

**DEVON COUNTY COUNCIL
ENVIRONMENT DIRECTORATE**

WASTE DISPOSAL AUTHORITY

WASTE DISPOSAL CONTRACT

NOVEMBER 2002

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**DEVON COUNTY COUNCIL
ENVIRONMENT DIRECTORATE**

WASTE DISPOSAL CONTRACT

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ARTICLES OF AGREEMENT

DEVON COUNTY COUNCIL

ARTICLES OF AGREEMENT AND CONDITIONS OF CONTRACT
OF A CONTRACT
FOR WASTE DISPOSAL IN THE COUNTY OF DEVON

THIS CONTRACT is made the 31st day of July 1998 between

of
DEVON COUNTY COUNCIL
COUNTY HALL, TOPSHAM ROAD, EXETER, DEVON.

("the Authority") of the one part and

of
DEVON WASTE MANAGEMENT LIMITED
CRANMERE COURT, MATFORD BUSINESS PARK, EXETER, EX2 8PW

("the Contractor") of the other part.

WHEREAS

- (1) The Authority wishes to have provided a Waste Disposal Service for that part of the area of the Authority and of a nature as set out in the Contract for the Contract Price namely.

for the

COUNTY OF DEVON

- (2) The Contractor is willing to perform such Service in accordance with the provisions of the Contract and at the Contract Price.

NOW IT IS AGREED between the Authority and the Contractor as follows:-

1. This Contract constitutes the sole contract or agreement between the Authority and the Contractor for the performance by the Contractor of the Service.
2. The Contractor shall provide the Service in accordance with the provisions of the Contract and to the satisfaction of the Authority for the Contract Period.
3. So long as the Contractor shall continue to comply with Article 2 hereof the Authority shall pay the Contract Price and all other sums lawfully due in accordance with the provisions of the Contract to the Contractor.
4. The Conditions (including the Schedules) annexed to these Articles shall have effect.

IN WITNESS WHEREOF in execution as a deed the Authority has caused its to be hereunto affixed and the Contractor has caused its Common affixed/executed this Contract as a Deed/set his/her hand and seal appropriate) the day and year first before written.

DEVON COUNTY COUNCIL

ARTICLES OF AGREEMENT AND CONDITIONS OF CONTRACT
OF A CONTRACT FOR WASTE DISPOSAL IN THE
COUNTY OF DEVON

THE COMMON SEAL of Devon County Council

was hereunto affixed in execution as a deed

in the presence of:-

THE COMMON SEAL of Devon Waste Management

was hereunto affixed in execution as a deed

in the presence of:-

CONTRACT CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions and in the Articles, except where the context otherwise requires, the following expressions shall have the meanings hereby ascribed to them: -

- 1.1.1 “Articles” means the Articles of Agreement to which the Conditions are annexed.
- 1.1.2 “Authority” means the authority specified in the Articles of Agreement, namely Devon County Council, of County Hall, Topsham Road, Exeter, Devon and shall include any successor authority and its assigns.
- 1.1.3 “The Authority’s Premises” means any premises including landfill, transfer, waste treatment and C.A. sites owned or occupied by the Authority.
- 1.1.4 “Authority Representative” means the person appointed by the Authority under Condition 22.
- 1.1.5 “Beneficial Use” means the re-use of such processed Greenwaste as a compost, (or as a soil conditioner or soil improver), where such ‘Completed Compost’ may be used either on its own or in conjunction with other material. For the purpose of research or other trial, or other lawful purpose that at the date of Contract compost does not attract the imposition of Landfill Tax by HM Customs and Excise.
- 1.1.6 “Commencement Date” means the date from which the Contractor will provide the Service as specified in Schedule 1.1.
- 1.1.7 “Conditions” means these Contract Conditions including the Schedules.
- 1.1.8 “Contract” means the agreement entered into between the parties including the Articles and Conditions (including the Schedules and Appendices).
- 1.1.9 “Contract Period” means the period defined at Particular Sch 1.1 in Schedule 1.
- 1.1.10 “Contract Price” means the price per tonne for providing the service as described in Schedule 2.
- 1.1.11 “Contract Standard” means such standard as complies in each and every respect with all relevant provisions of the Contract and where and to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Authority Representative.
- 1.1.12 “Contractor” shall be as defined in the Articles of Agreement.
- 1.1.13 “Contractor’s Representative” means the person appointed by the Contractor under Condition 22.
- 1.1.14 “Costs, Rates and Prices” When used in this contract shall be deemed to be inclusive of all overheads and on-costs, Value Added Tax excepted, unless expressly stated otherwise.

CONTRACT CONDITIONS

- 1.1.15 “Delivery Point” or “Delivery Points” shall have the meaning given to them in Schedule 3.
- 1.1.16 “Environmental Audit” shall have the meaning ascribed to it in Schedule 18.
- 1.1.17 “‘Finished’ Compost” means compost that following sampling and testing is acceptable for Sale or Beneficial Use.
- 1.1.18 “Environmental Charter” shall have the meaning ascribed to it in Schedule 18
- 1.1.19 “Greenwaste” means any shrubbery or woody garden material (not exceeding 150mm in diameter) and grass clippings of any leafy material deposited by the Public or material collected by the WCA as a function of street sweepings of rural roads classed as Domestic Waste (drained of all road liquors and specifically excluding such potentially polluted leafy material collected from Town or City roads). Other than material rejected by the agreement of the Authority Representative.
- 1.1.20 “Index” means the index referred to at Particular Schedule 1.4 in Schedule 1 as defined Schedule 13 Paragraph 13.1. The application of RPI Changes will be made on the Review Date every year.
- 1.1.21 “The Location” means the geographical area, district or site being the place at which the Service is to be performed by the Contractor as described in the schedules and shall include so much of the property owned or occupied by the Authority as shall be used by the Contractor with the consent of the Authority Representative in connection with such Service other than for the purpose of access to the said place.
- 1.1.22 “Month” means calendar month.
- 1.1.23 “Programme” means the programme for the execution of the Service by the Contractor in accordance with the requirements of the Contract.
- 1.1.24 “Rejects” means Greenwaste that has been classified as unacceptable for use as a composted material.
- 1.1.25 “Review Date” means the date upon which the payments will be reviewed under the contract using the Index which will be 1st April each year.
- 1.1.26 “Sale” means the lawful or Beneficial Use of compost from or on the Site whether or not consideration has been received or paid.
- 1.1.27 “Schedule” or “Schedules” means a schedule or schedules to the Conditions, and reference to a Schedule by number means the Schedules so numbered
- 1.1.28 “Service” means the disposal of the waste, the processing of Greenwaste (refer to Clause 1.1.37) and all other services provided under the Contract and includes the whole of the service to be executed, including any goods or materials to be supplied by the Contractor in accordance with the Contract, and any modifications thereto made pursuant to the Conditions.

CONTRACT CONDITIONS

- 1.1.29 “Shredded Greenwaste” means Greenwaste that has been treated by means of shredding, chopping or similar process to facilitate such composting to occur.
- 1.1.30 “The Site” means any place licensed or exempted by the Environment Agency which has all and any necessary planning consents and/or approval by HM Customs and Excise upon which the Service take place, as notified to the Authority and agreed in writing.
- 1.1.31 “Specification” means the description of the Service in Schedule 2 and any modification thereof pursuant to Condition 16
- 1.1.32 “Sub-contractor” shall mean any person (other than the Contractor) named in the Contract for any of the Service or any person to whom any part of the Contract has been sub-let with the consent in writing of the Authority representative, and the legal representatives, successors and assigns of such persons.
- 1.1.33 “Waste” means any waste specified in Sch. 2.4.
- 1.1.34 “WCA.” means the District Authority as Collection Authority pursuant to Section 30 of the Environmental Protection Act 1990.
- 1.1.35 “WDA” means the Authority as Waste Disposal Authority pursuant to section 30 of the Environmental Protection Act 1990.
- 1.1.36 “WRA” means the Authority as Waste Regulation Authority pursuant to section 30 of the Environmental Protection Act 1990.
- 1.1.37 “Week” shall mean seven consecutive days commencing on the Monday and ending the following Sunday.
- 1.2 Reference to employees of the Contractor shall be deemed to include the Contractor's agents and sub-Contractors unless the context otherwise requires.
- 1.3 Reference to time shall be construed, during the period of summertime, to be British Summer Time and otherwise to be Greenwich Mean Time.
- 1.4 All the headings in the Contract, including headings to Conditions, Schedules, Sub-conditions or Paragraphs are for ease of reference only. They are not part of the Contract, nor intended to be used as a guide to its interpretation.
- 1.5 The Contract shall be governed by and construed in accordance with English Law, and the English Courts shall have jurisdiction over any dispute or difference which shall arise between the Authority or the Authority Representative and the Contractor set out of or in connection with this Contract.
- 1.6 Any reference to the singular includes a reference to the plural, and any reference to the plural includes a reference to the singular, and any word, which refers to or implies, any gender shall include any other gender.
- 1.7 The Contract is entered into pursuant to the obligations of the Authority under Section 51 of the Environmental Protection Act 1990 and the definitions and interpretation provided in that Act apply for the interpretation of the Contract save that where the contract provides a definition that definition shall prevail over any statutory definition of the same expression.

CONTRACT CONDITIONS

- 1.8 A reference to any relevant legislation of any International Body, Act of Parliament, or to any Order, Regulation, Statutory Instrument, or the like, shall be deemed to include a reference to any amendment or re-enactment of the same.
- 1.9 “Duty to act with commercial prudence” means a duty to act with all due commercial care, prudence and foresight, to ensure that the Contractor remains a viable commercial entity and able to perform its obligations under the Contract and that it does not incur any unnecessary expenditure, but no course of action shall be a breach of the Duty if it is carried out pursuant to a requirement or request of the Authority Representative, or with his express consent in writing.

CONTRACT CONDITIONS

2. FORM OF CONTRACT

2.1 Sufficiency of Information

The Contractor shall be deemed to have satisfied itself before signing the Contract as to the accuracy and sufficiency of the rates and prices stated by the Contractor which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained itself all the necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Contractor's offer, save in respect of the matters specified in Schedule 14.

2.2 Provisions of Contract Mutually Explanatory

2.2.1 Except as otherwise expressly provided, the Provisions of the Contract are to be taken as mutually explanatory of one another. Any ambiguities or other discrepancies shall be resolved by the Authority Representative, who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.

2.2.2 In the event of any inconsistency, the Conditions (apart from the Schedules) shall prevail over the Schedules (except Schedule 8), the Articles shall prevail over both the Condition and the Schedules (except Schedule 8) and Schedule 8 shall prevail over any other provision in the Contract.

2.3 Variation of Conditions

No deletion from, addition to or alteration of the Contract shall be valid or of any effect unless agreed in writing and signed by the parties

2.4 Copyright

Copyright in the Contract documents shall vest in the Authority but the Contractor may obtain or make at his own expense any further copies required for use by the Contractor in the performance of the Service, but for no other purpose whatsoever.

CONTRACT CONDITIONS

3. GENERAL PROVISIONS

3.1 Fundamental Purpose

- 3.1.1 The fundamental purpose of the Contract is to provide a reliable, effective and satisfactory Service for the Contract Period in respect of the Waste in such a way as to protect the environment and to promote (where practicable) recycling, at a price which is reasonable, having regard to the tender of the Contractor.
- 3.1.2 The Contract is without prejudice to the Authority's powers and responsibilities as a Local Planning Authority, a Waste Regulation Authority, or any other capacity whatsoever.

3.2 Contractor's General Obligation

- 3.2.1 During the Contract Period the Contractor shall provide the Service in a proper, skilful and workmanlike manner to the Contract Standard and to the entire satisfaction of the Authority Representative, and shall employ sufficient persons sufficiently instructed, supervised and skilled, and provide sufficient plant, equipment, disposal facilities and sites to ensure that it can comply with its obligations under the Contract.
- 3.2.2 The Contractor shall at all times be under the duty to act with commercial prudence.

3.3 Sole Provision of Service

Subject to the other terms of the Contract, the Authority shall not enter into a contract with any other person for the disposal of the Waste or provision of a similar Service without the prior written consent of the Contractor.

3.4 Good Faith

Both parties will act in good faith towards each other in relation to all matters arising under this Contract and in particular:-

- 3.4.1 The Contractor will inform the Authority fully and as soon as possible of any circumstances which might prejudice the Contractor's ability to provide the Service whether temporarily or permanently;
- 3.4.2 Each party shall inform the other fully and as soon as possible of any circumstance which might lead to any substantial change in the nature, composition or amount of the Waste or any other circumstance which might alter the burden of the obligations of each party under the Contract.
- 3.4.3 The Authority Representative shall be given all information and other facilities he may require to ensure that the Contractor is fulfilling its obligations under the Contract.
- 3.4.4 The representative of the parties appointed under Condition 22 shall hold regular meetings at no less frequent intervals than those specified at particular Sch 1.6 in Schedule 1 in order to review the working of the Contract, to identify any way in which either party might be, or become, in breach of its obligations, and any necessary remedial action, and to resolve informally any problem arising as perceived by either party or its Representative.
- 3.4.5 Both parties will do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intent of this its Contract and fundamental purpose.

CONTRACT CONDITIONS

3.5 **Reasonableness**

Any act, omission, decision, requirement, agreement of, or any other step of any kind taken by either party or the Authority Representative shall be so taken reasonably and in good faith and so as not to place an undue burden upon either Party, and any reference (express or implied) to period, time, occasion, amount, price or any other matter shall be subject to the qualification of reasonableness, unless the context otherwise requires.

3.6 **Fundamental Change**

If an unforeseen fundamental change of circumstance arises of such a kind that it is no longer possible to operate the Contract according to its terms, either party may require such minimum variation in the Contract as will enable the Service to be provided for the remainder of the Contract period in accordance with the fundamental purpose of the Contract. Both parties recognise that as a result of this provision the doctrine of frustration can have only limited effect on the Contract, and, so far as they lawfully can by agreement, they exclude it from the Contract.

3.7 **Change of Law**

Without prejudice to the generality of Sub-Condition 3.6, in the event that any part of the Contract shall be or become or be declared void, invalid, illegal or unenforceable for any reason whatsoever including, but without prejudice to the generality of the foregoing, by reason of the provisions of any legislation or any other provisions have the force of law or by means of any decision of any Court or other body or authority having jurisdiction over the parties of the Contract, the parties hereby expressly agree that the remaining parts and provisions of the Contract shall continue in full force and effect with such amendments as may be agreed between the parties to ensure that the balance of obligation remains so far as possible the same as under the Contract as at present drafted as may be agreed between the parties.

3.8 **Change of Quantities**

Where, under the Contract, the Authority or the Authority Representative has the power to make any requirement of the Contractor, the cost of compliance therewith shall be born by the Contractor save in those cases listed in Schedule 15 where it is specifically indicated that the said cost shall be borne by the Authority.

CONTRACT CONDITIONS

4. BONDS AND GUARANTEES

- 4.1 On the execution of the Contract the Contractor shall, if required by the Authority, provide a Bond from a Bank or Insurance Company approved by the Authority for a sum to be determined by the Authority. The Contractor shall ensure that such Bond remains in force throughout the Contract Period and for a period of three months thereafter and the value of the Bond shall be increased each year on the anniversary of the date of the bond in accordance with the change in the Index.
- 4.2 If the Contractor is or becomes a subsidiary company within the meaning of Section 736 of the Companies Act 1985, it shall also, if required by the Authority, provide a Guarantee (in the form specified from time to time by the Authority) by its holding company or companies (as defined by the said Section 736) to secure the due performance by the Contractor of its obligations to the Authority.
- 4.3 Unless and until some other form is specified, the form and amount of bond set out in Schedule 5 and the form of guarantee set out in Schedule 6 shall be the relevant specified forms for the purposes of the Contract.
- 4.4 The amount mentioned in Sub-Condition 4.1 may only at most exceed the amount mentioned in Sub-Condition 4.3 by a percentage increase equal to the percentage increase in the Contract Price over that specifically stated in Schedule 2 in accordance with the adjustments made under the Contract.

