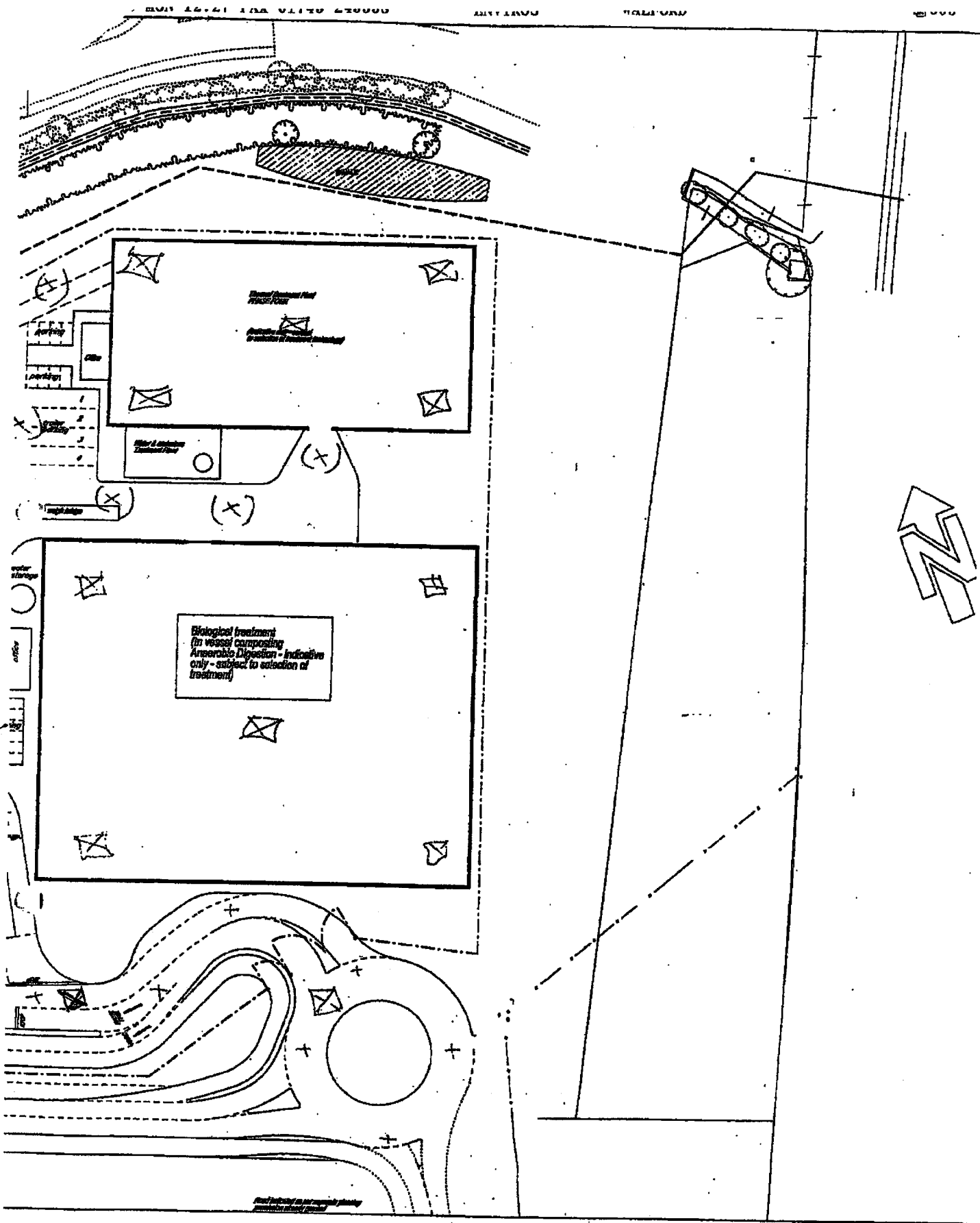
ENVIROS CONSULTING LTD, SHREWSBURY BUSINESS PARK, SHREWSBURY. SY2 6LG
REGISTERED No: 1721409, T +44 (0)1743 284800, F +44 (0)1743 245558, W www.enviros.com



1. 0100 2120 1-0000 4200 0-0000000000
 2. 0100 2120 1-0000 4200 0-0000000000
 3. 0100 2120 1-0000 4200 0-0000000000
 4. 0100 2120 1-0000 4200 0-0000000000

Scale ~ 1:100

refer to the sheet and verify all building and site dimensions, levels and sewer levels based on connection points to the sewer main.
 refer to the sheets in all respects with current Building Regulations, British Standard Specifications, Building Regulations, Construction
 (Approved Documents), Party Wall Act, etc. unless or not specifically stated on this drawing. The client must be consulted with all
 other relevant authorities, particularly at other specified construction points.
 any to be attached to these sheets of drawings, ground conditions or ground water levels. Each area of ground shall open to
 or otherwise required to be investigated by the Contractor. A suitable method of investigation shall be provided
 for installing ground conditions. Any aspect of this ground investigation or on which the ground shall be further investigated by a
 report. Any construction instructions shall include typical details for the purposes only to be further investigated by a suitable expert.
 ring lines are to be retained they shall be subject to a full archaeological excavation for safety. All trees are to be planted to an
 100m radius of 15 metres from buildings and 5 metres from drainage and sewers. A suitable method of protection is to be
 a accommodate the proposed tree planting.



■ railroads

■ railroads

Mason Richards P

- A 9-05-03 - no - Plan amended to line with clients comments
- B 05-05-03 - no - amended line with clients comments received 10-05-03
- C 13-06-03 - no - amended line with clients comments made on the 12-06-03
- D 23-06-03 - wk - amended line with clients comments made on the 17-06-03
- E 30-06-03 - wk - Site boundary line revised 30-06-03 wk

Job no 12291 04 rev E
 File ref: 12291_04_05_04

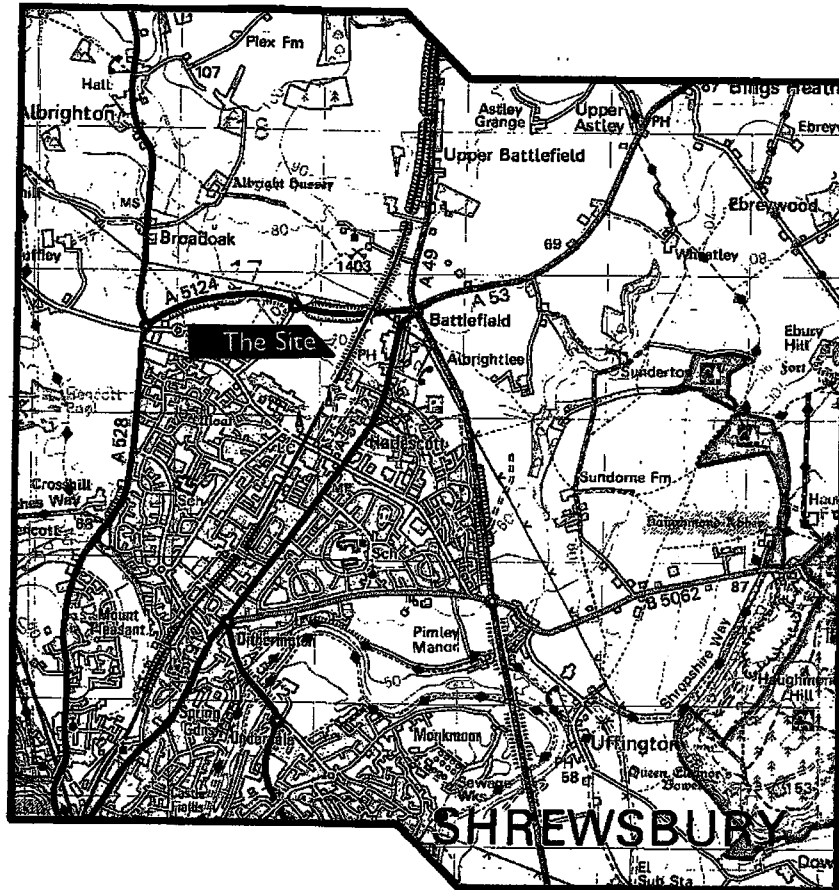
by ENVIROS CONSULTING Ltd
 for BATTLEFIELD IWMF
 Fig. 2.10 Master plan for all Phs

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 in any way or for any other purpose without the written consent of Mason Richards Partnership.

APPENDIX 2
SITE LOCATION PLAN

DATA SHEET – Site Location Plan

Project : SHREWSBURY BATTLEFIELD IWMF.
Project No :PC030642.



SITE LOCATION PLAN

Scale 1:50,000

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Geotechnics Limited ©
The Geotechnical Centre,
203 Torrington Avenue,
Tile Hill, Coventry. CV4 9AP



APPENDIX 3

PREVIOUS INVESTIGATION INFORMATION

GROUND LEVEL: 207.0 A.O.D.
 NOMINAL B.H. DIAL: 8'
 DATE OF BORING: 2 to 4 Jan. 50

BORING No. 38
 UNDESIGNED AND UNPROTECTED

SJS1NW/2
 S122.1569
 152

GROUNDWATER LEVEL	DATE	SAMPLE DEPTH	B.H.	DEPTH	E.L.	DESCRIPTION OF STRATA
NIL						Topsoil
		2'-0"		2'-0"	205.0 (G.C.P.)	Shft reddish-brown clay
					2'-0" 195.0 (G.C.P.)	Medium red sand
		2'-0"		2'-0"	192.0 (G.C.P.)	

REMARKS: No casing

SAMPLES:
 ■ Undisturbed
 + Disturbed

SCALE: 4'-0" to 1"

BOROUGH OF SHREWSBURY
 MAIN DRAINAGE — STAGE I

SOILS No. S/364
 DRWG. No. S/2/516

Dec. 8-5 1950



British Geological Survey

GEORGE WIMPEY & CO. LTD., CENTRAL LABORATORY, SOUTHALL.

SJS1NW/4

SJS1NW/4
51471614
152

GROUND LEVEL: 213.5 A.O.D.
NOMINAL B.O. DIA: 6"
DATE OF BORING: 30 Dec 49
509 M 196.40
POWER AUGER

GROUNDWATER LEVEL DATE	SAMPLE DEPTH	S.M. (meters)	DEPTH (feet)	E.L.	DESCRIPTIONS OF STRATA
			1-6' (1.8m)	212.3	Topsoil
			8-6' (2.6m)	207.3	Fine brown clay silt
			10-4' (3.1m)	199.4	Compact red sand

REMARKS: No Casing

SAMPLES: Undisturbed, Disturbed

SCALE: 4" = 1'

BOROUGH OF SHREWSBURY
MAIN DRAINAGE — STAGE I

SOLE No. 67364
DRWG. No. 6/R/518



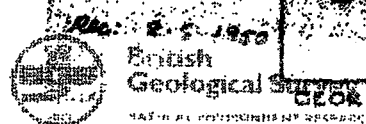
GEORGE WIMPEY & CO. LTD, CENTRAL LABORATORY, SOUTHALL.

SS51NW/5
5122-1634
(52)

152 M
BORHOLES C41
21/5/1950

GROUND LEVEL: 818.400		NOMINAL B.H. DIA.: 5"		DATE OF BORING: 2 Jan. 16. 51 Jan. 16.		HAND AUGER
FOUNDED LEVEL DATE	SAMPLE DEPTH	B.H. DEPTH	S.L.			DESCRIPTION OF STRATA
		0'-0"	818.400			Topsoil
	3'-0"	3'-0"	815.0			Firm red sandy clay & gravel
	6'-0"	6'-0"	812.0			Firm red sandy clay
	9'-0"	9'-0"	809.0			Reddish-brown medium sand
	12'-0"	12'-0"	806.0			Compact grey fine sand
	15'-0"	15'-0"	803.0			Compact red sand

REMARKS: No casing.	SAMPLES: ■ Undisturbed ○ Disturbed	SCALE: 4" = 1'
BOROUGH OF SHREWSBURY MAIN DRAINAGE — STAGE 1.		SOILS No. 6/304
		DRWG. No. S/R/519



GEORGE WIMPEY & CO. LTD., CENTRAL LABORATORY, SOUTHALL.

SJS1NW/6
S1541666
152

SJS1NW/6

7

152
BORING NO. 42

GROUND LEVEL: 132.8 A.O.D.		NOMINAL B.H. DIA: 6"		DATE OF BORING: 30 Dec 1954		MACHINE: AUGER & POWER AUGER	
GROUNDWATER LEVEL DATE	SAMPLE DEPTH	B.H. DEPTH	E.L.	DESCRIPTION OF STRATA			
NIL.				Topsoil			
		0-2'	131.5	Firm brown sandy clay & gravel			
		2-9'	130.6	Firm red sandy clay with gravel & small boulders			
		9-2'	129.4	Firm red-brown clay with boulders			
REMARKS:		No Casing		SAMPLES: Undisturbed Disturbed		SCALE: 40' to 1"	
BOROUGH OF SHREWSBURY MAIN DRAINAGE - STAGE I.						SOILS No. S/384	
						DRWG No. S/R/520	



BRITISH Geographical Survey
GEORGE WIMPEY & CO. LTD., CENTRAL LABORATORY, SOUTHALL.

SJS1NW/97

BORING MISC

GROUND LEVEL: 223.4 A.O.D.
 NOMINAL B.H. DIA.: 6" Casing
 DATE OF BORING: 28 Feb. to 28 Feb. 50

SJS1NW/7
 5052.1615
 152

GROUNDWATER LEVEL	DATE	SAMPLE DEPTH	B.H. DEPTH	R.L.	DESCRIPTION OF STRATA
			2'-0" (61m)	221.4	Topsoil
6'-0"	28-2-50	6'-0"			Fairly soft brown clayey sand
		9'-0" to 10'-3"	8'-6" (2.6m)	214.8	Stiff brown slightly sandy clay
		19'-6"	19'-0" (5.94)	204.4	Friable red sandstone
			20'-6" (6.25m)	202.8	

REMARKS:	SAMPLES <input type="checkbox"/> Undisturbed <input type="checkbox"/> Disturbed	SCALE: 4'-0" to 1"
----------	---------------------------------------------------------------------------------------	-----------------------

BOROUGH OF SHREWSBURY.
 MAIN DRAINAGE - STAGE I.

SOILS No. S/324
 DRWG. No. S/R/579



Chatham Sph. Onto
 151516 at *Pittsfield, near Sheawang*. No. 2. County *Sherburne*
 map *OS 41 N.W.* 1 in. map New Series *182* 6 in. map *SE. N.*
 By *C. Labe re.* Date *15 6 1922*
 Sunk *500* feet. Bored *500* feet.
 Initiated by *C. Labe re.*
 Rest level of water [from *strat. min.*] *14,700* g.p.h.
 (with copy of analysis on separate sheet)
SJ 5708 1622 *151516*

LOCATION.	NATURE OF STRATA.	THICKNESS.		DEPTH.	
		Feet.	Inches.	Feet.	Inches.
151516	<i>Intert. clay + stone</i>	9	6		
	<i>Silt. Clay with sandstone blocks and trunks</i>	2	6	12	6
151516	<i>Clay and stone</i>				
	<i>Dark red sandstone with a few scattered pebbles</i>	56	3	68	9
	<i>Sandstone, dark red, slightly purplish tint, with scattered pebbles</i>	21	9	90	0
	<i>Hard dark red sandstone with many pebbles</i>	10	0	100	0
	<i>Dark sandstone with few pebbles</i>	10	0	110	0
	<i>Grey micaceous parting, fleshy</i>		1	110	1
	<i>Coarse red sandstone with few pebbles</i>	36	11	147	0
	<i>Red mass</i>		1	147	1
	<i>Red sandstone with few pebbles</i>	12	11	160	0
	<i>Red mass</i>		1	160	1
	<i>Red sandstone, few pebbles</i>	3	11	164	0
	<i>Light red sandstone, soft, becoming yellow below 400'</i>	336		500	0
<i>(continued from strat. min., a further ...)</i>	2		502		

Account partly from core examined on the ground by *list 29/10/24.*

Account made for Chatham Sph. Co. of *Bensley* by *Carrington W. Tupper.*

The site of No. 2 is 430 yards W. 15.6 S. of No. 1 and 220 yds. S. of the Red Lion P. H. and just W of the railway. It is in St. Mark's parish (not Pittsfield parish) and is E. of Woodcock's house.

Notes: The true B. Pebble Bed at 164' appears to be a reliable boundary mark of No. 1 Group.

W.C. 12/3/25 Storage 10,000 gals.
 Height of water 50 ft
 Pumping capacity 2,000 g.p.h. N.E.E.

See also form attached
 Mention on No. 1. Bore in mid. 10,000 gals tank fitted in 2 hours. Fracture on town supplied. This is used as a water supply. The water is harder than ...



SJ 51 ~~101/27~~
517 1042/27
5108 1622/24



SJS1NW/27+24
152/8 A + B

27 A. Till

(?) Wildmoor Sandstone
Kidderminster Formation
Bridgenorth Sandstone

to 3 ft 0 ins
to 80 ft 0 ins
to 138ft 0 ins
to 457ft 0 ins

3

24 B. Till

Kidderminster formation
Bridgenorth Sandstone

to 12 ft 6 ins
to 164 ft 0 ins
to 502 ft 0 ins

AB 2/80



British Geological Survey

SJ 51 NW 36
 Surface level + 68 m
 Water not encountered
 203 mm shell and auger
 October 1978

Harlescott, Shrewsbury

Block D
 Waste 4.5 m
 Bedrock 3.5 m +

LOC

Geological classification	Lithology	Thickness m	Depth m
Till	Clay, sandy, calcareous, brown; scattered subangular to subrounded quartzite sandstone and igneous pebbles	4.5	4.5
Sherwood Sandstone Group	Sandstone, friable, reddish brown	3.5 +	8.0



British Geological Survey
 BRITISH GEOSCIENCE RESEARCH BOARD

APPENDIX 4

TRIAL PIT RECORDS

DATA SHEET - Symbols and Abbreviations used on Records

Samples		Strata		
B	Bulk			
J	Jar	Made Ground	Type 1	
W	Water			
U	Open Tube - 102mm dia. with blows to take sample.		Type 2	
F	Failed U sample			
PS	Piston Sample	Topsoil		
PF	Failed Piston Sample			
E	Environmental Test Sample	Cobbles and Boulders		
L	Liner Samples			
In situ Testing		Gravel		
S	Standard Penetration Test (SPT)	Sand		
C	SPT with cone			
V	Vane test	Silt		
Properties		Clay		
V	Strength from Insitu Vane			
HV	Strength from Hand Vane			
P	Strength from Pocket Penetrometer	Peat		
(All other strengths from undrained triaxial testing)				
W	Water content		Note : Composite soil types shown by combined symbols	
N	SPT Result			
-/-	Blows/penetration (mm) after 150mm seating.	Chalk		
-*/-	Total blows/penetration (mm)	Limestone		
()	Extrapolated value			
Rotary Core		Sandstone		
RQD	Rock Quality Designation (% of intact core >100mm)			
FRACTURE INDEX	Fractures/metre	Coal		
FRACTURE SPACING (mm)	Maximum Minimum	Mudstone		
Groundwater		Siltstone		
Water Strike				
Highest recorded standing water level				
Instrumentation		Metamorphic Rock		
Inclinometer	Standpipe Seal	Piezometer Seal	Igneous Rock	
	Tip	Tip		
	Filter	Filter		

TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Trial Pit

TP1

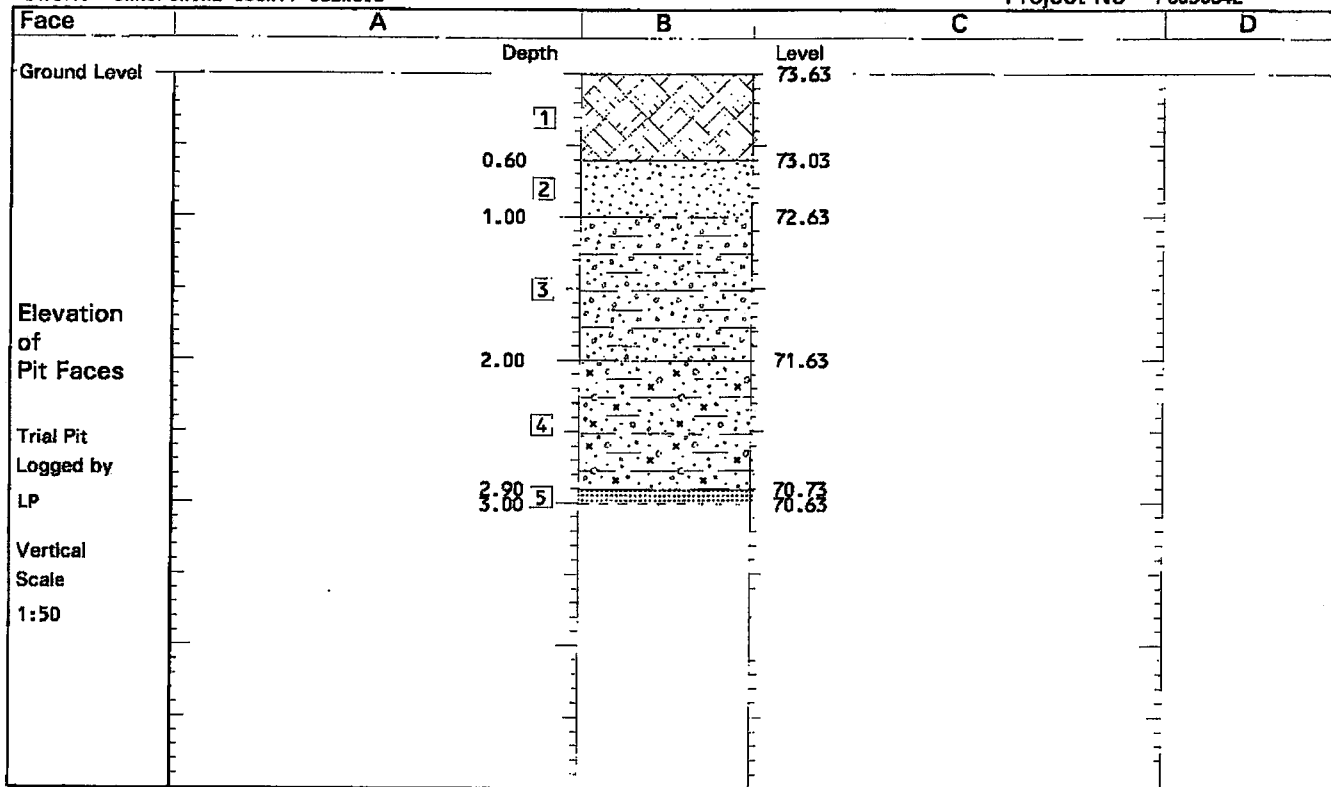
Coordinates 350885.0E 316378.8N

National Grid

Client SHROPSHIRE COUNTY COUNCIL

Project No

PC030642



Samples and Tests			Strata				Geological Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
0.00 - 0.60	B		0.60	1	Brown sandy slightly gravelly TOPSOIL. Sand is fine. Gravel is medium and coarse angular to subangular sandstone and limestone.	TOPSOIL	
0.60 - 1.00	B		1.00	2	Orange brown fine to medium SAND with frequent weakly cemented cobble size pockets.	GLACIAL SAND & GRAVEL	
1.00 - 1.50	B		2.00	3	Firm red brown slightly mottled grey slightly sandy gravelly CLAY. Sand is fine. Gravel is fine to coarse subangular siltstone and sandstone.	GLACIAL CLAY	
2.00 - 2.50	B		2.90	4	Firm to stiff red brown slightly mottled grey slightly sandy gravelly CLAY with many cobbles of sandstone. Sand is fine. Gravel is fine to coarse subangular siltstone and sandstone.	GLACIAL CLAY	
2.90 - 3.00	B		3.00	5	Weak red brown with rare black staining fine to medium grained SANDSTONE.	WILDMOOR SANDSTONE	

Excavation				Dimensions	Groundwater
Date Excavated	20/10/03	Date Backfilled	20/10/03		None encountered during excavation.
Plant	JCB 3CX				
Shoring	None.				
Stability	Stable during excavation.				

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

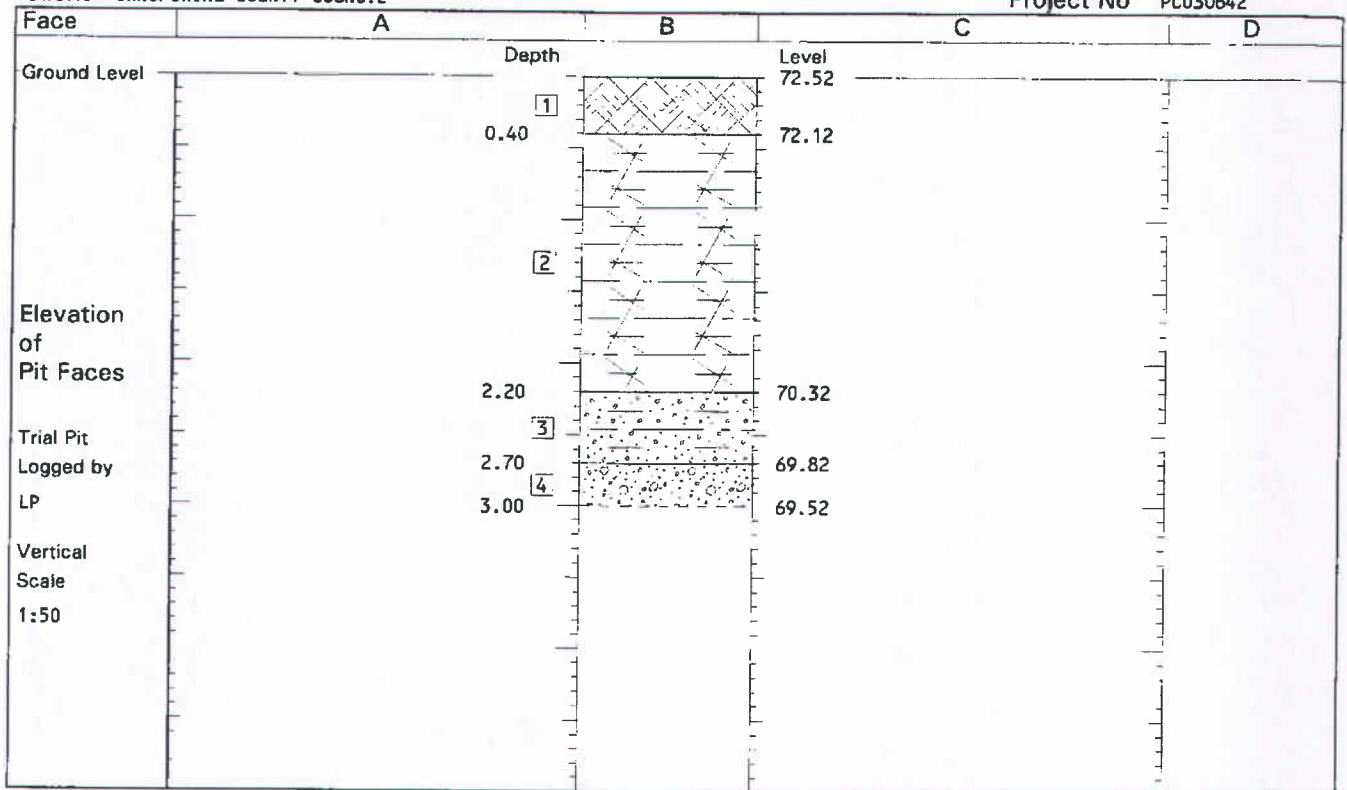
TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Trial Pit **TP2**
 Coordinates 350961.5E 316347.2N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL



Samples and Tests			Strata				Geological Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
			0.40	1	Brown sandy gravelly TOPSOIL. Sand is fine. Gravel is medium to coarse subangular and subrounded sandstone quartzite and limestone.	TOPSOIL	
0.40 - 1.40	B		2.20	2	Very stiff fissured red brown occasionally mottled grey CLAY with occasional root tracks and black staining.	GLACIAL CLAY	
1.40 - 2.20	B		2.70	3	Firm red brown sandy slightly gravelly CLAY with frequent boulders of sandstone. Sand is fine to medium. Gravel is medium subangular sandstone.	GLACIAL CLAY	
2.20 - 2.70	B		3.00	4	Red brown slightly gravelly fine to medium SAND with frequent cobbles of weak angular sandstone. Gravel is fine to medium subrounded quartzite and medium and coarse subangular sandstone.	WEATHERED WILDMOOR SANDSTONE	
2.70 - 3.00	B						

Excavation		Dimensions		Groundwater
Date Excavated	20/10/03	Date Backfilled	20/10/03	None encountered during excavation.
Plant	JCB 3CX			
Shoring	None.			
Stability	Stable during excavation.			

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.



Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP2



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Trial Pit TP3

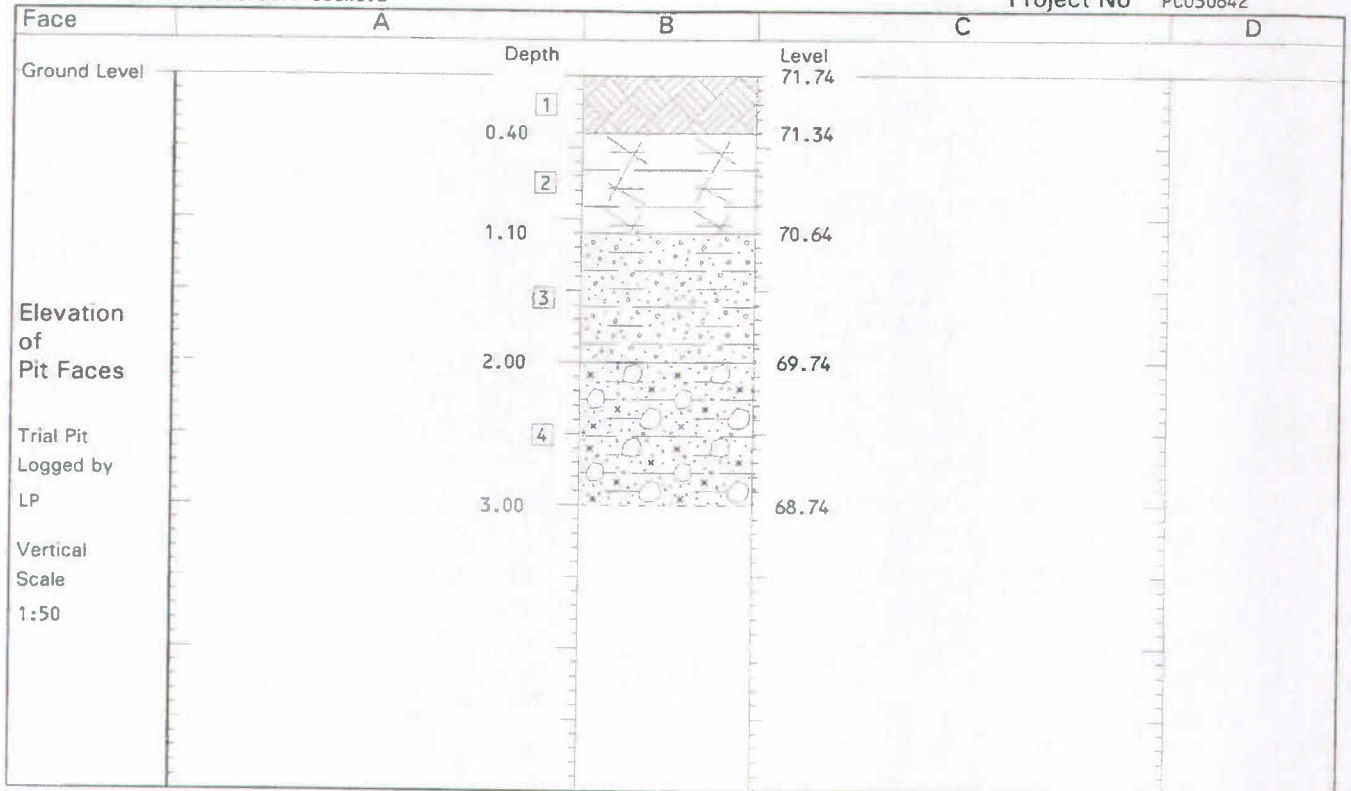
Coordinates 351020.3E 316328.1N

Client SHROPSHIRE COUNTY COUNCIL

Project No

National Grid

PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
			0.40	1	Brown sandy slightly gravelly TOPSOIL. Sand is fine. Gravel is fine to coarse subrounded quartzite and subangular sandstone and limestone.	TOPSOIL
0.40 - 1.10	B		1.10	2	Very stiff fissured red brown slightly mottled blue grey CLAY with occasional black speckling.	GLACIAL CLAY
1.10 - 1.20	B		2.00	3	Firm red brown sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is medium to coarse subangular and subrounded quartzite sandstone and siltstone.	GLACIAL CLAY
2.00 - 3.00	B		3.00	4	Firm red brown sandy gravelly CLAY with frequent cobbles and rare boulders of sandstone. Sand is fine to medium. Gravel is medium and coarse angular sandstone.	GLACIAL CLAY

Excavation				Dimensions		Groundwater	
Date Excavated	20/10/03	Date Backfilled	20/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP3



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

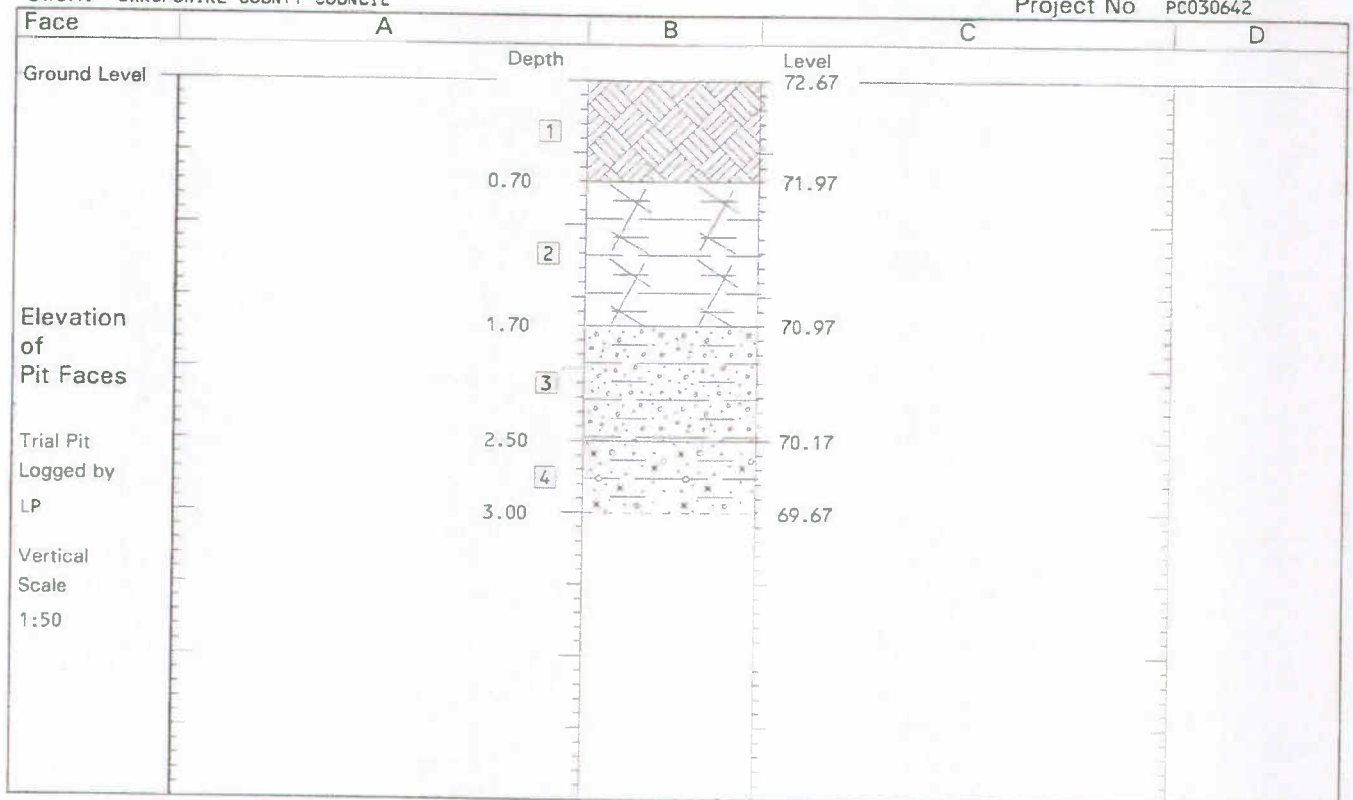
Trial Pit TP4

Coordinates 350957.7E 316392.1N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
0.20 - 0.70	B		0.70	1	Brown sandy gravelly weakly cemented friable clayey TOPSOIL. Sand is fine. Gravel is fine to coarse subangular and subrounded sandstone and quartzite.	TOPSOIL
0.70 - 1.70	B		1.70	2	Very stiff fissured red brown slightly mottled blue grey CLAY with occasional black staining upon fissures.	GLACIAL CLAY
1.70 - 2.50	B		2.50	3	Firm red brown sandy slightly gravelly CLAY with occasional cobble of sandstone. Sand is fine to medium. Gravel is fine to coarse subangular and subrounded sandstone and siltstone with occasional quartzite.	GLACIAL CLAY
2.50 - 3.00	B		3.00	4	Below 2.40m, frequent cobble. Stiff red brown sandy gravelly CLAY with frequent cobbles of sandstone. Sand is fine to medium. Gravel is fine to coarse subrounded to subangular sandstone and siltstone.	GLACIAL CLAY

Excavation				Dimensions		Groundwater	
Date Excavated	20/10/03	Date Backfilled	20/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP4



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

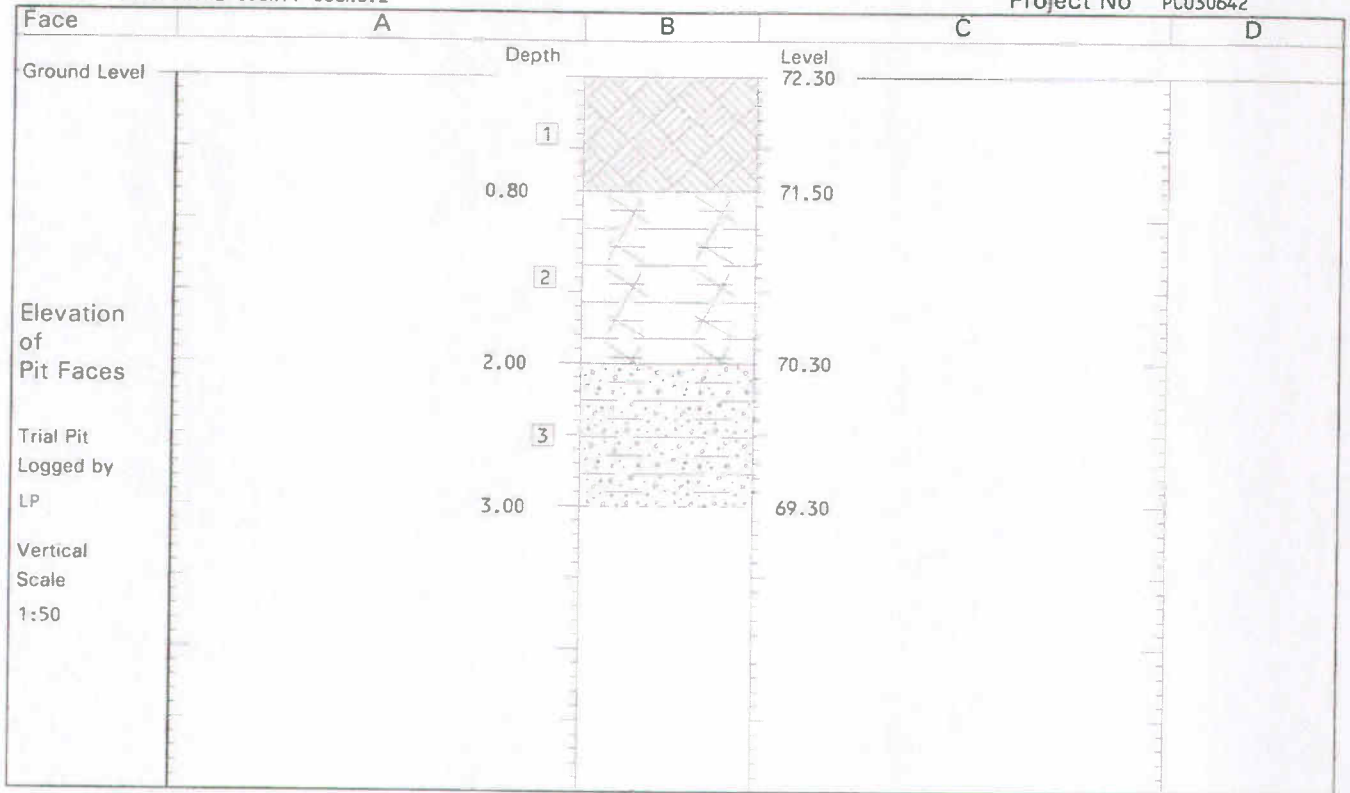
Trial Pit TP5

Coordinates 350989.1E 316385.0N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
0.20 - 0.80	B		0.80	1	Brown sandy slightly gravelly occasionally weakly cemented clayey TOPSOIL. Sand is fine. Gravel is fine to coarse subangular sandstone.	TOPSOIL
0.80 - 1.80	B		2.00	2	Very stiff fissured red brown CLAY with occasional orange red sandy pockets. Sand is fine to medium.	GLACIAL CLAY
2.00 - 2.00 2.00 - 2.50 2.50 - 3.00	HV B B	45,47 40	3.00	3	Firm red brown very sandy gravelly CLAY. Sand is fine to medium. Gravel is fine to coarse subangular sandstone and subrounded quartzite. Below 2.50m, occasional boulders of sandstone.	GLACIAL CLAY

Excavation				Dimensions		Groundwater	
Date Excavated	20/10/03	Date Backfilled	20/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks As 2.00m, Hand Vanes low due to fissured nature of clay.
Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP5



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

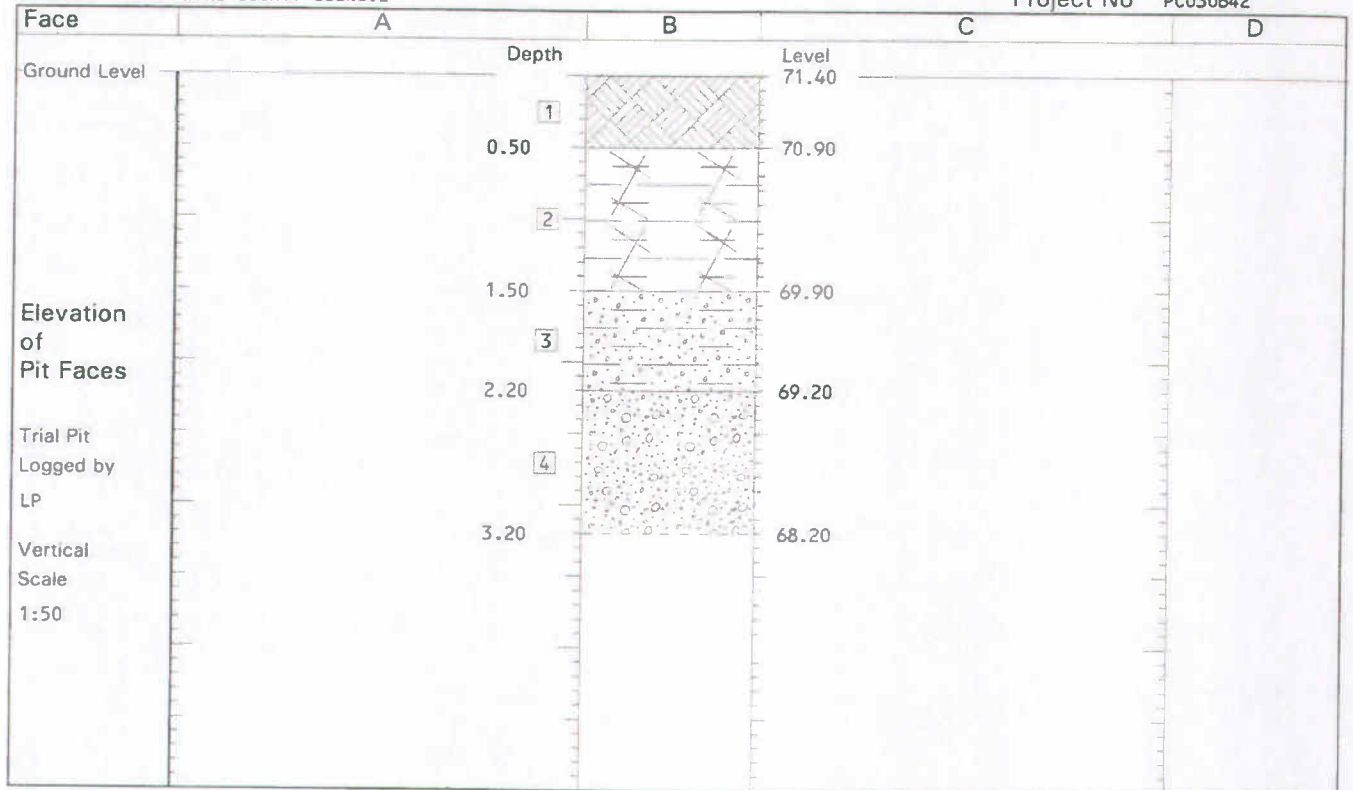
Trial Pit TP6

Coordinates 351047.8E 316369.2N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata				Geological Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
			0.50	1	Brown sandy gravelly TOPSOIL. Sand is fine. Gravel is fine to coarse subangular and subrounded quartzite, siltstone and sandstone.	TOPSOIL	
0.50 - 1.00	B		1.50	2	Very stiff fissured red brown mottled blue grey CLAY.	GLACIAL CLAY	
1.50 - 2.20	B		2.20	3	Firm red brown very sandy gravelly CLAY. Sand is fine to medium. Gravel is fine to coarse subrounded and subangular sandstone, siltstone and mudstone.	GLACIAL CLAY	
2.20 - 3.20	B		3.20	4	Red brown slightly gravelly fine to medium SAND with occasional cobbles of sandstone. Gravel is fine to coarse subangular and subrounded quartzite and sandstone. Below 3.00m, becoming weakly cemented.	WEATHERED WILDMOOR SANDSTONE	

Excavation				Dimensions		Groundwater	
Date Excavated	20/10/03	Date Backfilled	20/10/03		None encountered during excavation.		
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP6



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Trial Pit TP7

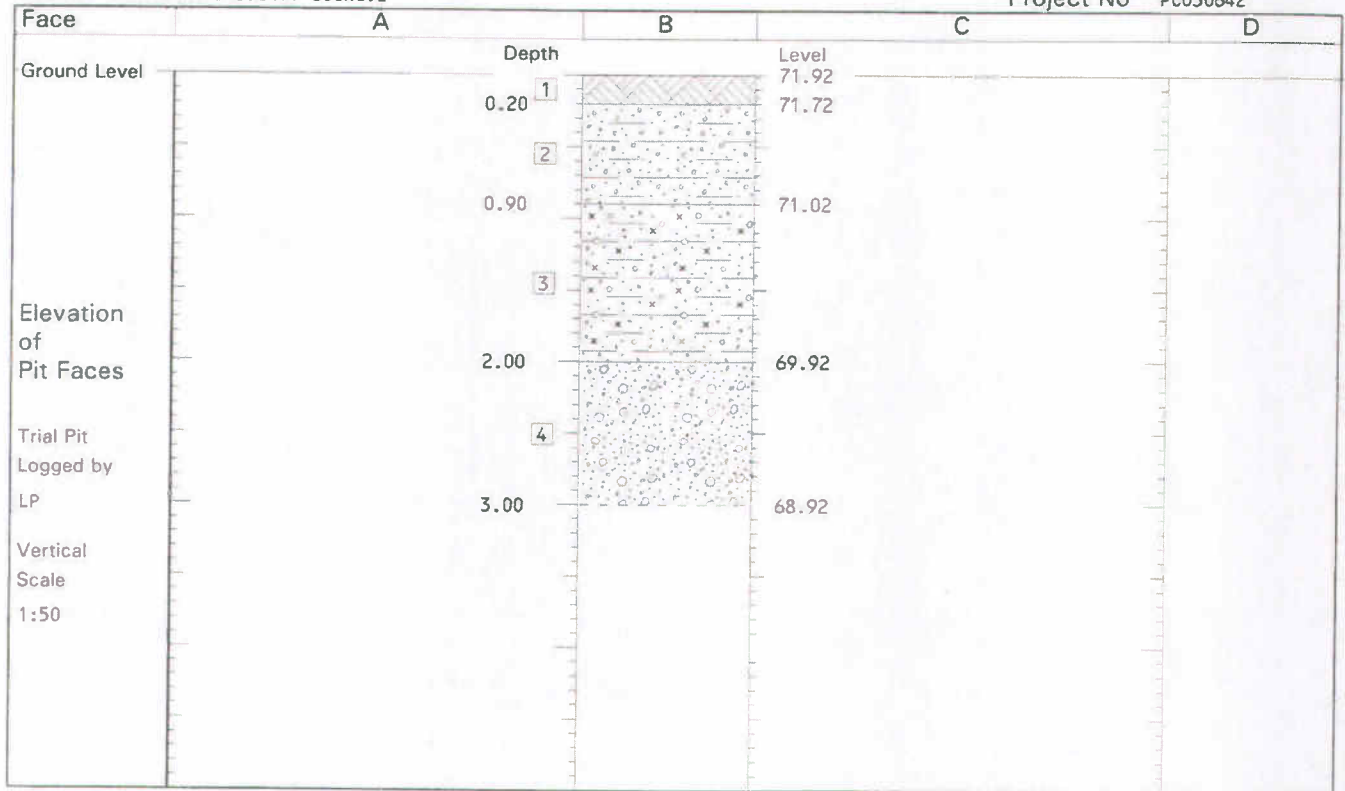
Coordinates 350977.3E 316417.0N

Client SHROPSHIRE COUNTY COUNCIL

Project No

National Grid

PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
			0.20	1	Brown very sandy gravelly TOPSOIL. Sand is fine. Gravel is fine to coarse of various lithologies.	TOPSOIL
0.20 - 0.90	B		0.90	2	Very stiff fissured brown slightly sandy gravelly CLAY. Sand is fine. Gravel is medium and coarse subangular siltstone and subrounded quartzite.	GLACIAL CLAY
0.90 - 1.90	B		2.00	3	Very stiff red brown sandy gravelly CLAY with occasional cobbles of sandstone. Sand is fine to medium. Gravel is fine to coarse subangular and subrounded siltstone, sandstone and quartzite.	GLACIAL CLAY
2.00 - 3.00	B		3.00	4	Red brown slightly gravelly fine to medium SAND with frequent tabular cobbles and boulders of sandstone. Gravel is fine to coarse subrounded siltstone, quartzite and sandstone.	WEATHERED WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	20/10/03	Date Backfilled	20/10/03		None encountered during excavation.		
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP7



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

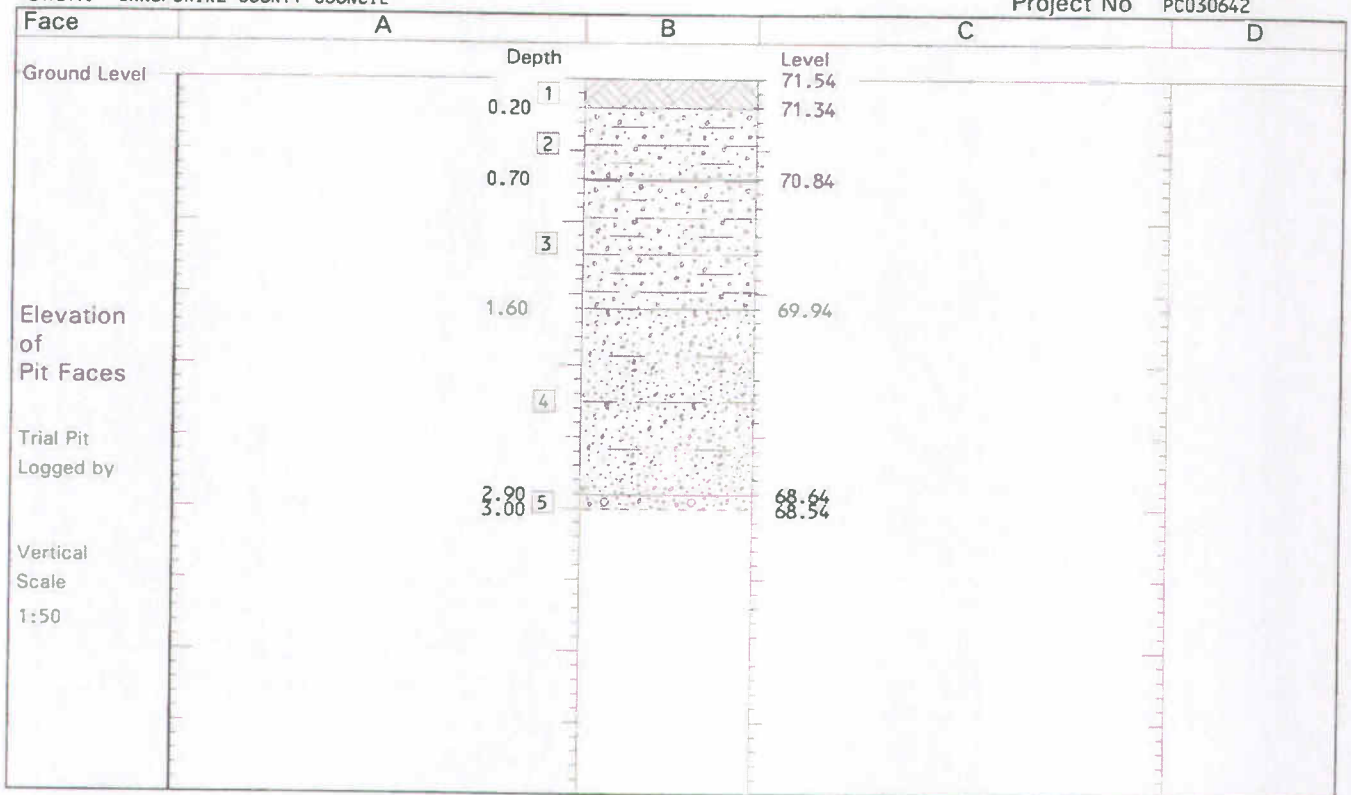
Trial Pit TP8

Coordinates 351023.2E 316402.3N

National Grid

Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL



Samples and Tests			Strata				Geologist Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
			0.20	1	Brown sandy gravelly TOPSOIL. Sand is fine. Gravel is fine to coarse subrounded quartzite and siltstone and mudstone.	TOPSOIL	
0.20 - 0.70	B		0.70	2	Very stiff brown very sandy slightly gravelly CLAY with occasional rootlets, sand is fine. Gravel is fine to medium subrounded and subangular quartzite and mudstone.	GLACIAL CLAY	
0.70 - 1.50	B		1.60	3	Very stiff red brown sandy slightly gravelly to gravelly CLAY. Sand is fine to medium. Gravel is fine to coarse subrounded and subangular quartzite and sandstone.	GLACIAL CLAY	
1.60 - 2.60	B		2.90	4	Red brown slightly clayey gravelly fine to medium SAND with rare boulders of sandstone. Gravel is fine to coarse subrounded quartzite and subangular sandstone.	WEATHERED WILDMOOR SANDSTONE	
2.90 - 3.00	B		3.00	5	Orange brown slightly gravelly fine to medium SAND with occasional cobbles of sandstone. Gravel is coarse angular sandstone.	WEATHERED WILDMOOR SANDSTONE	

Excavation				Dimensions		Groundwater	
Date Excavated	20/10/03	Date Backfilled	20/10/03			Not encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.



Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP8



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

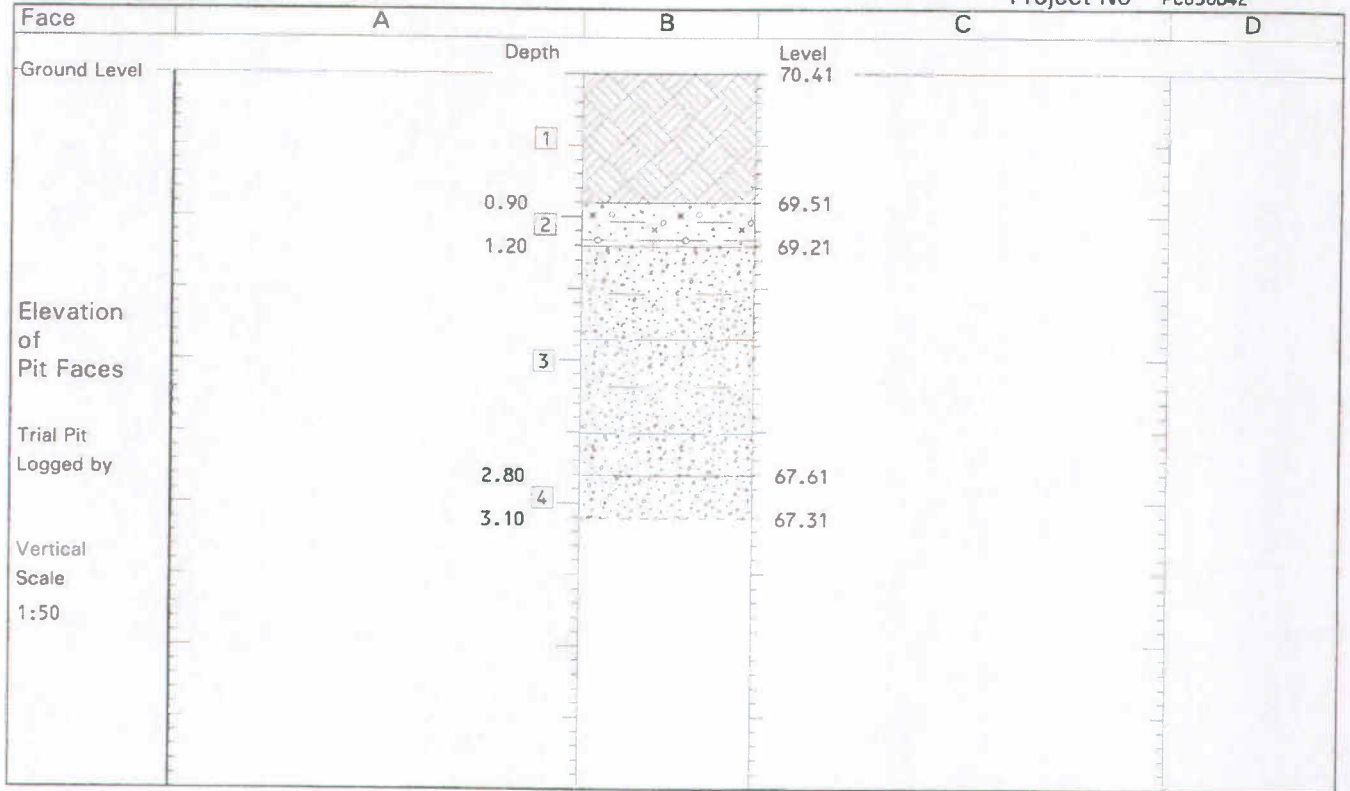
Trial Pit TP9

Coordinates 350999.7E 316444.1N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata				Geological Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
0.20 - 0.90	B		0.90	1	Brown orange very sandy TOPSOIL. Sand is fine. Gravel is fine to coarse subangular and subrounded siltstone and quartzite.	TOPSOIL	
0.90 - 1.20	B		1.20	2	Stiff red brown sandy gravelly CLAY with frequent cobbles of sandstone. Sand is fine to medium. Gravel is fine to coarse subangular and subrounded siltstone, quartzite and occasional mudstone.	GLACIAL CLAY	
1.20 - 2.80	B		2.80	3	Red brown slightly clayey slightly gravelly fine to medium SAND. Gravel is fine to medium occasionally coarse subangular and subrounded siltstone and quartzite.	WEATHERED WILDMOOR SANDSTONE	
2.80 - 3.10	B		3.10	4	Red brown gravelly fine to medium SAND. Gravel is medium and coarse angular tabular sandstone.	WEATHERED WILDMOOR SANDSTONE	

Excavation				Dimensions		Groundwater	
Date Excavated	20/10/03	Date Backfilled	20/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP9



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

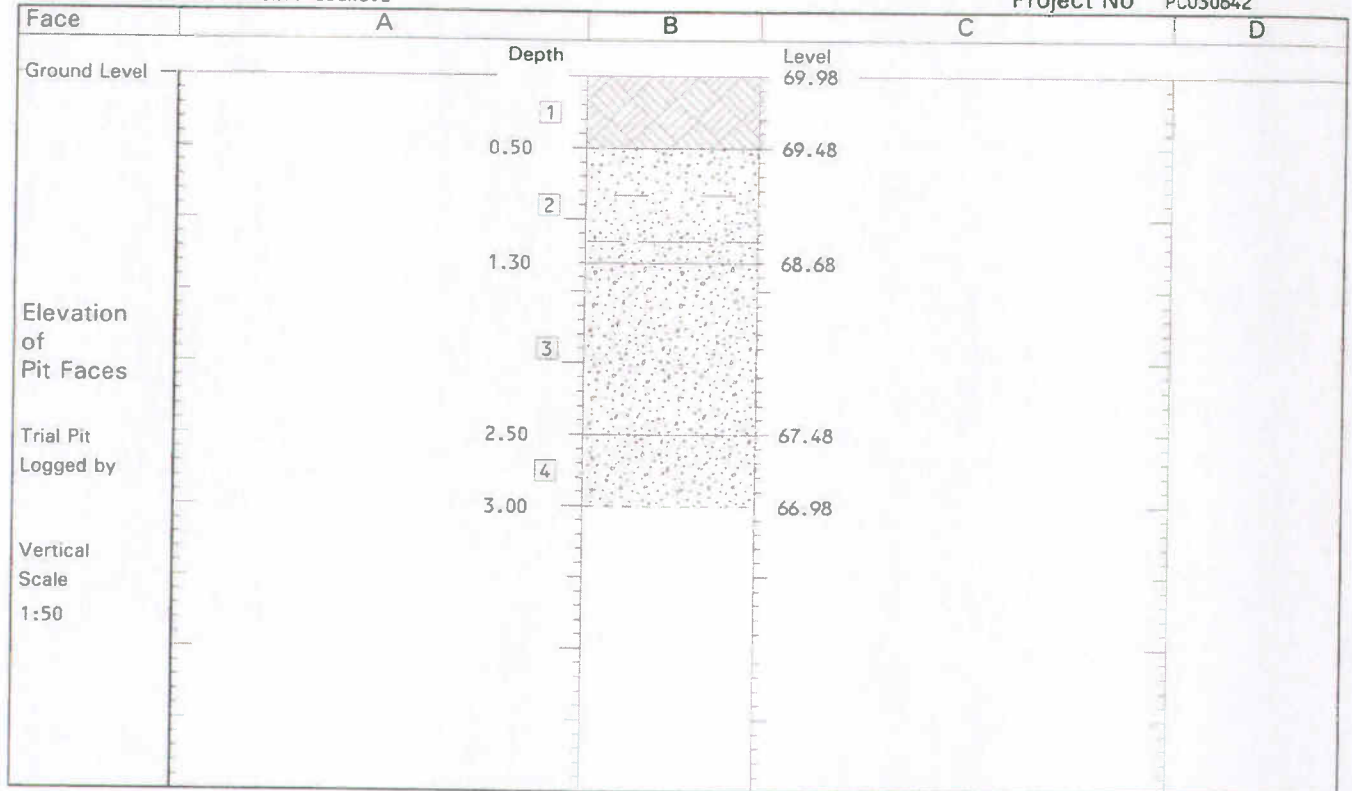
Trial Pit TP10

Coordinates 351072.6E 316412.8N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata				Geological Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
0.10	J		0.50	1	Brown sandy slightly gravelly TOPSOIL. Sand is fine. Gravel is fine to coarse subangular sandstone.	TOPSOIL	
0.50 - 1.30	B		1.30	2	Red brown slightly clayey occasionally weakly cemented fine to medium SAND.	POSSIBLE ALLUVIUM	
1.30 - 2.00	B		2.50	3	Red brown gravelly fine to medium SAND. Gravel is medium and coarse angular sandstone.	WEATHERED WILDMOOR SANDSTONE	
2.00 - 3.00	J		2.50	3			
2.50 - 3.00	B		3.00	4	Red brown very gravelly medium SAND. Gravel is coarse angular sandstone.	WEATHERED WILDMOOR SANDSTONE	

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP10



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

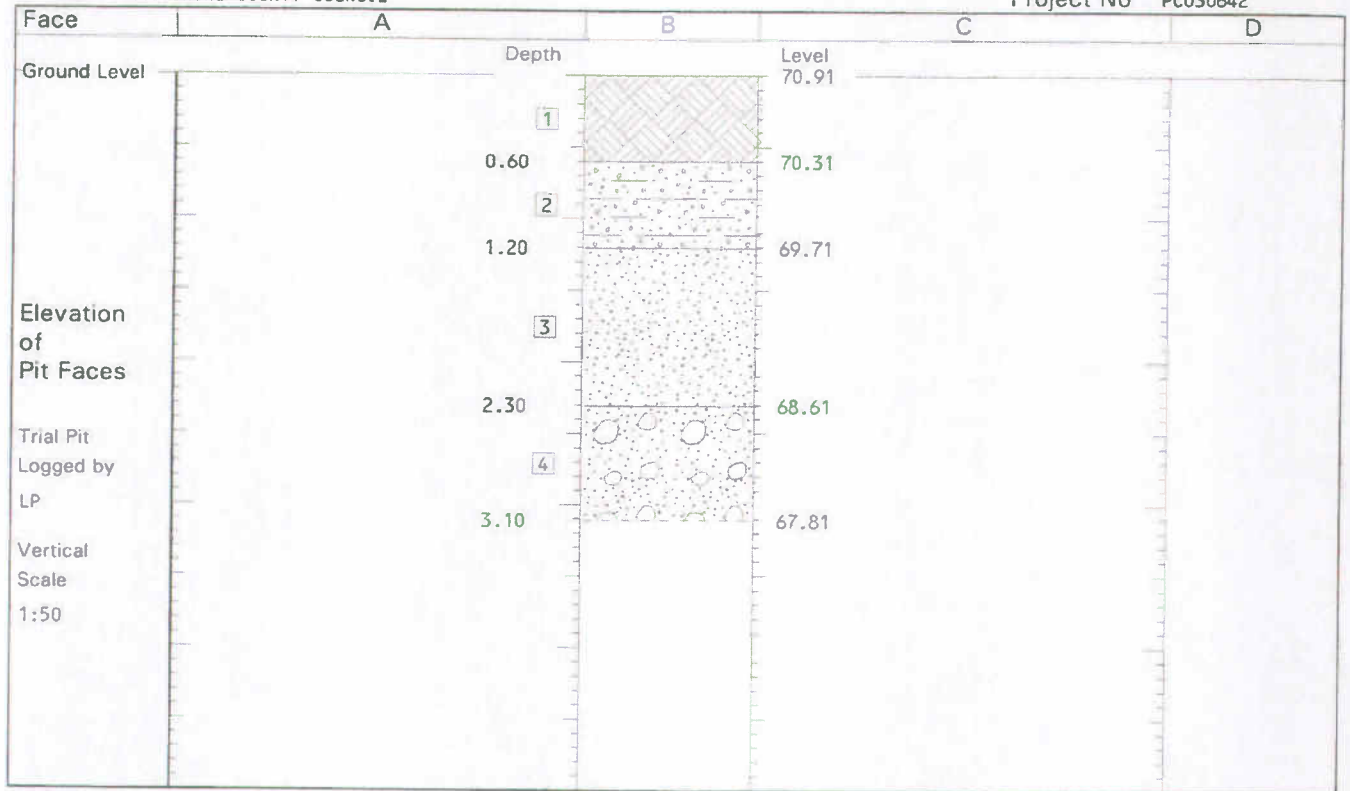
Trial Pit TP11

Coordinates 350914.7E 316483.4N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
0.20	J		0.60	1	Brown sandy slightly gravelly TOPSOIL. Sand is fine. Gravel is medium and coarse angular sandstone. At 0.50m, occasional boulders.	TOPSOIL
0.60 - 1.20	B		1.20	2	Very stiff brown orange grey sandy gravelly CLAY. Sand is fine to medium. Gravel is fine to medium subrounded quartzite and subangular sandstone.	GLACIAL CLAY
1.20 - 2.20 2.30	B J		2.30	3	Red brown occasionally weakly cemented fine to medium SAND.	WEATHERED WILDMOOR SANDSTONE
2.50 - 3.10	B		3.10	4	Red brown gravelly medium to coarse SAND. Gravel is medium and coarse tabular sandstone. Below 2.50m, occasional cobbles.	WEATHERED WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TPII



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

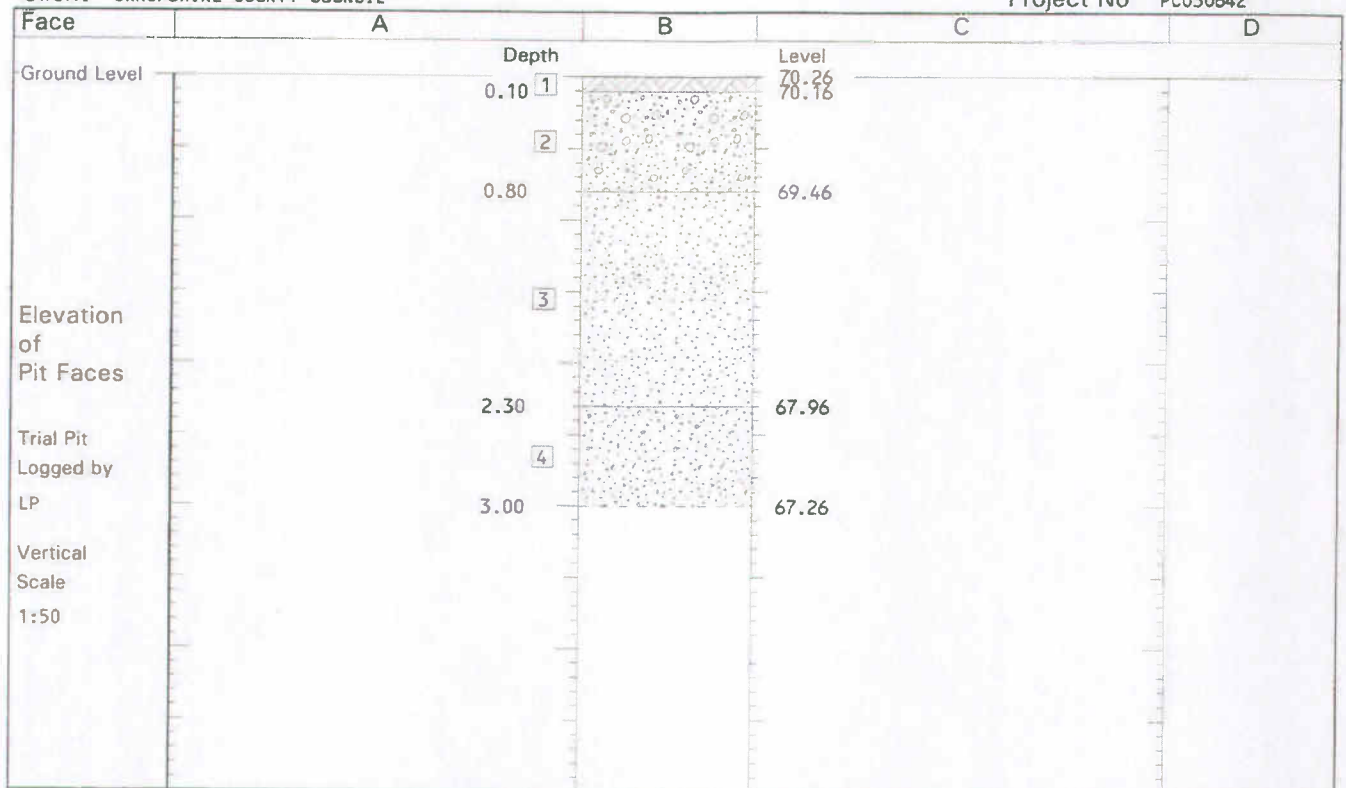
Trial Pit TP12

Coordinates 350946.0E 316480.5N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
			0.10	1	Brown sandy TOPSOIL. Sand is fine.	TOPSOIL
0.10 - 0.80	B		0.80	2	Light brown slight orange very gravelly fine SAND with occasional cobble of sandstone. Gravel is fine to coarse subrounded to angular quartzite and sandstone.	POSSIBLE ALLUVIUM
0.80 - 1.80	B J		2.30	3	Red brown fine to medium SAND with frequent weakly cemented coarse gravel size pockets.	WEATHERED WILDMOOR SANDSTONE
2.30 - 2.90	B J		3.00	4	Red brown gravelly fine to medium SAND. Gravel is coarse angular tabular sandstone.	WEATHERED WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.



Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP12



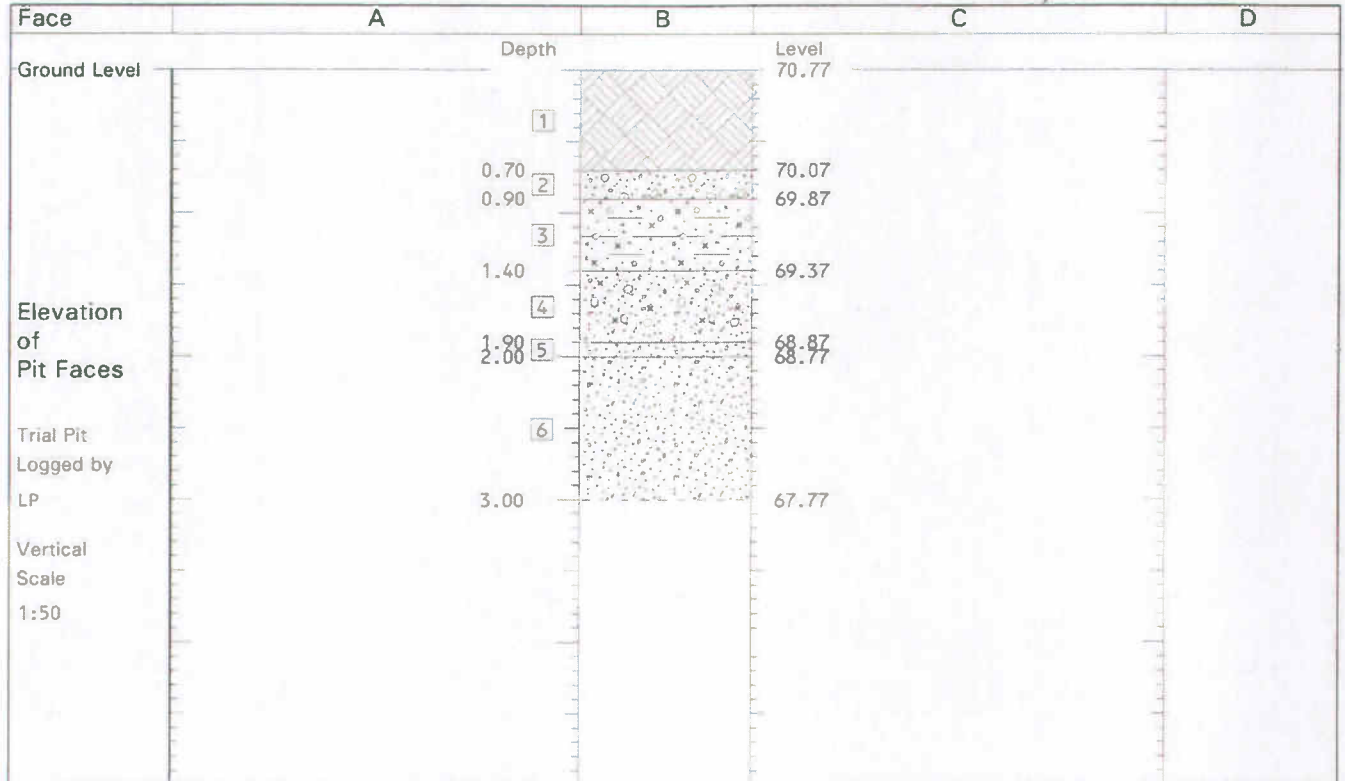
TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Trial Pit **TP13**
 Coordinates 350971.9E 316456.0N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
0.20	J		0.70	1	Brown sandy slightly gravelly TOPSOIL with occasional cobbles of sandstone. Gravel is fine to coarse subangular sandstone and rare quartzite.	TOPSOIL
0.70 - 0.90	B		0.90	2	Brown very gravelly fine to medium SAND with many cobble of sandstone. Gravel is medium and coarse angular sandstone.	POSSIBLE ALLUVIUM
0.90 - 1.40	B		1.40	3	Very stiff red brown slightly sandy gravelly CLAY with occasional cobbles of sandstone. Sand is fine to medium. Gravel is medium to coarse subangular sandstone.	GLACIAL CLAY
1.40 - 1.90	B		1.90	4	Red brown slightly clayey gravelly medium to coarse SAND with occasional cobble of sandstone. Gravel is medium and coarse subangular sandstone.	WEATHERED WILDMOOR SANDSTONE
1.90	J		2.00	5	Red brown slightly gravelly fine to medium SAND with occasional weakly cemented pockets. Gravel is fine to medium subrounded quartzite.	WEATHERED WILDMOOR SANDSTONE
2.00 - 3.00	B		3.00	6	Red brown slightly gravelly fine to medium SAND. Gravel is fine to coarse subangular weak sandstone.	WEATHERED WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.



Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP13



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

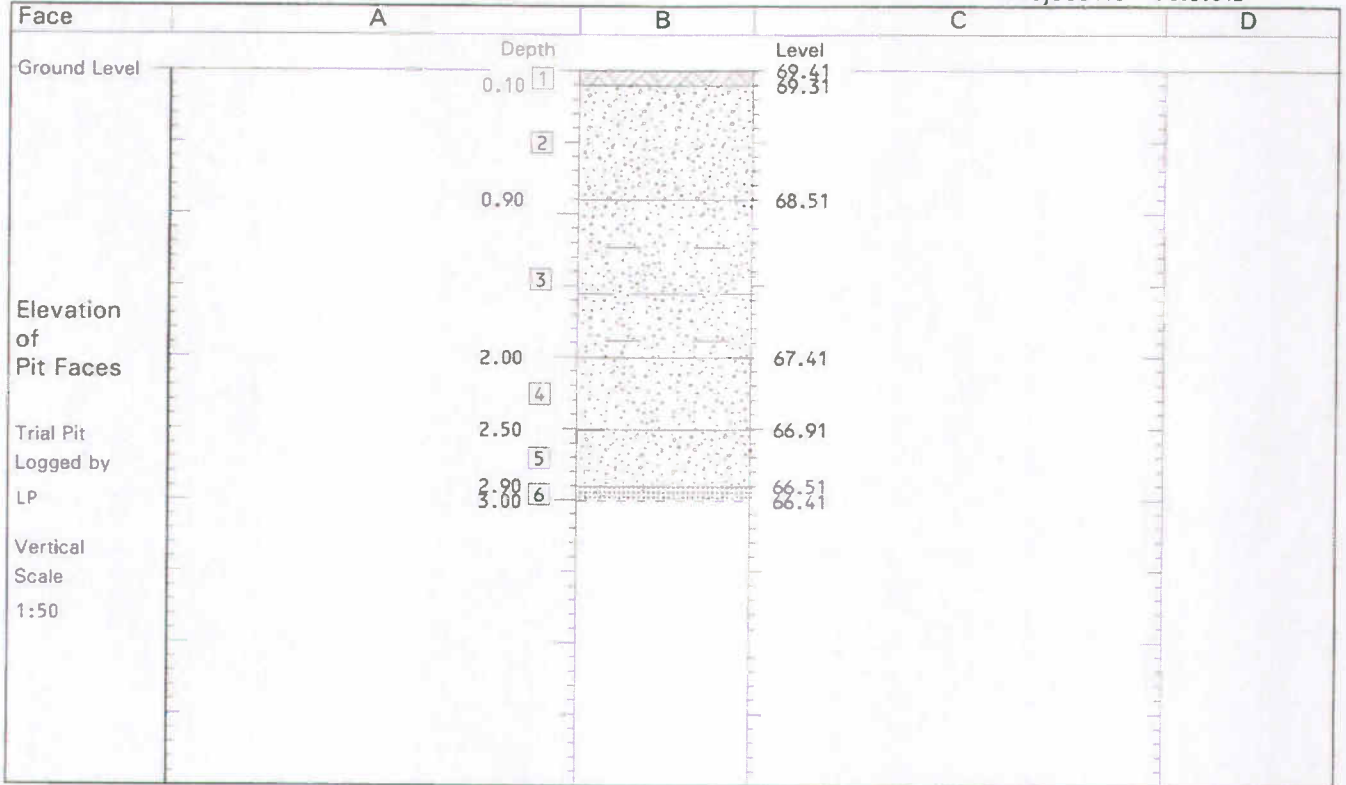
Trial Pit TP14

Coordinates 351000.0E 316466.3N

National Grid

Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
			0.10	1	Brown sandy TOPSOIL. Sand is fine.	TOPSOIL
0.20	J		0.90	2	Brown slightly gravelly occasionally weakly cemented fine SAND. Gravel is fine to coarse angular sandstone with rare quartzite.	POSSIBLE ALLUVIUM
0.90 - 1.90	B		2.00	3	Red brown slightly clayey occasionally weakly cemented fine to medium SAND.	WEATHERED WILDMOOR SANDSTONE
2.00	J		2.50	4	Red brown fine to medium SAND with frequent weakly cemented coarse gravel size pockets.	WEATHERED WILDMOOR SANDSTONE
2.50 - 2.90	B		2.90	5	Red brown gravelly fine to medium SAND. Gravel is weak medium and coarse tabular sandstone.	WEATHERED WILDMOOR SANDSTONE
2.90	J		3.00	6	Weak red brown fine grained SANDSTONE.	WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP14



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

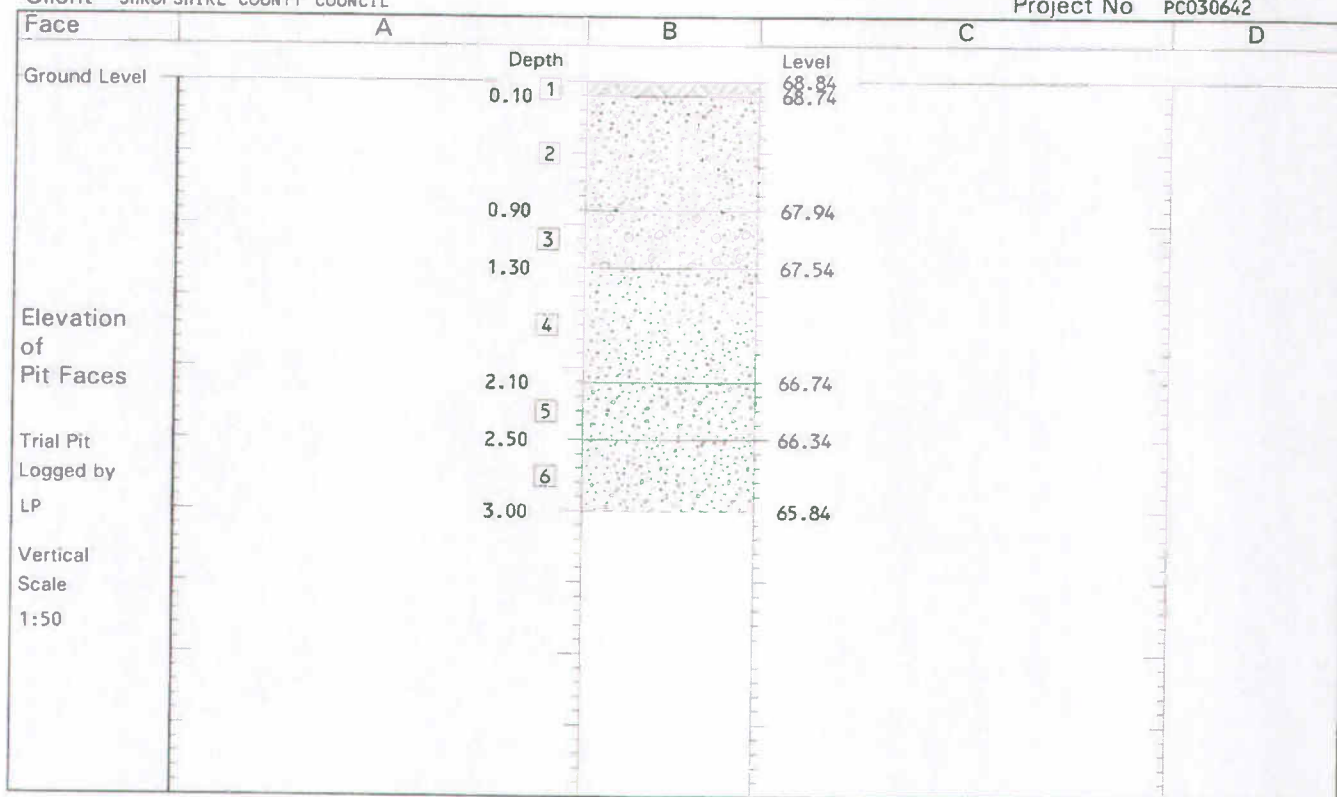
Trial Pit TP15

Coordinates 351026.3E 316460.0N

Client SHROPSHIRE COUNTY COUNCIL

National Grid

Project No PC030642



Samples and Tests			Strata				Geological Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
0.10	J		0.10	1	Brown sandy TOPSOIL. Sand is fine .	TOPSOIL	
			0.90	2	Brown gravelly fine SAND with occasional weakly cemented pockets. Gravel is fine to coarse subrounded quartzite and coarse angular sandstone.	POSSIBLE ALLUVIUM	
0.90 - 1.30	B		1.30	3	Brown very gravelly coarse SAND with occasional cobble of sandstone. Gravel is fine to coarse subangular sandstone and subrounded quartzite.	WEATHERED WILDMOOR SANDSTONE	
1.30 - 2.10	B		2.10	4	Red brown fine to medium SAND with occasional cobble size weakly cemented pockets.	WEATHERED WILDMOOR SANDSTONE	
2.10	J		2.50	5	Red brown gravelly fine to medium SAND. Gravel is medium to coarse angular sandstone.	WEATHERED WILDMOOR SANDSTONE	
2.50 - 3.00	B		3.00	6	Red brown very gravelly medium to coarse SAND. Gravel is medium to coarse angular tabular sandstone.	WEATHERED WILDMOOR SANDSTONE	

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP15



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

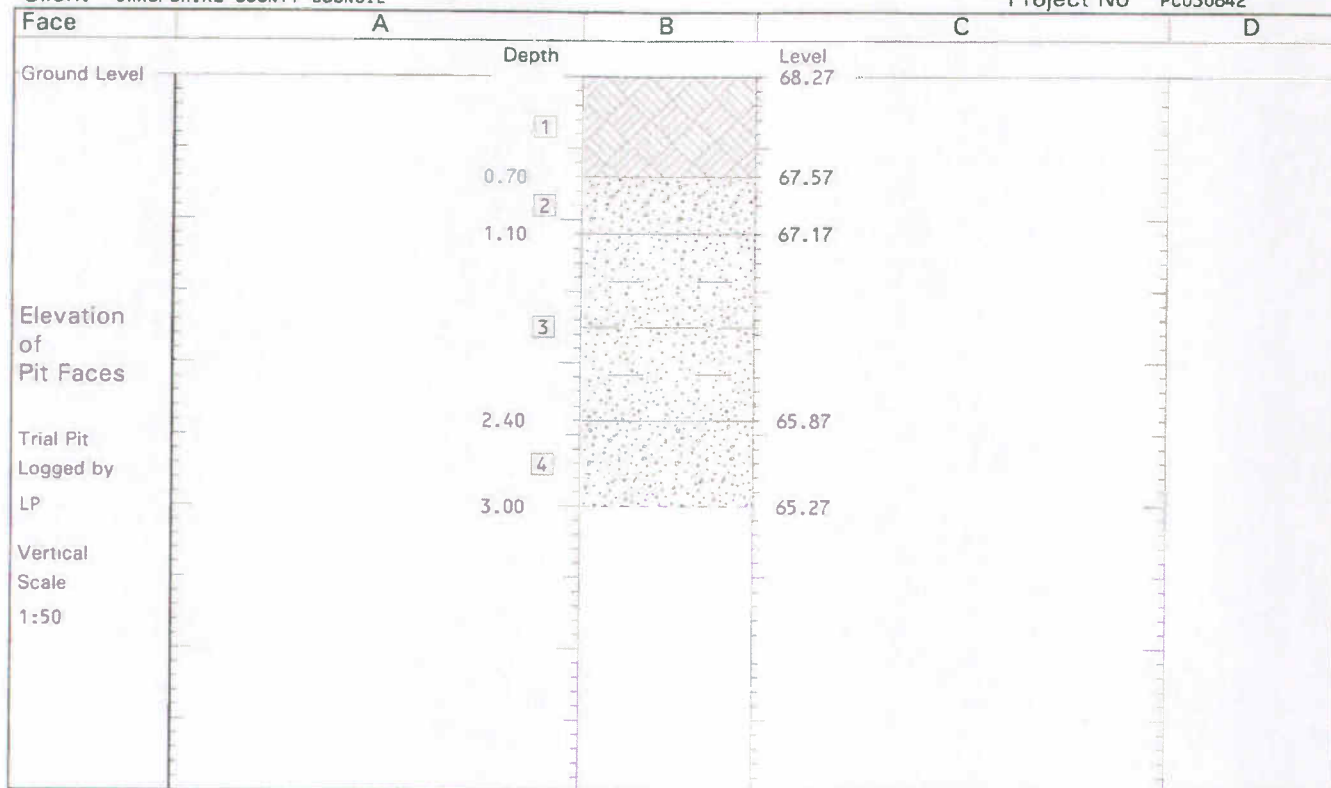
Trial Pit TP16

Coordinates 351085.6E 316445.2N

Client SHROPSHIRE COUNTY COUNCIL

Project No

National Grid
PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
0.20	J		0.70	1	Brown sandy gravelly TOPSOIL with occasional cobble of sandstone. Gravel is medium and coarse subrounded and subangular quartzite and sandstone.	TOPSOIL
0.70 - 1.10	B		1.10	2	Brown gravelly coarse SAND. Gravel is fine to coarse subangular and subrounded quartzite and tabular sandstone.	POSSIBLE ALLUVIUM
1.10 - 2.00 2.00	B J		2.40	3	Red brown locally slightly clayey fine to medium SAND.	WEATHERED WILDMOOR SANDSTONE
2.40 - 3.00	B		3.00	4	Red brown gravelly medium to coarse SAND. Gravel is medium and coarse angular tabular sandstone.	WEATHERED WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP16



Project : SHREWSBURY BATTLEFIELD
Project No : PC030642
Site : SHREWSBURY BATTLEFIELD IWMF
Trench No : SHREWSBURY BATTLEFIELD IWMF
Date : 20/08/2018
By : [Signature]



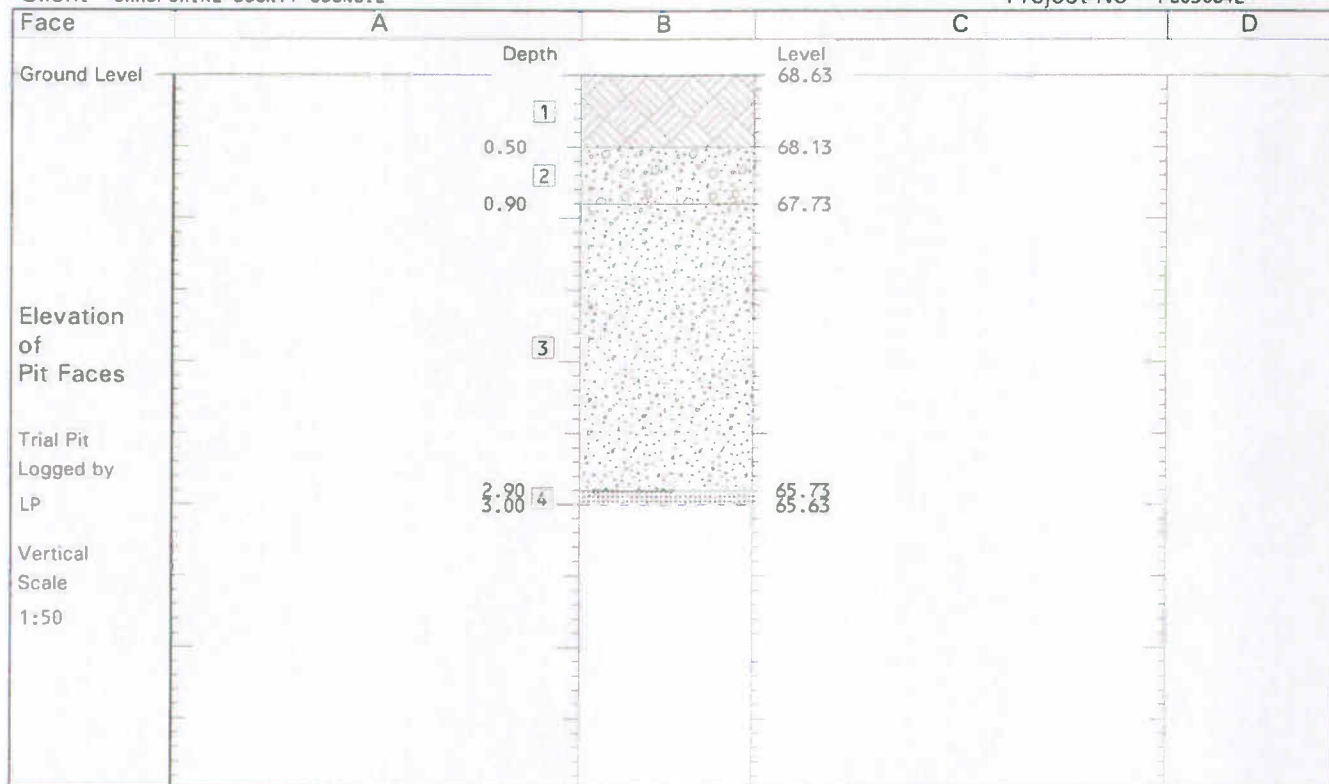
TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Trial Pit **TP17**
 Coordinates **351024.3E 316488.4N**
 National Grid
 Project No **PC030642**

Client SHROPSHIRE COUNTY COUNCIL



Samples and Tests			Strata				Geological Classification
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description		
0.20	J		0.50	1	Brown sandy gravelly TOPSOIL. Sand is fine. Gravel is fine to coarse subangular and angular sandstone.	TOPSOIL	
0.50 - 0.90	B		0.90	2	Brown very gravelly fine SAND with many cobbles of sandstone. Gravel is fine to coarse subangular and subrounded sandstone and quartzite.	POSSIBLE ALLUVIUM	
0.90 - 1.90 2.00 2.10 - 2.90 2.90	B J B J		2.90	3	Red brown gravelly fine to medium SAND. Gravel is medium and coarse angular sandstone.	WEATHERED WILDMOOR SANDSTONE	
			3.00	4	Weak red brown fine to medium grained SANDSTONE.	WILDMOOR SANDSTONE	

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TPI7



TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

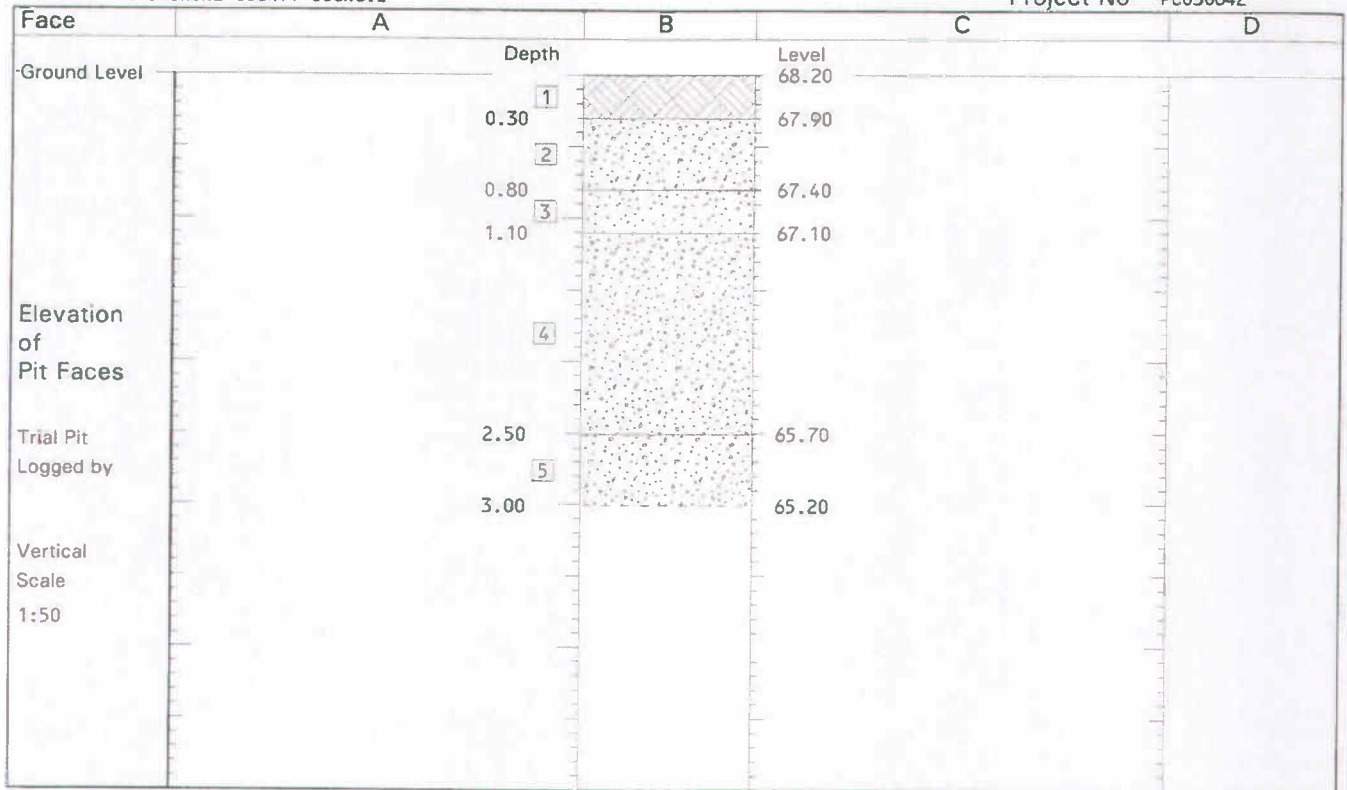
Trial Pit TP18

Coordinates 351066.9E 316467.6N

Client SHROPSHIRE COUNTY COUNCIL

Project No

National Grid
PC030642



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geological Classification
0.10	J		0.30	1	Brown sandy gravelly TOPSOIL. Sand is fine. Gravel is fine to coarse subangular sandstone and quartzite.	TOPSOIL
0.30 - 0.80	B J		0.80	2	Brown very gravelly fine SAND with occasional cobbles of sandstone. Gravel is fine to coarse subangular and subrounded sandstone and quartzite.	POSSIBLE ALLUVIUM
			1.10	3	Orange red brown occasionally weakly cemented fine SAND.	WEATHERED WILDMOOR SANDSTONE
1.10 - 1.20	B J		2.50	4	Red brown slightly gravelly fine to medium SAND. Gravel is medium and coarse angular sandstone.	WEATHERED WILDMOOR SANDSTONE
2.50 - 3.00	B		3.00	5	Red brown very gravelly medium to coarse SAND. Gravel is medium and coarse tabular sandstone.	WEATHERED WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.

geotechnics

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TP18



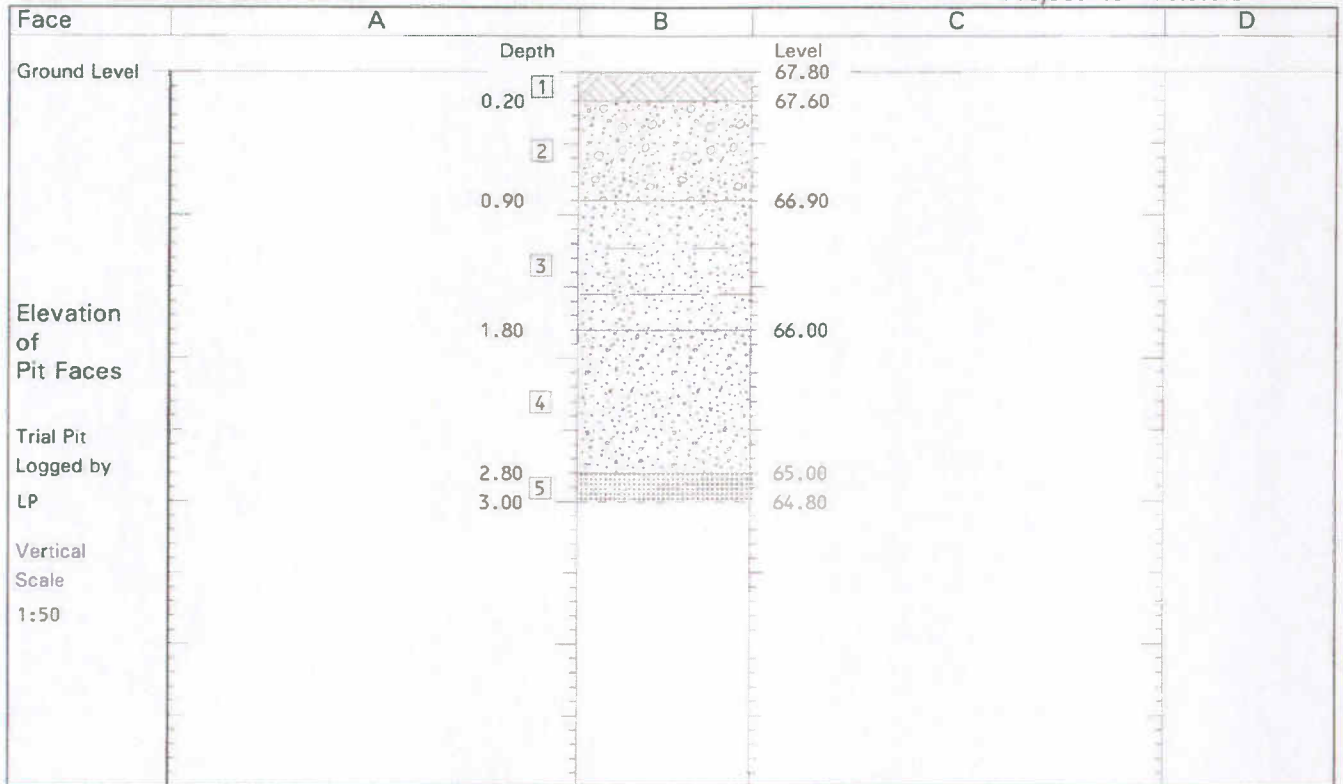
TRIAL PIT RECORD

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Trial Pit **TP19**
 Coordinates 351105.0E 316462.2N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL



Samples and Tests			Strata			
Depth	Type	Strength kN/m ²	Face B Depth	Stratum Number	Description	Geology Classification
0.10	J		0.20	1	Brown sandy TOPSOIL. Sand is fine.	TOPSOIL
0.20 - 0.90	B		0.90	2	Brown very gravelly fine SAND with occasional cobbles of sandstone. Gravel is fine to coarse subangular sandstone.	POSSIBLE ALLUVIUM
0.90 - 1.80	B J		1.80	3	Red brown slightly clayey fine to medium SAND.	WEATHERED WILDMOOR SANDSTONE
2.20 - 2.80	B J		2.80	4	Red brown gravelly fine to medium SAND. Gravel is medium and coarse angular tabular sandstone.	WEATHERED WILDMOOR SANDSTONE
			3.00	5	Weak red brown fine grained SANDSTONE.	WILDMOOR SANDSTONE

Excavation				Dimensions		Groundwater	
Date Excavated	21/10/03	Date Backfilled	21/10/03			None encountered during excavation.	
Plant	JCB 3CX						
Shoring	None.						
Stability	Stable during excavation.						

Remarks Trial pit terminated at scheduled depth, as specified by the Engineer.



Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

PHOTOGRAPHS

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

TPI9



APPENDIX 5

CABLE PERCUSSION BOREHOLE RECORDS

BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH1**
 Coordinates 350918.9E 316356.8N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
0.50 - 1.00	B						Brown occasionally weakly cemented fine SAND/TOPSOIL with frequent red brown clay pockets.	G.L.		73.41
1.00	E						Stiff red brown slightly sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is fine to medium subangular sandstone and mudstone with subrounded quartzite. GLACIAL CLAY	0.90		72.51
1.30 - 2.00	J U40	1.50	DRY	99	15.0					
2.00	J E						Firm becoming stiff red brown very sandy slightly gravelly CLAY with many sand bands. Sand is fine to medium. Gravel is fine to medium subrounded and subangular quartzite. GLACIAL CLAY	2.30		71.11
2.00	J E									
2.30	J									
2.50 - 2.95 2.50 - 2.95 2.50 - 3.00 3.00	J S B E	2.50	DRY		10.0	24				
3.30 - 3.95	J U70	3.50	DRY	248	12.0		Very stiff red brown slightly sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is fine to medium occasional coarse subangular sandstone with occasional mudstone. GLACIAL CLAY	3.30		70.11
4.00	J E						Very weak to weak red brown fine to medium grained SANDSTONE. Recovered as angular gravel. WILDMOOR SANDSTONE	4.20		69.21
4.00	J E									
4.30	J									
4.30	J									
4.50 - 4.75	J S L B				6.0	50/115				
4.50 - 4.75 4.50 - 5.00	J S L B C	4.70	DRY			75*/110				
5.00								5.00		68.41

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	aw (A) Date pn (P)	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20 5.00	150mm	Inspection Pit. Cable Percussion.	AJL AJL	Start 5.00 End	4.70	DRY	13/10/03 A 13/10/03 P					None encountered during boring.

Remarks
 Inspection Pit hand excavated to 1.20m.
 50mm Standpipe installed, to 5.00m slotted pipe and gravel filter 5.00-1.00m, plain pipe 1.00m-G.L., bentonite 1.00-0.20m, concrete cover 0.20-G.L.
 Falling Head Permeability test carried out.
 Standing awaiting position to be marked out 1.5hrs.
 Chiselling 4.80-5.00m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH2**
 Coordinates 350915.4E 316371.1N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
0.50 - 1.00	B						TOPSOIL.	G.L.		73.08
1.00	E						Very stiff red brown slightly sandy CLAY. Sand is fine (desiccated). GLACIAL CLAY	0.40		72.68
1.30 - 2.00	J U40	1.50	DRY	100	15.0		Stiff red brown slightly sandy gravelly CLAY. Sand is fine. Gravel is medium and coarse medium grained sandstone. GLACIAL CLAY	1.30		71.78
2.00 - 2.30	J E						Firm red brown sandy CLAY. Sand is fine to medium. GLACIAL CLAY	2.00		71.08
2.30 - 2.50	J S	2.50	DRY			50/50	Weak red brown clayey fine to medium grained SANDSTONE. Recovered as subangular gravel and cobbles. Occasional quartzite clasts. POSSIBLE BOULDER	2.50		70.58
2.50 - 3.00	J B			9.0						
2.50 - 3.00	J B									
3.30 - 3.50	J U100	3.20	DRY	128V	7.0		Stiff red brown sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is moderately weak sandstone. GLACIAL CLAY	3.30		69.78
3.90 - 4.00	J S	4.00	DRY			50/125	Very weak to weak red brown fine to medium grained SANDSTONE. Recovered as fine to medium sand and gravel sized fragments. Gravel is fine to coarse subrounded quartzite and subangular sandstone. WILDHOOR SANDSTONE	3.70		69.38
4.00 - 4.24	J B									
4.00 - 4.50	J C	4.30	DRY			50/45				
4.50								4.50		68.58

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20 4.50	150mm	Inspection Pit. Cable Percussion.	AJL AJL	Start 4.50 End	4.30	DRY	13/10/03 13/10/03					None encountered during boring.

Remarks Inspection Pit hand excavated to 1.20m. Borehole backfilled on completion. Chiselling 2.60-3.0m for 1.25 hrs and 4.30-4.50m for 0.50 hrs.



Logged by: LP

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

Scale: 1:50

BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH3**
 Coordinates 350891.6E 316392.2N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
							TOPSOIL.**	G.L.		73.51
0.40 - 0.70	B						Pale brown slightly gravelly slightly clayey fine to medium SAND. Gravel is medium to coarse angular sandstone and rare mudstone. GLACIAL SAND & GRAVEL	0.30		73.21
0.90	J									
1.30 - 1.50	J U50	1.50	DRY	40	15.0		Firm becoming stiff red brown sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is fine to medium subangular and subrounded quartzite. GLACIAL CLAY	1.10		72.41
1.95 - 2.00	J									
2.50 - 2.95 2.50 - 2.95 2.50 - 3.00	J S B	2.50	DRY			22	Medium dense and red brown fine to medium SAND/weakly cemented weak sandstone (probable boulder). Stiff becoming very stiff red brown slightly gravelly sandy CLAY. Gravel is fine to coarse subangular sandstone and subrounded quartzite. Sand is fine. GLACIAL CLAY	2.40		71.11
3.20	J					10.0			2.70	
3.50 - 4.00 3.50 - 3.95 3.50 - 3.95	B S J	3.20	DRY			39	Dense becoming very dense red brown occasionally weakly cemented fine to medium SAND. WEATHERED WILDMOOR SANDSTONE	3.50		70.01
4.20	J									
4.50 - 4.95 4.50 - 4.95 4.50 - 5.00	J S B	4.50	DRY			50/295				
5.30 - 5.30	J S	5.30	DRY			50/70	Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	5.10		68.41
								5.30		68.21

Boring				Progress				Groundwater				Remarks on Groundwater
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	as (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	
1.20 5.30	150mm	Inspection Pit. Cable Percussion.	GGH GGH	Start 5.30 End	5.30		13/10/03 13/10/03 13/10/03					None encountered during boring.

Remarks
 Inspection Pit hand excavated to 1.20m.
 Borehole backfilled on completion.
 ** Drillers description.
 Chiselling 5.10-5.30m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH4**
 Coordinates 350916.0E 316384.1N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	M t	SPT N	Description	Depth	Legend	Level OD.
0.50	E J B				10.0		TOPSOIL.	G.L.		73.11
0.50							0.20	72.91		
0.50 - 1.00							1.10	72.01		
1.30	J U40	1.50	DRY	83	15.0		Stiff becoming very stiff red brown slightly sandy slightly gravelly CLAY with occasional black speckling. Sand is fine. Gravel is fine to coarse subangular sandstone and occasional subrounded quartzite. GLACIAL CLAY			
1.50										
1.50 - 1.95										
2.00	J									
2.30	J S B	2.50	DRY							
2.50										
2.50 - 2.95										
2.50 - 3.00										
3.30	J U100F									
3.50										
3.50 - 3.95										
3.50 - 4.00										
4.00	C	4.00	DRY			50/65 50/55	Dense red brown occasionally slightly clayey medium SAND with rare cobble of blue grey sandstone. WEATHERED WILDMOOR SANDSTONE	3.60		69.51
4.00										
4.00 - 4.50										
4.00 - 4.14										
4.50 - 4.55							Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	4.00		69.11
								4.50		68.61

Boring				Progress				Groundwater				Remarks on Groundwater
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) Date pm (P)	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	
1.20 4.50	150mm	Inspection Pit. Cable Percussion.	AJL AJL	Start 4.50 End	4.30	DRY	14/10/03 A 14/10/03 14/10/03					None encountered during boring.

Remarks Inspection Pit hand excavated to 1.20m. Borehole backfilled on completion. Chiselling 3.50-4.10m for 1.25 hrs and 4.30-4.50m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH5**
 Coordinates 350939.9E 316373.1N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level 00
0.50 - 1.00	B						TOPSOIL. Brown slightly clayey occasionally weakly cemented fine to medium SAND. GLACIAL SAND & GRAVEL	G.L. 0.20		72.96 72.76
1.30 - 1.50	J U20	1.50	DRY	52	14.0		Firm becoming stiff red brown very sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is medium angular sandstone. GLACIAL CLAY	1.30		71.66
2.00 - 2.30	J									
2.50 - 2.95 2.50 - 2.95 2.50 - 3.00	J S B	2.50	DRY		13.0	31				
3.30 - 3.50	J U100	3.20	DRY		6.0		Stiff red brown slightly gravelly CLAY with occasional cobbles of limestone. Gravel is fine to medium subrounded quartzite. At 4.10 to 4.20 boulder/possible bed rock.	4.00		68.96
4.00 - 4.25	C	4.20	DRY			50/15			4.20	

Boring				Progress				Groundwater				Remarks on Groundwater
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) pm (P) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	
1.20 4.20	150mm	Inspection Pit. Cable Percussion	AJL AJL	Start 4.20 End	4.20	DRY	16/10/03 16/10/03 16/10/03					None encountered during boring.

Remarks Inspection Pit hand excavated to 1.20m. Borehole backfilled on completion. Chiselling 4.10-4.20m for 1.00 hr.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole BH6
Coordinates 350885.1E 316417.9N
National Grid
Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength KN/m ²	W %	SPT N	Description	Depth	Legend	Level 00
0.40 - 0.80	B				9.0		TOPSOIL.	G.L.		73.44
0.90	J						Pale brown clayey slightly gravelly fine to medium SAND with occasional weakly cemented pockets. Gravel is medium and coarse angular sandstone. GLACIAL SAND & GRAVEL	0.30		73.14
1.20	J							1.00		72.44
1.50 - 1.95	U55	1.50	DRY		13.0		Stiff red brown sandy gravelly CLAY with many sand bands GLACIAL CLAY			
1.95 - 2.00	J						Medium dense red brown clayey gravelly fine to medium SAND. Gravel is fine to medium subrounded quartzite. GLACIAL SAND & GRAVEL	1.95		71.49
2.50 - 2.95	J	2.50	DRY		10.0	26				
2.50 - 3.00	S									
3.10	J						Dense becoming very dense red brown slightly gravelly fine to medium SAND. Gravel is medium angular sandstone. WEATHERED WILDMOOR SANDSTONE	3.10		70.34
3.50 - 3.95	J	3.20	DRY			37				
3.50 - 4.00	S									
4.50 - 4.72	S	4.50	DRY				Very weak to weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	4.50		68.94
4.50 - 4.72	J					50/70				
4.60	J									
4.70 - 4.80	S	4.70	DRY			25/30			4.70	

Boring				Progress				Groundwater				Remarks on Groundwater
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	as (A) or (P) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	
1.20 4.70	150mm	Inspection Pit. Cable Percussion.	GGH GGH	Start 4.70 End	4.70		13/10/03 A 13/10/03 P					None encountered during boring.

Remarks Inspection Pit hand excavated to 1.20m. Borehole backfilled on completion. Chiselling 4.50-4.70m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED


Borehole **BH7**
 Coordinates 350917.6E 316404.9N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata				
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD	
							Brown sandy TOPSOIL.**	G.L.		73.10	
0.40 - 0.70	B				10.0		Light brown clayey slightly gravelly fine to medium SAND with frequent weakly cemented pockets. Gravel is medium to coarse subangular and subrounded mudstone and sandstone. GLACIAL SAND & GRAVEL	0.30		72.80	
0.90	J										
1.40 - 1.50	J U70	1.50	DRY	(26)	15.0		Stiff red brown slightly gravelly sandy CLAY with rare black eyelets. Gravel is fine to coarse subangular siltstone sandstone and mudstone. Sand is fine. GLACIAL CLAY	1.40		71.70	
1.95 - 2.00	J						Medium dense red brown slightly clayey slightly gravelly fine to medium SAND. Gravel is medium subangular and subrounded sandstone. GLACIAL SAND & GRAVEL	2.00		71.10	
2.20	J										
2.50 - 2.95	J S B	2.50	DRY		7.0	27	Medium dense red brown slightly gravelly fine to medium SAND with occasional weakly cemented gravel size pockets. Gravel is medium and coarse subrounded quartzite. GLACIAL SAND & GRAVEL	2.50		70.60	
2.50 - 3.00	S B										
3.20	J						Dense red brown occasionally slightly clayey fine to medium SAND. WEATHERED WILDMOOR SANDSTONE	3.50		69.60	
3.50 - 3.95	J S B	3.20	DRY			33					
3.50 - 4.00	S B						Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	4.30		68.80	
4.10	J										
4.50 - 4.51	J S J	4.50	DRY			50/10		4.50		68.60	
4.50 - 4.51	S J										

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20	150mm	Inspection Pit.	GGH	Start			13/10/03					None encountered during boring.
4.50		Cable Percussion.	GGH	4.50	4.50		A13/10/03					
				End			13/10/03					

Remarks Inspection Pit hand excavated to 1.20m. ** Drillers description. Borehole backfilled on completion. Chiselling 4.30-4.70m for 0.50 hrs.											
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Logged by: LP

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

Scale: 1:50

BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH8**
 Coordinates 350946.1E 316391.6N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
0.50 - 1.00	B				11.0		Brown sandy TOPSOIL.**	G.L.		72.83
1.30 - 1.50	J U30	1.50	DRY	95	24.0		Brown clayey slightly gravelly SAND, frequently weakly cemented. Gravel is fine to coarse subangular subrounded sandstone and mudstone. Sand is fine. GLACIAL SAND & GRAVEL	0.20		72.63
2.00 - 2.30	J						Stiff red brown slightly mottled grey CLAY. GLACIAL SAND & GRAVEL	1.20		71.63
2.50 - 2.95	J S	2.50	DRY				Stiff red brown sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is medium to coarse subangular sandstone. GLACIAL CLAY	2.00		70.83
2.50 - 3.00	J S B			9.0		27	Medium dense red brown slightly clayey gravelly fine to medium SAND with occasional slightly clayey pockets. Gravel is medium to coarse subangular to subrounded sandstone. GLACIAL SAND & GRAVEL	2.30		70.53
3.30 - 3.50	J U70	3.20	DRY		12.0		Stiff red brown very sandy slightly gravelly CLAY with many sand bands. Gravel is medium subangular sandstone and quartzite. GLACIAL CLAY	3.30		69.53
4.30 - 4.50	J S	4.50	DRY			50/105	Very weak red brown slightly clayey fine to medium SANDSTONE. Recovered as weakly cemented gravel sized fragments of sandstone. WILDMOOR SANDSTONE	4.20		68.63
4.50 - 4.75	J B						Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	5.00		67.83
5.50 - 5.60	C	4.70	DRY			50/60		5.60		67.23

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) Date pm (P)	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20 5.60	150mm	Inspection Pit. Cable Percussion.	AJL AJL	Start 5.50 End	4.70	DRY	15/10/03 15/10/03 15/10/03					None encountered during boring.

Remarks ** Drillers description.
 Inspection Pit hand excavated to 1.20m.
 Borehole backfilled on completion.
 Chiselling 4.10-4.30m for 1.00 hr and 5.30-5.50m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole BH9
Coordinates 350889.2E 316441.6N
National Grid
Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	w %	SPT N	Description	Depth	Legend	Level OD
0.30 - 0.70	B						Brown sandy TOPSOIL. **	G.L.		73.03
0.80	J						Brown slightly clayey gravelly fine to medium SAND with frequent cobbles. Gravel is coarse angular sandstone and quartzite. GLACIAL SAND & GRAVEL	0.30		72.73
1.20	J							0.90		72.13
1.50 - 1.95	U50F	1.50	DRY				Firm becoming stiff and very stiff red brown slightly gravelly slightly sandy CLAY with occasional cobbles of sandstone. Gravel is fine to medium subangular to subrounded sandstone. Sand is fine. GLACIAL CLAY			
1.50 - 2.00	B			14.0						
2.00 - 2.50	B			14.0		40/255				
2.00 - 2.45	C	2.00	DRY				Very weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE			
2.60	J			14.0				2.80		70.23
2.90	J						Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE			
3.00	J					50/180		3.50		69.53
3.00 - 3.45	S	3.00	DRY					3.70		69.33
3.00 - 3.45	B	3.50								
3.60	D									
3.70	S	3.70	DRY			50/70				
3.70	J									

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20	150mm	Inspection Pit.	GGH	Start	3.70	DRY	14/10/03					None encountered during boring.
3.70		Cable Percussion.	GGH	End			14/10/03					

Remarks ** Drillers description.
Inspection Pit hand excavated to 1.20m.
50mm standpipe installed to 3.70m, slotted pipe and gravel filter 3.70-0.90m, plain pipe 1.00m-GL, bentonite seal 0.90-0.20, concrete and cover 0.20-GL.
Falling Head Permeability test carried out.
Chiselling 3.50-3.70m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH10**
 Coordinates 350922.4E 316430.5N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
							Brown sandy TOPSOIL.**	G.L.		72.69
0.40 - 0.80	B				7.0		Brown clayey very gravelly SAND. Gravel is fine to medium subrounded and subangular sandstone quartzite. GLACIAL SAND & GRAVEL	0.30		72.39
1.10	J							0.90		71.79
1.50 - 1.95	U70	1.50	DRY		11.0		Stiff red brown slightly sandy to sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is medium angular sandstone. GLACIAL CLAY			
1.95 - 2.00	J									
2.40	J						Very weak red brown occasionally weakly cemented fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	2.30		70.39
2.50 - 2.95	J	2.50	DRY			50/270				
2.50 - 2.95	S									
2.50 - 3.00	B									
3.30	J						Very weak red brown slightly clayey fine to medium grained SANDSTONE. Recovered as medium, angular sandstone gravel. WILDMOOR SANDSTONE	3.50		69.19
3.50 - 3.95	J	3.20	DRY			50/220				
3.50 - 3.95	S									
3.50 - 4.00	B									
4.40	J	4.50	DRY			50/70	Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	4.30		68.39
4.50 - 4.51	J									4.50
4.50 - 4.51	J									

Boring				Progress				Groundwater				Remarks on Groundwater
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	as (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	
1.20	150mm	Inspection Pit. Cable Percussion.	RR RR	Start	4.50	DRY	15/10/03					None encountered during boring.
5.50				End			15/10/03	15/10/03				

Remarks
 Inspection Pit hand excavated to 1.20m.
 ** Drillers description.
 Borehole backfilled on completion.
 Chiselling 4.30-4.50m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH11**
 Coordinates 350951.2E 316407.2N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kg/m^2	W %	SPT N	Description	Depth	Legend	Level OD
0.50 - 1.00	B						Brown sandy TOPSOIL.**	G.L.		72.34
1.30	J						Brown slightly clayey gravelly occasionally weakly cemented fine to medium SAND. Gravel is medium to coarse subangular to subrounded tabular sandstone and quartzite. GLACIAL SAND & GRAVEL	0.20		72.14
1.40	J							1.10		71.24
1.50 - 2.00	USO	1.50	DRY	10.0			Stiff brown gravelly CLAY with occasional light brown sandy lenses. Gravel is fine to coarse subrounded to subangular quartzite and sandstone. GLACIAL CLAY	1.40		70.94
2.00	J						Firm becoming stiff red brown sandy slightly gravelly CLAY. Sand is fine to medium. Gravel is medium to coarse subangular sandstone with occasional subrounded quartzite. GLACIAL CLAY			
2.30	J				16.0					
2.50 - 2.95	J						Below 2.50m occasional cobbles of sandstone.			
2.50 - 2.95	S	2.50	DRY			27				
2.50 - 3.00	B									
3.30	J						Very weak and weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE			
3.50 - 3.85	J					50/200		3.30		69.04
3.50 - 3.85	S	3.30	DRY							
3.50 - 4.00	B									
4.00 - 4.10	C	3.30	DRY			50/55		4.10		68.24

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20	150mm	Inspection Pit.	AJL	Start	3.30	DRY	15/10/03					None encountered during boring.
4.10		Cable Percussion.	AJL	End			15/10/03					

Remarks
 Inspection Pit hand excavated to 1.20m.
 Borehole backfilled on completion.
 ** Drillers description.
 Chiselling 3.80-4.00m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH12**
 Coordinates 350898.9E 316457.1N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
0.50 - 1.00	B				9.0		Brown sandy gravelly TOPSOIL.**	G.L.		72.61
1.30 - 1.50	J U70	1.50	DRY	151	13.0		Stiff becoming very stiff friable red brown slightly gravelly CLAY. Gravel is fine to coarse subangular and subrounded sandstone quartzite. GLACIAL CLAY	0.40		72.21
2.00 - 2.35	J S B	1.70	DRY			50/200	Firm becoming stiff, possibly very stiff red brown slightly sandy slightly gravelly CLAY. Sand is fine to medium subangular sandstone. GLACIAL CLAY	1.20		71.41
2.00 - 2.50	J S B	1.70	DRY			50/200	Very weak red brown slightly gravelly occasionally slightly clayey fine to medium SANDSTONE. Recovered as angular sandstone gravel. WILDMOOR SANDSTONE	1.80		70.81
3.00 - 3.50	J C B	3.00	DRY			50/115				
3.50 - 3.59	C	3.20	DRY			50/50		3.50		69.11

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) Date pm (P)	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20 3.50	150mm	Inspection Pit Cable Percussion.	AJL AJL	Start 3.50 End			16/10/03 16/10/03 16/10/03					None encountered during boring.

Remarks
 Inspection pit hand excavated to 1.20m.
 Borehole backfilled on completion.
 ** Drillers Description.
 Chiselling 3.30-3.50m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH13**
 Coordinates 350925.7E 316447.9N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata							
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W r	SPT N	Description	Depth	Legend	Level OD				
							Brown sandy TOPSOIL.**	G.L.		72.22				
0.40 - 0.80	B						Stiff friable red brown sandy slightly gravelly CLAY. Sand is fine to coarse. Gravel is fine to medium subrounded quartzite. GLACIAL CLAY	0.30		71.92				
1.00	J													
1.30	J			14.0			Dense red brown occasionally weakly cemented fine to medium SAND with occasional red brown clay pockets. WEATHERED WILDMOOR SANDSTONE	1.40		70.82				
1.50 - 1.95	J	1.50	DRY	11.0	44									
1.50 - 1.95	S													
1.50 - 2.00	B													
2.30	J	2.50	DRY	8.0	50/220		Very weak red brown fine to medium SANDSTONE. Recovered as angular sandstone gravel. WILDMOOR SANDSTONE	2.50		69.72				
2.50 - 2.72	S													
2.50 - 2.72	J													
2.50 - 3.00	B													
3.20	J	3.20	DRY		50/250		Weak red brown fine grained SANDSTONE. WILDMOOR SANDSTONE							
3.40	J													
3.50 - 3.66	S													
3.50 - 3.66	J													
3.50 - 4.00	B													
4.10	J													
4.40 - 4.47	J	4.40	DRY		50/65			4.20		68.02				
4.40 - 4.47	S											4.40		67.82

Boring				Progress				Groundwater				Remarks on Groundwater	
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed		
1.20 4.40	150mm	Inspection Pit. Cable Percussion.	GGH GGH	Start 4.40 End	4.40	DRY	14/10/03 A14/10/03 14/10/03						None encountered during boring.

Remarks Inspection Pit hand excavated to 1.20m. Borehole backfilled on completion. ** Drillers description. Chiselling 4.20-4.40m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH14**
 Coordinates 350959.1E 316430.4N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
0.40 - 1.00	E B						Brown sandy TOPSOIL.**	G.L.		72.00
1.00 - 1.30	E				20.0		Firm becoming stiff red brown sandy CLAY. Sand is fine to medium. GLACIAL CLAY	0.50		71.50
1.50 - 2.00	J U30	1.50	DRY	74	14.0					
2.00 - 2.30	J E						Firm becoming stiff red brown slightly gravelly sandy CLAY. Gravel is medium and coarse subangular sandstone. Sand is fine to medium. GLACIAL CLAY	2.00		70.00
2.50 - 2.95	J S B	2.50	DRY		7.0	28	Medium dense red brown slightly gravelly occasionally slightly clayey fine to medium SAND. Gravel is fine to coarse subangular and angular sandstone with rare subrounded quartzite. WEATHERED WILDMOOR SANDSTONE	2.40		69.60
2.95 - 3.00	J S B						Very weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	3.00		69.00
3.00 - 3.30	J E									
3.30 - 3.50	J S B	3.20	DRY			50/180				
3.50 - 3.83	J S B									
3.83 - 4.00	J S B									
4.00 - 4.20	C	3.20	DRY			50/55				
4.20 - 4.29	C	3.20	DRY					4.20		67.80

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20 - 4.20	150mm	Inspection Pit. Cable Percussion.	AJL AJL	Start 4.20 End	3.20	DRY	15/10/03 A15/10/03 15/10/03					None encountered during boring.

Remarks
 Inspection Pit hand excavated to 1.20m.
 Borehole backfilled on completion.
 ** Drillers description.
 Chiselling 4.00-4.20m for 0.50 hrs.



Logged by: LP

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

Scale: 1:50

BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH15**
 Coordinates 350905.4E 316476.1N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata					
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level		
0.30 - 0.70	B						Brown sandy TOPSOIL. **	G.L.		71.62		
0.80	J						Pale brown slightly orange slightly clayey gravelly occasionally weakly cemented fine to medium SAND. Gravel is fine to medium subangular to angular sandstone. POSSIBLE ALLUVIUM	0.30		71.32		
1.10	J							1.10		70.52		
1.40	J						Dense red brown slightly clayey slightly gravelly fine to medium SAND. Gravel is medium and coarse angular sandstone. WEATHERED WILDMOOR SANDSTONE					
1.50 - 1.95	J	1.50	DRY	9.0	32							
1.50 - 1.95	S											
1.50 - 2.00	B											
2.20	J											
2.50 - 2.95	J	2.50	DRY	10.0	50/230		Very weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	2.50		69.12		
2.50 - 2.95	S											
2.50 - 3.00	B											
3.10	J											
3.50 - 3.70	S	3.50	DRY		50/135							
3.50 - 3.70	J											
3.80	J	3.90	DRY		50/65			3.90		67.72		
3.90 - 3.96	S											
3.90	J											

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20	150mm	Inspection Pit.	GGH	Start	3.90	DRY	14/10/03					None encountered during boring.
3.90		Cable Percussion.	GGH	End			14/10/03					

Remarks
 Inspection Pit hand excavated to 1.20m.
 Borehole backfilled on completion.
 ** Drillers description.
 Chiselling 3.70-3.90m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH16**
Coordinates 350933.4E 316466.2N
National Grid

Client SHROPSHIRE COUNTY COUNCIL

Project No PC030642

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W z	SPT N	Description	Depth	Legend	Level (m)
							Brown sandy TOPSOIL. **	G.L.		71.38
0.40 - 0.80	B						Brown slight red slightly gravelly occasionally weakly cemented fine to medium SAND. Gravel is medium angular sandstone. POSSIBLE ALLUVIUM	0.30		71.08
1.20	J							0.80		70.58
1.40	J						Firm red brown slightly gravelly sandy CLAY. Gravel is medium to coarse subangular sandstone. Sand is medium. GLACIAL CLAY	1.30		70.08
1.50 - 1.95	J S B	1.50	DRY			40				
1.50 - 2.00	J S B			7.0			Dense becoming very dense red brown slightly gravelly occasionally slightly clayey fine to medium SAND. Gravel is medium to coarse angular sandstone. WEATHERED WILDMOOR SANDSTONE			
2.20	J									
2.50 - 2.72	S J B	2.50	DRY			50/265				
2.50 - 2.72	S J B			9.0						
2.50 - 3.00	S J B									
3.30	J						Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE			
3.50 - 3.68	J S B	3.20	DRY			50/185		3.50		67.88
3.50 - 3.68	J S B									
3.50 - 4.00	J S B									
4.20	J									
4.30 - 4.33	S	4.30	DRY			50/35		4.30		67.08

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) pm (P) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20 4.30	150mm	Inspection Pit. Cable Percussion.	GGH GGH	Start 4.30 End	4.30		15/10/03 15/10/03 15/10/03					None encountered during boring.

Remarks
Inspection Pit hand excavated to 1.20m.
**Drillers description.
Borehole backfilled on completion.
Chiselling 4.10-4.30m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH17**
 Coordinates 350964.9E 316448.4N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level m
G.L.							Brown sandy TOPSOIL. **			71.39
0.50	E J B			6.0			Light brown very gravelly occasionally clayey fine to medium SAND. Gravel is medium and coarse subangular to angular sandstone. POSSIBLE ALLUVIUM	0.20		71.19
0.50 - 1.00										
1.30	J E J U40	1.50	DRY	11.0			Red brown slightly clayey gravelly fine to medium SAND. Gravel is fine to coarse subangular and angular sandstone with occasional fine to medium subrounded quartzite. POSSIBLE ALLUVIUM	1.30		70.09
1.50										
1.50 - 2.00										
2.00	J E J			11.0			Medium dense red brown occasionally slightly clayey fine to medium SAND. WEATHERED WILDMOOR SANDSTONE	2.00		69.69
2.30										
2.50 - 2.95										
2.50	J S B E J	2.50	DRY	11.0			Very weak and weak red brown fine to medium grained SANDSTONE recovered as sand with occasional coarse angular tabular weak sandstone. WILDMOOR SANDSTONE	2.50 - 2.95		
2.50 - 3.00										
3.00										
3.30	J B	3.20	DRY	40			Dense red brown occasionally slightly clayey fine to medium SAND. WEATHERED WILDMOOR SANDSTONE	3.30		67.89
3.50 - 4.00										
4.30										
4.50	J B	4.50		50/125			Very weak and weak red brown fine to medium grained SANDSTONE recovered as sand with occasional coarse angular tabular weak sandstone. WILDMOOR SANDSTONE	4.50		66.89
4.50 - 4.95										
5.00										
5.00	C L M C	4.50	DRY	50/55				5.00		66.39
5.00 - 5.05										

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) on (P) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20	150mm	Inspection Pit. Cable Percussion.	AJL AJL	Start 5.00	4.70	DRY	14/10/03					None encountered during boring.
5.00				End			14/10/03					

Remarks
 Inspection Pit hand excavated to 1.20m.
 Borehole backfilled on completion.
 **Drillers description.
 Chiselling 4.80-5.00m for 0.50 hrs.



Logged by: LP

Symbols and abbreviations are explained on the accompanying key. All linear dimensions are in metres.

Scale: 1:50

BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH18**
Coordinates 350911.8E 316495.4N
National Grid

Client SHROPSHIRE COUNTY COUNCIL

Project No PC030642

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W	SPT N	Description	Depth	Legend	Level OD
0.30 - 0.70	B						Brown sandy TOPSOIL. **	G.L.		70.38
0.80	J						Light brown occasionally weakly cemented slightly clayey fine to medium SAND. POSSIBLE ALLUVIUM	0.30		70.08
1.10	J							1.10		69.28
1.40	J						Orange brown fine to medium SAND. POSSIBLE ALLUVIUM	1.60		68.78
1.50 - 2.00	B C	1.50	DRY			37	Dense red brown slightly gravelly fine to medium SAND occasional cobbles of sandstone. Gravel is medium to coarse subangular sandstone. WEATHERED WILDMOOR SANDSTONE	2.30		68.08
1.50 - 1.95								2.30		68.08
2.10	J						Very weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	3.30		67.08
2.30	J	2.50	DRY			50/225		3.50		66.88
2.50 - 2.73	S J						Weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE			
2.50 - 2.73	J									
2.50 - 3.00	B									
3.20	J									
3.50	J	3.50	DRY			50/70				
3.50 - 3.57	S J									
3.50 - 3.57	J									

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20	150mm	Inspection Pit. Cable Percussion.	GGH	Start 3.50	3.50	DRY	14/10/03					None encountered during boring.
3.50			GGH	End			14/10/03					

Remarks
 Inspection Pit hand excavated to 1.20m.
 ** Drillers description.
 50mm standpipe installed; slotted pipe and gravel filter 3.50-0.90m,
 plain pipe 1.00m-G.L, bentonite seal 0.90-0.20m, concrete cover 0.20-G.L.
 Falling Head Permeability Test carried out.
 Chiselling 3.30-3.50m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED


Borehole **BH19**
 Coordinates 350943.1E 316493.3N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata		
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Level
0.40 - 0.80	B						Brown sandy TOPSOIL. **	G.L.	69.81
1.10	J						Brown clayey occasionally weakly cemented occasionally slightly gravelly fine to medium SAND. Gravel is fine to medium subangular and subrounded tabular sandstone. POSSIBLE ALLUVIUM	0.30	69.51
1.40	J							1.40	68.41
1.50 - 1.95 1.50 - 1.95 1.50 - 2.00	J S B	1.50	DRY	11.0		45	Dense red brown occasionally slightly clayey fine to medium SAND. WEATHERED WILDMOOR SANDSTONE		
2.30 2.50 - 2.68 2.50 - 2.68 2.50 - 3.00	J S J B	2.50	DRY			50/180	Very weak to weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	2.50	67.31
3.30 3.50 - 3.65 3.50 - 3.65 3.50 - 4.00	J S J B	3.20	DRY			50/155			
4.30 - 4.37 4.30 - 4.37	J S	4.30	DRY			50/70		4.30	65.51

Boring				Progress				Groundwater				
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	am (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	Remarks on Groundwater
1.20 4.30	150mm	Inspection Pit. Cable Percussion.	GGH GGH	Start 4.30 End	4.30	DRY	15/10/03 15/10/03 15/10/03					None encountered during boring.

Remarks
 Inspection Pit hand excavated to 1.20m.
 ** Drillers description.
 Borehole backfilled on completion.
 Chiselling 4.10-4.30m for 0.50 hrs.



BOREHOLE RECORD - Cable Percussion

Sheet 1 of 1

Project SHREWSBURY BATTLEFIELD IWMF.

Engineer ENVIROS CONSULTING LIMITED

Borehole **BH20**
 Coordinates 350980.9E 316476.1N
 National Grid
 Project No PC030642

Client SHROPSHIRE COUNTY COUNCIL

Sampling				Properties			Strata			
Depth	Sample Type	Depth Cased	Depth to Water	Strength kN/m ²	W %	SPT N	Description	Depth	Legend	Level OD
							Brown sandy TOPSOIL. **	G.L.		69.55
0.50 0.50 0.50 - 1.00	E J B						Red brown fine to medium SAND with much weakly cemented coarse gravel size pockets. POSSIBLE ALLUVIUM	0.20		69.35
1.00 1.00 1.30	E J J						Medium dense red brown occasionally slightly clayey fine to medium SAND. WEATHERED WILDMOOR SANDSTONE	0.80		68.75
1.50 - 1.95 1.50 - 1.95 1.50 - 2.00 2.00 2.00	J S B E J	1.50	DRY			27				
2.30	J									
2.50 - 2.95 2.50 - 2.95 2.50 - 3.00 3.00 3.00	J S B E J	2.50	DRY			54	Very dense red brown slightly gravelly fine to medium SAND. Gravel is weak coarse angular sandstone. WEATHERED WILDMOOR SANDSTONE	2.50		67.05
3.30 3.50 - 4.00 3.50 - 3.60	J B C	3.20	DRY			50/100	Very weak and weak red brown fine to medium grained SANDSTONE. WILDMOOR SANDSTONE	3.50		66.05
4.00 4.00 4.00 - 4.04	E J C	3.70	DRY			50/45		4.00		65.55

Boring				Progress				Groundwater				Remarks on Groundwater
Depth	Dia	Technique	Crew	Depth of Hole	Depth Cased	Depth to Water	an (A) Date	Depth Struck	Depth Cased	Depth after 20 mins	Depth Sealed	
1.20 4.00	150mm	Inspection Pit. Cable Percussion.	AJL AJL	Start 4.00 End	3.70	DRY	14/10/03 A14/10/03 14/10/03					None encountered during boring.

Remarks
 Inspection Pit hand excavated to 1.20m.
 ** Drillers description.
 50mm standpipe installed, slotted pipe and gravel filter 4.00-1.00m, plain pipe 1.00m-GL, bentonite seal 1.00-0.30m, concrete cover 0.30-GL.
 Falling Head Permeability Test carried out.
 Chiselling 3.80-4.0m for 0.50 hrs.



APPENDIX 6
PERMEABILITY TEST RESULTS

INSITU TESTING - Permeability (Borehole)

Data Sheet

Project : Battlefield, Shrewsbury

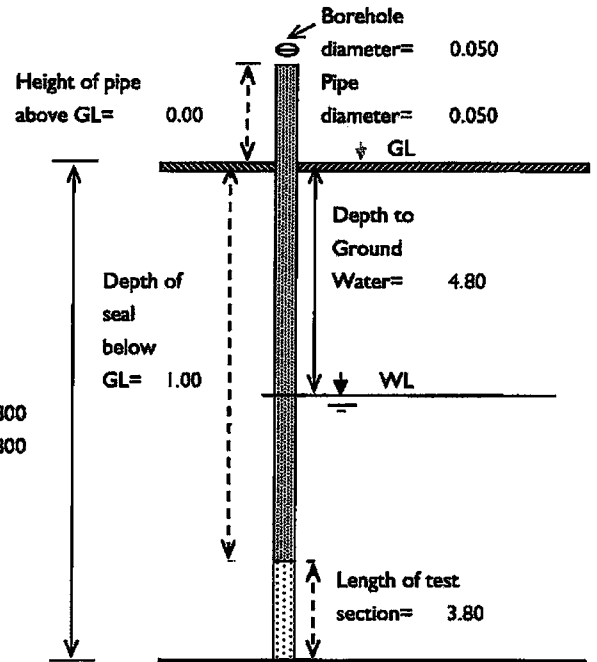
Borehole : BHI
 Test No : 1
 Test Zone : 1.00-4.80
 Date : 21/10/03

Project No : PC030642

TYPE OF TEST : Falling head

Units : metres

ELAPSED TIME (minutes)	DEPTH of water below top of pipe (m)	ELAPSED TIME continued (minutes)	DEPTH of water below top of casing (m)
0.00	0.170	Initial depth must be entered	
0.17	0.310		
0.33	0.400		
0.50	0.150		
0.67	0.490		
0.83	0.530		
1.00	0.570		
1.17	0.610		
1.33	0.650		
1.50	0.690		
1.67	0.710		
1.83	0.730		
2.00	0.750		
2.50	0.810		
3.00	0.890		
3.50	0.920		
4.00	0.960		
4.50	1.010		
5.00	1.060		
6.00	1.130		
7.00	1.210		
8.00	1.300		
9.00	1.370		
10.00	1.430		
15.00	1.790		
20.00	1.990		
25.00	2.200		
30.00	2.410		
40.00	2.830		
50.00	3.190		
60.00	3.480		



Depth of pipe below GL
 before test = 4.800
 after test = 4.800

Time at start of test : 10.14

Time at end of test : 11.14

Remarks:

INSITU TESTING - Permeability

Sheet 1 of 2

Project : Battlefield, Shrewsbury

Borehole : BHI

Test No : 1

Project No : PC030642

Test zone : 1.00-4.80

Date : 21/10/03

Depth to Base of casing 1.000 m
Length of casing above GL 0.000 m
Depth to Base of BH before test 4.800 m
Depth to Base of BH after test 4.800 m
Datum 0.000 m
Depth to Standing Water Level 4.800 m
Depth to induced Water Level 0.170 m
Differential head at start, H_0 4.630 m
Test ends at head, $H_e = .2 * H_0$ 0.926 m
Head at end of test, H_f 1.320 m
Time elapsed, t_f 6.500 minutes

Diameter of pipe 0.050 m
Area of pipe 2.0E-3 m²
Diameter of BH 0.050 m
Area of BH 2.0E-3 m²
Test Length (L) 3.800 m

If $H_f/H_0 > .37$ constant head test

If $H_f/H_0 < .37$ variable head test

$H_f/H_0 = 0.29$

Selected method:

VARIABLE HEAD TEST (BASIC TIME LAG)

Area of pipe, A 2.0E-3 m²
Intake factor, F 5.474 m
Time lag, T 47.0 minutes
 $K = A/P * T$

Permeability K = 1.47E-07 m/sec

Remarks:

Variable Head from selected section of test curve according to BS 5930 : 1981.

INSITU TESTING - Permeability

Project : Battlefield, Shrewsbury

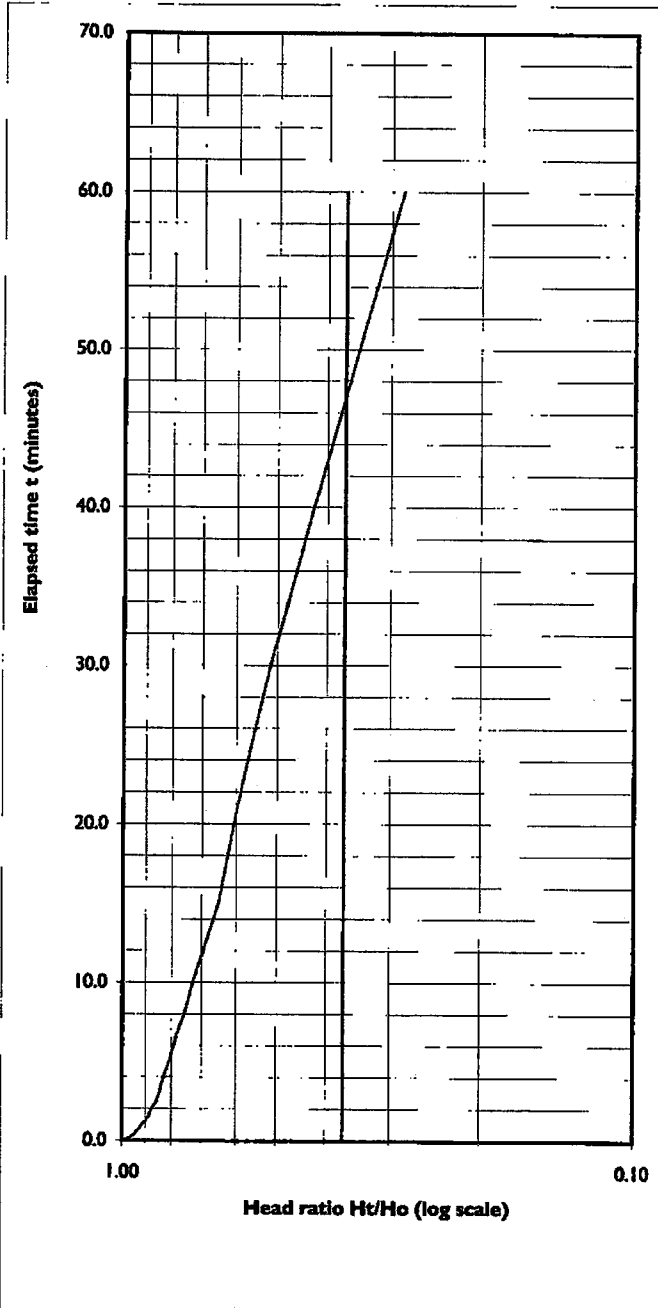
Borehole : BHI

Test No : 1

Test zone : 1.00-4.80

Project No : PC030642

Date : 21/10/03



Time at ratio $H/H_0=0.37$: 47.000

Time (mins)	Measured Depth (m)	Relative Depth (m)	Ht (m)	Ht/Ho
0.00	0.170	0.000	4.63	1.00
0.17	0.310	0.140	4.49	0.97
0.33	0.400	0.230	4.40	0.95
0.50	0.450	0.280	4.35	0.94
0.67	0.490	0.320	4.31	0.93
0.83	0.530	0.360	4.27	0.92
1.00	0.570	0.400	4.23	0.91
1.17	0.610	0.440	4.19	0.90
1.33	0.650	0.480	4.15	0.90
1.50	0.690	0.520	4.11	0.89
1.67	0.710	0.540	4.09	0.88
1.83	0.730	0.560	4.07	0.88
2.00	0.750	0.580	4.05	0.87
2.50	0.840	0.670	3.96	0.86
3.00	0.890	0.720	3.91	0.84
3.50	0.920	0.750	3.88	0.84
4.00	0.960	0.790	3.84	0.83
4.50	1.010	0.840	3.79	0.82
5.00	1.060	0.890	3.74	0.81
6.00	1.130	0.960	3.67	0.79
7.00	1.210	1.040	3.59	0.78
8.00	1.300	1.130	3.50	0.76
9.00	1.370	1.200	3.43	0.74
10.00	1.430	1.260	3.37	0.73
15.00	1.790	1.620	3.01	0.65
20.00	1.990	1.820	2.81	0.61
25.00	2.200	2.030	2.60	0.56
30.00	2.410	2.240	2.39	0.52
40.00	2.830	2.660	1.97	0.43
50.00	3.190	3.020	1.61	0.35
60.00	3.480	3.310	1.32	0.29

INSITU TESTING - Permeability (Borehole)

Data Sheet

Project : Battlefield, Shrewsbury

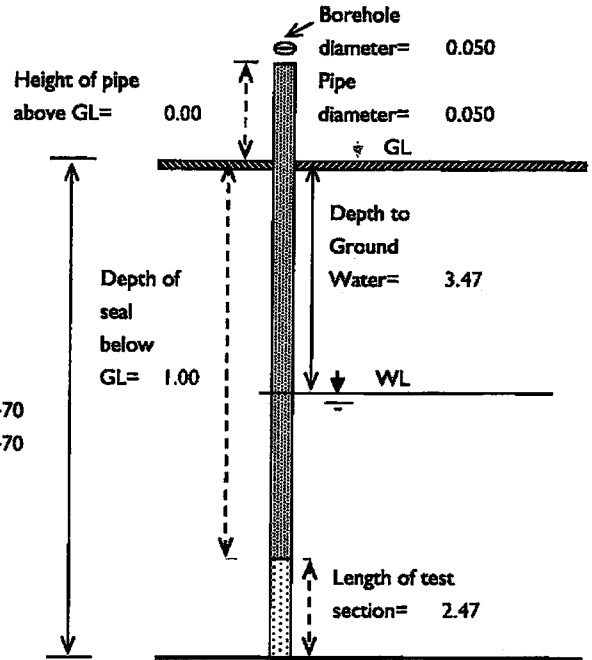
Borehole : BH9
 Test No : 1
 Test Zone : 1.00-3.70
 Date : 21/10/03

Project No : PC030642

TYPE OF TEST : Falling head

Units : metres

ELAPSED TIME (minutes)	DEPTH of water below top of pipe (m)	ELAPSED TIME continued (minutes)	DEPTH of water below top of casing (m)
0.00	0.200	Initial depth must be entered	
0.17	0.220		
0.33	0.230		
0.50	0.240		
0.67	0.240		
0.83	0.250		
1.00	0.260		
1.17	0.280		
1.33	0.290		
1.50	0.300		
1.67	0.300		
1.83	0.320		
2.00	0.330		
2.50	0.350		
3.00	0.370		
3.50	0.400		
4.00	0.420		
4.50	0.440		
5.00	0.450		
6.00	0.510		
7.00	0.550		
8.00	0.590		
9.00	0.640		
10.00	0.680		
15.00	0.830		
20.00	0.950		
25.00	1.070		
30.00	1.200		
40.00	1.380		
50.00	1.560		
60.00	1.740		



Time at start of test: 11.29

Time at end of test: 12.29

Remarks:

INSITU TESTING - Permeability

Sheet 1 of 2

Project : Battlefield, Shrewsbury

Borehole : BH9
Test No : 1
Test zone : 1.00-3.70
Date : 21/10/03

Project No : PC030642

Depth to Base of casing 1.000 m
Length of casing above GL 0.000 m
Depth to Base of BH before test 3.470 m
Depth to Base of BH after test 3.470 m
Datum 0.000 m
Depth to Standing Water Level 3.470 m
Depth to induced Water Level 0.200 m
Differential head at start, H_0 3.270 m
Test ends at head, $H_e = 2 * H_0$ 0.654 m
Head at end of test, H_f 1.760 m
Time elapsed, t_f 60.000 minutes

Diameter of pipe 0.050 m
Area of pipe $2.0E-3$ m²
Diameter of BH 0.050 m
Area of BH $2.0E-3$ m²
Test Length (L) 2.470 m

If $H_f/H_0 > 0.37$ constant head test

If $H_f/H_0 < 0.37$ variable head test

$H_f/H_0 = 0.54$

Selected method:

CONSTANT HEAD FROM A SELECTED SECTION OF THE TEST CURVE

Time t_1 0.050 min
Time t_2 0.002 min
Head at time t_1 H_1 2.470 m
Head at time t_2 H_2 0.000 m
Intake factor F 3.379
Rate of flow Q $719.9E-9$ m³/sec
Constant head $(H_1 + H_2)/2$ H_c 2.350 m

$K = Q / (F * H_c)$

Permeability $K = 9.07E-08$ m/sec

Remarks:

Variable Head from selected section of test curve according to BS 5930 : 1981.

INSITU TESTING - Permeability

Project : Battlefield, Shrewsbury

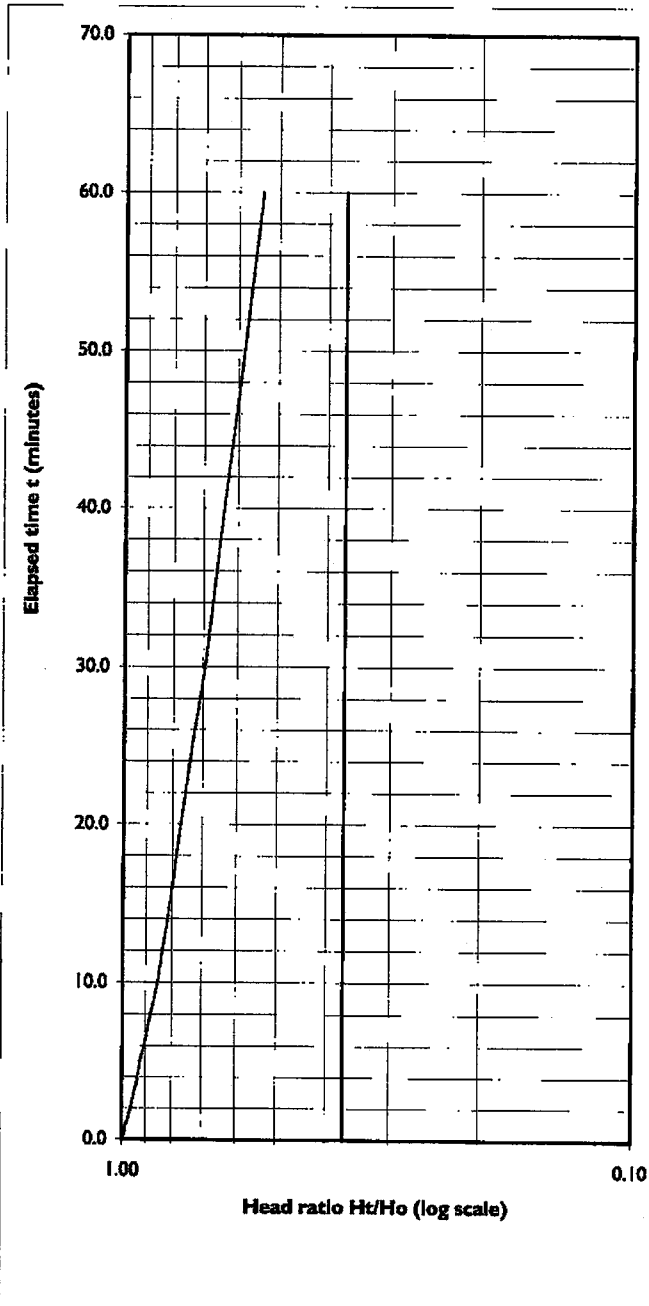
Borehole : BH9

Test No : 1

Project No : PC030642

Test zone : 1.00-3.70

Date : 21/10/03



Time (mins)	Measured Depth (m)	Relative Depth (m)	Ht (m)	Ht/Ho
0.00	0.200	0.000	3.27	1.00
0.17	0.220	0.020	3.25	0.99
0.33	0.230	0.030	3.24	0.99
0.50	0.240	0.040	3.23	0.99
0.67	0.240	0.040	3.23	0.99
0.83	0.250	0.050	3.22	0.98
1.00	0.260	0.060	3.21	0.98
1.17	0.280	0.080	3.19	0.98
1.33	0.290	0.090	3.18	0.97
1.50	0.300	0.100	3.17	0.97
1.67	0.300	0.100	3.17	0.97
1.83	0.320	0.120	3.15	0.96
2.00	0.330	0.130	3.14	0.96
2.50	0.350	0.150	3.12	0.95
3.00	0.370	0.170	3.10	0.95
3.50	0.400	0.200	3.07	0.94
4.00	0.420	0.220	3.05	0.93
4.50	0.440	0.240	3.03	0.93
5.00	0.450	0.250	3.02	0.92
6.00	0.510	0.310	2.96	0.91
7.00	0.550	0.350	2.92	0.89
8.00	0.590	0.390	2.88	0.88
9.00	0.640	0.440	2.83	0.87
10.00	0.680	0.480	2.79	0.85
15.00	0.830	0.630	2.64	0.81
20.00	0.950	0.750	2.52	0.77
25.00	1.070	0.870	2.40	0.73
30.00	1.200	1.000	2.27	0.69
40.00	1.380	1.180	2.09	0.64
50.00	1.560	1.360	1.91	0.58
60.00	1.710	1.510	1.76	0.54

Time at ratio H/Ho=.37 : N/A

INSITU TESTING - Permeability (Borehole)

Data Sheet

Project : Battlefield, Shrewsbury

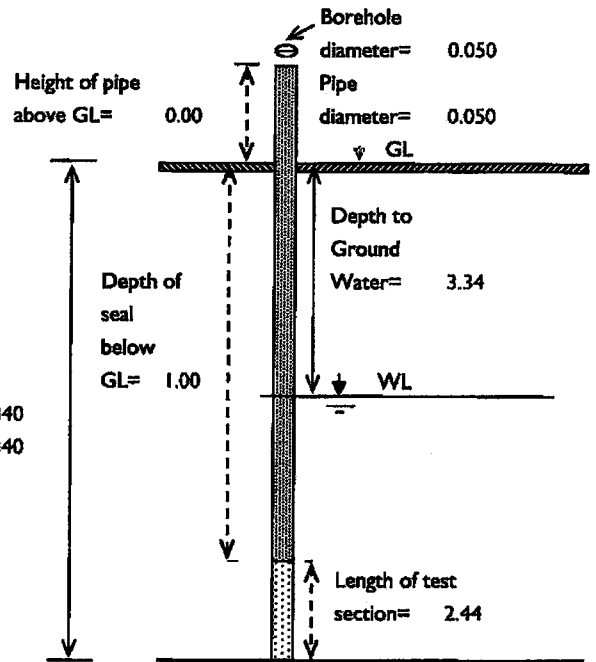
Borehole : BH18
 Test No : 1
 Test Zone : 0.90-3.50
 Date : 21/10/03

Project No : PC030642

TYPE OF TEST : Falling head

Units : metres

ELAPSED TIME (minutes)	DEPTH of water below top of pipe (m)	ELAPSED TIME continued (minutes)	DEPTH of water below top of casing (m)
0.00	0.320	Initial depth must be entered	
0.17	0.430		
0.33	0.580		
0.50	0.710		
0.67	0.780		
0.83	0.880		
1.00	0.970		
1.17	1.060		
1.33	1.150		
1.50	1.210		
1.67	1.240		
1.83	1.280		
2.00	1.310		
2.50	1.400		
3.00	1.470		
3.50	1.520		
4.00	1.570		
4.50	1.630		
5.00	1.670		
6.00	1.760		
7.00	1.840		
8.00	1.910		
9.00	1.980		
10.00	2.030		
15.00	2.210		
20.00	2.370		
25.00	2.450		
30.00	2.510		
40.00	2.620		
50.00	2.690		
60.00	2.770		



Time at start of test: 12.44

Time at end of test: 13.44

Remarks:

INSITU TESTING - Permeability

Sheet 1 of 2

Project : Battlefield, Shrewsbury

Borehole : BH18
Test No : 1
Test zone : 0.90-3.50
Date : 21/10/03

Project No : PC030642

Depth to Base of casing 1.000 m
Length of casing above GL 0.000 m
Depth to Base of BH before test 3.340 m
Depth to Base of BH after test 3.340 m
Datum 0.000 m
Depth to Standing Water Level 3.340 m
Depth to induced Water Level 0.320 m
Differential head at start, H_0 3.020 m
Test ends at head, $H_e = 0.2 * H_0$ 0.604 m
Head at end of test, H_f 0.570 m
Time elapsed, t_f 60.000 minutes

Diameter of pipe 0.050 m
Area of pipe $2.0E-3$ m²
Diameter of BH 0.050 m
Area of BH $2.0E-3$ m²
Test Length (L) 2.440 m

If $H_f/H_0 > 0.37$ constant head test

If $H_f/H_0 < 0.37$ variable head test

$H_f/H_0 = 0.19$

Selected method:

VARIABLE HEAD TEST (BASIC TIME LAG)

Area of pipe, A $2.0E-3$ m²
Intake factor, F 3.347 m
Time lag, T 15 minutes
 $K = A / F * T$

Permeability K = $6.52E-07$ m/sec

Remarks:

Variable Head from selected section of test curve according to BS 5930 : 1981.

geotechnics

INSITU TESTING - Permeability

Project : Battlefield, Shrewsbury

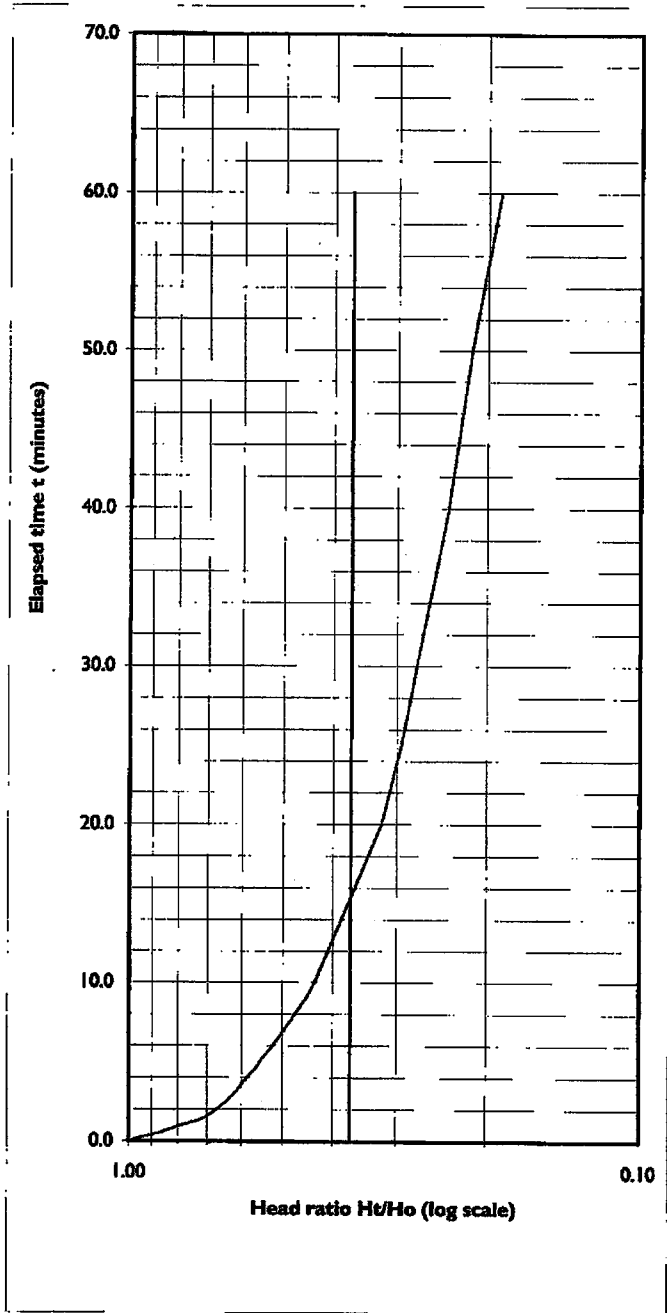
Borehole : BH18

Test No : 1

Test zone : 0.90-3.50

Project No : PC030642

Date : 21/10/03



Time at ratio H/Ho=0.37 : 15.000

Time (mins)	Measured Depth (m)	Relative Depth (m)	Ht (m)	H/Ho
0.00	0.320	0.000	3.02	1.00
0.17	0.430	0.110	2.91	0.96
0.33	0.580	0.260	2.76	0.91
0.50	0.710	0.390	2.63	0.87
0.67	0.790	0.470	2.55	0.84
0.83	0.880	0.560	2.46	0.81
1.00	0.970	0.650	2.37	0.78
1.17	1.060	0.740	2.28	0.75
1.33	1.150	0.830	2.19	0.73
1.50	1.210	0.890	2.13	0.71
1.67	1.240	0.920	2.10	0.70
1.83	1.280	0.960	2.06	0.68
2.00	1.310	0.990	2.03	0.67
2.50	1.400	1.080	1.94	0.64
3.00	1.470	1.150	1.87	0.62
3.50	1.520	1.200	1.82	0.60
4.00	1.570	1.250	1.77	0.59
4.50	1.630	1.310	1.71	0.57
5.00	1.670	1.350	1.67	0.55
6.00	1.760	1.440	1.58	0.52
7.00	1.840	1.520	1.50	0.50
8.00	1.910	1.590	1.43	0.47
9.00	1.980	1.660	1.36	0.45
10.00	2.030	1.710	1.31	0.43
15.00	2.210	1.890	1.13	0.37
20.00	2.370	2.050	0.97	0.32
25.00	2.450	2.130	0.89	0.29
30.00	2.510	2.190	0.83	0.27
40.00	2.620	2.300	0.72	0.24
50.00	2.690	2.370	0.65	0.22
60.00	2.770	2.450	0.57	0.19

INSITU TESTING - Permeability (Borehole)

Data Sheet

Project : Battlefield, Shrewsbury

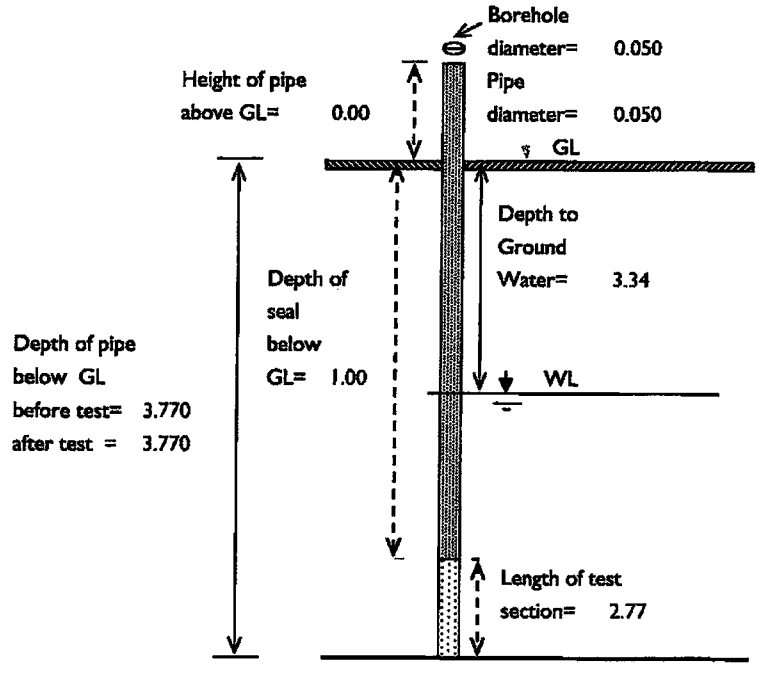
Borehole : BH20
 Test No : 1
 Test Zone : 1.00-4.00
 Date : 21/10/03

Project No : PC030642

TYPE OF TEST : Falling head

Units : metres

ELAPSED TIME (minutes)	DEPTH of water below top of pipe (m)	ELAPSED TIME continued (minutes)	DEPTH of water below top of casing (m)
0.00	0.150	Initial depth must be entered	
0.17	0.580		
0.38	0.710		
0.50	0.780		
0.67	0.850		
0.83	0.890		
1.00	0.930		
1.17	0.970		
1.33	0.990		
1.50	1.020		
1.67	1.050		
1.83	1.080		
2.00	1.110		
2.50	1.180		
3.00	1.220		
3.50	1.250		
4.00	1.280		
4.50	1.310		
5.00	1.350		
6.00	1.410		
7.00	1.480		
8.00	1.560		
9.00	1.620		
10.00	1.700		
15.00	2.040		
20.00	2.250		
25.00	2.420		
30.00	2.550		
40.00	2.730		
50.00	2.880		
60.00	3.000		



Time at start of test: 1.54

Time at end of test: 2.54

Remarks:

INSITU TESTING - Permeability

Sheet 1 of 2

Project : Battlefield, Shrewsbury

Borehole : BH20

Test No : 1

Project No : PC030642

Test zone : 1.00-4.00

Date : 21/10/03

Depth to Base of casing 1.000 m
Length of casing above GL 0.000 m
Depth to Base of BH before test 3.770 m
Depth to Base of BH after test 3.770 m
Datum 0.000 m
Depth to Standing Water Level 3.340 m
Depth to induced Water Level 0.450 m
Differential head at start, H_0 2.890 m
Test ends at head, $H_e = 2 * H_0$ 0.578 m
Head at end of test, H_f 0.340 m
Time elapsed, t_f 60.000 minutes

Diameter of pipe 0.050 m
Area of pipe $2.0E-3$ m²
Diameter of BH 0.050 m
Area of BH $2.0E-3$ m²
Test Length (L) 2.770 m

If $H_f/H_0 > .37$ constant head test

If $H_f/H_0 < .37$ variable head test

$H_f/H_0 = 0.12$

Selected method:

VARIABLE HEAD TEST (BASIC TIME LAG)

Area of pipe, A $2.0E-3$ m²

Intake factor, F 3.697 m

Time lag, T 21 minutes

$K = A/F * T$

Permeability K = $4.22E-07$ m/sec

Remarks:

Variable Head from selected section of test curve according to BS 5930 : 1981.