CONTRACT CONDITIONS

5. CONTINUITY OF PERFORMANCE

- 5.1 Both parties recognise that it is of paramount importance that there is no break in the provision of any form of waste management service, and have accordingly agreed to the other requirements of this Condition 5.
- 5.2 The Contractor shall immediately notify the Authority Representative of any actual or potential industrial action, whether such action be by its own staff or others or any other contingency of any kind that affects or might affect its ability at any time to fulfil its obligations under the Contract. The Contractor shall be responsible for maintaining the Service in accordance with the terms of the Contract during any industrial action or other such contingency. The Contractor shall prepare contingency plans and arrangements and submit details thereof to the Authority Representative on request, and as necessary, implement such plans and arrangements with such amendments and modifications as the Authority Representative shall require.
- 5.3 Subject to the other provisions of this Condition, the Contractor shall not become liable for any unavoidable default in the provision of the Service by reason of any of the following factors, provided that the relevant factor or factors was or were beyond its control and not reasonably foreseeable at the time of tender:-
- (a) Act of God; or
 - (b) Any Act of Government, Queen's Enemies, Armed Conflict or the consequences or the effect of Armed Conflict; or
 - (c) Riot.
- 5.4 In the event of unavoidable default by the Contractor for any of the reasons stated in sub-condition 5.3 the Contractor shall provide the best possible substituted Service as determined by the Authority Representative. The cost of such substituted Service shall be based upon the prices specified in the Contractor's tender as and where appropriate, but otherwise at a reasonable price.
- 5.5 The Contractor shall, when required by the Authority Representative, inform him in detail of the nature and location of any operation it undertakes in pursuance of its duties under the Contract, and will at all times permit access to any such operation to the Authority Representative.
- 5.6 The Contractor shall, as and when so required by the Authority Representative, enter into such Stand By Contracts with such parties as he may determine in the form attached as Schedule 7
- 5.7 Works in Default
- If by reason of any event, accident or failure of the Service or any part thereof occurring during the performance of the Service or at any other times any Service or other work shall in the opinion of the Authority Representative be urgently necessary which the Authority Representative considers the Contractor was liable to do at *its* own expense under the Contract and the Contractor is unwilling or unable at once to carry out such Service or work it shall be lawful for the Authority to direct that the Service or other work be undertaken by others as are deemed appropriate and all costs and charges properly incurred in so doing shall on demand be paid by the Contractor to the Authority or may be deducted by the Authority from any monies due or which may become due to the Contractor. Provided always that the Authority representative shall as soon after the occurrence of any such emergency as may be reasonably practical notify the Contractor thereof in writing.

CONTRACT CONDITIONS

6. CAPACITY

- 6.1 The Contractor shall at any time as required by the Authority Representative prove to his satisfaction that it has the capacity at the date of the said requirement to dispose of the Waste for a period commencing on the date of the requirement and terminating on a date three years later or the date upon which the Contract can first be terminated by notice under Condition 11 whichever is the earlier. It shall be assumed for the purposes of this Condition that during the said period the annual amount and composition of the said waste shall not differ from the amount and composition of the said waste during the period of one year before the said requirement.
- 6.2 Before the commencement of the Contract Period the Contractor will prepare and obtain the approval of the Authority Representative to a Development plan sufficient to ensure, so far as reasonably practicable, that it will be able to carry out its obligations under the Contract.
- 6.3 The Contractor shall keep any Development Plan under this Condition 6 under such regular review as is appropriate in the circumstances of the case, advise the Authority Representative of any amendments to it which it considers appropriate, necessary or desirable and make such amendments to it as the Authority Representative may require or approve.
- 6.4 The Contractor shall implement a Development Plan under this Condition with any required or approved amendments and provide evidence to prove to the satisfaction of the Authority Representative that it is so doing, at such times as he shall direct.

CONTRACT CONDITIONS

7. LEGAL OBLIGATIONS OF THE CONTRACTOR

- 7.1.1 The Contractor shall at all times in providing the Service comply with all legal duties imposed upon it whether arising by way of statute or common law, including any provision in any site licence or planning permission or conveyance, lease or licence.
- 7.1.2 The Contractor shall not voluntarily enter into any arrangement which might result in a conflict between any such legal duty as is mentioned in Paragraph 7.1.1 and its other obligations under this Contract.
- 7.1.3 In the event of such a conflict as is mentioned in Paragraph 7.1.2. the Contractor shall use reasonable endeavours and take such steps as the Authority Representative may require, to resolve that conflict so far as possible in order to comply with the other obligations mentioned in Paragraph 7.1.2.
- 7.1.4 This Sub-Condition 7.1 shall take precedence over the other obligations of the Contractor under the Contract.
- 7.2 The Contractor shall indemnify and keep indemnified the Authority against the consequence of any breach of its obligations under sub-condition 7.1 and also against injury to, or death of, any person, or loss of, or damage to, any property, including property belonging to the Authority or any Waste Collection Authority or any other body or person lawfully authorised by the Authority to be present at any Delivery point or any other waste disposal facilities operated by the Contractor in connection with the provision of the Service except and to the extent that it may arise out of the act, omission, default or negligence of the Authority, its employees or agents, not being the Contractor or employed by the Contractor and except as aforesaid, against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 7.3 Without thereby limiting its responsibilities, under the Contract the Contractor shall make, such insurance arrangements as the Authority Representative may require in order to ensure that it can meet its obligations, and prove to his satisfaction that it has done so.
- 7.4 Nothing in the Contract shall purport to exclude or restrict the liability of either party for death or personal injury arising out of the acts or omissions of such party, its agents, employees, servants and sub-contractors.
- 7.5 Subject to the other express terms of the Contract, the following shall apply: -
- 7.5.1 The Authority's and the Contractor's liability to each other in respect of direct loss arising out of or in connection with the Contract whether arising in contract, tort or howsoever, shall be limited to the amount set out in Particular Sch 1.5 in Schedule 1. Such limit shall be adjusted automatically on each anniversary of the commencement of the Contract Period by reference to the Index and shall apply in respect of any one or connected series of events.
- 7.5.2 Neither party shall be liable for indirect or consequential loss save as provided for in Schedule 8.

CONTRACT CONDITIONS

8. DUTY OF CARE

- 8.1 Without prejudice to the generality of Condition 7, the Contractor hereby indemnifies the Authority against any damage, claim or liability of any kind in respect of any breach by the Contractor, its servants or agents of the Duty of Care under Section 34 of the Environmental Protection Act 1990 as respects any waste resulting from or coming under its control by reason of any activity or operation directly or indirectly connected with its performance of its obligations under the Contract.
- 8.2 Before the commencement of the Contract Period the Contractor shall prepare and obtain the approval of the Authority Representative to a satisfactory and practicable waste Care Plan, unless the Authority Representative has already prepared such a Plan.
- 8.3 A Waste Care Plan under this Condition 8 shall set out the arrangements the Contractor proposes to make to remove and lawfully dispose of any waste arising from any such operation or activity in such a way as to ensure that neither the Authority nor the Contractor are in breach of the said Duty of Care or any like duty under Common Law in respect of such waste.
- 8.4 The Contractor shall keep any Waste Care Plan under this Condition under such regular review as is appropriate in the circumstances of the case, advise the Authority Representative of any amendments to it, which it considers appropriate, necessary or desirable, and make such amendments to it as the Authority Representative shall direct or approve.
- 8.5 The Contractor shall implement a Waste Care Plan under this Condition with any such directed or approved amendments.
- 8.6 The Contractor shall not at any time whether during or after the Contract seek to make the Authority liable for environmental damage or impairment or pollution arising from the disposal of the waste by the Contractor.

CONTRACT CONDITIONS

9. METHOD OF WORKING

9.1 General

The Contractor shall employ the method of waste disposal (if any) specified in Schedule 4 and no other, save on specific instructions or with the agreements of the Authority Representative. The Contractor shall comply with any such requirements of the Authority Representative under this Condition. Any changes in the said method under this Condition shall be a modification under Condition 16.

9.2 Waste Disposal

9.2.1 The Contractor shall dispose of waste as set out in Schedule 2.1 Description of Service.

9.2.2 The Parties express their support for the Waste Management Strategy set out in Schedule 16, and will seek so to carry out their powers, duties and functions under the Contract as to forward the said strategy so far as is reasonable having regard to all of the circumstances, including (but without prejudice to the generality of the foregoing) the financial and other resources available to each of them, social, demographic, economic, legislative, technological and good practice changes, and any changes in public expectation and the policies of any international, national or local government body.

9.2.3 The additional or alternative methods of Waste Disposal set out in Schedule 17 shall apply at the option of the Authority, subject to the financial arrangements and for the period stated therein.

9.3 Greenwaste

9.3.1 The Contractor shall process the Greenwaste which includes the carrying out of all or any part of the receipt, sorting, shredding and composting of such Greenwaste (the "Process") together with the disposal of rejected Greenwaste or rejected partly completed compost from the Site (which shall be treated as Waste) and the Sale of 'Finished' Compost. For information purposes only a more detailed description of the Process is contained in Appendix 16.

9.3.2 The Contractor is required to Process a minimum of 50% of the Authority's Greenwaste and produce compost to the criterion specified by the The Composting Association "Standards for Composts" Document SCA03 dated 09/01/2002 in Table 3.

CONTRACT CONDITIONS

9.3.3

9.3.3.1 For Greenwaste identified by the Contractor at any weighbridge, Site, Designated Areas, Delivery Points or during the Process as being contaminated or otherwise unlikely (in the opinion of the Contractor or any of its employees) to be composted economically (the "Rejected Greenwaste") the Contractor shall move the Rejected Greenwaste to its nominated disposal point for stockpiling to allow examination by the Authority Representative.

9.3.3.2 The Authority Representative should be given 24 hours notice to inspect the Rejected Greenwaste before it is moved from the stockpile and directed for disposal as Waste by the Contractor.

9.3.3.3 Greenwaste will be weighed upon delivery to the relevant site, if any of that becomes Rejected Greenwaste the weight of the Rejected Greenwaste will be set-off against the total weight of the Greenwaste thereby producing a 'net' Greenwaste tonnage which will be invoiced to the Authority.

The Rejected Greenwaste will then be disposed of as Waste and its tonnage added to the tonnage of the next available delivery of Waste and invoiced accordingly.

9.3.3.4 If the Contractor or its employees decides (in either of the following circumstances) that following the analysis of a partially composted stockpile it is uneconomical to complete the composting process or the partially composted stockpile has become contaminated, the Contractor shall direct it for disposal as Waste. The Authority Representative should be given 24 hours written notice to inspect the condition of the partially composted stockpile before it is directed for disposal as Waste by the Contractor.

CONTRACT CONDITIONS

10. SPECIAL CONDITIONS

The Special Conditions set out in Schedule 2 shall form part of the Conditions

CONTRACT CONDITIONS

11. TERMINATION

- 11.1 Either party may terminate the Contract by such period of notice in writing as is specified at Schedule 1 Paragraph Sch 1.9 in Schedule 1 expiring at any time after the end of the Initial Contract Period.
- 11.2 If the Contractor shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other contract with the Authority, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other contract with the Authority, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, the Authority shall be entitled to terminate the Contractor's employment under the Contract and without prejudice to sub-condition 11.4 to recover from the Contractor the amount of any loss arising from such termination.
- 11.3 If the Contractor:-
- 11.3.1 commits an irremediable breach of any of its obligations under the Contract which has a material effect on the performance of the Contract, or any other breach which it fails to remedy in a way and a time to the satisfaction of the Authority Representative;
- 11.3.2 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- 11.3.3 has an application made under the Insolvency Act 1986 to the Court for the appointment of an Administrative Receiver;
- 11.3.4 has a Winding ~ Order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed;
- 11.3.5 has a provisional liquidator or receiver of its or business or undertaking duly appointed;
- 11.3.6 has an Administrative Receiver, as defined in the Insolvency Act 1986, appointed;
- 11.3.7 has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
- 11.3.8 is in circumstances which entitle the court or creditors who appoints, or has appointed, a Receiver, a Manager, or Administrative Receiver, or which entitle the Courts to make a Winding Up Order;
- then in any one or more of such circumstances the Authority may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment or such parts thereof as the Authority may determine under the Contract by notice in writing having immediate effect.
- 11.4 If the Contractor's employment is terminated as provided in sub-conditions 11.2 or 11.3 and is not reinstated, the Authority shall subject to Condition 7.5.1 & 7.5.2:-

CONTRACT CONDITIONS

- 11.4.1 cease to be under any obligation to make further payments until the costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
- 11.4.2 be entitled to repossess any of its materials, clothing, equipment, vehicles or other goods loaned or hired to the Contractor and to exercise a lien over any of the materials, clothing, equipment, vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Authority;
- 11.4.3 be entitled to employ and pay other persons to provide and complete the provision of the Service or any part thereof including (without prejudice to the generality of the foregoing) the institution or continuation of the employment of any stand-by contractor pursuant to Sub-Condition 5.6;
- 11.4.4 be entitled to deduct from any sum or sums which would but for sub-condition 11.4.1 have been due from the Authority to the Contractor under this Contract or any other contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Authority resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Contractor's employment and in making alternative arrangements for the provision of the Service or any part thereof and any additional cost to the Authority arising under Paragraph 11.4.3 of this Condition 11;
- 11.4.5 when the total costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment have been calculated and deducted so far as is practicable from any sum or sums which would but for sub-condition 11.4.1 have been due to the Contractor, any balance shown as due to the Authority shall be recoverable as a debt, or alternatively, the Authority subject to Condition 12 shall pay to the Contractor any balance shown as due to the Contractor.
- 11.5 The rights of the Authority under this Condition 11 are in addition to and without prejudice to any other rights the Authority may have whether against the Contractor directly or pursuant to any guarantee, indemnity or bond, and whether arising under this Contract or otherwise.

CONTRACT CONDITIONS

12. RECOVERY OF SUMS DUE TO THE CONTRACTOR

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Authority, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other contract with the Authority.

CONTRACT CONDITIONS

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 The Authority shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Contractor.

13.2 The Contractor shall not without the previous written consent of the Authority, which consent shall be in the discretion of the Authority and if given, shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, or assignee, its employees or agents in all respects as if they were the acts, defaults or neglect of the Contractor, its employees or agents:-

- (a) assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof; nor
- (b) sub-contract the provision of the Service or any part thereof to any person

CONTRACT CONDITIONS

14. PAYMENTS

The Contractor shall be paid the Contract Price for each tonne of waste pursuant to the provision of the Service in accordance with the provisions of Schedule 9, and, where appropriate, the hourly rate of opening specified at Particular 3 in Schedule 1, the additional expenses specified in Schedule 15, and any additional payments in accordance with Schedule 17.

CONTRACT CONDITIONS

15. AUDIT

The Contractor shall install and implement such apparatus and systems as the Authority Representative may from time to time require to ensure the Authority is charged for and pays only such amounts as it is obliged to do under the terms of the Contract. The arrangements set out in Schedule 10 shall apply, save to the extent that they are replaced or amended by any such requirement.

CONTRACT CONDITIONS

16. MODIFICATIONS

- 16.1 The Authority Representative may at any time issue to the Contractor instructions in writing (in this Condition referred to as a “Modification”) varying the Service whether by any increase, reduction, type or composition, but no Modification under this Condition 16 shall have the effect of changing the fundamental nature of the Service unless the Contractor agrees.
- 16.2 For the purposes of Schedule 9, the valuation of a Modification made pursuant to this Condition 16 shall, where appropriate, take the form of a variation of the Contract Price and shall be such a percentage of the Contract Price as shall in the opinion of the Authority Representative fairly and reasonably represent the percentage change in the costs and expenses of the Contractor attributable to the Modification, but otherwise a fair sum having regard where possible to the Contract Price.