INSITU TESTING - Permeability

Project : Battlefield, Shrewsbury

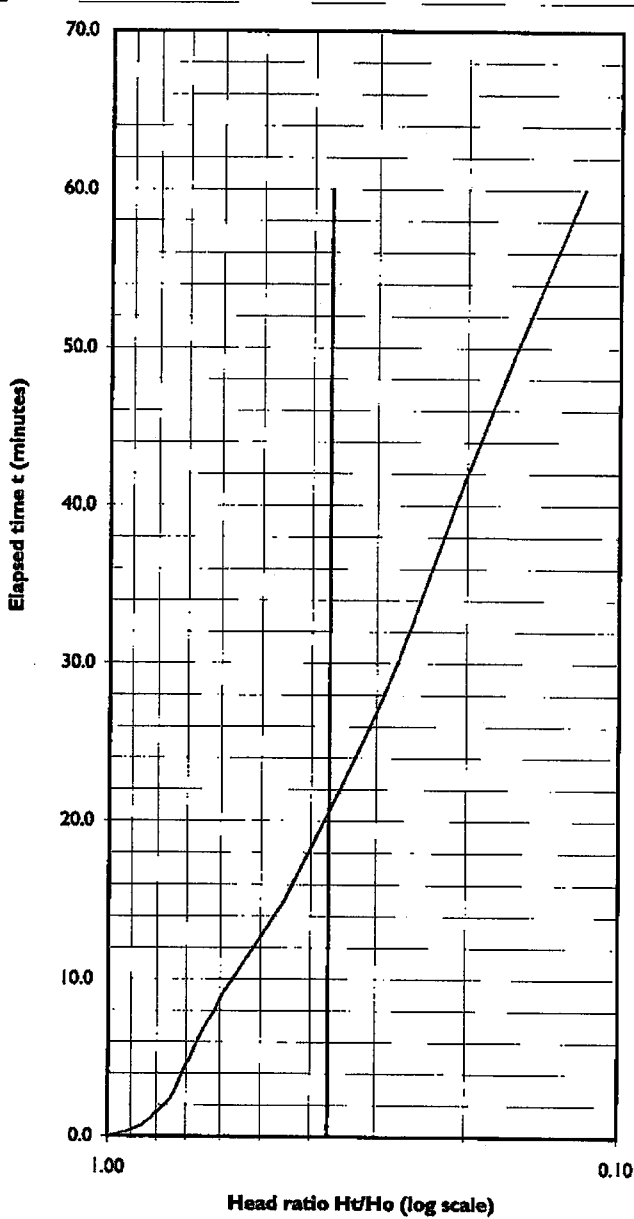
Borehole : BH20

Test No : 1

Project No : PC030642

Test zone : 1.00-4.00

Date : 21/10/03



Time (mins)	Measured Depth (m)	Relative Depth (m)	Ht (m)	Ht/Ho
0.00	0.450	0.000	2.89	1.00
0.17	0.580	0.130	2.76	0.96
0.33	0.710	0.260	2.63	0.91
0.50	0.780	0.330	2.56	0.89
0.67	0.850	0.400	2.49	0.86
0.83	0.890	0.440	2.45	0.85
1.00	0.930	0.480	2.41	0.83
1.17	0.970	0.520	2.37	0.82
1.33	0.990	0.540	2.35	0.81
1.50	1.020	0.570	2.32	0.80
1.67	1.050	0.600	2.29	0.79
1.83	1.080	0.630	2.26	0.78
2.00	1.110	0.660	2.23	0.77
2.50	1.180	0.730	2.16	0.75
3.00	1.220	0.770	2.12	0.73
3.50	1.250	0.800	2.09	0.72
4.00	1.280	0.830	2.06	0.71
4.50	1.310	0.860	2.03	0.70
5.00	1.350	0.900	1.99	0.69
6.00	1.410	0.960	1.93	0.67
7.00	1.480	1.030	1.86	0.64
8.00	1.560	1.110	1.78	0.62
9.00	1.620	1.170	1.72	0.60
10.00	1.700	1.250	1.64	0.57
15.00	2.040	1.590	1.30	0.45
20.00	2.250	1.800	1.09	0.38
25.00	2.420	1.970	0.92	0.32
30.00	2.550	2.100	0.79	0.27
40.00	2.730	2.280	0.61	0.21
50.00	2.880	2.430	0.46	0.16
60.00	3.000	2.550	0.34	0.12

APPENDIX 7
DCP CBR RESULTS

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 01

DCP Zero Reading (mm) :

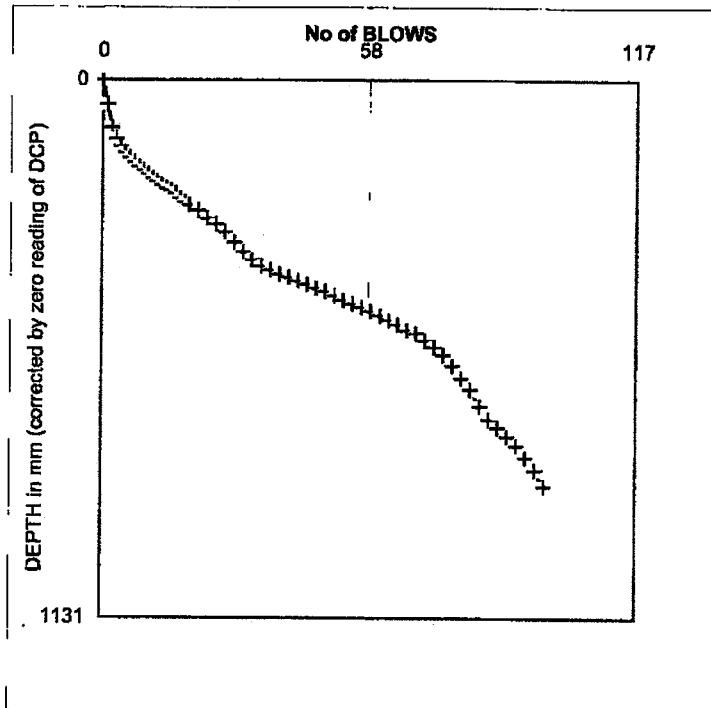
100

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	100	0
1	1	152	52
1	2	202	102
1	3	225	125
1	4	241	141
1	5	254	154
1	6	264	164
1	7	274	174
1	8	284	184
1	9	291	191
1	10	300	200
1	11	308	208
1	12	315	215
1	13	322	222
1	14	328	228
1	15	333	233
1	16	339	239
1	17	349	249
1	18	357	257
1	19	363	263
2	21	375	275
2	23	391	291
2	25	404	304
2	27	420	320
2	29	442	342
2	31	462	362
2	33	479	379
2	35	492	392
2	37	500	400
2	39	509	409
2	41	515	415
2	43	523	423
2	45	530	430
2	47	538	438
2	49	545	445
2	51	554	454
2	53	564	464
2	55	572	472
2	57	579	479
2	59	587	487
2	61	597	497
2	63	606	506
2	65	616	516
2	67	627	527
2	69	634	534

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	35.25	6.99
141	4		
141	4	7.85	34.21
400	37		
400	37	4.50	61.60
562	73		
562	73	12.17	21.53
854	97		

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 351008.7E 316309.7N Level = 71.82m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 01

DCP Zero Reading (mm) :

100

Test Started at (m) :

Date :

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	71	649	549
2	73	662	562
2	75	679	579
2	77	701	601
2	79	728	628
2	81	751	651
2	83	786	686
2	85	814	714
2	87	831	731
2	89	849	749
2	91	868	768
2	93	893	793
2	95	920	820
2	97	954	854

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 02

DCP Zero Reading (mm) :

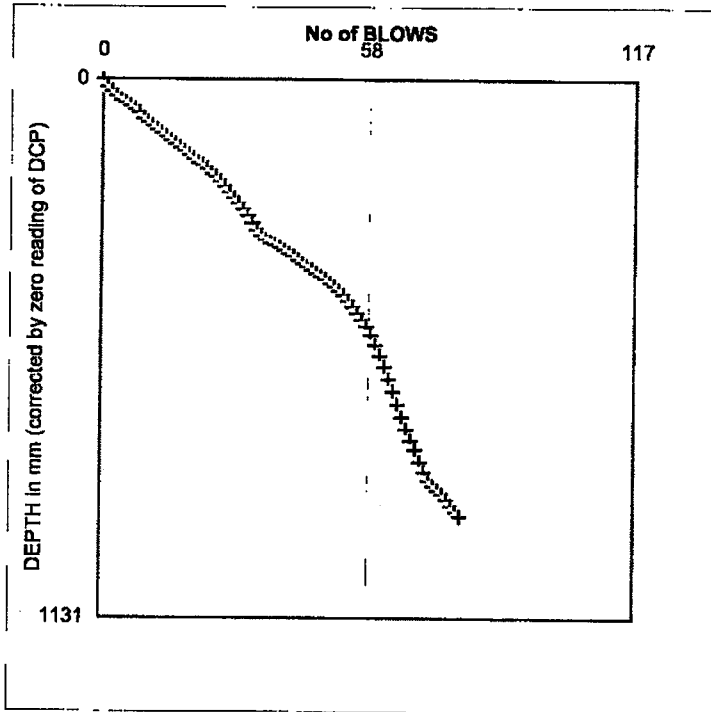
43

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	43	0
1	1	60	17
2	2	70	27
3	3	80	37
4	4	89	46
5	5	93	50
6	6	100	57
7	7	107	64
8	8	114	71
9	9	127	84
10	10	134	91
11	11	141	98
12	12	149	106
13	13	157	114
14	14	164	121
15	15	173	130
16	16	180	137
17	17	187	144
18	18	194	151
19	19	202	159
20	20	211	168
21	21	219	176
22	22	224	181
23	23	232	189
24	24	242	199
25	25	248	205
26	26	258	215
27	27	268	225
28	28	281	238
29	29	292	249
30	30	304	261
31	31	316	273
32	32	329	286
33	33	345	302
34	34	361	318
35	35	372	329
36	36	381	338
37	37	387	344
38	38	391	348
39	39	396	353
40	40	402	359
41	41	409	366
42	42	415	372
43	43	423	380
44	44	431	388

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	8.71	30.65
479	55		
843	72	21.41	11.84
918	79	10.71	24.62

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350939.0E 316350.6N Level = 72.83m

INSITU TESTING - DCP field test

Sheet 2 of 2

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 02

DCP Zero Reading (mm) :

43

Test Started at (m) :

Date :

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	437	394
	46	444	401
	47	451	408
	48	458	415
	49	464	421
	50	472	429
	51	479	436
	52	488	445
	53	498	455
	54	510	467
	55	522	479
	56	536	493
	57	550	507
	58	563	520
	59	581	538
	60	602	559
	61	624	581
	62	647	604
	63	673	630
	64	699	656
	65	726	683
	66	753	710
	67	778	735
	68	801	758
	69	821	778
	70	847	804
	71	868	825
	72	886	843
	73	897	854
	74	906	863
	75	914	871
	76	926	883
	77	939	896
	78	951	908
	79	961	918

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 03

DCP Zero Reading (mm) :

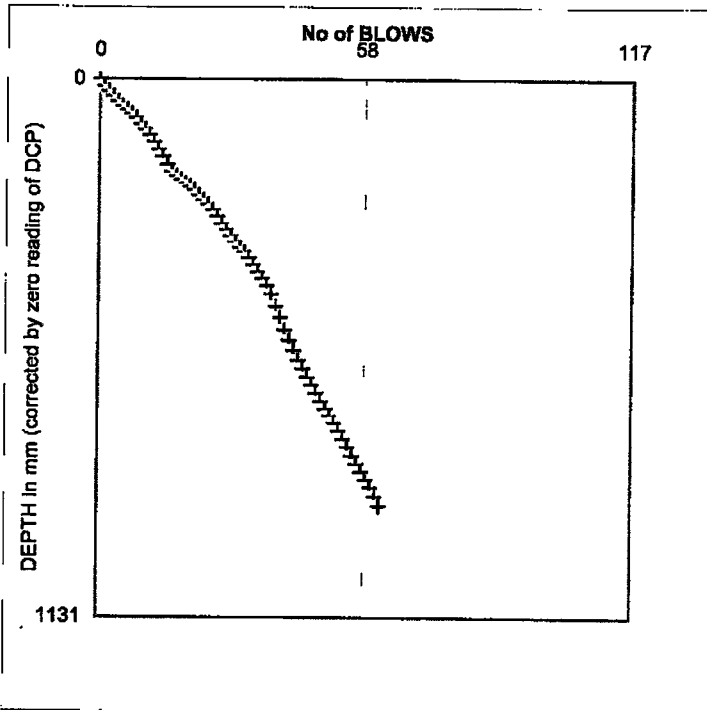
65

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	65	0
1	1	80	15
2	2	91	26
3	3	101	36
4	4	113	48
5	5	122	57
6	6	130	65
7	7	138	73
8	8	147	82
9	9	160	95
10	10	171	106
11	11	183	118
12	12	197	132
13	13	213	148
14	14	227	162
15	15	245	180
16	16	260	195
17	17	269	204
18	18	277	212
19	19	284	219
20	20	290	225
21	21	297	232
22	22	308	243
23	23	319	254
24	24	327	262
25	25	339	274
26	26	353	288
27	27	369	304
28	28	382	317
29	29	395	330
30	30	407	342
31	31	419	354
32	32	428	363
33	33	441	376
34	34	456	391
35	35	471	406
36	36	485	420
37	37	500	435
38	38	518	453
39	39	543	478
40	40	567	502
41	41	593	528
42	42	614	549
43	43	635	570
44	44	655	590

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	11.92	22.00
453	38		
453	38	18.46	13.86
896	62		

Remarks:

Test undertaken at Ground level, as specified by the Engineer.
 OS National Grid Reference = 351008.5E 316322.8N Level = 71.87m
 Deflected continuously throughout test.

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :

Test No :

DCP Zero Reading (mm) :

Test Started at (m) :

Date :

CBR 03

65

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	673	608
	46	691	626
	47	707	642
	48	724	659
	49	742	677
	50	758	693
	51	773	708
	52	787	722
	53	804	739
	54	821	756
	55	838	773
	56	857	792
	57	874	809
	58	890	825
	59	907	842
	60	923	858
	61	942	877
	62	961	896

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battiefield

Section/chainage No :

Project No PC030642

Test No :

CBR 04

DCP Zero Reading (mm) :

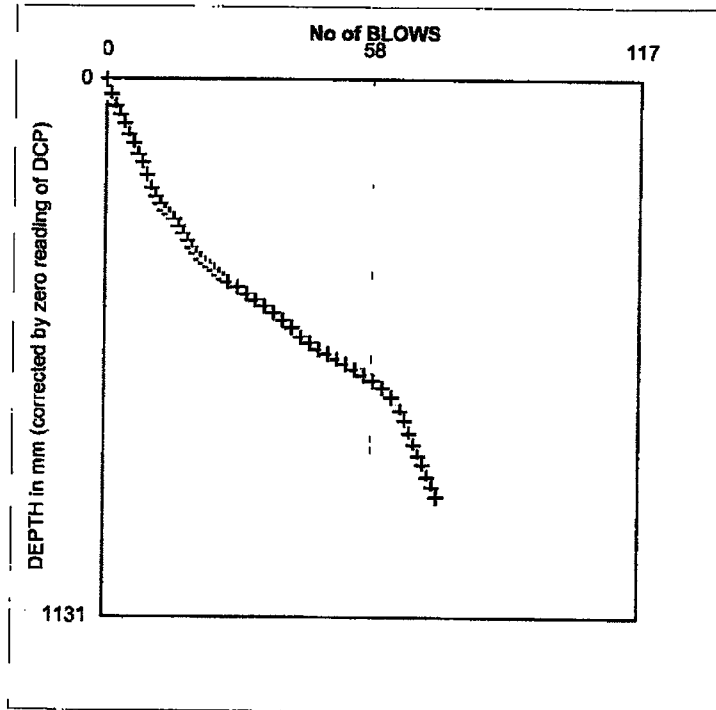
74

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	74	0
1	1	107	33
2	2	132	58
3	3	150	76
4	4	168	94
5	5	192	118
6	6	210	136
7	7	234	160
8	8	250	176
9	9	277	203
10	10	304	230
11	11	322	248
12	12	337	263
13	13	352	278
14	14	360	286
15	15	370	296
16	16	385	311
17	17	400	326
18	18	414	340
19	19	430	356
20	20	442	368
21	21	454	380
22	22	463	389
23	23	471	397
24	24	478	404
25	25	488	414
26	26	496	422
27	27	502	428
2	29	513	439
2	31	527	453
2	33	540	466
2	35	553	479
2	37	567	493
2	39	583	509
2	41	598	524
2	43	617	543
2	45	630	556
2	47	643	569
2	49	653	579
2	51	663	589
2	53	674	600
2	55	685	611
2	57	697	623
2	59	709	635
2	61	723	649

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	22.55	11.22
248	11		
248	11	12.82	20.37
389	22		
329	22	8.84	30.17
718	66		
718	66	22.86	11.22
878	73		

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 351033.7E 316313.1N Level = 71.55m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 04

DCP Zero Reading (mm) :

74

Test Started at (m) :

Date :

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	63	743	669
2	65	772	698
1	66	792	718
1	67	819	745
1	68	843	769
1	69	867	793
1	70	885	811
1	71	911	837
1	72	932	858
1	73	952	878

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 5

DCP Zero Reading (mm) :

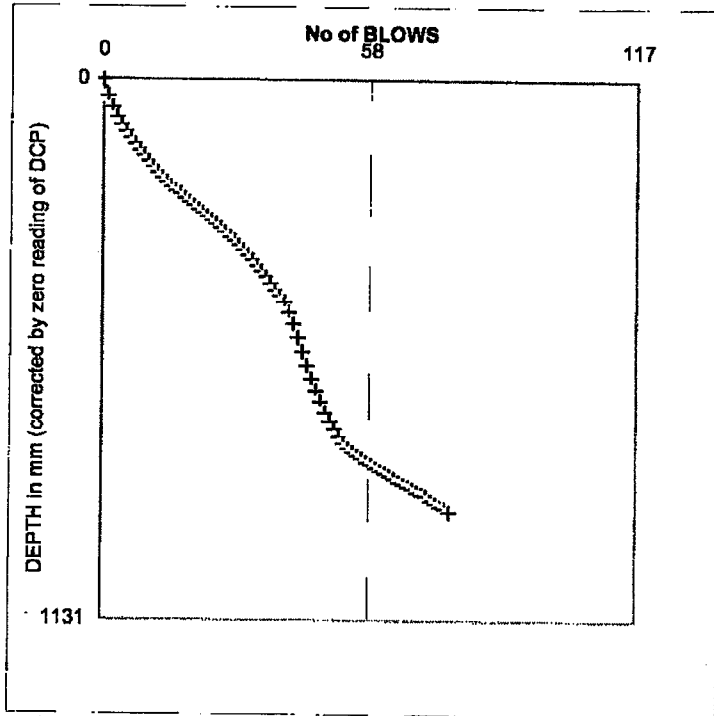
47

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	47	0
1	1	82	35
2	2	105	58
3	3	126	79
4	4	141	94
5	5	155	108
6	6	169	122
7	7	182	135
8	8	195	148
9	9	206	159
10	10	218	171
11	11	230	183
12	12	242	195
13	13	253	206
14	14	262	215
15	15	271	224
16	16	279	232
17	17	285	238
18	18	295	248
19	19	303	256
20	20	310	263
21	21	319	272
22	22	326	279
23	23	334	287
24	24	342	295
25	25	350	303
26	26	358	311
27	27	367	320
28	28	377	330
29	29	385	338
30	30	394	347
31	31	405	358
32	32	415	368
33	33	425	378
34	34	438	391
35	35	449	402
36	36	461	414
37	37	475	428
38	38	489	442
39	39	501	454
40	40	513	466
41	41	535	488
42	42	559	512
43	43	587	540
44	44	617	570

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 108	0 5	21.60	11.73
108 442	5 38	10.12	26.15
442 779	38 55	19.82	12.85
779 902	55 76	5.86	11.73

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350890.7E 316383.9N Level = 73.48m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 5

DCP Zero Reading (mm) :

47

Test Started at (m) :

Date :

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	646	599
	46	674	627
	47	699	652
	48	721	674
	49	744	697
	50	761	714
	51	777	730
	52	793	746
	53	807	760
	54	818	771
	55	826	779
	56	833	786
	57	839	792
	58	847	800
	59	852	805
	60	859	812
	61	865	818
	62	869	822
	63	875	828
	64	881	834
	65	888	841
	66	892	845
	67	897	850
	68	902	855
	69	908	861
	70	913	866
	71	916	869
	72	925	878
	73	931	884
	74	938	891
	75	942	895
	76	949	902

Remarks:

INSITU TESTING - DCP field test

Sheet 1 of 2

Project Shrewsbury Battlefield

Section/chainage No :

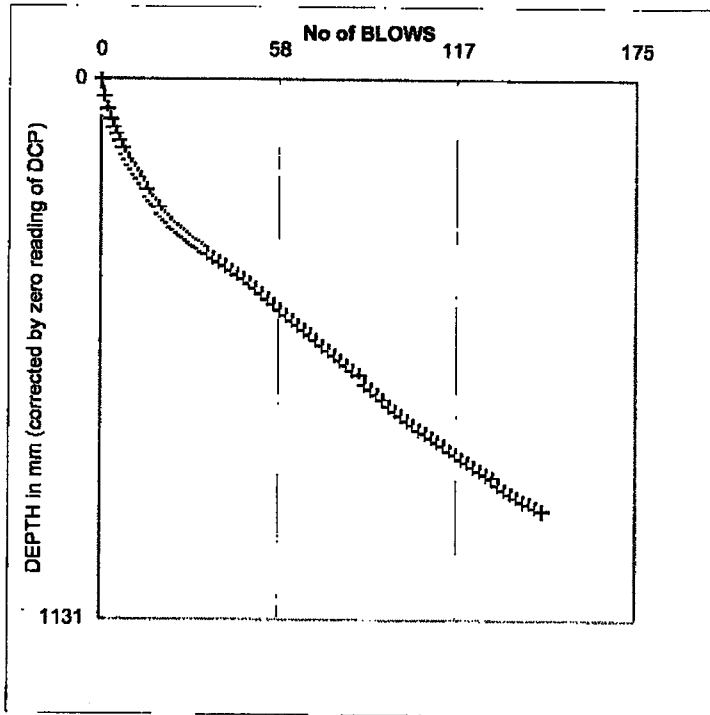
Project No PC030642

Test No : CBR 6

DCP Zero Reading (mm) : 47

Test Started at (m) : 0.000

Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	47	0
1	1	84	37
2	2	110	63
3	3	131	84
4	4	149	102
5	5	163	116
6	6	177	130
7	7	191	144
8	8	206	159
9	9	217	170
10	10	229	182
11	11	238	191
12	12	248	201
13	13	256	209
14	14	267	220
15	15	278	231
16	16	295	248
17	17	304	257
18	18	310	263
19	19	316	269
20	20	330	283
21	21	337	290
22	22	344	297
23	23	350	303
24	24	359	312
25	25	364	317
26	26	370	323
27	27	376	329
28	28	380	333
29	29	386	339
30	30	392	345
31	31	396	349
32	32	400	353
33	33	404	357
34	34	411	364
35	35	414	367
2	37	424	377
2	39	431	384
2	41	439	392
2	43	449	402
2	45	458	411
2	47	466	419
2	49	476	429
2	51	486	439
2	53	497	450

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 116	0 5	23.20	10.88
116 333	5 28	9.43	28.16
333 901	28 145	4.85	56.85

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350937.8E 316365.4N Level = 73.03m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 6

DCP Zero Reading (mm) :

47

Test Started at (m) :

Date :

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	55	508	461
2	57	519	472
2	59	531	484
2	61	542	495
2	63	553	506
2	65	562	515
2	67	572	525
2	69	582	535
2	71	593	546
2	73	605	558
2	75	615	568
2	77	625	578
2	79	636	589
2	81	646	599
2	83	657	610
2	85	666	619
2	87	686	639
2	89	696	649
2	91	707	660
2	93	718	671
2	95	731	684
2	97	742	695
2	99	751	704
2	101	762	715
2	103	771	724
2	105	781	734
2	107	787	740
2	109	797	750
2	111	806	759
2	113	813	766
2	115	824	777
2	117	832	785
2	119	841	794
2	121	848	801
2	123	858	811
2	125	866	819
2	127	874	827
2	129	881	834
2	131	895	848
2	133	905	858
2	135	913	866
2	137	921	874
2	139	929	882
2	141	934	887
2	143	941	894
2	145	948	901

Remarks:



INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 7

DCP Zero Reading (mm) :

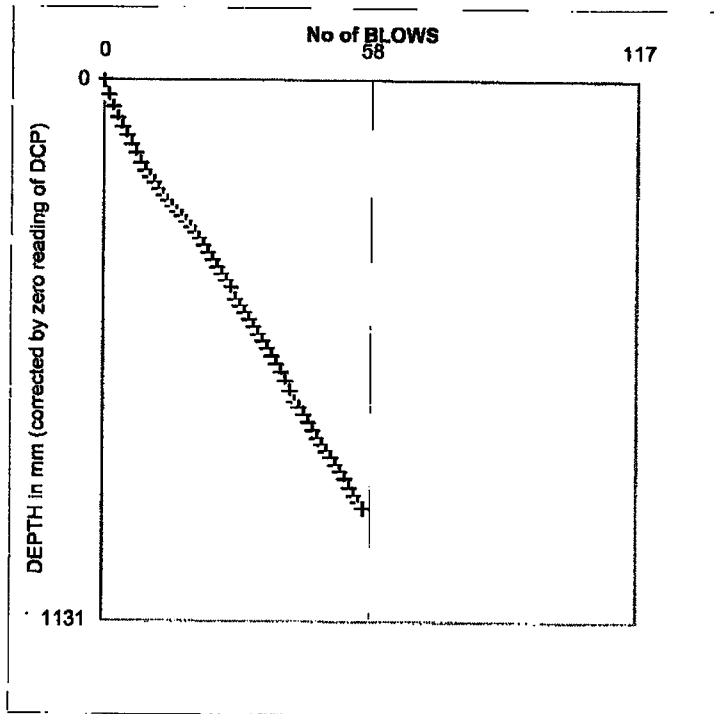
64

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	64	0
1	1	96	32
2	2	121	57
3	3	144	80
4	4	164	100
5	5	181	117
6	6	200	136
7	7	217	153
8	8	238	174
9	9	255	191
10	10	268	204
11	11	279	215
12	12	293	229
13	13	306	242
14	14	318	254
15	15	330	266
16	16	341	277
17	17	350	286
18	18	362	298
19	19	373	309
20	20	384	320
21	21	396	332
22	22	410	346
23	23	425	361
24	24	440	376
25	25	456	392
26	26	470	406
27	27	483	419
28	28	497	433
29	29	523	459
30	30	537	473
31	31	551	487
32	32	566	502
33	33	581	517
34	34	597	533
35	35	611	547
36	36	626	562
37	37	642	578
38	38	659	595
39	39	676	612
40	40	694	630
41	41	715	651
42	42	738	674
43	43	749	685
44	44	765	701

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	22.67	11.15
136	6		
136	6	14.88	17.40
895	57		

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350954.3E 316352.2N Level = 72.56m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No : CBR 7

DCP Zero Reading (mm) : 64

Test Started at (m) :

Date : 20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	781	717
	46	798	734
	47	814	750
	48	828	764
	49	841	777
	50	854	790
	51	870	806
	52	883	819
	53	898	834
	54	917	853
	55	933	869
	56	947	883
	57	959	895

Remarks:



INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 8

DCP Zero Reading (mm) :

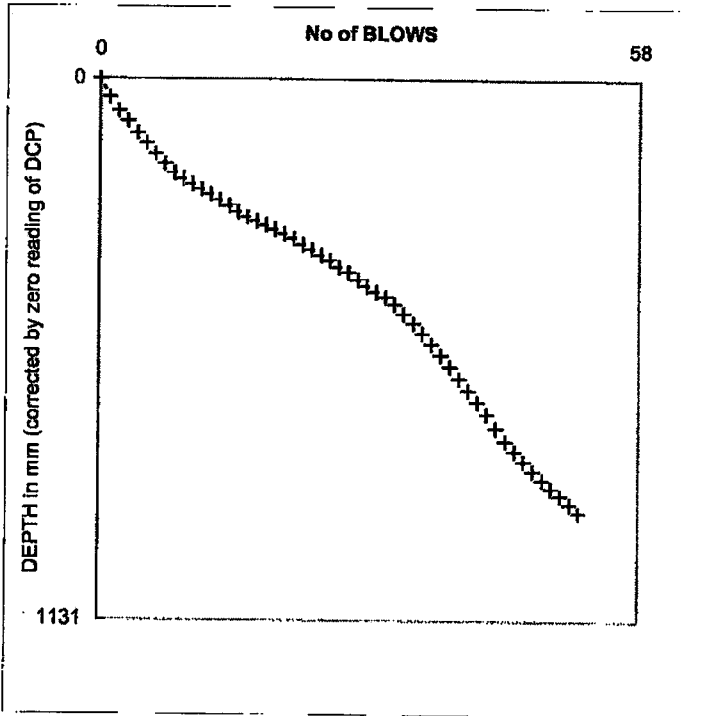
54

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	54	0
1	1	92	38
2	2	121	67
3	3	142	88
4	4	167	113
5	5	188	134
6	6	211	157
7	7	232	178
8	8	251	197
9	9	263	209
10	10	274	220
11	11	285	231
12	12	295	241
13	13	307	253
14	14	319	265
15	15	332	278
16	16	343	289
17	17	351	297
18	18	359	305
19	19	368	314
20	20	377	323
21	21	387	333
22	22	400	346
23	23	410	356
24	24	422	368
25	25	433	379
26	26	447	393
27	27	458	404
28	28	473	419
29	29	486	432
30	30	498	444
31	31	509	455
32	32	524	470
33	33	544	490
34	34	563	509
35	35	584	530
36	36	606	552
37	37	629	575
38	38	654	600
39	39	679	625
40	40	704	650
41	41	728	674
42	42	753	699
43	43	783	729
44	44	810	756

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 197	0 8	24.63	10.22
197 470	8 32	11.38	23.11
470 905	32 52	21.75	11.65

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350984.0E 316329.5N Level = 72.18m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :
Test No : CBR 8
DCP Zero Reading (mm) : 54
Test Started at (m) :
Date : 20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	831	777
	46	852	798
	47	872	818
	48	891	837
	49	908	854
	50	923	869
	51	941	887
	52	959	905

Remarks:



INSITU TESTING - DCP field test

Sheet 1 of 2

Project Shrewsbury Battlefield

Section/chainage No :

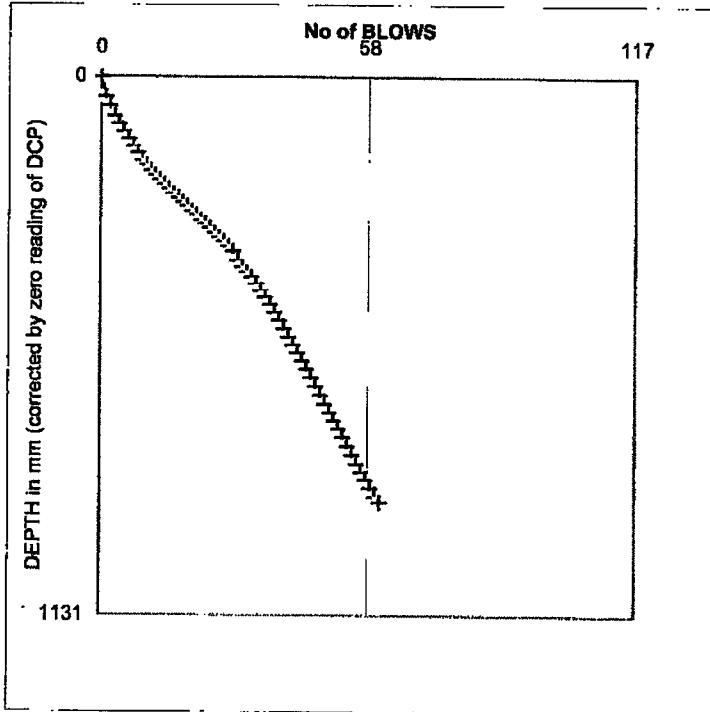
Project No PC030642

Test No : CBR 9

DCP Zero Reading (mm) : 67

Test Started at (m) : 0.000

Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	67	0
1	1	109	42
2	2	128	61
3	3	149	82
4	4	165	98
5	5	182	115
6	6	198	131
7	7	214	147
8	8	227	160
9	9	243	176
10	10	253	186
11	11	264	197
12	12	273	206
13	13	283	216
14	14	292	225
15	15	302	235
16	16	312	245
17	17	321	254
18	18	330	263
19	19	338	271
20	20	349	282
21	21	357	290
22	22	368	301
23	23	375	308
24	24	384	317
25	25	395	328
26	26	404	337
27	27	413	346
28	28	423	356
29	29	433	366
30	30	454	387
31	31	467	400
32	32	478	411
33	33	489	422
34	34	503	436
35	35	517	450
36	36	531	464
37	37	546	479
38	38	563	496
39	39	579	512
40	40	596	529
41	41	613	546
42	42	630	563
43	43	646	579
44	44	663	596

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 82	0 3	27.33	9.15
82 197	3 11	14.38	18.05
197 366	11 29	9.39	28.31
366 892	29 61	16.44	15.66

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350885.6E 316411.7N Level = 73.41m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No : CBR 9

DCP Zero Reading (mm) : 67

Test Started at (m) :

Date : 20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	680	613
	46	699	632
	47	717	650
	48	736	669
	49	754	687
	50	772	705
	51	789	722
	52	806	739
	53	823	756
	54	842	775
	55	861	794
	56	880	813
	57	898	831
	58	913	846
	59	930	863
	60	949	882
	61	959	892

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

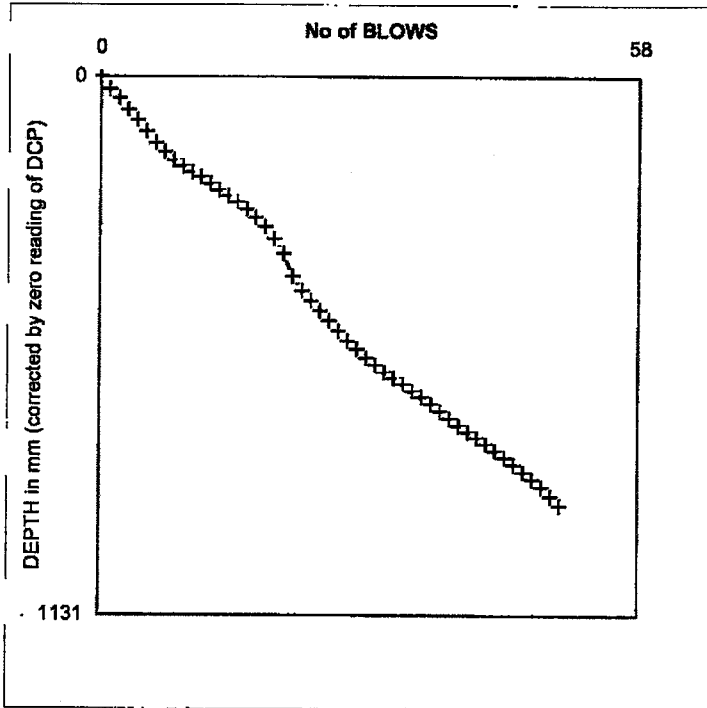
Project No PC030642

Test No : CBR 10

DCP Zero Reading (mm) : 53

Test Started at (m) : 0.000

Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	53	0
1	1	80	27
2	2	99	46
3	3	123	70
4	4	144	91
5	5	168	115
6	6	192	139
7	7	211	158
8	8	229	176
9	9	241	188
10	10	254	201
11	11	263	210
12	12	277	224
13	13	291	238
14	14	303	250
15	15	315	262
16	16	330	277
17	17	349	296
18	18	368	315
19	19	393	340
20	20	425	372
21	21	473	420
22	22	504	451
23	23	525	472
24	24	546	493
25	25	567	514
26	26	588	535
27	27	608	555
28	28	625	572
29	29	643	590
30	30	658	605
31	31	673	620
32	32	686	633
33	33	698	645
34	34	713	660
35	35	726	673
36	36	741	688
37	37	756	703
38	38	771	718
39	39	786	733
40	40	799	746
41	41	812	759
42	42	825	772
43	43	839	786
44	44	853	800

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	28.63	8.71
229	8		
315	18	8.60	31.06
315	18	34.00	7.26
451	22		
900	50	16.04	16.08

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350885.6E 316411.7N Level = 73.41m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No : CBR 10

DCP Zero Reading (mm) : 53

Test Started at (m) :

Date : 20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	868	815
	46	884	831
	47	899	846
	48	915	862
	49	934	881
	50	953	900

Remarks:



INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 11

DCP Zero Reading (mm) :

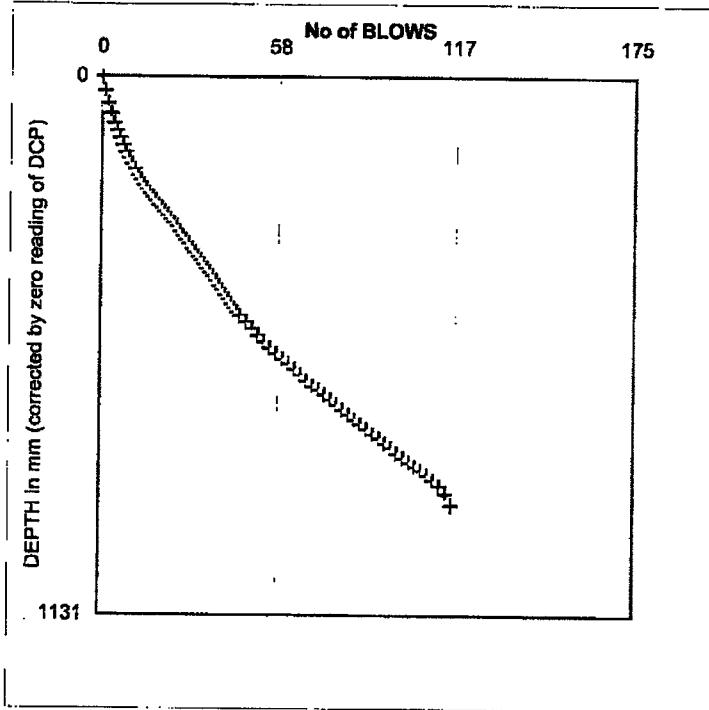
63

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	63	0
	1	94	31
	2	121	58
	3	142	79
	4	162	99
	5	178	115
	6	193	130
	7	208	145
	8	223	160
	9	236	173
	10	248	185
	11	259	196
	12	272	209
	13	281	218
	14	291	228
	15	300	237
	16	309	246
	17	317	254
	18	324	261
	19	333	270
	20	339	276
	21	347	284
	22	355	292
	23	363	300
	24	371	308
	25	378	315
	26	389	326
	27	398	335
	28	407	344
	29	414	351
	30	425	362
	31	433	370
	32	442	379
	33	449	386
	34	458	395
	35	467	404
	36	475	412
	37	483	420
	38	493	430
	39	503	440
	40	512	449
	41	523	460
	42	532	469
	43	542	479
	44	551	488

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 115	0 5	23.00	10.98
115 237	5 15	12.20	21.46
237 531	15 50	8.40	31.84
531 900	50 116	5.59	48.97

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350958.4E 316379.6N Level = 72.48m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :

Test No :

DCP Zero Reading (mm) :

Test Started at (m) :

Date :

CBR 11

63

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
1	45	559	496
1	46	567	504
2	48	580	517
2	50	594	531
2	52	609	546
2	54	622	559
2	56	634	571
2	58	646	583
2	60	657	594
2	62	668	605
2	64	679	616
2	66	691	628
2	68	703	640
2	70	714	651
2	72	722	659
2	74	732	669
2	76	742	679
2	78	753	690
2	80	764	701
2	82	774	711
2	84	784	721
2	86	793	730
2	88	804	741
2	90	814	751
2	92	823	760
2	94	834	771
2	96	843	780
2	98	855	792
2	100	864	801
2	102	874	811
2	104	882	819
2	106	890	827
2	108	900	837
2	110	911	848
2	112	922	859
2	114	939	876
2	116	963	900

Remarks:



INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 12

DCP Zero Reading (mm) :

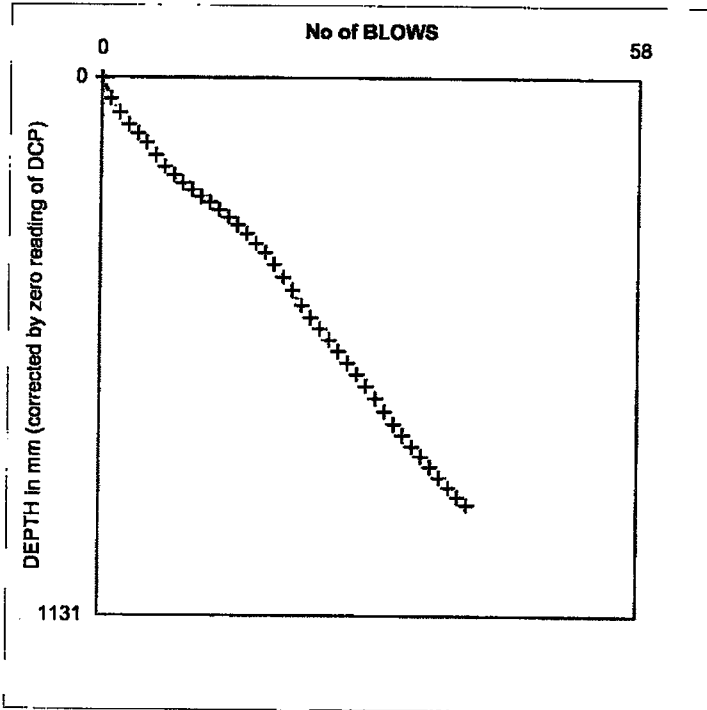
56

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	56	0
1	1	100	44
2	2	130	74
3	3	154	98
4	4	173	117
5	5	192	136
6	6	219	163
7	7	243	187
8	8	261	205
9	9	277	221
10	10	292	236
11	11	306	250
12	12	318	262
13	13	334	278
14	14	349	293
15	15	366	310
16	16	384	328
17	17	405	349
18	18	424	368
19	19	449	393
20	20	476	420
21	21	504	448
22	22	535	479
23	23	561	505
24	24	584	528
25	25	607	551
26	26	630	574
27	27	655	599
28	28	679	623
29	29	704	648
30	30	730	674
31	31	758	702
32	32	784	728
33	33	808	752
34	34	831	775
35	35	852	796
36	36	874	818
37	37	896	840
38	38	917	861
39	39	936	880
40	40	953	897

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	25.63	9.80
205	8		
328	16	15.38	16.81
897	40	23.71	10.63

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 351003.8E 316354.3N Level = 72.00m

INSITU TESTING - DCP field test

Project: Shrewsbury Battlefield

Section/chainage No :

Project No: PC030642

Test No :

CBR 13

DCP Zero Reading (mm) :

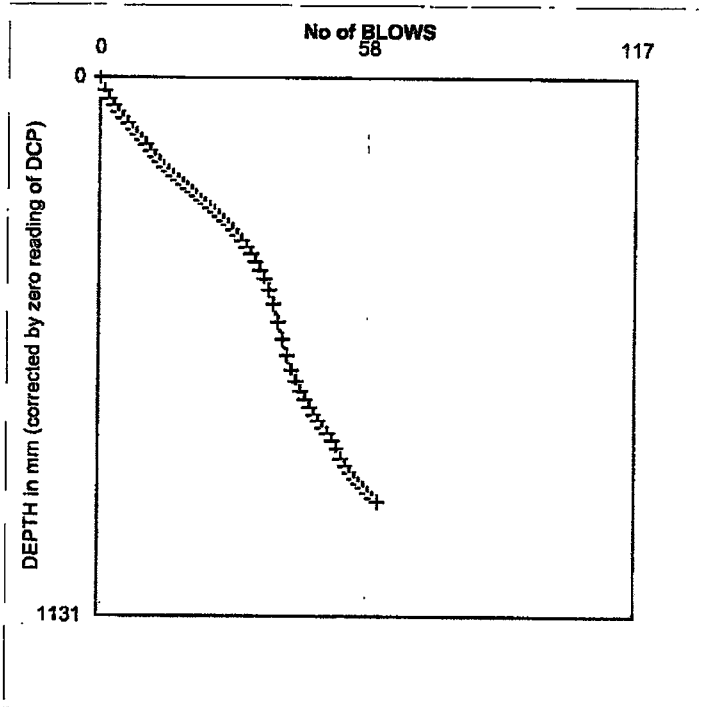
71

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	71	0
	1	99	28
	2	117	46
	3	131	60
	4	145	74
	5	157	86
	6	168	97
	7	181	110
	8	192	121
	9	203	132
	10	213	142
	11	226	155
	12	238	167
	13	249	178
	14	260	189
	15	269	198
	16	279	208
	17	288	217
	18	297	226
	19	305	234
	20	312	241
	21	320	249
	22	329	258
	23	337	266
	24	345	274
	25	354	283
	26	363	292
	27	372	301
	28	381	310
	29	391	320
	30	403	332
	31	414	343
	32	428	357
	33	442	371
	34	458	387
	35	476	405
	36	494	423
	37	517	446
	38	547	476
	39	585	514
	40	621	550
	41	655	584
	42	686	615
	43	709	638
	44	730	659

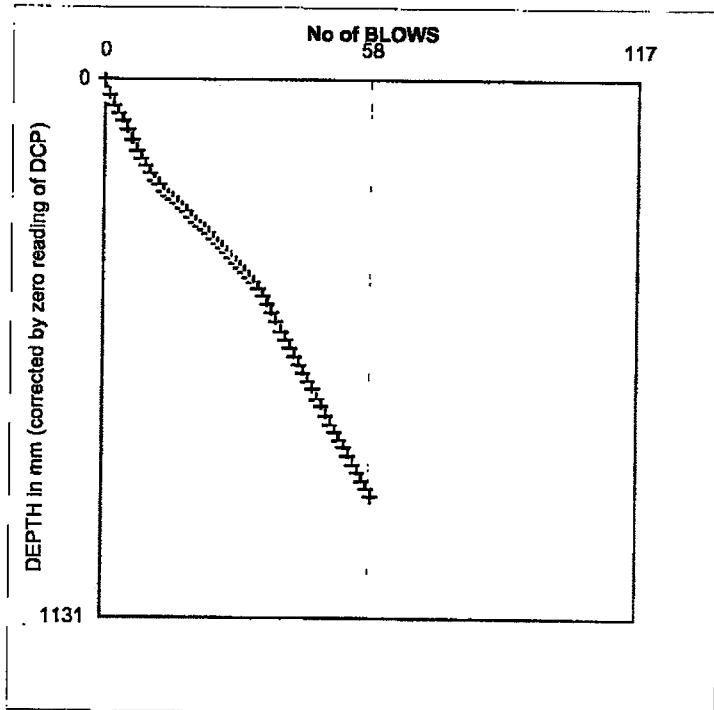
DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 121	0 8	15.13	17.10
121 371	8 33	10.00	26.49
371 659	33 44	26.18	9.58
659 890	44 61	13.59	19.15

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350976.6E 316386.9N Level = 72.41m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield
 Project No PC030642

Section/chainage No :
 Test No : CBR 14
 DCP Zero Reading (mm) : 76
 Test Started at (m) : 0.000
 Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	76	0
1	1	110	34
2	2	132	56
3	3	149	73
4	4	164	88
5	5	182	106
6	6	204	128
7	7	226	150
8	8	244	168
9	9	258	182
10	10	273	197
11	11	290	214
12	12	297	221
13	13	311	235
14	14	321	245
15	15	328	252
16	16	336	260
17	17	347	271
18	18	353	277
19	19	366	290
20	20	377	301
21	21	385	309
22	22	392	316
23	23	400	324
24	24	411	335
25	25	422	346
26	26	431	355
27	27	441	365
28	28	452	376
29	29	463	387
30	30	472	396
31	31	482	406
32	32	493	417
33	33	504	428
34	34	517	441
35	35	532	456
36	36	549	473
37	37	567	491
38	38	586	510
39	39	607	531
40	40	623	547
41	41	640	564
42	42	658	582
43	43	675	599
44	44	692	616

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	19.45	13.11
214	11		
441	34	9.87	26.86
876	59	17.40	14.75

Remarks: Test undertaken at Ground level, as specified by the Engineer.
 OS National Grid Reference = 350960.3E 316403.6N Level = 72.24m

INSITU TESTING - DCP field test

Sheet 2 of 2

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 14

DCP Zero Reading (mm) :

76

Test Started at (m) :

Date :

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	710	634
	46	725	649
	47	749	673
	48	762	686
	49	783	707
	50	803	727
	51	817	741
	52	835	759
	53	849	773
	54	867	791
	55	886	810
	56	902	826
	57	920	844
	58	936	860
	59	952	876

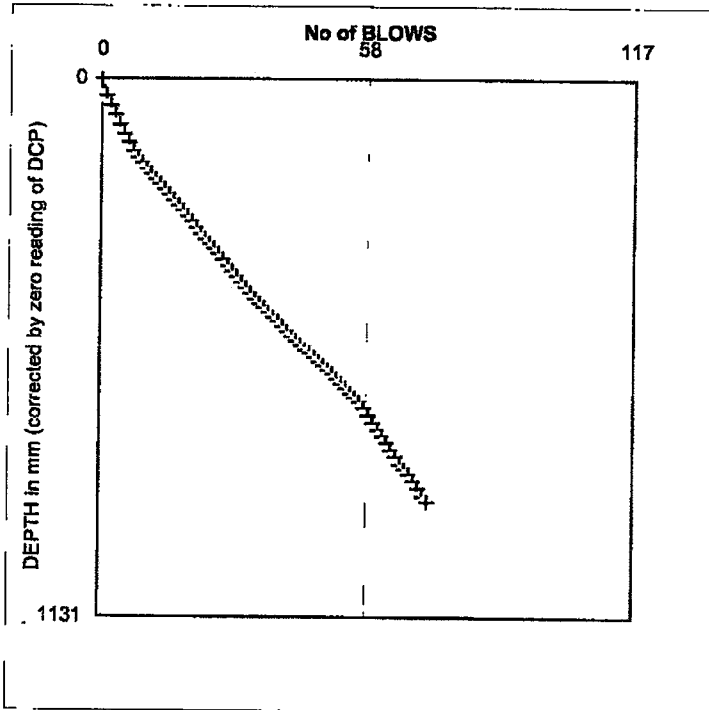
Remarks:

The logo for 'geotechnics' features the word in a bold, lowercase, sans-serif font. The letters 'g' and 'n' are stylized with horizontal bars extending from their top and bottom respectively. The logo is positioned in the bottom right corner of the page.

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield
 Project No PC030642

Section/chainage No :
 Test No : CBR 15
 DCP Zero Reading (mm) : 61
 Test Started at (m) : 0.000
 Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	61	0
1	1	97	36
2	2	119	58
3	3	138	77
4	4	158	97
5	5	178	117
6	6	196	135
7	7	214	153
8	8	228	167
9	9	239	178
10	10	252	191
11	11	262	201
12	12	274	213
13	13	283	222
14	14	294	233
15	15	305	244
16	16	317	256
17	17	329	268
18	18	339	278
19	19	351	290
20	20	362	301
21	21	375	314
22	22	388	327
23	23	399	338
24	24	409	348
25	25	419	358
26	26	430	369
27	27	442	381
28	28	455	394
29	29	467	406
30	30	478	417
31	31	490	429
32	32	502	441
33	33	513	452
34	34	525	464
35	35	535	474
36	36	544	483
37	37	553	492
38	38	564	503
39	39	572	511
40	40	583	522
41	41	594	533
42	42	605	544
43	43	613	552
44	44	622	561

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 135	0 6	22.50	11.24
135 483	6 36	11.60	22.64
483 692	36 58	9.50	27.96
692 889	58 72	14.07	18.46

Remarks: Test undertaken at Ground level, as specified by the Engineer.
 OS National Grid Reference = Level =

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 15

DCP Zero Reading (mm) :

61

Test Started at (m) :

Date :

20/10/2003

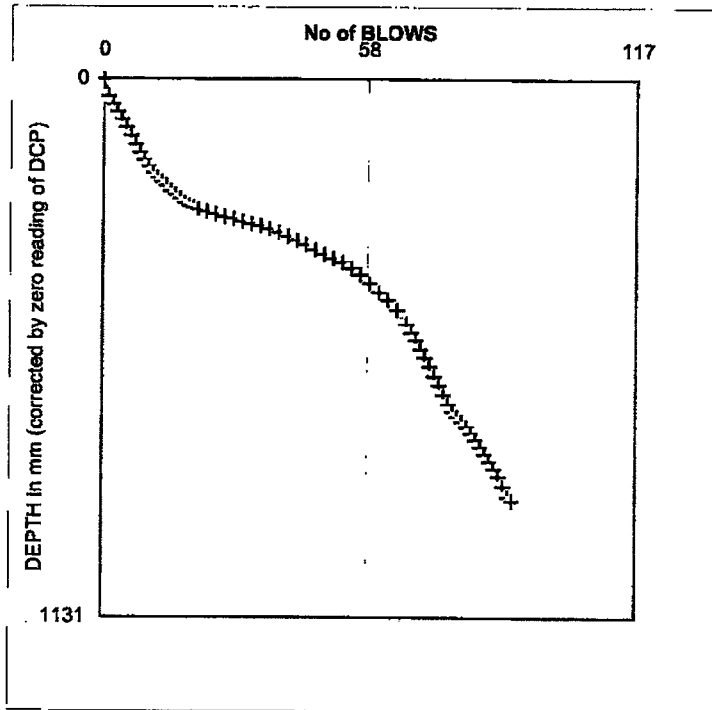
BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	632	571
	46	638	577
	47	647	586
	48	656	595
	49	664	603
	50	674	613
	51	681	620
	52	692	631
	53	703	642
	54	712	651
	55	723	662
	56	732	671
	57	741	680
	58	753	692
	59	769	708
	60	785	724
	61	800	739
	62	813	752
	63	826	765
	64	842	781
	65	855	794
	66	872	811
	67	882	821
	68	893	832
	69	907	846
	70	922	861
	71	939	878
	72	950	889

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield
 Project No PC030642

Section/chainage No :
 Test No : CBR 16
 DCP Zero Reading (mm) : 69
 Test Started at (m) : 0.000
 Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	69	0
1	1	106	37
1	2	123	54
1	3	139	70
1	4	155	86
1	5	172	103
1	6	189	120
1	7	207	138
1	8	224	155
1	9	240	171
1	10	253	184
1	11	267	198
1	12	277	208
1	13	285	216
1	14	293	224
1	15	304	235
1	16	311	242
1	17	320	251
1	18	329	260
1	19	335	266
1	20	339	270
1	21	342	273
2	23	347	278
2	25	352	283
2	27	358	289
2	29	362	293
2	31	368	299
2	33	373	304
2	35	377	308
2	37	384	315
2	39	391	322
2	41	399	330
2	43	408	339
2	45	417	348
2	47	428	359
2	49	437	368
2	51	446	377
2	53	455	386
2	55	468	399
2	57	481	412
2	59	499	430
2	61	518	449
2	63	534	465
2	65	555	486
2	67	585	516

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	16.62	15.49
216	13		
273	21	7.13	37.90
465	63	4.57	60.58
886	90	15.59	16.56

Remarks: Test undertaken at Ground level, as specified by the Engineer.
 OS National Grid Reference = 350977.1E 316434.0N Level = 71.52m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :

Test No :

DCP Zero Reading (mm) :

Test Started at (m) :

Date :

CBR 16

69

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	68	603	534
	69	618	549
	70	637	568
	71	654	585
	72	673	604
	73	693	624
	74	712	643
	75	732	663
	76	752	683
	77	767	698
	78	778	709
	79	789	720
	80	800	731
	81	813	744
	82	827	758
	83	842	773
	84	857	788
	85	873	804
	86	888	819
	87	904	835
	88	925	856
	89	946	877
	90	955	886

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 17

DCP Zero Reading (mm) :

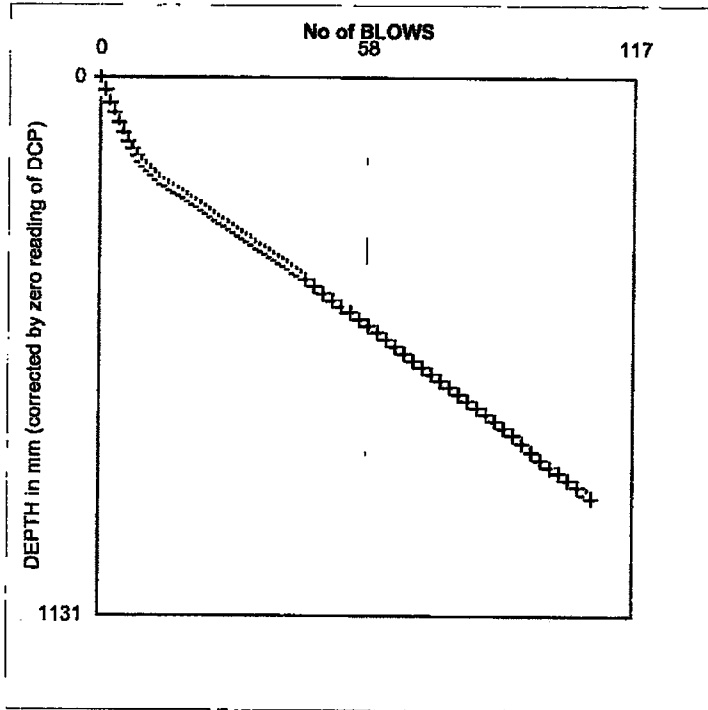
72

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	72	0
	1	99	27
	2	126	54
	3	146	74
	4	167	95
	5	188	116
	6	207	135
	7	222	150
	8	236	164
	9	250	178
	10	261	189
	11	270	198
	12	279	207
	13	288	216
	14	297	225
	15	301	229
	16	309	237
	17	315	243
	18	320	248
	19	326	254
	20	333	261
	21	339	267
	22	344	272
	23	352	280
	24	359	287
	25	366	294
	26	373	301
	27	379	307
	28	385	313
	29	392	320
	30	399	327
	31	406	334
	32	412	340
	33	418	346
	34	425	353
	35	433	361
	36	439	367
	37	444	372
	38	451	379
	39	457	385
	40	464	392
	41	469	397
	42	476	404
	43	484	412
	44	490	418

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	21.00	12.09
189	9		
189	9	7.01	38.55
883	108		

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350997.9E 316446.2N Level = 70.39m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :
 Test No :
 DCP Zero Reading (mm) :
 Test Started at (m) :
 Date :

CBR 17
 72

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
1	45	497	425
2	47	511	439
2	49	527	455
2	51	541	469
2	53	554	482
2	55	566	494
2	57	581	509
2	59	595	523
2	61	608	536
2	63	623	551
2	65	637	565
2	67	652	580
2	69	667	595
2	71	681	609
2	73	695	623
2	75	709	637
2	77	723	651
2	79	738	666
2	81	752	680
2	83	766	694
2	85	780	708
2	87	794	722
2	89	809	737
2	91	823	751
2	93	841	769
2	95	859	787
2	97	876	804
2	99	891	819
2	101	903	831
2	103	917	845
2	105	932	860
2	107	948	876
1	108	955	883

Remarks:



INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 18

DCP Zero Reading (mm) :

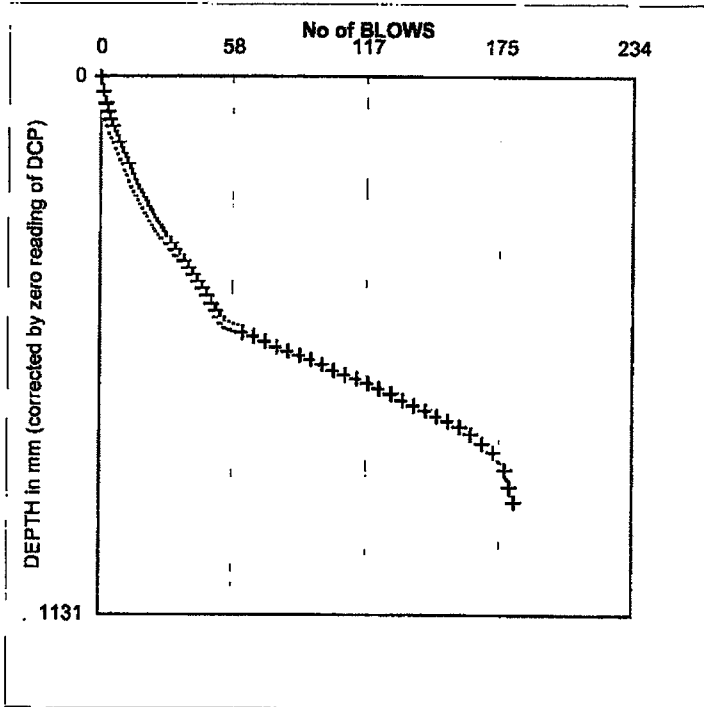
59

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	59	0
1	1	92	33
1	2	117	58
1	3	134	75
1	4	152	93
1	5	166	107
1	6	180	121
1	7	190	131
1	8	199	140
1	9	213	154
1	10	224	165
1	11	236	177
1	12	245	186
1	13	258	199
1	14	269	210
1	15	280	221
1	16	292	233
1	17	302	243
1	18	311	252
1	19	319	260
1	20	328	269
1	21	336	277
1	22	347	288
1	23	354	295
1	24	364	305
1	25	372	313
1	26	379	320
1	27	385	326
1	28	392	333
1	29	400	341
2	31	411	352
2	33	424	365
2	35	437	378
2	37	448	389
2	39	462	403
2	41	476	417
2	43	491	432
2	45	505	446
2	47	520	461
2	49	538	479
2	51	553	494
2	53	567	508
2	55	579	520
2	57	588	529
2	59	592	533

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 221	0 15	14.73	17.58
221 529	15 57	7.33	36.76
529 789	57 173	2.24	128.68
789 894	173 182	11.67	22.50

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350974.2E 316458.6N Level = 70.51m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :
 Test No :
 DCP Zero Reading (mm) :
 Test Started at (m) :
 Date :

CBR 18
 59

20/10/2003

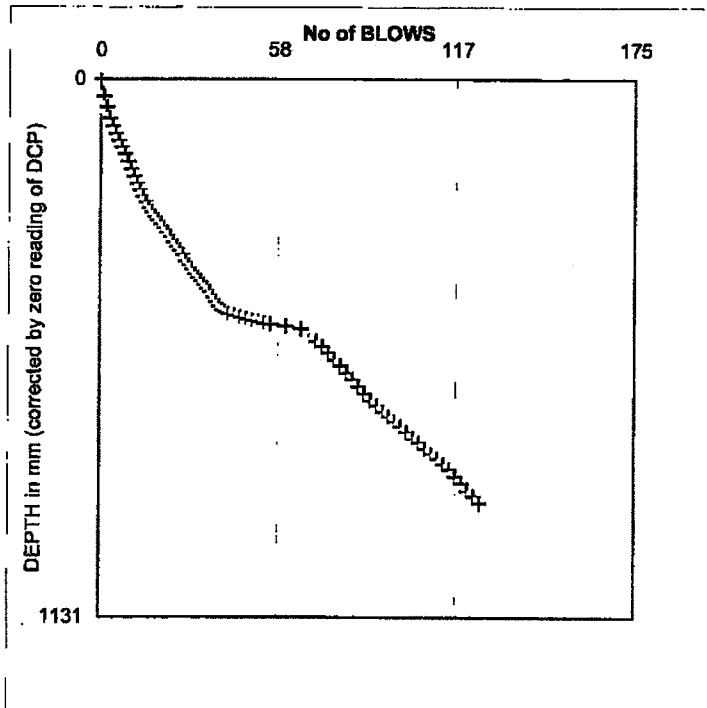
BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	61	596	537
2	63	598	539
5	68	606	547
5	73	617	558
5	78	628	569
5	83	637	578
5	88	646	587
5	93	655	596
5	98	665	606
5	103	678	619
5	108	687	628
5	113	695	636
5	118	704	645
5	123	715	656
5	128	726	667
5	133	740	681
5	138	751	692
5	143	761	702
5	148	773	714
5	153	783	724
5	158	795	736
5	163	810	751
5	168	830	771
5	173	848	789
5	178	886	827
2	180	922	863
2	182	953	894

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield
 Project No PC030642

Section/chainage No :
 Test No : CBR 19
 DCP Zero Reading (mm) : 53
 Test Started at (m) : 0.000
 Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	53	0
	1	90	37
	2	112	59
	3	136	83
	4	152	99
	5	168	115
	6	183	130
	7	196	143
	8	210	157
	9	226	173
	10	243	190
	11	258	205
	12	273	220
	13	286	233
	14	299	246
	15	311	258
	16	323	270
	17	332	279
	18	341	288
	19	349	296
	20	357	304
	21	365	312
	22	375	322
	23	384	331
	24	395	342
	25	405	352
	26	413	360
	27	422	369
	28	435	382
	29	444	391
	30	453	400
	31	463	410
	32	471	418
	33	478	425
	34	486	433
	35	494	441
	36	501	448
	37	512	459
	38	522	469
	39	531	478
	40	539	486
	41	543	490
	42	547	494
2	44	550	497
2	46	554	501

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	17.57	14.60
246	14		
246	41	9.04	29.48
490	41		
490	66	1.44	205.40
526	66		
526	125	6.19	44.00

Remarks: Test undertaken at Ground level, as specified by the Engineer.
 OS National Grid Reference = 351003.6E 316461.5N Level = 69.48m

INSITU TESTING - DCP field test

Sheet 2 of 2

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 19

DCP Zero Reading (mm) :

53

Test Started at (m) :

Date :

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	48	558	505
2	50	562	509
2	52	564	511
2	54	567	514
2	56	569	516
5	61	573	520
5	66	579	526
5	71	605	552
2	73	616	563
2	75	630	577
2	77	644	591
2	79	656	603
2	81	672	619
2	83	685	632
2	85	700	647
2	87	714	661
2	89	729	676
2	91	740	687
2	93	752	699
2	95	763	710
2	97	773	720
2	99	784	731
2	101	795	742
2	103	809	756
2	105	817	764
2	107	830	777
2	109	841	788
2	111	851	798
2	113	863	810
2	115	874	821
2	117	889	836
2	119	903	850
2	121	919	866
2	123	930	877
2	125	944	891

Remarks:

geotechnics

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

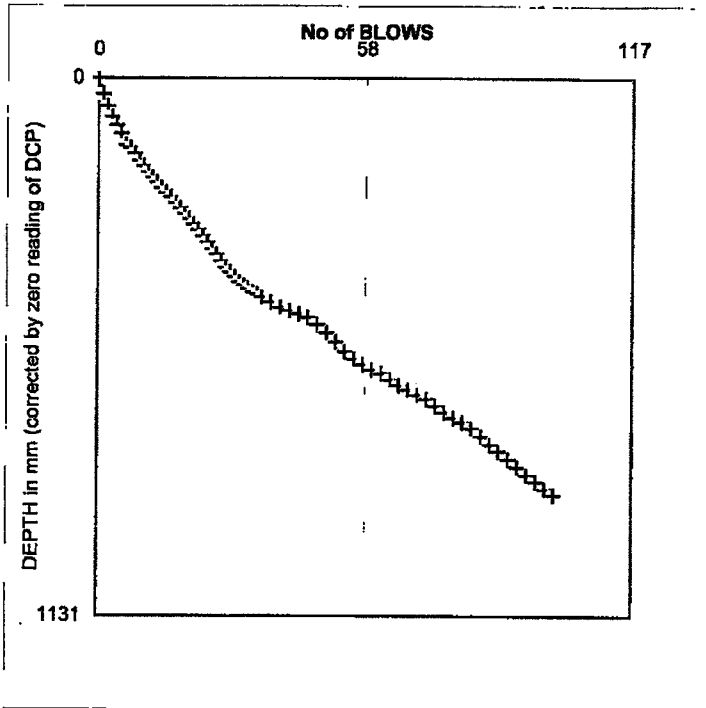
Project No PC030642

Test No : CBR 20

DCP Zero Reading (mm) : 77

Test Started at (m) : 0.000

Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	77	0
1	1	111	34
2	2	137	60
3	3	159	82
4	4	177	100
5	5	194	117
6	6	218	141
7	7	224	147
8	8	236	159
9	9	251	174
10	10	263	186
11	11	275	198
12	12	286	209
13	13	296	219
14	14	308	231
15	15	318	241
16	16	327	250
17	17	339	262
18	18	350	273
19	19	362	285
20	20	373	296
21	21	384	307
22	22	396	319
23	23	409	332
24	24	422	345
25	25	437	360
26	26	448	371
27	27	462	385
28	28	475	398
29	29	485	408
30	30	495	418
31	31	506	429
32	32	513	436
33	33	520	443
34	34	527	450
35	35	531	454
36	36	538	461
38	38	549	472
40	40	560	483
42	42	567	490
44	44	574	497
46	46	581	504
48	48	596	519
50	50	613	536
52	52	632	555

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 141	0 6	23.50	10.73
141 429	6 31	11.52	22.81
429 877	31 100	6.49	41.81

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 350987.1E 316476.4N Level = 69.43m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :

Test No :

DCP Zero Reading (mm) :

Test Started at (m) :

Date :

CBR 20

77

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	54	652	575
2	56	667	590
2	58	679	602
2	60	690	613
2	62	698	621
2	64	711	634
2	66	723	646
2	68	732	655
2	70	743	666
2	72	752	675
2	74	766	689
2	76	780	703
2	78	791	714
2	80	801	724
2	82	813	736
2	84	830	753
2	86	847	770
2	88	862	785
2	90	878	801
2	92	895	818
2	94	912	835
2	96	926	849
2	98	942	865
2	100	954	877

Remarks:



INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

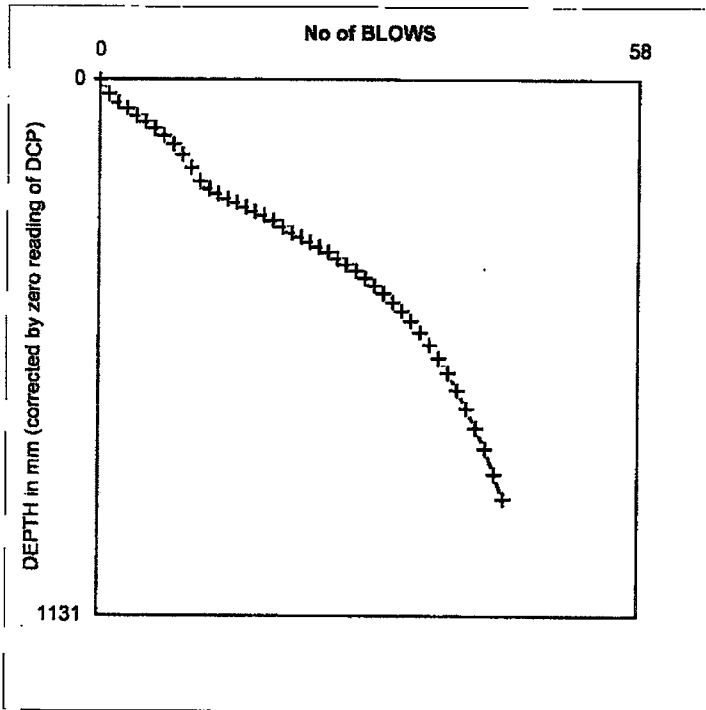
Project No PC030642

Test No : CBR 21

DCP Zero Reading (mm) : 74

Test Started at (m) : 0.000

Date : 20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	74	0
	1	105	31
	2	124	50
	3	135	61
	4	152	78
	5	164	90
	6	178	104
	7	193	119
	8	211	137
	9	233	159
	10	261	187
	11	290	216
	12	305	231
	13	315	241
	14	326	252
	15	334	260
	16	344	270
	17	353	279
	18	361	287
	19	372	298
	20	386	312
	21	398	324
	22	407	333
	23	418	344
	24	428	354
	25	439	365
	26	453	379
	27	465	391
	28	478	404
	29	493	419
	30	509	435
	31	525	451
	32	544	470
	33	563	489
	34	584	510
	35	609	535
	36	634	560
	37	662	588
	38	693	619
	39	730	656
	40	768	694
	41	810	736
	42	853	779
	43	907	833
	44	959	885

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 231	0 12	19.25	13.25
231 470	12 32	11.95	21.94
470 885	32 44	34.58	7.14

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 351016.3E 316490.7N Level = 68.63m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 22

DCP Zero Reading (mm) :

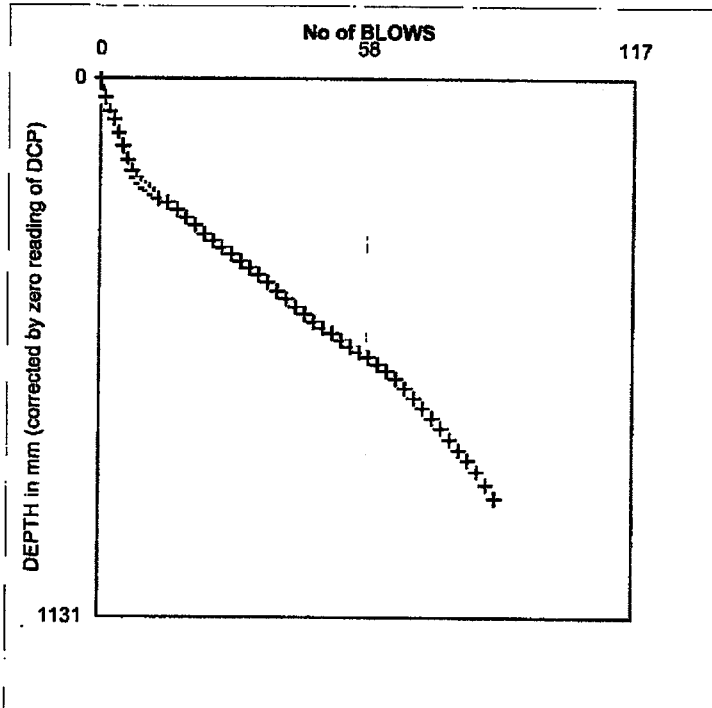
80

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	80	0
1	1	121	41
1	2	150	70
1	3	167	87
1	4	195	115
1	5	222	142
1	6	251	171
1	7	274	194
1	8	289	209
1	9	301	221
1	10	311	231
1	11	316	236
1	12	325	245
1	13	332	252
2	15	340	260
2	17	355	275
2	19	371	291
2	21	387	307
2	23	406	326
2	25	421	341
2	27	435	355
2	29	449	369
2	31	464	384
2	33	478	398
2	35	493	413
2	37	508	428
2	39	527	447
2	41	543	463
2	43	560	480
2	45	575	495
2	47	591	511
2	49	604	524
2	51	615	535
2	53	630	550
2	55	643	563
2	57	654	574
2	59	665	585
2	61	680	600
2	63	694	614
2	65	710	630
2	67	730	650
2	69	751	671
2	71	772	692
2	73	793	713
2	75	814	734

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	24.56	10.25
221	9		
221	9	7.40	36.43
650	67		
650	67	11.55	22.74
881	87		

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 351018.9E 316442.9N Level = 69.77m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :

Test No :

DCP Zero Reading (mm) :

Test Started at (m) :

Date :

CBR 22

80

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	77	838	758
2	79	860	780
2	81	881	801
2	83	905	825
2	85	932	852
2	87	961	881

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR 23

DCP Zero Reading (mm) :

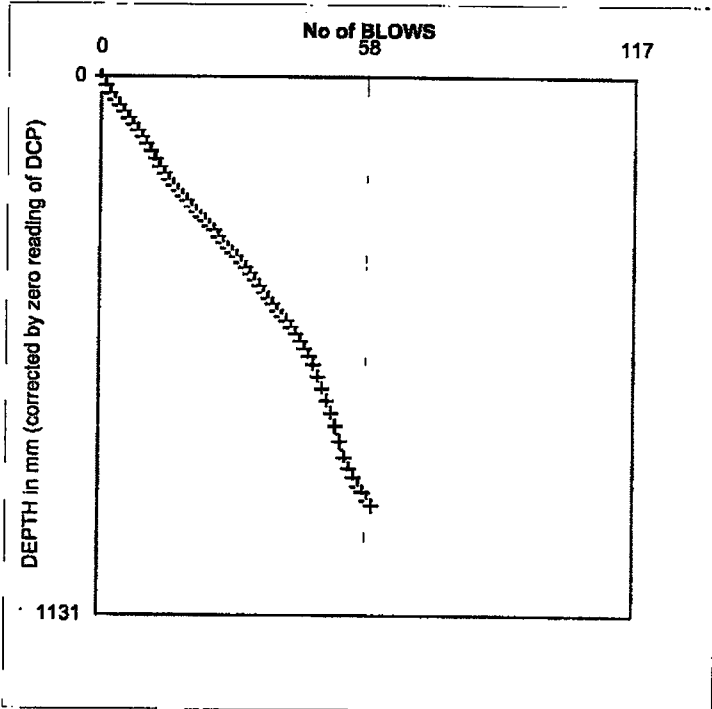
53

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	53	0
1	1	72	19
2	2	90	37
3	3	103	50
4	4	115	62
5	5	128	75
6	6	141	88
7	7	154	101
8	8	167	114
9	9	181	128
10	10	195	142
11	11	210	157
12	12	226	173
13	13	243	190
14	14	257	204
15	15	270	217
16	16	282	229
17	17	293	240
18	18	304	251
19	19	314	261
20	20	327	274
21	21	338	285
22	22	349	296
23	23	356	303
24	24	368	315
25	25	376	323
26	26	391	338
27	27	403	350
28	28	414	361
29	29	423	370
30	30	432	379
31	31	444	391
32	32	455	402
33	33	468	415
34	34	481	428
35	35	493	440
36	36	507	454
37	37	519	466
38	38	531	478
39	39	545	492
40	40	557	504
41	41	567	514
42	42	580	527
43	43	593	540
44	44	609	556

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0 587	0 46	12.76	20.47
587 823	46 55	26.22	9.56
823 899	55 60	15.20	17.01

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 351046.1E 316432.0N Level = 69.63m



INSITU TESTING - DCP field test

Sheet 2 of 2

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No : CBR 23

DCP Zero Reading (mm) : 53

Test Started at (m) :

Date : 20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
	45	624	571
	46	640	587
	47	658	605
	48	683	630
	49	709	656
	50	734	681
	51	760	707
	52	787	734
	53	819	766
	54	853	800
	55	876	823
	56	894	841
	57	912	859
	58	924	871
	59	943	890
	60	952	899

Remarks:

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Section/chainage No :

Project No PC030642

Test No :

CBR24

DCP Zero Reading (mm) :

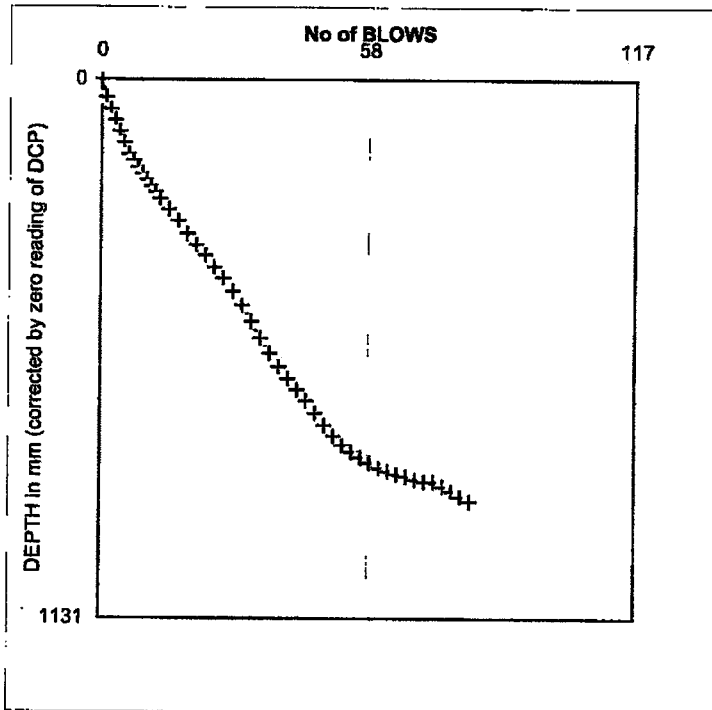
69

Test Started at (m) :

0.000

Date :

20/10/03



BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
0	0	69	0
1	1	107	38
1	2	132	63
1	3	154	85
1	4	178	109
1	5	201	132
1	6	226	157
1	7	239	170
1	8	254	185
1	9	267	198
1	10	279	210
1	11	292	223
1	12	305	236
1	13	318	249
2	15	341	272
2	17	365	296
2	19	392	323
2	21	416	347
2	23	438	369
2	25	464	395
2	27	487	418
2	29	515	446
2	31	544	475
2	33	578	509
2	35	612	543
2	37	644	575
2	39	672	603
2	41	697	628
2	43	720	651
2	45	743	674
2	47	769	700
2	49	795	726
2	51	818	749
2	53	837	768
2	55	851	782
2	57	863	794
2	59	874	805
2	61	885	816
2	63	892	823
2	65	898	829
2	67	903	834
2	69	909	840
2	71	913	844
2	73	914	845
2	75	924	855

DEPTH (mm)	BLOWS No	DCP mm/blow	CBR % (TRRL)
0	0	26.17	9.58
157	6		
475	31	12.72	20.54
749	51	13.70	18.99
886	81	4.57	60.65

Remarks: Test undertaken at Ground level, as specified by the Engineer.
OS National Grid Reference = 351078.5E 316441.0N Level = 68.30m

INSITU TESTING - DCP field test

Project Shrewsbury Battlefield

Project No PC030642

Section/chainage No :

Test No :

DCP Zero Reading (mm) :

Test Started at (m) :

Date :

CBR24

69

20/10/2003

BLOWS No	BLOWS TOTAL	READING (mm)	DEPTH (mm)
2	77	933	864
2	79	945	876
2	81	955	886

Remarks:

APPENDIX 8
MONITORING RESULTS

MONITORING

Project : SHREWSBURY BATTLEFIELD IWMF.

Project No : PC030642.

Monitored by Enviros Consulting Ltd on the 18th December 2003.

BH1 DRY

BH9 DRY

BH18 DRY

BH20 DRY

APPENDIX 9

LABORATORY TEST RESULTS - GEOTECHNICAL

Classification and Strength

Symbol **C - Clay** **M - Silt**
 (0 - containing organic matter)
 Plasticity L - Low
 I - Intermediate
 H - High
 V - Very High
 E - Extremely High

Ip Plasticity Index
 % % Retained on 425 µm sieve
 (shown over Ip value)
 w_L Liquid Limit
 w_p Plastic Limit
 NP Non-Plastic
 w Moisture Content

Test **Quick undrained triaxial tests**
 SS Single stage - 102mm diameter.
 S3 Single stage - set of 3
 38mm diameter.
 MS Multistage - 102mm diameter.
 D Drained Test
 HV Hand Vane
 PP Pocket Penetrometer (kg/cm²)
 UT Unsuitable for Test

γ_b Bulk Density
 σ₃ Triaxial Cell Pressure
 σ₁ - σ₃ Deviator Stress
 ### Excessive Strain
 c_u Undrained Cohesion
 c Cohesion Intercept
 φ Angle of Shearing Resistance

Chemical Analysis

Acid Soluble Total sulphate in specimen
 (expressed as SO₃%)
 Water Soluble Soluble Sulphate in 2:1 water : soil
 extract (expressed as SO₃ g/L)
 In Water Sulphate content of groundwater
 (expressed as SO₃ g/L)
 pH pH value
 Organic Content Organic content expressed as a
 percentage of dry weight.
 Chloride Content Chloride Ion Content expressed as a
 percentage of dry weight.