CONTRACT CONDITIONS

17. OWNERSHIP OF WASTE

As between the Authority and the Contractor, all waste or any other items delivered under the Contract to the Contractor at any Delivery Point and deposited shall be deemed to be the property of, and held at the entire responsibility of, the Contractor, and the Authority shall have no claim over, nor any responsibility for, any such waste or items.

CONTRACT CONDITIONS

18. CONFIDENTIALITY

- 18.1 The duties of each Party under this Condition 18 shall not apply to any information or material to the extent that disclosure thereof is required or expressly permitted by the Contract, the other Party gives its written consent, the information or material is in the public domain or comes legitimately into the possession of the Party otherwise than pursuant to the Contract, the disclosure is to an agent or subcontractor authorised under condition 13 provided that such agent or subcontractor is subject to the same duty of confidentiality as the Contractor but shall otherwise apply before, during and after the Contract Period.
- 18.2 The Contractor shall not and shall ensure that its members and employees do not make use for its or their own purposes or disclose to any person any part of the Contract or any information contained therein or any other information or material provided to the Contractor by the Authority pursuant to the Contract, or which comes into its or their possession, in the course of providing the Service.
- 18.3 The Authority shall not disclose to any person any information or material provided to the Authority by the Contractor pursuant to the Contract which the Contractor declares to be commercially sensitive information, and shall take such steps as are practicable to ensure that no such commercially sensitive information shall be disseminated within its administrative structure save to those persons who need to have access to it for the performance of their duties as members, Officers, servants or agents of the Authority in connection with the Contract, and that such persons are as few as possible.
- 18.4 Each Party shall indemnify and keep indemnified the other against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by that Party of this Condition 18.

CONTRACT CONDITIONS

19. AGENCY

- 19.1 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as being, the servant or agent of the Authority, otherwise than in circumstances expressly permitted by the Conditions.
- 19.2 Neither the Contractor nor its employees shall in any circumstance hold itself or themselves out as being authorised to enter into any contract on behalf of the Authority or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.
- 19.3 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as having, the power to make, vary, discharge or waive any by-law or any regulation of any kind.

CONTRACT CONDITIONS

20. QUALITY STANDARDS

- 20.1 Where an appropriate British Standards Specification or British Standard Code of Practice issued by the British Standards Institution or any similar European Document is current, all goods used or supplied and all workmanship shall, as a minimum requirement, be in accordance with that standard, without prejudice to any higher standard required by the Contract.
- 20.2 The Contractor shall, in respect of any operation directly or indirectly connected with its performance of its obligations under this Contract, institute, and permit the Authority Representative to monitor, such quality assurance schemes as he shall determine, and the provisions of Schedule 12 shall apply accordingly.

CONTRACT CONDITIONS

21. AUTHORITY'S PREMISES AND EQUIPMENT

Where, under the terms of the Contract, the Contractor has the use of or access to any plant, equipment, land or premises of the Authority the provisions set out in Schedule 11 shall apply.

CONTRACT CONDITIONS

22. REPRESENTATIVES OF THE PARTIES

- 22.1 The Authority may from time to time appoint, remove and replace as the Authority Representative either a named person or the holder of a named office. During such period as there is no other appointment, the Head of the Paid Service of the Authority under the Local Government and Housing Act 1989 shall be the Authority Representative for the purposes of the Contract.
- 22.2 The Contractor shall appoint, and, if so required by the Authority Representative replace, a named person of Senior Management Status within the Contractor's Organisation to act as the Contractor's Representative. Subject to the foregoing, the Contractor may remove and replace the Contractor's Representative as it deems fit, but so as to ensure that there is always a named Contractor's Representative in office.
- 22.3 The Authority Representative shall exercise the functions allocated to him under this Contract, and the Contractor's Representative shall, on behalf of the Contractor, but without prejudice to the obligations of the Contractor to the Authority under the Contract, have complete responsibility for all operations directly or indirectly connected with the performance by the Contractor of its obligations under the Contract.
- 22.4 The Authority Representative and the Contractor's Representative may from time to time each appoint one or more representatives to act for each of them respectively either generally, or for specified periods or purposes.
- 22.5 Each party shall immediately give note to the other respectively of any change in the identify and address for service and telephone numbers of the Authority Representative and the Contractor's Representative, or any representative appointed under sub-condition.
- 22.4. The Authority Representative and the Contractor's Representative may from time to time each appoint one or more representatives to act for each of them respectively either generally, or for specified periods or purposes.
- 22.5 Each Party shall immediately give note to the other respectively of any change in the identity of and address for service and telephone numbers of the Authority Representative and the Contractor's Representative, or any representative appointed under sub-condition 22.4

CONTRACT CONDITIONS

23. ENVIRONMENTAL PROTECTION

The Contractor shall take the steps set out in Schedule 18 to ensure that the impact of any operation of the Contractor in pursuance of its obligations under the Contract upon the Environment is adequately and sufficiently considered, supervised, controlled and monitored.

CONTRACT CONDITIONS

24. CIVIL DEFENCE AND EMERGENCIES

The Authority Representative may in accordance with suitable arrangements agreed between the Parties to avoid unnecessary and undue disruption of the operations of the Contractor at any time require any of the staff of the Contractor engaged directly or indirectly in the provision of the Service to:-

- a) take part in training with, or give assistance and support in the training of the staff of the Authority or any other local authorities or any other organisations to enable the Authority to fulfil its functions in connection with civil defence or dealing with the risk or consequences of any emergency or disaster, whether war time or civil; and
- b) give such assistance as the Authority Representative may require in dealing with such risk or consequences.

CONTRACT CONDITIONS

25. NOTICES

Any demand, notice, or other communication required to be given under the Contract shall be sufficiently served if served personally on the addressee, or if sent by pre-paid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be without prejudice to the validity of any other equally effective method of service. Service on any Representative appointed under Condition 22 shall be deemed for the purposes of this Condition 26 to be validly served on the party who appointed that Representative.

CONTRACT CONDITIONS

26. WAIVER

Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provisions and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

CONTRACT CONDITIONS

27. DISPUTES AND ARBITRATION

- 27.1 The parties will use their best endeavours to resolve by agreement any dispute, difference or question between them with respect to any matter or thing arising out of or relating to the Contract, including a reference to conciliation by an independent person to be agreed between the parties, or in the case of failure to agree, by a representative of a professional body appropriate in the circumstances of the case. Such an independent person shall be given all information and assistance by the parties in carrying out his duties, and may be given by agreement between the parties the duty to recommend or approve terms of settlement between the parties.
- 27.2 Any dispute, difference or question between the parties to the Contract with respect to any matter or thing within the expertise of a technical expert arising out of or relating to the Contract which cannot be resolved under sub-condition 27.1 shall at the instance of either party be referred to a person agreed between the parties, or, in default of agreement within 7 days of notice from either party calling on the other so to agree, to a person chosen on the application of either party by the Chairman for the time being of the Chartered Institute of Arbitrators as having the appropriate expertise. Such person shall be instructed to reach his decision as soon as reasonably practicable. Such a person shall be appointed as expert and not as arbitrator and his decision shall be final and binding. The costs of such expert shall be borne equally by the parties unless the expert shall decide one party is acting or has acted unreasonably, in which case he shall have discretion as to costs. Each party shall bear its own costs.
- 27.3 Any dispute, difference or question between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract which cannot be resolved by negotiation or conciliation under sub-condition 27.1 but is not within the scope of sub-condition 27.2, including a dispute as to whether any such dispute, difference or question does fall within the said scope shall be referred to arbitration under the provisions of the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment thereof by a single arbitrator to be appointed by agreement between the parties or in default of agreement by the Chairman for the time being of the Chartered Institute of Arbitrators.

CONTRACT SCHEDULES

SCHEDULE 1

CONTRACT PARTICULARS

Sch 1.1	Contract Period [Sub-Conditions 1.1.9, 3.1.1 and 3.2.1]	- A period commencing on the THIRTY FIRST day of JULY 1998 and continuing unless terminated in accordance with the provisions Condition 11 of this Contract
Sch 1.2	Hours of Opening [Schedule 3, Paragraph Sch 3.6.1]	- As Schedule 3.6.1
Sch 1.3	Cost per hour of Emergency or extended Opening [Schedule 3, Paragraph Sch 3.6.4]	Section 43 Commercial Interest
Sch 1.4	Index [Sub-Condition 1.1.20]	- The RPI Index as defined in Schedule 13 para Sch 13.1. Indexation date to be as stated in Condition 1.1.20
Sch 1.5	Limit of Liability [Sub-Condition 7.5.1]	- £2,500,000
Sch 1.6	Intervals between Meetings of Representatives [Sub-Condition 3.4.4]	- Quarterly or as required
Sch 1.7	Interest on Late Payments	See Schedule 9 Paragraph Sch 9.9.3
Sch 1.8	Initial Contract Period [Sub-Condition 1.1.9 & Clause 11.]	That part of the Contract Period ending on the day before the tenth anniversary of the Commencement Date
Sch 1.9	Notice Period [Sub-Condition 11.1]	Not less than two years

CONTRACT SCHEDULES

SCHEDULE 1

CONTRACT PARTICULARS

Sch 1.10 Estimated Total Waste Arising & Agreed Contract Prices for the Disposal of these Arisings (Excluding Landfill Tax):

Area To be Served	Disposal Point	Estimated Tonnages of all Waste to be Contracted	Price April 2002 – March 2003
East Devon District	ETS / Hillhead	42100	Section 43 Commercial Interest
Exeter City	ETS	43400	Section 43 Commercial Interest
Mid Devon District	Punchbowl / Hillhead	27900	Section 43 Commercial Interest
North Devon District	Deep Moor	34300	Section 43 Commercial Interest
South Hams	Chelson Meadow	28200	Section 43 Commercial Interest
Teignbridge District	Heathfield	30000	Section 43 Commercial Interest
Torridge District	Deep Moor	23600	Section 43 Commercial Interest
West Devon Borough	Combebow	24100	Section 43 Commercial Interest

Signed :

On behalf of : Devon Waste Management Limited

Date : 31 July 1998

CONTRACT SCHEDULES

SCHEDULE 1.

CONTRACT PARTICULARS

Sch 1.11 Cost of Variations in Intake

Variations between plus or minus (+ or -) 5% of the Estimated Total Waste Arisings will be paid at the Standard Cost per Tonne indicated in Schedule 1 Clause Sch 1.10 above.

The table below indicates the total cost per tonne (based on tendered rates) including all and any premium required to dispose of wastes arising within the following variation bands.

District	Cost per Tonne of Disposal:							
	-20% to -25%	-15% to -20%	-10% to -15%	-5% to -10%	+5% to +10%	+10% to +15%	+15% to +20%	+20% to +25%
East Devon District								
Exeter City								
Mid Devon District								
North Devon District								
South Hams District								
Teignbridge District								
Torridge District								
West Devon District								

Variations are to be assessed initially at month 8 of any contract year and the price adjusted accordingly where necessary to reflect the anticipated total intake for that year. Variations will be calculated each year from the Estimated Tonnage of all waste to be contracted as set Out in Clause Sch 1.8. Final adjustment of the annual payment for each year will be made at month 12 when the actual tonnage disposed of in that year is realised.

The cost per tonne to be paid for variations in intake in any year beyond +25% or - 25% will be the subject of negotiation between the contractor and the Waste Disposal Authority. If a rate cannot be agreed then the rate will be determined under condition 27 (Disputes and Arbitration).

Signed

On behalf of Devon Waste Management Limited

Date 31 July 1998

CONTRACT SCHEDULES

SCHEDULE 1

CONTRACT PARTICULARS

Sch 1.12 Estimated Total Greenwaste (in tonnes) & Contract Prices (in £ per tonne) for the Processing of Greenwaste within Districts

Area To be Served	Delivery Point	Annual Total Tonnages of all Greenwaste Contracted	Price August -March 2003
		2002-03	Processing of Greenwaste
East Devon District	ETS / Sutton Barton	7878	Section 43 Commercial Interest
Exeter City	ETS	2573	Section 43 Commercial Interest
Mid Devon District	Punchbowl / ETS	1433	Section 43 Commercial Interest
North Devon District	Deep Moor	3689	Section 43 Commercial Interest
South Hams	Chelson Meadow	760	Section 43 Commercial Interest
Teignbridge District	Bickley Ball / ETS	4919	Section 43 Commercial Interest
Torrige District	Deep Moor	1720	Section 43 Commercial Interest
West Devon Borough	Chelson Meadow / ETS	1449	Section 43 Commercial Interest
TOTAL:		24421	

Signed :

On behalf of : Devon Waste Management Limited

Date : 1 April 2002

CONTRACT SCHEDULES

SCHEDULE 1.

CONTRACT PARTICULARS

Sch 1.13 Cost of Variations in Intake

Variations between plus or minus (+ or -) 5% of the Estimated Total Greenwaste will be paid at the Standard Cost per Tonne indicated in Schedule 1 Clause Sch 1.12 above.

Contractors must indicate below the total cost per tonne including all and any premium required for the provision of service arising within the following variation bands.

District	Cost per Tonne for Provision of Service							
	-20% to -25%	-15% to -20%	-10% to -15%	-5% to -10%	+5% to +10%	+10% to +15%	+15% to +20%	+20% to +25%
East Devon District								
Exeter City								
Mid Devon District								
North Devon District								
South Hams District								
Teignbridge District								
Torridge District								
West Devon District								

Variations are to be assessed initially at month 8 of any contract year and the price adjusted accordingly where necessary to reflect the anticipated total intake for that year. Variations will be calculated each year from the Estimated Tonnage of all Greenwaste to be contracted as set Out in Clause Sch 1.8. Final adjustment of the annual payment for each year will be made at month 12 when the actual tonnage disposed of in that year is realised.

The cost per tonne to be paid for variations in intake in any year beyond +25% or - 25% will be the subject of negotiation between the contractor and the Waste Disposal Authority. If a rate cannot be agreed then the rate will be determined under condition 27 (Disputes and Arbitration).

Signed
 On behalf of Devon Waste Management Limited
 Date 1 April 2002

CONTRACT SCHEDULES

SCHEDULE 2

DESCRIPTION OF SERVICE

Sch. 2.1 Waste Disposal

Sch 2.1 The disposal of the controlled waste collected in the area of the Authority by the Waste Collection Authorities therein pursuant to their functions as such of the descriptions mentioned in paragraph 2.4.

Sch 2.2 The disposal of waste generated by the Authority as a result of activities of the descriptions mentioned in paragraph 2.4.

Sch 2.3 The disposal of waste acquired by the Authority of the descriptions mentioned in paragraph 2.4.

Sch 2.4 Subject Wastes

The following controlled wastes will be accepted under the contract and must also be permitted under any proposed facility(s) Waste Disposal Licence.

Wastes described in the Environmental Protection Act 1990 Section 51(1) and (3) namely:-

- a) household and commercial waste collected by any of Devon's WCAs;
- b) household waste deposited at authorised reception points by persons resident in Devon;
- c) controlled waste deposited by others at such authorised points with the WDAs consent;
- d) Authorised wastes collected by the WCAs with the WDAs consent pursuant to the Environmental Protection Act 1990 Sections 45(2) 89(1) (a) and (c) and 92(9);
- e) Material collected by the WCA as a function of street sweepings of rural roads classed as Domestic Waste (drained of all road liquors and specifically excluding such potentially polluted leafy material collected from Town or City);
- f) Greenwaste deposited at authorised reception points by persons resident in Devon;
- g) Source separated kerbside organic waste.