Consolidation

Size Size of specimen in mm
 (d = diameter, h = height)
 w Moisture Content
 γ_b Bulk Density
 γ_d Dry Density
 ρ_s Particle Density
 (A = Assumed, M = Measured)
 S_r Initial Degree of Saturation
 p Applied Pressure
 e Voids Ratio
 m_v Coefficient of Volume Compressibility
 c_{v50} Coefficient of Consolidation - Log t
 c_{v90} Coefficient of Consolidation - √t

MCV, Compaction, CBR

MCV Moisture Condition Value at natural
 moisture content
 MCC Moisture Condition Calibration
 CCV Chalk Crushing Value

Compaction

Type 2.5 = BS 2.5 kg Rammer
 4.5 = BS 4.5 kg Rammer
 V = BS Vibrating Hammer

γ_b Bulk Density
 γ_d Dry Density

CBR California Bearing Ratio

Type 2.5 = Test on Specimen
 Recompacted using
 BS 2.5 kg Rammer
 4.5 = As above but using
 BS 4.5 kg Rammer
 V = As above but using BS
 Vibrating Hammer
 M = Test on open drive mould
 specimen cut in field
 S = Soaked Specimen

Top CBR at top of mould
 Bottom CBR at bottom of mould
 ND None Detected

**All tests performed in accordance with BS 1377 :
 Parts 1-9 : 1990 incorporating amendments
 where appropriate.**

LABORATORY RESULTS - Classification and Strength

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

Sample				Classification					Strength					
Hole	Depth	Type	Description	Symbol	I _p	W _L	W _p	W%	Test	γ _b Mg/m ³	σ ₃ kN/m ²	σ ₁ -σ ₃ kN/m ²	c kN/m ²	φ deg
BH1	1.50 2.00 Spec. Depth 1.50	U	41140 Stiff red brown slightly gravelly very sandy CLAY.					15	MS	2.19	50 100 200	199 ##	99	
	2.50 2.95 Spec. Depth 2.50	J	39255 Brown clayey fine to medium SAND.					10						
	3.50 3.95 Spec. Depth 3.50	U	41141 Very stiff red brown sandy CLAY					12	SS	2.26	105	495	248	
	4.50 4.95 Spec. Depth 4.50	J	39258 Red brown fine to medium SAND.					6.3						
BH2	1.50 1.95 Spec. Depth 1.50	U	41142 Stiff red brown sandy gravelly CLAY					15	SS	2.17	45	200	100	
	2.50	J	39278 Brown clayey gravelly SAND.					9.2						
	3.50 3.95 Spec. Depth 3.50	U	41143 Red brown clayey gravelly SAND grading to stiff sandy slightly gravelly CLAY. vane = 128 46 16Kpa					7.3						
BH3	1.50 1.95 Spec. Depth 1.50	U	41144 Firm red brown sandy gravelly CLAY					15	MS	2.08	50 100 200	80 ##	40	
	3.20	J	39310 Brown gravelly very sandy CLAY.					9.7						
Remarks														

LABORATORY RESULTS - Classification and Strength

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

Sample				Classification					Strength						
Hole	Depth	Type	Description	Symbol	I_p	W_L	W_p	W%	Test	γ_b Mg/m ³	σ_3 kN/m ²	σ_1 kN/m ²	σ_3 kN/m ²	c kN/m ²	ϕ deg
BH4	0.50 1.00 Spec. Depth .50	B	40970 Brown clayey gravelly fine to medium SAND.					10							
	1.50 1.95 Spec. Depth 1.50	U	41145 Stiff red brown sandy CLAY.	CL	32% 15	29	14	15	SS	2.17	45	166	83		
	2.50 2.95 Spec. Depth 2.50	J	39291 Brown sandy CLAY.					12							
	3.50 4.00 Spec. Depth 3.50	B	40925 Red brown clayey fine to medium SAND.					13							
BH5	1.50 2.00 Spec. Depth 1.50	U	41146 Firm red brown sandy CLAY.	CL	15% 13	28	15	14	MS	2.23	50 100 200	100 102 109 ##	52		
	2.50 2.95 Spec. Depth 2.50	J	39294 Brown and grey slightly gravelly sandy CLAY.					13							
	3.50 3.95 Spec. Depth 3.50	U	41148 Brown gravelly very sandy CLAY ut = too fissured pp = >4.50 >4.50					6.2	SS	UT	105	UT			
Remarks															

LABORATORY RESULTS - Classification and Strength

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

Sample				Classification					Strength					
Hole	Depth	Type	Description	Symbol	I_p	W_L	W_p	W%	Test	γ_b Mg/m ³	σ_3 kN/m ²	$\sigma_1 - \sigma_3$ kN/m ²	c kN/m ²	ϕ deg
BH6	0.40 0.80 Spec. Depth .40	B	40934 Light brown clayey gravelly SAND.					9.1						
	1.50 1.95 Spec. Depth 1.50	U	41147 Red brown sandy gravelly CLAY					13						
	2.50 3.00 Spec. Depth 2.50	B	40960 Brown clayey gravelly fine to medium SAND.					10						
BH7	0.40 0.70 Spec. Depth .40	B	40986 Light brown clayey gravelly SAND.					10						
	1.50 1.95 Spec. Depth 1.50	U	41149 Brown sandy gravelly CLAY pp = 4.00 2.25 (Shear strength not considered representative).					15	SS	2.07	45	53	(26)	
	2.50 2.95 Spec. Depth 2.50	J	39214 Red brown clayey gravelly SAND.					7.3						
Remarks														



LABORATORY RESULTS - Classification and Strength

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

Sample				Classification					Strength					
Hole	Depth	Type	Description	Symbol	I_p	W_L	W_P	W%	Test	γ_b Mg/m ³	σ_3 kN/m ²	$\sigma_1 - \sigma_3$ kN/m ²	c kN/m ²	ϕ deg
BH8	0.50 1.00 Spec. Depth .50	B	40132 Light brown clayey gravelly SAND.					11						
	1.50 2.00 Spec. Depth 1.50	B	41150 Stiff red brown sandy CLAY.	CH	NAT0% 30	55	25	24	MS	2.07	50 100 200	190 172 162	95	
	2.50 3.00 Spec. Depth 2.50	B	41035 Brown slightly clayey gravelly fine to medium SAND.					9.3						
	3.50 4.00 Spec. Depth 3.50	U	41151 Red brown very sandy gravelly CLAY pp = >4.50 >4.50 vane = 120 120 79 82					12						
BH9	1.50 1.95 Spec. Depth 1.50	B	41021 Red brown gravelly sandy CLAY.	CL	17% 11	24	13	14						
	2.00 2.50 Spec. Depth 2.00	B	40961 Brown sandy gravelly CLAY.					14						
	2.60	J	43874 Brown sandy slightly gravelly CLAY.					14						
TP1	1.00 1.50 Spec. Depth 1.00	B	40941 Brown slightly gravelly sandy CLAY.	CL	10% 15	31	16	15						
TP2	1.40 2.20 Spec. Depth 1.40	B	40919 Brown and grey slightly gravelly CLAY.	CI	2% 26	48	22	20						
TP4	0.70 1.70 Spec. Depth .70	B	40944 Brown CLAY.	CH	NAT0% 32	56	24	21						
Remarks														



LABORATORY RESULTS - Classification and Strength

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC03D642

Sample				Classification					Strength					
Hole	Depth	Type	Description	Symbol	I _p	W _L	W _p	W%	Test	γ _b Mg/m ³	σ ₃ kN/m ²	σ ₁ -σ ₃ kN/m ²	c kN/m ²	φ deg
TP7	0.90 1.90 Spec. Depth .90	B	40933 Red brown slightly gravelly sandy CLAY.	CL	11% 11	25	14	11						
BH10	0.40 0.80 Spec. Depth .40	B	40969 Brown clayey very gravelly SAND.					6.7						
	1.50 1.95 Spec. Depth 1.50	U	41152 Red brown sandy slightly gravelly CLAY.	CL	8	23	15							
BH11	1.50 2.00 Spec. Depth 1.50	U	41153 Red brown sandy slightly gravelly CLAY.	CL	14	30	16							
	2.30	J	39242 Red brown gravelly sandy CLAY.					16						
BH12	0.50 1.00 Spec. Depth .50	B	41033 Brown slightly gravelly CLAY (Desiccated).	CL	13% 15	31	16	9.3						
	1.50 1.95 Spec. Depth 1.50	U	41154 Very stiff red brown sandy gravelly CLAY					13	SS	2.19	45	302	151	
BH13	1.30	J	39236 Red brown gravelly sandy CLAY.					14						
	1.50 2.00 Spec. Depth 1.50	B	41043 Red brown clayey fine to medium SAND.					11						
	2.50 2.72 Spec. Depth 2.50	J	39239 Red brown clayey fine to medium SAND.					8.2						
Remarks														



LABORATORY RESULTS - Classification and Strength

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

Sample				Classification					Strength						
Hole	Depth	Type	Description	Symbol	I_p	W_L	W_p	W%	Test	γ_b Mg/m ³	σ_3 kN/m ²	σ_1 kN/m ²	σ_3 kN/m ²	c kN/m ²	ϕ deg
BH14	0.50 1.00 Spec. Depth .50	B	40932 Brown sandy CLAY.	CI/CH	6% 28	50	22	20							
	1.50 1.95 Spec. Depth 1.50	U	41155 Stiff red brown sandy gravelly CLAY					14	SS	2.19	45	148	74		
	2.50 2.95 Spec. Depth 2.50	J	39273 Brown clayey gravelly SAND.					7.1							
BH15	1.50 2.00 Spec. Depth 1.50	B	40957 Red brown slightly clayey fine to medium SAND.					8.7							
	2.50 2.95 Spec. Depth 2.50	J	39287 Red brown slightly gravelly SAND.					9.6							
BH16	1.50 2.00 Spec. Depth 1.50	B	40966 Red brown clayey fine to medium SAND.					6.7							
	2.50 3.00 Spec. Depth 2.50	B	41031 Red brown slightly gravelly SAND.					9.4							
Remarks															



LABORATORY RESULTS - Classification and Strength

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

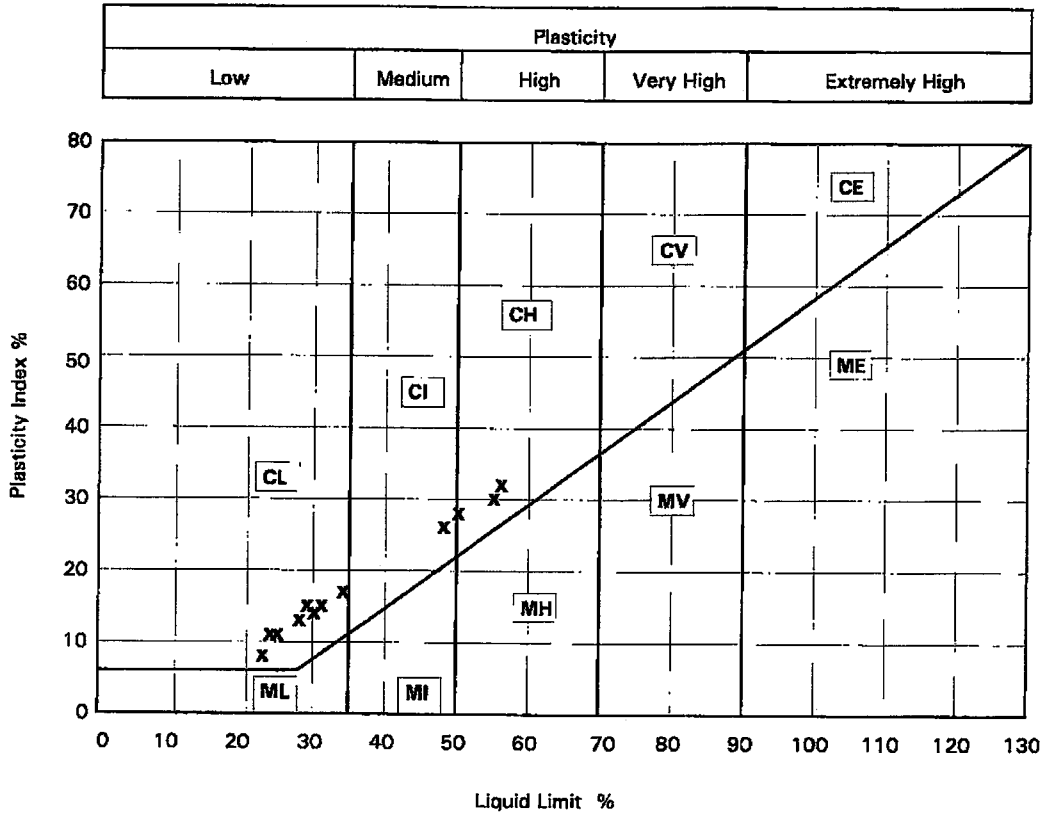
Sample				Classification					Strength					
Hole	Depth	Type	Description	Symbol	I_p	W_L	W_p	W%	Test	γ_b Mg/m ³	σ_3 kN/m ²	$\sigma_1 - \sigma_3$ kN/m ²	c kN/m ²	ϕ deg
BH17	0.50 1.00 Spec. Depth .50	B	40972 Brown clayey very gravelly SAND.					6.3						
	1.50 1.95 Spec. Depth 1.50	U	41156 Red brown clayey gravelly fine to medium SAND Hand Vane = 95,90,32,30,13 kPa		NAT0%	26	NP	11						
	2.50 2.95 Spec. Depth 2.50	J	39197 Red brown clayey SAND.					11						
BH19	1.50 2.00 Spec. Depth 1.50	B	40137 Red brown clayey fine to medium SAND.					11						
TP13	0.90 1.40 Spec. Depth .90	B	40522 Brown slightly gravelly sandy CLAY.	CL	7% 17	34	17	14						
Remarks														

LABORATORY RESULTS - Casagrande Classification Chart

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

**PLOT OF PLASTICITY INDEX AGAINST LIQUID LIMIT
for all items tested**



Soil Type	Plasticity Characteristics
C Clay	L Low I Intermediate
M Silt	H High V Very High E Extremely High

Table of Soil Types and Plasticity Characteristics from BS 5930 : 1981

Remarks



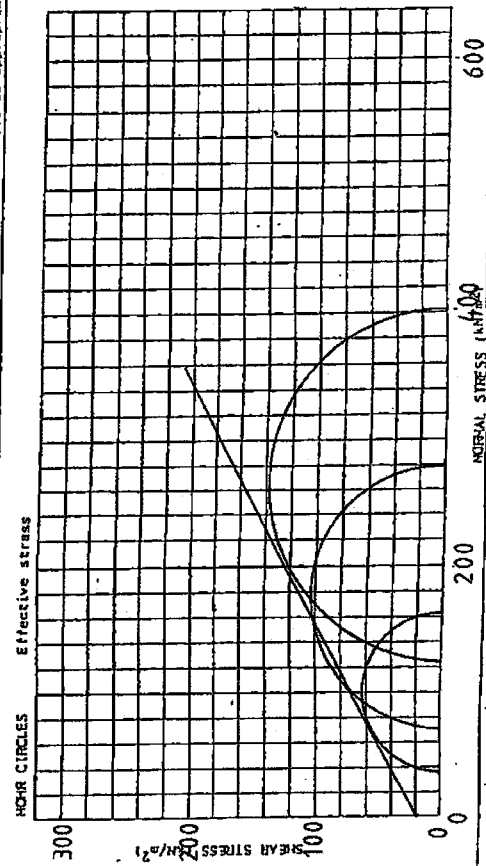
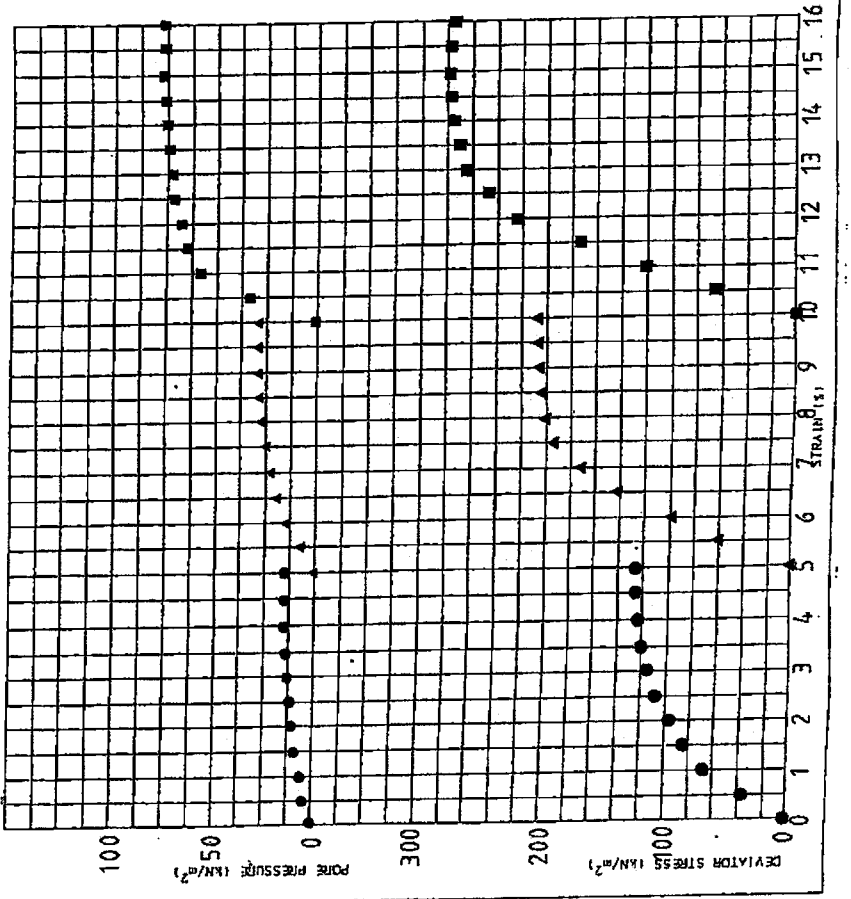
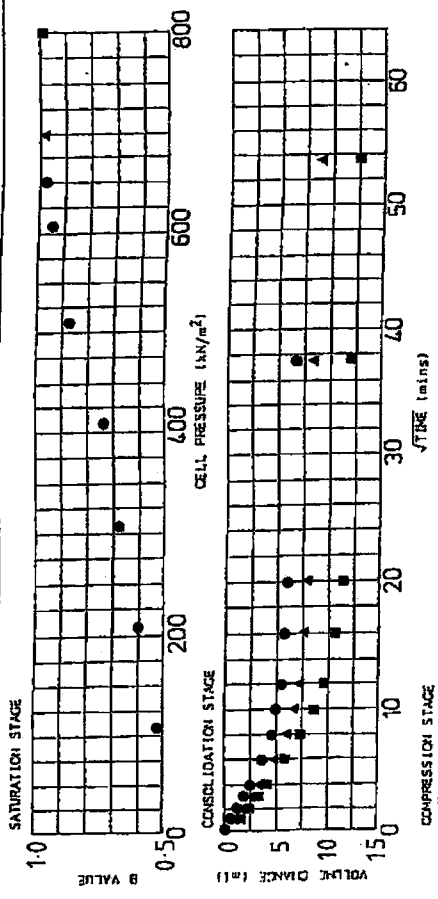
PROJECT BATTLEFIELDS SHREWSBURY

LOGGED BY:
FIELDWORK BY:
LAB TESTING BY:

TRIAxIAL TEST (Consolidated Undrained)

HOLE NO. _____
FIGURE _____
SHEET _____ OF _____

Soils No. B H 10		Depth: 5-1.95 m		Specimen		OF	
Soil description: Stiff brown very sandy (laboratory) clay with some gravel		Type of specimen: Undisturbed		Failure Condition		A ● B ▲ C ■	
Specimen dimensions: 102 mm dia x 200 mm long		Atterberg Limits LL = 5, PL = 3		Strain % (σ ₁ - σ ₃) / σ ₃		5 10 15	
Specimen		Moisture %		u _f		208 279	
Initial Condition		Dry Density (kg/m ³)		σ ₃ / σ ₁		14 29 77	
Saturation stage		B value		A ₁ value		36 71 123	
Consolidation stage		Cell pressure		C _u m ² / year		0.11 0.14 0.28	
Back pressure		Final pop		m _v m ² / H ₂ O			
Final pop		Cell pressure		K measured			
Initial pop		Initial pop		K assumed			
σ ₃ (Initial)		Strain rate % per hr.		Mode of failure		A B C	
Final Condition		Moisture %		Shear strain parameters		20 28 degrees	
Dry Density (kg/m ³)		2.02		C' = 20, φ' = 20			
0.98		0.98		Notes		1. Side drains fitted	
650		700		2. Specimen saturated by application of back pressure with differential cell pressure increments of 100 kN/m ²			
600		600		3. Stress strain curves corrected for porewater. Side drains as appropriate			
600		600					
650		700					
600		600					
50		100					
0.1		0.1					
11		2.02					



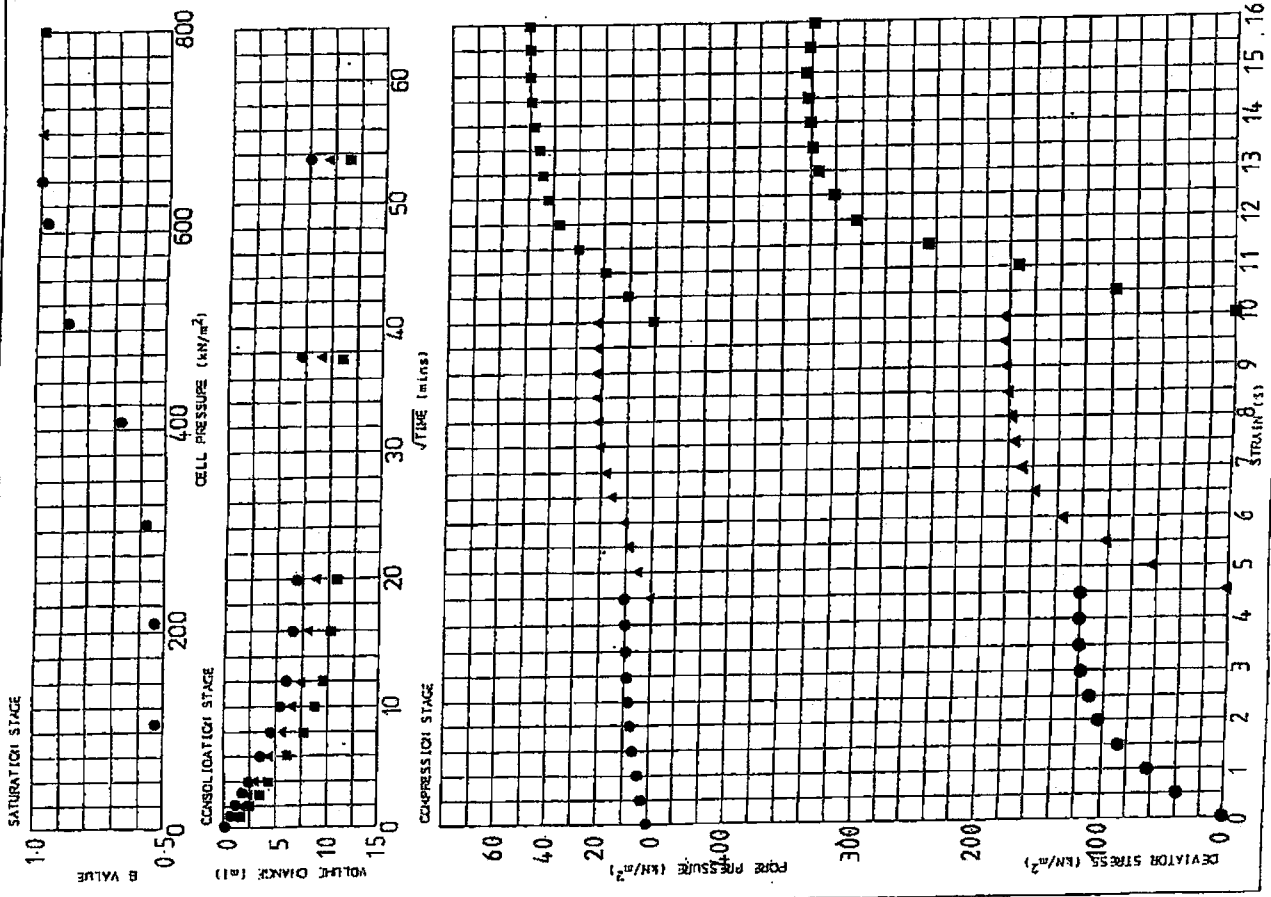
HOLE NO. _____
FIG. _____
SHEET _____ OF _____

PROJECT **BATTLEFIELDS SHREWSBURY**

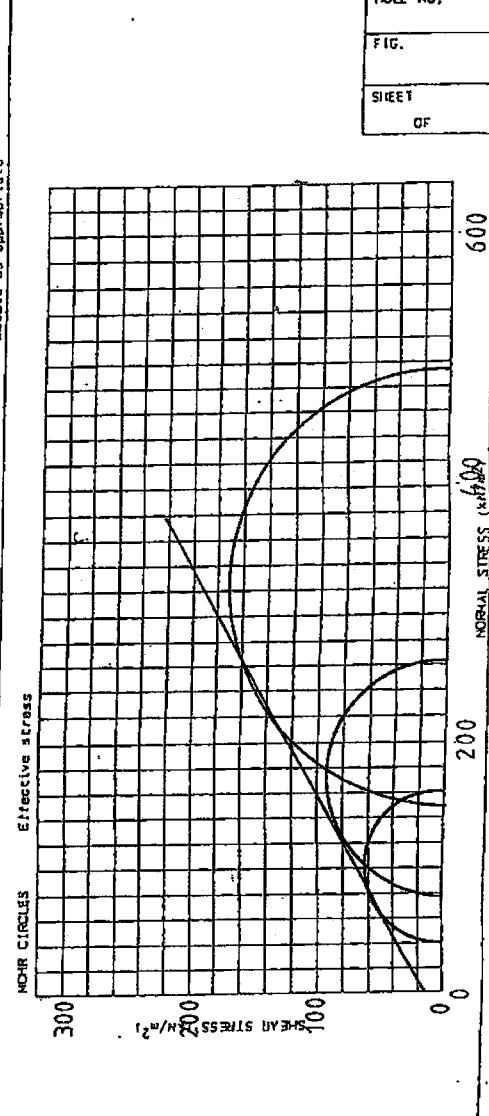
LOGGED BY:
FIELDWORK BY:
LAB TESTING BY:

TRIAxIAL TEST (Consolidated Undrained)

HOLE NO.
FIGURE
SHEET OF



Sample No. BH 11	Depth 1.5-2.0 m	Specimen	A ●	B ▲	C ■
Soil description Stiff brown very sandy (laboratory) clay with some gravel					
Type of specimen Undisturbed					
Specimen dimensions 102 mm dia x 200 mm Long					
Atterberg limits LL = 5, PL = 5					
Specimen		A	B	C	
Initial Condition	Moisture %	10			
Saturation stage	Dry Density (kg/m ³)	2.00			
	B value	1.0	1.0	0.98	
Consolidation stage	Cell pressure (kN/m ²)	650	700	800	
	Back pressure (kN/m ²)	600	600	600	
	Final pvp (kN/m ²)	600	600	600	
Compression stage	Cell pressure (kN/m ²)	650	700	800	
	Initial pvp (kN/m ²)	600	600	600	
	σ _v ' (Initial) (kN/m ²)	50	100	200	
Final Condition	Strain rate % per hr.	0.1	0.1	0.1	
	Moisture %			10	
		C _v		φ	
		15		29	
		kV/m ²		degrees	



LABORATORY RESULTS - Consolidation e/log p Plot

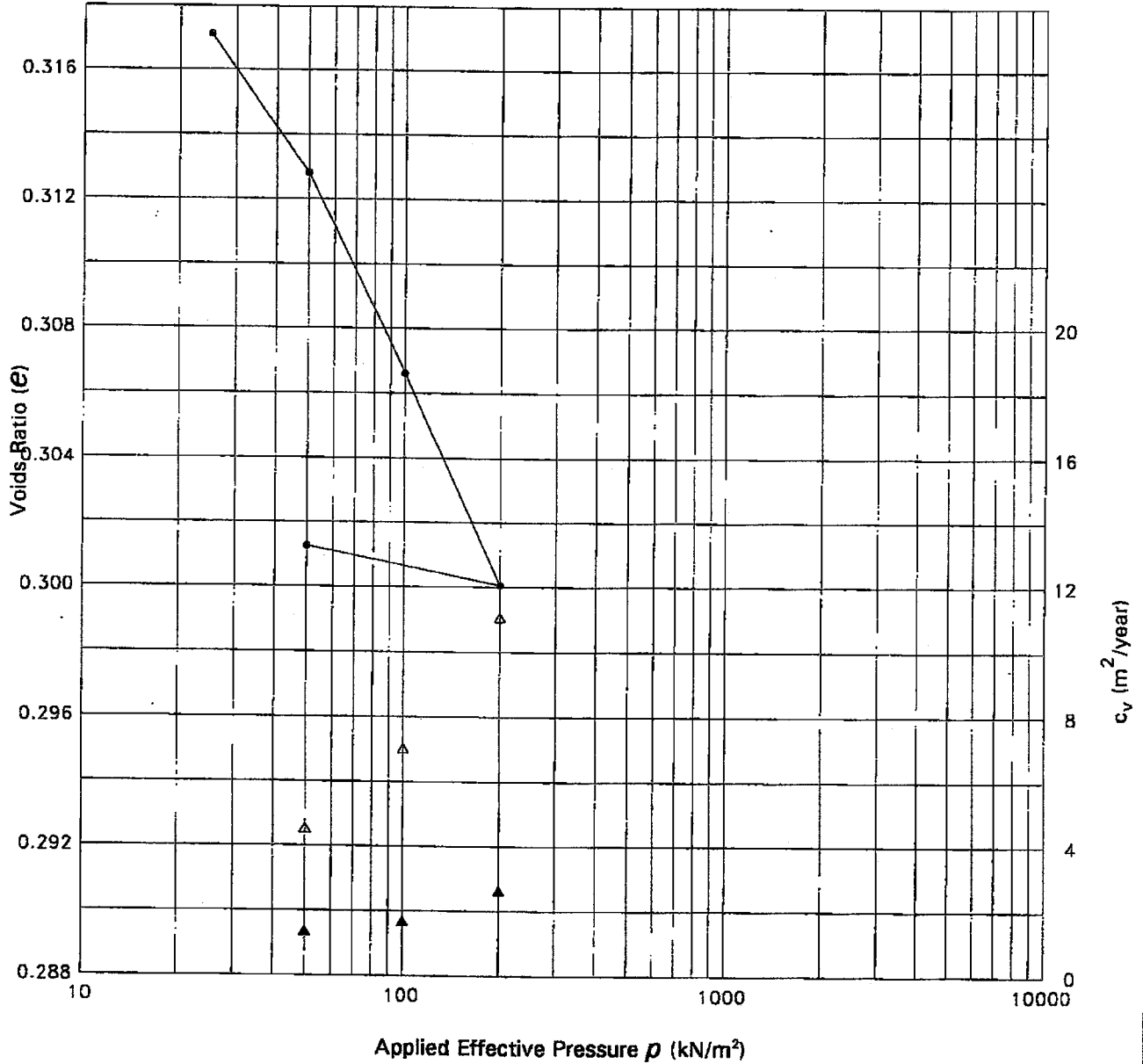
Project SHREWSBURY BATTLEFIELD

Project No PC030642
 Borehole 2
 Sample Depth 1.50 - 1.95 m
 Sample Type U

Client

The determination of one dimensional consolidation properties in accordance with Clause 3 of BS1377: Part 5: 1990

Symbols: Voids Ratio \square , c_{v50} \blacktriangle , c_{v80} \triangle



Applied Pressure kN/m ²	0-25	25-50	50-100	100-200	200-50				
m_v m ² /MN	0.31	0.13	0.09	0.05	0.01				
c_{v50} Log Time m ² /yr	-	1.37	1.69	2.63	-				
c_{v80} Root Time m ² /yr	-	4.54	7.02	11.06	-				
Voids Ratio	0.317	0.313	0.307	0.300	0.301				
Description 41142 Red brown very sandy gravelly CLAY	Specimen Diameter 74.600 mm			Initial Water Content 11.56 %		Final Water Content 11.44 %			
	Initial Height 18.830 mm			Particle Density 2.65 Assumed		Initial Saturation 93.58 %			
	Initial Voids Ratio 0.327			Initial Bulk Density 2.23 Mg/m ³		Initial Dry Density 2.00 Mg/m ³			

Remarks Laboratory temperature 20°C ± 4°C
 Specimen cut vertically from base of sample



LABORATORY RESULTS - Consolidation $e/\log p$ Plot

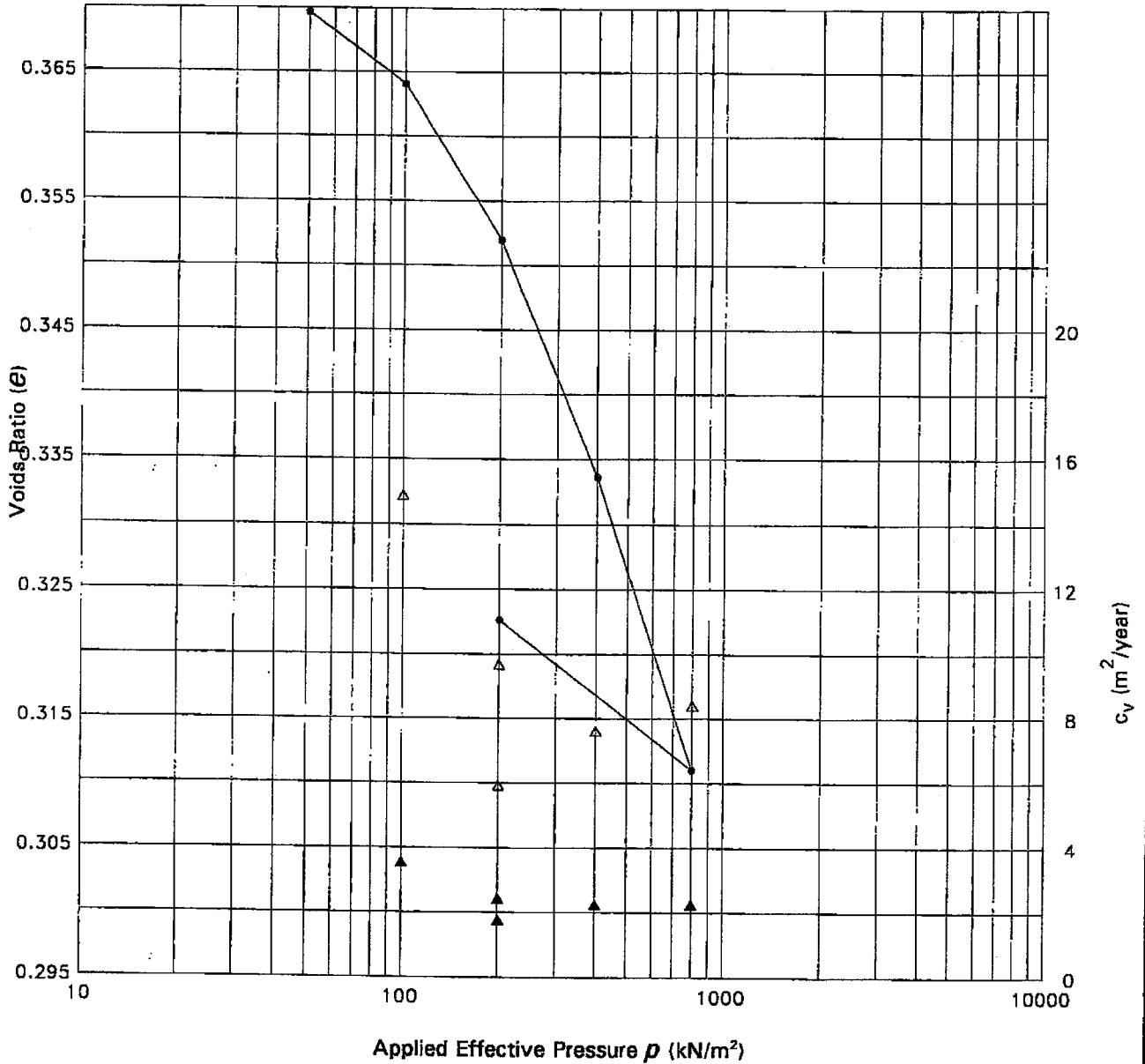
Project SHREWSBURY BATTLEFIELD

Project No PC030642
 Borehole 5
 Sample Depth 3.50 - 3.95 m
 Sample Type U

Client

The determination of one dimensional consolidation properties
 in accordance with Clause 3 of BS1377: Part 5: 1990

Symbols: Voids Ratio \bullet , c_{v50} \blacktriangle , c_{v80} \triangle



Applied Pressure	kN/m ²	0-50	50-100	100-200	200-400	400-800	800-2000			
m_v	m ² /MN	0.01	0.08	0.09	0.07	0.04	0.01			
c_{v50} Log Time	m ² /yr	-	3.54	2.42	2.23	2.24	1.77			
c_{v80} Root Time	m ² /yr	-	14.88	9.68	7.60	8.40	5.91			
Voids Ratio		0.370	0.364	0.352	0.334	0.311	0.323			
Description	41148 Red brown gravelly very sandy CLAY		Specimen Diameter		74.540	mm	Initial Water Content		13.55	%
			Initial Height		18.820	mm	Final Water Content		13.59	%
			Particle Density		2.65	Assumed	Initial Saturation		96.99	%
			Initial Voids Ratio		0.370		Initial Bulk Density		2.20	Mg/m ³
							Initial Dry Density		1.93	Mg/m ³

Remarks
 Laboratory temperature 20°C ± 4°C
 Specimen cut vertically from base of sample
 Starting pressure increased to arrest swelling



LABORATORY RESULTS - Consolidation e/log p Plot

Project SHREWSBURY BATTLEFIELD

Project No PC030642

Borehole 7

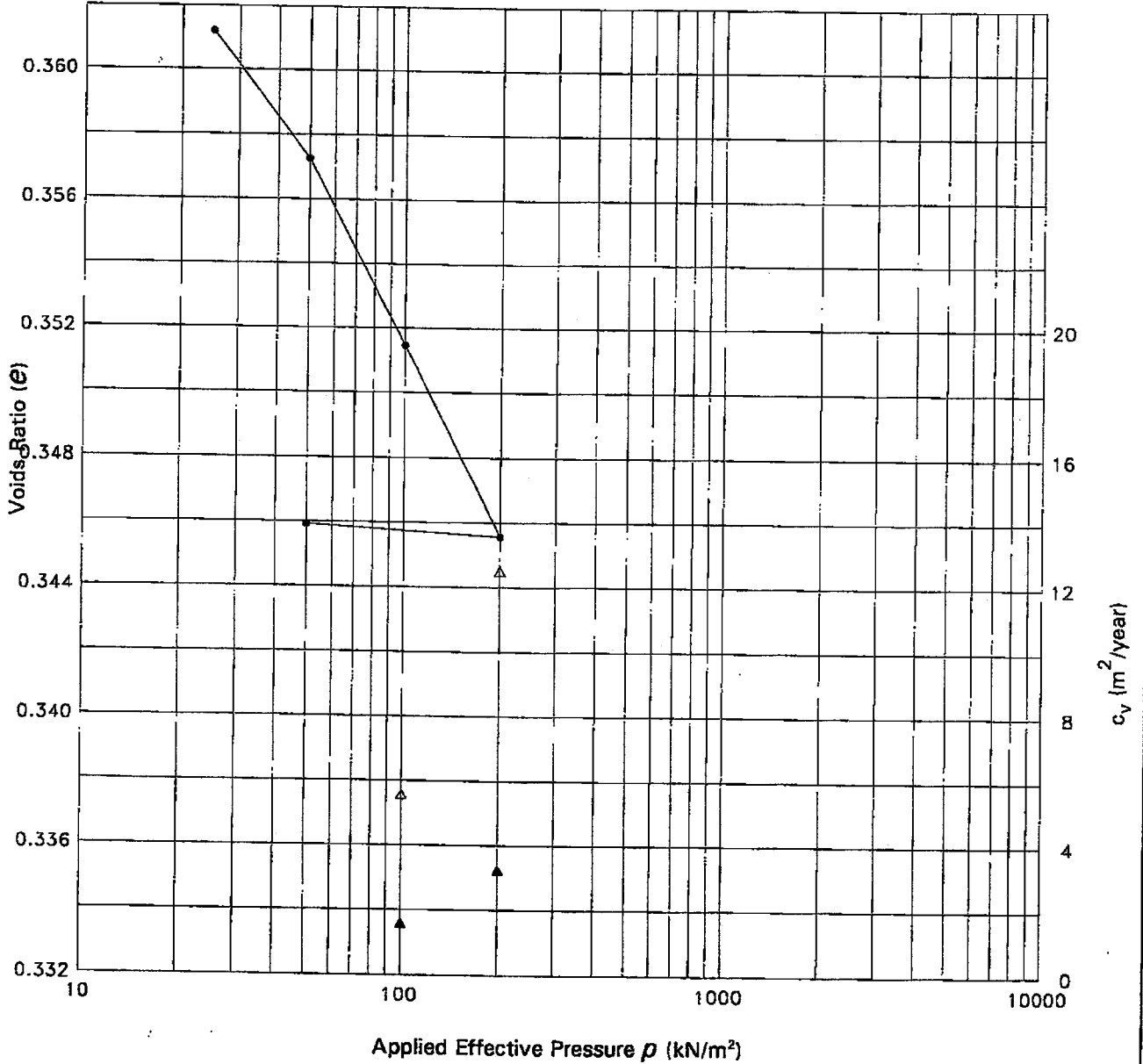
Sample Depth 1.50 - 1.95 m

Sample Type U

Client

The determination of one dimensional consolidation properties in accordance with Clause 3 of BS1377: Part 5: 1990

Symbols: Voids Ratio \bullet , c_{v50} \blacktriangle , c_{v90} \triangle



Applied Pressure kN/m²	0-25	25-50	50-100	100-200	200-50				
m_v m^2/MN	0.23	0.12	0.09	0.04	.00				
c_{v50} Log Time m^2/yr	-	-	1.58	3.24	-				
c_{v50} Root Time m^2/yr	-	-	5.57	12.50	-				
Voids Ratio	0.361	0.357	0.351	0.346	0.346				
Description 41149 Brown slightly gravelly silty SAND	Specimen Diameter 75.070 mm		Initial Height 19.090 mm		Initial Water Content 11.28 %		Final Water Content 11.23 %		
	Particle Density 2.65 Assumed		Initial Voids Ratio 0.369		Initial Saturation 80.93 %		Initial Bulk Density 2.15 Mg/m³		
					Initial Dry Density 1.94 Mg/m³				

Remarks Laboratory temperature 20°C ± 4°C
Specimen cut vertically from base of sample



LABORATORY RESULTS - Consolidation e/log p Plot

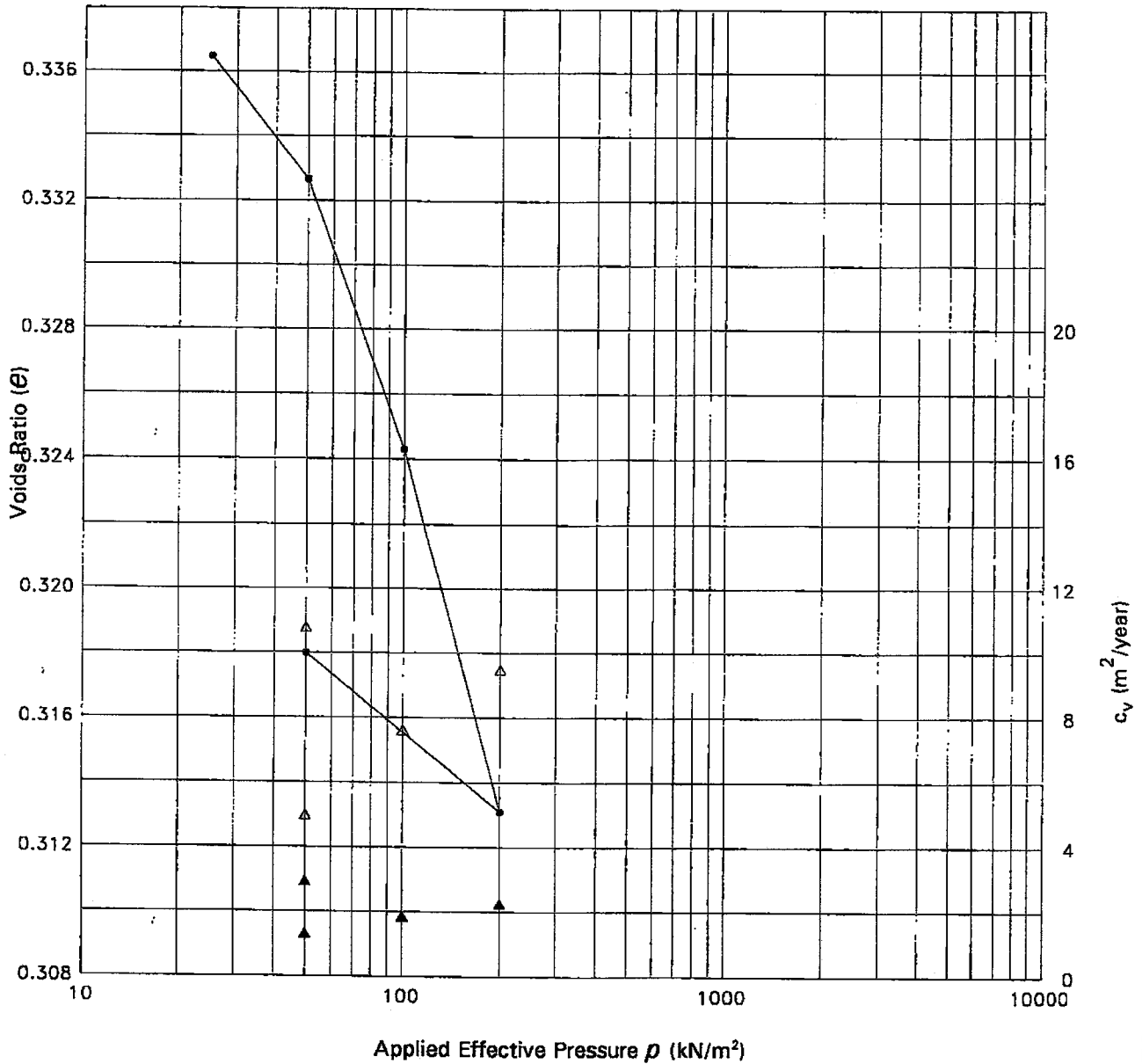
Project SHREWSBURY BATTLEFIELD

Project No PC030642
 Borehole 14
 Sample Depth 1.50 - 1.95 m
 Sample Type U

Client

The determination of one dimensional consolidation properties in accordance with Clause 3 of BS1377: Part 5: 1990

Symbols: Voids Ratio \blacksquare , c_{v50} \blacktriangle , c_{v90} \triangle



Applied Pressure kN/m ²	0-25	25-50	50-100	100-200	200-50				
m_v m ² /MN	0.17	0.11	0.13	0.08	0.02				
c_{v50} Log Time m ² /yr	-	1.32	1.84	2.25	2.93				
c_{v90} Root Time m ² /yr	-	4.98	7.60	9.49	10.77				
Voids Ratio	0.336	0.333	0.324	0.313	0.318				

Description 41155 Red brown sandy gravelly CLAY	Specimen Diameter	74.590	mm	Initial Water Content	13.36	%
	Initial Height	18.940	mm	Final Water Content	13.71	%
	Particle Density	2.65	Assumed	Initial Saturation	100	%
	Initial Voids Ratio	0.342		Initial Bulk Density	2.24	Mg/m ³
				Initial Dry Density	1.97	Mg/m ³

Remarks Laboratory temperature 20°C ± 4°C
 Specimen cut vertically from base of sample
 Small inclusions removed



LABORATORY RESULTS - Chemical Analysis

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

Sample				Sulphate			pH	Organic Content (%)	Loss on Ignition (%)	Chloride		
Hole	Depth	Type	Description	In Soil		In Water (g/l)				In Soil		In Water (%)
				Acid Soluble (%)	Water Soluble (g/l)					Acid Soluble (%)	Water Soluble (%)	
BH1	1.30	J	39254 Brown slightly gravelly SILT.	0.02			7.4					
BH3	0.40 0.70 Spec. Depth .40	B	40982 Brown gravelly sandy SILT with occasional roots.	0.01			6.0					
BH5	1.30	J	39297 Brown slightly gravelly very sandy CLAY.	0.03			7.2					
BH7	0.90	J	43870 Brown gravelly sandy SILT with occasional roots.	0.02			6.1					
BH9	1.20	J	39201 Brown sandy gravelly CLAY.	0.02			6.8					
TP9	0.90 1.20 Spec. Depth .90	B	40523 Brown silty gravelly SAND.	0.02			6.9					
BH11	1.40	J	39243 Brown gravelly very sandy CLAY.	0.03			8.3					
BH13	0.40 0.80 Spec. Depth .40	B	41032 Brown slightly gravelly sandy SILT.		0.007		6.5					
BH15	1.40	J	39284 Red brown silty SAND.	0.02			7.3					
BH17	1.30	J	39196 Brown gravelly silty SAND.	0.02			7.0					
Remarks												



LABORATORY RESULTS - MCV, Compaction, CBR

Project: SHREWSBURY BATTLEFIELD IWMF.

Project No: PC030642

Sample				MCV		Compaction				CBR					
Hole	Depth	Type	Description	MCV	W%	Type	W%	Density		Type	Top		Bottom		
								γ_b Mg/m ³	γ_d Mg/m ³		CBR%	w%	CBR%	w%	
BH6	0.40 0.80 Spec. Depth .40	B	40934 Light brown clayey gravelly SAND.			2.5	OPT 12		MAX 1.83						
BH7	0.40 0.70 Spec. Depth .40	B	40986 Light brown clayey gravelly SAND.			2.5	OPT 11		MAX 1.90						
BH8	0.50 1.00 Spec. Depth .50	B	40132 Light brown clayey gravelly SAND.			2.5	OPT 10		MAX 1.87						
TP1	1.00 1.50 Spec. Depth 1.00	B	40941 Brown slightly gravelly sandy CLAY.	9.7	15										
TP2	1.40 2.20 Spec. Depth 1.40	B	40919 Brown and grey slightly gravelly CLAY.	15.2	19										
BH14	0.50 1.00 Spec. Depth .50	B	40932 Brown sandy CLAY.	17.1	19										
Remarks															



LABORATORY RESULTS - Compaction Test

Project: Shrewsbury Battlefield

Project No: PC030642

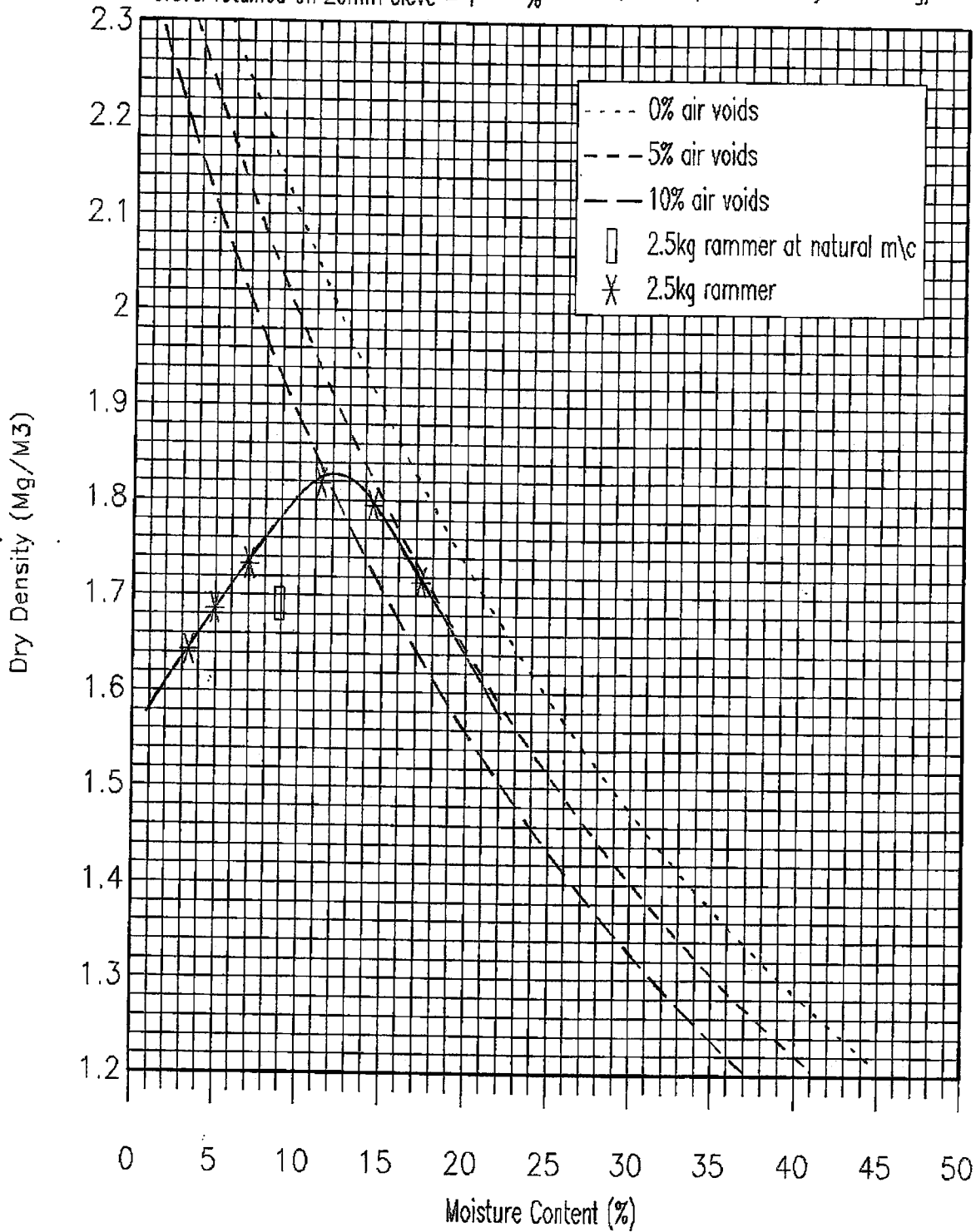
Borehole: 6

Depth: 0.40 - 0.80

Lab Ref No: 40934

Gravel retained on 37.5mm sieve = 1.6 %
Gravel retained on 20mm sieve = 1 %

Interpreted Specific Gravity = 2.65 Mg/m³



LABORATORY RESULTS - Compaction Test

Project: Shrewsbury Battlefield

Project No: PC030642

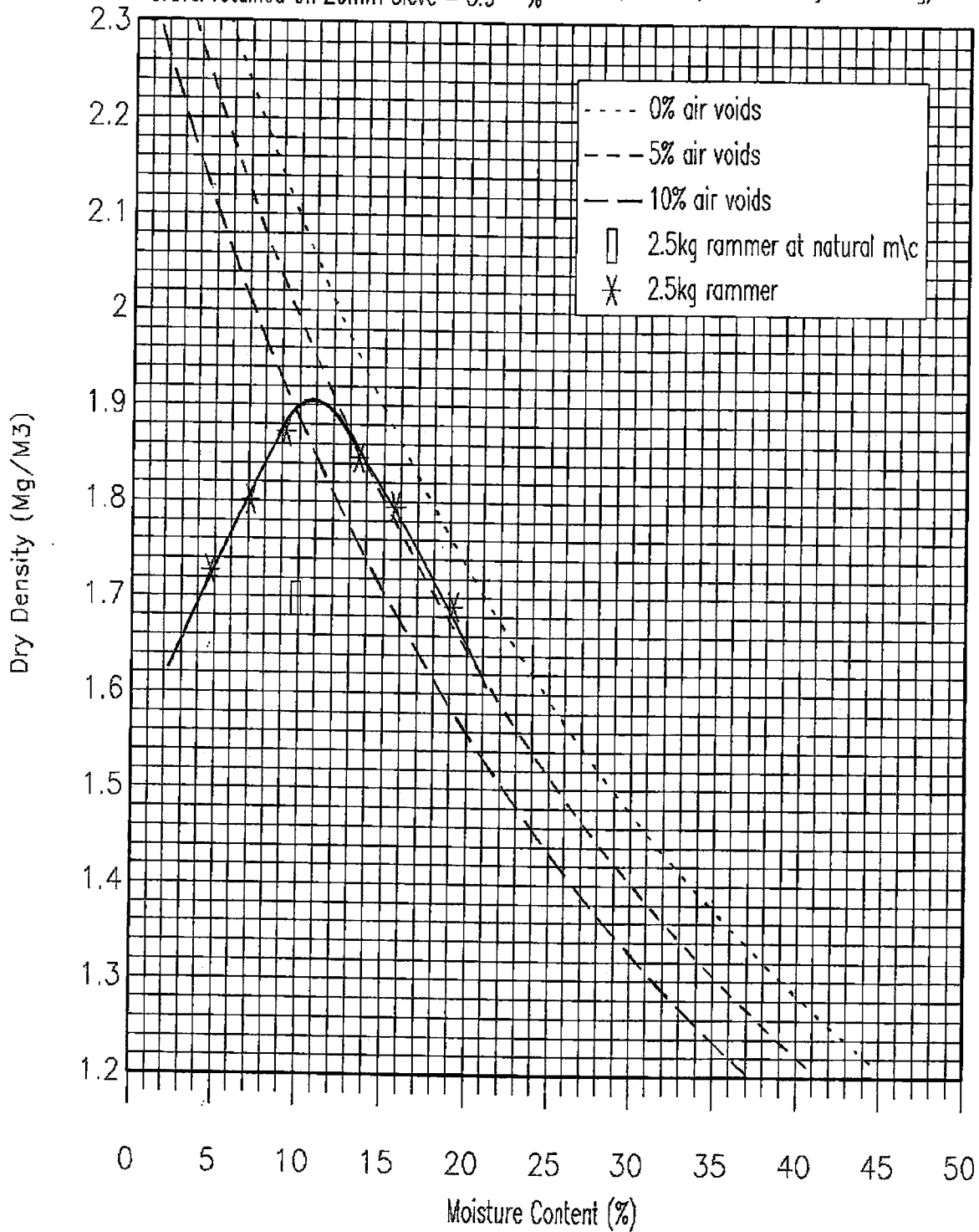
Borehole: 7

Depth: 0.40 - 0.70

Lab Ref No: 40986

Gravel retained on 37.5mm sieve = 3.5 %
Gravel retained on 20mm sieve = 5.9 %

Interpreted Specific Gravity = 2.65 Mg/m³



LABORATORY RESULTS - Compaction Test

Project: Shrewsbury Battlefield

Project No: PC030642

Borehole: 8

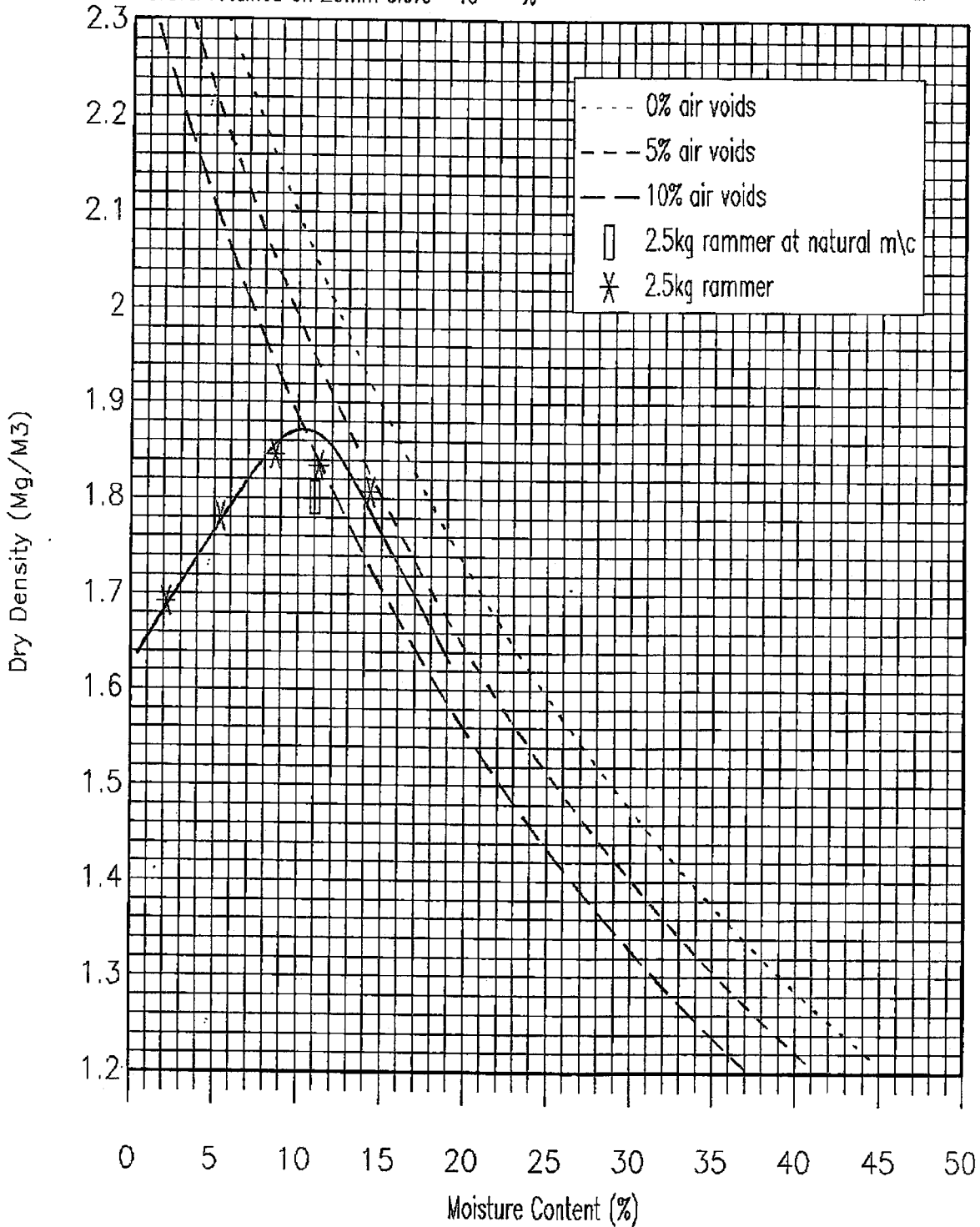
Depth: 0.50 - 1.00

Lab Ref No: 40132

Gravel retained on 37.5mm sieve = 9.9 %

Gravel retained on 20mm sieve = .6 %

Interpreted Specific Gravity = 2.65 Mg/m³



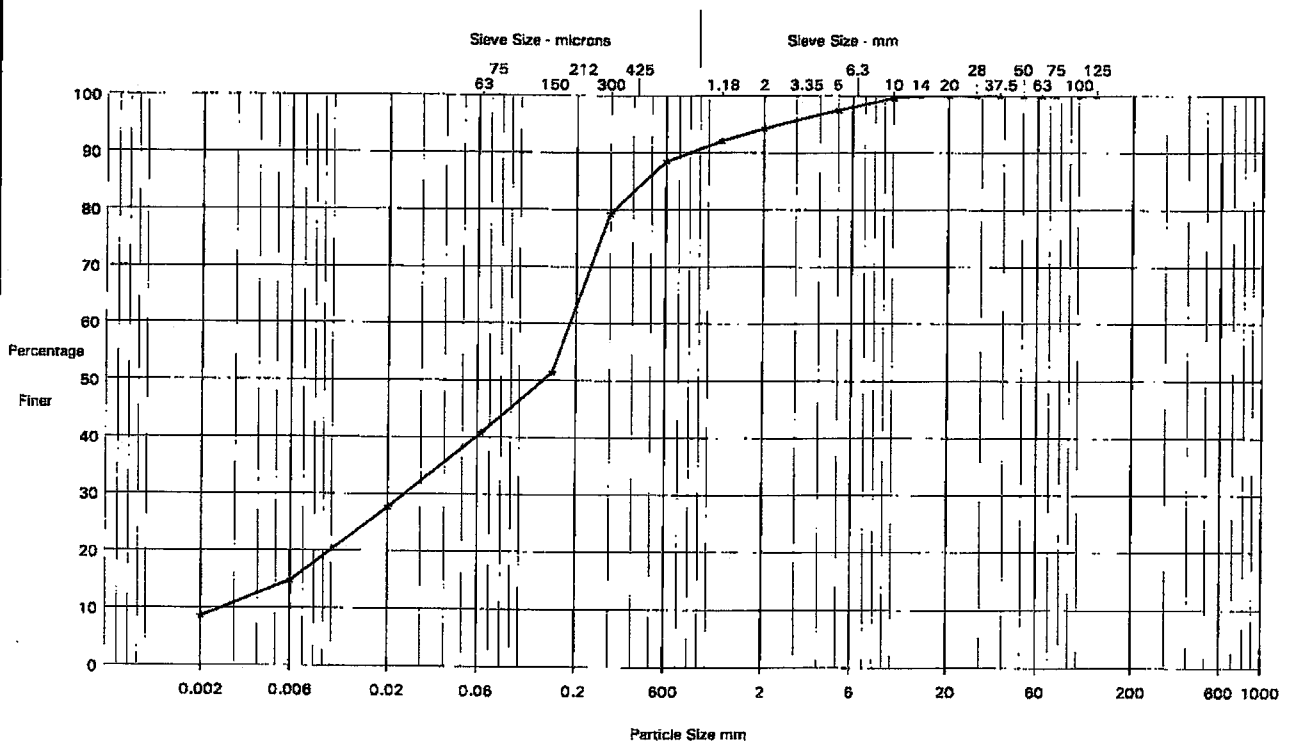
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH4
 Sample Depth : 0.50-1.00
 Sample Type : B
 Sample Ref : 40970

Project No: PC030642

Sample Description : 40970 Brown clayey gravelly fine to medium SAND.



Classification	CLAY	Fine SILT	Medium SILT	Coarse SILT	Fine SAND	Medium SAND	Coarse SAND	Fine GRAVEL	Medium GRAVEL	Coarse GRAVEL	COBBLES	BOULDERS
% of each	9	32			53			6			0	0

Size	Percentage Finer
125mm	100
100mm	100
75mm	100
63mm	100
50mm	100
37.5mm	100
28mm	100
20mm	100
14mm	100
10mm	100
6.3mm	-
5mm	97
3.35mm	-

Size	Percentage Finer
2mm	94
1.18mm	92
600µm	89
425µm	-
300µm	79
212µm	-
150µm	51
63µm	41
20µm	28
6µm	15
2µm	9

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	2.10
Particle Density	2.65 (Assumed)

Remarks



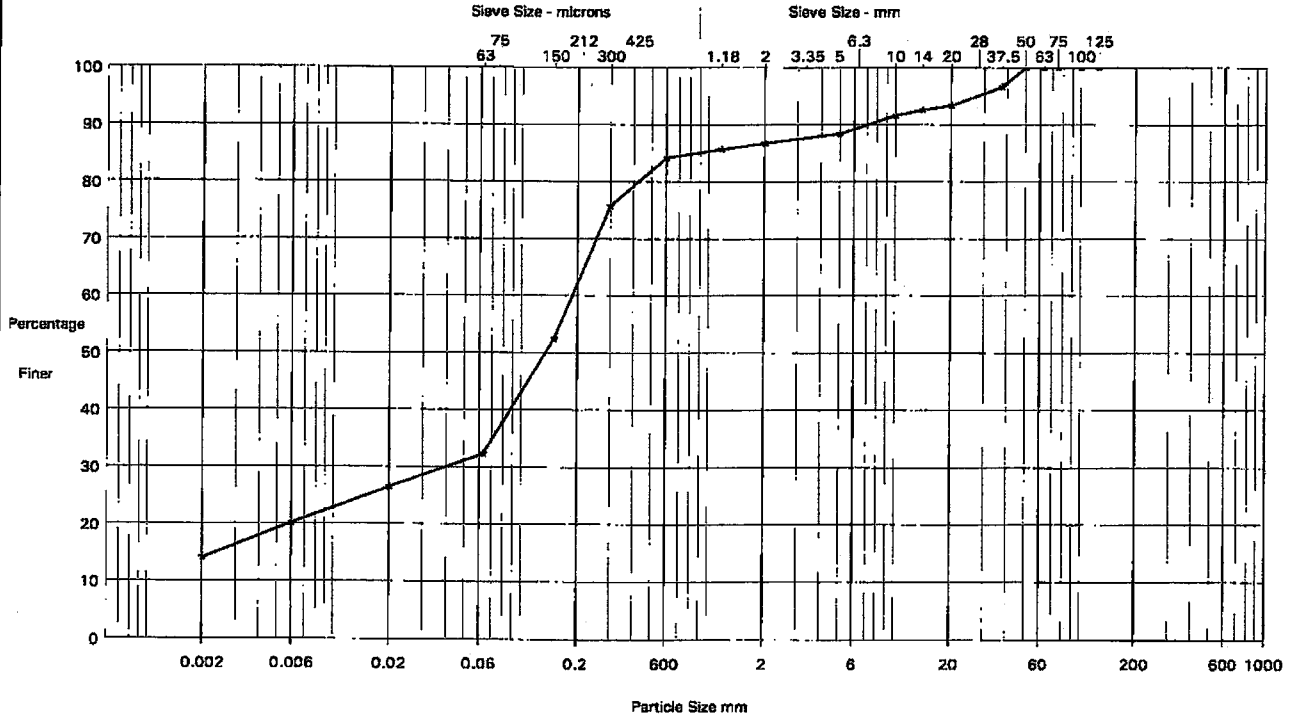
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH6
 Sample Depth : 2.50-3.00
 Sample Type : B
 Sample Ref : 40960

Project No: PC030642

Sample Description : 40960 Brown clayey gravelly fine to medium SAND.



Classification	CLAY	SILT			SAND			GRAVEL			COBBLES	BOULDERS
		Fine	Medium	Coarse	Fine	Medium	Coarse	Fine	Medium	Coarse		
% of each	14	18			55			13			0	0

Size	Percentage Finer
125mm	100
100mm	100
75mm	100
63mm	100
50mm	100
37.5mm	97
28mm	-
20mm	93
14mm	93
10mm	92
6.3mm	-
5mm	88
3.35mm	-

Size	Percentage Finer
2mm	87
1.18mm	86
600µm	84
425µm	-
300µm	76
212µm	-
150µm	52
63µm	32
20µm	27
6µm	20
2µm	14

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	1.40
Particle Density	2.65 (Assumed)

Remarks



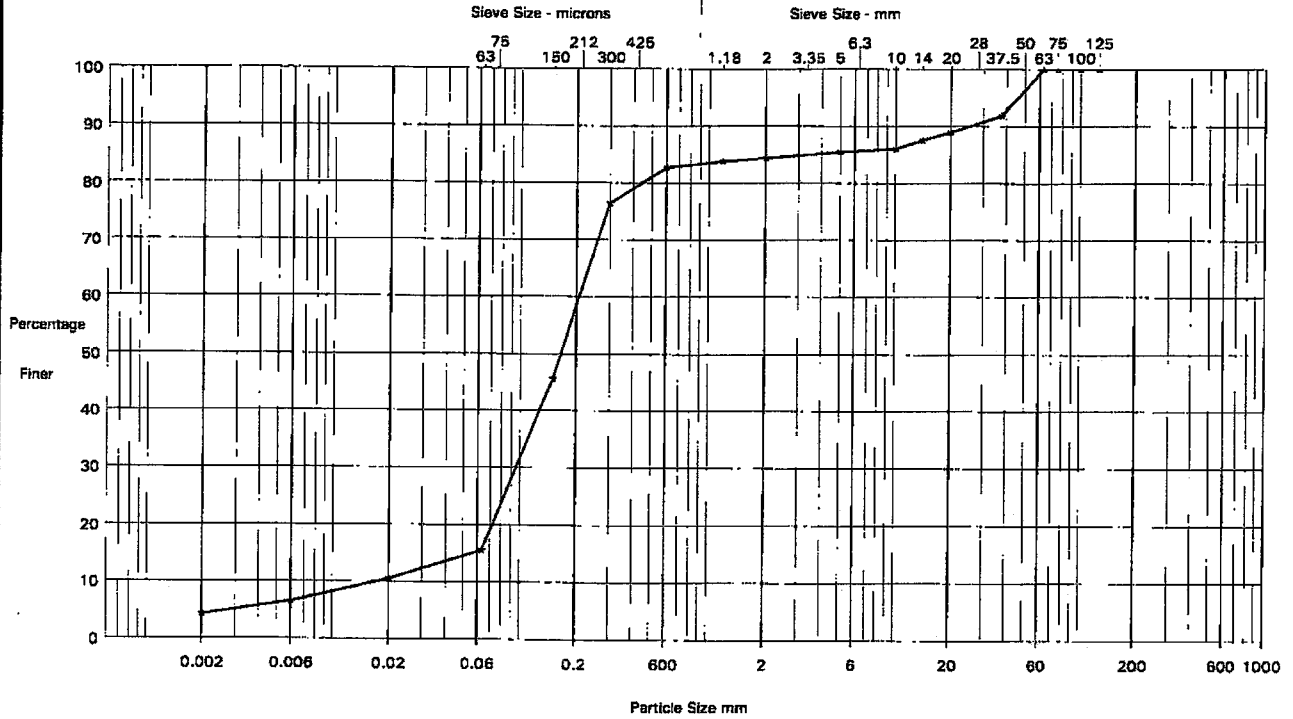
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH8
 Sample Depth : 2.50-3.00
 Sample Type : B
 Sample Ref : 41035

Project No: PC030642

Sample Description : 41035 Brown slightly clayey gravelly fine to medium SAND.



Classification	CLAY	SILT			SAND			GRAVEL			COBBLES	BOULDERS
		Fine	Medium	Coarse	Fine	Medium	Coarse	Fine	Medium	Coarse		
% of each	4	12			68			16			0	0

Size	Percentage Finer
1.25mm	100
1.00mm	100
75mm	100
63mm	100
50mm	-
37.5mm	92
28mm	-
20mm	89
14mm	88
10mm	86
6.3mm	-
5mm	86
3.35mm	-

Size	Percentage Finer
2mm	84
1.18mm	84
600µm	83
425µm	-
300µm	76
212µm	-
150µm	46
63µm	16
20µm	11
6µm	7
2µm	4

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	.37
Particle Density	2.65 (Assumed)

Remarks



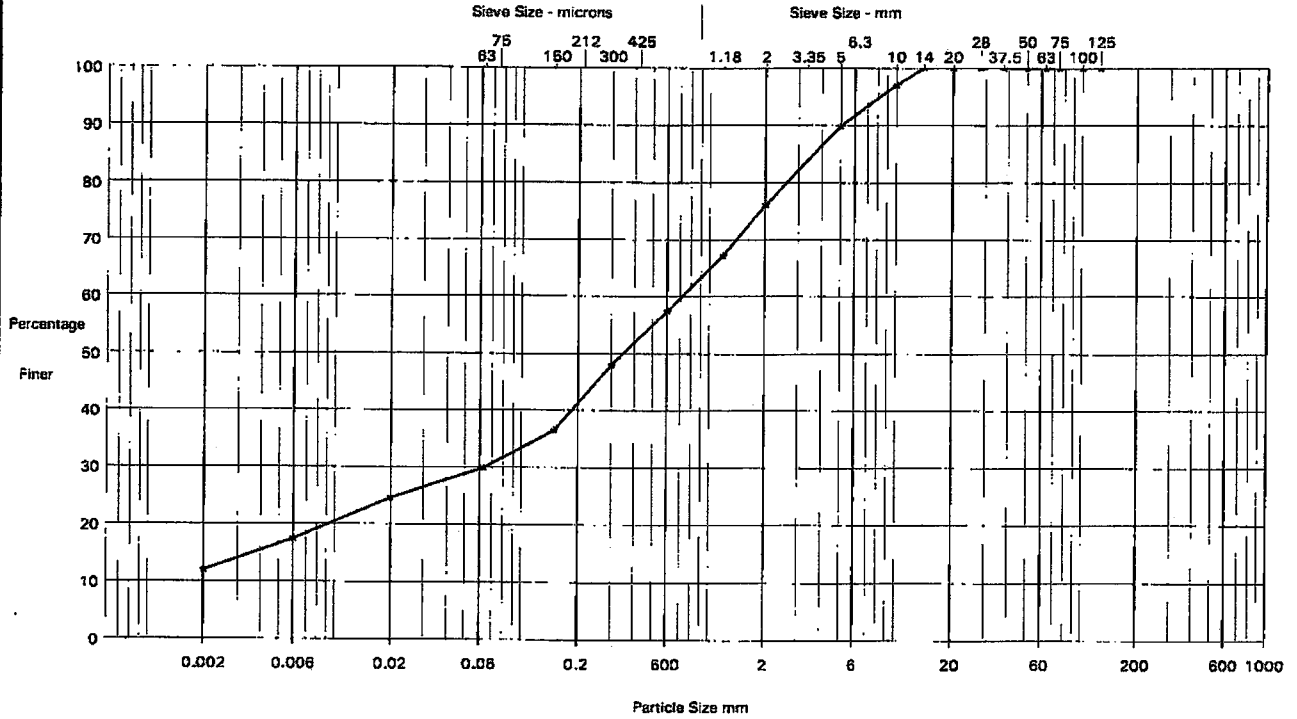
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH10
 Sample Depth : 0.40-0.80
 Sample Type : B
 Sample Ref : 40969

Project No: PC030642

Sample Description : 40969 Brown clayey very gravelly SAND.



Classification	CLAY	SILT			SAND			GRAVEL			COBBLES	BOULDERS
		Fine	Medium	Coarse	Fine	Medium	Coarse	Fine	Medium	Coarse		
% of each	12	18			46			24			0	0

Size	Percentage Finer
125mm	100
100mm	100
75mm	100
63mm	100
50mm	100
37.5mm	100
28mm	100
20mm	100
14mm	100
10mm	97
6.3mm	-
5mm	90
3.35mm	-

Size	Percentage Finer
2mm	76
1.18mm	67
600µm	57
425µm	-
300µm	48
212µm	-
150µm	37
63µm	30
20µm	25
6µm	17
2µm	12

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	18.19
Particle Density	2.65 (Assumed)

Remarks



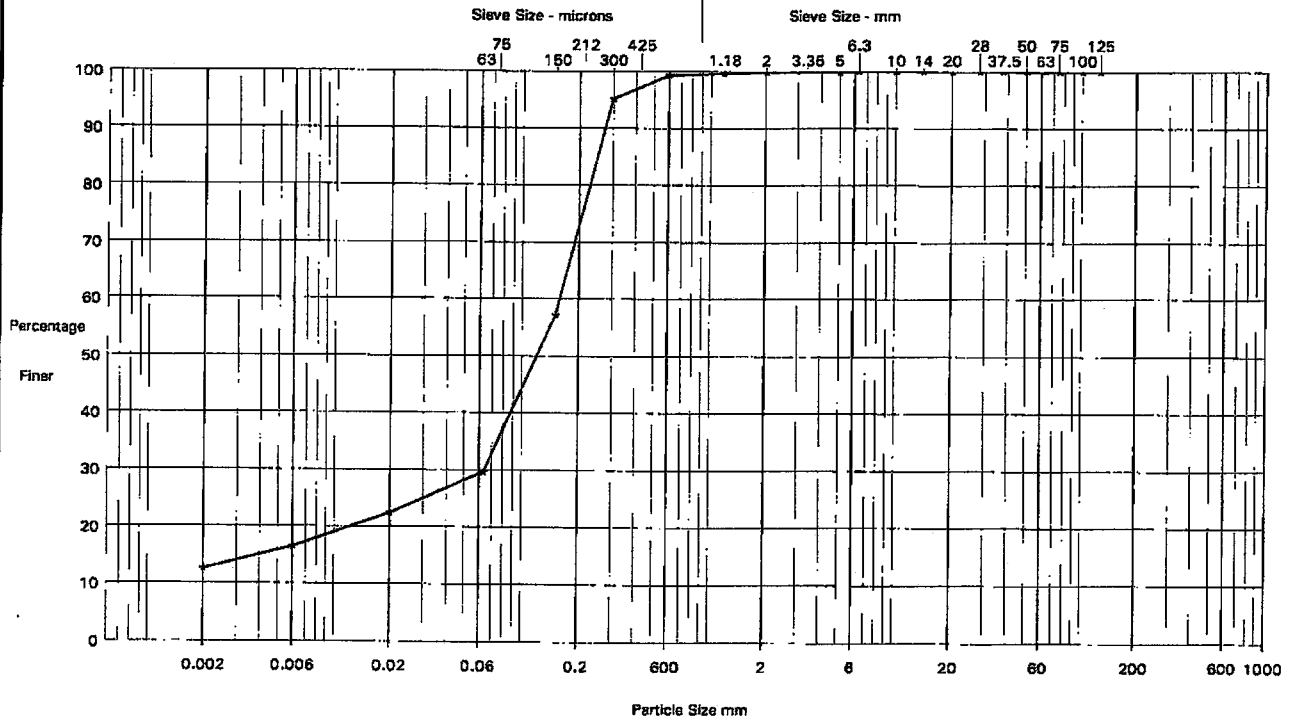
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH13
 Sample Depth : 1.50-2.00
 Sample Type : B
 Sample Ref : 41043

Project No: PC030642

Sample Description : 41043 Red brown clayey fine to medium SAND.



Classification	CLAY	SILT			SAND			GRAVEL			COBBLES	BOULDERS
		Fine	Medium	Coarse	Fine	Medium	Coarse	Fine	Medium	Coarse		
% of each	13	17			70			0			0	0

Size	Percentage Finer
1.25mm	100
1.00mm	100
75mm	100
63mm	100
50mm	100
37.5mm	100
28mm	100
20mm	100
14mm	100
10mm	100
6.3mm	100
5mm	100
3.35mm	-

Size	Percentage Finer
2mm	100
1.18mm	100
600µm	99
425µm	-
300µm	95
212µm	-
150µm	57
63µm	30
20µm	22
6µm	16
2µm	13

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	.92
Particle Density	2.65 (Assumed)

Remarks



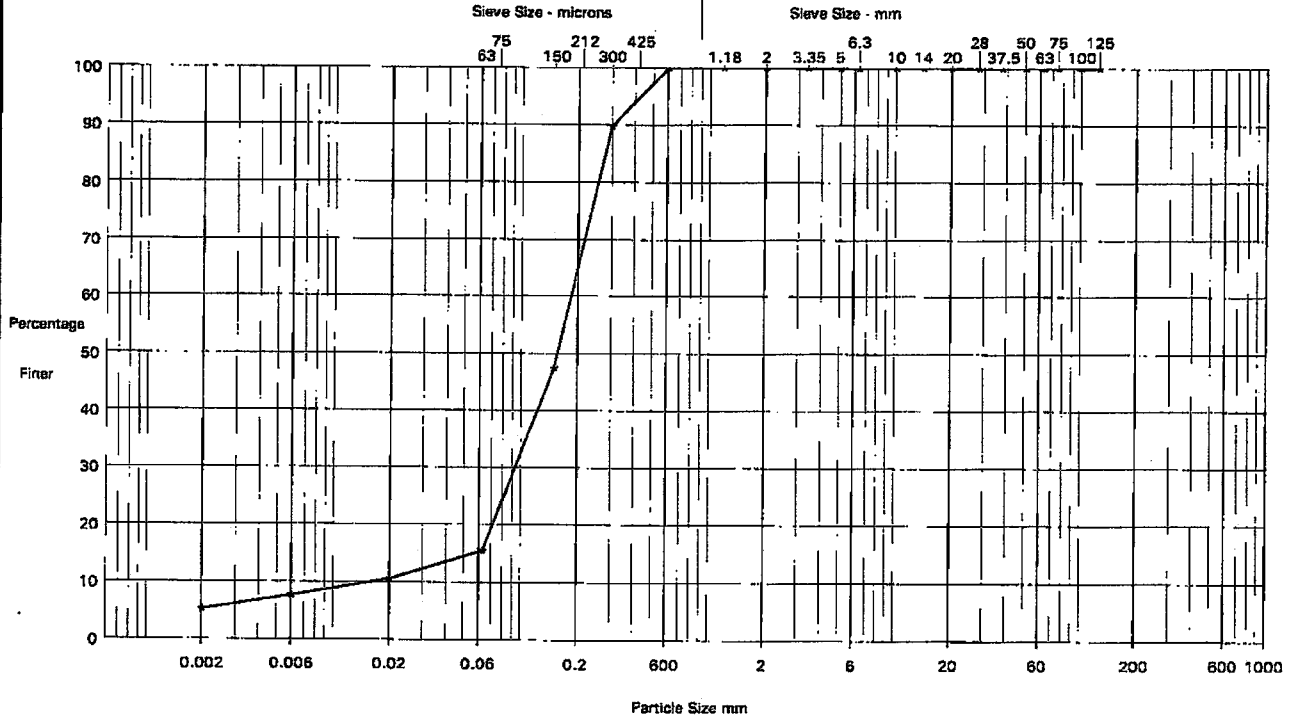
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH15
 Sample Depth : 1.50-2.00
 Sample Type : B
 Sample Ref : 40957

Project No: PC030642

Sample Description : 40957 Red brown slightly clayey fine to medium SAND.



Classification	CLAY	Fine SILT	Medium SILT	Coarse SILT	Fine SAND	Medium SAND	Coarse SAND	Fine GRAVEL	Medium GRAVEL	Coarse GRAVEL	COBBLES	BOULDERS
% of each	5	10			85			0			0	0

Size	Percentage Finer
125mm	100
100mm	100
75mm	100
63mm	100
50mm	100
37.5mm	100
28mm	100
20mm	100
14mm	100
10mm	100
6.3mm	100
5mm	100
3.35mm	100

Size	Percentage Finer
2mm	100
1.18mm	100
600µm	100
425µm	-
300µm	90
212µm	-
150µm	47
63µm	15
20µm	11
6µm	8
2µm	5

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	.54
Particle Density	2.65 (Assumed)

Remarks



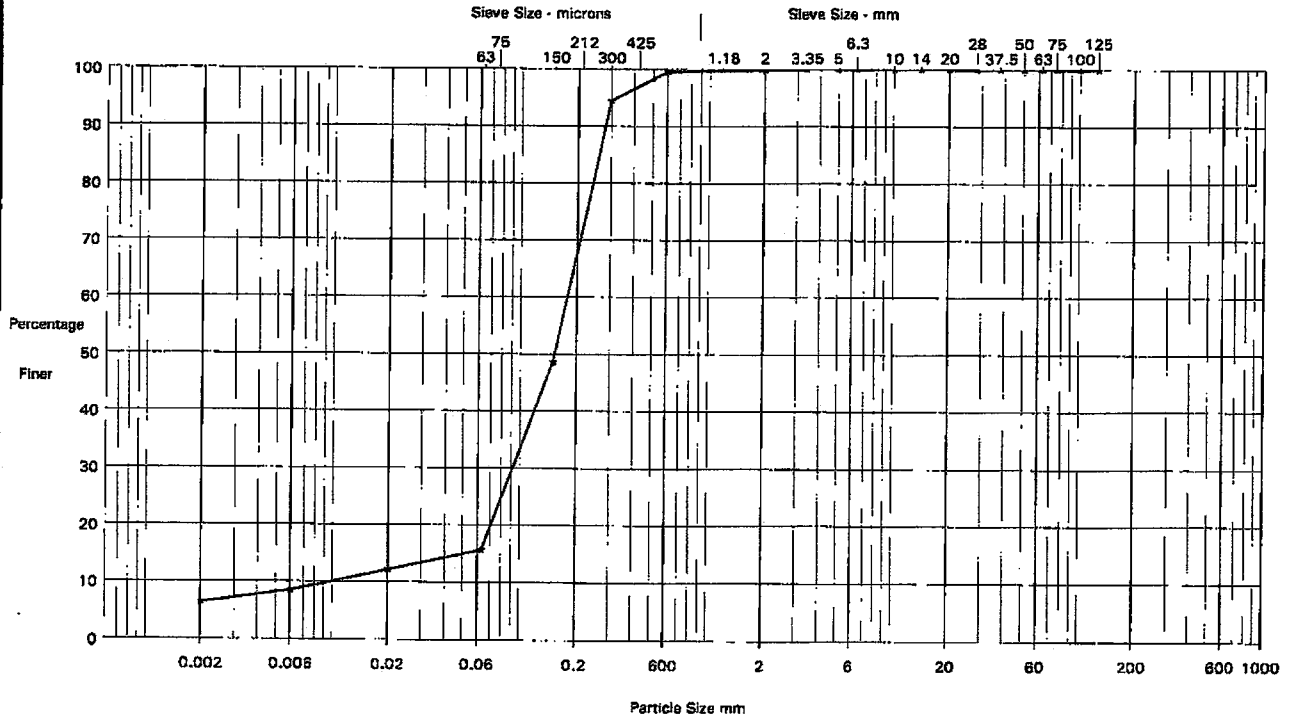
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH16
 Sample Depth : 1.50-2.00
 Sample Type : B
 Sample Ref : 40966

Project No: PC030642

Sample Description : 40966 Red brown clayey fine to medium SAND.



Classification	CLAY	SILT			SAND			GRAVEL			COBBLES	BOULDERS
		Fine	Medium	Coarse	Fine	Medium	Coarse	Fine	Medium	Coarse		
% of each	6	10			84			0			0	0

Size	Percentage Finer
125mm	100
100mm	100
75mm	100
63mm	100
50mm	100
37.5mm	100
28mm	100
20mm	100
14mm	100
10mm	100
6.3mm	100
5mm	100
3.35mm	100

Size	Percentage Finer
2mm	100
1.18mm	-
600µm	100
425µm	-
300µm	94
212µm	-
150µm	49
63µm	16
20µm	12
6µm	8
2µm	6

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	.17
Particle Density	2.65 (Assumed)

Remarks



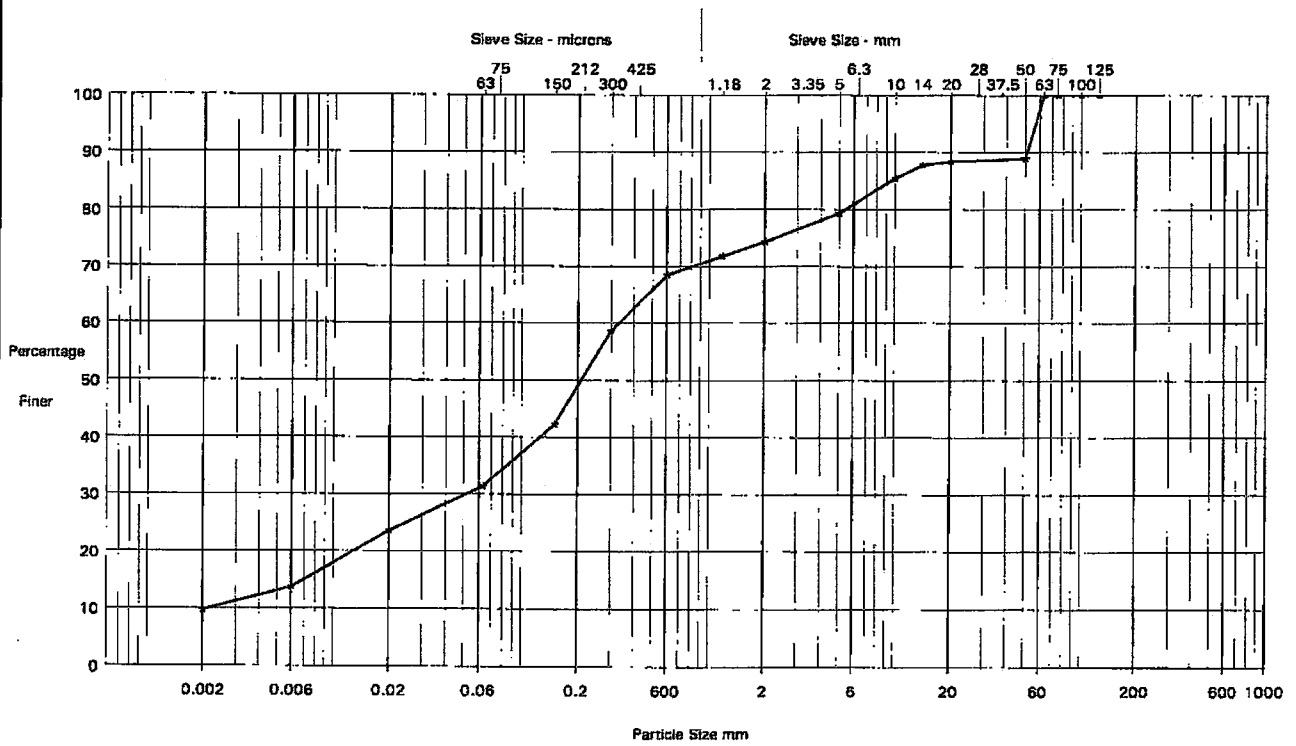
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH17
 Sample Depth : 0.50-1.00
 Sample Type : B
 Sample Ref : 40972

Project No: PC030642

Sample Description : 40972 Brown clayey very gravelly SAND.



Classification	CLAY	Fine	Medium	Coarse	Fine	Medium	Coarse	Fine	Medium	Coarse	COBBLES	BOULDERS
	SILT			SAND			GRAVEL					
% of each	10	21			43			26			0	0

Size	Percentage Finer
125mm	100
100mm	100
75mm	100
63mm	100
50mm	89
37.5mm	-
28mm	-
20mm	89
14mm	88
10mm	85
6.3mm	-
5mm	79
3.35mm	-

Size	Percentage Finer
2mm	74
1.18mm	72
600µm	69
425µm	-
300µm	59
212µm	-
150µm	42
63µm	31
20µm	24
6µm	14
2µm	10

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	1.07
Particle Density	2.65 (Assumed)

Remarks



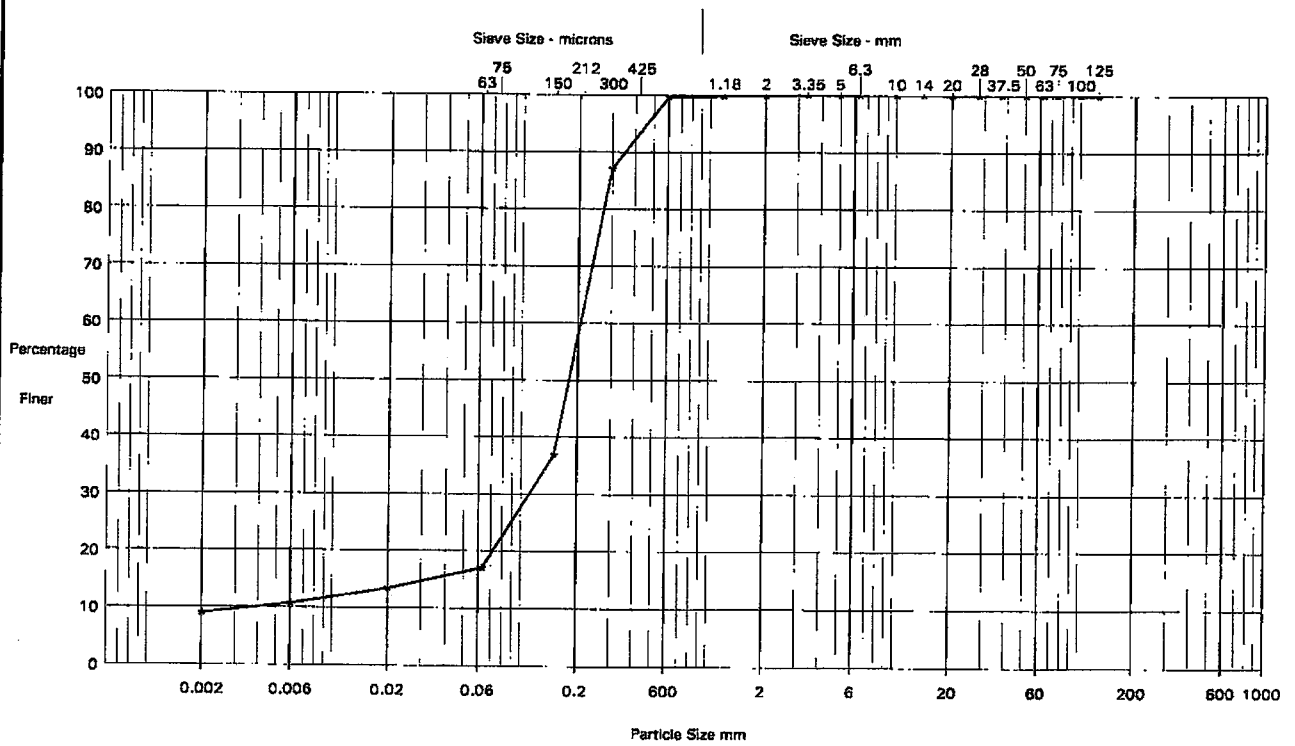
LABORATORY RESULTS - Particle Size Distribution

Project: SHREWSBURY BATTLEFIELD IWMF.

Hole : BH19
 Sample Depth : 1.50-2.00
 Sample Type : B
 Sample Ref : 40137

Project No: PC030642

Sample Description : 40137 Red brown clayey fine to medium SAND.



Classification	CLAY	SILT			SAND			GRAVEL			COBBLES	BOULDERS
		Fine	Medium	Coarse	Fine	Medium	Coarse	Fine	Medium	Coarse		
% of each	9	8			83			0			0	0

Size	Percentage Finer
125mm	100
100mm	100
75mm	100
63mm	100
50mm	100
37.5mm	100
28mm	100
20mm	100
14mm	100
10mm	100
6.3mm	100
5mm	100
3.35mm	100

Size	Percentage Finer
2mm	100
1.18mm	100
600µm	100
425µm	-
300µm	87
212µm	-
150µm	37
63µm	17
20µm	13
6µm	11
2µm	9

Sieving Method	
Wet Sieve	
Fine Particle Analysis	
Method	Pipette
Pre-treated with	Hydrogen Peroxide
% Loss on pre-treatment	2.18
Particle Density	2.65 (Assumed)

Remarks



APPENDIX 10

LABORATORY TEST RESULTS - CHEMICAL

Soil Analysis

GEO /86820
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00792

CAS Number:			441008	441009	441010
Sample Ref			BH1 E	BH3 J	BH3 J
Detname	Method	Units	1.00m	0.90m	1.30m
Arsenic (Total)	30/30C	mg/kg	9.4	4.6	7.2
Boron (Soluble)	6	mg/kg	0.21	0.20	0.34
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	31	15	23
Copper (Total)	30	mg/kg	23	11	18
Lead (Total)	30	mg/kg	23	20	11
Mercury (Total)	30C	mg/kg	< 0.10	< 0.10	< 0.10
Nickel (Total)	30	mg/kg	38	15	35
Selenium (Total)	30C	mg/kg	< 0.10	0.25	< 0.10
Zinc (Total)	30	mg/kg	85	60	54
Ammonia as N	03A	mg/kg	< 25	< 25	< 25
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	< 0.50	< 0.50	< 0.50
Sulphate as SO3 (2:1 Water Extract)	46	g/l	< 0.05	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0	< 5.0
Toluene Ext Matter	43	mg/kg	240	N/S	< 200
pH	39	pH units	7.7	6.7	7.4
>> TPH SUITE <<			N/S	.	N/S
TPH by GC (>C6-C10)	317	mg/kg	N/S	< 50	N/S
TPH by GC (>C10 - C20)	317	mg/kg	N/S	< 50	N/S
TPH by GC (>C20-C40)	317	mg/kg	N/S	< 50	N/S
TPH by GC (>C6 - C40)	317	mg/kg	N/S	< 50	N/S



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Business of the Year Winner 2001



Key

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I/S - Insufficient Sample



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Soil Analysis

GEO /86820
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00792

CAS Number:			441011	441012	441013
Sample Ref			BH4 E	BH9 J	BH11 B
Detname	Method	Units	0.50m	0.80m	0.50m
Arsenic (Total)	30/30C	mg/kg	5.1	6.4	8.0
Boron (Soluble)	6	mg/kg	0.15	0.21	0.16
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	15	19	26
Copper (Total)	30	mg/kg	9.6	13	20
Lead (Total)	30	mg/kg	13	16	17
Mercury (Total)	30C	mg/kg	< 0.10	< 0.10	< 0.10
Nickel (Total)	30	mg/kg	18	20	29
Selenium (Total)	30C	mg/kg	< 0.10	< 0.10	< 0.10
Zinc (Total)	30	mg/kg	49	50	67
Ammonia as N	03A	mg/kg	< 25	< 25	< 25
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	< 0.50	< 0.50	< 0.50
Sulphate as SO3 (2:1 Water Extract)	46	g/l	< 0.05	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0	< 5.0
Toluene Ext Matter	43	mg/kg	280	300	< 200
pH	39	pH units	6.9	7.1	7.7
>> TPH SUITE <<			N/S	N/S	N/S
TPH by GC (>C6-C10)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C10 - C20)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C20-C40)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C6 - C40)	317	mg/kg	N/S	N/S	N/S



Key
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Soil Analysis

GEO /86820
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00792

CAS Number:			441014	441015	441016
Sample Ref			BH11 J	BH14 E	BH14 E
Detname	Method	Units	1.30m	1.00m	2.50m
Arsenic (Total)	30/30C	mg/kg	8.4	11	4.9
Boron (Soluble)	6	mg/kg	0.18	0.30	< 0.10
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	34	37	15
Copper (Total)	30	mg/kg	27	25	8.5
Lead (Total)	30	mg/kg	18	18	< 5.0
Mercury (Total)	30C	mg/kg	0.26	0.14	< 0.10
Nickel (Total)	30	mg/kg	41	46	14
Selenium (Total)	30C	mg/kg	0.11	0.41	0.18
Zinc (Total)	30	mg/kg	75	77	24
Ammonia as N	03A	mg/kg	< 25	< 25	< 25
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	< 0.50	< 0.50	< 0.50
Sulphate as SO3 (2:1 Water Extract)	46	g/l	< 0.05	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0	< 5.0
Toluene Ext Matter	43	mg/kg	< 200	220	< 200
pH	39	pH units	7.6	7.6	8.6
>> TPH SUITE <<			N/S	N/S	N/S
TPH by GC (>C6-C10)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C10 - C20)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C20-C40)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C6 - C40)	317	mg/kg	N/S	N/S	N/S



Key
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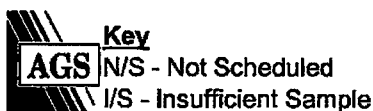
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Soil Analysis

GEO /86820
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00792

CAS Number:			441017	441018	441019
Sample Ref			BH16 B	BH20 E	BH20 E
Detname	Method	Units	0.40m	0.50m	1.00m
Arsenic (Total)	30/30C	mg/kg	6.9	5.9	3.3
Boron (Soluble)	6	mg/kg	0.21	0.36	< 0.10
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	18	19	8.5
Copper (Total)	30	mg/kg	16	15	3.6
Lead (Total)	30	mg/kg	18	26	< 5.0
Mercury (Total)	30C	mg/kg	< 0.10	< 0.10	< 0.10
Nickel (Total)	30	mg/kg	23	21	9.2
Selenium (Total)	30C	mg/kg	0.46	0.45	< 0.10
Zinc (Total)	30	mg/kg	58	92	12
Ammonia as N	03A	mg/kg	61	< 25	< 25
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	< 0.50	< 0.50	< 0.50
Sulphate as SO3 (2:1 Water Extract)	46	g/l	< 0.05	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0	< 5.0
Toluene Ext Matter	43	mg/kg	< 200	N/S	< 200
pH	39	pH units	7.6	7.3	8.1
>> TPH SUITE <<			N/S	.	N/S
TPH by GC (>C6-C10)	317	mg/kg	N/S	< 50	N/S
TPH by GC (>C10 - C20)	317	mg/kg	N/S	< 50	N/S
TPH by GC (>C20-C40)	317	mg/kg	N/S	< 50	N/S
TPH by GC (>C6 - C40)	317	mg/kg	N/S	< 50	N/S



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Soil Analysis

GEO /86820
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00792

CAS Number:			441020	441021	441022
Sample Ref			TP2 B	TP6 B	TP7 B
Detname	Method	Units	0.40m	0.50m	0.20m
Arsenic (Total)	30/30C	mg/kg	8.3	14	7.2
Boron (Soluble)	6	mg/kg	0.26	0.20	0.24
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	28	44	28
Copper (Total)	30	mg/kg	19	29	19
Lead (Total)	30	mg/kg	13	21	14
Mercury (Total)	30C	mg/kg	< 0.10	< 0.10	< 0.10
Nickel (Total)	30	mg/kg	37	57	34
Selenium (Total)	30C	mg/kg	< 0.10	0.35	0.18
Zinc (Total)	30	mg/kg	54	80	58
Ammonia as N	03A	mg/kg	< 25	< 25	< 25
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	< 0.50	0.57	< 0.50
Sulphate as SO3 (2:1 Water Extract)	46	g/l	< 0.05	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0	< 5.0
Toluene Ext Matter	43	mg/kg	250	< 200	< 200
pH	39	pH units	8.0	7.8	8.0
>> TPH SUITE <<			N/S	N/S	N/S
TPH by GC (>C6-C10)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C10 - C20)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C20-C40)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C6 - C40)	317	mg/kg	N/S	N/S	N/S



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Soil Analysis

GEO /86820
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00792

CAS Number:			441023	441024	441025
Sample Ref			TP8 B	TP10 B	TP14 J
Detname	Method	Units	0.20m	0.50m	0.20m
Arsenic (Total)	30/30C	mg/kg	6.6	7.3	3.2
Boron (Soluble)	6	mg/kg	0.38	0.15	0.14
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	20	19	16
Copper (Total)	30	mg/kg	14	15	5.5
Lead (Total)	30	mg/kg	23	12	7.0
Mercury (Total)	30C	mg/kg	< 0.10	< 0.10	< 0.10
Nickel (Total)	30	mg/kg	23	19	17
Selenium (Total)	30C	mg/kg	< 0.10	0.31	0.14
Zinc (Total)	30	mg/kg	76	41	41
Ammonia as N	03A	mg/kg	< 25	< 25	< 25
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	0.55	0.57	0.55
Sulphate as SO ₃ (2:1 Water Extract)	46	g/l	< 0.05	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0	< 5.0
Toluene Ext Matter	43	mg/kg	< 200	< 200	< 200
pH	39	pH units	7.2	7.4	6.8
>> TPH SUITE <<			N/S	N/S	N/S
TPH by GC (>C6-C10)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C10 - C20)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C20-C40)	317	mg/kg	N/S	N/S	N/S
TPH by GC (>C6 - C40)	317	mg/kg	N/S	N/S	N/S



AGS **Key**
N/S - Not Scheduled
I/S - Insufficient Sample



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Soil Analysis

GEO /86820
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00792

CAS Number:			441026	441027
Sample Ref			TP14 J	TP18 J
Detname	Method	Units	2.00m	0.80m
Arsenic (Total)	30/30C	mg/kg	4.3	3.1
Boron (Soluble)	6	mg/kg	< 0.10	< 0.10
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	7.6	9.9
Copper (Total)	30	mg/kg	2.9	4.2
Lead (Total)	30	mg/kg	< 5.0	< 5.0
Mercury (Total)	30C	mg/kg	< 0.10	< 0.10
Nickel (Total)	30	mg/kg	8.1	8.2
Selenium (Total)	30C	mg/kg	0.18	0.24
Zinc (Total)	30	mg/kg	9.7	13
Ammonia as N	03A	mg/kg	< 25	61
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	0.94	< 0.50
Sulphate as SO3 (2:1 Water Extract)	46	g/l	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0
Toluene Ext Matter	43	mg/kg	< 200	< 200
pH	39	pH units	7.2	6.7
>> TPH SUITE <<			N/S	N/S
TPH by GC (>C6-C10)	317	mg/kg	N/S	N/S
TPH by GC (>C10 - C20)	317	mg/kg	N/S	N/S
TPH by GC (>C20-C40)	317	mg/kg	N/S	N/S
TPH by GC (>C6 - C40)	317	mg/kg	N/S	N/S



Key
AGS N/S - Not Scheduled
 I/S - Insufficient Sample



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Soil Analysis

GEO /86910
Battlefield Iwmf
Your Reference:- PC030642
Your Order:- OC00796

CAS Number:			442067	442068
Sample Ref			BH14	BH18
Detname	Method	Units	0.40m	0.80m
Arsenic (Total)	30/30C	mg/kg	7.1	4.6
Boron (Soluble)	6	mg/kg	0.47	0.17
Cadmium (Total)	30	mg/kg	< 0.50	< 0.50
Chromium (Total)	30	mg/kg	22	18
Copper (Total)	30	mg/kg	18	10
Lead (Total)	30	mg/kg	52	14
Mercury (Total)	30C	mg/kg	< 0.10	< 0.10
Nickel (Total)	30	mg/kg	20	17
Selenium (Total)	30C	mg/kg	< 0.10	0.24
Zinc (Total)	30	mg/kg	110	62
Ammonia as N	03A	mg/kg	< 25	< 25
Chloride (2:1 Water Extract)*	12A	g/l	< 0.05	< 0.05
Phenols (Total)	40A	mg/kg	< 0.50	< 0.50
Sulphate as SO ₃ (2:1 Water Extract)	46	g/l	< 0.05	< 0.05
Sulphide as S	47	mg/kg	< 5.0	< 5.0
pH	39	pH units	6.9	6.7
>> TPH SUITE <<				
TPH by GC (>C6-C10)	317	mg/kg	< 50	< 50
TPH by GC (>C10 - C20)	317	mg/kg	< 50	< 50
TPH by GC (>C20-C40)	317	mg/kg	< 50	< 50
TPH by GC (>C6 - C40)	317	mg/kg	< 50	< 50



Key
N/S - Not Scheduled
I/S - Insufficient Sample

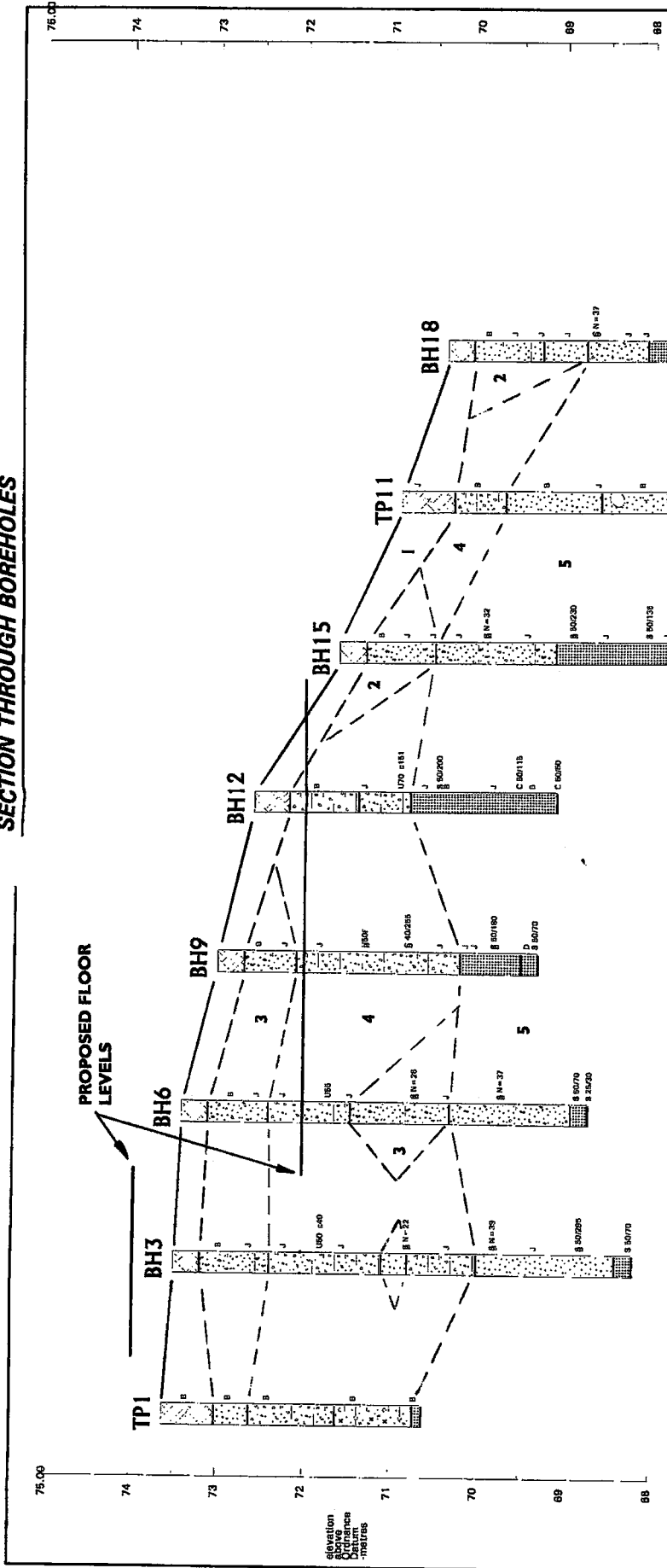


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APPENDIX II
SCHEMATIC SECTIONS

SECTION THROUGH BOREHOLES



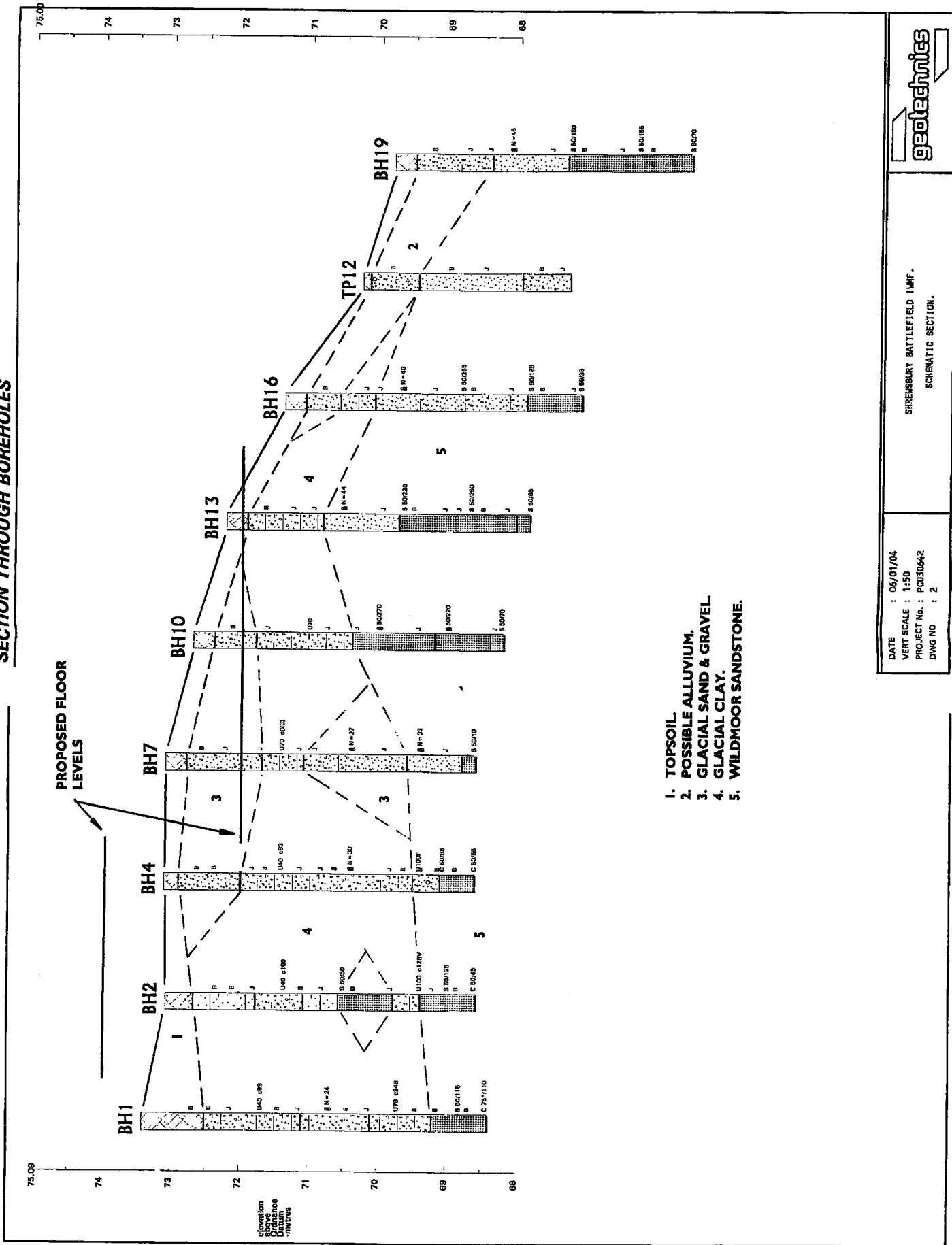
- 1. TOPSOIL
- 2. POSSIBLE ALLUVIUM.
- 3. GLACIAL SAND & GRAVEL.
- 4. GLACIAL CLAY.
- 5. WILDMOOR SANDSTONE.

DATE : 06/01/04
 VERT SCALE : 1:50
 PROJECT No. : PC030642
 DWG NO : 1

SHREWSBURY BATTLEFIELD IMF.
 SCHEMATIC SECTION.



SECTION THROUGH BOREHOLES

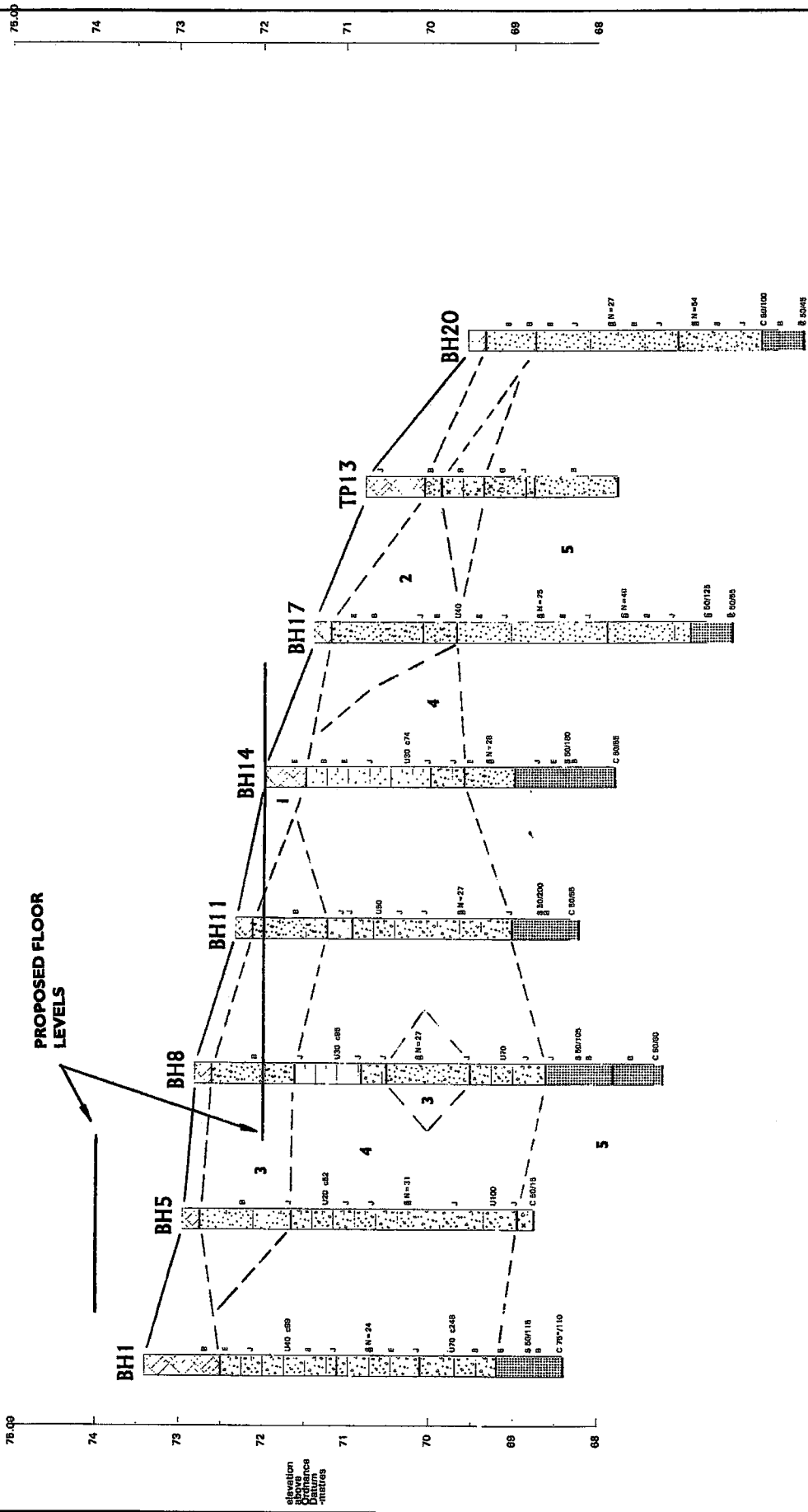


DATE : 06/01/04
 VERT SCALE : 1:50
 PROJECT No. : P030642
 DWG NO : 2

SHREWSBURY BATTLEFIELD I.M.F.
 SCHEMATIC SECTION.



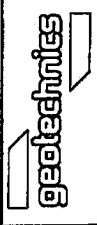
SECTION THROUGH BOREHOLES



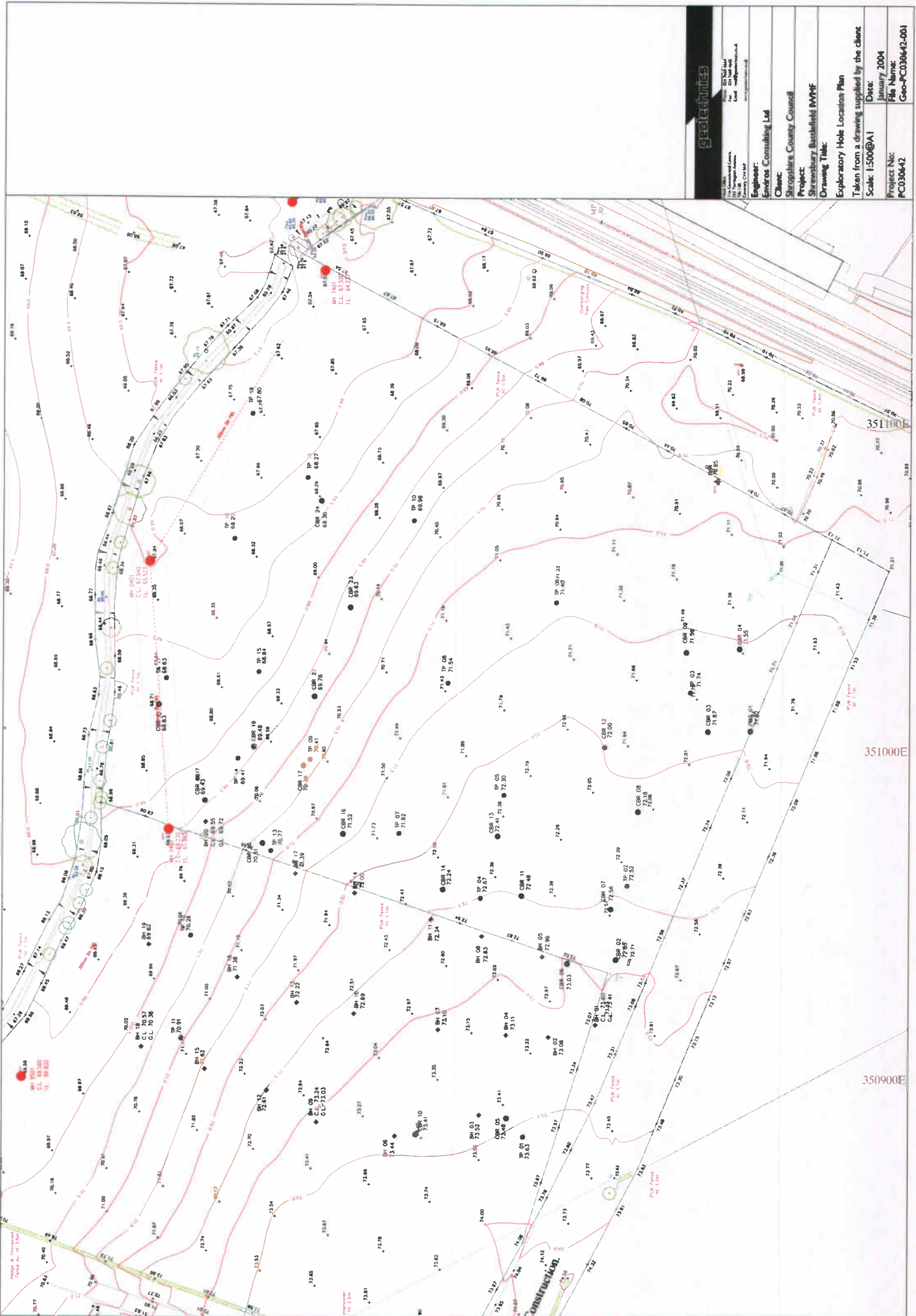
- 1. TOPSOIL.
- 2. POSSIBLE ALLUVIUM.
- 3. POSSIBLE SAND & GRAVEL.
- 4. GLACIAL CLAY.
- 5. WILDMOOR SANDSTONE.

DATE : 06/01/04
 VERT SCALE : 1:50
 PROJECT No. : PD30642
 DWG NO : 3

SHREWSBURY BATTLEFIELD INF.
 SCHEMATIC SECTION.



APPENDIX 12
EXPLORATORY HOLE LOCATION PLAN



1000 Lakeside Drive The Woodlands, Texas 77380-4040 Tel: 281-499-8800 Fax: 281-499-8801 Email: info@geotechnics.com	1000 Lakeside Drive The Woodlands, Texas 77380-4040 Tel: 281-499-8800 Fax: 281-499-8801 Email: info@geotechnics.com
Engineer: Endres Consulting Ltd	Client: Shropshire County Council
Project: Shrewsbury Battlefield IMPF	Drawing Title: Exploratory Hole Location Plan
Scale: 1:500@A1	Date: January 2004
Project No.: PC030642	File Name: Geo-PC030642-001

351000E

351000E

350900E

APPENDIX 13

INVESTIGATION TECHNIQUES AND GENERAL NOTES

INVESTIGATION TECHNIQUES

INTRODUCTION

The following brief review of Ground Investigation techniques, generally used as part of most Site Investigations in the U.K., summarises their methodology, advantages and limitations. Detailed descriptions of the techniques are available and can be provided on request. This review should be read in conjunction with the accompanying General Notes.

TRIAL PITS

The trial pit is amongst the most simple yet effective means of identifying shallow ground conditions on a site. Its advantages include simplicity, speed, potential accuracy and cost-effectiveness. The trial pit is most commonly formed using a backacting excavator which can typically determine ground conditions to some 4 metres below ground level. Hand excavation is often used to locate, expose and detail existing foundations, features or services. In general, it is difficult to extend pits significantly below the water table in predominantly granular soils, where flows can cause instability. Unless otherwise stated, the Trial Pits will not have been provided with temporary side support during their construction. Under such circumstances ground conditions to some 1.2 metres can be closely inspected, subject to stability assessment, but below this depth, entrance into the pit is not permitted in the absence of shoring and hence observations will have been made from ground surface and samples taken from the excavator bucket.

Trends in strata type, level and thickness can be determined, shear surfaces identified and the behaviour of plant, excavation sides and excavated materials can be related to the construction process. They are particularly valuable in land slip investigations. Some types of *insitu* test can be undertaken in such pits and large disturbed or block samples obtained.

CABLE PERCUSSION BORING

The light Cable Percussion technique of soft ground boring, typically at a diameter of 150mm, is a well established simple and flexible method of boring vertical holes and generally allows data to be obtained in respect of strata conditions other than rock. A tubular cutter (for cohesive soils) or shell with a flap valve (for granular soils) is repeatedly lifted and dropped using a winch and rope operating from an "A" frame. Soil which enters these tools is regularly removed and either sampled for subsequent examination or test, or laid to one side for backfilling. Steel casing will have been used to prevent collapse of the borehole sides where necessary. A degree of disturbance of soil and mixing of layers is inevitable and the presence of very thin layers of different soils within a particular stratum may not be identified. Changes in strata type can only be detected on recognition of a change in soil samples at surface, after the interface has been passed. For the foregoing reasons, depth measurements should not be considered to be more accurate than 0.1 metre.

In cohesive soils cylindrical samples are retrieved by driving or pushing in 100mm nominal diameter tubes. In soft soils, piston sampling or vane testing may be undertaken. In granular soils and often in cohesive materials, *insitu* Standard Penetration Tests (SPT's) are performed. The SPT records the number of standard blows required to drive a 50mm diameter open or cone ended probe for 300mm after an initial 150mm penetration. A modified method of recording is used in more dense strata. Small disturbed samples are obtained throughout.

The technique can determine ground conditions to depths in excess of 30 metres under suitable circumstances and usually causes less surface disturbance than trial pitting.

ROTARY DRILLING

Rotary Drilling to produce cores by rotating an annular diamond-impregnated tube or barrel into the ground is the technique most appropriate to the forming of site investigation boreholes through rock or other hard strata. It has the advantage of being able to be used vertically or at an angle. Core diameters of less than 100mm are most common for site investigation purposes. Core is normally retrieved in plastic lining tubes. A flushing fluid such as air, water or foam is used to cool the bit and carry cuttings to the surface.

Examination of cores allows detailed rock description and generally enables angled discontinuity surfaces to be observed. However, vertical holes do not necessarily reveal the presence of vertical or near-vertical fissures or joint discontinuities. The core can be subjected to test in the field or laboratory. Core recovery depends upon rock type and/or techniques used. Where open hole rotary drilling is employed, descriptions of strata result from examination at surface of small particles ejected from the borehole in the flushing medium. In consequence, no indication of fissuring, bedding, consistency or degree of weathering can be obtained. Small scale plant can be used for auger drilling to limited depth where access is constrained.

Depths in excess of 60 metres can be achieved under suitable circumstances using rotary techniques, with minimal surface disturbance.

WINDOW SAMPLING

This technique involves the driving of an open-ended tube into the ground and retrieval of the soil which enters the tube. The term "window sample" arose from the original device which had a "window" or slot cut into the side of the tube through which samples were taken. This has now been superseded by the use of a thin-walled plastic liner within a sampler which has a solid wall. Diameters range from 36 to 86mm. Such samples can be used for qualitative logging, selection of samples for classification and chemical analysis and for obtaining a rudimentary assessment of strength.

Driving devices can be hand-held or machine-mounted and the drive tubes are typically in 1m lengths. The hole formed is not cased, however, and hence the success of this technique is limited when soils and groundwater conditions are such that the sides of the hole collapse on withdrawal of the sampler. Obstructions within the ground, the density of the material or its strength can also limit the depth and rate of penetration of this light-weight investigation technique. Nevertheless, it is a valuable tool where access is constrained such as within buildings or on embankments. Depths of up to 8m can be achieved in suitable circumstances but depths of 4m to 6m are more common.

EXPLORATORY HOLE RECORDS

The data obtained by these techniques are generally presented on Trial Pit, Borehole, Drillhole or Window Sample Records. The descriptions of strata result from information gathered from a number of sources which may include published geological data, preliminary field observations and descriptions, *insitu* test results, laboratory test results and specimen descriptions. A key to the symbols and abbreviations used accompanies the records. The descriptions on the exploratory hole records accommodate but may not necessarily be identical to those on any preliminary records or the laboratory summaries.

The records show ground conditions at the exploratory hole locations. The degree to which they can be used to represent conditions between or beyond such holes, however, is a matter for geological interpretation rather than factual reporting and the associated uncertainties must be recognised.

DYNAMIC PROBING

This technique typically measures the number of blows of a standard weight falling over a standard height to advance a cone-ended rod over sequential standard distances (typically 100mm). Some devices measure the penetration of the probe per standard blow. It is essentially a profiling tool and is best used in conjunction with other investigation techniques where site-specific correlation can be used to delineate the distribution of soft or loose soils or the upper horizon of a dense or strong layer such as rock.

Both machine-driven and hand-driven equipment is available, the selection depending upon access restrictions and the depth of penetration required. It is particularly useful where access for larger equipment is not available, disturbance is to be minimised or where there are cost constraints. No samples are recovered and some techniques leave a sacrificial cone head in the ground. As with other lightweight techniques, progress is limited in strong or dense soils. The results are presented both numerically and graphically. Depths of up to 10m are commonly achieved in suitable circumstances.

The hand-driven DCP probing device has been calibrated by the TRL to provide a profile of CBR values over a range of depths of up to 1.50m.

INSTRUMENTATION

The most common form of instrument used in site investigation is either the standpipe or else the standpipe piezometer which can be installed in investigation holes. They are used to facilitate monitoring of groundwater levels and water sampling over a period of time following site work. Normally a standpipe would be formed using rigid plastic tubing which has been perforated or slotted over much of its length whilst a standpipe piezometer would have a filter tip which would be placed at a selected level and the hole sealed above and sometimes below to isolate the zone of interest. Groundwater levels are determined using an electronic "dipmeter" to measure the depth to the water surface from ground level. Piezometers can also be used to measure permeability. They are simple and inexpensive instruments for long term monitoring but response times can limit their use in tidal areas and access to the ground surface at each instrument is necessary. Remote reading requires more sophisticated hydraulic, electronic or pneumatic equipment.

Settlement can be monitored using surface or buried target plates whilst lateral movement over a range of depths is monitored using slip indicator or inclinometer equipment.

GENERAL NOTES

1. The report is prepared for the exclusive use of the Client named in the document and copyright subsists with Geotechnics Limited. Prior written permission must be obtained to reproduce all or part of the report. It is prepared on the understanding that its contents are only disclosed to parties directly involved in the current investigation, preparation and development of the site.
2. Further copies may be obtained with the Client's written permission, from Geotechnics Limited with whom the master copy of the document will be retained.
3. The report and/or opinion is prepared for the specific purpose stated in the document and in relation to the nature and extent of proposals made available to us at that time. Re-consideration will be necessary should those details change. The recommendations should not be used for other schemes on or adjacent to the site without further reference to Geotechnics Limited.
4. The assessment of the significance of the factual data, where called for, is provided to assist the Client and his Engineer and/or Advisers in the preparation of their designs.
5. The report is based on the ground conditions encountered in the exploratory holes together with the results of field and laboratory testing in the context of the proposed development. The data from any commissioned desk study and site reconnaissance are also drawn upon. There may be special conditions appertaining to the site, however, which are not revealed by the investigation and which may not be taken into account in the report.
6. Methods of construction and/or design other than those proposed by the designers or referred to in the report may require consideration during the evolution of the proposals and further assessment of the geotechnical and any geoenvironmental data would be required to provide discussion and evaluations appropriate to these methods.
7. The accuracy of results reported depends upon the technique of measurement, investigation and test used and these values should not be regarded necessarily as characteristics of the strata as a whole (see accompanying notes on Investigation Techniques). Where such measurements are critical, the technique of investigation will need to be reviewed and supplementary investigation undertaken in accordance with the advice of the Company where necessary.
8. The samples selected for laboratory test are prepared and tested in accordance with the relevant Clauses of BS 1377 Parts 1 to 8, where appropriate, in Geotechnics Limited's UKAS accredited Laboratory, where possible. A list of tests is given.
9. Tests requiring the use of another laboratory having UKAS accreditation where possible are identified.
10. Any unavoidable variations from specified procedures are identified in the report.
11. Specimens are cut vertically, where this is relevant and can be identified, unless otherwise stated.
12. All the data required by the test procedures are recorded on individual test sheets but the results in the report are presented in summary form to aid understanding and assimilation for design purposes. Where all details are required, these can be made available.
13. Whilst the report may express an opinion on possible configurations of strata between or beyond exploratory holes, or on the possible presence of features based on either visual, verbal, written, cartographical, photographic or published evidence, this is for guidance only and no liability can be accepted for its accuracy.
14. Ground conditions should be monitored during the construction of the works and the report should be re-evaluated in the light of these data by the supervising geotechnical engineers.
15. Any comments on groundwater conditions are based on observations made at the time of the investigation, unless specifically stated otherwise. It should be noted, however, that the observations are subject to the method and speed of boring, drilling or excavation and that groundwater levels will vary due to seasonal or other effects.
16. Unless specifically stated, the investigation does not take account of the possible effects of mineral extraction or of gases from fill or natural sources within, below or outside the site.
17. The costs or economic viability of the proposals referred to in the report, or of the solutions put forward to any problems encountered, will depend on very many factors in addition to geotechnical or geoenvironmental considerations and hence their evaluation is outside the scope of the report.

CRAVEN ARMS

**Proposed Integrated Waste
Management Facility, Craven Arms**
Desk Study and Ground Investigation Report

June 2006

**Proposed Integrated Waste
Management Facility, Craven Arms**

Proposed Integrated Waste Management Facility, Craven Arms, Shropshire

Desk Study and Ground Investigation Report

Report Reference: 755379/R/001

June 2006

Produced for
Shropshire County Council

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Appendices

- A** Envirocheck Report ref 16983951-1-1, 27 Jan 2006
- B** Soil Mechanics Factual Report on Ground Investigation
- C** Site Location & Exploratory Hole Location Plan

1 Introduction

1.1 Terms of Reference

1.1.1 Mouchel Parkman (MP) was commissioned by Shropshire County Council (SCC) on the 2nd December 2005, to procure a ground investigation and report on ground conditions for pre-purchase assessment purposes at the site of a proposed Waste Recycling Storage Facility located between the Long Lane Industrial Site and the Shrewsbury to Hereford railway line in Craven Arms, Shropshire. The work was carried out in general accordance with MP's proposal dated 15th March 2006 which included undertaking a desk study, design and procurement of a ground investigation by a specialist subcontractor and analysis and reporting of the results. Desk study searches were made and the ground investigation undertaken during April 2006. The purpose of the investigation was to provide an overview of the local ground conditions prior to the purchase of the site.

1.2 Development Proposals

1.2.1 It is understood that the proposed development will comprise the construction of a hardstanding area and some lightly loaded structures for use as a Waste Recycling Storage Facility.

1.3 Objectives and Scope

1.3.1 The objective of the investigation was to determine the sub surface ground and groundwater conditions at the site.

1.3.2 In order to achieve the above objective, the following scope of works was undertaken:

- Excavation of seven trial pits across the site to establish ground conditions, with in situ testing and sampling for laboratory analysis;
- Preparation of an interpretative report.

1.3.3 This report summarises the details of the ground investigation and interprets the findings of the ground conditions and laboratory test data. Background information to the site is presented in Section 2, with a Conceptual Site Model devised to highlight the potential risks caused by contaminants which may exist beneath the site, presented in Section 3.

1.4 Limitations

1.4.1 This Report is presented to Shropshire County Council in respect of the Proposed Waste Management Facility at Craven Arms, Shropshire and may not be used or relied on by any other person or by the client in relation to any other matters not covered specifically by the scope of this Report.

- 1.4.2 Notwithstanding anything to the contrary contained in the report, Mouchel Parkman Services Limited is obliged to exercise reasonable skill, care and diligence in the performance of the services required by Shropshire County Council and Mouchel Parkman Services Limited shall not be liable except to the extent that it has failed to exercise reasonable skill, care and diligence, and this report shall be read and construed accordingly.
- 1.4.3 This Report has been prepared by Mouchel Parkman Services Limited. No individual is personally liable in connection with the preparation of this Report. By receiving this Report and acting on it, the client or any other person accepts that no individual is personally liable whether in contract, tort, for breach of statutory duty or otherwise.

2 Desk Study and Site Walkover

2.1 Site Location

2.1.1 The site is located some 200m north of the centre of Craven Arms, Shropshire. The National Grid Reference for the centre of the proposed depot site is approximately 343070 283430.

2.2 Description

2.2.1 A site walkover revealed that the site is an essentially rectangular shaped parcel of land measuring some 140m long x 30m wide at its widest point.

2.2.2 The site was formerly a railway siding and engine shed prior to its recent demolition, evidence of which had been removed prior to the investigation. The site itself is essentially level with minimal vegetation cover.

2.2.3 It is proposed to construct the facility across the entire site area. It has not been necessary to undertake any enabling works to allow the site investigation to proceed as the site is essentially clear of any demolition materials, tipped waste or excessive vegetation

2.2.4 The site boundaries are a combination of hedges and walls with a large metal fence running along the western perimeter. The eastern side of the site is bounded by the Shrewsbury to Hereford railway line with the SCC Highways depot located immediately to the west and a Waste Transfer Station located immediately to the north. Access to the site is at the northern end from the Long Lane Industrial Estate.

2.2.5 The site has recently been surveyed by Mouchel Parkman, and the results of the level survey indicate ground levels varying between 98.25 metres OD at the southern end and 98.76 metres OD at the northern end.

2.3 Summary of Site History

2.3.1 The site history has been researched with reference to the following sources:

- Historical maps included within the Landmark Information Group Envirocheck Report 27 January 2006;

2.3.2 Historical plans from 1882 to 2000 were studied to summarise any development on the site. The site was originally located partly in a field and partly within railway owned land. The land was utilised for the construction of railway sidings and an engine shed, which has subsequently been demolished, leaving the site unoccupied to the present day.

2.3.3 The following table summarises the observations made from the available plans.

Table 2.3: Summary of information from historical plans

Map/plan	Observations
1884 (1 st Edition Ordnance Survey) scale 1:2,500	The site is located partly within an open field and partly within land owned by the railway operator. The site is un-developed with a boundary marking the edge of the land owned by the railway running in an approximate north to south direction. The site is bounded to the east by the Shrewsbury to Hereford Railway line, with fields and some residential development and fields beyond. The site is surrounded on all other sides by open fields.
1889 to 1891 (Ordnance Survey County Series) scale 1:10,560	No further changes
1903 (2 nd Edition Ordnance Survey) scale 1:2,500	No further changes
1903 (Ordnance Survey County Series) scale 1:10,560	No further changes
1953 (Ordnance Survey County Series) scale 1:10,560	The map indicates that a railway siding and a large shed have been constructed across the site. The map also indicates the construction of a gas works together with more railway sidings immediately to the south. There is also considerable commercial / industrial development to the east of the railway line.
1963 (Ordnance Survey) scale 1:10,560	The map indicates no further changes to the site or the immediate surrounding area.
1975 (Ordnance Survey) scale 1:2,500	Again, the map indicates no further development on the site. However, there has been considerable development to the east of the railway line.
1980 (Ordnance Survey) scale 1:10,000	No further changes

Map/plan	Observations
1987 / 88 (Ordnance Survey) scale 1:2,500	The site boundaries are shown to be in their contemporary configuration, with the site access road and site entrance located at the northern end. The access road leads in through the newly constructed Long Lane Industrial Estate located to the north west.
1994 (Ordnance Survey) scale 1:2,500	No further changes
2000 (Ordnance Survey) scale 1:10,000	There are no changes to the site itself. However, the map does indicate the construction of a new Business Centre some 75-100m to the north west of the site. The gas works to the south west of the site has been demolished by this time and replaced with domestic properties
Present Day	Contemporary maps indicate that the sidings and sheds have been demolished

2.4 Surrounding Land Uses

2.4.1 Table 2.3, above, summarises the land uses in the area surrounding the site. The area surrounding the site was initially open fields with the main railway line running along the eastern boundary in a north-south direction with further fields beyond. There has been considerable development of the land to the east of the railway line together with the development of the site as a railway siding with further sidings and a gas works to the south. There has also been considerable development to the north and west of the site with the construction of the Long Lane Industrial Estate.

2.5 Ecology

2.5.1 The ecology has been researched with reference to the following sources:

- Multi Agency Government Information Centre (MAGIC) Website;
- Shropshire County Council Geographical Information System;
- Initial site visit carried out on 15th November 2005.

2.5.2 There are no statutory or local designations affecting the site itself. The Shropshire Hills are recorded as an Area of Outstanding Natural Beauty, the edge of which is located 511m to the east of the site.

2.5.3 There are no records of protected species within the site and the immediate vicinity. Otter have been recorded on the River Onny, around 900m to the south east of the site and there are records of bats to the south of Craven Arms. It should be noted that records of protected species (otter, great crested newt, white clawed crayfish, bats and dormice) held on Shropshire County Council's GIS are chance finds so that the lack of records does not mean that a species is absent from the site.

2.6 Geology

2.6.1 The geology of the site has been researched with reference to the following published works:

- Geological Survey of Great Britain (England and Wales) (Solid), Church Stretton 1:50,000 Scale, Sheet No. 166 (1952, reprinted 1974).
- Toghill, P (1990) "Geology in Shropshire" Swan Hill Press
- Landmark Information Group Envirocheck Report 27 January 2006

2.6.2 Published information indicates that the site is underlain by solid strata of the Silurian Wenlock Shales. The Silurian Wenlock Limestone is seen to outcrop some 700m to the east of the site.

2.6.3 The solid strata are shown to be overlain by fluvio-glacial deposits, which are noted to be laterally extensive within the local area together with terrace deposits associated with the River Onny.

2.6.4 The site is not within an area that is considered to have been affected by coal mining. Based on information obtained by Landmark Information Group from the British Geological Survey the site is at very low risk from landslide ground stability hazards, running sand ground stability hazards and shrinking or swelling clay ground stability hazards.

2.7 Hydrology

2.7.1 The hydrology of the site has been researched with reference to the following published works:

- Landranger Map (1:50,000 scale) of Shrewsbury, 126, Ordnance Survey, 2000;
- Landmark Information Group Envirocheck Report 27 January 2006;

Surface water features

2.7.2 The nearest surface water feature to the site is the River Onny, which at its closest point is located some 275m to the east-north-east of the site. An unnamed brook is also located some 700m south of the site, which is seen to join the River Onny to the south of Craven Arms. There are likely to be further small water courses and storm drains located within the local area, which probably discharge into the brook or into the river itself.

2.7.3 There are eight records of discharge consents to surface waters, all of which are over 250 metres from the site.

Flooding

- 2.7.4 The Floodplain and Flood Warning Area information provided by the Environment Agency indicates that the site is not considered to be within an area that is at risk from flooding.

2.8 Hydrogeology

- 2.8.1 The hydrogeology of the site has been researched with reference to the following published works:

- Policy and Practice for the Protection of Groundwater, Groundwater vulnerability 1:100,000 Map, Sheet 21, West Shropshire (1995);
- Geological Survey of Great Britain (England and Wales) (Solid & Drift), Shrewsbury 1:50,000 Scale, Sheet No. 152 (1959, reprinted 1974).
- Landmark Information Group Envirocheck Report 27 January 2006;

Aquifer conditions

- 2.8.2 The Ground Water Vulnerability map indicates that the area lies on a minor aquifer of variable permeability (fluvio-glacial drift deposits). Minor aquifers include rocks which do not have high primary permeability but can be fractured or potentially fractured. Although they do not produce large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers.
- 2.8.3 The underlying Silurian Wenlock Shales are considered to be a non aquifer. Overlying soils are of intermediate leaching potential (I1) and typically comprise soils which can possibly transmit a wide range of pollutants. Review of the Environment Agency Website indicates that the nearest Source Protection Zone is over 1,000 metres from the site.
- 2.8.4 There are three water abstraction licences within 1000 to 2000 metres of the site, two of which are for general farming and domestic use and one a private water supply.

2.9 Landfill Sites

- 2.9.1 The location of landfill sites within the vicinity of the site has been researched with reference to the following:

- Landmark Information Group Envirocheck Report 27 January 2006;

- 2.9.2 There is one Licensed Waste Management Facility located some 325m north west of the site. The site is categorised as a Metal Recycling Site (Vehicle Dismantler). There are no records supplied as to the current status of the site. Due to the distance from the plot it is considered unlikely that this site poses any risk to the development site.

- 2.9.3 A Registered Waste Treatment / Disposal Site is located some 193m north east of the site. The site is recorded as a scrapyards with a maximum annual input of less than 10,000 tonnes. The scrapyards is authorised to take waste such as engines, machinery and scrap vehicles. The Envirocheck document states that the site is still operational as far as is known.

2.9.4 With regards to Radon the site is located within an area of which between 1% and 3% of homes are above Action Levels and as such basic protective measures are necessary in the construction of new dwellings

3 Preliminary Conceptual Site Model

3.1 Introduction

- 3.1.1 A conceptual site model has been developed in order to identify and characterise pollution linkages and other risks that may be pertinent to the site and to assist in the design of the future development.
- 3.1.2 Development of a conceptual site model (CSM) is in line with procedures identified under Part IIA of the Environmental Protection Act (1990) and the Contaminated Land Reports (CLR) Series produced by the Department of Environment, Food and Rural Affairs (DEFRA) and the Environment Agency (EA).
- 3.1.3 The intrusive investigation of the site was based on the CSM with the aim gaining a clearer understanding of the site geology, hydrogeology and former historical structures and site uses. This information would then be used in delineating contaminant distributions and establishing the significance of pathways through the site. The CSM is then reviewed following the intrusive investigation, and recommendations for further works are made based on this process.

3.2 Ground Conditions

- 3.2.1 The following ground model aims to create a three dimensional conceptual picture of the site and its surroundings, incorporating the locations, thicknesses, types and lithological descriptions of strata and groundwater conditions.
- 3.2.2 Published information indicates that the site is underlain by fluvio-glacial deposits which in turn overlie Silurian Wenlock Shales. The fluvio-glacial deposits are classified as a minor aquifer and the Silurian Wenlock Shales are noted as a non aquifer. A Registered Waste Treatment / Disposal Site was identified within 250 metres of the site, however, as the site has no facility for the burial of waste then it is unlikely that the site will be affected by the presence of leachates and soil borne gases.
- 3.2.3 Historical evidence suggests that the site of the proposed Waste Management Storage Facility was previously a railway siding and engine shed which was undeveloped prior to the construction of the siding. The rail sidings and engine shed were constructed sometime prior to 1953 and were probably used for the storage and maintenance of rolling stock .
- 3.2.4 There is potential for contaminative substances to be present on the site in the form of small localised spills of paints, fuels and oils associated with the maintenance of rolling stock. It would also be reasonable to expect that the site investigation would encounter nominal thicknesses of made ground associated with the demolition of the siding and associated building.

3.3 Determination of Environmental Risk

3.3.1 In order for a risk of contamination to exist, a source of contamination, a vulnerable receptor (e.g. a human) and a pathway linking the two must be present. The following sections assess potential contamination, receptors and pathways, together with potential pollutant linkages and their associated risks.

3.4 Contamination Considerations: Source – Pathway – Receptor Linkages

Sources

3.4.1 Although no detailed information is available on the operating history of the sidings and maintenance sheds, it would appear likely that these operations have resulted in the presence of contaminants such as hydrocarbons from fuel / oil spillages in discreet pockets across the site. There is also the possibility that potentially contaminating materials may have been left buried on the site following demolition of the sidings.

Receptors

3.4.2 Receptors which may be affected by contaminants include the following:

- Construction site workers;
- The minor aquifer below the site (see Section 2.5.2).
- Long term site users and visitors (minimal risk as the site is proposed to be entirely hard covered)

Pathways

3.4.3 The following have been identified as pathways which could provide a linkage from contaminant sources to onsite receptors:

- Potential leaching of any contaminants from the made ground or contaminated natural ground beneath the site;
- Inhalation and dermal contact by site workers;
- Inhalation and dermal contact by staff and visitors within the finished development.

4 Ground Investigation

4.1 Introduction

- 4.1.1 Investigation of the site was carried out on 24th April 2006. This section provides a factual account and rationale for the work. The investigation was undertaken primarily to assess ground and groundwater conditions, carry out in situ testing and take samples for geotechnical and chemical analyses.
- 4.1.2 The site investigation was carried out in general accordance with BS5930: 1999 "Code of Practice for Site Investigations". The distribution of the exploratory holes was designed to give a representative profile of the general ground conditions across the site.
- 4.1.3 An exploratory hole location plan is presented in Drawing No. 755379-P-3001.

4.2 Fieldwork

- 4.2.1 The Ground investigation was specified and monitored by Mouchel Parkman, and carried out by Soil Mechanics. Details of the investigation and the ground and groundwater conditions encountered are presented within the contractor's factual report, dated May June, 2006, Appendix C.
- 4.2.2 Sitework comprised a total of seven mechanically excavated trial pits to depths of between 0.2m and 4.5 metres below existing ground level. Trial pits were logged by a geotechnical engineer from Soil Mechanics before being backfilled with the arisings in the order of excavation. Records of the trial pits are included within the contractor's factual report.
- 4.2.3 In-situ testing involving the use of a MEXE cone penetrometer for CBR assessment purposes was undertaken in Trial Pits 2, 4A and 6 at a depth of 0.5m bgl.

4.3 Laboratory Analysis

- 4.3.1 A range of representative samples of the made and natural ground were selected by Mouchel Parkman for geotechnical and chemical analysis. Testing was carried out by Soil Mechanics and TES Bretby at accredited laboratories. The results are included within Appendix C.
- 4.3.2 Geotechnical analysis comprised the following suite of tests:
- Natural moisture content
 - Atterberg Limits
 - Particle size analysis
 - pH and water soluble sulphate
- 4.3.3 Based on the site's history and former use a general contamination suite, based on the Environment Agency – Interim Guidance on the Disposal of 'Contaminated Soils' list and including Total Petroleum Hydrocarbons (TPH), was tested for.

5 Ground Investigation Results

5.1 Geology

5.1.1 The strata encountered during the investigation are generally consistent with the published geological information. The depth and thickness of the formations encountered in the boreholes and trial pits are summarised in Table 5.1.

Table 5.1: Strata details

Stratum	Depth to stratum top (m)	Stratum Thickness (m)
Made Ground	Ground level	Up to max 0.8m
Fluvio-Glacial Deposits	0.7m, 0.4m, 0.65m, 0.3m, >0.8m (base of MG not proved in TP5) and 0.3m	>3.3m, >3.4m, >0.15m, >1.0m and >1.3m

5.2 Made Ground

5.2.1 Made Ground was encountered in all of the exploratory holes to maximum depths of between 0.05m and >0.8m (in TP5) bgl and comprise a combination of cohesive and granular soils.

5.2.2 Cohesive Made Ground was encountered in Trial Pits 3 and 4A and comprised slightly sandy, slightly gravelly to gravelly and slightly cobbly CLAY. The gravel components of these soils include fragments of brick, concrete, glass, sandstone, mudstone, clinker and dolerite. The soils are recorded as locally slightly organic.

5.2.3 The granular Made Ground encountered in the remaining trial pits comprise primarily slightly silty, sandy, slightly cobbly to cobbly GRAVEL and tend in parts to slightly silty gravelly SAND. The gravel comprises fragments of brick, slate, wood, concrete, clinker, sandstone, mudstone and dolerite. Again the soils are noted as locally slightly organic.

5.2.4 The soils encountered in Trial Pit 1 from 0.05m to 0.7m have been classified as Probable Made Ground of soft slightly sandy gravelly CLAY with occasional cobbles. The gravel and cobbles comprise fragments of sandstone and mudstone and no observed man-made fill materials.

5.3 Fluvio-Glacial Sand and Gravel, Glacial Clay

5.3.1 All exploratory holes encountered both cohesive and granular strata, considered to be fluvio-glacial in origin, below the made ground to a maximum observed depth of 4.0m.

5.3.2 The glacial soils encountered in TP2 from 0.4m to 0.6m, TP3 from 0.65m to 1.0m, TP4A from 0.3m to 0.7m and in TP6 from 0.3m to 1.6m comprise primarily slightly sandy gravelly CLAY, the gravel component of which is fragments of sandstone and mudstone.

5.3.3 Granular fluvio-glacial deposits were encountered in TP1 from 0.7m to 4.0m, TP2 from 0.6m to 4.0m and in TP4A from 1.0m to 2.0m. The granular soils comprise slightly clayey to clayey, slightly sandy to sandy and slightly cobbly GRAVEL of mudstone and sandstone. It should be noted that the fluvio-glacial soils were not fully penetrated in any of the trial pits.

5.4 Silurian Wenlock Shales

5.4.1 Strata indicative of the Silurian Wenlock Shales was not encountered in any of the exploratory holes during the investigation.

5.5 Underground Structures

5.5.1 Brick walls were encountered in the ends of Trial Pits 3 and 5 at respective depths of 0.7m to 1.0m and 0.4m to 0.8m. Trial Pit 5 was terminated on a brick floor at 0.8m bgl.

5.5.2 A concrete slab was encountered in Trial Pit 4 at a depth of 0.2m, which precluded excavation. Trial Pit 4A was excavated at the edge of slab which was seen to extend from ground level to 0.2m bgl.

5.5.3 The buried brickwork and concrete corresponds with the location of the former engine shed.

5.6 Contamination

Site Observations

5.6.1 Strong hydrocarbon odours were noted within Trial Pit 5 from 0.3m to the base of the pit at 0.8m.

5.7 Groundwater

5.7.1 Groundwater was not encountered during the site investigation.

6 Geotechnical Analysis

6.1 Made Ground

6.1.1 Made ground was encountered over the whole of the site. However, in-situ testing or laboratory classification testing was not undertaken.

6.2 Glacial Sand and Gravel

6.2.1 Particle size distribution analysis of two samples of granular glacial materials indicated values of 20 and 21% sand, 60 and 70% gravel with 4 to 11% cobbles and 6 to 8% fines, thus essentially confirming field observations. Particle Size Distribution Analysis of three cohesive samples indicated ranges of 27% to 44% for combined silt and clay, 25% sand and a range of 31 to 43% for gravel, which also confirmed site observations.

6.2.2 Laboratory testing for index properties was undertaken on four samples of near surface cohesive fluvio-glacial soils. Natural moisture contents within the four samples were seen to range from 13 to 21%. Liquid Limits (W_L) were seen to range from 37 to 41% and Plastic Limits (W_P) range from 21 to 22%. Overall, the Plasticity Indices (I_P) were seen to range between 16 and 20%. The Plasticity Indices indicate that the soils underlying the site are clays of low shrinkage potential, when subjected to changes in moisture content.

6.2.3 *In-situ* Hand Shear Vane tests were undertaken in two of the trial pits within the natural cohesive fluvio-glacial deposits. The HSVs undertaken in Trial Pit 3 at 1.0m indicated a range of shear strengths ranging from 60 to 70kPa – “firm”. The HSVs undertaken in Trial Pit 4A at 0.8m exhibit a range of shear strengths from 25 to 38 kPa, indicating “soft” soils.

6.3 Stability of Excavations

6.3.1 The trial pits excavated were recorded as “stable” within the mixed cohesive and granular fluvio-glacial deposits. However, local collapse and spalling can be expected in long foundation trenches, especially if left exposed to inclement weather. Conventional soft ground excavators will be appropriate for excavation in made ground and glacial materials, however, breaking out of buried structures may be required.

6.4 Foundation Conditions

6.4.1 Details of any proposed site layout were not available at the time of preparation of this report. However, it is understood that any structures built on the site are likely to be of lightweight construction with corresponding low ground bearing pressures.

6.4.2 The underlying natural cohesive and granular fluvio-glacial soils should provide an appropriate bearing stratum at either a depth of 0.75m or at the base of the made ground across the majority of the site. The made ground is considered to be unsuitable as a bearing stratum due to the uncontrolled manner in which it was deposited and the variability in material properties.

- 6.4.3 An allowable bearing capacity of around 75kN/m² is anticipated for the firm cohesive soils and for the granular soils. Foundation settlements are expected to be within acceptable limits. Once the final designs for any proposed structures are available and the proposed loadings known, it would be advisable to check the suitability of the bearing stratum with regard to bearing capacity and settlement in relation to the proposed structures.
- 6.4.4 If any obviously soft soils, excessive thicknesses of made ground or underground structures are encountered during the excavation of foundation trenches it will be necessary to remove them and replace them with an appropriate engineered fill.

6.5 Pavement Design

- 6.5.1 It is understood that the majority of the site is to be hardstanding primarily for storage and car parking. Based on field soil descriptions and in-situ MEXE Cone testing, CBR values of between 2.4% and 6.5% are anticipated for the cohesive and granular fluvio-glacial deposits (Interim Advice Note 73/06; Design Guidance for Road Pavement Foundations). The lower CBR values highlight where soils of a more cohesive nature were encountered. As such, a CBR value of 3% at a formation level of 0.5m below ground level in the fluvio-glacial soils would be appropriate. Any made ground or visibly soft soils at the proposed formation level should be removed prior to the construction of the hard standing and replaced with appropriate engineered fill materials. Normal precautions should be taken with regard to protecting the sub-formation from adverse weather and site traffic.

6.6 Frost Susceptibility

- 6.6.1 Frost Susceptibility may be assessed by either direct measurement or by indirect means, using plasticity data and grading analyses. Granular soils with less than 10% passing the 75 micron sieve and cohesive soils with a Plasticity Index greater than 20% are generally considered not to be susceptible to frost heave. Based on atterberg limits and the particle size distribution curves of the samples tested soils in TPs 3, 4A and 6 are likely to be frost susceptible.

6.7 Concrete Protection

- 6.7.1 Laboratory testing carried out on samples of made ground and glacial material indicates near neutral conditions with pH in the range 7.4 to 7.6. Measured concentrations of water soluble sulphate (as SO₄) were 0.03 to 0.05 g/l.
- 6.7.2 Based on these results and assuming mobile groundwater conditions for natural soils, the Design Sulphate Class for the site is DS-1, and the Aggressive Chemical Environment for Concrete (ACEC) class is AC-1s in accordance with BRE Special Digest 1.

7 Tier 1 Human Health Risk Assessment

7.1 Methodology

7.1.1 A Tier 1 human health assessment has been undertaken according to the following methodology:

- Selection of screening values for human health Tier 1 assessment;
- Tier 1 human health assessment using mean and maximum value tests, outlined under the Contaminated Land Report (CLR) guidance;
- Assessment of contamination distribution and migration;
- Determination of corrective action and / or further consideration required.

7.1.2 No groundwater was encountered during the investigation, or during subsequent monitoring. Therefore no samples were available or analysis and comment cannot be made on groundwater quality

7.2 Identification of Screening Values for Tier 1 Assessment

7.2.1 Soil contaminants have been screened for risks to human health against CLEA (Contaminated Land Exposure Assessment) Soil Guideline Values (SGV) in accordance with the DEFRA and Environment Agency Contaminated Land Report (CLR) series (documents 7-10).

7.2.2 It is understood that the proposed end use will consist of a Waste Management Storage Facility with hardstanding and vehicle parking areas. The facility will be constructed off a hard standing. Therefore the results have been compared to the SGVs for Commercial/Industrial end-use (see Table 7.1). Where SGVs were not available, professional judgement values based upon adjusted Dutch Intervention Values and previous site experience have been used. Where no screening value has been derived, the detection limit has been used so highlighting any detected concentrations of potential concern. If the proposals are altered in any way then the appropriateness of the above assessment needs to be reviewed.

Table 7.1: Brief Description of Commercial/Industrial End-Use (R&D Publication SGV)

There are many different kinds of workplace and work-related activities. This land-use assumes that work takes place in a permanent single-storey building, factory, or warehouse where employees spend most time indoors involved in office-based or relatively light physical work. This land-use is not designed to consider those sites involving 100% hard cover (such as car parks) where the risks to the site-user are from ingestion or skin contact because of the implausibility of such exposures arising while the constructed surface remains intact.

7.3 Mean and Maximum Value Analysis

7.3.1 In accordance with the 'mean value' test detailed in CLR 7 the dataset was analysed to determine the Upper Bound Concentrations (95% upper confidence limit of the arithmetic mean concentration) for each chemical determinant. This determined whether concentrations over the site as a whole exceed the screening value. The 'maximum value' test was also undertaken as a second stage of contamination assessment, to determine the presence of potential outliers (or hotspots), to be treated separately from the main data set.

7.3.2 Initial examination of the results did not indicate significant differences between the chemical results of made ground and natural strata. Therefore results from both strata have been considered in the same dataset.

7.4 Soil Analysis

Mean Value Test

7.4.1 Table 7.2 below summarises the mean value test of the soil sample analysis. The tables indicate that no determinands exceeded the respective guideline value and the 95% UCL for all the determinands remained below the respective screening values.

Table 7.2: Summary of soil analysis – Mean Value Test

Determinand	Screening Value (and Source) Commercial/Industrial No plant growth	Range of concentrations	95% UCL	95% UCL exceeds screening value?
Arsenic	500 mg/kg (SGV)	3 - 7 mg/kg	8 mg/kg	No
Cadmium	1400 mg/kg (SGV for pH 6 to 8)	0.1 – 0.4 mg/kg	<1 mg/kg	No
Chromium	5000 mg/kg (SGV)	13 – 19 mg/kg	18 mg/kg	No
Copper	5000 mg/kg (Professional Judgement)	11 – 37 mg/kg	34 mg/kg	No
Lead	750 mg/kg (SGV)	21 – 409 mg/kg	204 mg/kg	No
Mercury	480 mg/kg (SGV)	<1 mg/kg	<1 mg/kg	No
Nickel	5000 mg/kg (SGV)	18 – 38 mg/kg	35 mg/kg	No
Selenium	8000 mg/kg (SGV)	0.51 – 0.75 mg/kg	<3 mg/kg	No
Zinc	720 mg/kg (Professional judgement)	60 - 174 mg/kg	123 mg/kg	No
Total Cyanide	<1 mg/kg (limit of detection)	<1 mg/kg	<1 mg/kg	No
Total Phenol	21,900 (SGV for 1% Soil Organic Matter)	<0.5 - 0.19 mg/kg	-	No

Determinand	Screening Value (and Source) Commercial/Industrial No plant growth	Range of concentrations	95% UCL	95% UCL exceeds screening value?
TPH (based on identified bands of TPH (typically C10-C40) taking account of toxicity, odour and perceived risks	1000 mg/kg	81 – 430 mg/kg	359 mg/kg	No
Total PAH	50 mg/kg (Professional judgement) based on toxic equivalence with regard to B(a)f	<1 - 71 mg/kg	35 mg/kg	Yes

7.5 Soil borne gases

7.5.1 No monitoring for potential soil borne gases was undertaken during the investigation and no installations for subsequent gas monitoring were emplaced during the site investigation. The presence of typical 'soil borne' or 'landfill' gases such as methane (CH₄) and carbon dioxide (CO₂) was considered to be unlikely as there is no evidence of landfills in close proximity to the site.

7.5.2 It should be noted that hydrocarbon vapours were observed in Trial Pit 5 from 0.3m to 0.8m within the made ground.

7.6 Summary

7.6.1 The results obtained are not typical for a "Brownfield" site. The 95% UCL exceeded the adopted screening value of 50mg/kg for Polycyclic Aromatic Hydrocarbons (PAH) in only one sample.

7.6.2 The analysis of the soil samples indicates that there are generally minimal concentrations of contaminants which could potentially affect human health on the site. The elevated PAH concentrations recorded in the sample from TP5 at 0.3m are not considered to be detrimental to human health as the soils will be either enclosed beneath the hard standing or removed from site during the construction phase.

8 Conclusions and Recommendations

8.1 General

8.1.1 Mouchel Parkman was commissioned by Shropshire County Council on 2nd December, 2005 to design and procure a ground investigation at the site of a proposed Waste Recycling Storage Facility. A desk study and intrusive ground investigation was subsequently undertaken.

8.1.2 The purpose of the investigation was to provide data on ground conditions beneath the site. Samples were also taken to address any contamination concerns.

8.2 Ground Conditions

8.2.1 Ground conditions were proved to be consistent across the site with up to 0.8m of made ground, apparently reworked local materials with some additional fill materials derived from the previous site use as a railway siding and shed, overlying intermixed fluvio-glacial deposits.

8.3 Foundations, Excavations and Construction Issues

8.3.1 At the time of writing of this report there were no proposed structures and hence no specific requirements for any recommendations for foundations. However, it is considered likely that some lightweight structures will be constructed on the site and as such an allowable bearing capacity of 75kN/m² at a depth of 0.75m below existing ground level would be suitable for lightly loaded structures.

8.3.2 Localised spalling of excavations can be expected within the made ground and the glacial sand and gravel. No groundwater was encountered either during the investigation and therefore it is anticipated that excavations will remain dry. A design CBR of 3% at 0.5m below existing ground level is considered appropriate for pavement design providing any soft soils, made ground or unsuitable material is removed and replaced with appropriate engineered fill.

8.4 Tier 1 Human Health Risk Assessment

8.4.1 It is reasonable to assume that, based on the records reviewed and the ground investigation works undertaken, the risk of contamination is low for the stated intended purpose of the development. The ground conditions have been assessed from the desk study, exploratory holes, in-situ testing and subsequent laboratory testing. However, we cannot guarantee that further contamination will not be encountered during construction works on the site. If significant contamination is encountered then further investigation and laboratory testing may be necessary to delineate the extent, nature and concentration of the contaminants.

8.4.2 The results of the initial human health screening highlighted the presence of elevated PAH levels of 71 mg/kg within a sample from TP5 at 0.3m. This is not considered to present a hazard to any potential human receptors as the contaminated soil will either be removed from site during the construction process or will be covered over with hard standing.

- 8.4.3 No other remedial action with respect to soil contamination is anticipated.
- 8.4.4 The proposed end use, generally low concentration of potential contaminants and the distance to ground and surface water receptors means that any risk posed by leachable contaminants can be considered to be extremely low.
- 8.4.5 It is anticipated that soils will be removed during the works to reduce the site level to the hardstanding formation level of 0.5m below existing ground level. As the soils which exhibit the elevated concentrations of contaminants are mainly to be found within the upper 0.5m of the soils then it is very likely that they will be removed from site. As such, a suite of leachate testing will be required in order to determine their suitability either for re-use or disposal. The results of this analysis will need to be screened against criteria agreed in advance with the Environment Agency. Unacceptable materials will require off-site disposal to a suitable landfill licensed to accept soils of that classification. Chemically acceptable materials may be able to be redeposited on site. However, the Environment Agency may consider this to be a waste management activity, and as such, appropriate exemptions from waste management licensing may be required from them prior to the works commencing.

Appendix A

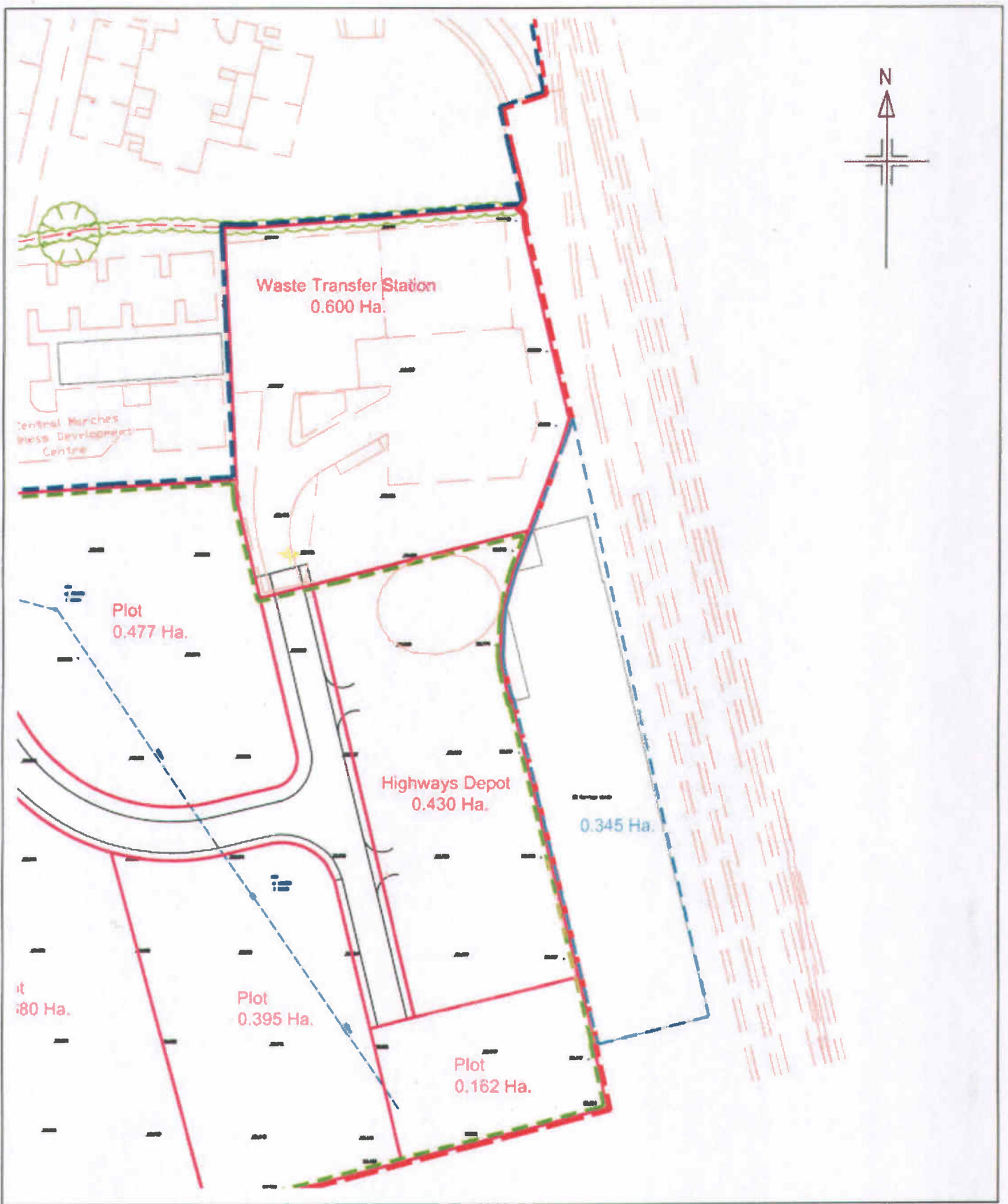
Envirocheck Report

Appendix B

Soil Mechanics Factual Report on Ground Investigation

Appendix C

Site Location & Exploratory Hole Location Plan



Property Services



Survey Date :	SCALE : 1/1250	DRAWN BY: JSM	DATE: May 2005
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Railway Land at Craven Arms	AREA	PROPERTY	PHASE	AEMFS	SHEET No.
	56	21	00	V	2
	Revision suffix		Rev		

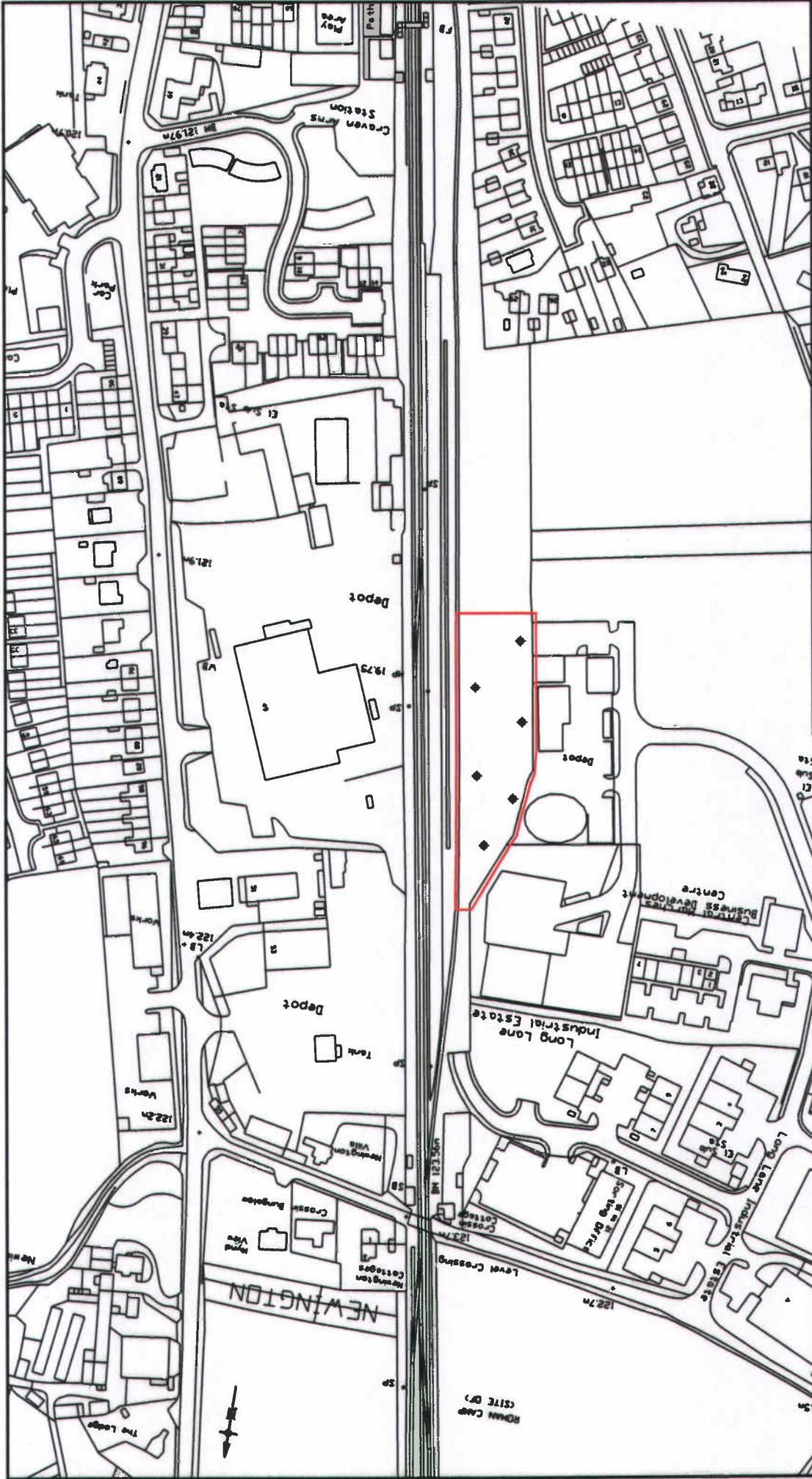
SCHEDULE 1: INFORMATION

Name of Contract	S1.1	Integrated Waste Management Facility Craven Arms
Description of Site	S1.2	The site is located to the north of Craven Arms in Shropshire at NGR 343070, 283430 approximately. It is to the west of and adjacent to the Shrewsbury to Ludlow railway line and is accessed from the Long Lane Industrial Estate. The industrial estate is signposted from the A49.
Main Works and Purpose of Contract	S1.3	It is proposed to develop the site for an integrated waste management facility. This will comprise hardstanding and lightly loaded structures.
Scope of Investigation	S1.4	Six trial pits are proposed.
Geology and ground conditions	S1.5	<p>The following assessment of the geology of the site and ground conditions has been inferred from the available information. No assurance is given as to its accuracy.</p> <p>BGS 1:50,000 sheet 166 indicates fluvio-glacial gravel overlying Silurian Wenlock Shales. Trial pits excavated on the adjacent industrial estate encountered sand and gravel.</p> <p>The site was previously occupied by railway sidings and a large shed structure.</p>
Schedule of Drawings	S1.6	755379-P-3001 – Location of proposed trial pits
Particular contract restrictions	S1.7	<p>The positions of exploratory holes shall be agreed on site.</p> <p>The Engineer's approval should be sought before commencing each hole and before backfilling each hole.</p> <p>The investigation will be undertaken on land belonging to Network Rail. Staff should either have current PTS certificates, or should have applied for a temporary visitors pass (through Mouchel Parkman) in advance of the works. Network Rail staff will be on site during the investigation.</p>
Particular pits and trenches requirements	S1.11	Photographs of each pit are required at the rate of three per pit - one side and one end, and one of the arisings.
Particular sampling requirements	S1.12	<u>Small disturbed samples</u> – of the topsoil, at each significant change in soil type or consistency and between successive bulk disturbed samples.

Bulk disturbed samples – at 1.0m intervals with at least one bulk disturbed sample of each soil type, and over the range of SPTs. Large bulk disturbed samples (suitable for carrying out gradings and compaction testing) are required at a minimum of one per stratum from trial pits.