CONTRACT SCHEDULES

SCHEDULE 3

SERVICE PROVISION – DUTY OF CONTRACTOR

- Sch 3.1 The Contractor shall provide an efficient, cost effective and reliable Service.
- Sch 3.2 The Contractor shall provide Delivery Points at which the Authority and the Waste Collection Authorities may deliver their waste in such numbers and at such locations as the Authority Representative may approve to avoid any financial liability falling on the Authority, and shall maintain and operate the Delivery points in a safe and convenient condition and method to the satisfaction of the Authority Representative.
- Sch 3.3 The Delivery Points shall contain such plant, equipment and facilities by way of access roads, gates, weighbridge controlled entrances, disposal or transfer points, vehicle washing facilities, toilets for drivers of waste collection vehicles as the Authority Representative shall from time to time direct.
- Sch 3.4 The Contractor shall ensure that all vehicles in which waste is delivered to any Delivery Point are unloaded promptly and their movements onto, in and out of the Delivery Points is expedited.
- Sch 3.5 The Contractor shall make available at each Delivery Point a Complaints Book for the use of persons delivering waste to the Delivery Point to the satisfaction of the Authority Representative. In the event of a complaint about the Contractors Service the Contractor's Representative will co-operate with the Authority Representative in order to rectify the situation. The Authority Representative shall have the right to visit the Contractor's sites to examine the substance of such complaints.
- Sch 3.6 The Delivery Points shall be open for the reception of waste during the hours stated at Particular Sch 1.2 in Schedule 1.

The types of opening times applicable are as follows:-

Sch 3.6.1 Opening Times (Normal Weekly)

The Authority's minimum requirements to receive WCA collections will be:-

Week days : Monday to Friday 0800 - 1630

Saturdays 0800 - 1230

Sch 3.6.2 Additional Opening Requirements (Normal Working)

Under normal circumstances the WCA's will require additional opening times to be worked. This could include normal day extended hours, Saturday and/or Sunday working (i.e. after Bank Holidays or to cater for litter and late collections) and possibly Bank Holiday working.

Household waste recycling centre contractors and Civic Amenity Skip Service Hauliers, to be appointed under separate contracts, may also require additional late night and weekend opening for the reception of wastes hauled by them to the designated sites for disposal of residues etc.

The Contract has been let on this basis and has allowed within the Standard Cost Per Tonne for up to 65 hours of such additional opening per annum / per district at no extra cost to the Authority. Extended opening hours in excess of the above 65-hour allocation will be paid for at the emergency opening hour rate. Schedule 1 Clause Sch. 1.3 refers.

CONTRACT SCHEDULES

Sch 3.6.3 Additional Opening Requirements (Industrial)

If the WCA's collection contractor(s) require other opening times in order to pursue collections outside of their contract with the WCA, this would be outside the scope of this contract and would be the subject of independent negotiation between the two contractors concerned.

Sch 3.6.4 Additional Opening Requirements (Emergencies)

In the event of any emergency arising, the Contractor may be required to open and operate the site at anytime to receive any materials for which the site is licensed under the direction of the WDA or the WRA. Such arrangements will be subject to special rates as stated in particular Sch 1.3 of Schedule 1 in respect of each Delivery Point.

Sch 3.7 On or before the commencement of the Contract Period, the Contractor will prepare, publish, implement and enforce Rules governing the actions of all persons delivering waste to any Delivery Points, and thereafter amend and update such Rules all to the satisfaction of the Authority Representative, and the Authority shall take such steps, as it reasonably can, at the request of the Contractor, to ensure that such Rules are observed.

Sch 3.8.1 The Contractor will be required neither to pay nor to levy any charges on the District Councils, their contractors or their agents for the collection/reception of/or disposal of any waste, disposed of as part of this Contract. Any such charges will be the responsibility of the Authority representative and the Authority.

Sch 3.8.2 **Health & Safety**

- (a) The Contractor and any sub-contractor shall at all times take such precautions as are necessary to protect the health and safety of all persons employed by it or otherwise entitled to be at the site of any work being carried out under this Contract, and shall comply with the requirements of the Health and Safety at Work etc Act 1974. (The Health & Safety at Work Act).
- (b) In taking such precautions the Contractor shall ensure that its employees and sub-contractors adopt working practices complying with, or improving upon, the Authority's Safe Working Practices as set out in the Contract Documents.
- (c) The Contractor shall supply a copy of its general statement of Safety Policy to the Authority, for approval, prior to the commencement of the Contract, and shall review its policy and safe working procedures whenever necessary in the light of changing legislation or working practices, and shall inform the Authority representative of any consequent revisions.
- (d) The Contractor shall nominate a person to be responsible for the Health and Safety matters as required by the H & S at W Act. Whilst on Authority owned premises the Contractor shall require its employees to comply with the lawful requirements of the Authority's Safety Adviser. The Contractor shall provide and maintain, at all its premises, an Accident Book.

CONTRACT SCHEDULES

Sch 3.8.3 Inclement Weather & Emergency Work

- (a) If in the opinion of the Authority Representative, the weather, or conditions on any day or part of a day are so severe as to make Provision of the Service impracticable, then if requested by the Contractor, the Authority representative may agree to suspend the Service, in whole or in part, for that day or part of a day. The Contractor will, however, be required to resume the Service as soon as possible and at its own expense make good any part of the Service omitted because of that inclement weather. No additional payments will be made to the Contractor in respect of any additional expenses it may incur in complying with this requirement.
- (b) The Contractor shall notify the Authority Representative at the end of each day when the Service may have been delayed by inclement weather the extent of the delay and its proposals to recover such delay, a record of such delays and remedial actions taken are to be submitted weekly to the Authority Representative in writing, such records may be used or rejected by the Authority Representative if considered inappropriate in any assessment of non performance, inclement weather will not be accepted as an excuse for not achieving the specified standards where the Service has not been provided.
- (c) The Contractor shall, however, retain its resources for emergency works that might be required throughout this period. Such work may include snow clearance, gritting, debris removal, the filling and distribution of sand bags, etc. Payment for this work will be at the appropriate hourly Rate within Schedule 15.
- (d) If required by the Authority Representative the Service may be suspended in whole or in part as required in order that the Contractors supervision, workforce and plant be used to assist in a Civil Emergency, Flood Prevention, Oil Pollution Incident or other disaster or training for such an event. Such instruction may be issued at short notice either during or outside working hours (i.e.. night time, weekends, or public holidays) to which the Contractor and its workforce must respond, the Contractor must maintain, in a secure keysafe on the Contractors premises, a duplicate set of keys for each item of plant which shall be readily accessible in cases of emergency. Payment for attending shall be at the hourly Rates within Schedule 15. When instructed the Contractor shall resume the disposal Service, Payment for catching up with omitted parts of the Service will be agreed by the Authority representative using the Tonnage Rates within Schedule 1 Clauses Sch 1.8 and 1.9 and additional opening hourly rate Schedule 1 Clause Sch 1.3 as applicable.

Sch 3.8.4 Nuisance and Damage

- (a) The performance of the Service shall be carried out in a reasonable manner without causing nuisance, damage or unreasonable noise or disturbance. The Contractor shall indemnify the Authority from and against any liability for damages on account of any such noise, nuisance, damage or disturbance whilst performing the Service and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.
- (b) All operations necessary for the purposes of the Contract shall so far as compliance with the requirements permits be performed so as not to interfere unnecessarily with the public use of or access of the public to private roads and footpaths or of properties whether in the possession of the Authority or of any other person and the Contractor shall indemnify the Authority in respect of all claims, demands proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- (c) Subject to and without prejudice to any other provision of the Contract the

CONTRACT SCHEDULES

Contractor shall take all reasonable precautions:-

- (i) in connection with any rivers, streams, waterways, drains, watercourses, lakes and the like to prevent pollution of the waters so as to adversely affect the quality or appearance thereof, silting or erosion of their banks, or cause death or injury to any animal, fish, bird or plant life.
- (ii) in connection with underground water resources (including percolating water) to prevent any interference with the supply or abstraction from such sources, or pollution of the water so as to affect adversely the quality or appearance thereof.

Sch 3.8.5 Premises

- (a) The Contractor shall at all times during the Contract Period provide and maintain an operating base within the locality and such premises as are necessary for the proper execution of the Service. Such premises shall contain an office which will be permanently manned with competent staff during normal working hours of the Authority representative's staff. Such premises must comply with the provisions of the Offices, Shops and Railway Premises Act - 1963.
- (b) Prior to the commencement of the Contract, the Contractor shall provide to the Authority a schedule of all premises to be used in the execution of the Service. Any change to the schedule shall be notified in writing to the Authority representative no later than 21 days before the proposed change, subject to the Authority representative's approval, takes place.
- (c) The Contractor shall permit the Authority representative or his representatives access to all premises, at all times, used for the execution of the Service.

Sch 3.8.6 Staffing

- (a) The Contractor shall at all times during the entire Contract Period employ sufficient persons of sufficient abilities and skills for the proper performance of the Services. The Authority would not normally expect persons under 18 years or over 65 years of age to be employed on the Service.
- (b) The Contractor shall maintain an adequate organisation within the Location at all time during the Contract Period and employ competent supervisors who are fully experienced in the whole of the operations of the Service who shall supervise the performance of the Service in a proper and continuous manner and to whom directions may be given by the Authority representative.
- (c) The Contractor shall ensure that its supervisors have access to and are fully conversant with the contract documents relating to tasks being undertaken.
- (d) The Contractor shall notify the Authority representative of the names and telephone numbers of all its authorised supervisors who shall be required to maintain contact as required by the Authority representative or his representatives.
- (e) The Authority representative shall be at liberty to object to and require the Contractor to remove from the performance of the Service or to discipline any person employed by the Contractor who in the opinion of the Authority representative misconducts himself or is incompetent to carry out the Service or persists in any conduct which is prejudicial to health or safety. The Contractor will be informed in writing of any action required against an employee and in the case of any employee removed from the

CONTRACT SCHEDULES

performance of the Service such person shall not be re-employed in connection with this or any other similar Contract with the Authority without the written permission of the Authority representative. The Authority shall in no circumstances be liable either to the Contractor or the employee in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall on demand fully and promptly indemnify the Authority against any claims made by such employee.

(f) The Contractor shall at all times be responsible for the payment of all income or other taxes, National Insurance contributions or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Authority in respect of any liability of the Authority in respect thereof.

Sch 3.8.7 Vehicles, Plant and Machinery

- (a) The Contractor shall at all times and during the Contract period provide and maintain all such vehicles, plant, machinery and equipment (hereinafter referred to as the Plant) as are necessary for the proper performance of the Service, including for such items of plant to be held in reserve as cover for breakdowns or availability of regular plant.
- (b) The Contractor shall at its own expense keep all plant employed in the performance of the Service at all times in good and serviceable repair in accordance with Statutory Regulations and in such condition as to commensurate with the proper performance by the Contractor of its obligations under the Contract.

Vehicles used on the Contract shall comply with the relevant Construction and Use Regulations and be of a design, which is entirely suitable for the performance of the Contract.

- (c) Operation of the plant shall be carried out in a workmanlike manner without causing danger, unnecessary obstruction or annoyance to the public. In particular the Contractor shall ensure that the Provisions of the Road Traffic Act, Construction and Use Regulations, H & S at W Act and the Highway Code are observed and that vehicles are not operated in an overloaded condition the Contractor shall comply with any request by the Council to test and certify on a public weighbridge the unladen tare, gross vehicle or gross train weight and maximum axle loadings within which the Contractor must comply for any vehicle being used by the Contractor in the execution of the Service.
- (d) The Contractor shall comply with all and any restrictions on vehicle usage at any waste disposal facility whether such restrictions arise from planning or other regulatory requirement or arise from the capacity or position of the site and the nature of the access thereto.
- (e) The Contractor shall ensure that at all times the relevant operators and driving licences are obtained and valid appropriate to the class of plant or vehicle being operated by the operator or driver.
- (f) The Contractor shall at all times be fully responsible for the licensing and all payments of all licence fees, taxes and insurances required in connection with or arising out of the possession or use of all plant employed in the performance of the Contract.
- (g) The Contractor shall allow the Authority representative all reasonable facilities and assistance to inspect any item of plant used by the Contractor in the provision of the Service and shall not use any such item which in the opinion of the Authority representative does not comply with the requirements of the Contract, until such time as the Authority representative certifies that such plant does so comply.

CONTRACT SCHEDULES

Sch 3.8.8 Wastes not Acceptable under the Contract

Other than wastes of such categories specifically authorised by the Authority no industrial waste, waste originating outside the Location, District Council or County Boundary as defined in the Specification of the Services, nor waste collected by the Contractor on its own behalf outside the collection requirements of this Contract (all of which said wastes will be referred to hereinafter as Uncontracted Wastes) shall be mixed with the wastes required to be disposed of by this Contract.

Sch 3.8.9 Code of Practice for Users

On or before the commencement of the Contract Period, the Contractor will prepare, and when approved by the Authority Representative, publish, implement and enforce a Code of Practice for Users. This will regulate the delivery of waste to Sites, and such a Code of Practice shall be amended or updated to the satisfaction of the Authority Representative. Continual or persistent failure of the Authority's clients to observe the Code of Practice must be reported to the Authority for action.

CONTRACT SCHEDULES

SCHEDULE 4

NOT USED

CONTRACT SCHEDULES

SCHEDULE 5

FORM OF BOND

FORM OF PERFORMANCE BOND

THIS AGREEMENT is made the day of 20 Between

of

(the “Surety”) of the first part and

of

(the “Contractor”) of the second part

WHEREAS:-

1. This Agreement is supplemental to an agreement dated the day of 20 and made between Devon County Council (the “Authority”) of the one part and the Contractor of the other (the “Contract”) whereby the Contractor undertook to carry out certain works and/or provide certain Services as described in the contract.
2. The Surety has agreed to guarantee the due performance of the Contract in the manner hereafter appearing.

NOW THE SURETY hereby agrees with the Authority as follows:-

1. If the Contractor shall in any respect commit any breach of any of its obligations under the Contract the Surety will indemnify the Authority against all losses, damages, costs and expenses incurred by the Authority by reason of any default by the Contractor in performing and observing the obligations on its part contained in the Contract up to the sum of pounds which sum shall be increased each year on the anniversary hereof in accordance with the change in the Retail Price Index.

CONTRACT SCHEDULES

SCHEDULE NO 5

Continuation Sheet 1

2. The Surety shall not be discharged from this guarantee by any arrangement made between the Contractor and the Authority without the consent of the Surety or by any alteration in the obligations undertaken by the Contractor or by any forbearance by the Authority whether as to payment, time, performance or otherwise.

IN WITNESS whereof the Surety and the Contractor have caused their respective Common Seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL OF]
]
]
]

was hereunto affixed]

in the presence of:-]

Director

Secretary

THE COMMON SEAL OF]
]
]
]

was hereunto affixed]

in the presence of:-]

Director

Secretary

CONTRACT SCHEDULES

SCHEDULE 6

FORM OF GUARANTEE

THIS DEED OF GUARANTEE is made the _____ day of _____ 20

BETWEEN _____ “the Guarantor” whose

Registered Office is at _____ of the one part and

DEVON COUNTY COUNCIL “the Council” of County Hall, Topsham Road, Exeter, of

the other part.

WHEREAS

(1) _____ “ _____ “ whose

Registered Office is at _____

has executed on the _____ day of _____ 20 _____ an

Agreement (“the Contract”) with the County Council of Devon for

_____ and the Council has executed the

Contract in consideration inter alia of

procuring this Deed by the Guarantor.

(2) The Guarantor is the ultimate holding company of _____

(3) The Guarantor agrees to guarantee the performance by _____

of its obligations under the Contract in accordance with the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSES as follows:

1 In consideration of the Council agreeing to enter into the Contract with _____

_____ the Guarantor guarantees to the Council

punctual true and faithful performance and observance by _____

of all the obligations terms and conditions on its part to be performed and observed under the terms of the

Contract and any extension or amendment thereof and binds itself properly to perform and observe or

cause to be _____

CONTRACT SCHEDULES

SCHEDULE NO 6

Continuation Sheet 1

performed and observed any such obligations, terms and conditions of

which

shall fail to perform and observe.