Samples for chemical analysis should be taken from the made ground and upper part of the natural ground in each pit. Analysis is likely to comprise basic metals and inorganic suite (similar to former ICRCL), PAH (modified USEPA 8100 GCMS) and speciated TPH.

Particular in situ testing requirements	S1.13	<u>Hand shear vane tests</u> - at 1.0m intervals in cohesive soils <i>Hand-held CBR probe (if available) – tests to be carried out at 0.5 metres below ground level.</i> An assessment of in situ density should be made in granular soils based on ease of excavation, pit wall stability etc
Particular instrumentation and monitoring requirements	S1.14	<i>None required</i>
Particular daily report requirements	S1.15	Draft trial pit logs should be submitted to Mouchel Parkman within 24 hours of completion of the site work.
Particular laboratory testing requirements	S1.16	The following laboratory testing is likely to be required: <ul style="list-style-type: none">• Natural moisture content• Particle size analysis• pH and sulphate content• dry density - moisture content relationship• remoulded CBR• detailed chemical analysis
Particular reporting requirements	S1.17	Surveying of trial pit positions will be carried out by Mouchel Parkman. Two copies of the factual report, one bound and one unbound, contents as described in the Site Investigation Call Off Contract Document, are required.



Client Shropshire County Council

Project Integrated Waste Management Facility Croven Arms

Drawing Title Trial Pit Locations

Client mouchelparkman

Purpose check

Scale (at A4 site) 1:2500

Issuing Office SHREWSBURY

Telephone 01743-282900

Drawing member 755379-P-03

Version A

Version	Originated by & date	Checked by & date	MRP
A	Apr 06	Apr 06	Apr 06

Key:
◆ Trial pit locations

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G:\755379 Integrated Waste Management Facility Croven Arms\03 Drawings\Preliminary\755379-P-03.dwg

Trial Pit Log

PRELIMINARY



Soil Mechanics

Logged MP Checked	Start 25/04/2006 End 25/04/2006	Equipment, Methods and Remarks JCB 3CX Machine excavated to 4.00m	Dimensions and Orientation Width 0.65 m Length 3.80 m 	Ground Level Coordinates National Grid		
Samples and Tests		Strata				
Depth	Type & No.	Date Records	Description	Depth, Level (Thickness)	Legend	Backfill/Instrument
0.00-0.05	D 1		1 MADE GROUND: Dark brown slightly organic slightly silty sandy GRAVEL. Gravel is angular to subangular fine to coarse occasionally elongated of brick, slate, wood, clinker and dolerite.	0.05		
0.00-0.05	ES 6					
0.30-0.50	B 2		2 Soft brown slightly sandy gravelly CLAY with occasional cobbles and occasional rootlets. Gravel is subrounded medium to coarse of sandstone and mudstone. Cobbles are angular to subrounded of sandstone. [possible MADE GROUND]	(0.65)		
0.40-0.50	ES 11					
0.80-1.00	B 3		3 Brown slightly clayey slightly sandy GRAVEL with some cobbles. Gravel is angular to subrounded fine to coarse of mudstone and sandstone. Cobbles are subangular to subrounded of sandstone and mudstone.	0.70		
1.00-1.20	D 4					
1.40-1.50	B 5					
1.50-1.70	D 16					
2.30-2.40	B 17			(3.30)		
2.80-3.00	D 18					
3.20-3.30	B 19					
3.40-3.50	D 20					
3.50-3.60	D 21					
3.80-4.00	B 22					
			0.70-2.00 m occasional rootlets			
			3.00-4.00 m no cobbles			
			EXPLORATORY HOLE ENDS AT 4.00 m	4.00		
Depth	Type & No.	Records Date				
Groundwater Entries No. Struck Post Strike Behaviour (m) 1 4.00 Rose to 3.89 m after 5 minutes. Seepage			Depth Related Remarks * From to (m)		Stability Stable Shoring None Weather Overcast	
Notes: For explanation of symbols and abbreviations see key sheet. All depths and reduced levels in metres. Stratum thickness given in brackets in depth column.			Project Craven Arms, Shropshire Project No. F6501 Carried out for Shropshire County Council		Trial Pit TP1 Sheet 1 of 1	
Scale 1:25 <small>(e) MESG 388 v1.20a/2704/2006 13:33:13</small>						

Trial Pit Log

PRELIMINARY



Soil Mechanics

Logged MP Checked		Start 25/04/2006 End 25/04/2006	Equipment, Methods and Remarks JCB 3CX Machine excavated to 4.00m	Dimensions and Orientation Width 0.70 m Length 4.50 m D A B → 352 (Deg) C		Ground Level Coordinates National Grid	
Samples and Tests			Strata		Depth, Level/ (Thickness)	Legend	Backfill/ Instrument
Depth	Type & No.	Date Records	Description				
0.00-0.10	D 1		1 MADE GROUND: Brown grey slightly organic slightly silty sandy GRAVEL with occasional cobbles. Gravel is angular to subangular of dolerite. Cobbles are angular to subangular of brick.		0.20		
0.20-0.40	ES 2		2 MADE GROUND: Black slightly clayey sandy GRAVEL. Gravel is angular to subangular fine to coarse of slate, brick, glass and wood.		0.40		
0.50-0.70 0.50-0.70	B 7 ES 8		3 Firm to stiff light brown slightly sandy gravelly CLAY with occasional rootlets. Gravel is subangular to subrounded medium to coarse of mudstone and sandstone.		0.60		
1.00-1.20	B 13		4 Light brown slightly clayey sandy GRAVEL with occasional cobbles. Gravel is subrounded fine to coarse of mudstone and sandstone. Cobbles are subrounded of mudstone and sandstone.				
1.50-1.60	D 14						
2.00-2.20	B 15						
2.50-2.70	D 16						
3.00-3.20	B 17						
3.50-3.70	D 18						
3.80-4.00	B 19						
			EXPLORATORY HOLE ENDS AT 4.00 m		4.00		
			2.00-3.00 m clayey		(3.40)		
			3.80-4.00 m clayey				
Depth	Type & No.	Records Date	Depth Related Remarks *		Stability	Shoring	Weather
Groundwater Entries No. Struck Post Strike Behaviour (m) None observed (see Key Sheet)			From to (m)		Stable	None	Overcast
Notes: For explanation of symbols and abbreviations see key sheet. All depths and reduced levels in metres. Stratum thickness given in brackets in depth column.			Project Craven Arms, Shropshire		Trial Pit		
Scale 1:25			Project No. F6501		TP2		
(s) MESG 338 v1.20a27/04/2006 13:33:29			Carried out for Shropshire County Council		Sheet 1 of 1		

Trial Pit Log

PRELIMINARY



Soil Mechanics

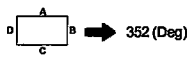

Logged MP Checked		Start 25/04/2006 End 25/04/2006	Equipment, Methods and Remarks JCB 3CX Machine excavated to 1.00m. Terminated on clients instruction.	Dimensions and Orientation Width 0.75 m Length 3.80 m 		Ground Level Coordinates National Grid	
Samples and Tests			Strata				
Depth	Type & No.	Date Records	Description		Depth, Level/ (Thickness)	Legend	Backfill/ Instrument
0.00-0.20	D 1		1 MADE GROUND: Brown slightly organic slightly sandy gravelly CLAY with occasional cobbles. Gravel is angular to subrounded of brick, glass, sandstone, mudstone, clinker and dolerite. Cobbles are angular to subrounded of brick and sandstone.		(0.40)		
0.00-0.20	ES 2						
0.20-0.40	B 7						
0.80-1.00	B 8		2 MADE GROUND: Dark brown-black slightly silty sandy GRAVEL. Gravel is angular to subrounded fine to course of brick, clinker, concrete and sandstone.		0.40		
0.80-1.00	ES 9						
1.00	HV	p 60 kPa, r 10 kPa	3 Stiff light brown, mottled orange, slightly sandy slightly gravelly CLAY with occasional rootlets. Gravel is subangular to subrounded fine to medium of sandstone and mudstone.		0.65		
1.00	HV	p 70 kPa, r 20 kPa					
1.00	HV	p 62 kPa, r 18 kPa					
			EXPLORATORY HOLE ENDS AT 1.00 m		1.00		
			0.70-1.00 m Brick wall Face A 				
Depth	Type & No.	Records Date					
Groundwater Entries No. Struck Post Strike Behaviour (m) None observed (see Key Sheet)			Depth Related Remarks * From to (m)			Stability Stable	
						Shoring None	
						Weather Overcast	
Notes: For explanation of symbols and abbreviations see key sheet. All depths and reduced levels in metres. Stratum thickness given in brackets in depth column.			Project Craven Arms, Shropshire			Trial Pit	
Scale 1:25			Project No. F6501			TP3	
(c) MESH 388 v1.20a27/04/2008 13:33:37			Carried out for Shropshire County Council			Sheet 1 of 2	

Trial Pit Log

PRELIMINARY



Soil Mechanics

Logged MP Checked	Start 25/04/2008 End 25/04/2008	Equipment, Methods and Remarks JCB 3CX TP4 terminated at 0.20m due to concrete slab. Moved to location TP4A.	Dimensions and Orientation Width 0.65 m Length 3.90 m 	Ground Level Coordinates National Grid		
Samples and Tests		Strata				
Depth	Type & No.	Date Records	Description	Depth, Level/ (Thickness)	Legend	Backfill/ Instruments
			<p>1 MADE GROUND: Soft to firm brown slightly sandy gravelly CLAY with occasional cobbles and abundant rootlets. Gravel is angular to subangular fine to coarse of brick, concrete and sandstone. Cobbles are angular of brick.</p> <p>2 MADE GROUND: CONCRETE</p> <p>EXPLORATORY HOLE ENDS AT 0.20 m</p>	0.15 0.20		
Depth	Type & No.	Records Date				
Groundwater Entries No. Struck Post Strike Behaviour (m) None observed (see Key Sheet)			Depth Related Remarks * From to (m)	Stability Stable Shoring None Weather Overcast		
Notes: For explanation of symbols and abbreviations see key sheet. All depths and reduced levels in metres. Stratum thickness given in brackets in depth column.			Project Craven Arms, Shropshire Project No. F6501 Carried out for Shropshire County Council	Trial Pit TP4 Sheet 1 of 1		

Scale 1:25

(c) MESH 898 v1.20:27/04/2008 13:33:52



Trial Pit Log

PRELIMINARY



Soil Mechanics

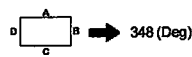



Logged MP		Start		Equipment, Methods and Remarks		Dimensions and Orientation		Ground Level	
Checked		End		Machine excavated to 2.00m. Terminated on clients instruction		Width 0.65 m Length 4.90 m		Coordinates	
		25/04/2006						National Grid	
Samples and Tests			Strata						
Depth	Type & No.	Date	Description			Depth, Level/ (Thickness)	Legend	Backfill/ Instrument	
0.00-0.20 0.00-0.20	D 1 ES 2		1 MADE GROUND: Soft to firm brown slightly sandy gravelly CLAY with occasional cobbles and abundant rootlets. Gravel is angular to subangular fine to coarse of brick, concrete and sandstone. Cobbles are angular of sandstone.			(0.30)			
0.50-0.70 0.50-0.70	B 7 ES 8		2 Soft to firm brown slightly sandy slightly gravelly CLAY. Gravel is angular to subrounded fine to coarse of sandstone and mudstone.			(0.70)			
0.80 0.80 0.80 1.00-1.20	HV HV HV D 13	p 38 kPa, r 8 kPa p 25 kPa, r 10 kPa p 28 kPa, r 18 kPa				1.00			
1.50-1.70	B 14		3 Brown slightly sandy clayey GRAVEL. Gravel is subangular to subrounded fine to coarse, occasionally elongated and tabular, of mudstone and sandstone.			(1.00)			
1.80-2.00	D 15								
EXPLORATORY HOLE ENDS AT 2.00 m						2.00			
Groundwater Entries			Depth Related Remarks *			Stability Stable			
No. Struck Post Strike Behaviour (m)			From to (m)			Shoring None			
None observed (see Key Sheet)			0.00 - Concrete slab noted in Face B			Weather Overcast			
Notes: For explanation of symbols and abbreviations see key sheet. All depths and reduced levels in metres. Stratum thickness given in brackets in depth column.			Project Craven Arms, Shropshire			Trial Pit			
Scale 1:25			Project No. F6501			TP4A			
(c) MESH 398 v1.20a27/04/2006 13:34:04			Carried out for Shropshire County Council			Sheet 1 of 2			

Trial Pit Log

PRELIMINARY



Soil Mechanics

Logged MP Checked	Start 25/04/2008 End 25/04/2008	Equipment, Methods and Remarks JCB 3CX TP5 terminated at 0.80m on brick floor.	Dimensions and Orientation Width 0.80 m Length 4.20 m 	Ground Level Coordinates National Grid		
Samples and Tests			Strata			
Depth	Type & No.	Date Records	Description	Depth, Level/ (Thickness)	Legend	Backfill/ Instruments
0.00-0.20 0.00-0.20	D 1 B 2		1 MADE GROUND: Light brown slightly clayey sandy GRAVEL with some cobbles. Gravel is angular to subrounded fine to coarse of mudstone, sandstone, brick and wood. Cobbles are subangular of brick.	(0.30)		
0.30-0.40	ES 3		2 MADE GROUND: Black-grey slightly silty gravelly fine and medium SAND. Gravel is angular to subangular fine to medium of clinker and railway ballast. Strong hydrocarbon odour.	0.30 0.40		
0.60-0.80	B 8		3 MADE GROUND: Black slightly clayey slightly sandy GRAVEL with many cobbles and occasional boulders. Gravel is angular to subrounded occasionally elongated occasionally tabular. Cobbles and boulders and angular to subangular of brick and wood sleepers (max size of wood 0.40x 0.10x 0.13m). Strong hydrocarbon odour.	(0.40) 0.80		
			EXPLORATORY HOLE ENDS AT 0.80 m			
Depth	Type & No.	Records Date				
Groundwater Entries No. Struck Post Strike Behaviour (m) None observed (see Key Sheet)			Depth Related Remarks * From to (m)		Stability Stable Shoring None Weather Overcast	
Notes: For explanation of symbols and abbreviations see key sheet. All depths and reduced levels in metres. Stratum thickness given in brackets in depth column.			Project Craven Arms, Shropshire Project No. F6501 Carried out for Shropshire County Council		Trial Pit TP5 Sheet 1 of 2	
Scale 1:25 <small>(c) MESG 388 v1.20a27/04/2008 13:34:18</small>						

Trial Pit Log

PRELIMINARY



Soil Mechanics

Logged MP Checked	Start 25/04/2006 End 25/04/2006	Equipment, Methods and Remarks JCB 3CX Machine excavated to 1.60m. Terminated on clients instruction	Dimensions and Orientation Width 0.60 m Length 4.20 m 350 (Deg)	Ground Level Coordinates National Grid		
Samples and Tests		Strata				
Depth	Type & No.	Date Records	Description	Depth, Level/ (Thickness)	Legend	Backfill/ Instrument
0.00-0.20 0.00-0.20	D 1 ES 3		1 MADE GROUND: Dark brown slightly organic slightly silty sandy GRAVEL. Gravel is angular to subangular fine to coarse occasionally elongated of brick, slate, wood, clinker and dolerite.	(0.30)		
0.50-0.70 0.50-0.70	B 2 ES 8		2 Firm to stiff brown sandy gravelly CLAY with occasional cobbles. Gravel is subrounded medium to coarse of mudstone and sandstone. Cobbles are subangular to subrounded of mudstone and sandstone.	0.30		
0.90-1.10	B 13			(1.30)		
1.40-1.50	B 14					
			EXPLORATORY HOLE ENDS AT 1.60 m	1.60		
Depth	Type & No.	Records Date				
Groundwater Entries No. Struck Post Strike Behaviour (m) None observed (see Key Sheet)		Depth Related Remarks * From to (m)		Stability Stable Shoring None Weather Overcast		
Notes: For explanation of symbols and abbreviations see key sheet. All depths and reduced levels in metres. Stratum thickness given in brackets in depth column.		Project Craven Arms, Shropshire Project No. F6501 Carried out for Shropshire County Council		Trial Pit TP6 Sheet 1 of 1		
Scale 1:25						

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Ffôn 01978 358895 Ffacs 01978 310240

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Tel 01978 358895 Fax 01978 310240

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Cofrestredig Yn Yr Alban No. 141100

Authorised Signatories:

C.J.Fisher (Technical Director)
W.H.Gosling (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

REPORT ON MOISTURE CONTENT OF SOIL

Page 1 of 1
Date 24/02/2003

LabRef No.	03W0735	Test Num:	1	Site / Client Ref.	B2
Scheme / Site	Waste Transfer Station. Long Lane, Craven Arms - G.I				
Location	TP 2. Depth 0.60 - 2.00m				
Material Specification	Disturbed Soil Sample Soil Tests				
Contractor	C.J.Pearce & Co. Ltd				
Source	Trial Pit		Ticket No.	N/A	
Date Sampled	29/01/2002	Time Sampled		Date Received	29/01/2003
Sampled By	BEL Staff		Date Tested - From	12/02/2003	
Sample Type	Bulk		Date Tested - To	13/02/2003	

TEST RESULTS

Soil Description :	Brown clayey very sandy GRAVEL. Gravel fine to coarse and subangular to rounded.
Moisture Content	13 %

Opinions and interpretations expressed herein are outside the scope of UKAS accreditation
Remarks

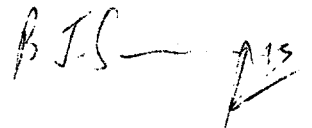
Result for information.

A sampling certificate is available.

Sampling Method Sampled by BEL Staff, method not defined
Test Method BS 1377 : Part 2 : 1990 3.2
Client Name **C J Pearce & Co Ltd**
 Pearce House
 Stafford Park 7
 Telford
 Shropshire
 TF3 3BQ
 John Rayner

FAO
Copies To

Signed

B.J.S. 

Authorised signatories:

C.J.Fisher (Technical Director)
W.H.Gosling (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

**REPORT ON PARTICLE SIZE
DISTRIBUTION OF SOILS**

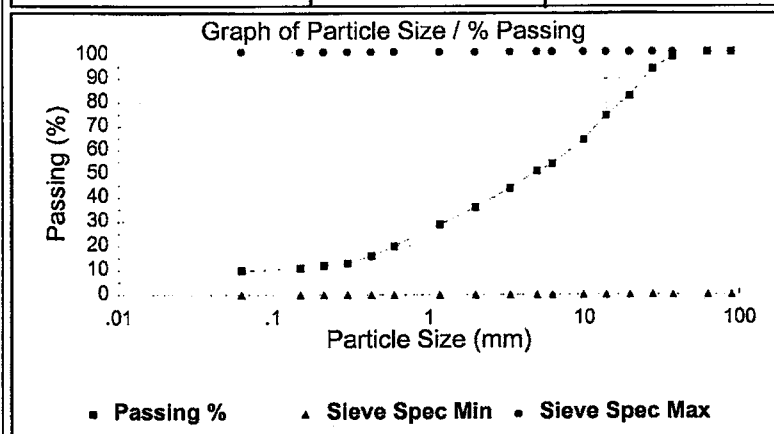
Page 1 of 1
Date 24/02/2003

LabRef No.	03W0735	Test Num: 2	Site / Client Ref.	B2
Scheme / Site Location	Waste Transfer Station. Long Lane, Craven Arms - G.I TP 2. Depth 0.60 - 2.00m			
Material Specification	Disturbed Soil Sample Soil Tests			
Contractor	C.J.Pearce & Co. Ltd			
Source	Trial Pit	Ticket No.	N/A	
Date Sampled	29/01/2002	Time Sampled	Date Received	29/01/2003
Sampled By	BEL Staff		Date Tested - From	12/02/2003
Sample Type	Bulk		Date Tested - To	14/02/2003

TEST RESULT

Sieve	Passing %	Specification
90mm	100	-
63mm	100	-
37.5mm	98	-
28mm	93	-
20mm	82	-
14mm	74	-
10mm	64	-
6.3mm	54	-
5mm	51	-
3.35mm	44	-
2mm	36	-
1.18mm	29	-
600µm	20	-
425µm	16	-
300µm	13	-
212µm	12	-
150µm	11	-
63µm	10	-

Test	Result	Specification
Moisture Content(%)		
Uniformity Coefficient	>132	.



Soil Description: Brown clayey very sandy GRAVEL. Gravel fine to coarse and subangular to rounded.

Opinions and interpretations expressed herein are outside the scope of UKAS accreditation.

Remarks:

Result for information . . .

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
Preparation Method BS 1377 : Part 1 : 1990
Test Method BS 1377 : Part 2 : Cl. 9.2 & Cl. 3.2 : 1990. BS 6100 : Subsection 2.2.1.
Client Name C J Pearce & Co Ltd
Pearce House
Stafford Park 7
Telford
Shropshire
TF3 3BQ
John Rayner

FAO
Copies To

Signed *BJS*

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Ruthin Road, Wrexham LL13 7TU
Tel 01978 358895 Fax 01978 310240

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Authorised Signatories:
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W.H.Gosling (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

REPORT ON MOISTURE CONTENT OF SOIL

Page 1 of 1
Date 24/02/2003

LabRef No.	03W0733	Test Num:	1	Site / Client Ref.	B1
Scheme / Site Location	Waste Transfer Station. Long Lane, Craven Arms - G.I TP 3. Depth 0.30 - 0.50m				
Material Specification	Disturbed Soil Sample Soil Tests				
Contractor	C.J.Pearce & Co. Ltd				
Source	Trial Pit		Ticket No.	N/A	
Date Sampled	29/01/2002	Time Sampled		Date Received	29/01/2003
Sampled By	BEL Staff		Date Tested - From	12/02/2003	
Sample Type	Bulk		Date Tested - To	13/02/2003	

TEST RESULTS

Soil Description :	Light brown slightly sandy slightly gravelly SILT. Gravel fine to coarse and subangular to rounded.
Moisture Content	20 %

Opinions and interpretations expressed herein are outside the scope of UKAS accreditation.
Remarks:

Result for information.

A sampling certificate is available.

Sampling Method Sampled by BEL Staff, method not defined
Test Method BS 1377 : Part 2 : 1990 3.2
Client Name **C J Pearce & Co Ltd**
 Pearce House
 Stafford Park 7
 Telford
 Shropshire
 TF3 3BQ
 John Rayner

FAO
Copies To

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B.J.S.
[Signature]

Authorised signatories:

C.J.Fisher (Technical Director)
W.H.Gosling (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

**REPORT ON PARTICLE SIZE
DISTRIBUTION OF SOILS**

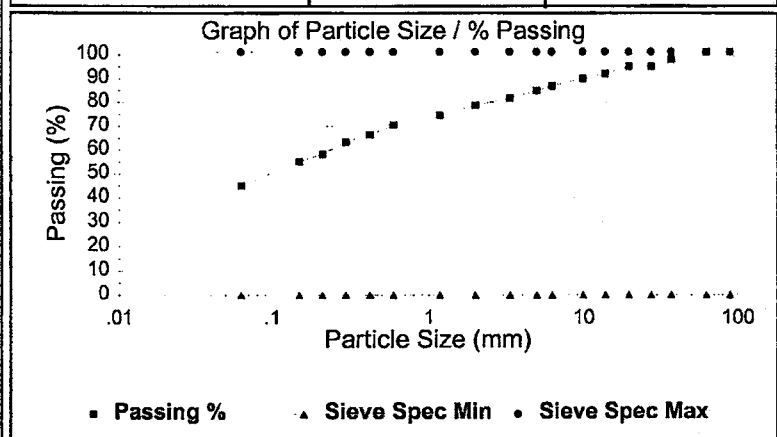
Page 1 of 1
Date 24/02/2003

LabRef No.	03W0733	Test Num: 2	Site / Client Ref.	B1
Scheme / Site Location	Waste Transfer Station. Long Lane, Craven Arms - G.I TP 3. Depth 0.30 - 0.50m			
Material Specification	Disturbed Soil Sample Soil Tests			
Contractor	C.J.Pearce & Co. Ltd			
Source	Trial Pit	Ticket No.	N/A	
Date Sampled	29/01/2002	Time Sampled	Date Received	29/01/2003
Sampled By	BEL Staff		Date Tested - From	12/02/2003
Sample Type	Bulk		Date Tested - To	14/02/2003

TEST RESULT

Sieve	Passing %	Specification
90mm	100	-
63mm	100	-
37.5mm	97	-
28mm	94	-
20mm	94	-
14mm	91	-
10mm	89	-
6.3mm	86	-
5mm	84	-
3.35mm	81	-
2mm	78	-
1.18mm	74	-
600µm	70	-
425µm	66	-
300µm	63	-
212µm	58	-
150µm	55	-
63µm	45	-

Test	Result	Specification
Moisture Content(%)		
Uniformity Coefficient	>4	.



Soil Description: Light brown slightly sandy slightly gravelly SILT. Gravel fine to coarse and subangular to rounded.

Opinions and interpretations expressed herein are outside the scope of UKAS accreditation.

Remarks:

Result for information . . .

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
Preparation Method BS 1377 : Part 1 : 1990
Test Method BS 1377 : Part 2 : Cl. 9.2 & Cl. 3.2 : 1990. BS 6100 : Subsection 2.2.1.
Client Name C J Pearce & Co Ltd
Pearce House
Stafford Park 7
Telford
Shropshire
TF3 3BQ
John Rayner

FAO
Copies To

Signed *B. J. S.*

Authorised signatories:

C.J.Fisher (Technical Director)
W.H.Gosling (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

Dry density/moisture content relationship 2.5kg rammer method

Page 1 of 1
Date 24/02/2003

LabRef No.	03W0733	Test No:	3	Site / Client Ref.	B1
Scheme / Site Location	Waste Transfer Station. Long Lane, Craven Arms - G.I				
Material Specification	Disturbed Soil Sample Soil Tests				
Contractor	C.J.Pearce & Co. Ltd				
Source	Trial Pit	Ticket No.	N/A		
Date Sampled	29/01/2002	Time Sampled	Date Received	29/01/2003	
Sampled By	BEL Staff		Date Tested - From	14/02/2003	
Sample Type	Bulk		Date Tested - To	24/02/2003	

TEST RESULTS

Soil Description : **Light brown slightly sandy slightly gravelly SILT. Gravel fine to coarse and subangular to rounded.**

Preparation Method : **3.2.5.2**
Single/Separate : **Separate Batches**

No. of Layers : **3**

Number of blows per layer **62**

Retained Sieve: **37.5mm 3 %**

Retained Sieve: **20mm 6 %**

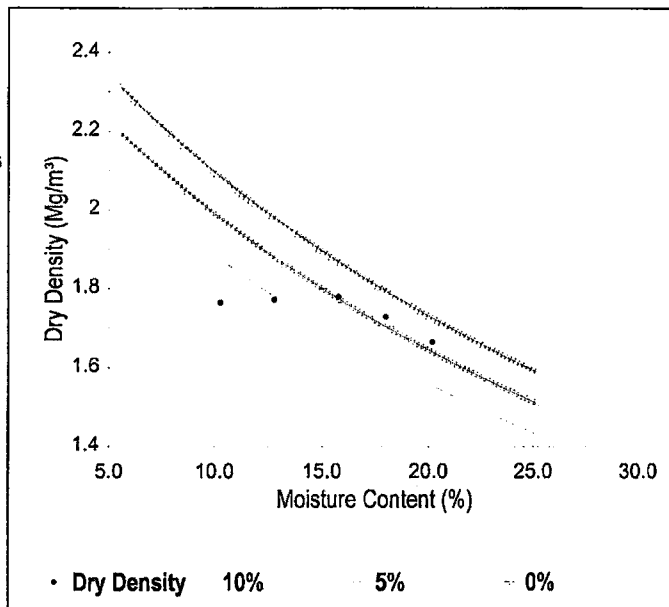
Particle Density : **2.65**

Particle Density Determined by : **Assumed**

Natural Moisture Content (%) : **20**

Maximum Dry Density (Mg/m³) : **1.78**

Optimum Moisture Content (%) : **17**



Opinions and interpretations expressed herein are outside the scope of UKAS accreditation.

Remarks:

Result for information. . . .

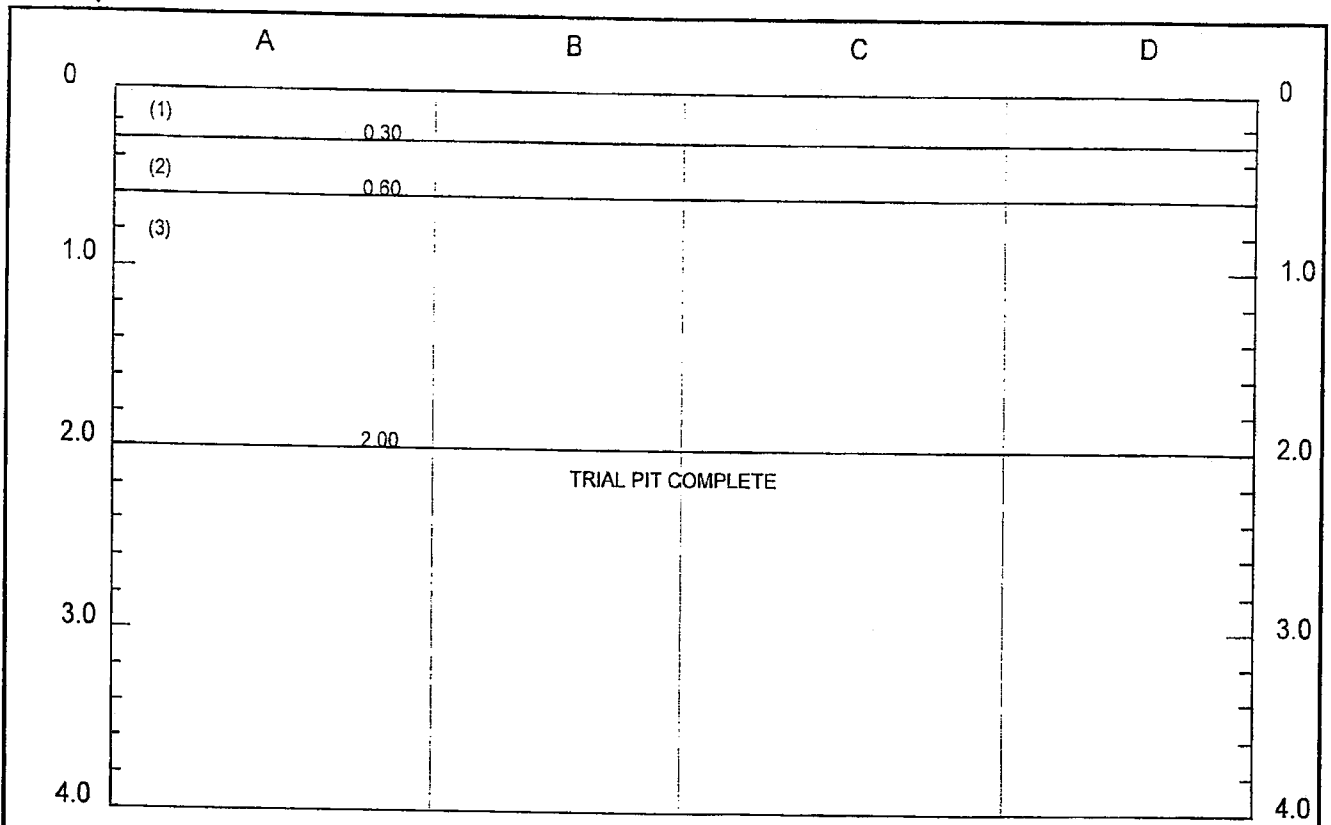
A Sampling certificate is available and is fully completed.

Sampling Method **Sampled by BEL Staff, method not defined**
 Test Method **BS 1377 : Part 4 : 1990 cl 3, BS1377:Part 2:1990 Clause 8.2 (If measured)**
 Client Name **C J Pearce & Co Ltd**
Pearce House
Stafford Park 7
Telford
Shropshire
TF3 3BQ
John Rayner

FAO
Copies To

Signed

[Handwritten signature]

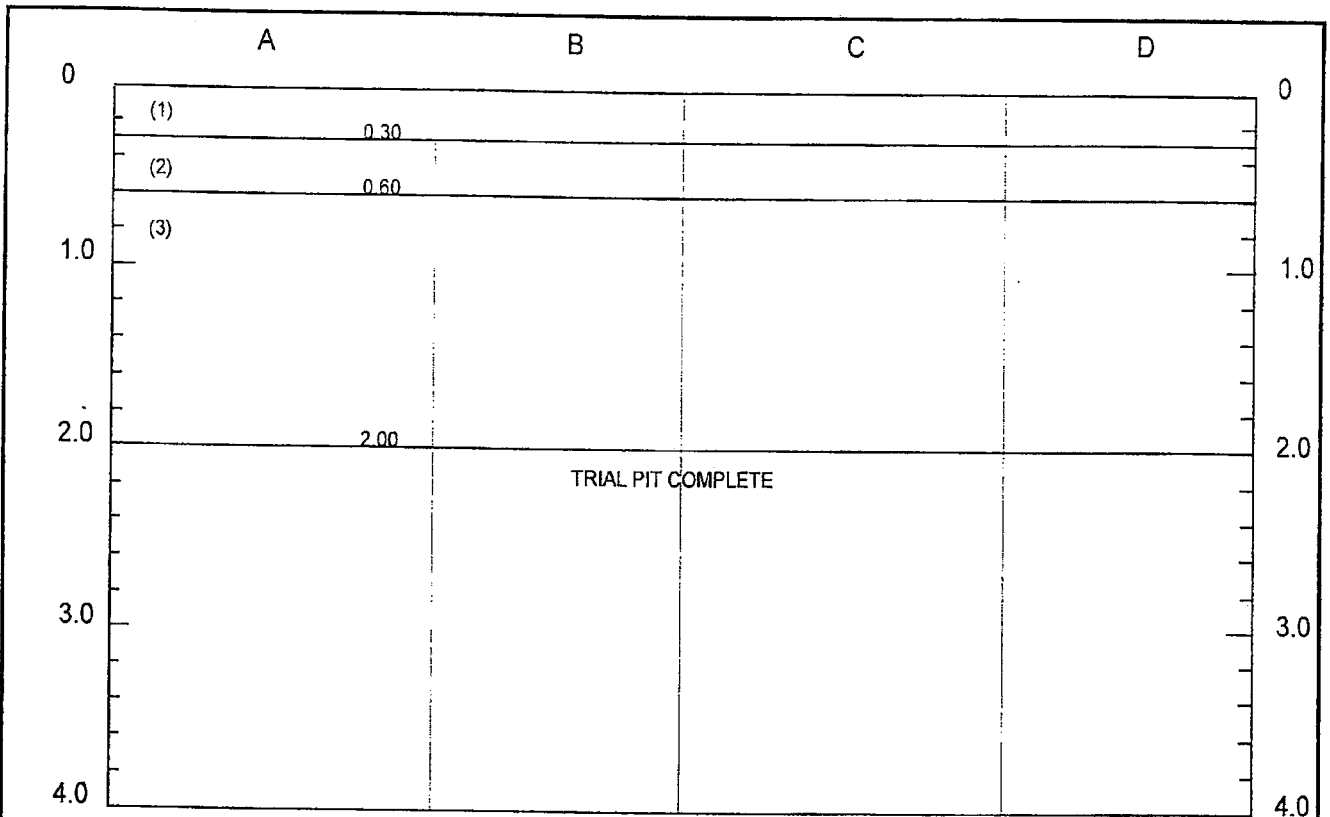


SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP1/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Soft light brown slightly sandy slightly gravelly CLAY. Gravel fine to coarse and subangular to rounded.	w, g, omc	03W0732
TP1/2	0.60-2.00	(3)	Light brown very clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Bable Engineering Laboratories, Wrexham. Ruthin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms	REF	LLCA
		Ground Investigation	Trial Pit	TP1



SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP2/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Soft light brown sandy CLAY.		
TP2/2	0.60-2.00	(3)	Brown clayey very sandy GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.	w, g	03W0735

For key to symbols see separate sheet

SCALE 1:40 Vertical

Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

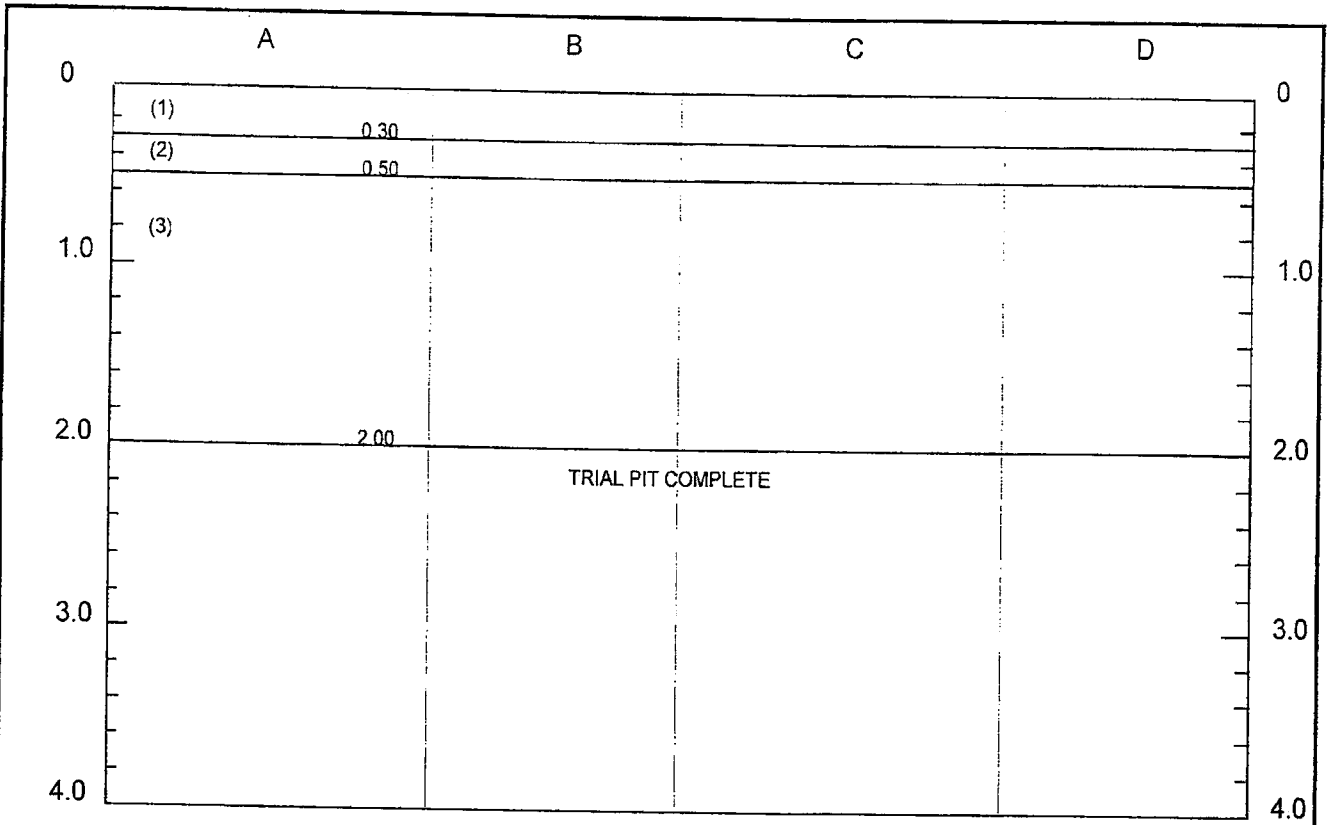
Babtie Engineering Laboratories, Wrexham
Ruthin Road,
Wrexham LL13 7TU
Tel. 01978 358895
Fax 01978 310240

Project Waste Transfer Station, Long Lane, Craven Arms
Ground Investigation

REF LLCA

TRIAL PIT LOG

Trial Pit TP2

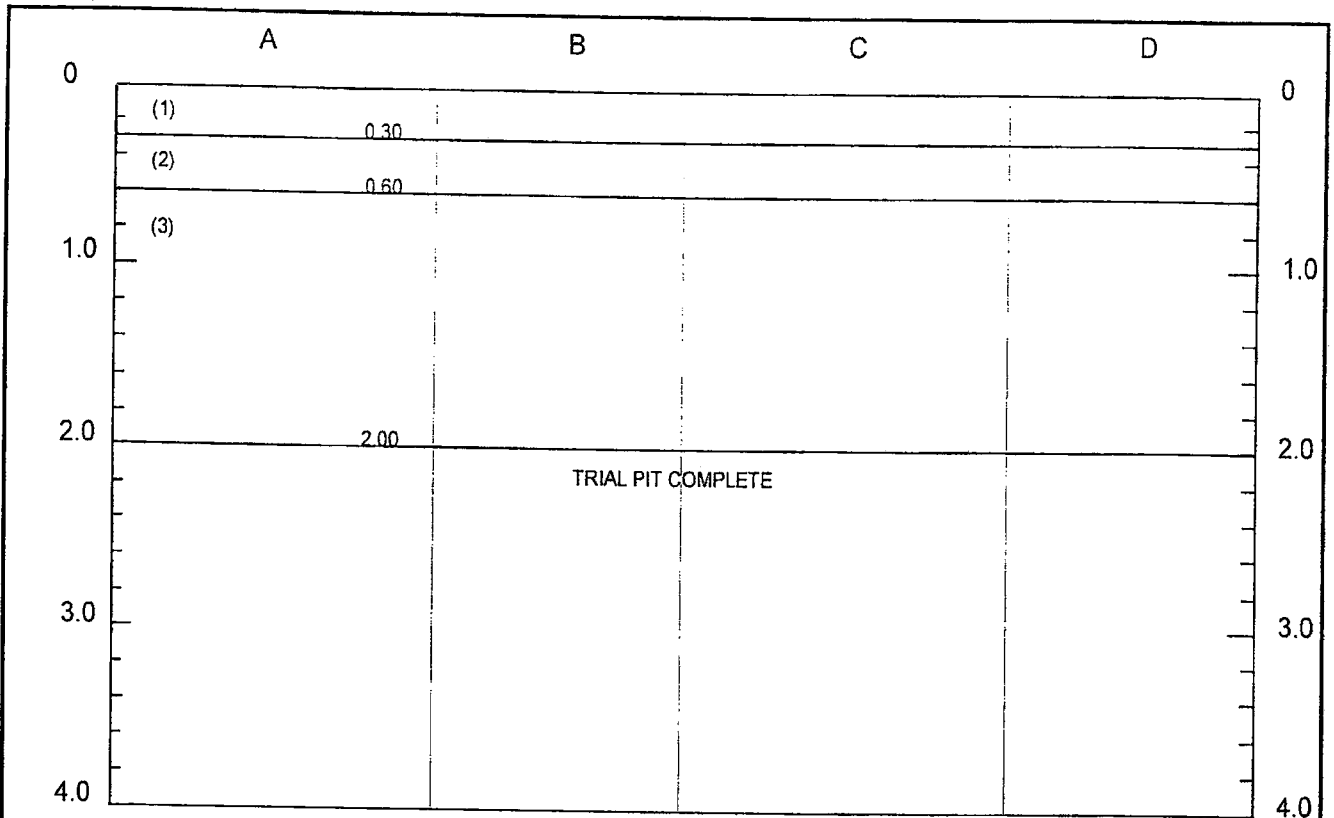


SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP3/1	0.30-0.50	(1)	TOPSOIL	w, g, omc	03W0733
		(2)	Light brown slightly sandy slightly gravelly SILT. Gravel fine to coarse and subangular to rounded.		
TP3/2	0.50-2.00	(3)	Brown slightly clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Babtie Engineering Laboratories, Wrexham. Ruthin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms Ground Investigation	REF	LLCA
		TRIAL PIT LOG	Trial Pit	TP3



SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP4/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Brown clayey SAND and GRAVEL. Gravel fine to coarse and subangular to rounded.		
TP4/2	0.60-2.00	(3)	Brown slightly clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet

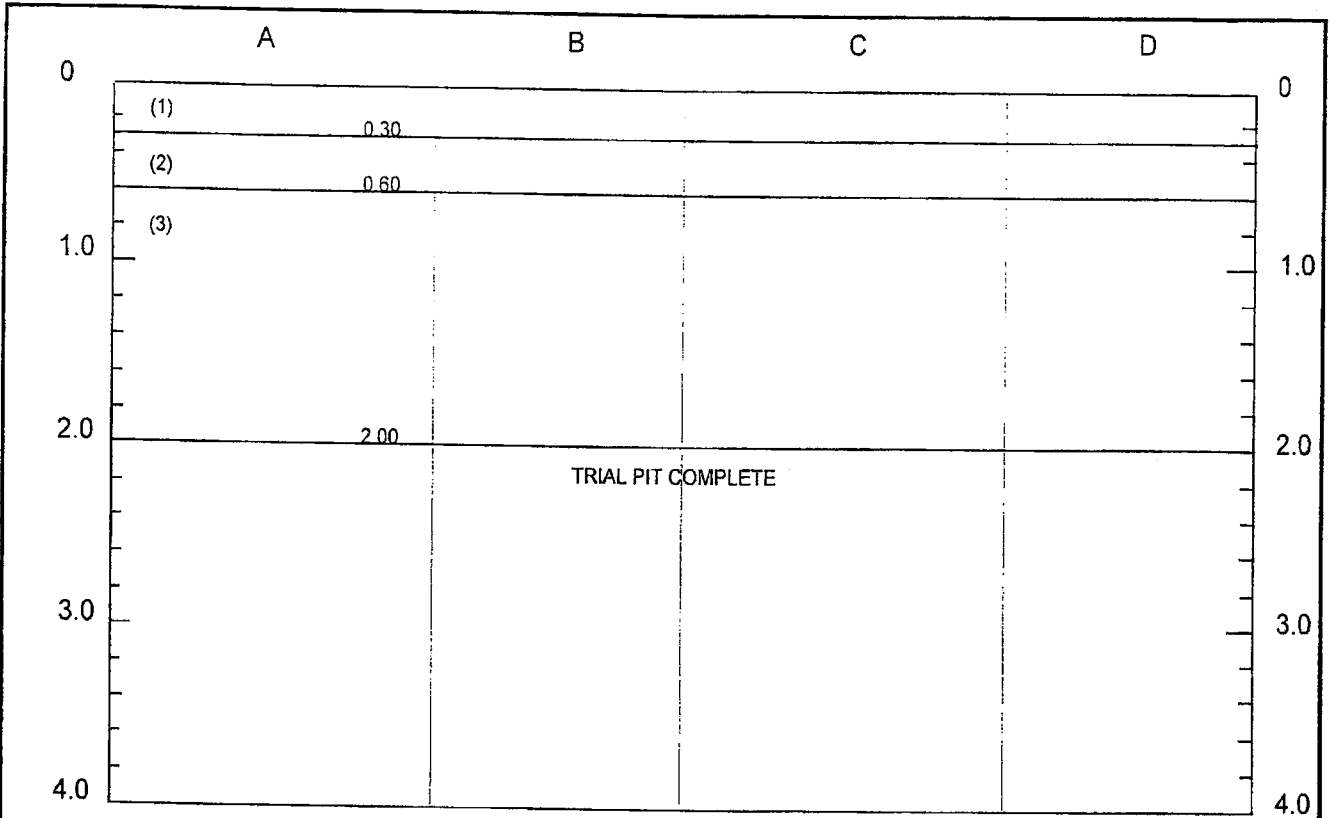
SCALE 1:40 Vertical

Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Babbie Engineering Laboratories, Wrexham. Ruthin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms	REF	LLCA
		Ground Investigation	Trial Pit	TP4

TRIAL PIT LOG



SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP5/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Light brown clayey SAND / sandy CLAY.		
TP5/2	0.60-2.00	(3)	Brown clayey very sandy GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.	w, g	03W0736

For key to symbols see separate sheet

SCALE 1:40 Vertical

Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Babtie Engineering Laboratories, Wrexham,
Ruthin Road,
Wrexham LL13 7TU
Tel. 01978 358895
Fax 01978 310240

Project Waste Transfer Station, Long Lane, Craven Arms
Ground Investigation

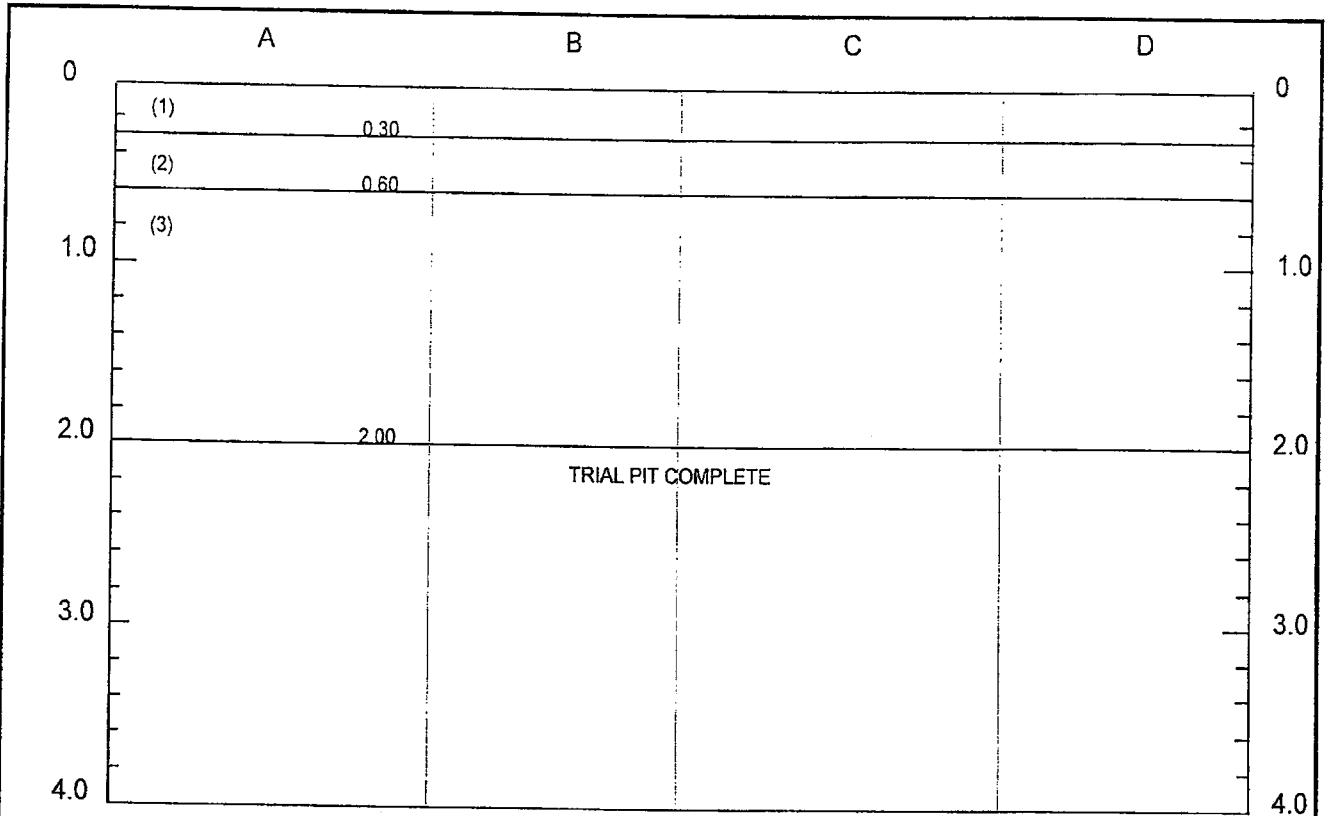
REF

LLCA

TRIAL PIT LOG

Trial Pit

TP5



SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP6/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Firm light brown slightly sandy slightly gravelly CLAY. Gravel fine to coarse and subangular to rounded.	w, g, omc	03W0734
TP6/2	0.60-2.00	(3)	Brown clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet

SCALE 1:40 Vertical

Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Baotie Engineering Laboratories, Wrexham. Ruthin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms	REF	LLCA
		Ground Investigation	Trial Pit	TP6

TRIAL PIT LOG



"John Rayner"
<johurrayner.cjpearce
@btinternet.com>

06/03/2003 12:10

To: "Saeed Ziaie" <sziaie@parkman.co.uk>, "Jake Wentworth"
<jwentworth@parkman.co.uk>
cc: "Chris Pearce" <Chris_PEARCE@sita.co.uk>, "Chris Male"
<Chris.MALE@Sita.co.uk>

Subject: Long Lane Craven Arms

Please find attached trial pit logs from GI taken on site.

John

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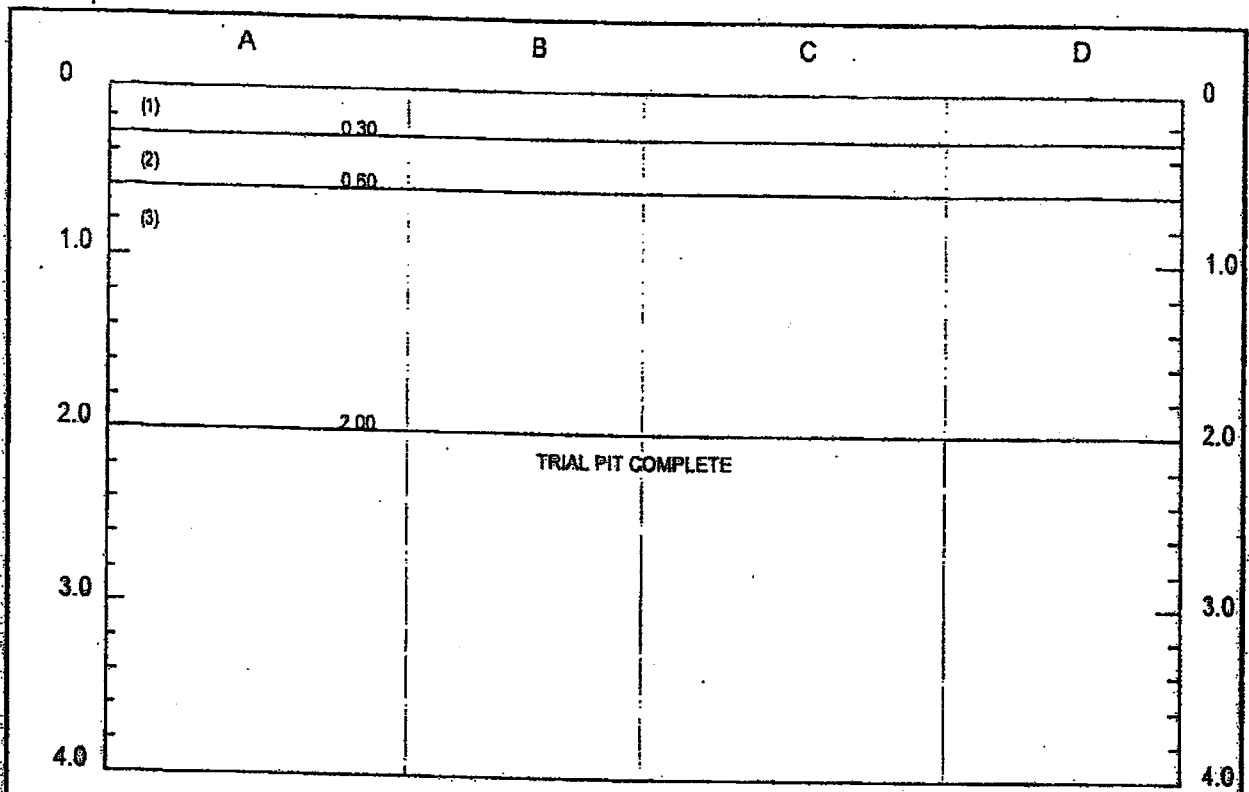
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C J Pearce & Co Ltd
Pearce House
Stafford Park 7
Telford



TF3 3BQ trial.pit.logs.long.lane.tif



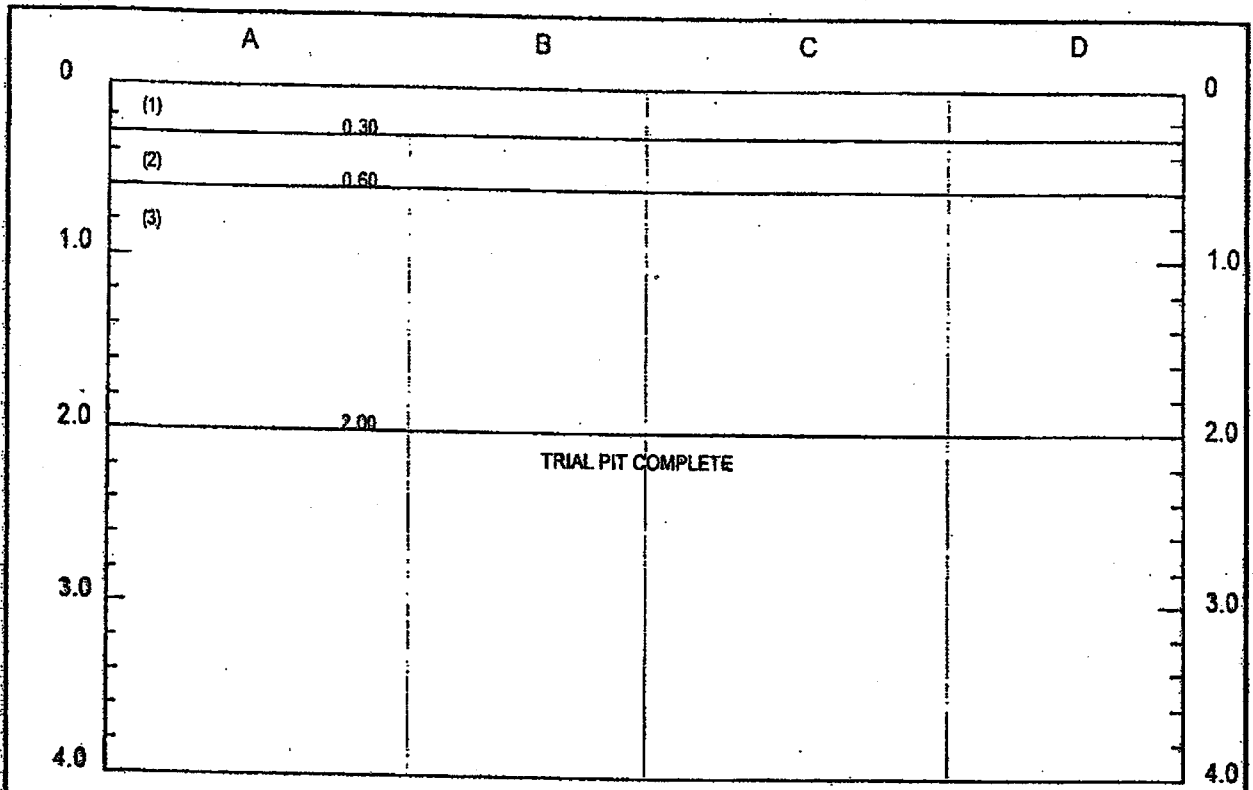
SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP1/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Soft light brown slightly sandy slightly gravelly CLAY. Gravel fine to coarse and subangular to rounded.	w, g, omc	03W0732
TP1/2	0.60-2.00	(3)	Light brown very clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Babbie Engineering Laboratories, Wrexham, Ruthin Road, Wrexham LL13 7TU Tel. 01978 358695 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms Ground Investigation	REF	LLCA
		TRIAL PIT LOG	Trial Pit	TP1

TRIAL PIT - autoattach template, 29/04/99



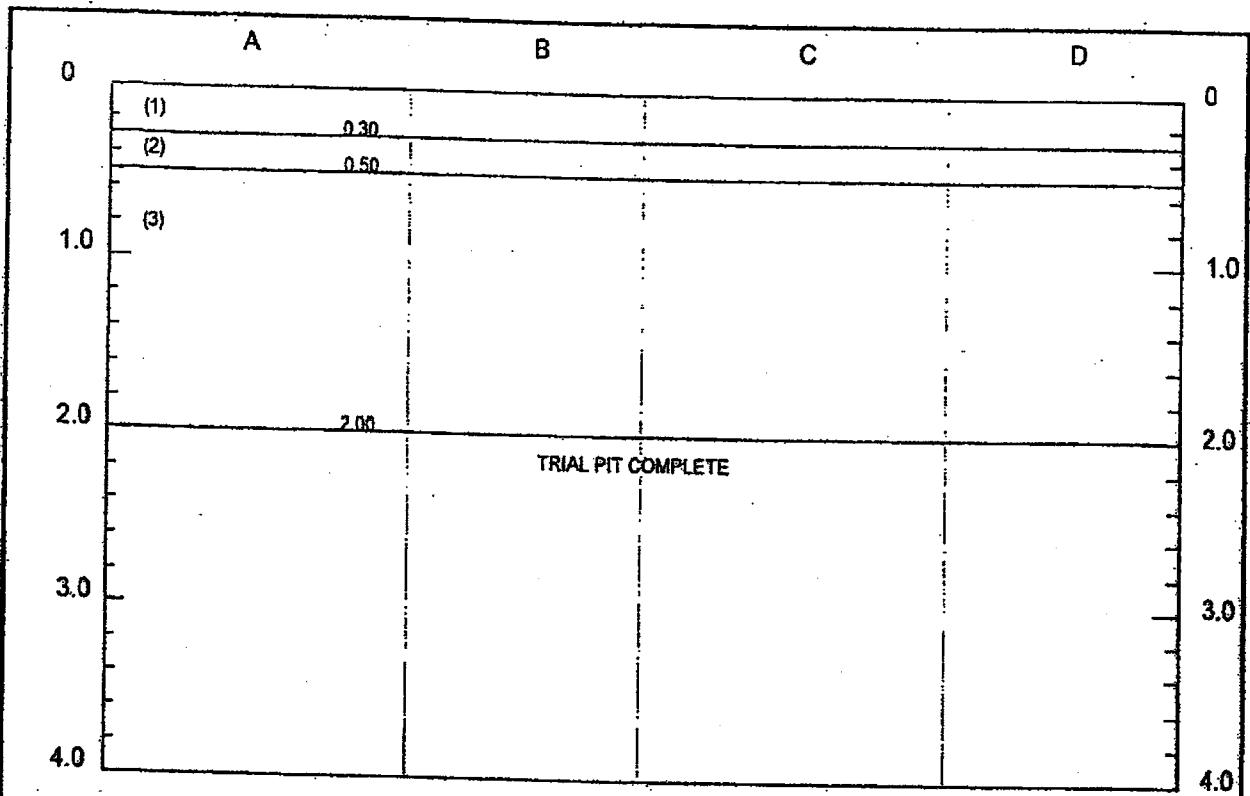
SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP2/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Soft light brown sandy CLAY.		
TP2/2	0.60-2.00	(3)	Brown clayey very sandy GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.	w, g	03W0735

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Babbie Engineering Laboratories, Wrexham Ruthin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms Ground Investigation	REF	LLCA
	TRIAL PIT LOG		Trial Pit	TP2

TRIAL PIT - auto sketch, ferruginate, 29/01/03



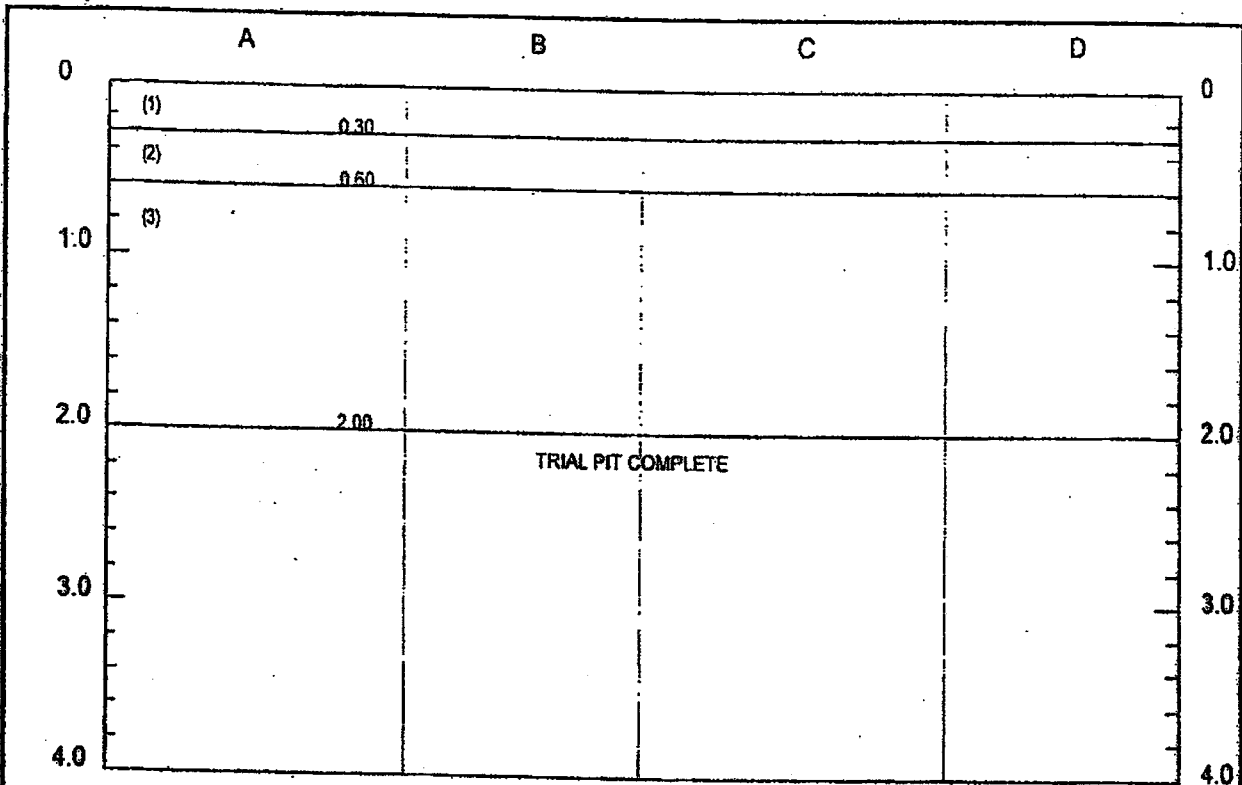
SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP3/1	0.30-0.50	(1)	TOPSOIL	w, g, omc	03W0733
		(2)	Light brown slightly sandy slightly gravelly SILT. Gravel fine to coarse and subangular to rounded.		
TP3/2	0.50-2.00	(3)	Brown slightly clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Bazlie Engineering Laboratories, Wrexham, Rughin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms Ground Investigation	REF	LLCA
		TRIAL PIT LOG	Trial Pit	TP3

TRIAL PIT - autocatch_template 29/04/99



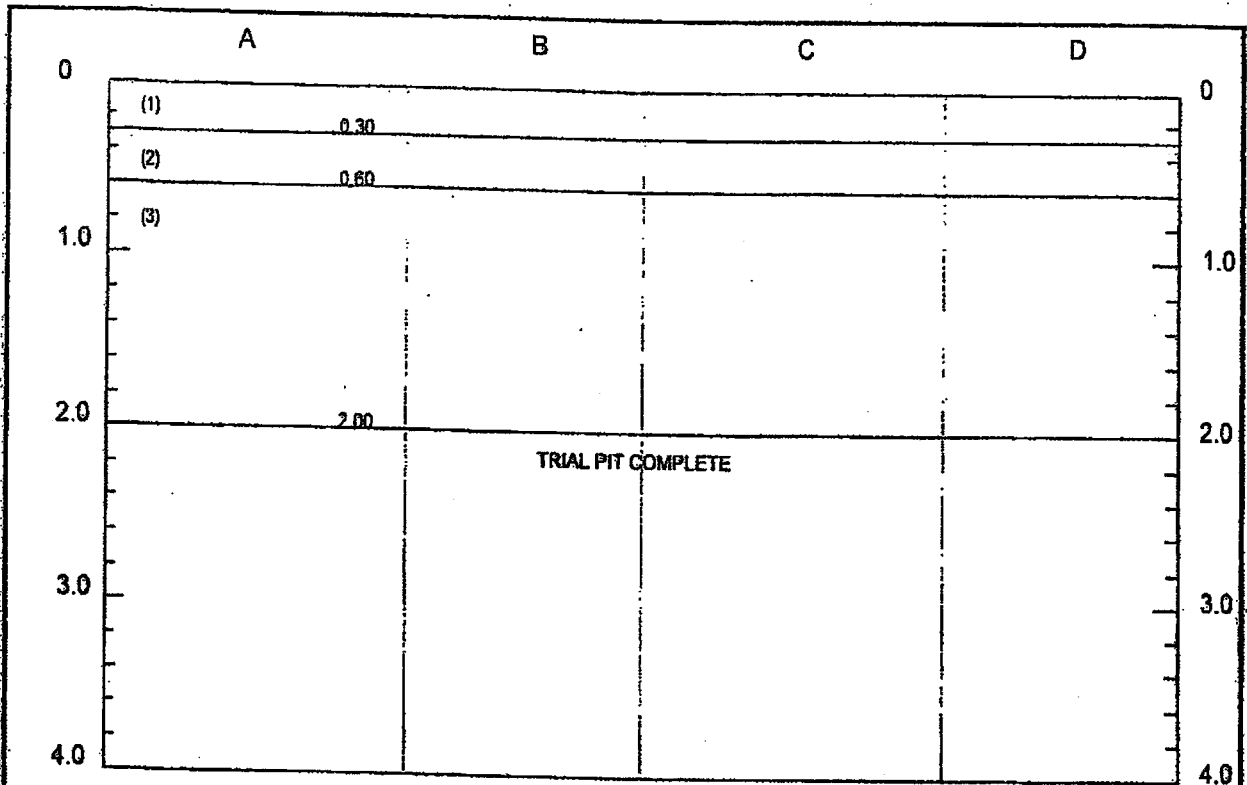
SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP4/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Brown clayey SAND and GRAVEL. Gravel fine to coarse and subangular to rounded.		
TP4/2	0.60-2.00	(3)	Brown slightly clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Babtie Engineering Laboratories, Wrexham, Rurhin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms Ground Investigation	REF	LLCA
	TRIAL PIT LOG		Trial Pit	TP4

TRIAL PIT - auto sketch template, 28/04/99



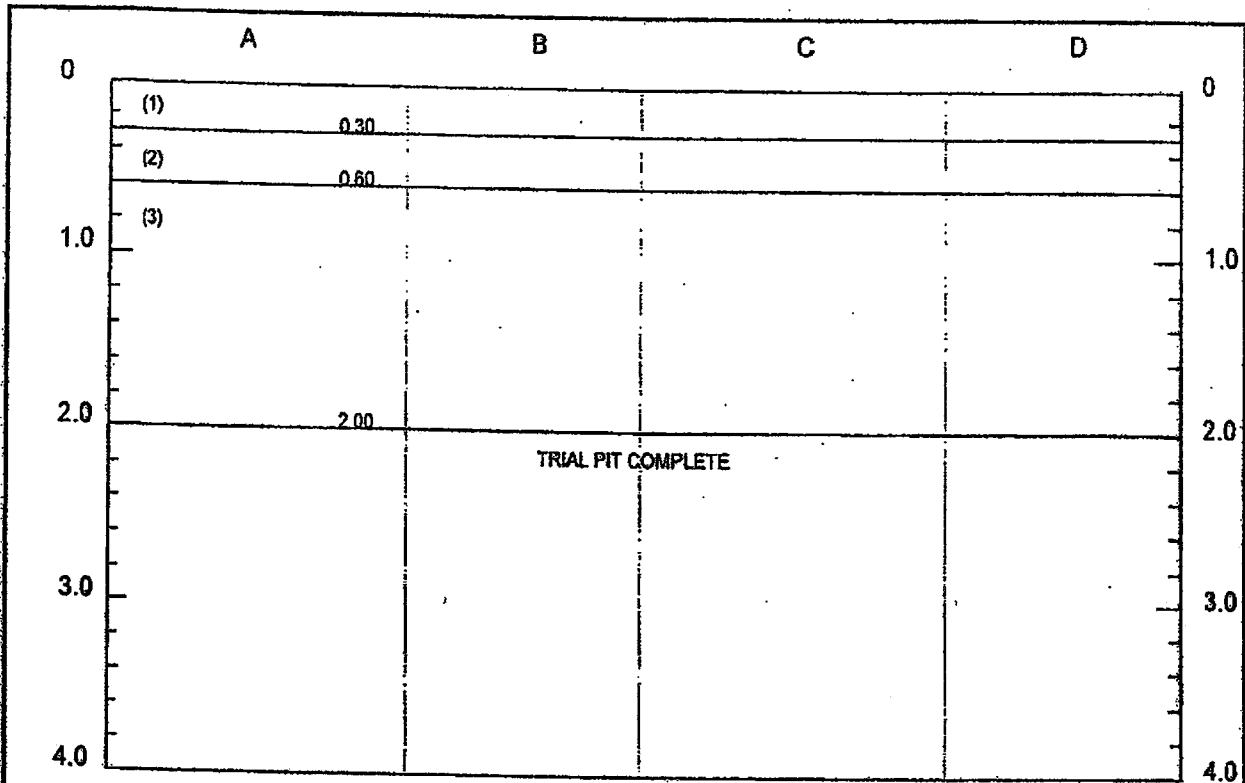
SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP5/1	0.30-0.60	(1)	TOPSOIL		
TP5/2	0.60-2.00	(2)	Light brown clayey SAND / sandy CLAY.		
		(3)	Brown clayey very sandy GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.	w. g	03W0736

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Babbie Engineering Laboratories, Wrexham, Ruthin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms Ground Investigation	REF	LLCA
	TRIAL PIT LOG		Trial Pit	TP5

TRIAL PIT - auto sketch template, 29/04/99



SAMPLE TYPE	SAMPLE DEPTH	LAYER NO	MATERIAL DESCRIPTION	TESTS	LAB REF NO
TP6/1	0.30-0.60	(1)	TOPSOIL		
		(2)	Firm light brown slightly sandy slightly gravelly CLAY. Gravel fine to coarse and subangular to rounded.	w, g, omc	03W0734
TP6/2	0.60-2.00	(3)	Brown clayey SAND and GRAVEL, with occasional cobbles. Gravel fine to coarse and subangular to rounded.		

For key to symbols see separate sheet SCALE 1:40 Vertical Page 1 of 1

Plant	Mechanical excavator	Date	29/01/2003
Groundwater	None encountered		
Remarks			

Gabbie Engineering Laboratories, Wrexham. Runtin Road, Wrexham LL13 7TU Tel. 01978 358895 Fax 01978 310240	Project	Waste Transfer Station, Long Lane, Craven Arms Ground Investigation	REF	LLCA
	TRIAL PIT LOG			Trial Pit

MURRAY RIX

CONSULTANCY, SITE INVESTIGATION
CONSTRUCTION MATERIALS TESTING



Our reference MRN 1043/awh
Your reference P50582F

Parkman Ltd
2nd Floor, Whitehall
Monkmoor Road
Shrewsbury
SY2 5DR

For the attention of K Clare.

Dear Sirs,

Long Lane Ind. Estate, Craven Arms

Please find attached the Trial Pit logs and Insitu CBR Results for the works carried out on the 26th April 2002.

Yours faithfully
For Murray Rix

A W Hutchings

PCE SHROPSHIRE
15 MAY 2002
MOS 1218

Logged by Registry Clerk	Initials AW/SJS	Date
Seen By DIV MGR	SP	WTS
Pass to	KC:KC	
Pass to		
Pass to		
Pass to		
Pass to		
Pass to		
Pass to		

50582

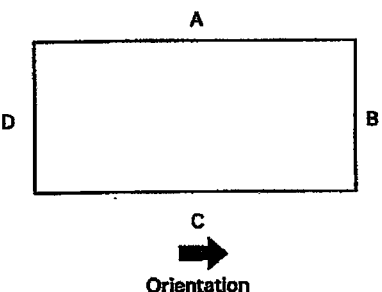


9 Alpha Court, Windmill Lane Ind. Est. Denton, Manchester M34 3RB Tel: 0161 335 0201 Fax: 0161 335 0203
Email: tony@murrayrix.co.uk Website: www.murrayrix.co.uk

Director: A.W. Hutchings MIAT Consultants: E.J. Murray BSc, PhD, CEng, FICE, CGeol, FGS, MIPs. D.W. Rix BSc, MSc, CEng, MICE

Also at: London: 020 8523 1999 Newark: 01636 611592

Murray Rix is the trading name of Murray Rix (Northern) Limited. Registered in England 2878361

TRIAL PIT LOG - MURRAY RIX GEOTECHNICAL						TRIAL PIT NO. 1 Sheet 1 of 2		
CLIENT Parkman				SITE Long Lane Industrial Estate, Craven Arms				
DATE OF FIELDWORK 26/04/02		SCALE 1:25	LEVEL/POSITION SEE SITE PLAN		LOGGED BY APB	JOB NO. MRN 1043/CA		
PIT DIMENSIONS A/C : 2.0 B/D : 1.0			DEPTH	FACE A	FACE B	FACE C	FACE D	
ORIENTATION 			0.55					
			2.25					
FACE AND POSITION LOGGED								
SAMPLE AND TEST RECORD			DEPTH	DESCRIPTION OF STRATUM (thickness)			STRATUM NO.	WATER DEPTH
DEPTH	TYPE	RESULT						
0.20 - 0.30	B		0.55	Loose to medium dense brown clayey silty (fm occasionally c) SAND with occasional fine rootlets (0.55) Loose to medium dense brown slightly silty (fmc) SAND with some to much (fm occasionally) c gravel and occasional cobbles (1.95) Below 1.4m: becoming silty				
0.60 - 0.70	B							
1.40 - 1.50	B							
GROUNDWATER INFORMATION				EXCAVATION METHOD AND REMARKS				
DEPTH STRUCK	ELAPSED TIME	WATER LEVEL	REMARKS ON GROUNDWATER	JCB 3CX Pit location CAT scanned prior to excavation, no services encountered Sides stable during excavation and after 2.5 hours Weather : Dry, Sunny, Cloudy with occasional showers				
0.			None encountered after 2.5 hours					
All dimensions are in metres unless otherwise stated								

TRIAL PIT LOG - MURRAY RIX GEOTECHNICAL					TRIAL PIT NO. 1 Sheet 2 of 2	
CLIENT Parkman			SITE Long Lane Industrial Estate, Craven Arms			
DATE OF FIELDWORK 26/04/02		SCALE 1:25	LEVEL/POSITION SEE SITE PLAN		LOGGED BY APB	JOB NO. MRN 1043/CA
PIT DIMENSIONS A/C : 2.0 B/D : 1.0		DEPTH	FACE A	FACE B	FACE C	FACE D
ORIENTATION		2.50				
<p style="text-align: center;">Orientation</p>						
FACE AND POSITION LOGGED						
SAMPLE AND TEST RECORD			DEPTH	DESCRIPTION OF STRATUM (thickness)	STRATUM NO.	WATER DEPTH
DEPTH	TYPE	RESULT				
2.40 - 2.50	B		2.50			
				Trial pit terminated at 2.5m at required depth		
GROUNDWATER INFORMATION				EXCAVATION METHOD AND REMARKS		
DEPTH STRUCK	ELAPSED TIME	WATER LEVEL	REMARKS ON GROUNDWATER	JCB 3CX Pit location CAT scanned prior to excavation, no services encountered Sides stable during excavation and after 2.5 hours Weather : Dry, Sunny, Cloudy with occasional showers		
0.			None encountered after 2.5 hours			

All dimensions are in metres unless otherwise stated

TRIAL PIT LOG - MURRAY RIX GEOTECHNICAL						TRIAL PIT NO. 2	
						Sheet 1 of 2	
CLIENT Parkman				SITE Long Lane Industrial Estate, Craven Arms			
DATE OF FIELDWORK 26/04/02		SCALE 1:25	LEVEL/POSITION See Site Plan		LOGGED BY APB	JOB NO. MRN 1043/CA	
PIT DIMENSIONS A/C : 2.0 B/D : 1.0			DEPTH	FACE A	FACE B	FACE C	FACE D
ORIENTATION							
FACE AND POSITION LOGGED							
SAMPLE AND TEST RECORD			DEPTH	DESCRIPTION OF STRATUM (thickness)	STRATUM NO.	WATER DEPTH	
DEPTH	TYPE	RESULT					
0.40 - 0.50	B		0.85	Loose to medium dense brown clayey silty (fm occasionally c) SAND with occasional fine rootlets (0.85)			
1.00 - 1.10	B			Loose to medium dense brown silty (fmc) SAND with some to much (fm occasionally c) gravel and occasional cobbles (1.65)			
1.50 - 1.60	B						
GROUNDWATER INFORMATION				EXCAVATION METHOD AND REMARKS			
DEPTH STRUCK	ELAPSED TIME	WATER LEVEL	REMARKS ON GROUNDWATER	JCB 3CX Pit location CAT scanned prior to excavation, no services encountered Sides stable during excavation and after 2.0 hours Weather : Dry, Sunny, Cloudy with occasional light showers			
0.			None encountered after 2.0 hours				

All dimensions are in metres unless otherwise stated

TRIAL PIT LOG - MURRAY RIX GEOTECHNICAL						TRIAL PIT NO. 2	
CLIENT Parkman						SITE Long Lane Industrial Estate, Craven Arms	
DATE OF FIELDWORK 26/04/02		SCALE 1:25	LEVEL/POSITION See Site Plan			LOGGED BY APB	JOB NO. MRN 1043/CA
PIT DIMENSIONS A/C : 2.0 B/D : 1.0			DEPTH	FACE A	FACE B	FACE C	FACE D
<div style="text-align: center;"> <p>A D B C Orientation</p> </div>			2.50				
			FACE AND POSITION LOGGED				
SAMPLE AND TEST RECORD			DEPTH	DESCRIPTION OF STRATUM (thickness)	STRATUM NO.	WATER DEPTH	
DEPTH	TYPE	RESULT					
2.40 - 2.50	B		2.50	Trial pit terminated at 2.5m at required depth			
GROUNDWATER INFORMATION				EXCAVATION METHOD AND REMARKS			
DEPTH STRUCK	ELAPSED TIME	WATER LEVEL	REMARKS ON GROUNDWATER	JCB 3CX Pit location CAT scanned prior to excavation, no services encountered Sides stable during excavation and after 2.0 hours Weather : Dry, Sunny, Cloudy with occasional light showers			
0.			None encountered after 2.0 hours				

All dimensions are in metres unless otherwise stated

MURRAY RIX (Northern) LTD - Tel 0161 335 0201
 INSITU CALIFORNIA BEARING RATIO TEST
 BS 1377:PT 9 :1990 CI 4.3

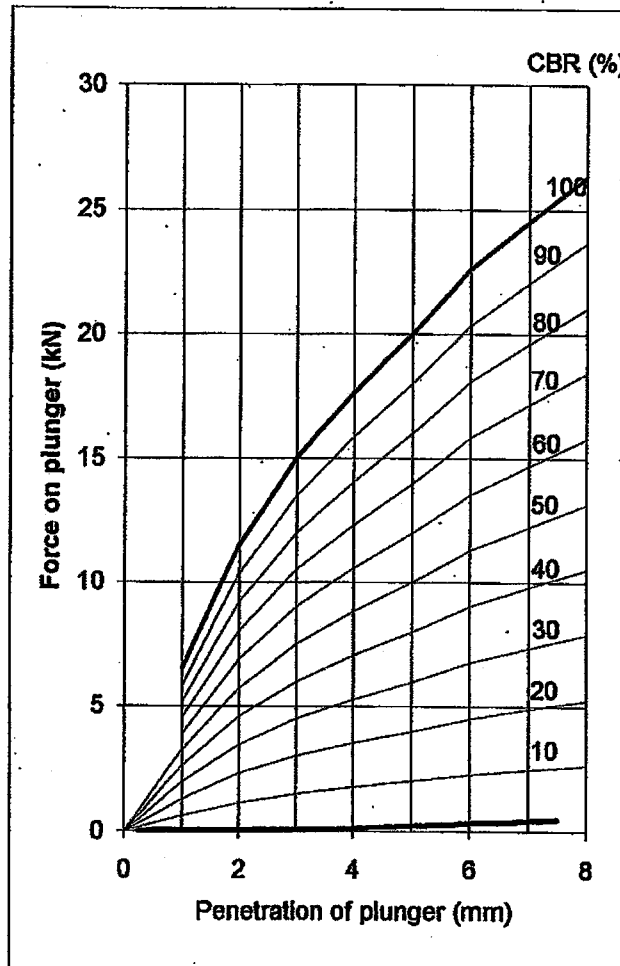
Job No.	MRN 1043	Ref. No.	26997
Date of Test	26-Apr-02		
Site	Long Lane Ind. Est. - Craven Arms	Location	1
Material	Brown silty fine Sand		

Note: Test only applicable when maximum particle size beneath plunger does not exceed 20 mm.

Area of Annulus of disc used	300 mm ²	Jack/load ring No.	14024
Mass of surcharge	4.5 kg	Calibration ref.	0.00483 kN/div
		mc. of sample	n/a %

NOTE Penetration and force readings after seating load zeroed

Penetration of plunger mm	Force on plunger	
		kN
0.25	4	0.02
0.50	5	0.02
0.75	6	0.03
1.00	7	0.03
1.25	8	0.04
1.50	9	0.04
1.75	9	0.04
2.00	9	0.04
2.25	10	0.05
2.50	10	0.05
2.75	11	0.05
3.00	11	0.05
3.25	12	0.06
3.50	14	0.07
3.75	19	0.09
4.00	24	0.12
4.25	30	0.14
4.50	34	0.16
4.75	42	0.20
5.00	48	0.23
5.25	52	0.25
5.50	60	0.29
5.75	64	0.31
6.00	72	0.35
6.25	75	0.36
6.50	78	0.38
6.75	86	0.42
7.00	92	0.44
7.25	99	0.48
7.50	105	0.51




RESULTS

Penetration mm	Force kN	Standard force kN	CBR %
2.5	0.05	13.2	0.4
5	0.23	20	1.2

Insitu CBR value 1.2%

Abnormalities
450 bgl

Name A.W.Hutchings (Director)
 Signature 
 Date 13/05/02

MURRAY RIX (Northern) LTD - Tel 0161 335 0201
 INSITU CALIFORNIA BEARING RATIO TEST
 BS 1377:PT 9:1990 CI 4.3

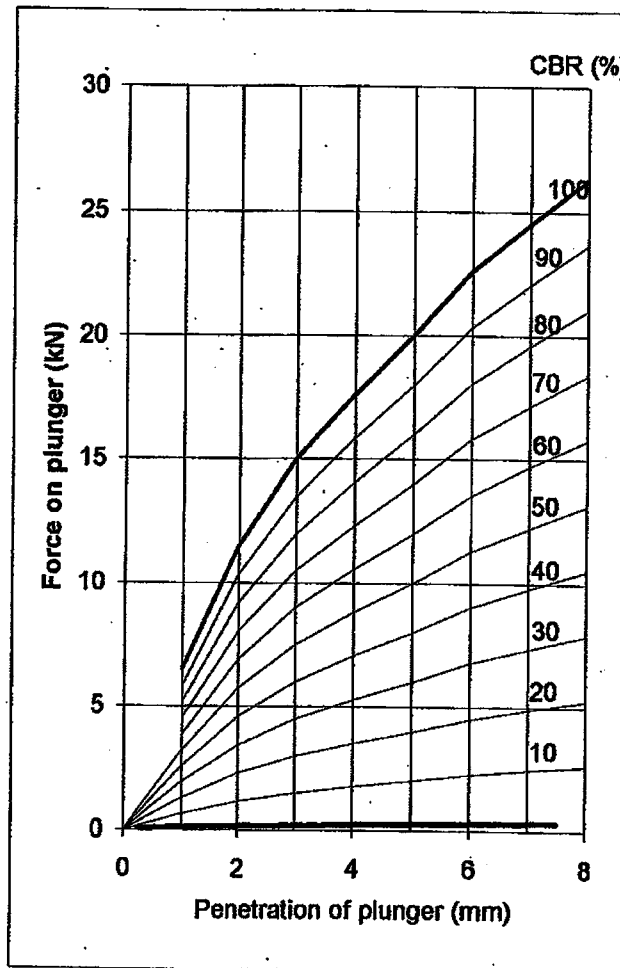
Job No.	MRN 1043	Ref. No.	26998
Date of Test	26-Apr-02		
Site	Long Lane Ind. Est. - Craven Arms	Location	2
Material	Brown silty fine Sand		

Note: Test only applicable when maximum particle size beneath plunger does not exceed 20 mm.