2 The Guarantor hereby agrees to indemnify and keep indemnified the Council against all losses damages costs and expenses which may be incurred by the Council by reason or in consequence and any failure by

punctually truly and faithfully to perform and observe all or any of the obligations terms and conditions on its part to be performed and observed under the terms of the Contract and any extension or amendment thereof.

3 The Guarantee and Indemnity hereby given shall not in any way be discharged nor the liability of the Guarantor hereunder effected by any alteration to or variation of the Contract or by any time or any other indulgence granted to

by the Council or by the release of

by operation of law and if this Guarantee

and Indemnity shall not operate for any reason as a Guarantee the Guarantor shall nevertheless be liable as principal in respect of the Indemnity.

4 This Deed shall be governed by and construed in accordance with English law.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto

affixed the day and year first above written.

THE COMMON SEAL OF]
]
]

was hereunto affixed]

in the presence of:-]

Director

Secretary

CONTRACT SCHEDULES

SCHEDULE 7

FORM OF STAND BY CONTRACT

This Contract is made the _____ day of _____ 20____ between

(“the Authority”) of the first part

(“the Contractor”) of the second part and

(“the Standby Contractor”) of the third part.

WHEREAS: -

- (1) The Authority and the Contractor have entered into a contract dated the _____ day of _____ 20____ for the provision of a Waste Disposal Service by the Contractor to the Authority (“the Main Contract”).
- (2) The Standby Contractor is willing to perform such Service or any part thereof in accordance with the provisions of the Main Contract for such period and to such extent, if any, as the Authority Representative may require under Clause 2 hereof on the terms hereinafter stated.

NOW IT IS AGREED between the parties as follows:-

- Sch 7.1 This Contract constitutes the sole contract or agreement between the Authority and the Standby Contractor for the performance by the Standby Contractor of the said Service.
- Sch 7.2 The Authority Representative may at any time require the Standby Contractor to provide all or such part of the Service for such period as he shall reasonably determine having regard to the likelihood of the Contractor being able and willing to carry out its obligations under the Main Contract and any other relevant circumstance.
- Sch 7.3 The Standby Contractor shall be paid by the Authority such sums, and no others, as are stated in the Appendix hereto.
- Sch 7.4 This Contract is supplemental to the Main Contract, and, save as provided expressly or implied in this Contract all terms and words used in this Contract shall bear the same meaning as in the Main Contract.
- Sch 7.5 Subject to the provisions of this Contract, the provisions of the Main Contract shall apply to the Standby Contractor as if it were the Contractor as if it were the Contractor.

CONTRACT SCHEDULES

APPENDIX TO SCHEDULE 7

- (i) During the Contract Period, the Standby Contractor shall be paid the sum of £ on the last day of each calendar month by way of standby fee.
- (ii) The Standby Contractor shall tonne of waste disposed of by as is set out in Paragraph (v) be paid such sum or sums per it on behalf of the Authority of this Appendix.
- (iii) The sum payable under Paragraph (1) of this Appendix shall be subject to the variations mentioned in Sub-Paragraphs 9.2 and 9.3 of Schedule 9 of the Main Contract and the provisions of Schedule 9 shall apply accordingly.
- (iv) The sum payable under Paragraph (ii) of this Appendix shall be subject to variations calculated in the same way as in the Main Contract.
- (v) [Here set out the same descriptions of waste as in Schedule 2 of Main Contract, and a price per tonne against each one].

CONTRACT SCHEDULES

SCHEDULE 8

SPECIAL CONDITIONS

Sch 8.1 Default

If the Contractor shall fail to provide to the Contract Standard any part of the Service at any time when the same should have been provided under the terms and conditions of this Contract and, in the case of a failure capable of remedy, shall not remedy the same within such time as may be notified by the Authority Representative (such notification to be in writing if time permits) then without any prejudice to any other right or remedy which the Authority may possess in respect of such failure the Authority may:-

- (a) without determining the whole of this Contract Agreement determine this Contract Agreement in respect of such part of the Service only and thereafter itself provided or procure the provision of such part of the Service and/or
- (b) without determining this Contract Agreement in whole or in part deduct from any sum payable to the Contractor such proportion thereof as is considered fair and reasonable by the Authority Representative having regard to the extent and period of the relevant failure and to the terms of this Contract Agreement.
- (c) The remedies of the Authority under the terms of this clause items (a) to (d) may be exercised successively in respect of any given default by the Contractor.
- (d) The Authority may charge the cost of any Service provided or procured by it under the terms of this clause (a) to (e) together with an administration charge equal to 10% of the cost of such Service to the Contractor.
- (e) Recover from the Contractor any additional costs incurred by the Authority including (but without prejudice to the generality of the foregoing).
 - i) Any additional costs to be paid to any Waste Collection Authority arising out of any alteration to their arrangements;
 - ii) Any additional costs in making alternative arrangements for a substituted Service.

as a result of such events and the Contractor shall not be entitled to any additional payments for dealing with any backlog.

For the purpose of this paragraph Sch. 8.1. a failure shall be capable of remedy if the party who has committed the failure can comply with the matter in all respects other than as to the time of the performance.

Sch 8.2 Employment of Existing Staff

NOT USED

CONTRACT SCHEDULES

Sch 8.3 Gratuities

The Contractor shall not whether by itself or by any person employed by it to perform the Service, solicit any gratuity or tip or any form of taking money or reward, collection or charge for any of the Service other than bona fide Charges approved by the Authority.

Sch 8.4 Indemnities and Insurance

- (a) The Contractor shall indemnify and keep indemnified throughout the Contract Period the Authority against all claims demands proceedings costs charges and expenses in respect of or in connection with death or injury to or of any person (including any person employed by the Contractor or any subcontractor) or damage to property real or personal (including property belonging to or in the possession of a person or persons employed by the Contractor or any subcontractor) happening consequent upon or in connection with the carrying out of the Contract. Provided always that this indemnity shall not apply where the death or injury of any person or damage to property real or personal results from any act or default of the Authority, their servants, agents or other contractors (not being employed by the Contractor)

- (b) Insurance against injury, loss or damage to persons or property.

Throughout the period of the Contract the Contractor (but without limiting its obligations and responsibilities under Sch 8 4(a) shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the performance of the Service or in carrying out the Contract. The Contractor shall notify the Authority representative as soon as possible, but not later than within seven days, of any claim, demand or proceedings and to supply such particulars or details thereof as the Authority representative shall reasonably require.

Such insurance shall be effected with an insurer and in terms approved by the Client (which shall not be unreasonably withheld) for at least the sum of Five million Pounds Sterling (£5,000,000) or such other sum as the Authority representative shall from time to time determine.

The terms shall include a provision whereby in any event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Authority the Insurer will indemnify the Authority against such claims and any costs, charged and expenses in respect thereof.

- (c) Accident or injury to workmen.

The Authority shall not be liable for or in any respect of any damages or compensation payable at law in respect of in any consequence of any accident or injury to any workman/workmen or other person in the employment of the Contractor or any subcontractor save and except to the extent that such accident or injury results from or is contributed to by any act or default of the Authority its agents or servants and the Contractor shall indemnify and keep indemnified the Authority against and shall take out insurance to the satisfaction of the Authority representative against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

CONTRACT SCHEDULES

- (d) Insurance of premises, plant and materials.

The Contractor shall whenever required produce evidence to the entire satisfaction of the Authority representative that premises occupied and plant, vehicles and materials used by the Contractor for the purposes of this Contract are insured to their full value.

- (e) Any such insurance shall be effected with an insurer who is subject to English Law and in terms approved by the Authority (which shall not be unreasonably withheld)
- (f) The Contractor shall whenever required produce to the Authority representative the policy or policies of such insurance and the receipt/s for the payment of the current premium/s.
- (g) If the Contractor fails to effect and keep in force the insurances referred in this section the Authority may effect and keep in force any such insurances and pay such premiums as may be necessary and deduct the amount so paid by the Authority as aforesaid from any monies due which become due to the Contractor or recover the same as a debt due from the Contractor.

Sch 8.5 Liability of the Authority

- (a) Subject to its obligations under the contract, the Authority shall not be liable for any injury, loss or damage howsoever caused except for loss or damage directly arising from negligent acts or omission of the Authority, its servants or agents. Damages arising from such negligent acts or omission shall be limited to direct and unavoidable losses and the Contractor shall take all reasonable steps to mitigate such losses.
- (b) The Authority shall in no circumstances be liable to the Contractor for any loss of profit, business or production of any similar loss or damage whether direct, indirect or consequential howsoever caused.

Sch 8.6 Patents, Copyrights

- (a) The Contract price shall include for all royalties licence fees or similar expenses in respect of the making use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.
- (b) The Contractor shall indemnify the Authority against any claim arising from the use manufacture supply or delivery of any process article matter or thing supplied under the Contract which would constitute any infringement of any patent or copyright.

Sch 8.7 Publicity

The Contractor, its agents, servants and employees shall not give any information concerning the Service it is undertaking for publication in the press or radio, television or cinema screen or elsewhere without the written approval of the Authority representative. Clause 18. (Confidentiality) refers.

Sch 8.8 Rights and Duties

All rights and duties which the Authority has as a Local Authority or which the Authority's Officers have as Local Authority Officers are expressly reserved.

CONTRACT SCHEDULES

Sch 8.9 Strikes, Disputes and Breakdowns

Without prejudice to any other provisions of these Contract Conditions in the event of industrial action by the Contractor or its Sub-Contractors workforce or any breakdown of its plant or vehicles that interrupts the Contractors ability to perform the service the Contractor shall reimburse the Authority for any additional costs incurred by the Authority including (but without prejudice to the generality of the foregoing):

- i) Any additional costs to be paid to any Waste Collection Authority arising out of any alteration to their arrangements;
- ii) Any additional costs in making alternative arrangements for a substituted Service

as a result of such events and the Contractor shall not be entitled to any additional payments for dealing with any backlog.

Sch 8.10 Discounts after Initial Contract Period

In the event that the Contractor has won more than one contract and the Contract Price was discounted on the basis of winning ore than one contract but the Authority serves notice to terminate one or more but not all of the Contractor's contracts under Condition 11.1 then in those circumstances the Contract Price for continuing contracts of the Contractor shall be adjusted to take account of the effect of the termination of the other contract or contracts such adjustment to be determined by agreement or if necessary under Condition 27.

CONTRACT SCHEDULES

SCHEDULE 9

FINANCIAL PROVISIONS

The following financial provisions shall apply:-

- Sch 9.1 All accounting periods other than the first and last shall begin on the first, and end on the last, day of each calendar month during the Contract Period.
- Sch 9.2 The first accounting period shall begin on the first day of the Contract Period, and end on the last day of the calendar month during which it began.
- Sch 9.3 The last accounting period shall begin on the first day of the calendar month during which the Contract Period terminates, and end on such termination.
- Sch 9.4 After the end of each accounting period, the Contractor shall submit to the Authority Representative an account in respect of that part of the Service performed during that accounting period. Any such account may be amended by the Contractor to correct purely clerical and arithmetical errors until the certificate mentioned in Paragraph 5 of this Schedule 9 is issued.
- Sch 9.5 Within 14 days of receipt of the account mentioned in paragraph 4 of this Schedule 9, the Authority Representative shall issue a certificate certifying the amount properly due on that account in accordance with the Contract, having regard to the account and any additions or deductions required or authorised by the Contract.
- Sch 9.6 Within 21 days after the issue of such a certificate as is mentioned in paragraph 5 of this Schedule 9, the Authority or the Contractor, as the case may be, shall pay such amount as is properly certified and due. In the event of late payment by either party, that party shall pay interest at the rate shown at Particular Sch 9.9.3 in this Schedule 9.
- Sch 9.7 For the avoidance of doubt, the Contractor shall only be entitled, at the most, to such monies as are shown on the submitted accounts, and in respect of services actually supplied to the Authority by the Contractor or on its behalf.
- Sch 9.8 Subject to the other provisions of the Contract, the amount to be paid to the Contractor in respect of each accounting period shall be the total of the number of tonnes of each description of waste identified in Schedule 2 delivered to the Delivery Points of the Contractor multiplied by the price indicated for that description in Schedule 1.

Sch 9.9.1

During the Contract Period if so requested by the Contractor, the Contract Price shall be reviewed annually on the anniversary of the commencement of the Contract period so as to increase or reduce it by a percentage equivalent to the percentage increase or reduction (if any) shown by the Index since the said commencement, and such increase or reduction shall take effect in respect of the period from the said review to the next such reviews.

Sch 9.9.2 Deductions

Whenever under this agreement any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due or which may become due to the Contractor under this or any other agreement with the Authority.

CONTRACT SCHEDULES

Sch 9.9.3 Overdue Payment Interest

- (a) In the event of failure by the Authority representative to Certify or the Authority to make payment in accordance with the Conditions the Authority shall pay to the Contractor interest on any payment overdue thereunder at a rate per annum equivalent to 3% above the Base Rate of the Authority's bankers current on the date upon which such payment first becomes due.
- (b) In the event of a variation in the Base Rate being introduced whilst such payment remains overdue the interest payable to the Contractor for the period that such payment remains overdue shall be correspondingly varied from the date of each such variation.

Sch 9.9.4 Records

The Contractor shall maintain records in sufficient detail to allow the Council to verify the actual workload upon which contractual payments will be calculated. All records maintained by the Contractor shall be made available to the Authority on demand and without charge. Such records must indicate:

- a) the description of waste received (i.e. household collection, commercial collection, civic amenity residue, litter/street sweepings etc);
- b) the date and time of deposit;
- c) the quantity of waste deposited;
- a) any additional opening agreed with the WDA.

Sch 9.9.5 Taxes Payment of

The Contractor shall be responsible for the payment of Income or other taxes, National Insurance contributions and any other levies arising out of the employment of any person employed by it and shall indemnify the Authority in respect of any liabilities in respect thereof. For the purposes of the Finance (No 2) Act 1975 or any re-enactment thereof the contractor is deemed to be a "sub-contractor". The Contractor shall produce to the Authority such evidence as the Authority shall deem necessary to satisfy the Authority that the Contractor has a valid and current certificate in form 7141, form 714P or form 714C and shall further produce such documents as are set out in the documents published by the Board of Inland Revenue as IR14/15 of 1976 (or any amendment or replacement of that document) to satisfy the Authority that the Contractor is entitled to be paid without deduction of tax pursuant to that Act (or any amendment or re-enactment of that Act). Should the Contractor fail to produce the said documents or any of them, the Authority will deduct tax from any payments due to the Contractor at such rates as are currently in force. However, this condition will not apply if the Contractor carries out work coming within the definition of "Construction operations" as defined by the above Act and subsequently amended by Statutory Instrument.