Area of Annulus of disc used	300 mm ²	Jack/load ring No.	14024
Mass of surcharge	4.5 kg	Calibration ref.	0.00483 kN/div
		mc. of sample	n/a %

NOTE Penetration and force readings after seating load zeroed

Penetration of plunger mm	Force on plunger	
		kN
0.25	12	0.08
0.50	19	0.09
0.75	21	0.10
1.00	23	0.11
1.25	25	0.12
1.50	27	0.13
1.75	28	0.14
2.00	31	0.15
2.25	32	0.15
2.50	34	0.16
2.75	36	0.17
3.00	38	0.18
3.25	39	0.19
3.50	42	0.20
3.75	44	0.21
4.00	45	0.22
4.25	46	0.22
4.50	48	0.23
4.75	50	0.24
5.00	51	0.25
5.25	52	0.25
5.50	53	0.26
5.75	55	0.27
6.00	56	0.27
6.25	57	0.28
6.50	58	0.28
6.75	59	0.28
7.00	61	0.29
7.25	62	0.30
7.50	64	0.31



RESULTS

Penetration mm	Force kN	Standard force kN	CBR %
2.5	0.16	13.2	1.2
5	0.25	20	1.3

Insitu CBR value 1.3 %

Abnormalities
450 bgl

Name A.W.Hutchings (Director)
 Signature
 Date 13/05/02

MURRAY RIX (Northern) LTD - Tel 0161 335 0201
 INSITU CALIFORNIA BEARING RATIO TEST
 BS 1377:PT 9 :1990 CI 4.3

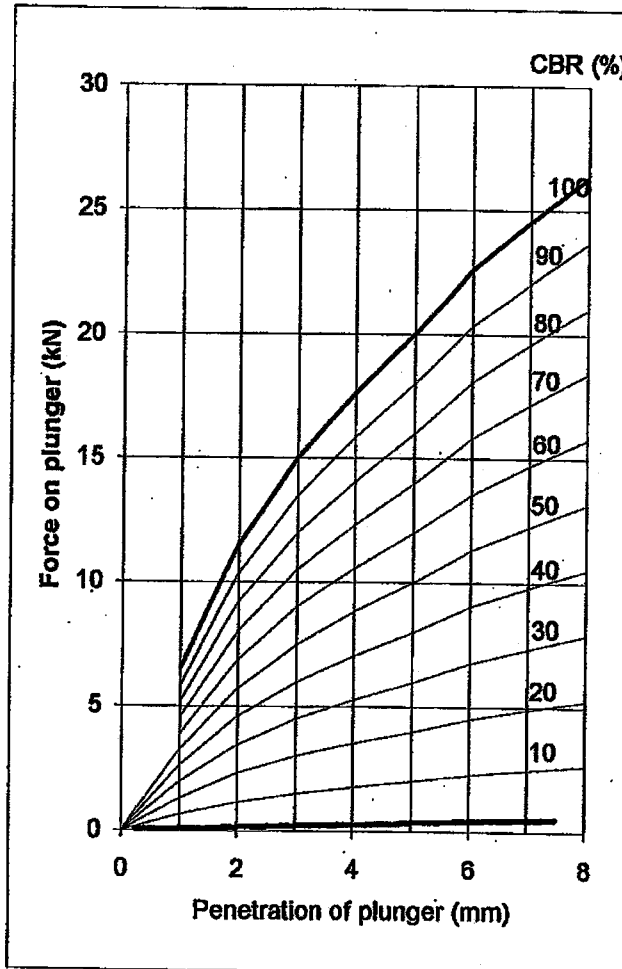
Job No.	MRN 1043	Ref. No.	26999
Date of Test	26-Apr-02		
Site	Long Lane Ind. Est. - Craven Arms	Location	3
Material	Brown silty fine Sand		

Note: Test only applicable when maximum particle size beneath plunger does not exceed 20 mm.

Area of Annulus of disc used	300 mm ²	Jack/load ring No.	14024
Mass of surcharge	4.5 kg	Calibration ref.	0.00483 kN/div
		mc. of sample	n/a %

NOTE Penetration and force readings after seating load zeroed

Penetration of plunger mm	Force on plunger	
		kN
0.25	10	0.05
0.50	12	0.06
0.75	14	0.07
1.00	15	0.07
1.25	19	0.09
1.50	24	0.12
1.75	27	0.13
2.00	31	0.15
2.25	33	0.16
2.50	37	0.18
2.75	42	0.20
3.00	45	0.22
3.25	47	0.23
3.50	49	0.24
3.75	51	0.25
4.00	53	0.26
4.25	57	0.28
4.50	59	0.28
4.75	64	0.31
5.00	73	0.35
5.25	75	0.36
5.50	79	0.38
5.75	82	0.40
6.00	84	0.41
6.25	87	0.42
6.50	90	0.43
6.75	92	0.44
7.00	95	0.46
7.25	99	0.48
7.50	104	0.50

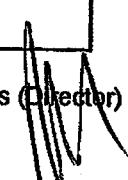


RESULTS

Penetration mm	Force kN	Standard force kN	CBR %
2.5	0.18	13.2	1.4
5	0.35	20	1.8

Insitu CBR value 1.8 %

Abnormalities
300 bgl

Name A.W.Hutchings (Director)
 Signature 
 Date 13/05/02

MURRAY RIX (Northern) LTD - Tel 0161 335 0201
 INSITU CALIFORNIA BEARING RATIO TEST
 BS 1377:PT 9 :1990 CI 4.3

Job No.	MRN 1043	Ref. No.	27000
Date of Test	26-Apr-02		
Site	Long Lane Ind. Est. - Craven Arms	Location	4
Material	Brown silty fine Sand		

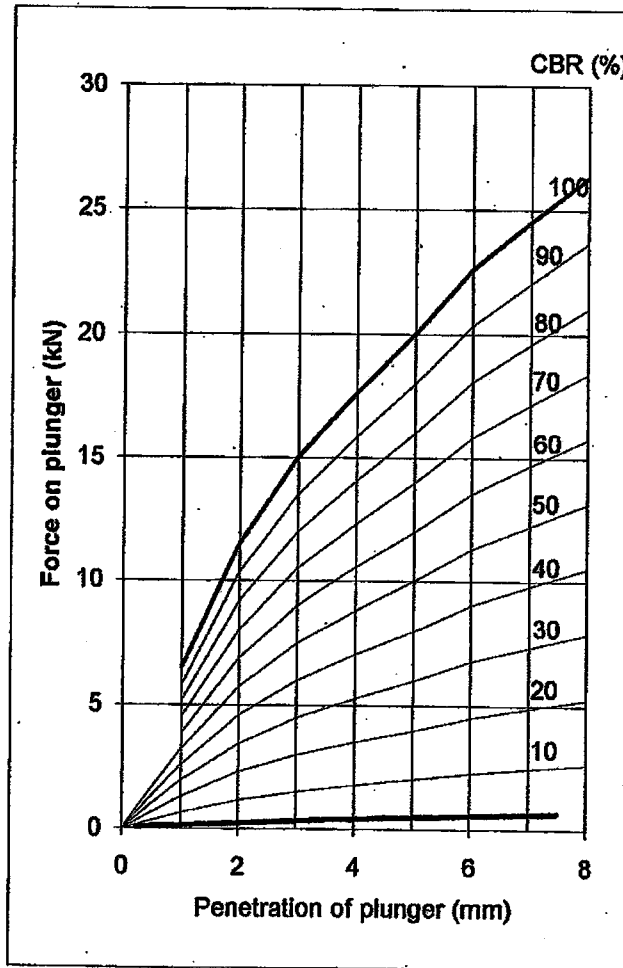
Note: Test only applicable when maximum particle size beneath plunger does not exceed 20 mm.

Area of Annulus of disc used	300 mm ²
Mass of surcharge	4.5 kg

Jack/load ring No.	14024
Calibration ref.	0.00483 kN/div
mc. of sample	n/a %

NOTE Penetration and force readings after seating load zeroed

Penetration of plunger mm	Force on plunger	
		kN
0.25	14	0.07
0.50	20	0.10
0.75	24	0.12
1.00	29	0.14
1.25	34	0.16
1.50	38	0.18
1.75	44	0.21
2.00	50	0.24
2.25	54	0.26
2.50	59	0.28
2.75	64	0.31
3.00	67	0.32
3.25	72	0.35
3.50	76	0.37
3.75	81	0.39
4.00	83	0.40
4.25	88	0.43
4.50	92	0.44
4.75	95	0.46
5.00	98	0.47
5.25	101	0.49
5.50	105	0.51
5.75	108	0.52
6.00	112	0.54
6.25	115	0.56
6.50	119	0.57
6.75	123	0.59
7.00	125	0.60
7.25	130	0.63
7.50	134	0.65

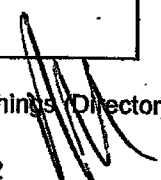


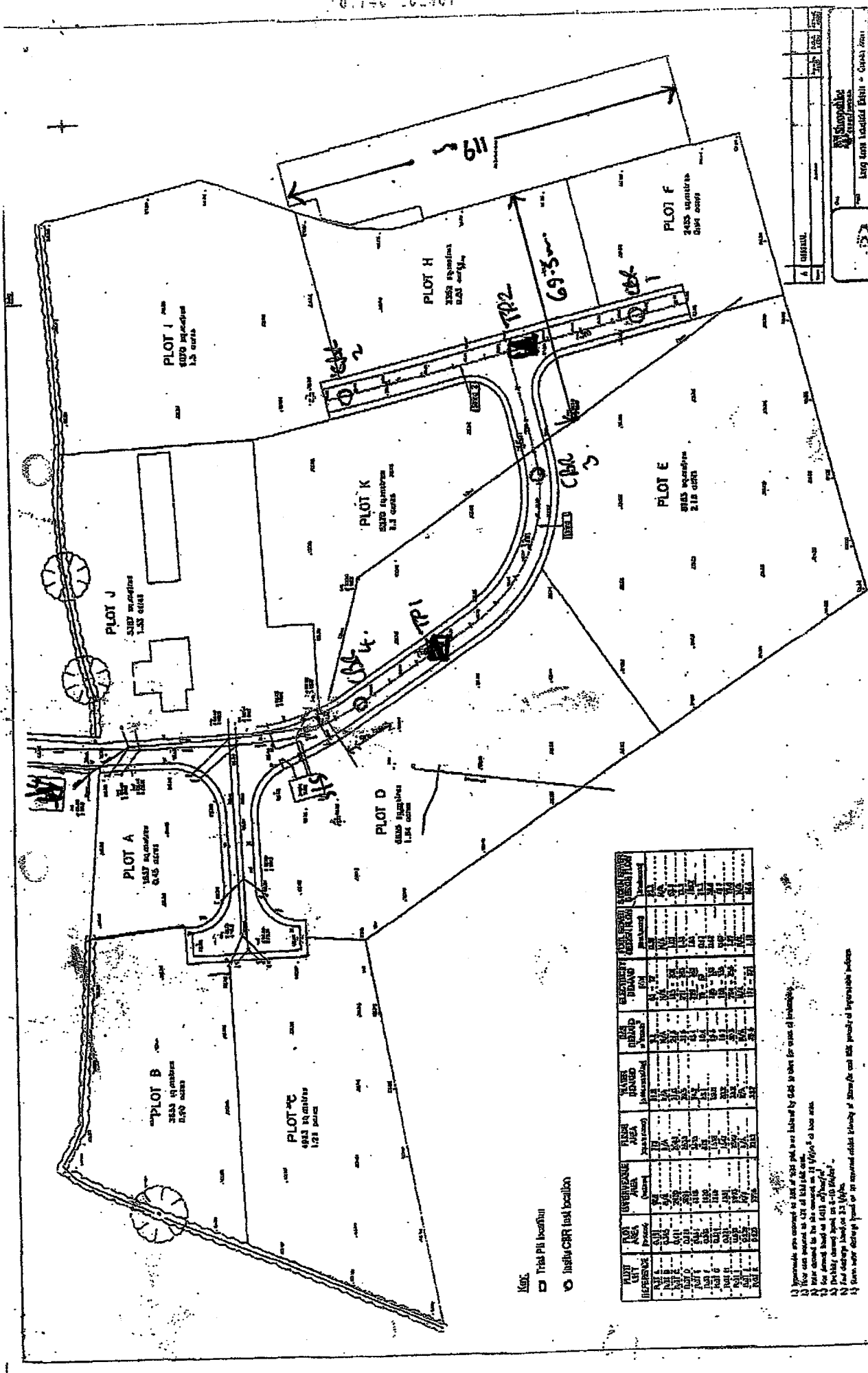
RESULTS

Penetration mm	Force kN	Standard force kN	CBR %
2.5	0.28	13.2	2.1
5	0.47	20	2.4

Insitu CBR value 2.4 %

Abnormalities
300 bgl

Name A.W.Hutchings (Director)
 Signature 
 Date 13/05/02



- Legend
- Trial Pit location
- Inside CBR test location

PLAT REFERENCE	PLAT AREA (Acres)	PERCENTAGE COVERED	PLASER AREA (Acres)	WATER HEAVED (Inches)	DESIGN DELAYED (Years)	ELONGATION (Inches)	PLAT AREA (Acres)	PERCENTAGE COVERED
PLAT A	1.53	100	1.53	1.53	1.53	1.53	1.53	100
PLAT B	2.53	100	2.53	2.53	2.53	2.53	2.53	100
PLAT C	4.83	100	4.83	4.83	4.83	4.83	4.83	100
PLAT D	4.83	100	4.83	4.83	4.83	4.83	4.83	100
PLAT E	2.18	100	2.18	2.18	2.18	2.18	2.18	100
PLAT F	2.43	100	2.43	2.43	2.43	2.43	2.43	100
PLAT G	2.43	100	2.43	2.43	2.43	2.43	2.43	100
PLAT H	2.53	100	2.53	2.53	2.53	2.53	2.53	100
PLAT I	6.00	100	6.00	6.00	6.00	6.00	6.00	100
PLAT J	2.18	100	2.18	2.18	2.18	2.18	2.18	100
PLAT K	2.53	100	2.53	2.53	2.53	2.53	2.53	100

1) Percentage area covered is 100% of total area listed by CBR in chart for areas of proximity.
 2) Trial area covered is 100% of total area listed by CBR in chart for areas of proximity.
 3) Percentage area covered is 100% of total area listed by CBR in chart for areas of proximity.
 4) Trial area covered is 100% of total area listed by CBR in chart for areas of proximity.
 5) Trial area covered is 100% of total area listed by CBR in chart for areas of proximity.
 6) Trial area covered is 100% of total area listed by CBR in chart for areas of proximity.

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 601-338-8000
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Long term landscape design - Green Zone
 Support for RI and CBR test facilities

Information
 Address
 Phone

Fax Transmission



To	C. J. Pearce		
Attention of	John Rayner		
Copies	File		
Fax no	01952 201568	From	Huw John
Your ref		Our ref	
Date	12 February 2003	Approved by	
Pages 1+	3	Despatched by	HJ

Babtie Group
technical and
management
consultants

Ruthin Road
Wrexham
LL13 7TU
Tel: 01978 358895
Fax 01978 310240

Dear John

Craven Arms Waste Transfer Station. CBR Results

Please find attached CBR results for Craven Arms as requested. Sorry for the delay. The originals are in the post tonight.

Regards

Huw

Labordai Peiriannag Babbie
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**CERTIFICATE OF TEST
TYSTYS GRIF PRAWF**

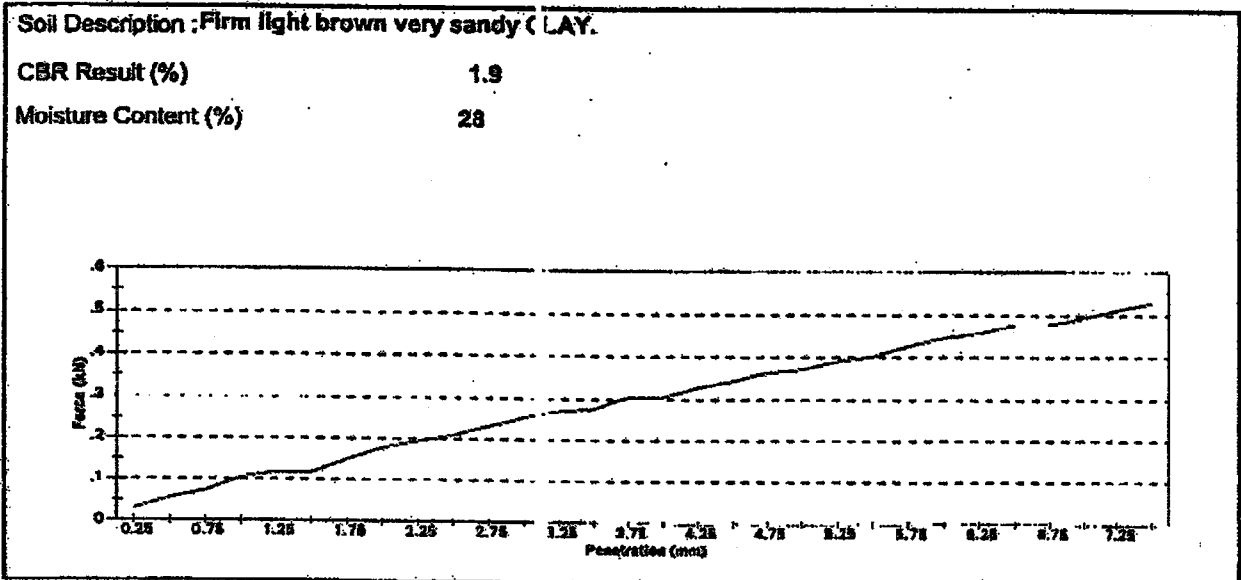
**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 31/01/2003

Authorised signatories:
C.J.Fisher (Technical Director)
W.H.Gosling (Principal Engineer)
S.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

LabRef No.	03W0466	Test Num:	1	Site / Client Ref.	2801
Scheme / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site	Ticket No.	N/A		
Date Sampled	28/01/2003	Time Sampled	10:00	Date Received	28/01/2003
Sampled By	BEL Staff	Date Tested - From	28/01/2003		
Sample Type	Insitu-Test	Date Tested - To	29/01/2003		

TEST RESULTS



Remarks

Result for information.

A Sampling certificate is available and is fully completed.
 Sampling Method Sampled by BEL Staff, method not defined
 Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
 BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
 Client Name C J Pearce & Co Ltd
 Pearce House
 Stafford Park 7
 Telford
 Shropshire
 TF3 3BQ
 John Rayner

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Authorized signatories:
C.J. Fisher (Technical Director)
W.H. Gosling (Principal Engineer)
B.J. Simpson (Materials Engineer)
H.D.M. John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
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Page 1 of 1
Date 31/01/2003

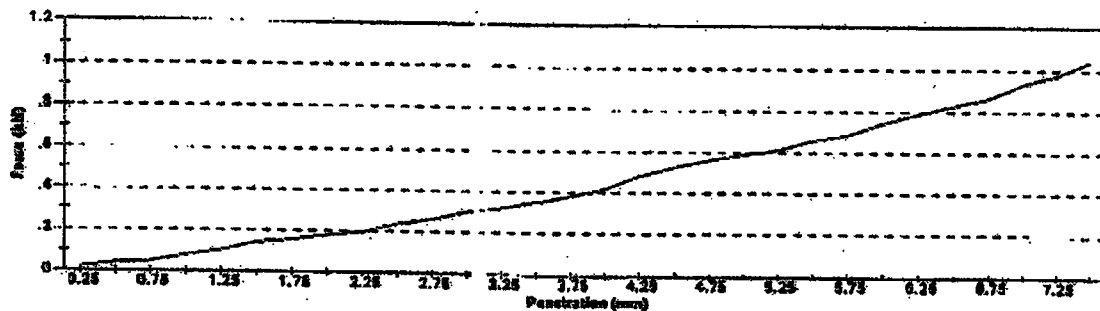
Lab Ref No.	03W0467	Test Num:	1	Site / Client Ref.	2602
Scheme / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I				
Material Specification	Soil (See below for description)				
Contractor	C.J. Pearce & Co. Ltd				
Source	On Site	Ticket No.	N/A		
Date Sampled	28/01/2003	Time Sampled	10:30	Date Received	28/01/2003
Sampled By	BEL Staff	Date Tested - From	28/01/2003		
Sample Type	Insitu-Test	Date Tested - To	29/01/2003		

TEST RESULTS

Soil Description: Firm light brown sandy CLAY with occasional gravel. Gravel fine to medium and subrounded to rounded.

CBR Result (%): 2.9

Moisture Content (%): 17



Remarks:

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method: Sampled by BEL Staff, method not defined
 Test Method: BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
 BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
 Client Name: C J Pearce & Co Ltd
 Pearce House
 Stafford Park 7
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 Shropshire
 TF3 3BQ
 John Rayner

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**CERTIFICATE OF TEST
TYSTYS BRIF PRAWF**

Authorised signatories:
C.J.Fisher (Technical Director)
W.H.Gosling (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
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Page 1 of 1
Date 31/01/2003

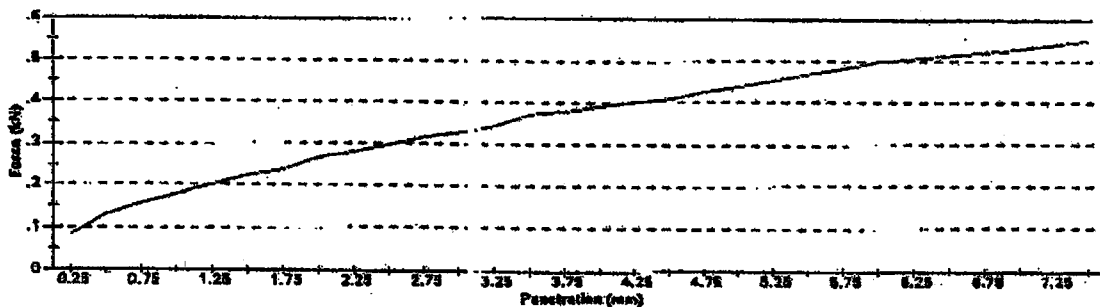
LabRef No.	03W0464	Test Num.	1	Site / Client Ref.	2603
Scheme / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site	Ticket No.	N/A		
Date Sampled	28/01/2003	Time Sampled	11:00	Date Received	28/01/2003
Sampled By	BEL Staff	Date Tested - From	28/01/2003		
Sample Type	In situ-Test	Date Tested - To	29/01/2003		

TEST RESULTS

Soil Description : Firm light brown sandy CLAY

CBR Result (%) : 2.3

Moisture Content (%) : 24



Remarks:

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
 Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
 BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
 Client Name C J Pearce & Co Ltd
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 Shropshire
 TF3 3BQ
 John Rayner

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**CERTIFICATE OF TEST
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Authorized signatories:
C.J.Pearce (Technical Director)
W.H.Goeling (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 31/01/2003

LabRef No.	03W0466	Test Num:	1	Site / Client Ref.	2604
Schema / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.F				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site	Ticket No.	N/A		
Date Sampled	28/01/2003	Time Sampled	11:30	Date Received	28/01/2003
Sampled By	BEL Staff			Date Tested - From	28/01/2003
Sample Type	Insitu-Test	Date Tested - To	29/01/2003		

TEST RESULTS

Soil Description : Firm light brown very sandy CLAY, with occasional gravel. Gravel fine to medium and angular to subangular.

CBR Result (%) 6.6

Moisture Content (%) 21

Penetration (mm)	Force (kN)
0.25	0.4
0.75	0.6
1.25	0.8
1.75	1.0
2.25	1.1
2.75	1.2
3.25	1.3
3.75	1.4
4.25	1.5
4.75	1.6
5.25	1.7
5.75	1.8
6.25	1.9
6.75	2.0
7.25	2.1
7.75	2.2
8.25	2.3
8.75	2.4
9.25	2.5
9.75	2.6
10.25	2.7
10.75	2.8
11.25	2.9
11.75	3.0
12.25	3.1
12.75	3.2
13.25	3.3
13.75	3.4
14.25	3.5
14.75	3.6
15.25	3.7
15.75	3.8
16.25	3.9
16.75	4.0
17.25	4.1
17.75	4.2
18.25	4.3
18.75	4.4
19.25	4.5
19.75	4.6
20.25	4.7
20.75	4.8
21.25	4.9
21.75	5.0
22.25	5.1
22.75	5.2
23.25	5.3
23.75	5.4
24.25	5.5
24.75	5.6
25.25	5.7
25.75	5.8
26.25	5.9
26.75	6.0
27.25	6.1
27.75	6.2
28.25	6.3
28.75	6.4
29.25	6.5
29.75	6.6
30.25	6.7
30.75	6.8
31.25	6.9
31.75	7.0

Remarks

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined

Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)

Client Name C J Pearce & Co Ltd
Pearce House
Stafford Park 7
Telford
Shropshire
TF3 3BQ
John Rayner

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**CERTIFICATE OF TEST
TYSTYS GRIF PRAWF**

Authorised signatories:
C.J.Pearce (Technical Director)
W.H.Goaling (Principal Engineer)
S.J.Simpson (Materials Engineer)
H.B.M.John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 31/01/2003

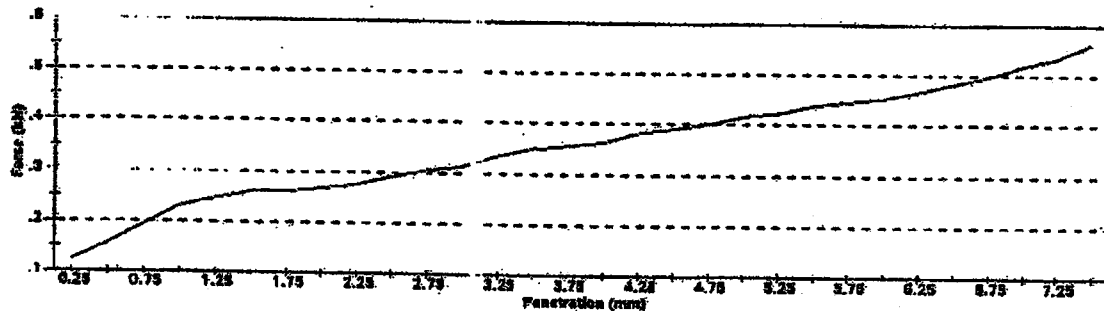
LabRef No.	03W0465	Test Num.	1	Site / Client Ref.	2605
Schema / Site Location	Waste Transfer Station, Long Lane, Craven Arms - 0.1				
Material Specification	CBR 3A, Depth 0.3m				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site		Ticket No.	N/A	
Date Sampled	28/01/2003	Time Sampled	12:00	Date Received	28/01/2003
Sampled By	BEL Staff			Date Tested - From	28/01/2003
Sample Type	Insitu-Test			Date Tested - To	29/01/2003

TEST RESULTS

Soil Description : Light brown clayey SAND, with occasional gravel. Gravel fine to medium and rounded.

CBR Result (%) 2.2

Moisture Content (%) 27



Remarks

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
Client Name C J Pearce & Co Ltd
Pearce House
Stafford Park 7
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Shropshire
TF3 3BQ
John Rayner

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**CERTIFICATE OF TEST
TYSTYS BRIF PRAWF**

Authorised signatories:
C.J. Fisher (Technical Director)
W.H. Gosling (Principal Engineer)
B.J. Simpson (Materials Engineer)
H.D.M. Jehn (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 31/01/2003

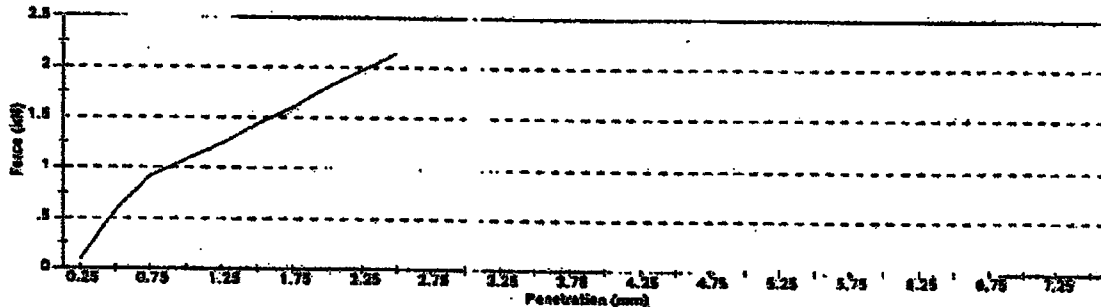
LabRef No.	03W0469	Test Num	1	Site / Client Ref.	2806
Schema / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I CBR 3b. Depth 0.6m				
Material Specification	Soil (See below for description)				
Contractor	C.J. Pearce & Co. Ltd				
Source	On Site			Ticket No.	N/A
Date Sampled	28/01/2003	Time Sampled	12:30	Date Received	28/01/2003
Sampled By	BEL Staff			Date Tested - From	28/01/2003
Sample Type	Insitu-Test			Date Tested - To	28/01/2003

TEST RESULTS

Soil Description : Light brown clayey SAND and GRAVEL. Gravel fine to coarse and subrounded to rounded.

CBR Result (%) **16**

Moisture Content (%)



Remarks

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
 Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
 BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
 Client Name C J Pearce & Co Ltd
 Pearce House
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 Telford
 Shropshire
 TF3 3BQ
 John Rayner

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**CERTIFICATE OF TEST
TYSTYSGRIF PRAWF**

Authorized signatories:
C.J.Fisher (Technical Director)
W.H.Goeling (Principal Engineer)
S.J.Simpson (Materials Engineer)
M.D.M.John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date: 31/01/2003

Lab Ref No.	03WB470	Test Num:	1	Site / Client Ref.	2607
Scheme / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I GBR 4A. Depth 0.3m				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site			Ticket No.	N/A
Date Sampled	28/01/2003	Time Sampled	13:15	Date Received	28/01/2003
Sampled By	BEL Staff			Date Tested - From	28/01/2003
Sample Type	Insitu-Test			Date Tested - To	28/01/2003

TEST RESULTS

Soil Description : Light brown clayey SAND and GRAVEL. Gravel fine to coarse and angular to rounded.

CBR Result (%) 2.4
Moisture Content (%) 16

The graph plots Force (kN) on the y-axis (0 to 7) against Penetration (mm) on the x-axis (0.25 to 7.25). A curve starts at approximately (0.25, 0.5) and rises to about (7.25, 6.5).

Remarks

Result for information.

A Sampling certificate is available and is fully completed.
Sampling Method: Sampled by BEL Staff, method not defined
Test Method: BS 1377: Part 9: 1990 Clause 4.3 - in situ CBR
 BS1377: Part 2: 1990 Clause 3.2 - Moisture Content (UKAS Accredited)
Client Name: C J Pearce & Co Ltd
 Pearce House
 Stafford Park 7
 Telford
 Shropshire
 TF3 3BQ
FAO
Copies To John Rayner

Signed

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Registered in Scotland No: 141100
Cofrestradig Yn Yr Aban No. 141100

**CERTIFICATE OF TEST
TYSTYSGRIF PRAWF**

Authorised signatories:
C.J.Fisher (Technical Director)
W.H.Gosling (Principal Engineer)
B.J.Simmon (Materials Engineer)
H.B.M.John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 31/01/2003

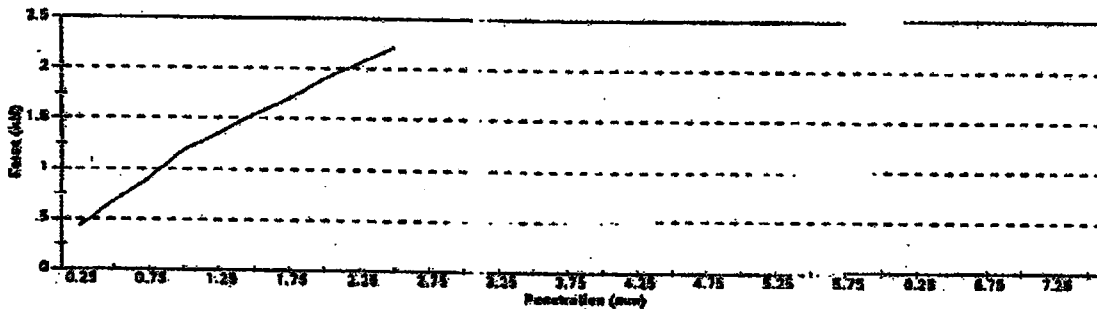
Lab Ref No.	03W0471	Test Num:	1	Site / Client Ref.	2608
Schema / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I				
Material Specification	CBR 4B, Depth 0.6m				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site			Ticket No.	N/A
Date Sampled	28/01/2003	Time Sampled	13:45	Date Received	28/01/2003
Sampled By	BEL Staff			Date Tested - From	28/01/2003
Sample Type	Insitu-Test			Date Tested - To	28/01/2003

TEST RESULTS

Soil Description : Light brown clayey SAND and GRAVEL. Gravel fine to coarse and subrounded to rounded.

CBR Result (%) 17

Moisture Content (%) 15



Remarks

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined

Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR

BS 1377: Part 2: 1990 Clause 3.2 - Moisture Content (UKAS Accredited)

Client Name C J Pearce & Co Ltd

Pearce House

Stafford Park 7

Telford

Shropshire

TF3 3BQ

John Rayner

FAO

Copies To

Signed

Note: Babbie Engineering Laboratories only accepts responsibility for the accuracy of the results contained in this report. No responsibility can be accepted for the result being representative of the material or items sampled unless confirmation has been received from Babbie Engineering Laboratories staff. This report may be reproduced either in part or in full without the written consent of Babbie Engineering Laboratories.

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Ffôn 01978 358895 Ffacs 01978 310240

Babbie Engineering Laboratories
Ruthin Road, Wrexham LL13 7TL
Tel 01978 358895 Fax 01978 310240



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**CERTIFICATE OF TEST
TYSTYSGRIF PRAWF**

Authorised signatories:
C.J.Fisher (Technical Director)
W.H.Golding (Principal Engineer)
B.J.Simpson (Materials Engineer)
H.D.M.John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 21/01/2003

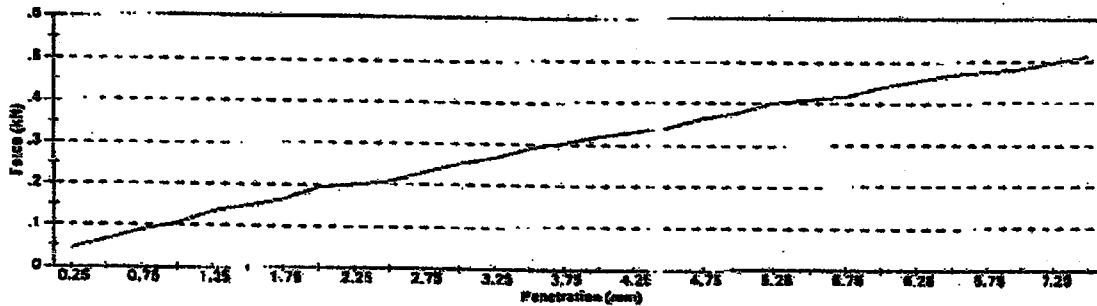
LabRef No.	03W0473	Test Num:	1	Site / Client Ref.	2609
Scheme / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site		Ticket No.	N/A	
Date Sampled	28/01/2003	Time Sampled	14:15	Date Received	28/01/2003
Sampled By	BEL Staff		Date Tested - From	28/01/2003	
Sample Type	Insitu-Test		Date Tested - To	29/01/2003	

TEST RESULT:

Soil Description : Firm light brown very sandy CLAY.

CBR Result (%) : 1.9

Moisture Content (%) : 26



Remarks:

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
 Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
 BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
 Client Name C J Pearce & Co Ltd
 Pearce House
 Stafford Park 7
 Telford
 Shropshire
 TF3 3BQ
 John Rayner

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11011

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12/02 2003 08:55 FAX 01978358895

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Cofrestrwyd Yn Yr Ailban No. 141100

**CERTIFICATE OF TEST
TYSTYSGRIF PRAWF**

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 31/01/2003

Authorised signatories:
C.J. Fisher (Technical Director)
W.H. Goding (Principal Engineer)
E.J. Simpson (Materials Engineer)
H.G.M. John (Materials Engineer)

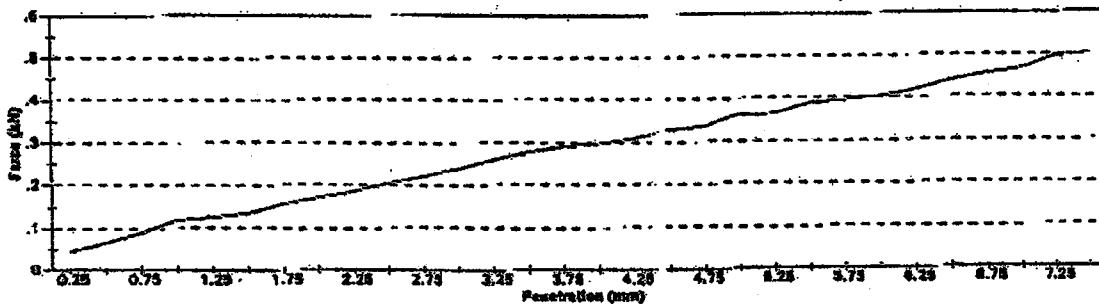
LabRef No.	03W0474	Test Num:	1	Site / Client Ref.	2810
Schema / Site	Waste Transfer Station, Long Lane, Craven Arms - G.I				
Location	CBR 5B, Depth 0.6m				
Material Specification	Soil (See below for description)				
Contractor	C.J. Pearce & Co. Ltd				
Source	On Site	Ticket No.	N/A		
Date Sampled	28/01/2003	Time Sampled	14:30	Date Received	28/01/2003
Sampled By	BEL Staff	Date Tested - From	28/01/2003		
Sample Type	Insitu-Test	Date Tested - To	29/01/2003		

TEST RESULT:

Soil Description : Firm light brown very sandy CLAY, with occasional cobbles.

CBR Result (%) : 1.8

Moisture Content (%) : 24



Remarks:

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
 Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
 BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
 Client Name C J Pearce & Co Ltd
 Pearce House
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 Telford
 Shropshire
 TF3 3BQ
 John Rayner

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Co'rostradig Yn Yr Alban No. 147 100

**CERTIFICATE OF TEST
TYSTYSGRIF PRAWF**

Authorised signatories:
C.J.Fisher (Technical Director)
W.H.Goaling (Principal Engineer)
S.J.Simpson (Materials Engineer)
H.O.M.John (Materials Engineer)

**REPORT ON INSITU CALIFORNIA
BEARING RATIO**

Page 1 of 1
Date 31/01/2003

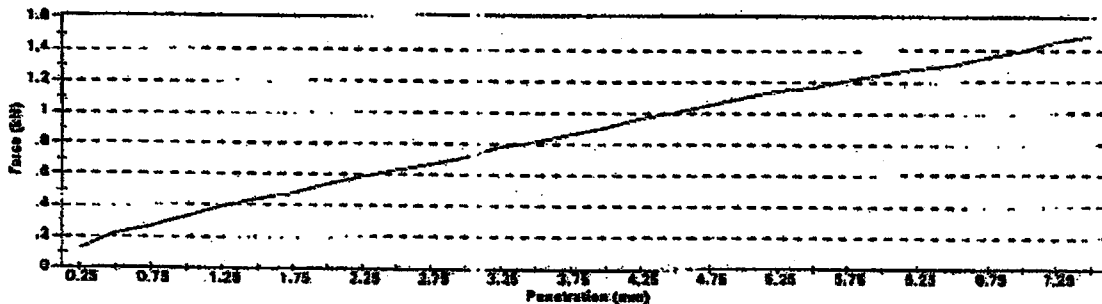
LabRef No.	03W0472	Test Num:	1	Site / Client Ref.	2611
Scheme / Site Location	Waste Transfer Station, Long Lane, Craven Arms - G.I				
Material Specification	CBR 6. Depth 0.3m				
Material Specification	Soil (See below for description)				
Contractor	C.J.Pearce & Co. Ltd				
Source	On Site	Ticket No.	N/A		
Date Sampled	28/01/2003	Time Sampled	15:00	Date Received	28/01/2003
Sampled By	BEL Staff	Date Tested - From	28/01/2003		
Sample Type	Insitu-Test	Date Tested - To	29/01/2003		

TEST RESULTS

Soil Description : Brown clayey SAND and GRAVEL. Gravel fine to medium and subrounded to rounded.

CBR Result (%) 5.4

Moisture Content (%) 16



Remarks

Result for information.

A Sampling certificate is available and is fully completed.

Sampling Method Sampled by BEL Staff, method not defined
 Test Method BS 1377 : Part 9 : 1990 Clause 4.3 - In situ CBR
 BS1377:Part 2:1990 Clause 3.2 - Moisture Content (UKAS Accredited)
 Client Name C J Pearce & Co Ltd
 Pearce House
 Stafford Park 7
 Telford
 Shropshire
 TF3 3BQ
 John Rayner

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Signed *[Signature]*

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WHITCHURCH

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Facsimile: +44 (0) 1327 300154
Email: daventry@weekslaboratories.com
Website: www.weeks.co.uk



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0199

TEST REPORT

Report No: DL20524/04/5

Date: 30.06.04

Client: Ascot Environmental

Address: Ascot House
Melton Street
Radcliffe
Manchester
M26 4BR

F.A.O: Mr. D. Harvey

02 JUL 2004

Site: Whitchurch

Test Requested: Determination of Moisture Content, Atterberg limits
and Particle Size Distribution

Test Method: BS 1377-2: 1990: Method 3.2, 4.4, 5 and 9.2

Sample Details: Material sampled by Weeks on 24.06.04
Material tested from 24.06.04 to 30.06.04

Results: See attached sheets

Signed:

For and on behalf of **WEEKS Laboratories Limited**
A Bureau Veritas Company

[] D. Berrill - Section Manager
[] D. Goddard - Laboratory Manager

Page 1 of 3

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TEST REPORT

Determination of Moisture Content and Atterberg Limits

Report No: DL20524/04/5

Laboratory Reference	Location	Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	% Retained 425µm BS Test Sieve (Estimated)
DL20524/5	Not Given	13	22	11	11	16

Comments: Sample Type Bulk
 Sample Preparation: Natural

Descriptions:

02 JUL 2004

DL 20524/5 Soft brown sandy CLAY with occasional fine gravel

Certified that the laboratory testing was carried out in accordance with BS 1377-2: 1990: Method 3.2, 4.4 and 5

Page 2 of 3
 Date Reported: 30.06.04

Signed: 
 For and on behalf of WEEKS Laboratories Limited
 A Bureau Veritas Company
 D. Berrill - Section Manager
 D. Goddard - Laboratory Manager

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TEST REPORT

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Determination of Particle Size Distribution

Client: Ascot Environmental Ltd
 Site: Whitchurch
 Location: Not Given
 Date Sampled: 23.06.04
 Sampled from: Site
 Supplier: Client
 Description: Soft brown sandy CLAY with occasional fine gravel

Report No: DL20524/04/5
 WEEKS Ref: DL20524/5
 Client Ref: Not Given
 Mass (kg): 19
 Source: Site

Material Specification: Not Required

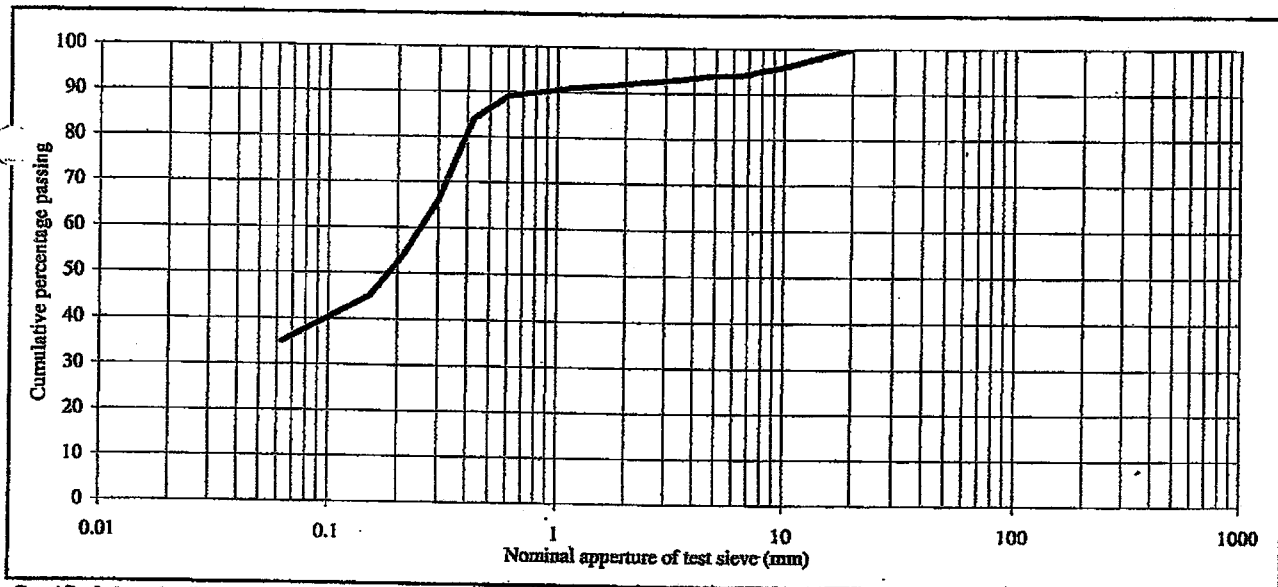
Date received: 24.06.04
 Sample type: Bulk
 Method of Preparation: BS 1377 - 1 & 2 : 1990

Sampled by: Client

Remarks:

SIEVE ANALYSIS		
BS Sieve (mm)	Passing (%)	Material Specification
150		
125		
100		
90		
75		
63		
50		
37.5		
28		
20	100	
14	98	
10	96	
6.3	94	
5.0	94	
3.35	93	
2.00	92	
1.18	91	
0.600	89	
0.425	84	
0.300	66	
0.212	54	
0.150	45	
0.063	35	

02 JUL 2004



Certified that the Particle Size Distribution was determined in accordance with BS 1377 - 2 : 1990, Method 9.2

Page 3 of 3

Date Reported: 30.06.04

Signed:  [] D. Berrill - Section Manager
 [] D. Goddard - Laboratory Manager
 For and on behalf of WEEKS Laboratories Limited
 A Bureau Veritas Company

Form S10 (Ver.4) 0597

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Email: daventry@weekslaboratories.com
Website: www.weeks.co.uk



Report No: DL20539/04/6

Date: 05.08.04

Client: Ascot Environmental Limited

Address: Welford Landfill Site
Portley Ford
Welford
Northamptonshire
NN6 6JF

F.A.O: Mr. D Harvey

Site: Whitchurch

Test Requested: Determination of California Bearing Ratio

Test Method: BS 1377-9: 1990: Method 4.3

Results: See attached sheet

Signed: 
For and on behalf of WEEKS Laboratories Limited
A Bureau Veritas Company

P. Taylor – Section Manager
 D. Goddard – Laboratory Manager

Page 1 of 10

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TEST REPORT

Determination of California Bearing Ratio

Client: Ascot Environmental Limited
 Site: Whitchurch
 Location: 1
 Depth (m): Formation Level

Report No: DL20524/04/6
 Lab Ref: DL20524/6
 Test date: 04.08.04

Sample Description: Orange brown sandy CLAY

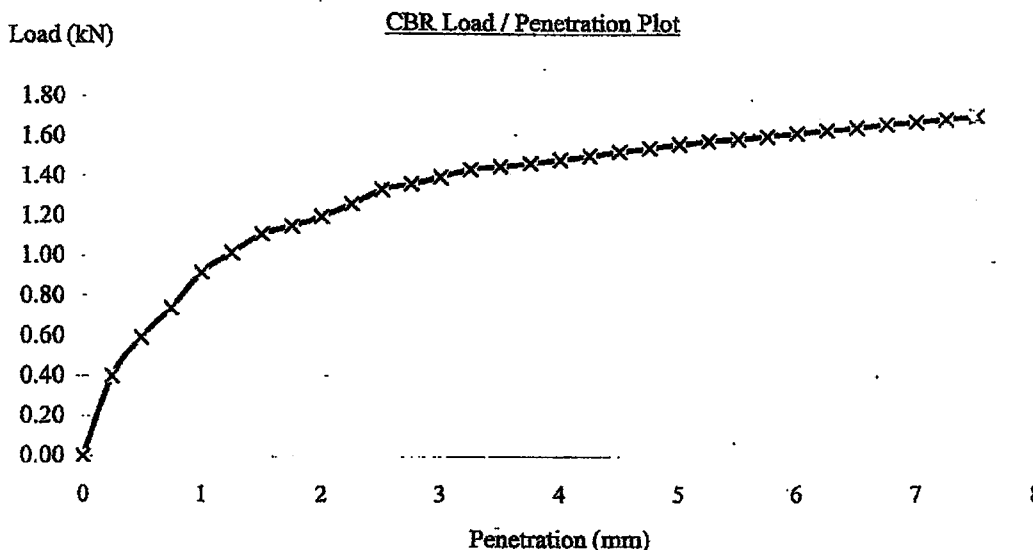
Test Data

Moisture Content: 10% Applied Seating Load: 50 N

Applied Surcharge: 9.0kg

Test Results

CBR Value: 10%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 2 of 10

Signed: _____

P. Taylor - Section Manager
 D. Goddard - Laboratory Manager

Date Reported: 05.08.04 For and on behalf of **WEEKS Laboratories Limited**
 A Bureau Veritas Company

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TEST REPORT

Determination of California Bearing Ratio

Client:	Ascot Environmental Limited	Report No:	DL20524/04/6
Site:	Whitchurch	Lab Ref:	DL20524/7
Location:	2	Test date:	04.08.04
Depth (m):	Formation Level		

Sample Description: Orange brown sandy CLAY

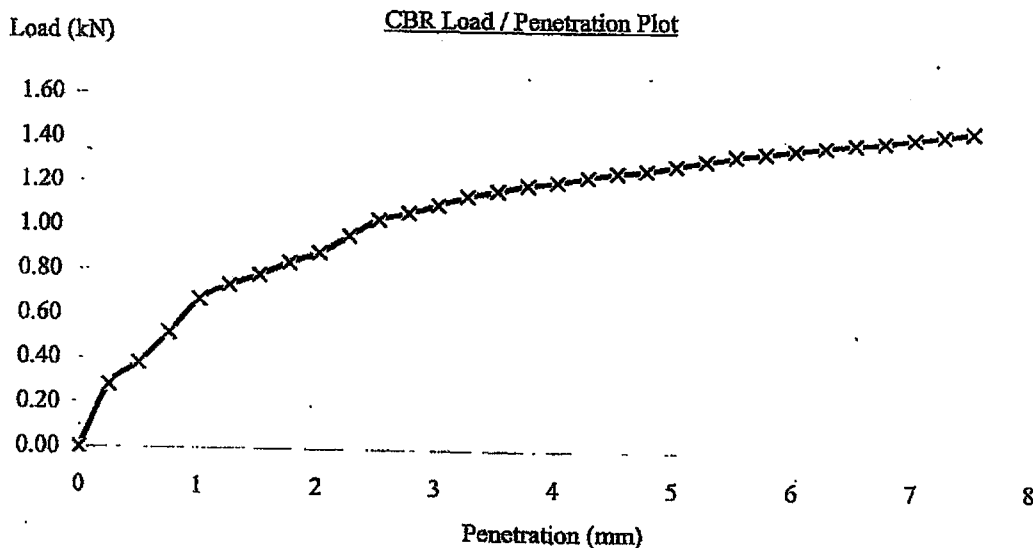
Test Data

Moisture Content: 13% Applied Seating Load: 50 N

Test Results

Applied Surcharge: 9.0kg

CBR Value: 7.8%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 3 of 10

Signed: _____
 Date Reported: 05.08.04 For and on behalf of WEEKS Laboratories Limited
 A Bureau Veritas Company

P. Taylor - Section Manager
 D. Goddard - Laboratory Manager

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TEST REPORT

Determination of California Bearing Ratio

Client: Ascot Environmental Limited
 Site: Whitchurch
 Location: 3
 Depth (m): Formation Level

Report No: DL20524/04/6
 Lab Ref: DL20524/8
 Test date: 04.08.04

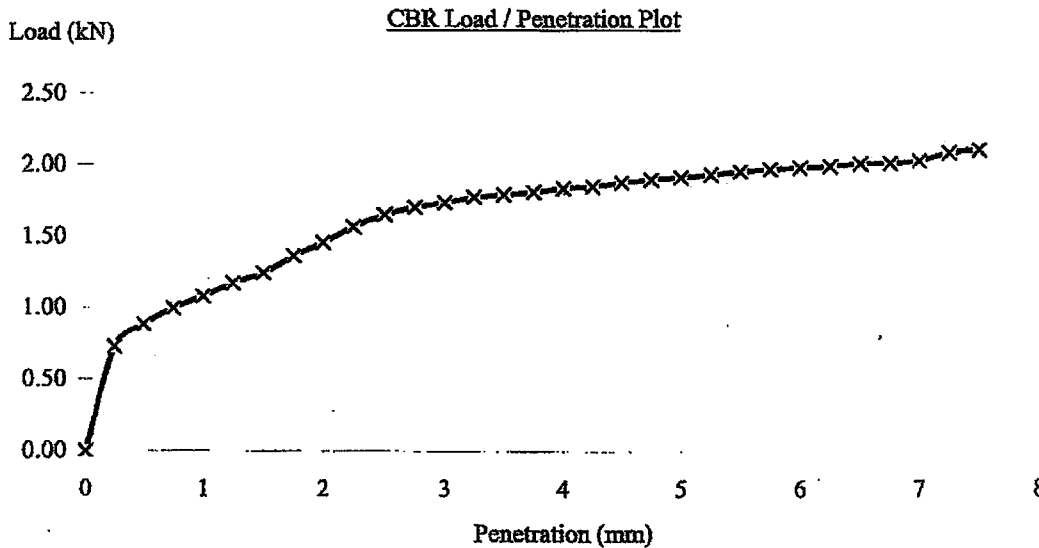
Sample Description: Orange brown sandy CLAY

Test Data

Moisture Content: 14% Applied Seating Load: 50 N
 Applied Surcharge: 9.0kg

Test Results

CBR Value: 12.5%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 4 of 10

Signed: _____
 Date Reported: 05.08.04 For and on behalf of **WEEKS Laboratories Limited**
 A Bureau Veritas Company

P. Taylor - Section Manager
 D. Goddard - Laboratory Manager

Form DR13 (ver. 1) 06/97

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WEEKS
LABORATORIES



TEST REPORT

Determination of California Bearing Ratio

Client: Ascot Environmental Limited
 Site: Whitchurch
 Location: 4
 Depth (m): Formation Level

Report No: DL20524/04/6
 Lab Ref: DL20524/9
 Test date: 04.08.04

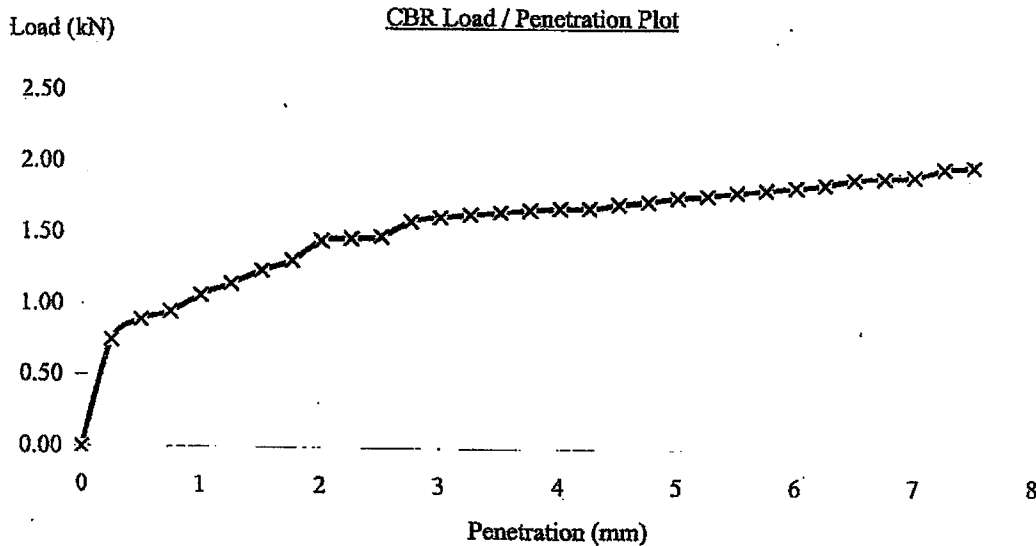
Sample Description: Orange brown sandy CLAY

Test Data

Moisture Content: 12% Applied Seating Load: 50 N
 Applied Surcharge: 9.0kg

Test Results

CBR Value: 11%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 5 of 10

Signed: _____

P. Taylor - Section Manager
 D. Goddard - Laboratory Manager

Date Reported: 05.08.04 For and on behalf of WEEKS Laboratories Limited
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Northants NN11 5RR
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Email: davenport@weekslaboratories.com
Website: www.weeks.co.uk



TEST REPORT

Determination of California Bearing Ratio

Client: Ascot Environmental Limited
Site: Whitchurch
Location: 5
Depth (m): Formation Level

Report No: DL20524/04/6
Lab Ref: DL20524/10
Test date: 04.08.04

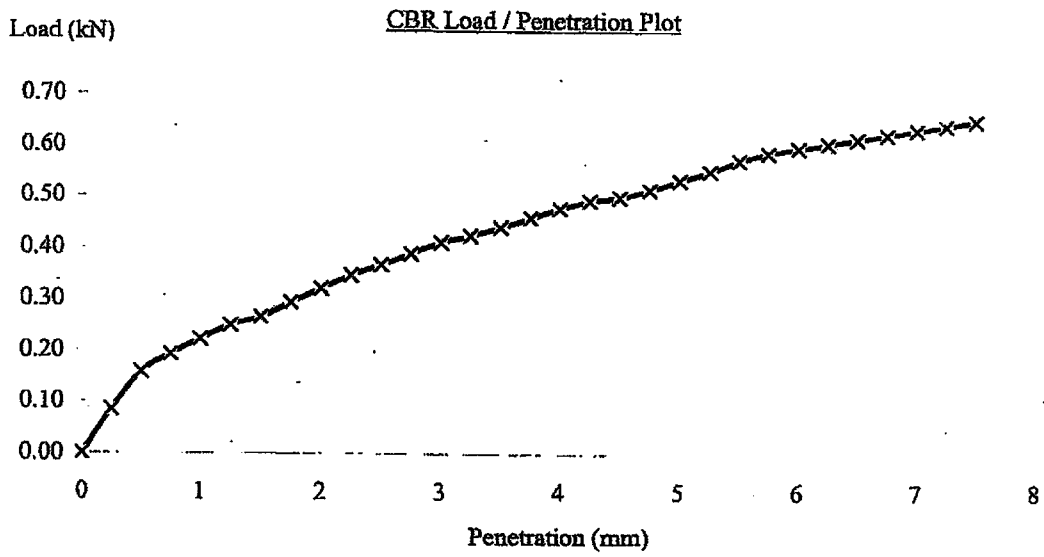
Sample Description: Orange brown sandy CLAY

Test Data

Moisture Content: 16% Applied Seating Load: 10 N
Applied Surcharge: 9.0kg

Test Results

CBR Value: 2.8%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 6 of 10

Signed: [Signature]
Date Reported: 05.08.04 For and on behalf of WEEKS Laboratories Limited
A Bureau Veritas Company

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 D. Goddard - Laboratory Manager

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TEST REPORT

Determination of California Bearing Ratio

Client: Ascot Environmental Limited
 Site: Whitchurch
 Location: 6
 Depth (m): Formation Level

Report No: DL20524/04/6
 Lab Ref: DL20524/11
 Test date: 04.08.04

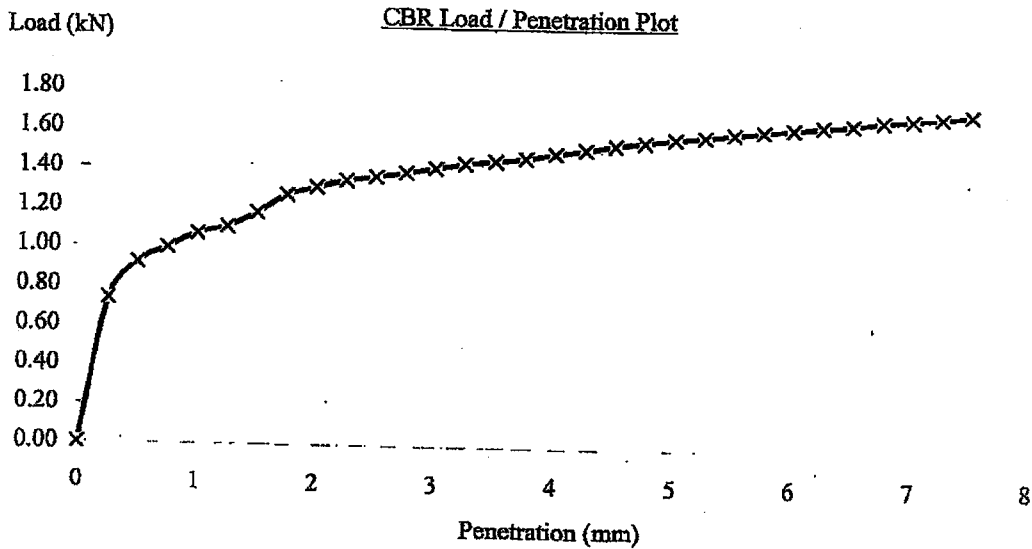
Sample Description: Orange brown sandy CLAY

Test Data

Moisture Content: 13% Applied Seating Load: 50 N

Test Results Applied Surcharge: 9.0kg

CBR Value: 10%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 7 of 10

Signed: [Signature]
 Date Reported: 05.08.04 For and on behalf of **WEEKS Laboratories Limited**
 A Bureau Veritas Company

[] P. Taylor - Section Manager
 [] D. Goddard - Laboratory Manager

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TEST REPORT

Determination of California Bearing Ratio

Client:	Ascot Environmental Limited	Report No:	DL20524/04/6
Site:	Whitchurch	Lab Ref:	DL20524/12
Location:	7	Test date:	04.08.04
Depth (m):	Formation Level		

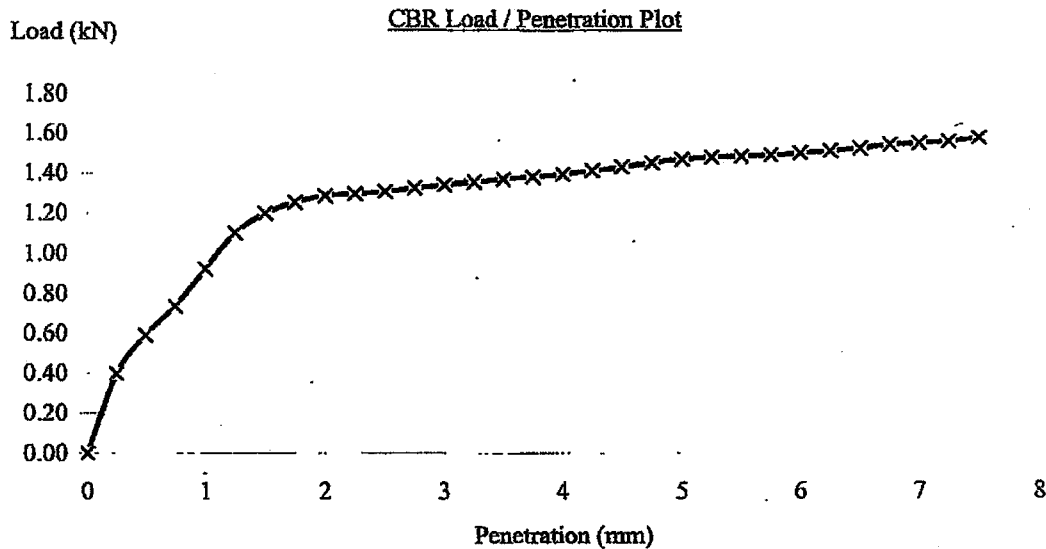
Sample Description: Orange brown sandy CLAY

Test Data

Moisture Content	16%	Applied Seating Load:	50 N
		Applied Surcharge:	9.0kg

Test Results

CBR Value 10%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 8 of 10

Signed: _____

P. Taylor - Section Manager
 D. Goddard - Laboratory Manager

Date Reported: 05.08.04 For and on behalf of WEEKS Laboratories Limited
 A Bureau Veritas Company

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TEST REPORT

Determination of California Bearing Ratio

Client: Ascot Environmental Limited
 Site: Whitchurch
 Location: 8
 Depth (m): Formation Level

Report No: DL20524/04/6
 Lab Ref: DL20524/13
 Test date: 04.08.04

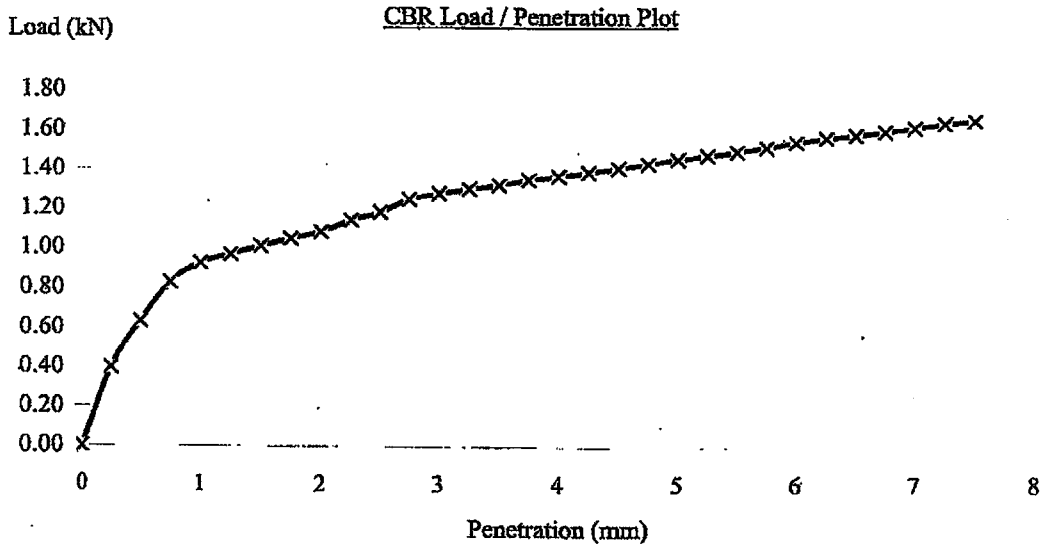
Sample Description: Orange brown sandy CLAY

Test Data

Moisture Content: 17% Applied Seating Load: 50 N
 Applied Surcharge: 9.0kg

Test Results

CBR Value: 9.0%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 9 of 10

Signed: _____

P. Taylor - Section Manager
 D. Goddard - Laboratory Manager

Date Reported: 05.08.04 For and on behalf of **WEEKS Laboratories Limited**
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TEST REPORT

Determination of California Bearing Ratio

Client: Ascot Environmental Limited
 Site: Whitchurch
 Location: 9
 Depth (m): Formation Level

Report No: DL20524/04/6
 Lab Ref: DL20524/14
 Test date: 04.08.04

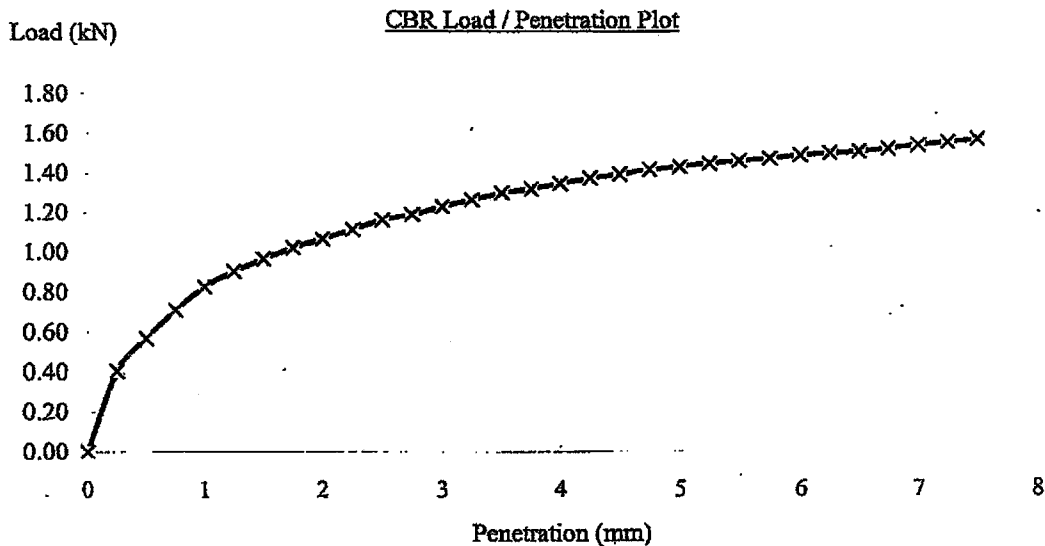
Sample Description: Orange brown sandy CLAY

Test Data

Moisture Content: 15% Applied Seating Load: 50 N
 Applied Surcharge: 9.0kg

Test Results

CBR Value: 8.9%



Comments: The CBR value for a given soil depends upon its dry density and moisture content, therefore the CBR value reported is related to the soil moisture content at time of test.

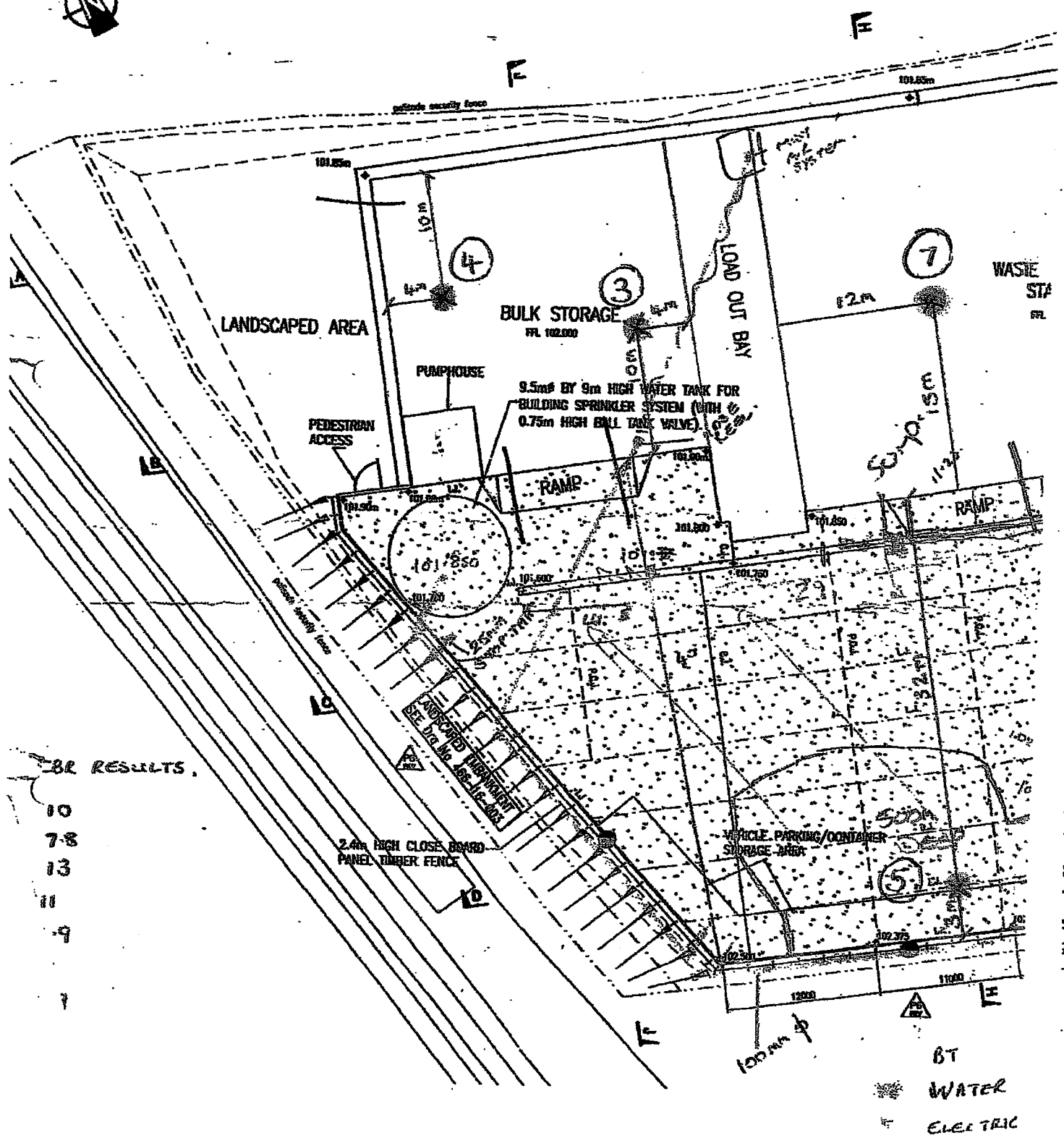
Certified that the California Bearing Ratio was determined in accordance with BS 1377-9 : 1990 : Method 4.3

Page 10 of 10

Signed: _____

[] P. Taylor - Section Manager
 [] D. Goddard - Laboratory Manager

Date Reported: 05.08.04 For and on behalf of **WEEKS Laboratories Limited**
 A Bureau Veritas Company

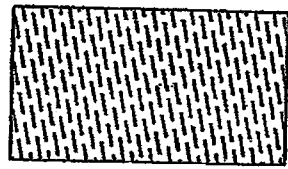


BR RESULTS

- 10
- 7-8
- 13
- 11
- 9
- 7

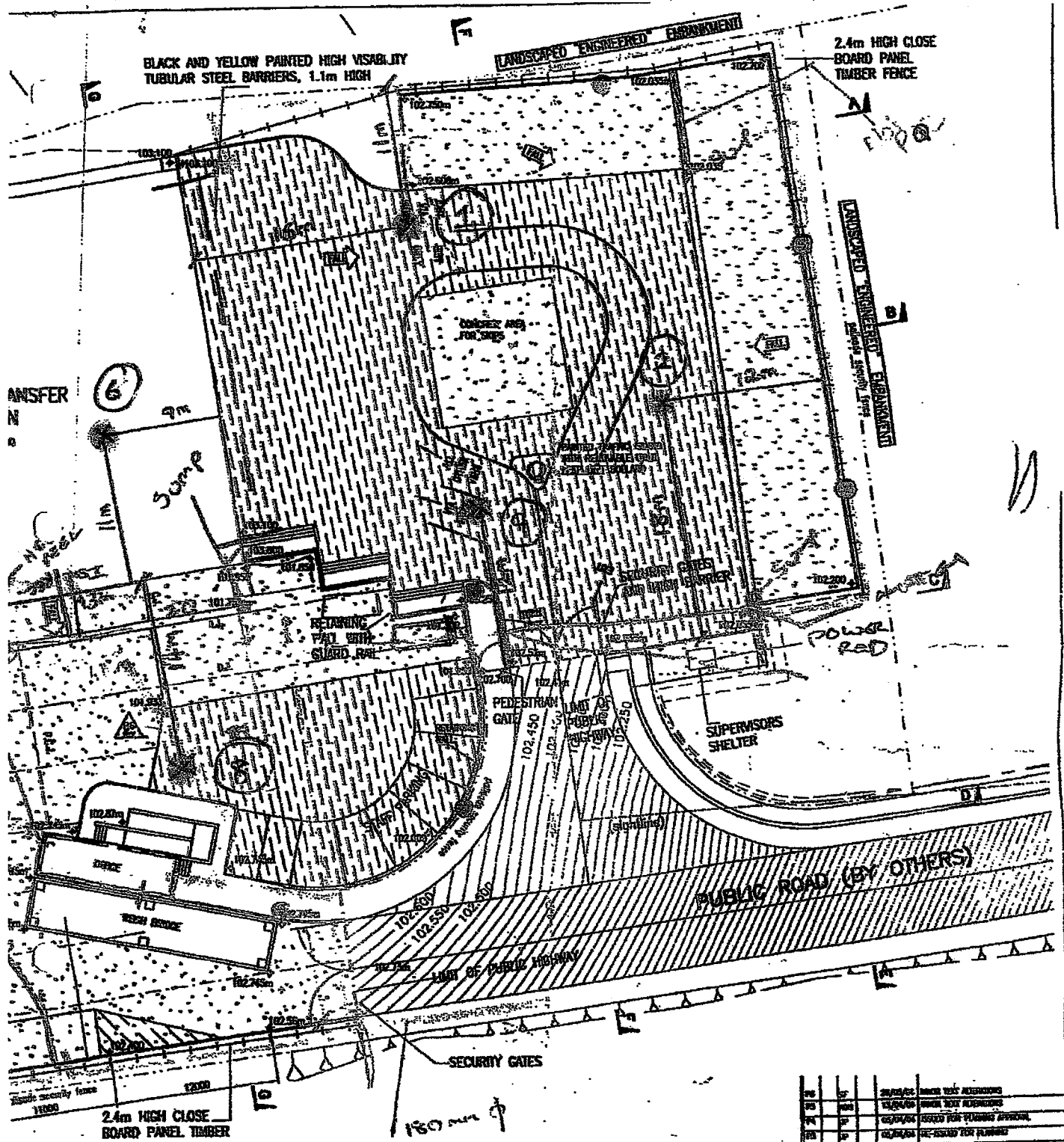


CONCRETE AREAS:-
 200mm THICK AIR ENTRAINED GRADE C40 CONCRETE SLAB WITH 1 LAYER OF #252 MESH REINFORCEMENT TO TOP WITH 40mm MIN. COVER.
 CONCRETE SLABS TO BE Laid ON VIBRATED GRADE 1200 ON BUNDING ON 100mm MIN DEPTH OF ANY TYPE 1 SUB-BASE BASED ON ASSUMED CER 100
 CER VALUES TO BE CONFIRMED ON SITE AND SUB-BASE/CLIPPING TO BE ADMITTED AS NECESSARY IN ACCORDANCE WITH CHAPTER 3 OF VOLUME 7 OF "DESIGN MANUAL FOR RINKS AND GROUES," ISSUED BY D.O.T



FLEXIBLE CONSTRUCTION:-
 WEARING COURSE TO BE 40mm DENSE BITUMEN HEAVY 15mm NOM. SIZE AGGREGATE ON 60mm DENSE BASE COURSE MAXIMUM TO BS4987,
 ROADBASE - 100mm DENSE BITUMEN-BINDING TO B SUB-BASE - 100mm DOT TYPE 1 TO CLAUSE 103, 2
 CER VALUES TO BE CONFIRMED ON SITE AND SUB-BASE ACCORDANCE WITH CHAPTER 3 OF VOLUME 7 OF "DESIGN MANUAL FOR RINKS AND GROUES," ISSUED BY D.O.T

BT
 WATER
 ELECTRIC



BLACK AND YELLOW PAINTED HIGH VISIBILITY TUBULAR STEEL BARRIERS, 1.1m HIGH

LANDSCAPED ENGINEERED EMBANKMENT

2.4m HIGH CLOSE BOARD PANEL TIMBER FENCE

TRANSFER

6

Sump

RETAINING WALL WITH SLANTED RAMP

PEDESTRIAN GATE

PUBLIC ROAD (BY OTHERS)

SUPERVISORS SHELTER

SECURITY GATES

2.4m HIGH CLOSE BOARD PANEL TIMBER FENCE

NOTES:

1. ALL DIMENSIONS IN MM U.N.D.
2. ALL LEVELS IN M ABOVE LOCAL DATUM.
3. ALL ROAD, HARD STANDING AND FOOTPATH CONSTRUCTION WORKS TO BE CARRIED OUT STRICTLY IN ACCORDANCE WITH THE "SPECIFICATION FOR HIGHWAY WORKS" ISSUED BY HWSB.



KEY:
 CJ = CONTRACTION JOINT
 PCJ = PARTIAL CONTRACTION JOINT
 LJ = LONGITUDINAL JOINT
 DJ = DEBRIDGED JOINT

E WAGON TO BS1887

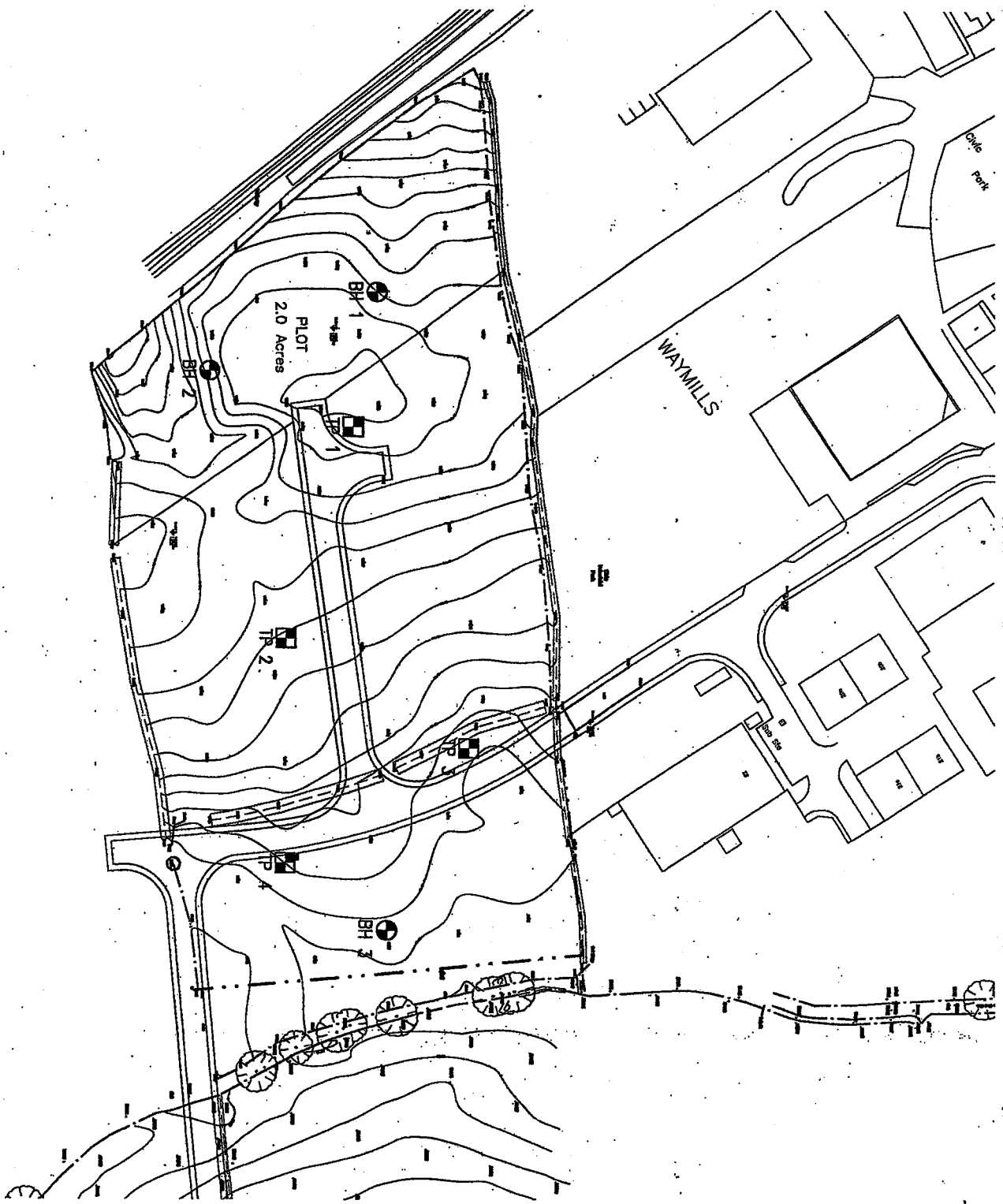
ISSUED FOR 102

TO BE AMENDED IN

PLEASE NOTE: ONLY INFORMATION SUPPLIED ON PAPER COPIES OF DRAWINGS SHOULD BE RELIED UPON. DRAWING INFORMATION SUPPLIED ON

NO.	DATE	BY	DESCRIPTION
01	12/04/04	WJ	ISSUED FOR TENDERING
02	12/04/04	WJ	ISSUED FOR TENDERING
03	02/04/05	WJ	ISSUED FOR PLANNING APPROVAL
04	02/04/05	WJ	RE-ISSUED FOR PLANNING
05	02/04/05	WJ	ISSUED FOR PLANNING
06	21/04/05	WJ	ISSUED FOR COMMENT

Consulting Civil and Structural Engineers			
Project: ASCOT ENVIRONMENTAL LTD WASTE TRANSFER STATION WITCHURCH SHROPSHIRE			
SITE GENERAL ARRANGEMENT FINISHES AND LEVELS			
Drawn:	WJ	8/3/04	Scale: 1:200
Checked:	SWW	8/4/04	



THIS DRAWING MAY BE USED ONLY FOR THE PURPOSE INTENDED AND ONLY WRITTEN DIMENSIONS SHALL BE USED

KEY

- TP TRIAL PIT
- BH BOREHOLE

Revision Details	By	Date	Surf
	Check		

Drawing Number: **FIG.2** Revision 1

WHITCHURCH BUSINESS PARK

EXPLORATORY HOLE LAYOUT

Scale	1:1250		
Drawn	ADJ	Detailed	Approved
Check	MM	Tech Ck	S.P. BEALES
		Det. Ck	Date
			30/01/03

Scott, Wilson Kirkpatrick & Co Ltd
 3 Penberton House, Stafford Park,
 Telford, Shropshire,
 TF3 3AP UK
 Tel. (01952) 235600
 Fax. (01952) 235650
 www.scottwilson.com



Whitchurch Business Park,
 Shakespeare Way, Waymills,
 Whitchurch,
 005-036-00-S1



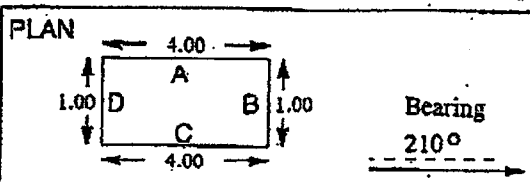
ALLIED EXPLORATION & GEOTECHNICS LTD

TRIAL PIT RECORD

Status:-
PRELIM1
Date:- 10/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		TRIAL PIT No TP-04	
Client: Shropshire County Council		Location: Whitchurch E N	
Method & Equipment: Machine Excavated using a JCB 3CX		Ground Level(m(AOD)):	Date: 04-03-03
		Sheet: 1 of 1	

SAMPLES & TESTS			STRATA				
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth	DESCRIPTION
0.30	JCh1					0.20	TOPSOIL
0.80	JCh2					0.70	Brown slightly clayey slightly gravelly SAND. Gravel is fine to coarse subangular to subrounded and consists of sandstone, limestone and quartz. below c. 0.30m BGL ... becomes very clayey. between c. 0.80 - 0.90m BGL ... becomes slightly organic.
1.10	CBR					0.90	
1.20	B3					1.40	Green biege slightly clayey slightly gravelly SAND. below c.1.00m BGL ... becomes brown.
2.00-2.30	B4					2.30	Trial pit terminated at 2.3m BGL - due to instability.