CONTRACT SCHEDULES

Sch 9.9.6 Value Added Tax

- (a) Sums payable to the Contractor pursuant to this Contract are deemed to be exclusive of Value Added Tax (VAT). Within this Condition “exempt supply”, “tax”, “invoice”, “taxable person” and “taxable supply” shall have the same meaning as in the value Added Tax Act 1983 (the Act) including any amendment or re-enactment thereof and any reference to the Value Added Tax (General) Regulations 1985 (VAT Regulations) shall be treated as a reference to any enactment corresponding to those Regulations for the time being in force in consequence of any amendment or re-enactment of those Regulations.
- (b) The Authority shall pay to the Contractor in the manner hereinafter set out any VAT properly chargeable on the supply by the Contractor of Service at the appropriate rate.
- (c) The Contractor shall concurrently with the issue of the Monthly Statement in accordance with the Conditions inform the client in writing in respect of the Service performed during the period:-
 - (i) Which part or parts of such Service are exempt from VAT.
 - (ii) Which part or parts of such Service bear a zero rate of VAT.
 - (iii) Which part or parts of such Service bear a rate of VAT greater than zero, in each case stating the exact VAT rate chargeable.
- (d) Upon receipt of the Contractors written notice under 9.9.6(c) above, unless the Authority objects to any part of such notice, the Authority representative shall calculate the amount of VAT due in accordance with the contents of such notice and shall so Certify pursuant to the Conditions. At the same time as payment (other than payment in accordance with this paragraph) for Service which were the subject of a Taxable Supply provided by the Contractor as a Taxable Person to the Authority representative is made in accordance with the Contract there shall also be paid by the Authority a sum (separately identified by the Authority representative and in this Condition referred to as “the Tax Payment”) equal to the amount of tax payable by the Contractor on that supply.
- (e) Within seven days of receipt by the Contractor of any payment made by the Authority pursuant to the Conditions, being a payment including VAT the Contractor shall if it agrees with the tax payment or any part thereof issue to the Authority an authenticated receipt of the kind referred to in regulation 21(2) of the VAT Regulations. If it disagrees with that tax payment or any part thereof the Contractor will notify the Authority in writing stating the grounds of its disagreement. Condition 28 (Arbitration) shall not apply to any dispute, difference or question arising within this paragraph.
- (f) If the Authority objects to any part of such notice and such objection cannot be resolved by the parties by agreement, the Authority may require the Contractor to refer to the Commissioners of Custom and Excise (the Commissioners) any dispute, difference or question in relation to any of the matters specified in Section 40 of the Act whether the Contractor is dissatisfied or not.
- (g) If the Contractor refer the matter to the Commissioners (whether or not under 9.9.6(f) above) and the Authority is dissatisfied with their decision on the matter, the Contractor shall at the Authority's request refer the matter to the Value Added Tax Tribunal (The Tribunal) by way of appeal under Section 40 of the Act whether the Contractor is dissatisfied or not. Should the Contractor be required to deposit a sum of money equal to

CONTRACT SCHEDULES

all or part of the tax claimed under Section 40(2) (a) of the Act, the Council shall further reimburse the Contractor any costs or expenses reasonable and properly incurred in making the reference (less any costs awarded to the Contractor by the Tribunal).

- (h) Upon the final adjudication by the Commissioners or, in the event of a reference to a Tribunal, by a Tribunal, the Authority shall pay the amount of VAT adjudged due to the Contractor. Should the amounts already paid by the Authority either by way of payment of VAT or by way of reimbursement of any money required to be deposited by the Contractor with the Commissioners under 9.9.6(g) exceed the VAT adjudged to be due, the Contractor shall forthwith repay such excess to the Authority.
- (i) Notwithstanding any provision to the contrary elsewhere in these Conditions the Authority shall not be obliged to make any further payment to the Contractor if the Contractor is in default in providing the authenticated receipt referred to in 9.9.6(e) above provided that this sub-condition shall only apply where the Authority can show that it requires such receipt to validate any claim for credit for VAT paid or payable which the Authority is entitled to make to the Commissioners.
- (j) If the description of any Service which at the date of Tender comprise taxable or exempt supplies is modified or extended by or under the Act and that modification shall result in the Contractor having to pay either more or less tax or greater or smaller amounts as the case may be shall be a direct expense or direct saving to the Contractor in carrying out the Service and not recoverable or allowable under the Contract or otherwise then there shall be paid to or allowed by the Contractor as appropriate a sum equivalent to that tax or amounts as the case may be.

Provided always that before that tax is included in any payment by the Authority or those amounts are included in any Certificate by the Authority representative as the case may be the Contractor shall supply all the information the Authority representative requires to satisfy himself as to the Contractors entitlement under this paragraph.

The Contractor shall upon demand pay to the Authority the amount of any sum due in accordance with this paragraph and it shall be deemed to be debt due by the Contractor to the Authority and shall be recoverable accordingly.

Sch 9.9.7 In addition to the sums specified in the other paragraphs of this schedule 9, the Authority shall pay to the Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with the provision of the Service. The Contractor shall issue a tax invoice in respect thereof.

Sch 9.10 Value of Variations to Contracts

The value of all variations ordered by the Authority representative in accordance with clause 16 (Modifications) shall be ascertained by the Authority's representative by consultation with the Contractor in accordance with the following principles:-

- (a) Where the Service is of a similar character and executed under similar conditions to a service priced by the Contractor in the Priced Schedules, it shall be valued at such rates and prices contained therein as may be applicable.
- (b) Where the service is not of similar character or is not executed under similar conditions, to rates and prices in the Priced Schedules, shall be used as a basis for valuation so far as may

CONTRACT SCHEDULES

be reasonable, failing which a fair valuation shall be made. Failing agreement between the Authority representative and Contractor as to any rate or price to be applied in valuation of any variation, the Authority representative shall determine the rate or price in accordance with the foregoing principles and he shall notify the Contractor accordingly.

- (c) Where the Service is omitted from the specification or other Contract Documents, the rates and prices contained in the Priced Schedules shall be used to determine the value of the Service omitted.

Sch 9.11 Variation by Virtue of Future Legislation etc

The Contract price shall be adjusted to take fairly into account any additional expense to which the Contractor has been put by compliance with any legal requirements coming into effect or any generally accepted good practice emerging after the tender submission date, and any reduction in expense for which it has or should have benefited by reason of technological change in the Waste Disposal industry.

The date from which any of these adjustments is to be effective, and the price to be paid for the adjustment shall be agreed between the Contractor and the Waste Disposal Authority. In the event of failure to reach agreement, the matter shall be determined in accordance with Condition 27 (Disputes and Arbitration).

The Contractor shall be under a duty to act with commercial prudence and any adjustments under this paragraph shall take account of all of the costs which the Contractor has actually incurred, but also those which he could have reasonably and properly incurred if he had complied with such duty and any such adjustment shall be calculated only on the lower of the two costs.

Sch 9.12 Computation of Index Base

Sch 9.12.1 Where the Index is wholly or in part based upon an index issued by any Government Department the following provisions of this paragraph 9.12 shall apply to any such index.

Sch 9.12.2 If the basis of computation of the index shall change, any official reconciliation between the bases of computation published by the relevant Government Department shall be binding on the parties and shall be applied in adjusting the application of the said index hereto.

Sch 9.12.3 In the absence of such official reconciliation, such adjustment shall be made to the figures of the Index as to make it correspond as nearly as possible to the previous method of computation and such adjusted figures (unless and until officially reconciled figures are published) and in the event of a dispute regarding such adjustment the decision of the authority shall be final.

CONTRACT SCHEDULES

SCHEDULE 10

AUDIT REQUIREMENTS

- Sch 10.1 It shall be assumed until the contrary is proved to the satisfaction of the Authority representative that the amounts of waste in each description of waste indicated in Schedule 2 is not greater than the amount shown in respect of that description in Schedule 2.
- Sch 10.2 The Authority shall only pay in respect of the amounts of waste which the Contractor proves to the satisfaction of the Authority Representative has been actually received at the Delivery Points for which the Authority are obliged to make payments under the Contract.
- Sch 10.3 The Contractor shall permit the Authority Representative to have access at all times to the premises, facilities and records of the Contractor, and, if so required, ensure that its Officers, servants and agents give such information and other assistance to the Authority Representative as will enable him to carry out his duties under this Schedule 10.
- Sch 10.4 The Contractor shall install weighbridges pursuant to Paragraph 3 of Schedule 3 at all accesses to all Delivery Points to ensure that all waste delivery vehicles are weighed in and out, and computerised weight tickets can be issued. The Authority will only make payment against such tickets.
- Sch 10.5 The Authority Representative may require the Contractor to operate a system of vehicle identification to distinguish between waste for which the Authority is liable to pay under this Contract from other waste.
- Sch 10.6 The general duty of the Authority Representative under this Schedule 10 is to ensure that the Authority is not charged for, and does not pay, any greater sums than it is liable to pay under the terms of the Contract.

CONTRACT SCHEDULES

SCHEDULE 11

AUTHORITY'S PREMISES AND EQUIPMENT

Sch 11.1 Premises

- (a) Any premises remaining in the ownership of the Authority, made partly or wholly available to the Contractor, by lease or other mutually agreed arrangement, shall be occupied or used solely for the performance of the Service.
- (b) On any premises made available to the Contractor where security is maintained by means of locked gates or the like, the Contractor or its employees shall be required to ensure that the premises remain in a secure state upon completion of the Service each day. In the event of the Contractor leaving the premises unattended for any period during the working day the premises must be left in a secure state.
- (c) The Contractor shall exercise a common duty of care, on any premises made available to the Contractor that remain in the ownership of the Council, and indemnify the Council against all claims in respect of any liability under the Occupiers Liability Act 1957 as supplemented by the Occupiers Liability Act 1984 and the Contractor shall act in a reasonable manner to all persons entering such premises at all times whether they have lawful authority to be in the vicinity or not.
- (d) No building whether temporary or permanent or caravan or the like vehicle which the Contractor may require for its purposes may be erected or placed upon any premises in the ownership of the Authority without the prior consent in writing of the Authority representative.
- (e) If any damage, loss or injury from any cause whatsoever (save as and except for the Excepted Risks defined as Act of God, riot, war, Invasion, or foreign enemies hostilities (whether declared or not), Civil war, rebellion, revolution, insurrection or military or usurped power all of which are herein collectively referred to as "the excepted risks" shall happen to any of the Authority's premises, plant, vehicles or equipment, on premises occupied or used by the Contractor for the purpose of this Contract, the Contractor shall at its own expense repair and make good the same, so that at the end of the Contract period the said premises, plant, vehicle or equipment shall be in good working order and condition in conformity with the requirements of the Contract and Authority representative's instructions.

CONTRACT SCHEDULES

SCHEDULE 12

QUALITY ASSURANCE

Sch 12.1 Quality Assurance

- (a) The Authority will require the Contractor to have been assessed and registered with the B.S.I. for the Practice of Waste Disposal, or demonstrate that it is actively pursuing such assessment and therefore registration within 4 years of the commencement date of the contract. The Contractors attention is drawn to the provisions of BS EN ISO 9001:2000 – “Quality Management Systems: Requirements”

The Contractor shall establish, document and maintain an inspection system capable of producing objective evidence that the Services provided conform to the requirements of the Contract whether processed by the Contractor or procured from sub-contractors. The Contractor shall ensure that the essential inspection requirements are determined and satisfied throughout all phases of the Service, in accordance with BS EN ISO 9001:2000 – “Quality Management Systems: Requirements”

- (b) The Contractor shall perform or be responsible for the performance of all inspections and tests necessary to substantiate that the Services offered for acceptances conform to the specified requirements in accordance with BS EN ISO 9001:2000 – “Quality Management Systems: Requirements”

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SCHEDULE 13

INDEX FORMULA

Sch 13.1 Review Method of

For the second and subsequent years of the Contract Period, the Annual Sum, unit rates and Daywork Rates shall be increased or decreased on the Review Dates calculated using the Monthly Digest of Statistics, Retail Price Index. (All Items Index) as prepared by the Government Statistical Service published by the Central Statistical Office.

For the First Review the Calculations will be as follows:

$\frac{\text{RPI 28 days prior to 1st Review}}{\text{RPI 28 days prior to the Date for the Return of Tenders}} \times \text{Standard Cost per Tonne of Disposal}^*$

For the Second Review the Calculations will be as follows:

$\frac{\text{RPI 28 days prior to 2nd Review}}{\text{RPI 28 days prior to the 1st Review}} \times \text{Standard Cost per Tonne of Disposal}^*$

and so for the third and subsequent Reviews.

*similar indexation formula are to be applied to:

- (a) The Cost per Tonne of Disposal as amended by the Variation in Intake provision Schedule 1 - Clause Sch 1.9 refers
- (b) The Cost per hour of Emergency Opening provision Schedule 1 - Clause Sch 1.3 refers
- (c) The Cost per hour of Civil Defence & Emergency cover provision Schedule 15 - Clause 15.1 refers.

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SCHEDULE 14

NOT USED

CONTRACT SCHEDULES

Amendment No 2

Schedule 15a.

FINANCIAL BURDEN OF REQUESTS With respect to the contract for Waste Disposal Services in THE EAST DEVON DISTRICT COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
(a)	Manager/Administrator (or similar grade)	Section 43 Commercial Interest
(b)	Foreman (or similar grade)	Section 43 Commercial Interest
(c)	Labourer (or similar grade)	Section 43 Commercial Interest
(d)	Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
(e)	Front Loader (or similar)	Section 43 Commercial Interest
(f)	Light van or pickup (or similar)	Section 43 Commercial Interest
(g)	7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(h)	16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(j)	30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
(k)	30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
(m)	3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
(n)	32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
(p)	5 tonne mobile crane (or similar)	
(q)	15 tonne mobile crane (or similar)	
(r)	30 tonne mobile crane (or similar)	
(s)	Tanker vehicle with spray bars (or similar)	
(t)	Vehicle with snowplough or gritting attachments (or similar)	
(u)	Road sweeping/gully emptying vehicle (or similar)	

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

Amendment No 2

Schedule 15b.

FINANCIAL BURDEN OF REQUESTS
With respect to the contract for Waste Disposal Services in
THE EXETER CITY COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
	(a) Manager/Administrator (or similar grade)	Section 43 Commercial Interest
	(b) Foreman (or similar grade)	Section 43 Commercial Interest
	(c) Labourer (or similar grade)	Section 43 Commercial Interest
	(d) Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
	(e) Front Loader (or similar)	Section 43 Commercial Interest
	(f) Light van or pickup (or similar)	Section 43 Commercial Interest
	(g) 7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
	(h) 16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
	(j) 30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
	(k) 30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
	(m) 3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
	(n) 32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
	(p) 5 tonne mobile crane (or similar)	-
	(q) 15 tonne mobile crane (or similar)	
	(r) 30 tonne mobile crane (or similar)	
	(s) Tanker vehicle with spray bars (or similar)	
	(t) Vehicle with snowplough or gritting attachments (or similar)	
	(u) Road sweeping/gully emptying vehicle (or similar)	

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

Amendment No 2

Schedule 15c.

FINANCIAL BURDEN OF REQUESTS With respect to the contract for Waste Disposal Services in THE MID DEVON DISTRICT COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
(a)	Manager/Administrator (or similar grade)	Section 43 Commercial Interest
(b)	Foreman (or similar grade)	Section 43 Commercial Interest
(c)	Labourer (or similar grade)	Section 43 Commercial Interest
(d)	Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
(e)	Front Loader (or similar)	Section 43 Commercial Interest
(f)	Light van or pickup (or similar)	Section 43 Commercial Interest
(g)	7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(h)	16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(j)	30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
(k)	30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
(m)	3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
(n)	32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
(p)	5 tonne mobile crane (or similar)	
(q)	15 tonne mobile crane (or similar)	
(r)	30 tonne mobile crane (or similar)	
(s)	Tanker vehicle with spray bars (or similar)	
(t)	Vehicle with snowplough or gritting attachments (or similar)	
(u)	Road sweeping/gully emptying vehicle (or similar)	

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

Amendment No 2

Schedule 15d.

FINANCIAL BURDEN OF REQUESTS
With respect to the contract for Waste Disposal Services in
THE NORTH DEVON DISTRICT COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
(a)	Manager/Administrator (or similar grade)	Section 43 Commercial Interest
(b)	Foreman (or similar grade)	Section 43 Commercial Interest
(c)	Labourer (or similar grade)	Section 43 Commercial Interest
(d)	Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
(e)	Front Loader (or similar)	Section 43 Commercial Interest
(f)	Light van or pickup (or similar)	Section 43 Commercial Interest
(g)	7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(h)	16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(j)	30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
(k)	30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
(m)	3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
(n)	32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
(p)	5 tonne mobile crane (or similar)	
(q)	15 tonne mobile crane (or similar)	
(r)	30 tonne mobile crane (or similar)	
(s)	Tanker vehicle with spray bars (or similar)	
(t)	Vehicle with snowplough or gritting attachments (or similar)	-
(u)	Road sweeping/gully emptying vehicle (or similar)	

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

Amendment No 2

Schedule 15e.

FINANCIAL BURDEN OF REQUESTS With respect to the contract for Waste Disposal Services in THE SOUTH HAMS DISTRICT COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
(a)	Manager/Administrator (or similar grade)	Section 43 Commercial Interest
(b)	Foreman (or similar grade)	Section 43 Commercial Interest
(c)	Labourer (or similar grade)	Section 43 Commercial Interest
(d)	Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
(e)	Front Loader (or similar)	Section 43 Commercial Interest
(f)	Light van or pickup (or similar)	Section 43 Commercial Interest
(g)	7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(h)	16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(j)	30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
(k)	30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
(m)	3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
(n)	32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
(p)	5 tonne mobile crane (or similar)	
(q)	15 tonne mobile crane (or similar)	
(r)	30 tonne mobile crane (or similar)	-
(s)	Tanker vehicle with spray bars (or similar)	
(t)	Vehicle with snowplough or gritting attachments (or similar)	
(u)	Road sweeping/gully emptying vehicle (or similar)	

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

Amendment No 2

Schedule 15f.

FINANCIAL BURDEN OF REQUESTS With respect to the contract for Waste Disposal Services in THE TEIGNBRIDGE DISTRICT COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
(a)	Manager/Administrator (or similar grade)	Section 43 Commercial Interest
(b)	Foreman (or similar grade)	Section 43 Commercial Interest
(c)	Labourer (or similar grade)	Section 43 Commercial Interest
(d)	Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
(e)	Front Loader (or similar)	Section 43 Commercial Interest
(f)	Light van or pickup (or similar)	Section 43 Commercial Interest
(g)	7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(h)	16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(j)	30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
(k)	30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
(m)	3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
(n)	32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
(p)	5 tonne mobile crane (or similar)	-
(q)	15 tonne mobile crane (or similar)	
(r)	30 tonne mobile crane (or similar)	
(s)	Tanker vehicle with spray bars (or similar)	
(t)	Vehicle with snowplough or gritting attachments (or similar)	
(u)	Road sweeping/gully emptying vehicle (or similar)	-

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

Amendment No 2

Schedule 15g.

FINANCIAL BURDEN OF REQUESTS
With respect to the contract for Waste Disposal Services in
THE TORRIDGE DISTRICT COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
(a)	Manager/Administrator (or similar grade)	Section 43 Commercial Interest
(b)	Foreman (or similar grade)	Section 43 Commercial Interest
(c)	Labourer (or similar grade)	Section 43 Commercial Interest
(d)	Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
(e)	Front Loader (or similar)	Section 43 Commercial Interest
(f)	Light van or pickup (or similar)	Section 43 Commercial Interest
(g)	7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(h)	16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(j)	30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
(k)	30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
(m)	3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
(n)	32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
(p)	5 tonne mobile crane (or similar)	
(q)	15 tonne mobile crane (or similar)	-
(r)	30 tonne mobile crane (or similar)	-
(s)	Tanker vehicle with spray bars (or similar)	
(t)	Vehicle with snowplough or gritting attachments (or similar)	-
(u)	Road sweeping/gully emptying vehicle (or similar)	

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

Amendment No 2

Schedule 15h.

FINANCIAL BURDEN OF REQUESTS
With respect to the contract for Waste Disposal Services in
THE WEST DEVON DISTRICT COUNCIL AREA

		Cost per hour to be met by Authority
Sch 15.1	Civil Defence and Emergencies - Condition 24 Per man hour	
(a)	Manager/Administrator (or similar grade)	Section 43 Commercial Interest
(b)	Foreman (or similar grade)	Section 43 Commercial Interest
(c)	Labourer (or similar grade)	Section 43 Commercial Interest
(d)	Driver (or similar grade) Per machine hour	Section 43 Commercial Interest
(e)	Front Loader (or similar)	Section 43 Commercial Interest
(f)	Light van or pickup (or similar)	Section 43 Commercial Interest
(g)	7.5 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(h)	16/24 tonne tipping vehicle (or similar)	Section 43 Commercial Interest
(j)	30 tonne Rolonof vehicle (or similar)	Section 43 Commercial Interest
(k)	30.6 cu m closed Rolonof compaction container (or similar)	Section 43 Commercial Interest
(m)	3000 gallon Rolonof tank container (or similar) (1,500 gallon)	Section 43 Commercial Interest
(n)	32/38 tonne articulated vehicle (or similar)	Section 43 Commercial Interest
(p)	5 tonne mobile crane (or similar)	-
(q)	15 tonne mobile crane (or similar)	-
(r)	30 tonne mobile crane (or similar)	
(s)	Tanker vehicle with spray bars (or similar)	
(t)	Vehicle with snowplough or gritting attachments (or similar)	
(u)	Road sweeping/gully emptying vehicle (or similar)	

The above Contractor's rates are only for equipment within their own fleet capacity.

CONTRACT SCHEDULES

SCHEDULE 16

WASTE MANAGEMENT STRATEGY

See Attached DWM document.

CONTRACT SCHEDULES

SCHEDULE 17

ALTERNATIVE METHODS OF DISPOSAL

See Attached DWM document.



Schedule 17

ALTERNATIVE METHODS OF DISPOSAL

Devon Waste Management's (DWM) declared strategy for the fulfilment of this contract is predominantly landfill based in line with the Company's existing asset base but DWM will be pursuing alternative disposal methods which can be shown to be viable in those areas of the County where existing or anticipated costs are high and where new developments or changes are programmed for the early years of this contract. The opportunity may arise for the replacement of some landfill options by alternative disposal methods providing cost variations are not prohibitive.

DWM's recycling strategy is outlined in the Recycling Statement included with the tender and explains the Company's attitude in pursuing the alternative strategies listed below:

COWS, Chelson Meadow, Plymouth

DWM will continue with the joint SWW composting trial at Chelson which has the aim of proving composting techniques using domestic waste and sewage sludge and which could be exploited at a number of locations in the County for moderate waste input quantities. The success of the trial will depend on the cost of the process, the quality of the composted material and potential markets for the product. The results of the trial should be known by the summer of 1993 when a decision will be made whether or not to expand the trial to a full scale project.

Greendale Barton, Woodbury Salterton, East Devon

DWM are in discussions with Rendel Science and Environment Ltd and Advanced Recycling Technologies Ltd on an alternative composting proposal at Greendale



Barton. This site is a fully serviced, large storage facility ideally suited to aerobic composting and is close to waste arisings in East Devon, Mid Devon and Exeter. Development could tie in chronologically with the situation at Sutton Barton, Incinerator or Punchbowl and could reduce the dependence on landfill extensions or new developments in the region. Negotiations are about to commence with the site owner for an option to secure the use of the premises which would be exercisable after investigations and financing arrangements have been completed and statutory permissions obtained. This technology may eventually coincide with the subsequent development of COWS techniques and is seen by DWM as an opportunity to diversify the technology and participant base.

DWM should be in a position to proceed with this proposal in the summer or autumn of 1993 depending on the influence of the COWS experience. Initial indications suggest that the cost of this process could be comparable with the future costs of disposal in the East Devon area.

Torbay and Tavistock

The technology associated with COWS and Greendale could make composting at Torbay and Tavistock economically viable because both these disposal centres are associated with additional waste transfer and haulage costs. DWM is actively pursuing a joint use of Yalberton Quarry with ARC for inert filling and composting, utilising Torbay Transfer Station facilities. The 1994 tender for Torbay waste would provide an ideal opportunity to incorporate composting into a bid at that time. Waste arisings in Tavistock are small but DWM will be investigating composting utilising facilities at the Crowndale recycling compound and the Shillamill extension.

Waste to Energy

DWM will be investigating the feasibility of a waste to energy plant in the Plymouth area. The development status of Plymouth and the potential annual waste arising in excess of 150,000 tonnes from the surrounding area suggest that

an energy recycling facility may be viable. In addition, although the medium term market for compost is likely to be sound, substantial quantities of compost could adversely effect the viability of that market in the long term. Recent work by DWM advisors suggest that gate prices ranging from £15.00 to £20.00 per tonne may be possible if further tranches of the Non Fossil Fuel Obligation are extended by the Government beyond 1998. For these reasons, DWM will investigate this proposal in parallel with other options outlined above as a replacement for the Chelson Meadow landfill facility.

Exeter Incinerator

DWM wish to promote the continued use of the Exeter Incinerator which will postpone the need for new landfill capacity in the East and Mid Devon areas. Operated within HMIP authorised requirements, the incinerator is capable of providing an effective, environmentally sound disposal route for around 60,000 tonnes of waste annually. These advantages are reflected in the recent DOE consultation draft of the PPG on Planning and Pollution Controls.

The Company's contract waste management strategy, therefore, provides for the use of the Incinerator up to 1996 at which time it is anticipated that extensive development works would be required to raise emission quality to new EC/HMIP standards. The scale of the works required to raise an existing plant up to new standards is difficult to assess at this stage and therefore, impossible to allow for in the tender without the risk of becoming uncompetitive. The inclusion of an electricity generation facility, for instance, would depend on the renewal of the NFFO which has yet to be announced.

The contract waste management strategy, therefore, provides for the transfer and haulage of waste to the Punchbowl landfill site after 1996. DWM will, in the meantime, be examining the cost and operational implications of continuing to use the Incinerator after 1996 and may wish to ask the Waste Disposal Authority to consider a modification in accordance with the provisions of the contract.



Waste Delivery Point, North Devon

The Company's waste management strategy for this contract provides for the disposal point for North Devon District Council waste to be at Deep Moor Waste Disposal site near Torrington. This is a continuation of the current practice and the Company anticipates that the Waste Disposal Authority will not be subject to any financial liability as required by Schedule 3.2. DWM is willing to consider the provision of a waste delivery point at the Seven Brethren Civic Amenity/Recycling Centre if this would be helpful to the WDA or the District Council subject to a modification as allowed for in the contract. The Company will also be tendering for the County Council's Civic Amenity and Recycling Contracts and that may be the opportunity to widen the scope of operations at the Seven Brethren site.

In accordance with the requirements of Clause 6 of the Conditions of Contract, DWM is keen to keep the WDA fully informed on all these developments and involved in discussions with other parties. It is the Company's declared aim, implicit in the Environmental Charter, to develop a long term waste management strategy which is acceptable to the WDA, statutory regulators, customers and the public, within the context of the Devon environment.

All these alternative strategies could provide a means of reducing the amount of waste disposal to landfill by up to 40% in the areas where they are appropriate. DWM would welcome the opportunity of discussing modifications to the contract at the appropriate time as provided for in Clauses 9.3, 14 and 16 of the Condition of Contract and this Schedule.

Ref A

Schedule 17
Development Plan for DCC Tender - 13 August 1992

Void Space Remaining at Jan of Year

All figures 1000s m³

Site	Total Anticipated Intake	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Sutton Existing	59	148	89	30																	
Sutton Extn.				100	71	12															
Incinerator	56	56	56	56	56																
Punchbowl	39 to 1996	93	54	15																	
Punchbowl Extn.	161 after 1996		1300	1276	1237	1085	924	763	602	441	280	119									
Deep Moor	107	1176	1069	963	856	749	642	535	428	321	214	107	0								
Chelston Phase 1 to CL 343 levels	270 until 1995																				
	287 1996	1230	960	690	420	133															
Phase 2 Extn.	302 1997					1160	991	679	349	19											
Phase 3 Extn.	312 1998									1950	1639	1309	979	649	319 Nov						
Phase 3 Extn.	330 from 1999																				
Combbow	31	176	145	114	83	52	21														
B Ball	45	155	110	65	20 Mgy																
Grand Total	with extensions	3034	2483	3333	2782	3343	2759	2138	1540	2852	2294	1696	1098								
Void Space	without extensions	3034	2483	1933	1382	783	179														



Confidential

13 August 1992

Schedule 17

**Destination of Waste - DCC Tender
North Devon District W.C.A.**

Strategy	Type of Waste	Total Tonnage P.A.	Disposal Point and Tonnage P.A.	Final Destination													
				93	94	95	96	97	98	99	00	01	02	03	04	05	06	07
WCA deliver direct to Deep Moor	Household C.A. W.C.A. Trade Commercial	} 34,300 37,000	Deep Moor	Deep Moor													

Torridge District W.C.A.

WCA deliver direct to Deep Moor	Household C.A. W.C.A. Trade Commercial	} 23,600 Included in North Devon figures	Deep Moor	Deep Moor													
---------------------------------	--	---	-----------	-----------	--	--	--	--	--	--	--	--	--	--	--	--	--

Mid Devon District W.C.A.

Assume Punchbowl extn. obtained.	Household C.A. W.C.A. Trade Commercial Incinerator Ash	} 27,900 3,000 7,500	Punchbowl	Punchbowl													
			Punchbowl	Punchbowl Extension													
			Punchbowl	Punchbowl													

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CONTRACT SCHEDULES

SCHEDULE 18

ENVIRONMENTAL PROTECTION

Sch 18.1 The Contractor shall, in respect of every site and other facility which it operates or which is available to it for the conduct of operations directly or indirectly associated with its performance of its obligations under the Contract, prepare at such intervals as the Authority Representative shall reasonably decide, not being more frequently than once in each calendar year, and publish, a full Environmental Audit in such form and covering such subjects as the Authority Representative may determine, and the Authority Representative may, having regard to such Audit, impose such requirements on the Contractor for the protection of the environment as he shall determine, and the Contractor shall comply with such requirements.

Sch 18.2 The Authority may set up an Environmental Advisory Council (“the Council”) to advise the Authority Representative in monitoring the performance by the Contractor of its obligations under the Contract, at the reasonable expense of the Contractor. The constitution and procedures of the Council shall be determined by the Authority, and the Council shall advise both parties on the discharge of their functions under the Contract.

Sch 18.3 The Contractor shall prepare an Environmental Charter and environmental reports, to the satisfaction of the Authority Representative.

Sch 18.4 Objectives of Environmental Charter, Audit and Reports.

Sch 18.4.1 The Environmental Charter shall establish the environmental criteria by which the Contractor will wish to be judged. It will be the Contractor's policy and will establish specific targets and requirements the Contractor wishes to achieve. However, once these have been submitted to the Authority Representative, the Contractor shall comply with the said Charter and its objectives.

Sch 18.4.2 Annual Environmental Audits of each Delivery Point and all other facilities operated by the Contractor in connection with the provision of the Service and the Contractor's organisation shall indicate how the Contractor has performed against the criteria established in the Environmental Charter.

Sch 18.4.3 An Environmental Report shall draw conclusions from the Environmental Audits and if necessary propose changes to the Environmental Charter.

Sch 18.5 The Environmental Charter

Sch 18.5.1 The responsibility for the writing and contents of the Environmental Charter shall be that of the Contractor.

Sch 18.5.2 The said Charter shall establish the policies of the Contractor with regard to the environment in the widest sense. This shall include the created and natural environment within each facility operated by the Contractor and the external environment, which may be affected by any of the Contractor's facilities. The said Charter shall also establish specific objectives and targets for the environment referred to elsewhere in this Schedule 18

Sch 18.5.3 The Contractor shall submit an Environmental Charter to the Authority Representative within one year from the date of the Contract. Thereafter, the Contractor shall submit revised Environmental Charters as he considers necessary save that the Authority Representative may require the Contractor to submit a new or revised Charter if the current Charter has been in force for 5 years or more.