Groundwater	Ingress at 1.80m BGL
Remarks	Pit sides stable throughout excavation. Sides A and C poor.

All dimensions in metres	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M. Rose	Contract No. PR1202
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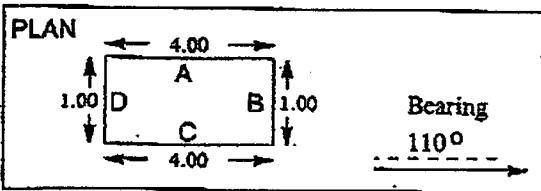
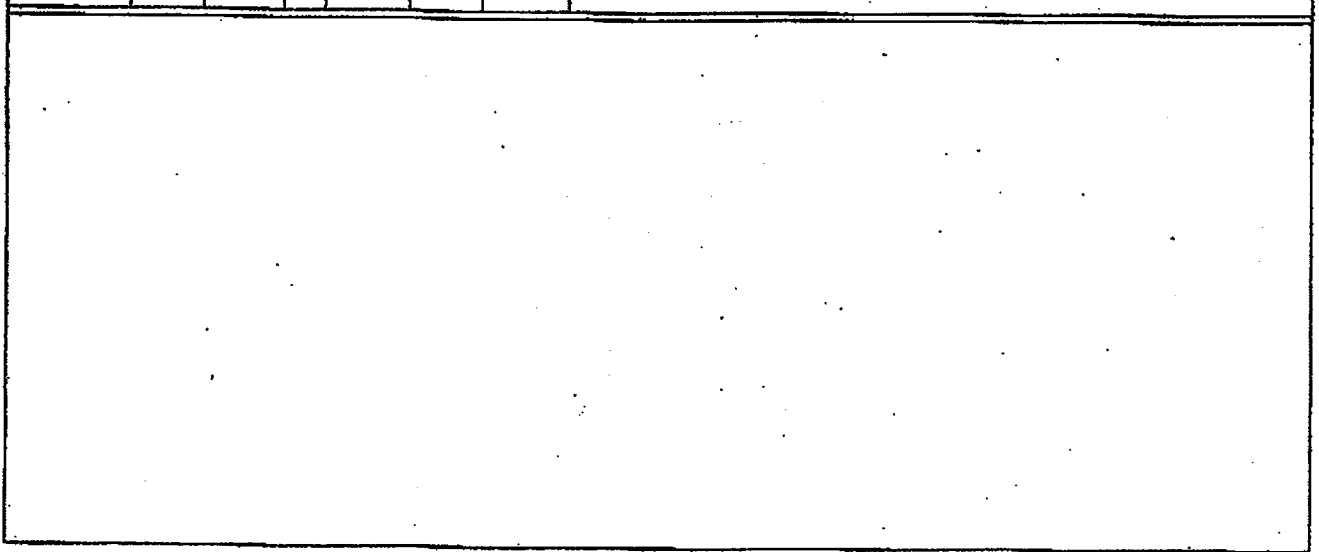
ALLIED EXPLORATION & GEOTECHNICS LTD

TRIAL PIT RECORD

Status:-
PRELIM1
Date:- 10/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		TRIAL PIT No TP-03	
Client: Shropshire County Council	Location: Whitchurch E N		
Method & Equipment: Machine Excavated using a JCB 3CX	Ground Level(m(AOD)):	Date: 27-02-03	Sheet: 1 of 1

SAMPLES & TESTS			Water	STRATA			
Depth	Type No	Test Result		Reduced Level	Legend	Depth	DESCRIPTION
0.30	JCh1				0.20	TOPSOIL	
0.40	CBR				0.25	Brown slightly clayey slightly gravelly SAND. Gravel is fine to coarse subangular to subrounded and consists of limestone, sandstone and quartz. LIGHT	
					0.45		
0.80	JCh3				0.30	Firm brown sandy slightly gravelly CLAY. Gravel is fine to coarse subangular to rounded and consists of quartz.	
0.90	JCh4				0.75		
					0.85	Soft black brown slightly sandy organic CLAY with occasional rootlets.	
					0.86		
1.30	B5				0.65	Cream beige clayey SAND. below c. 1.00m BGL ... becomes slightly clayey slightly gravelly. Trial pit terminated at 1.50m BGL - due to instability	
					1.50		



Groundwater
Water strike at 1.50m BGL

Remarks
Pit sides stable throughout excavation. Sides A and C poor.

All dimensions in metres	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M. Rose	Contract No. PR1202
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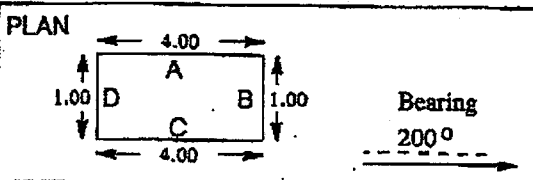
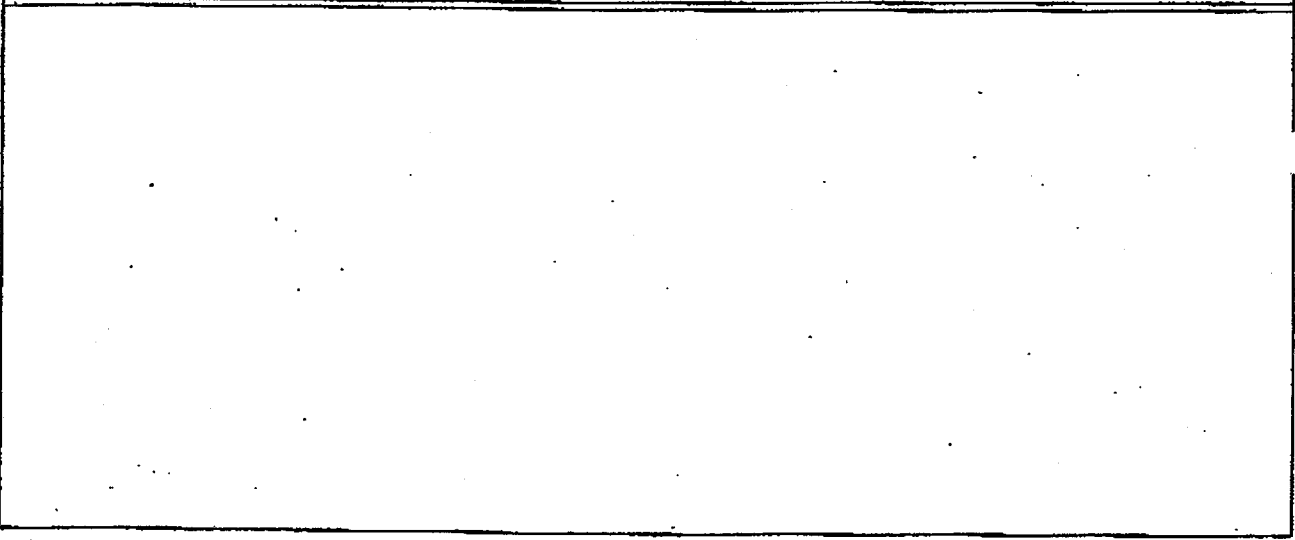
ALLIED EXPLORATION & GEOTECHNICS LTD

TRIAL PIT RECORD

Status:-
PRELIM1
Date:- 10/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		TRIAL PIT No TP-02	
Client: Shropshire County Council		Location: Whitchurch E N	
Method & Equipment: Machine Excavated using a JCB 3CX		Ground Level(m(AOD)):	Date: 27-02-03
		Sheet:	1 of 1

SAMPLES & TESTS			STRATA				
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth	DESCRIPTION
						0.25	TOPSOIL
0.40	JCh1					0.25	Brown slightly clayey gravelly SAND. Gravel is fine to coarse angular to subrounded and consists of sandstone, limestone and quartz, below c. 0.6m BGL... becoming orange brown. below c. 1.0m BGL... becoming very gravelly.
0.80	CBR					1.35	
1.15	B2					1.80	
1.16	B3						Orange slightly gravelly SAND. Gravel is fine to coarse subangular to subrounded and consists of sandstone, quartz and limestone.
1.17	B4						
1.70	JCh5					1.20	
2.20	B6						
2.80	J7					2.80	Trial pit terminated at 2.8m BGL - due to instability.



Groundwater
No groundwater encountered.

Remarks
Pit sides stable throughout excavation. Sides A and C poor.

All dimensions in metres	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M. Rose	Contract No. PR1202
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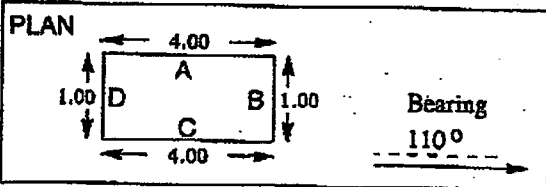
TRIAL PIT RECORD

OK

Status:-	PRELIM1
Date:-	10/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		TRIAL PIT No. TP-01	
Client: Shropshire County Council		Location: Whitchurch E N	
Method & Equipment: Machine Excavated using a JCB 3CX		Ground Level(m(AOD)):	Date: 27-02-03
		Sheet: 1 of 1	

SAMPLES & TESTS			STRATA				
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth	DESCRIPTION
						(0.25)	TOPSOIL
0.40	JCh1					0.28	Brown slightly clayey slightly gravelly SAND with occasional cobbles. Gravel is fine to coarse angular to subrounded and consists of sandstone, quartz, coal, limestone and igneous. Cobbles are subrounded and consist between c. 0.80 and 0.90m BGL ... very gravelly.
1.10	B2					(1.70)	
1.55	JCh3						below c. 1.70m BGL ... with some cobbles and boulders. Cobbles and boulders are subrounded and consist of igneous.
1.95	B4					1.95	
2.45	J5						Firm (in places soft) brown red sandy gravelly CLAY. Gravel is fine to coarse angular to subrounded and consists of quartz, granite, sandstone and coal.
3.00	B6					(1.55)	
3.01	B7						Brown orange slightly clayey slightly gravelly SAND. Gravel is subangular to subrounded and consists of sandstone.
3.02	B8					3.50	
3.55	J9						Trial pit complete at 4.30m BGL
4.00-4.30	B10					(0.80)	
4.01-4.30	B11						
4.02-4.30	B12					4.30	



Groundwater	No groundwater encountered.
Remarks	Pit sides stable throughout excavation.

All dimensions in metres	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M. Rose	Contract No. PR1202
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Date Printed:- 10/03/03

Form ABG23/2



ALLIED EXPLORATION & GEOTECHNICS LTD

BOREHOLE RECORD

Status:-
PRELIM
Date:- 11/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		BOREHOLE No BH-03
Client: Shropshire County Council	Location: Whitchurch E N	
Method & Equipment: Cable Percussion using a Dando 2000	Ground Level(m(AOD)):	Date: 25-02-03
		Sheet: 2 of 2

SAMPLES & TESTS			STRATA						
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth (Thickness)	DESCRIPTION		
8.00 8.01-8.45 8.02-8.50	J25 S26 B27	N38	↓		[Symbol]	(6.90)	(As sheet 1 of 2) Soft (firm in places) brown very gravelly (slightly gravelly in places) CLAY. gravel is fine to coarse angular to subrounded and consists of coal, sandstone and quartz.		
9.00 9.01-9.45 9.02-9.50 9.20	J28 S29 B30 W31	N38							
10.00	J32								
10.50-10.95	U33	(40)							
11.00	J34								
11.50	J35								
12.00 12.01-12.45 12.02-12.50	B36 S37 B38	N26						12.00	Medium dense brown slightly gravelly sand. Gravel is fine to coarse angular to subrounded consisting of limestone and igneous.
13.00	J39								
13.50-13.95 13.51-14.00	C40 B41	N13						(3.45)	
14.50	J42								
15.00-15.45	C43	N15				15.45			
							Borehole completed at 15.45m BGL		

Instrument Backfill

Boring Progress and Water Observations						Chiselling			Water Added		GENERAL REMARKS
Date	Depth	Casing	Casing Dia	Water Depth		From	To	Hours	From	To	
25/02/03	0.00	0.00				7.40	7.60	0.50			(1) Description derived from driller's daily report.(2) Inspection pit dug prior to drilling.(3) Water strike at 2.20m - rose to 0.86m BGL! (20mins) (4) Water strike at 9.20m - rose to 6.30m BGL (20mins)
25/02/03	1.20	1.20	150mm	dry							
26/2/03	1.20	1.20	150mm	dry							
26/02/03	15.45	15.00	150mm								

All dimensions in metres Scale 1:50	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M Rose	Contract No. PR1202
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ALLIED EXPLORATION & GEOTECHNICS LTD

BOREHOLE RECORD

Status:-
PRELIM1
Date:- 11/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		BOREHOLE No BH-03	
Client: Shropshire County Council		Location: Whitchurch E N	
Method & Equipment: Cable Percussion using a Dando 2000		Ground Level(m(AOD)):	Date: 25-02-03
		Sheet: 1 of 2	

SAMPLES & TESTS			STRATA				
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth (Thickness)	DESCRIPTION
0.00-1.00	B1					(0.40)	Grass over TOPSOIL.
0.50	J2					0.40	Soft brown highly organic CLAY.
1.00	J3					(1.10)	
1.20-1.65	U4	(22)				1.50	
1.75	J5					(0.80)	Firm green biege sandy slightly gravelly CLAY. Gravel is fine to medium subangular to subrounded and consists of granite, quartz and quartz.
2.00	J6					2.30	
2.20-2.65	S7	N11					
2.21	W8						
2.22-2.70	B9						Loose (becoming medium dense) brown slightly gravelly CLAY, Gravel is fine to coarse angular to subrounded and consists of coal, sandstone and quartz.
3.00	J10					(2.80)	
3.20-3.65	S11	N9					
3.21-3.70	B12						
4.00	J13					5.10	
4.20-4.65	C14	N11					
4.21-4.70	B15						
5.00	J16						
5.01-5.45	C17	N11					
5.02-5.50	B18						Soft (firm in places) brown very gravelly (slightly gravelly in places) CLAY. gravel is fine to coarse angular to subrounded and consists of coal, sandstone and quartz.
5.10	J19						
6.00	J20						
6.01-6.45	U21	(45)					
7.00	J22						
7.50-7.81	S23	N58					
7.51-8.00	B24						

Boring Progress and Water Observations						Chiselling			Water Added		GENERAL REMARKS
Date	Depth	Casing	Casing Dia	Water Depth		From	To	Hours	From	To	
25/02/03	0.00	0.00				7.40	7.60	0.50			(1) Description derived from driller's daily report. (2) Inspection pit dug prior to drilling. (3) Water strike at 2.20m - rose to 0.86m BGL (20mins) (4) Water strike at 9.20m - rose to 6.30m BGL (20mins)
25/02/03	1.20	1.20	150mm	dry							
26/2/03	1.20	1.20	150mm	dry							
26/02/03	15.45	15.00	150mm	dry							

All dimensions in metres Scale 1:50	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M Rose	Contract No. PR1202
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Date Printed: 11/03/03

Form AEG21/2



ALLIED EXPLORATION & GEOTECHNICS LTD

BOREHOLE RECORD

Status:-

PRELIM1

Date:- 11/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		BOREHOLE No BH-02
Client: Shropshire County Council	Location: Whitchurch E N	
Method & Equipment: Cable Percussion using a Dando 2000	Ground Level(m(AOD)): 24-02-03	Date: 24-02-03
		Sheet: 2 of 2

SAMPLES & TESTS			Water	STRATA			DESCRIPTION	Inst. / Ident. / Backfill
Depth	Type No	Test Result		Reduced Level	Legend	Depth (Thickness)		
8.00 8.01-8.45 8.02-8.50	J24 S25 B26	N16				(As sheet 1 of 2) Medium dense brown gravelly SAND. Gravel is fine to coarse angular to subrounded and consists of sandstone, quartz, coal, siltstone and limestone.		
9.00 9.01-9.45 9.02-9.50	J27 S28 B29	N18				below c.9.00m BGL ... occasional cobbles. Cobbles are subangular to subrounded and consists of limestone and sandstone.		
10.00 10.01-10.45 10.02-10.50 10.03 10.20	J30 S31 B32 J33 J34	N13			10.20	Stiff (in places firm) grey slightly gravelly indistinctly laminated CLAY. Gravel is fine to medium subangular and consist of sandstone.		
11.00-11.45	U35	(68)						
12.00 12.01-12.45 12.02-12.50	J36 S37 B38	N26			(5.25)			
13.00 13.01-13.45	J39 U40	(75)						
14.00 14.01-14.45 14.02-14.50	J41 S42 B43	N26						
15.00 15.01-15.45	J44 U45	(90)			15.45			
Borehole completed at 15.45m BGL								

Boring Progress and Water Observations						Chiselling			Water Added		GENERAL REMARKS
Date	Depth	Casing	Casing Dia	Water Depth		From	To	Hours	From	To	
24/02/03	0.00	0.00							0.00	15.45	(1) Description derived from driller's daily report. (2) Inspection pit dug prior to drilling.
24/02/03	15.45	15.00	150mm	dry							

All dimensions in metres Scale 1:50	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M Rose	Contract No. PR1202
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ALLIED EXPLORATION & GEOTECHNICS LTD

BOREHOLE RECORD

Status:-
PRELIM1
Date:- 11/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		BOREHOLE No BH-02	
Client: Shropshire County Council		Location: Whitchurch E N	
Method & Equipment: Cable Percussion using a Dando 2000		Ground Level(m(a.s.l.)): 0.00	Date: 24-02-03
			Sheet: 1 of 2

SAMPLES & TESTS			STRATA				Industry - Backfill
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth (Thickness)	
0.00-1.00	B1						Grass over TOPSOIL.
0.50	J2'					(1.20)	Stiff (in places firm) red brown sandy gravelly CLAY with occasional cobbles. Gravel is fine to coarse angular to subrounded and consists of sandstone, quartz and coal. Cobbles are subrounded and consists of sandstone, limestone and quartz.
1.00	J3-					1.20	
1.20-1.65	S4	N7					Firm (in places soft) red brown sandy slightly gravelly CLAY with occasional cobbles. gravel and cobbles are fine to coarse subangular to subrounded and consists of sandstone limestone and quartz.
1.21-1.70	B6						
2.00	J6						
2.20-2.65	S7	N7				(2.70)	
2.21-2.70	B8						
3.00	J9'						below c.3.00m BGL ... becoming stiff.
3.20-3.65	U10'	(42)					
3.75	J11					3.90	
4.00	J12						Medium dense brown clayey SAND.
4.01-4.45	S13	N20				(1.80)	
4.02-4.50	B14						
5.00	J15						
5.01-5.45	S18'	N34				5.70	
5.02-5.50	B17						
6.00	J18'						Medium dense brown gravelly SAND. Gravel is fine to coarse angular to subrounded and consists of sandstone, quartz, coal, siltstone and limestone.
6.01-6.45	C19	N18					
6.02-6.50	B20						
7.00	J21						
7.01-7.45	S22	N25				(4.50)	
7.02-7.50	B23						

Boring Progress and Water Observations						Chiselling			Water Added		GENERAL REMARKS
Date	Depth	Casing	Casing Dia	Water Depth		From	To	Hours	From	To	
24/02/03	0.00	0.00							0.00	15.45	(1) Description derived from driller's daily report. (2) Inspection pit dug prior to drilling.
24/02/03	15.45	15.00	150mm	dry							

All dimensions in metres Scale 1:50	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M Rose	Contract No. PR1202
----------------------------------------	-------------------------------------------------------------	-------------	----------------------	------------------------



ALLIED EXPLORATION & GEOTECHNICS LTD

BOREHOLE RECORD

Status:-
PRELIM1
Date:- 10/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		BOREHOLE No BH-01
Client: Shropshire County Council	Location: Whitchurch E N	
Method & Equipment: Cable Percussion using a Dando 2000	Ground Level(m(AOD)):	Date: 25-02-03
		Sheet: 2 of 2

SAMPLES & TESTS			STRATA				
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth (Thickness)	DESCRIPTION
9.00 9.01-9.45 9.02-9.60	J24 S25 B26	N6					(As sheet 1 of 2) Medium dense (in places loose) brown gravelly SAND with occasional cobbles. Gravel and cobbles are fine to coarse subangular to subrounded and consists of sandstone, quartz, siltstone and limestone.
10.00	J27						
10.60-10.85 10.51-11.00	S28 B29	N24				10.60	Stiff (in places firm) grey slightly gravelly indistinctly laminated CLAY. Gravel is fine to medium subangular and consist of sandstone.
11.50	B30						
12.00 12.01-12.45	J31 U32	(65)					
13.00	J33					(4.95)	
13.50-13.95 13.51-14.00	S34 B35	N28					
14.50	J36						
15.00 15.01-15.45	J37 U38	(80)					SNL 1st
15.55	J39					15.55	Borehole complete at 15.55m BGL

Boring Progress and Water Observations						Chiselling			Water Added		GENERAL REMARKS
Date	Depth	Casing	Casing Dia	Water Depth		From	To	Hours	From	To	
25/02/03	0.00	0.00							0.00	15.55	(1) Description derived from driller's daily report. (2) Inspection pit dug prior to drilling.
25/02/03	15.55	13.50	150mm	dry							

All dimensions in metres Scale 1:50	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M Rose	Contract No. PR1202
----------------------------------------	-------------------------------------------------------------	-------------	----------------------	------------------------



ALLIED EXPLORATION & GEOTECHNICS LTD

PD/NS/26/2

BOREHOLE RECORD

Status:-
PRELIM1
Date:- 10/03/03

Project: Whitchurch Business Park Phase 2 - Site Investigation		BOREHOLE No BH-01
Client: Shropshire County Council	Location: Whitchurch E N	
Method & Equipment: Cable Percussion using a Dando 2000	Ground Level(m(AOD)): 0.50	Date: 25-02-03 Sheet: 1 of 2

SAMPLES & TESTS			STRATA				
Depth	Type No	Test Result	Water	Reduced Level	Legend	Depth (Thickness)	DESCRIPTION
0.00-1.00	B1					(0.50)	Grass over TOPSOIL
0.50	J2					0.50	Stiff (firm in places) red brown sandy gravelly CLAY with occasional cobbles. Gravel and cobbles fine to coarse angular to subrounded and consists of coal, quartz and sandstone.
1.00	J3						
1.20-1.65	S4	N5					
1.21-1.70	B5						
2.00	J6						
2.20-2.65	S7	N9				(3.60)	
2.21-2.70	B8						
3.00	J9						
3.20-3.65	U10	(55)					
3.75	J11						
4.00	J12					4.10	Medium dense (in places loose) brown gravelly SAND with occasional cobbles. Gravel and cobbles are fine to coarse subangular to subrounded and consists of sandstone, quartz, siltstone and limestone.
4.20-4.65	S13	N28					
4.21-4.70	B14						
5.00	J15						
5.01-5.45	C16	N28					
5.02-5.60	B17						
6.00	J18						
6.01-6.45	C19	N18					
6.02-6.50	B20						
7.00	J21						
7.50-7.95	S22	N23				(6.50)	
7.51-8.00	B23						

Boring Progress and Water Observations						Chiselling			Water Added		GENERAL REMARKS
Date	Depth	Casing	Casing Dia	Water Depth		From	To	Hours	From	To	
25/02/03	0.00	0.00							0.00	15.55	
25/02/03	15.55	13.50	150mm	dry							

All dimensions in metres Scale 1:50	For Explanation of Symbols and Abbreviations see Key Sheets	Checked By:	Logged By: M Rose	Contract No. PR1202
----------------------------------------	-------------------------------------------------------------	-------------	----------------------	------------------------

Date Printed:- 11/03/03

Form AEG21/2

Certificate Number - PR1202/01

Sheet 1 of 1

ALLIED EXPLORATION & GEOTECHNICS LIMITED

Unit 26 Stella Gill Industrial Estate, Felton Fall,
 Chester-le-Street, Co. Durham, DM2 2RJ
 a UKAS testing laboratory No 1367

Determination of The California Bearing Ratio BS1377 : Part 4 : 1990

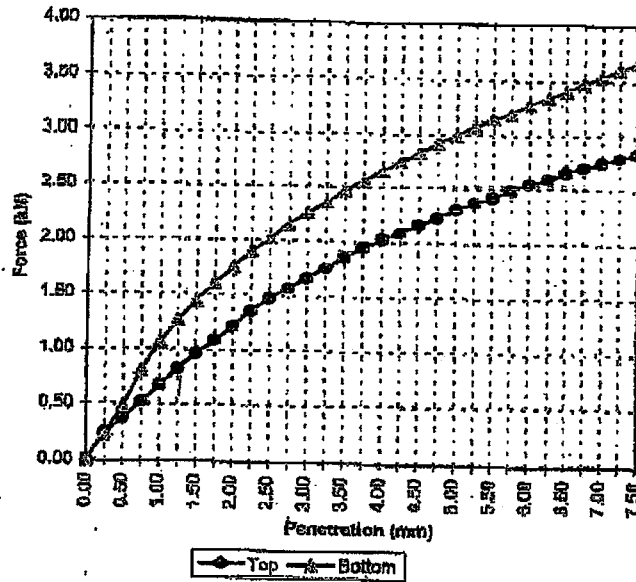
Site: **Whitchurch Business Park Phase 2 - Site Investigation**
 Client: **Shropshire County Council** Job No. - **PR1202**

Exploratory Hole No. TP-01 Sample No. - **B7** Depth (m) - **3.01**

For sample description please refer to sample description sheet

Bulk Density (Mg/m ³):	2.20	Retained on 20mm (%):	3.9
Moisture Content (%):	11.8	Soaking Time (Days):	NA
Dry Density (Mg/m ³):	1.97	Swelling (mm):	NA
Preparation Method:	2.5kg Compaction	Surcharge (Kg):	10
Correction Needed:	No	Seating Load (N):	50

Penetration (mm)	Force (kN)	Force (kN)
0.0	0.000	0.000
0.25	0.240	0.230
0.5	0.372	0.481
0.75	0.514	0.809
1.0	0.897	1.060
1.25	0.820	1.268
1.5	0.962	1.443
1.75	1.082	1.607
2.0	1.213	1.760
2.25	1.356	1.902
2.5	1.476	2.022
2.75	1.553	2.153
3.0	1.862	2.263
3.25	1.780	2.361
3.5	1.858	2.470
3.75	1.946	2.589
4.0	2.022	2.666
4.25	2.088	2.744
4.5	2.164	2.831
4.75	2.230	2.919
5.0	2.306	2.995
5.25	2.372	3.072
5.5	2.427	3.148
5.75	2.492	3.203
6.0	2.547	3.279
6.25	2.602	3.345
6.5	2.656	3.410
6.75	2.711	3.476
7.0	2.755	3.542
7.25	2.798	3.607
7.5	2.842	3.673



	Moisture (%)	CBR Value (%)
Top :	11.9	12
Bottom :	11.6	15

Date Tested: 03/04/03 Date of Issue: 15/04/03

Approved by: *M. S. [Signature]* Name: *M. S. [Signature]*

Schedule 39 – Part A - Street Cleansing Services Specification

General Description of the Service

The Provider shall operate and manage Street Cleansing Services for the District of South Shropshire from the Service Commencement Date to 30th September 2012 to ensure proper cleanliness of the streets and other public areas within the District of South Shropshire so as to comply with the requirements of the Environmental Protection Act 1990 or any successive legislation.

Street Cleansing Services

The Provider shall

- A. cleansing of relevant land, to include litter picking and sweeping of highways and pavements.
- B. empty and maintain litter bins (including dog waste bins)
- C. wash street furniture
- D. collection of dumped rubbish and fly tipped material
- E. remove graffiti
- F. remove fly posted material

Payment of Street Cleaning Services will be in accordance Street Cleansing Service payment in Ancillary Services payment paragraph 4 of Schedule 7a (Payment Mechanism)

A. Cleansing of Relevant Land

The Provider shall carry out the cleansing of relevant land in accordance with Code of Practice for Litter and Refuse issued by the Secretary of State under section 89(7) of the Environmental Protection Act 1990, for the administrative boundary of South Shropshire District Council

Appendix A schedules the streets and areas and classifies streets and areas into the various zones as classified in the Code of Practice for Litter and Refuse. For avoidance of doubt any relevant land not included in Appendix A are to be classified as zone 7 in accordance with the Code of Practice for Litter and Refuse.

The Provider shall use whatever method of cleaning considered appropriate to achieve the required standards in these areas.

The Provider shall ensure that on completion of any cleansing operation the relevant land shall achieve a grade 'A' standard as defined in the Code of Practice for Litter and Refuse.

In any dispute as to what comprises "Litter" the decision of the Authority's Representative shall be final.

The cleansing service shall include but is not limited to:-

- Cleansing of litter and detritus
- Mechanical and manual sweeping
- Litter Picking

The Provider shall ensure that all highways, footpaths, walkways and alleyways shall be swept by manual or mechanical means to the required standard as specified within the code of practice up to and including the backline of the footpaths.

The Provider shall ensure that all drainage channels contained within a carriageway shall be swept by manual or mechanical means to the required standard as specified within the code of practice in order to prevent ponding and detritus being washed into gullies.

B. Emptying and Maintaining Litter Bins

All Litter Bins, as detailed in Appendix B of this Schedule, will be transferred to the Provider on the Service Commencement Date, and returned in suitable condition to the Authority at the end of the Contract. For avoidance of doubt Litter Bins include all types of litter bins including dog waste bins

All Litter Bins, as detailed in Appendix B of this Schedule, shall be emptied regularly to ensure that no bin is more than three quarters full at any time.

All Litter Bins shall be washed with water and suitable cleanser on a regular basis to remove all residues and detritus left on the bin. The liner and the outer cover shall be washed internally and externally. All excess water shall be removed from the bin area on completion of the work.

The Provider shall ensure on completion of any work that the Litter Bins are left securely locked.

The Provider shall report all damaged, faulty or vandalised Litter Bins within one week of either the Provider identifying the damaged, faulty or vandalised bins, or being made aware of such bins another party.

The Provider shall relocate Litter Bins within the Contract Area at the request of the Authority. The annual maximum number of bin relocations requested by the Authority may be 1% of the number of existing bins in any one year.

C. Washing of street furniture

The provider shall undertake street furniture washing of litter bins, public seating, bollards, railings and similar items to ensure that such items remain in a clean condition.

D. Collection of dumped rubbish and fly-tipped material

The Provider shall remove dumped rubbish and fly tipped material using suitable equipment within 24 hours or as otherwise instructed by the Authority's Representative. The Provider shall report all incidents and locations of fly-tipping to the Authority's Representative.

Whenever possible the Provider shall gather evidence/information relating to the possible source of the fly tipped material and submit it to the Authority's Representative as soon as practicable. The Authority will undertake further investigation and may follow up with enforcement should the information/evidence be sufficient.

The Provider shall monitor record and supply all data necessary for the "Flycapture" national fly-tipping database, published by DEFRA.

E. Removal of graffiti

When directed by the authority representative graffiti of a racist or offensive nature shall be removed within 24 hours of it being reported. Other graffiti shall be removed within 5 Business Days of it being observed by the Provider or notified to the Provider by the Authority's Representative.

F. Removal of fly posted material

The provider shall remove fly posted literature and similar from the external surfaces of telephone boxes, litter bins, post boxes, GPO boxes, lamp posts and similar in public places.

Additional Street Cleansing Service

The Provider shall also make provision when requested to carry out the following Additional Street Cleansing Services,

- a) removal of chewing gum
- b) cleansing of the A49 that requires mobile lane closure
- c) control of weeds by chemical application
- d) replacement and installation of litter bins
- e) clearance of pollution and spillages

Payment for the additional services will be paid in accordance with Additional Street Cleansing Service payment in accordance with Ancillary Services Payments paragraph 4 of Schedule 7a (Payment Mechanism)

a) removal of chewing gum

On request from the authority the Provider shall remove chewing gum from the agreed areas in an agreed method.

b) cleansing of the A49 that requires mobile lane closure

On request from the Authorities Representative the Provider shall cleanse the A49 to a grade "A" standard as defined in the Code of Practice for Litter by suitable means including mechanical sweeping. The Provider will be responsible for notifying the Highways Agency or its clients or its contractors that cleansing work is taking place on the carriageway.

G. control of weeds by chemical application

On request from the Authorities Representative the Provider shall arrange for the weeds in the agreed areas to be treated by chemical application in an agreed method

H. replacement and installation of litter bins

On request from the Authorities Representative the Provider shall replace damaged, faulty or vandalised or install new Litter Bins within two weeks of notification.

I. clearance of pollution and spillages

On request from the Authorities Representative the Provider shall in the event of a road traffic accident or similar shall remove accident debris, oil and other fluid spillages

Schedule 39 Street Cleansing Services

Part B Service Delivery Plan

Programme of work detailing how street cleansing operations will be scheduled in order to comply with the specified performance standards for the following activities:

- a) Street cleansing, including sweeping of highways and pavements and litter picking**
- b) Emptying and maintaining litter bins**
- c) Emptying and maintaining dog waste bins**
- d) Street furniture washing**
- e) Chewing gum removal**
- f) Dumped rubbish and fly tipping removal**
- g) Clearance of pollution and spillages**
- h) Removal of graffiti**

In compiling this tender, we have taken into account many crucial elements: the character and diversity of South Shropshire; the specification; and, a clear desire from the District Council and SWP to improve where possible the services that are currently being provided.

However whilst developing our proposals it was clearly evident that there were financial constraints surrounding its delivery, with that in mind we have tailored the service to the existing resource levels, with a view to further develop the service should further funding become available.

We are, above all, mindful that South Shropshire District Council will probably aspire to be a leading authority and provide a cleaner and greener Streets and Country lanes. Veolia will work in partnership with the Council and SWP to ensure that this vision becomes a reality.

Service Management

In order to operate the Street Cleansing contract services we will provide parallel management resources.

Contract Head Office Overhead

In the first instance there will be main overhead Management and Administration resources based at the Contract Head Offices at Battlefield to oversee all Municipal services and its components. This is detailed in Method Statement 4 - Service Management and Method Statement 15 – Staffing and Employment. In summary this will entail:

- 1 no. General Municipal Services Manager
- 1 no. Operations Manager
- 1 no. Support Services Manager
- 1 no. Health and Safety / Quality Manager
- 4 no. Administrators (Call Centre / Complaints Systems)

This resource will also oversee the Street Cleaning activities in South Shropshire

Local Management – Our Approach

The day to day management of all Municipal Services will be carried from localised depot bases. The operation from these is key to the performance and delivery of high quality services.

In the first instance from Contract start, it would be our intention to operate using the interim SWP depot currently utilised in Ludlow. Over time we will then move the Municipal depot from Ludlow to the Craven Arms IWMF.

Local Management Resources

To manage street cleansing operations at a local level, we would propose to utilise a Local Management resource of:

- 1 no. Environmental Services Manager
- 1 no. Supervisor
- 1 no. Administrator

to oversee all Municipal Services activities, including Street Cleansing, carried out in South Shropshire. This resource will report to the Contract Head Office.

Proposals for Street Cleansing

Our general approach to street cleansing operations in South Shropshire is based on undertaking extensive cleansing of the area using a mix of both mechanical and manual operations. This will be planned in order to comply with the specified performance standards for all locations. The combination of cleansing methods will ensure that a high standard of cleansing can be achieved to match, and exceed where possible, the specification requirements.

For all normal cleansing operations, operatives will be equipped with brooms suitable for both channel and pavement sweeping, shovels, plastic sacks and have available scrapers, and litter pickers if required.

Manual sweepers will remove all litter and detritus on the full paved surface from the kerb to the building line, adjacent drainage channels and gully grates, to restore the area to grade A. Where applicable, all litter from associated grass verges, shop doorways and forecourts will be removed at the same time. This will prevent it from littering the highway and having a detrimental effect on the general appearance after cleansing.

Manual cleansing operatives will contain street sweepings in coloured sacks, which will be removed by the mobile team working in the area. Each operative will complete a daily work sheet, which will confirm his or her days scheduled work has been

completed. All work will be inspected in accordance with our quality procedures to ensure conformity with the specification.

Zone 1 areas will be cleansed and inspected 7 days a week. These areas will be deep cleansed first each morning, with a barrow beat in operation later during the day in Ludlow to maintain standards. Other areas will receive a frequency clean and will be subject to quality inspections.

A Supervisor will carry out inspections of the areas and routes to plan the work required to meet the contract's needs. Frequency of work will be inspected for quality and performance. A Supervisor will have the scope to move teams around the district, subject to work-loads on scheduled cleansing.

It is planned to schedule a large mechanical sweeper to cover the principal and rural routes. This will be supported by an applied compact sweeper which will accommodate all cleansing operations in Ludlow Town Centre.

Veolia will work with the SWP to review and adjust frequencies of cleansing subject to changing needs. This will ensure that the equipment and operatives employed on the service are being utilised to their optimum level, and in turn, give SWP the benefit of continued service improvement using available resources within the tendered rates.

South Area

All town centre work in Ludlow would be completed initially each day with the litter bins in these areas being emptied by a mobile cage vehicle and crew.

From 0800, a barrow beat would come into operation initially sweeping areas around the town centre where a mechanical sweeper cannot access, (parked cars and link footpaths etc) moving into the town centre to maintain standards later in the day.

After the town centre areas have been completed the mechanical sweeper would move to frequency work in Ludlow and Craven Arms. The Applied Sweeper would also be programmed to carry out deep car park cleaning across the district as required.

A Johnston VT650 type sweeper will carry out the mainly trunk road and rural low frequency cleansing, as this type of work is best suited to a heavy duty sweeper.

The Southern mobile team would complete the litter bins, dog bins and litter picking in the high frequency areas and then support the large mechanical sweeper.

North Area

The northern high frequency areas will be serviced by a combination of the dedicated Johnston VT650 mechanical sweeper with driver and supported by the northern mobile crew. All town centre work would be completed initially each day, with the litter bins in these areas being emptied by a driver in the mobile cage vehicle. The Northern mobile crew would then carry out other duties including litter bins, dog bins and, litter picking and sweeping in the northern areas as required. The main village covered by this mobile team will be Church Stretton.

The district wide mechanical sweeper would carry out higher frequency work around the district visiting the larger towns e.g. Church Stretton and villages once a week to carry out urban sweeping. This crew would also service the villages on lower frequencies.

North/Central/South Areas

The contract's three mobile teams based in the south, central and north areas of the district will carry out collection of fly tips, dumped rubbish and response work. All mobile crews will be trained to deal with response call outs. Spillage kits will be available at the depot and can be used in an emergency. These crews will carry out scheduled works in their areas of responsibility including Craven Arms, Church Stretton and Cleobury Mortimer.

All teams will be used as a litter response or to deal with dead animals and be able to accommodate complaints by the public to increase service delivery.

All vehicles will be fitted with radios or mobile phones to ensure a quick and effective reaction to service requests.

Recycling of Street Cleansing Waste

Each mobile crew will carry a number of kerbside boxes on their caged vehicle to ensure where possible, cans, glass, plastic and paper are sorted once collected and transferred to a recycling vehicle later in the day. This would be possible when sweeping pavements in the town centres or when litter picking open spaces.

Town centre barrow beat would operate a four bag barrow to recycle a large percentage of collected litter. This would be collected in clear sacks each morning from the storage point by the mobile crews to transfer to the recycling vehicles.

Dumped waste and fly tips will also be assessed for their suitability for recycling where possible. Metals, such as bikes, car parts, cookers, etc will be stored in a recycling skip and transported for scrap metal recycling to a local agent.

Outputs from the larger Mechanical street sweepings will be tipped into the appropriate bay at Craven Arms IWMF and this material sent for recycling (see Method Statement 11).

Veolia would wish to work with the SWP to plan, trial and introduce new ideas and approaches to recycling and cleansing, such as recycling split litter bins in town centres.

These incentives will reduce the amount of cleansing waste that requires disposal and divert waste to recycling performance.

Proposals for monitoring and recording performance in accordance with the Code of Practice for Litter and Refuse

All work will be monitored as part of the routine monitoring procedure in accordance with our quality system ISO 9002 for the contract. The Contract supervisor will be required to inspect and record the quality of work being carried out on a daily and weekly sample programme.

We will focus on the BVPI standards and work with the Council/SWP to show improvements to the service.

All Street Cleansing crews will receive regular recorded visits, incorporating inspection and quality sampling. These records will be open for inspection by the Council/SWP and are audited internally and externally by an ISO 9002 accreditation body.

Each crew will be fully trained in standards required to meet the EPA and be responsible for the assessment of planned work.

Sample inspections of the work that all crews undertake, will be carried out by the Contract supervisor who will be responsible for planning and programming of all works.

Proposals for delivering collected waste to nominated Delivery Points

In South Shropshire in the first instance (prior to February 2009) and on an on-going basis, all Street Cleansing residual waste, including mechanical street sweepings will be delivered to the Craven Arms IWMF for final disposal and/or recycling.

Should the opportunity arise and a sufficient segregated stream of compostable material be collected i.e. during the leafing period, this material may, subject to agreement with SWP, be delivered to the Ludlow AD facility, the Craven Arms IWMF or a third party composting outlet.

Number and type of vehicles to be used for the street cleansing services, detailing type, capacity, fuel type and payload

It is planned to use two types of mechanical sweepers:

- Johnston VT650 type (15t GVW) for trunk and main road cleaning, village and rural work this sweeper will also cover the larger settlements of Craven Arms, Church Stretton and Cleobury Mortimer supported by the mobile crews (detailed in the table on page 8).
- Applied Sweeper type sweeper for largely town/village centre areas

The Johnston VT650 mechanical sweeper will be fitted with wash bars and a jetting lance, whilst the compact sweeper will be fitted with a high pressure option for jet washing.

Three no. 3.5 tonne caged vehicles will be used as mobile cleansing crews. These vehicles will be fitted with tool and equipment cages on the front of the vehicle to allow transport of materials for a varied working day.

Where possible vehicles will be fitted with CRT, exhaust systems with all the vehicles operating on low sulphur fuel to keep the vehicles environmentally friendly and benefit the whole area.

The proposed staffing allocation needed to operate the required street cleansing services is highlighted in the following tables.

Method of Cleaning	Staffing	Area
Barrow	1 x Barrow Beat Operative	Ludlow Town Centre
Barrow	1 x Barrow Beat Operative	Bishops Castle
Applied Sweeper	Barrow Beat/Mobile Crews District Wide	Town/Village Centres – District Wide
Mobile 1 – North	1 x Driver Only	Northern Area (Including Church Stretton and Craven Arms) Village Centres Litter bins, Litter picking and Other
Mobile 2 – Central	1 x Driver Only	Central Area Village Centres Litter bins, Litter picking and Other
Mobile 3 - South	1 x Driver Only	Southern Area (Including Cleobury Mortimer)

		Village Centres Litter bins, Litter picking and Other
Large Mechanical Sweeper	1 x Driver	Town Centres & Frequency Sweeping (urban & village) District Wide (rural Sweeping)

Number and qualifications of staff to be employed for street cleansing services

Street Cleansing Operatives

Veolia assesses the suitability and competence of potential employees in a number of ways including the use of specific job descriptions, application forms, interviews, assessment of qualifications, experience and references, personal recommendations and successful completion of a probationary period of 6 months duration. The table below highlights the staffing levels required to carry out this service.

Vehicle type	No of staff
Large Mechanical Sweeper Driver	1
Mobile Driver	3
Barrow Beat Sweeper	1
Barrow Beat Sweeper (Part Time 20hrs)	1
Total	6
Cover for Holidays etc	1
Agency cover may be used to support pool staff for unplanned sickness	

When employees are transferred from a different supplier/contractor our first step is to carry out a skills audit to assess the effectiveness of all employees. Our Group and Regional Human Resources department is utilised in the process of all employees being interviewed and their competencies assessed. The whole exercise includes an analysis of individual skills and an assessment of competencies against job

descriptions. Our induction training is designed to cover all the major issues that operatives must be aware of during the course of their duties including as a minimum:

- correct procedures for operating specialised plant and vehicles
- Health and Safety training
- procedures for minimising disruption to the public whilst carrying out duties
- requirements for the use of protective clothing
- COSHH Regulations (care of substances Hazardous to Health)
- Customer Focus
- Policies & Procedures

Any gap between current employee skills and those considered necessary for the future is addressed by training and appraisal processes. Throughout this process, we develop and foster a positive “change management” culture that will involve staff at all levels through wider consultation, regular team briefings, and information share.

A schedule of all street cleansing equipment

The proposed equipment needed to operate the required street cleansing services is highlighted in the following table.

Street Sweeping Vehicles & Equipment	No.
Large Mechanical sweeper (15t GVW)	1
Small Applied sweeper	1
3.5t cage	3
Spare cage shared with Refuse/Recycling Service	1
Street Orderly Hand barrows	Various
Brooms	Various
Shovels	Various
Sacks	Various

Arrangements for cover support for vehicles by type and capacity in event of non-availability through breakdowns, repair and maintenance

See below

Arrangements for cover support for staff in event of non-availability through sickness, holidays, and other changes in staff deployment

Support for Street Cleansing Vehicles in an event of breakdowns, repairs & maintenance will be given in the form of:

- dedicated spare vehicles as shown in the table previously
- additional vehicle hire as and when necessary
- backup from other Veolia Group or Municipal contracts
- mobile fitters would cover breakdown repairs
- rounds will be required to assist each other in the event of breakdowns or other problems

Cover support for staff will be provided by a pool of staff backed up by agency staff as and when required. See previous table for numbers of crew anticipated to be utilised on Street Cleansing Services.

Service commencement and start-up procedures

Veolia is committed to ensuring the smooth transition of the street sweeping contracts and ensuring there is minimal disruption caused to the workforce, members of the public and the local council.

In order to ensure the smooth transition into the new contract, Veolia will undertake several measures. These measures will include, but are not limited to:

- Full consultations with the current workforce and relevant unions.
- A recruitment programme to ensure full staffing of the operations from day one of the new contract.

- Full training of the existing and new operatives to ensure they are all fully aware of their responsibilities both operationally and with emphasis on their duties under the Health and Safety at Work Act.
- Upon award all new vehicles will be ordered and lead times on vehicles will be communicated to SWP. Our tender includes the provision of brand new vehicles for the commencement of the contract and Veolia fleet and procurement department will ensure that specifications for vehicles are met and lead times are kept to a minimum.
- Full schedules for proposed works will be issued to SWP prior to contact commencement detailing frequencies, crew sizes, machines to be used and all other information as required to ensure the smooth transition of the service.

Our target will be to train the operatives and produce a multi-skilled workforce to ensure flexibility. A full review of the skills and qualifications of the transferring staff will take place prior to transfer.

We will carry out a skills audit of any other employees at the start of the contract in order to address specific training needs. All employees will receive induction training on commencement of the new contract. This includes comprehensive training in respect of plant and equipment and health and safety.

As well as induction training, staff are required to attend training on an ongoing basis. Veolia sees the training and development of our employees as a crucial part of continuous improvements to the quality of service.

Each operative will totally understand the requirements of the contract and be able to undertake a full assessment of the work required, in order to meet and improve standards. Veolia operates a training college which is open to all employees. On site training and classroom based training will be available for employee development and to meet the targets of the cleansing service.

Mobilisation of the New Contract

On award of the new contract a Municipal Services Mobilisation Manager as part of a general mobilisation team would be allocated to the project for the contract start period in line with the Mobilisation proposal outlined in Method Statement 1.

The Mobilisation Manager would work closely with the client to ensure a smooth transition. A full programme of works prior to the commencement of the contract would be submitted for the client's approval.

Planning and ordering of equipment, uniform and consumables would be completed, along with opening local accounts for suppliers.

Workforce meetings covering, maps, routes and working instructions for each route would be held prior to start up along with induction training to ensure day one starts with all operatives knowing the new working requirement.

A start up team will assist the Mobilisation Manager and Local Management team for the first two weeks of the contract to ensure all crew receive increased supervision while carrying out their new routes and rounds.

Assumptions

In preparing our proposal we have assumed that following aspects of the service would be charged at cost, plus an agreed level of profit and overhead:-

- Chewing Gum Removal
- Chapter 8 Mobile Lane Closure – A49
- Weed Control (Chemical Application)

Contract Term

In order to endeavour to tie our tendered sum into the SWP tender, Veolia have based their price on an 8 year contract term (i.e. three periods of eight years equalling twenty four – as close a tie in to the twenty five year contract as was possible).

Schedule 40

Waste Reception Protocol

1. GENERAL

1.1 This schedule sets out a protocol for the delivery of:

- Recyclable Materials Green Waste, Mixed Compostable Waste and Residual Waste by SABC; and
- Street Cleansing Waste collected by or on behalf of the Districts with the exception of South Shropshire District Council until 1 October 2012

to the Delivery Points set out in the SDP (or such other Contingency Delivery Point as directed by the Provider in accordance with the Contingency Plan) and its receipt, acceptance and management by the Provider.

In the event of Partial Termination, this schedule sets out the obligations of the Collection and Recycling Service Provider (CRSP) for the delivery of Residual Waste by the CRSP to the Waste Treatment Service Provider (WTSP) in accordance with the provisions set out in Schedule 41 Part 3 (Interface Services).

1.2 This protocol is intended to facilitate the following:

- that Contract Waste is delivered and received in compliance with the relevant design criteria for each Delivery Point;
- that supply of Waste matches the Waste Treatment Facility processes and capacity requirements;
- that the quality of Green Waste, Mixed Compostable Waste and Recyclable Materials delivered to the Facilities by SABC and received by Provider is consistent with the relevant Waste Reception Criteria;
- that the method of delivery of Contract Waste is consistent; and
- that the revenues from sale of Recyclable Materials and Compost are maximised.

1.3 All deliveries of Contract Waste to Delivery Points (or the relevant designated Contingency Delivery Point) will be directed to the weighbridge, and the weight, provenance and content of each vehicle shall be recorded by the Provider on arrival in accordance with the Authority's Requirements and/or the Contingency Plan.

1.4 The parties agree and acknowledge that the Provider is required to comply with all Necessary Consents for each Delivery Point and may therefore have to reject specific loads (or parts thereof).

1.5 The Provider shall ensure that any vehicles delivering Contract Waste from Districts are turned around efficiently in accordance with the obligations contained in Schedule 2 (Specification).

1.6 This Schedule also identifies the actions to be taken if it is established that the Contract Waste does not meet the appropriate Waste Reception Criteria.

1.7 If variants to the baseline set out in this Schedule 40 can be demonstrated by the Provider to have or be likely to have a material detrimental effect on the Provider's

Proposals or the Services, then the provisions of Clause 55.1 (Authority Change) shall apply.

2. **RECYCLABLE MATERIALS, GREEN WASTE AND MIXED COMPOSTABLE WASTE**

2.1 **General**

2.1.1 The following section is applicable to:

- Mixed Compostable Waste collected by SABC from 1st April 2010; and
- Recyclable Materials collected by SABC from the Service Commencement Date.

2.1.2 The Waste Reception Criteria may be varied by agreement between the Authority and the Provider, in accordance with clause 55 of this Contract (Change in Works and/or Services).

2.2 **Recyclable Materials**

2.2.1 The following materials will be collected by SABC from kerbside collections:

- paper;
- mixed cans;
- mixed glass;
- textiles; and
- batteries

2.2.2 The following Recyclable Materials will be collected from Bring Site by SABC and delivered to the relevant Delivery Point:

- paper;
- mixed cans;
- mixed glass;
- textiles;
- batteries; and
- plastic bottles.

2.2.3 Kerbside-collected Recyclable Materials will be collected on a fortnightly basis. The collections will be phased to ensure that on a weekly basis approximately half of the collection rounds will be on a Recyclable Materials collection whilst the remaining rounds will collect Residual Waste. A minority of properties will receive weekly collections of Recyclable Materials and Residual Waste only where space or access restrictions demand this.

- 2.2.4 Kerbside-collected Recyclable Materials will be collected from approximately 50% of properties on the kerbside Recyclable Materials collection scheme in each week.

2.3 **Mixed Compostable Waste Collection**

- 2.3.1 The following materials will be collected by SABC:

- Mixed Compostable Waste, from 1st April 2010.

- 2.3.2 Mixed Compostable Waste will be collected on a fortnightly basis. The collections will be phased to ensure that on a weekly basis approximately half of the collection rounds will be on a Green Waste and/or Mixed Compostable Waste collection whilst the remaining rounds will collect Residual Waste.

- 2.3.3 Mixed Compostable Waste will be segregated by householders, and placed in appropriate Receptacles.

2.4 **Contaminants and Prohibited Materials**

- 2.4.1 In determining whether Contract Waste is appropriate for the relevant Delivery Point the parties shall take into account the nature of the Waste, the relevant input characteristics as set out in this paragraph, as well as whether:

- any material which, when included within Contract Waste potentially prejudices the ability of the relevant load to be handled and processed as Mixed Compostable Waste and/or Recyclable Materials (each as the case may be); and
- any materials which, the Provider is not licensed to receive at the relevant Delivery Point are present.

For the avoidance of doubt small quantities of Contract Waste which, when separated from Mixed Compostable Waste, Recyclable Materials or Residual Waste pursuant to paragraph 2.5 below becomes (by nature of the separation) categorised as other Waste shall be treated and disposed of by the Provider in accordance with the relevant Necessary Consents and the relevant Waste shall be deemed to be Residual Waste except when the relevant Waste is deemed to be Hazardous Waste.

2.5 **Rejection Criteria**

The criteria for determining whether a load (or loads) are to be rejected is described below.

- 2.5.1 Save as provided for in paragraph 2.5.2 below, any load containing Contaminants in excess of the proportions given in Tables 1 to 3 of this Schedule 40, shall be capable of being rejected by the Provider.

- 2.5.2 A load shall not be rejected where:

- [Prohibited Materials] (as described in the Prohibited Materials column of the relevant table) can be readily removed; and/or
- where applicable, the level of Contaminants can be brought within the maximum allowable indicated in Tables 1 to 3,

by minimal and safe (assuming normal personal protective equipment e.g. gloves, steel soled boots etc.) hand sorting or picking by the Provider.

2.5.3 Any Mixed Compostable Waste and Recyclable Materials, that contains a level of Contaminants over and above the maximum allowable amount as set out in Tables 1 to 3 below, which is not capable of being hand sorted or picked in accordance with paragraph 2.5.2 above shall, where it cannot reasonably be Composted and/or Recycled, be considered to be Residual Waste.

2.5.4 Any Contract Waste delivered to Delivery Points by SABC, which when separated from Mixed Compostable Waste, Recyclable Materials or Residual Waste, becomes by virtue of separation, in accordance with paragraph 2.5.2 above, Ad Hoc Waste (including, but not limited to, Hazardous Waste) shall be separately recorded by the Provider. For the avoidance of doubt the Provider's record shall detail the weight, provenance and content of such Ad Hoc Waste.

3. LOAD ACCEPTANCE/REJECTION PROCEDURE

3.1 Point of Responsibility

3.1.1 In determining if a load complies with the relevant Waste Reception Criteria the Provider and the Authority shall, in good faith, follow the load evaluation procedure outlined below.

3.1.2 The Provider shall be responsible for monitoring loads for compliance with the Waste Reception Criteria. Loads shall be deemed to comply with Waste Reception Criteria where the Provider has not rejected them in accordance with paragraph 3.2 below.

3.2 Notification and Inspection

3.2.1 The Provider shall, as soon as reasonably practicable and in any event within 2 hours of such loads being identified, notify the Authority Representative by telephone of loads that do not comply with relevant Waste Reception Criteria (a "Rejected Load"). The Provider shall confirm the basis for rejecting any such load in writing as soon as reasonably practicable and in any event prior to such waste being treated or disposed of in a different manner (the "Rejection Report"). Where practicable, the driver of the vehicle will be notified of the non-compliance before he leaves the [S]ite.

3.2.2 Except in cases of emergency, or regulatory restriction, the Rejected Load shall be stored separately at the relevant Site for up to 1 Business Day following notification to enable a joint inspection with the Authority and the relevant District.

3.2.3 The Provider shall provide digital photographs and a brief written report to the Authority's Representative of the load as soon as reasonably practicable. The Authority's Representative may upon receipt of the Rejection Report either:

- agree with the Provider's assessment that the load is rejectable and authorise the Provider to reject the load in accordance with this protocol; or

- request a joint inspection with the Provider which shall be carried out by both the Authority Representative and Provider Representative within [five (5)] Business Days from the date of receipt of such a request by the Provider on a date agreed between the parties.¹

For the avoidance of doubt in the absence of a request for and/or a failure to attend a joint inspection as provided for above any such load shall be deemed to be a Rejected Load.

3.2.4 Where the Provider and the Authority agree that any load delivered fails to meet the relevant Waste Reception Criteria, pursuant to paragraph 2.5 the load shall (to the extent reasonably practicable) be accepted by the Provider at the relevant Delivery Point and treated at the relevant Waste Management Facility or, to the extent it is not reasonably practicable, the load shall be removed by the Provider for [Treatment²] or other form of processing and/or disposal (as the case may be).

3.2.5 Where the Provider and Authority fail to agree that a load does or does not comply with the Waste Reception Criteria the load shall be subject to nomenclature independent testing in accordance with Good Industry Practice ("Controlled Processing"). Controlled Processing shall involve the testing of an agreed sample (or the whole load in the event of failure to agree a sample) to determine the nature, weight and impact on the process of such Contaminants and Prohibited Materials.³

3.2.6 Where Controlled Processing determines that a load failed to meet the relevant Waste Reception Criteria the costs of the Controlled Processing shall be borne by the Authority, otherwise the costs of the Controlled Processing shall be borne by the Provider.

3.3 **Liaison between the Parties**

3.3.1 In the event that a load, which is not a Rejected Load, may have failed to meet the Waste Reception Criteria the Provider shall provide the Authority with reasonable details of the failure concerned. Following receipt of such notice, the Authority shall use its reasonable endeavours to ensure that the source of the Contaminants or Prohibited Materials is identified and future Contaminants minimised and Prohibited Materials [prevented].

3.3.2 The Provider shall attend meetings⁴ with the Authority as requested to consider quality issues and rejection problems and seek agreement of remedial action in accordance with the provisions of this Contract.

4. **WASTE RECEPTION CRITERIA TABLES**

4.1.1 The tables set out below shall constitute the Waste Reception Criteria in respect of:

- Mixed Compostable Waste;

¹ Authority to confirm the relevant number of Business Days. Drafted

² Definition of "Treatment" to be provided at Schedule 1

³ Query whether a time period should be prescribed in order to control any joint appointment of an independent tester and determination of any dispute. ? Could we simply refer this to Clause 63 – Dispute Resolution?

⁴ Authority to confirm whether it requires a certain frequency for such meetings. Amended in drafting

- Recyclable Waste;
- Residual Waste;
- WTF Waste, and;
- Street Cleansing Waste.

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Table 1:- NOT USED

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Table 2: Waste Reception Criteria for Mixed Compostable Waste

RANGE	TARGETED MATERIAL	PROHIBITED MATERIALS	CONTAMINANTS
<p>[Organic food] and Green Waste and Cardboard materials suitable for Composting in a Mixed Compostable Waste Composting facility.</p>	<p>Mixed Compostable Waste comprising Food Waste, Green Waste and Cardboard materials from separately collected kerbside collections.</p> <p>Food Waste including, but not limited to: fruit, vegetable, fruit & vegetable peelings and salad, cooked food, meat, fish and bones, egg shells, bread and cakes, tea bags and coffee grounds.</p> <p>Green Waste consisting of leaves, flowers and plants, grass cuttings, hedge and tree prunings and similar materials and incidental (<1% by weight) quantities of soil and small (<50mm) stones.</p> <p>Cardboard shall be generally plain brown cardboard boxes and packaging, or cardboard/paper egg boxes.</p>	<ul style="list-style-type: none"> • Hazardous Waste • Clinical Waste • Loads which are predominantly liquids or sludge 	<ul style="list-style-type: none"> • woody matter exceeding 100mm in diameter. • Stones/rubble > 100mm diameter. • Tetrapak or similar packaging. • Plastic. <p>All other Contract Waste not otherwise referred to in this Table 2.</p>
<p>Any load containing Contaminants in excess of 1% by weight may, subject to the provisions of paragraph 2.5.2, be rejected by the Provider.</p>			
<p>Loads in excess of the maximum weekly input may also be rejected.</p>			

Table 3: Waste Reception Criteria for Recyclable Materials

RANGE	TARGETED MATERIAL	PROHIBITED MATERIALS	CONTAMINANTS
PAPER - ALL TYPES OF HOUSEHOLD PAPER & CARDBOARD	Newspapers, periodicals and magazines, catalogues, telephone directories excluding Yellow Pages, cereal boxes, paper egg boxes, paper & card food packaging, All types of uncontaminated household paper, greetings cards and junk mail, envelopes, stationery type paper.	<ul style="list-style-type: none"> • Hazardous Waste • Clinical Waste 	<ul style="list-style-type: none"> • Tetrapak or similar packaging. • Plastic (film or tape). • All other Contract Waste not otherwise referred to in this row of Table 3.
PLASTIC BOTTLES	[HDPE, PET, PP] ? and PVC plastic bottles which normally contain beverages and cleaning products used in the home.	<ul style="list-style-type: none"> • Hazardous Waste • Clinical Waste 	All other Contract Waste not otherwise referred to in this row of Table 3.
CANS - STEEL & ALUMINIUM	Food & drink cans, cans which normally contain food or beverages used in the home, aluminium foil and aluminium foil trays.	<ul style="list-style-type: none"> • Hazardous Waste • Clinical Waste 	All other Contract Waste not otherwise referred to in this row of Table 3.
GLASS - BOTTLES & CONTAINERS	Food & drink bottles and containers which normally contain food or beverages used in the home, mixed colour or colour sorted (green, brown, clear).	<ul style="list-style-type: none"> • Hazardous Waste • Clinical Waste 	All other Contract Waste not otherwise referred to in this row of Table 3.
MIXED CARD	Corrugated cardboard, paper and board packaging from consumer items used in the household.	<ul style="list-style-type: none"> • Hazardous Waste • Clinical Waste 	All other Contract Waste not otherwise referred to in this row of Table 3.
BATTERIES	Dry-cell batteries, including but not limited to primary batteries (zinc-carbon, alkaline- manganese, mercury, lithium, zinc-air, silver oxide) and	<ul style="list-style-type: none"> • Wet-cell batteries 	All other Contract Waste not otherwise referred to in this row of

RANGE	TARGETED MATERIAL	PROHIBITED MATERIALS	CONTAMINANTS
	secondary (nickel-cadmium, nickel metal hydride, nickel-zinc, lithium ion and lithium polymer)		Table 3.
HOUSEHOLD TEXTILES AND CLOTHING	All types of household textiles and clothing, leather, shoes, handbags	<ul style="list-style-type: none"> • Hazardous Waste • Clinical Waste • Carpets 	All other Contract Waste not otherwise referred to in this row of Table 3.
<p>Any load containing Contaminants in excess of 1% by weight may, subject to the provisions of paragraph 2.5.2, be rejected by the Provider.</p> <p>Loads in excess of the maximum weekly input may also be rejected.</p>			

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5. RESIDUAL WASTE AND WTF WASTE

5.1.1 SABC will collect Residual Waste from properties in accordance with section 45(1)(a) of the Environmental Protection Act 1990. Such Waste shall be delivered to and accepted at the WTF as SABC Direct Delivered Waste in accordance with the provisions of Schedule 41 (Interface Services).

5.1.2 In those areas¹ covered by the Mixed Compostable Waste collection scheme, the Residual Waste collection scheme will be operated as an alternate weekly collection with Mixed Compostable Waste. The collections will be phased to ensure that on a weekly basis approximately half of the collection rounds will be on a Mixed Compostable Waste collection whilst the remaining rounds will collect Residual Waste. In those areas not covered by the Mixed Compostable Waste collection scheme, the Residual Waste collection scheme is operated as a weekly collection.

5.1.3 Table 4 sets out the Waste Reception Criteria for Residual Waste

Table 4: Waste Reception Criteria for Residual Waste

ACCEPTABLE MATERIAL	PROHIBITED MATERIALS
All types of Non-Hazardous Waste. ²	Hazardous Waste which is distinguishable from the remainder of the Residual Waste.

5.1.4 Following partial termination of the Collection and Recycling Services, SABC will be required to deliver SABC Direct Delivered Waste and the new CRSP will be required to deliver Residual Waste to the Waste Treatment Facility, such material to be defined as "WTF Waste".

5.1.5 Table 5 sets out the Waste Reception Criteria for WTF Waste.

Table 5: Waste Reception Criteria for WTF Waste

ACCEPTABLE MATERIAL	PROHIBITED MATERIALS
Residual Waste	Loads substantially comprising Rubble ³ , Recyclable Materials, Compostable Waste, Clinical Waste, Hazardous Waste and/or Bulky Household Waste.

5.2 Protocol for dealing with Rejected Loads

¹ Insert appropriate reference to Specification.

² Definition needs to be included in the Project Agreement. Suggest "non-hazardous waste as defined in Regulation 7(3) of the Landfill (England and Wales) Regulations 2002 (SI 1559).

³ Definition required at Schedule 1

- 5.2.1 Any Rejected Load shall be dealt with by the Provider in accordance with paragraph 3 above.
- 5.2.2 The Provider shall dispose of such Waste at the alternative disposal point(s) identified with the Authority, subject to the terms of the Contract.
- 5.2.3 If additional costs are incurred in handling, transporting or disposing of the Rejected Load, such costs shall be recovered through the Ad Hoc Waste payment pursuant to the Schedule 7a (Payment Mechanism).

6. STREET CLEANSING WASTE

- 6.1.1 Table 5 sets out the Waste Reception Criteria for Street Cleansing Waste.

Table 5: Waste Reception Criteria for Street Cleansing Waste

ACCEPTABLE MATERIAL	PROHIBITED MATERIALS
Waste from the cleansing of all public highways, public areas, footpaths, footways, gully emptyings and road sweepings and other relevant land and the emptying of litter bins as collected by or on behalf of the Authority under sections 89(1)(a) and 89(2) of the EPA	Hazardous Waste and Wastes not permitted by the relevant Necessary Consents.

6.2 Protocol for dealing with Rejected Loads

- 6.2.1 Any Rejected Load shall be dealt with by the Provider in accordance with paragraph 3 above.
- 6.2.2 The Provider shall dispose of such waste at the alternative disposal point(s) identified with the Authority, subject to the terms of the Contract.
- 6.2.3 If additional costs are incurred in handling, transporting or disposing of the Rejected Waste, such costs shall be recovered through the Ad Hoc Waste payment pursuant to the Schedule 7a (Payment Mechanism).

7. COLLECTION VEHICLE FLEET

7.1 Vehicle Types

- 7.1.1 Vehicles delivering Contract Waste to Delivery Points shall have the following attributes [to be confirmed]:
 - gross weight no greater than 26,000 kilograms;
 - width no greater than 3 metres;
 - height no greater than 4 metres;

- tipping height no greater than 7 metres; and
- turning circle no greater than 22 metres.

7.2 **Authorised Vehicles**

7.2.1 At the Service Commencement Date, the Authority shall supply a list of the Authorised Vehicles from the Districts which may require access to Delivery Points.

7.2.2 The Authority shall provide the Provider with a copy of such updated lists within a reasonable period following the updated list being finalised.

7.3 **Replacement Vehicles**

7.3.1 At the Service Commencement Date, the Districts will be using the following vehicle types: [to be completed]

- Street Cleansing Waste from Bridgnorth District Council:
 - []
- Street Cleansing Waste from North Shropshire District Council:
 - []
- Street Cleansing Waste from Oswestry Borough Council:
 - []
- Street Cleansing Waste from Shrewsbury and Atcham Borough Council:
 - []
- Street Cleansing Waste from South Shropshire District Council:
 - []
- Recyclable Materials from Shrewsbury and Atcham Borough Council:
 - []
- Green Waste from Shrewsbury and Atcham Borough Council:
 - []
- Residual Waste from Shrewsbury and Atcham Borough Council:
 - []

7.3.2 Prior to replacing any vehicles that will be used by Districts for the purposes of delivering Contract Waste to Delivery Points, the Authority shall, where the vehicle types or tipping mechanisms change, consult the Provider regarding the necessary operational requirements of such vehicles.

- 7.3.3 The Provider shall, as soon as reasonably practicable and in any event within 10 Business Days of notification pursuant to paragraph 7.3.2 above, notify the Authority of any concerns that it may have with regard to the operation and use of such vehicles at the Delivery Points. Where the Provider fails to notify or decides not to comment to the Authority on the relevant vehicle such vehicle shall be deemed to be acceptable by the Provider for use at the relevant Delivery Point.
- 7.3.4 Following any notification by the Provider pursuant to paragraph 7.3.3 above the Authority shall (acting reasonably) take account of any reasonable representations made by the Provider as to the appropriateness of such vehicles.

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Schedule 42 - Non-Contract Waste Protocol

General

1. This Schedule 42 (Non-Contract Waste Protocol) sets out the procedure to be followed where the Provider proposes to Handle Non-Contract Waste at the Project Facilities.

Contract Waste Priority

2. The Provider shall Handle all Contract Waste at Project Facilities, to the extent that it is within the capacity of the relevant Project Facility and complies with the Necessary Consents of the Project Facilities (including for the WTF) in priority to Handling Non-Contract Waste.
3. The Provider shall not Handle Non-Contract Waste at the Project Facilities if to do so would prejudice the Provider's ability to meet its obligations as set out in this Schedule 42 (Non-Contract Waste Protocol) and Schedule 2 (Specification).

WTF Non-Contract Waste

4. In the event that the quantity of Residual Waste arising within the administrative boundary of SABC plus 85% of the quantity of Residual Waste arising in the remainder of the Contract Area is sufficient to allow the WTF to operate continuously at its optimum performance, the Provider shall not be entitled to receive Non-Contract Waste at the WTF.
5. In the event that the aggregate Tonnage of Residual Waste arising within the administrative boundary of SABC plus 85% of the Tonnage of Residual Waste arising within the remainder of the Contract Area is not sufficient to allow the WTF to operate continuously at its optimum performance, for whatever reason, the Provider may choose to utilise the additional capacity using Non-Contract Waste.

Third Party Contract Arrangements

6. In the event that the Provider proposes to enter into contracts with third parties to Handle Non-Contract Waste at the Project Facilities, including accepting Non-Contract Waste on an ad hoc basis at IWMFs, the Provider shall use all reasonable endeavours to procure that such third party contracts are secured at the highest commercial price reasonably obtainable.
7. No less than twenty (20) Business Days prior to entering into any third party contract to Handle Non-Contract Waste at the Project Facilities, the Provider shall present a proposal to the Authority setting out:
 - a. the proposed contracting party to the contract;
 - b. how much Non-Contract Waste the Provider proposes to Handle;
 - c. over what period the proposed contract is intended to be let;
 - d. the total revenue which would be received by the Provider for receiving, Handling, transporting, processing, Treating and/or disposing of Non-Contract Waste at the relevant Project Facility;

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- e. all costs likely to be incurred by the Provider for which revenue is received associated with the receiving, Handling, transporting, processing and/or Treating and disposing of Non-Contract Waste at the relevant Project Facility;
 - f. reasonable evidence to demonstrate that the proposed price represents the highest commercial price reasonably obtainable; and
 - g. reasonable evidence to demonstrate the likely impact on the Services of handling such Non-Contract Waste.
8. The provisions of this Schedule 42 (Non-Contract Waste Protocol) shall apply to all Non-Contract Waste which the Provider proposes to Handle at any Project Facility.

Authority Approval

9. Subject to paragraph 10 below, the Provider shall comply with the provisions of paragraph 7 above in relation to all dealings with Non-Contract Waste and shall be required to obtain the Authority's prior written approval (which shall not be unreasonably withheld or delayed) to Handle Non-Contract Waste that is Household Waste, which consent the Authority may at its absolute discretion withhold such consent, unless, in respect of the WTF, the Provider can demonstrate to the satisfaction of the Authority, acting reasonably, that rejection of a proposal to Handle Non-Contract Waste would result in the failure of the WTF to meet any of its obligations under the Contract.
10. With respect to any proposal to Handle Non-Contract Waste that is not Household Waste, the Provider shall not be required to notify the Authority in advance of those matters set out at paragraph 7 above where:
- A) the proposed contract is a contract to Handle a total of two thousand (2,000) Tonnes or less of Non-Contract Waste per annum at any Project Facility;
 - B) the proposed contract is a contract to Handle five hundred (500) Tonnes or less of Non-Contract Waste at any Project Facility within three (3) Business Days of a verbal agreement, exchange of correspondence or such contract being entered into; or
 - C) the Non-Contract Waste is included in the Base Case Model.

Payment

11. Payment for Non-Contract Waste shall be in accordance with Schedule 7a (Payment Mechanism).

Schedule 43

SABC Collection Services Development Protocol

1. Introduction

1.1 Context

- 1.1.1 This Schedule defines the principles for the procedures and obligations of both parties regarding the development and implementation of proposals for delivering Collection Services within the administrative boundary of SABC.
- 1.1.2 The Authority and the Provider shall work in partnership in accordance with the indicative procedure set out in paragraphs 2 to 4 of this Schedule 43 (SABC Collection Services Development Protocol), or such other procedure as may be agreed by the Parties from time to time acting reasonably.

1.2 Scope

- 1.2.1 The following Services are to be provided in relation to the development and implementation of SABC Collection Services:
- a) SABC Collection Services options assessment procedure (see section 2);
 - b) SABC Collection Services approval procedure (see section 3);
 - c) SABC Collection Services preferred option development procedure (see section 4)
 - d) Once agreement is reached in respect of SABC Collection Services such that it becomes an Approved Project the Provider shall implement SABC Collection Services from the SABC Collection Date through an Authority Change mechanism pursuant to Clause 55.1, to be valued in accordance with Schedule 37 (Unitary Charge Adjustment Mechanism);

1.3 Value for Money

- 1.3.1 It is a key requirement that the Provider is able to demonstrate value for money to the Authority in relation to the delivery of SABC Collection Services. In particular, the Provider undertakes that, if required, at the SABC Collection Date, it will undertake the SABC Collection Services delivered by SABC at a lower cost than that incurred by SABC immediately before the SABC Collection Date, taking into account any agreed pay awards pending and a proper accounting of costs in accordance with relevant accounting standards. This requirement is to be satisfied by the provisions of the SABC Collection Services Approval Procedure.

2. SABC Collection Services Options Assessment Procedure

2.1 This paragraph 2 sets out the indicative activities to be performed by the Authority and the Provider in identifying and assessing options for the SABC Collection Service, and identifies the Authority’s inputs and Provider outputs that will be required to complete each of the activities in partnership.

2.2 The SABC Collection Services options assessment procedure includes the following activities, as defined in Table 2.1 below:

- Prepare outline proposals for alternative solutions for SABC Collection Services;
- Identify the preferred solution and define the cost;
- Demonstrate that the preferred solution represents value for money;
- Value the trade waste business;
- Achieve stakeholder support and buy-in for the preferred solution;
- Develop a risk register identifying all material risks to implementing the preferred solution.

2.3 Table 2.1 below set out the indicative activities that will be required (where relevant) to be performed while carrying out the SABC Collection Services options assessment procedure and identifies the roles and responsibilities of the Provider and the Authority and the output or deliverable, with associated timescale that will be required to complete each of the activities in partnership.

Table 2.1 - Activities relating to SABC Collection Services options assessment procedure

	Task	Authority Role	Provider Role	Output	Timescale
2.1	Prepare outline proposals for alternative solutions for SABC Collection	Assist the Provider in the development and review of the proposals through the provision of:	Request and understand Authority’s views and requirements.	Costed proposals for alternative technical and service solutions for SABC Collection	Following an instruction from the Authority and provision of the specification and

	Task	Authority Role	Provider Role	Output	Timescale
	Services.	<p>a) A specification for the various options to be considered by the Provider, which as a minimum shall include (if different):</p> <ul style="list-style-type: none"> o the baseline service being provided by SABC at the time; o the minimum specification for Collection Services defined in paragraph 7 of Schedule 2 (Specification) o the Collection Services being delivered by the Provider in the Collection Contract Area; o other specifications as the Authority may reasonably require. <p>b) relevant Authority Information reasonably requested by the Provider, including but not limited to the following:</p> <ul style="list-style-type: none"> o The number of operators and staff, grades, their pay rates and any overtime or bonus entitlements. o TUPE list. 	<p>Develop and recommend costed proposals for reasonable alternative technical solutions for SABC Collection Services, based on the specifications provided by the Authority and any variants proposed by the Provider, taking account of as a minimum:</p> <ul style="list-style-type: none"> • Recycling performance; • Landfill diversion performance; • Requirement for new infrastructure; • Synergies with the Collection Service being delivered by the Provider; • new build and refurbishment options; • staff transfer, including admission to the Admitted Body Pension Scheme; • Equipment transfer; • whole life costings; and 	Services.	relevant Authority information referred to, the Provider shall provide costed proposals within 20 Business Days

	Task	Authority Role	Provider Role	Output	Timescale
		<ul style="list-style-type: none"> ○ The number of households broken down to residual waste, recycling-type / frequency and collection area. ○ Mileage travelled by vehicle per route. ○ Waste collection methodology – bins or sacks. ○ Weights being collected by round. ○ Detail on numbers of multi occupancy properties and any special collection arrangements which apply ○ The number of 'assisted' collections. ○ Total number of lifts broken down per day. ○ Number of vehicles, and assets to transfer. ○ Any outstanding leases / maintenance to be included in contract. ○ Depot facility and any costs associated. <ul style="list-style-type: none"> ● introductions to relevant Authority stakeholders. 	<ul style="list-style-type: none"> ● risk analysis; <p>Identify any underlying assumptions associated with the proposals.</p>		

	Task	Authority Role	Provider Role	Output	Timescale
2.2	Identify the preferred solution	<p>Review, discuss and provide comment on the Provider proposals.</p> <p>Liaise with stakeholders as required.</p> <p>Agree the preferred solution.</p>	<p>Liaise with the Authority to provide clarifications and amendments as required on any part of the proposals.</p> <p>Support the Authority in liaison with stakeholders</p>	A description of the preferred solution and its estimated cost.	Within 10 Business Days of receipt of costed proposals.
2.3	Demonstrate value for money and affordability of SABC Collection Services	<p>Assist the Provider in the review of the estimated project price through the provision of relevant Authority Information reasonably requested by the Provider.</p> <p>Review, discuss and provide comment on the Provider's value for money and affordability analysis.</p>	<p>Demonstrate that the preferred solution delivers value for money by:</p> <ul style="list-style-type: none"> a) pursuant to paragraph 1.3.1, showing that the proposals for the baseline service being provided by SABC at the time are at a lower cost than the relevant cost to SABC; b) demonstrating the cost variances to the baseline solution using the relevant inputs in the [SABC Collection Financial Model] and comparators in the Base Case model. c) Identifying and quantifying synergies between Collection 	Evidence that the preferred proposal represents value for money report.	Within 10 Business Days of identifying the preferred solution.

	Task	Authority Role	Provider Role	Output	Timescale
			<p>Services in SABC and Collection Services in the rest of the Contract Area.</p> <p>d) providing evidence of the cost is less than comparable benchmarks.</p>		
2.4	Value the trade waste business	Provide the Provider with any additional relevant and available information to facilitate valuation of SABC's trade waste business	<p>Provide a valuation of the SABC trade waste business based on the following principles:</p> <p>a) confirmation of the costs associated with operating the trade Waste business using the relevant parameters in the Base Case Model</p> <p>b) confirmation of revenues</p> <p>c) use of an EBIT valuation multiple of 5.</p>	A valuation of the trade waste business	Within 20 Business Days of Authority's instruction pursuant to 2.1 above.
2.5	Achieve stakeholder support and buy-in for the preferred solution	Assist with, liaise and consult with local stakeholders, as identified by the Authority, which may include local councillors, regulatory	Work closely with the Authority identified local stakeholders to achieve support for SABC Collection Services either	Evidence of stakeholder support for SABC Collection Services.	Within 10 Business Days of identifying the preferred solution.

	Task	Authority Role	Provider Role	Output	Timescale
		authorities and Customers on the proposed SABC Collection Services.	through holding workshops, formal meetings, town hall meetings, consultation exercises etc.		
2.6	Develop a risk register identifying all material risks to implementing the preferred solution.	<p>Assist the Provider in the development of the risk register through the provision of:</p> <ul style="list-style-type: none"> • relevant Authority Information reasonably requested by the Provider; • introductions to relevant Authority stakeholders to provide feedback on the proposals; <p>Review, discuss and provide comment on the Provider proposals.</p>	Develop and propose a risk register in consultation with relevant stakeholders for SABC Collection Services.	Agreed risk register.	Within 10 Business Days of identifying the preferred solution.

3. SABC Collection Services Approval Procedure

3.1 This paragraph 3 sets out the indicative activities to be performed by the Authority and the Provider in seeking the required approval to deliver SABC Collection Services, and identifies the Authority’s inputs and Provider outputs that will be required to complete each of the activities in partnership.

3.2 The SABC Collection Services approval procedure includes the following activities, as defined in Table 3.1 below:

- develop the preferred solution;
- confirm the cost of preferred solution;
- develop a mobilisation plan;
- prepare reports for approvals;
- secure required approvals.

3.3 Table 3.1 below set out the indicative activities that will be required (where relevant) to be performed while carrying out the SABC Collection Services approval procedure and identifies the roles and responsibilities of the Provider and the Authority and the output or deliverable, with associated timescale that will be required to complete each of the activities in partnership.

Table 3.1 - Activities relating to SABC Collection Services approval procedure

	Task	Authority Role	Provider Role	Output	Timescale
3.1	Develop the preferred solution	Assist the Provider in the development of the preferred solution through the provision of relevant and available Authority Information reasonably requested by the Provider;	Develop more detailed costings of the preferred option identified from the Options Appraisal	A draft service delivery plan for the preferred solution.	Within 20 Business Days of identifying preferred solution.

	Task	Authority Role	Provider Role	Output	Timescale
		Review, discuss and provide comment on the Provider proposals			
3.2	Confirm the cost of the preferred solution	Assist the Provider in the confirmation of the project price through the provision of relevant Authority Information reasonably requested by the Provider Review, discuss and provide comment on the Provider proposals.	Calculate the project price based on the Base Case Model and Schedule 37 (Unitary Charge Adjustment Protocol)	A detailed financial model for the preferred solution.	Within 20 Business Days of identifying the preferred solution.
3.3	Develop a mobilisation plan		Consider the approach to managing the following: a) staff transfer b) Equipment transfer c) property issues d) managing change	A list of actions to be undertaken with an agreed implementation programme	Within 20 Business Days of identifying the preferred solution.
3.4	Prepare reports for approvals	Preparation of committee reports, as required, for the implementation of the preferred solution and/or the sale of the trade waste business.	Support the Authority in its preparation of reports.	Committee reports	Within 30 Business Days of identifying the preferred solution.
3.5	Secure required approvals	Submit committee report	Support Authority	Delegation of responsibility to the Authority's Representative to implement the SABC Collection Services through an Authority Change mechanism	Within 40 Business Days of identifying the preferred solution.

4. SABC Collection Services Preferred Option Development Procedure

4.1 This paragraph 4 sets out the indicative activities to be performed by the Authority and the Provider in developing the preferred option such that an Authority Change mechanism can be implemented, and identifies the Authority’s inputs and Provider outputs that will be required to complete each of the activities in partnership.

4.2 The SABC Collection Services preferred option development procedure includes the following activities, as defined in Table 4.1 below:

- updating the Base Case model;
- agreement of the revised Service Delivery Plan;
- confirmation of Staff transfer arrangements and documentation;
- confirmation of property transfer arrangements and documentation;
- confirmation of Equipment transfer arrangements and documentation;
- implement Authority Change mechanism.

4.3 Table 4.1 below set out the indicative activities that will be required (where relevant) to be performed while carrying out the SABC Collection Services preferred option development procedure and identifies the roles and responsibilities of the Provider and the Authority and the output or deliverable, with associated timescale that will be required to complete each of the activities in partnership.

Table 4.1 - Activities relating to SABC Collection Services preferred option development procedure

	Task	Authority Role	Provider Role	Output	Timescale
4.1	Updating the Base Case model	Review revised Base Case model	Provide revised Base Case model	Revised Schedule 5 (Base Case Model)	Within 20 Business Days of obtaining Authority approval.
4.2	Agreement of the	Review and approval of revised	Submission of revised	Revised SDP	Within 20 Business Days

	Task	Authority Role	Provider Role	Output	Timescale
	revised Service Delivery Plan;	SDP in accordance with the provisions of Schedule 9	SDP in accordance with the provisions of Schedule 9 (Review Procedure)		of obtaining Authority approval.
4.3	Confirmation of Staff transfer arrangements and documentation				Within 20 Business Days of obtaining Authority approval.
4.4	Confirmation of property transfer arrangements and documentation				Within 20 Business Days of obtaining Authority approval.
4.5	Confirmation of Equipment transfer arrangements and documentation				Within 20 Business Days of obtaining Authority approval.
4.6	Implement Authority Change mechanism	As per Clause 55.1	As per Clause 55.1	Revised contract to implement SABC Collection Services	Within 30 Business Days of obtaining Authority approval.