CONTRACT SCHEDULES

Sch 18.6. Environmental Audits

- Sch 18.6.1 The Contractor shall undertake an Environmental Audit of each of the facilities operated in the provision of the Service at no more than 12 month intervals. The Contractor shall also undertake an annual Environmental Audit of his organisation in as much as it is relevant to the contents of the Environmental Charter.
- Sch 18.6.2 A programme for Environmental Audits shall be submitted to the Authority Representative for his approval. The results of the Environmental Audits shall be submitted to the Authority Representative within six weeks of being completed.

Sch 18.7 Annual Environmental Report

- Sch 18.7.1 The Contractor shall prepare an Annual Environmental Report which takes account of the Environmental Audits and the policies and objectives of the Environmental Charter. The report will measure actual performance against objectives and recommend any actions to improve performance. The report may also lead to amendments to the Environmental Charter.
- Sch 18.7.2 The Contractor shall submit the Annual Environmental Report to the Authority Representative.

Sch 18.8 Rights of Publication

- Sch 18.8.1 The Authority shall have the right to publish the whole or part of each of the Environmental Charter, Environmental Audits and Annual Environmental Report.
- Sch 18.8.2 The Authority shall have the right to publish observations on the documents mentioned in sub-paragraph 8.1.
- Sch 18.9 The basis upon which the Environmental Charter shall be written is as stated in paragraph 10 of this Schedule 18, unless and until the Authority Representative determines otherwise.

CONTRACT SCHEDULES

SCHEDULE 19

NOT USED

CONTRACT SCHEDULES

SCHEDULE 20

NOT USED

CONTRACT SCHEDULES

SCHEDULE NO 21

DEVON COUNTY COUNCIL

FORM OF BANK AUTHORITY

The Manager,

.....
.....
.....
.....

COMPANY NAME: Devon Waste Management Limited

I hereby authorise you to supply to The Director of Resources, of Devon County Council, information on the financial status of the Company, Banker's reference, legal charges against the Company together with detail of any mortgages.

Signed Date

Position

Signed Date

Position

The value of the Contract is £ Per

The Council's Banker is:-

Barclays Bank Plc 20-30-47
Exeter High Street
29 High Street
EXETER
EX4 3LL

Resources Directorate
Devon County Council
County Hall
Topsham Road
EXETER
EX2 4QJ

CONTRACT SCHEDULES

SCHEDULE NO 22

To: Resources Directorate
Devon County Council
County Hall
Topsham Road
EXETER
EX2 4QJ

FINANCIAL INFORMATION

Name of Contract:	WASTE DISPOSAL CONTRACTS	
Company Name:	Devon Waste Management Limited	
Registered Office Address	Cranmere Court, Matford Business Park, Exeter. EX2 8 PW	
Company's Registration No	26529398	
Date of Registration	31 October 1991	
Company's Bankers	Not yet appointed	If more
Address	.....	than one
	.....	banker
	.....	provide
	.....	details on
	.....	separate
	.....	sheet.

If the company is a subsidiary of another state the name of the holding/parent company:
Devon County Council

Will this company guarantee completion of the contract

If the company is a parent/holding company please provide details of subsidiaries.

N/A

If necessary

..... use continuation

..... sheet

Contd.

CONTRACT SCHEDULES

SCHEDULE NO 22

Continuation Sheet 1

FINANCIAL INFORMATION

If there are any mortgages or charges against the company specify

None

.....

Estimated value of works uncompleted but started at the date of your completion of this form £ None over None months*

Estimated value of work which has not yet been started, but which you are under a contractual obligation to carry out £ None over None months*

* Please state approximate period

State the approximate number of employees currently directly employed by your Company on a regular basis under the following groups:

- (a) Administrative and Clerical Staff 9
- (b) Technical Staff 16
- (c) Operatives 40

Has the company tendered for a contract with the Authority within the last six months .No

- If yes state (a) Contract -
(b) Value £ -

Please provide: -

- (a) latest two years of audited accounts, to include
 - (i) Profit and Loss Account
 - (ii) Balance Sheet
 - (iii) Directors Report
 - (iv) Source and Application of Funds (Funds Flow Statement)
 - (v) Notes to the Accounts, and
 - (vi) Auditors Reports
- (b) Completed copy of “Bankers Authority” letter (one copy will be required for each banker of the Contractor).

CONTRACT SCHEDULES

SCHEDULE NO 22

Continuation Sheet 2

FINANCIAL INFORMATION

(c) If applicable, accounts of the holding company (as in (a) above)

- NB 1. In the event of queries arising out of information provided, the County Council reserves the right to make further financial enquiries from whatever source it considers necessary.
2. If the company has tendered for a contract with this Authority within the past six months, and at the same time supplied the information in (a) and (c) above there is no need to send further copies. However, another "Bank Authority" letter will be required.

(To sign - any two Directors of the Company)

Signed

Date 13 August 1992

Position Senior Executive Director

Signed

Date 13 August 1992

Position Director

CONTRACT SCHEDULES

SCHEDULE NO 23

FORM OF CERTIFICATE RELATING TO INSURANCE OF THIRD PARTY RISK
with respect to the Contract for Waste Disposal Services in the
COUNTY OF DEVON

To : DEVON COUNTY COUNCIL.
Contractor :
Contract :
Policy No :
Period of Contract :

THIS IS TO CERTIFY that the above numbered Policy, subject to any special limitations or exclusions specified below, holds the Contractor and the Authority covered in respect of all Third Party Risks referred to in the Conditions of Contract, which-states that;-

Insurance Against Injury, Loss or Damage to Persons and Property

Throughout the period of the Contract the Contractor (but without limiting its obligations and responsibilities under Schedule 8.1.4) shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the performance of the Service in carrying out the Contract. The Contractor shall notify the Authority representative as soon as possible, but not later than within seven days, of any claim, demand or proceedings and to supply such particulars or details thereof as the Authority representative shall reasonably require.

Such insurance shall be effected with an insurer and in terms approved by the Authority representative (which shall not be unreasonably withheld) for at least the sum of Five million Pounds Sterling (£5,000,000.) or such other sum as the Authority representative shall from time to time determine.

The terms shall include a provision whereby in any event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Authority the Insurer will indemnify the Authority against such claims and any costs, charges and expense in respect thereof.

The Contractor shall whenever required produce to the Authority representative the policy or policies of such insurance and the receipt/s for the payment of the current premium/s.

Contd.

CONTRACT SCHEDULES

SCHEDULE NO 23

Continuation Sheet 1

FORM OF CERTIFICATE RELATING TO INSURANCE OF THIRD PARTY RISK
with respect to the Contract for Waste Disposal Services in the
COUNTY OF DEVON

WE have noted your interest in the policy in respect of the aforesaid risks and we undertake to inform you immediately if any instruction is given to discontinue the insurance.

Special exclusions or limitations (if any):-

Insurers :

Address :

:

:

: Postcode

Telephone No. :

Contact. :

Insurers Signature :

Date. :

* The signature to be that of the General Manager or Secretary of the Company effecting the insurance or other duly authorised person.

CONTRACT SCHEDULES

SCHEDULE NO 24

FORM OF CERTIFICATE RELATING TO INSURANCE OF CONTRACTOR'S EMPLOYEES.
with respect to the Contract for Waste Disposal Services in the
COUNTY OF DEVON

To : DEVON COUNTY COUNCIL.
Contractor :
Contract :
Policy No :
Period of Contract :

THIS IS TO CERTIFY that the above numbered Policy, subject to any special limitations or exclusions specified below, holds the Contractor and the Authority covered in respect of all Third Party Risks referred to in the Condition 5 of Contract, which states that;-

Accident or Injury to Workmen

The Authority shall not be liable for or in any respect of any damages or compensation payable at law in respect or in any consequence of any accident or injury to any workman/workmen or other person in the employment of the Contractor or any sub-contractor save and except to the extent that such accident or injury results from or is contributed to by any act or default of the Authority its agents or servants and the Contractor shall indemnify and keep indemnified the Authority against and shall take out insurance to the satisfaction of the Authority representative against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall whenever required produce to the Authority representative the policy or policies of such insurance and the receipt/s for the payment of the current premium/s.

Contd.

CONTRACT SCHEDULES

SCHEDULE NO 24

Continuation Sheet 1

FORM OF CERTIFICATE RELATING TO INSURANCE OF CONTRACTOR'S EMPLOYEES.

with respect to the Contract for Waste Disposal Services in the
COUNTY OF DEVON

WE have noted your interest in the policy in respect of the aforesaid risks and we undertake to inform you immediately if any instruction is given to discontinue the insurance.

Special exclusions or limitations (if any):-

Insurers :

Address :

:

:

: Postcode

Telephone No. :

Contact. :

Insurers Signature :

Date. :

* The signature to be that of the General Manager or Secretary of the Company effecting the insurance or other duly authorised person.

CONTRACT SCHEDULES

SCHEDULE NO 25

FORM OF CERTIFICATE RELATING TO INSURANCE OF PREMISES, PLANT AND MATERIALS.
with respect to the Contract for Waste Disposal Services in the
COUNTY OF DEVON

To : DEVON COUNTY COUNCIL.
Contractor :
Contract :
Policy No :
Period of Contract :

THIS IS TO CERTIFY that the above numbered Policy, subject to any special limitations or exclusions specified below, holds the Contractor and the Authority covered in respect of all Third Party Risks referred to in the Conditions of Contract, which states that:-

Insurance of Premises, Plant and Materials

The Contractor shall whenever required produce evidence to the entire satisfaction of the Authority representative that the premises occupied and plant, vehicles and materials used by the Contractor for the purposes of this Contract are insured to their full value.

The Contractor shall insure in the joint names of the Authority and the Contractor all vehicles and plant which the Contractor provides under the terms of the Contract to their full replacement value against loss or damage from whatsoever cause arising and in such manner that the Authority and Contractor are covered for the period of the Contract. Such insurance shall be effected with an insurer and in terms approved by the Authority representative (which approval shall not be unreasonably withheld).

The Contractor shall whenever required produce to the Authority representative the policy or policies of such insurance and the receipt/s for the payment of the current premium/s.

Contd.

CONTRACT SCHEDULES

SCHEDULE NO 25

Continuation Sheet 1

FORM OF CERTIFICATE RELATING TO INSURANCE OF PREMISES, PLANT AND MATERIALS.
with respect to the Contract for Waste Disposal Services in the
COUNTY OF DEVON

WE have noted your interest in the policy in respect of the aforesaid risks and we undertake to inform you immediately if any instruction is given to discontinue the insurance.

Special exclusions or limitations (if any):-

Insurers :

Address :

:

:

: Postcode

Telephone No. :

Contact. :

Insurers Signature :

Date. :

* The signature to be that of the General Manager or Secretary of the Company effecting the insurance or other duly authorised person.

CONTRACT APPENDICES

APPENDIX 1

NOT USED

CONTRACT APPENDICES

APPENDIX 2

NOT USED

CONTRACT APPENDICES

APPENDIX 3

NOT USED

CONTRACT APPENDICES

APPENDIX 4

NOT USED

CONTRACT APPENDICES

APPENDIX 5

NOT USED

CONTRACT APPENDICES

APPENDIX 6

NOT USED

CONTRACT APPENDICES

APPENDIX 7

NOT USED

CONTRACT APPENDICES

APPENDIX 8

NOT USED

CONTRACT APPENDICES

APPENDIX 9

NOT USED

CONTRACT APPENDICES

APPENDIX 10

NOT USED

CONTRACT APPENDICES

APPENDIX 11

NOT USED

CONTRACT APPENDICES

APPENDIX 12

NOT USED

CONTRACT APPENDICES

APPENDIX NO. 13

RECYCLING

App 13.1 Recycling as related to tonnage input

The County expects that the Government recycling target of 25% of the subject waste by the year 2000 will be achieved. The tonnages of waste for successive years will therefore take into account this probability. The additional influence of population trends on waste arisings is also used in producing the base or median tonnage figure for any particular year.

App 13.2 Recycling as contractor's initiative

Recycling of all wastes received for disposal is encouraged.

As far as the WCA collected and civic amenity wastes are concerned, any recycling must accord with the joint County/Districts initiative on recycling and must be complimentary to it. Therefore such recycling activity must be carried out in consultation with the WDA.

The WDA and the WCAs reserve the right to channel WCA collected and civic amenity wastes through separate Materials Reclamation Facilities (MRFS) prior to delivery for disposal. This may affect the contractor's potential for recycling such wastes and may affect the quantities ultimately delivered for disposal. Banding of anticipated intake is expected to account for this latter effect.

Recycling ventures pursued at the contractor's initiative from the wastes delivered within the contract will be subject to no further credit beyond the contract disposal rate.

App 13.3 Disposal Credits

The contractor will not be eligible for recycling credits for materials disposed of within the contract.

App 13.4 Collection Credits

The contractor will not be eligible for collection credits for materials recycled within the contract after delivery by the WCA or others to the facility.

App 13.5 Recycling on Site

- a) Where recycling is required by the WDA under the separate Civic Amenity and Recycling contract it is expected that such Contractors will recycle as a minimum:-

- Glass, bottles and jars
- Newspapers and magazines
- Cardboard
- Metals (including cans)
- Textiles
- Used engine Oil*
- CFC gases from fridges and freezers*
- Green/garden wastes*
- Furniture, appliances, etc
- Bric-a-brac

CONTRACT APPENDICES

APPENDIX NO 13

Continuation Sheet 1

Reusable timber, stone, etc
Any other recyclable material

- b) The Disposal Contractor is encouraged to undertake the same activity where applicable from the waste intake. The contracts bid should reflect any income receivable by the Contractor from the recycling activity. It must be appreciated that, due to the requirements of the separate contracts, opportunity for reclamation/recycling of the civic amenity intake will be restricted. The Contractor must make his own judgement of the opportunities that exist on the remaining intake, subject to the limitations expressed below.
- c) For those items marked * in Para. 1 there can be no value to the Contractor of the material salvaged where facilities for such items are arranged separately by the WDA. However, in such case, the Contractor will be expected to give as much commitment to these areas of recycling as to his own areas and will be expected to co-operate in providing a suitable location and access for these facilities. For glass, newspapers and magazines and for textiles, special containers may again be provided by the WDA although the Contractor could, by agreement with the WDA, elect to provide his own facilities and arrange his own market outlets. For any other materials the Contractor will be expected to provide, sign and maintain adequate facilities to accept segregate and keep separate the materials from the disposal stream and to arrange to his own market outlets.
- d) Servicing of segregated areas and facilities by the Contractor shall be sufficiently regular to always maintain the standards required by the site licence, etc. Where the material will be held for an extended period, green and putrescible materials, etc for composting, the Contractor must ensure it is properly controlled in a manner that will either prevent the discharge of noxious liquors or control such discharges to the satisfaction of the National Rivers Authority and the WRA.

CONTRACT APPENDICES

APPENDIX 14

NOT USED

CONTRACT APPENDICES

APPENDIX 15

NOT USED

CONTRACT APPENDICES

APPENDIX 16

METHOD OF COMPOSTING – ADVICE NOTE

General

- 16.1 This part of the Contract Document is not intended as a performance specification, the requirement of the contract is to produce compost that matches the standards defined in Contract Condition Clause 9.3.2.

As this is an end-product specification no hard and fast rules have been laid down as to how the Contractor should achieve these goals. The following paragraphs only give guidance upon the outline methods of composting. The Contractor should develop within his own method statements within his Development Plan, (see Condition clause 6.4.)

- 16.2 The Contract acknowledges that whilst 100% of Greenwaste composting is the aim of the Authority's Waste Management Strategy a 'sustainable' approach must be taken to avoid uneconomic composting. The Contractor is obliged to compost as much Greenwaste as reasonably and economically practical.
- 16.3 The Contract does not specify which Location or Sites at which this should be achieved. All Greenwaste that cannot be economically composted and rejects will be disposed of by the Contractor to one of the Sites under the jurisdiction of this Contract for which there will be payment as set out in Contract Clause 9.3.3. The Contractor should deal with Rejected Greenwaste as described in paragraph 16.14 below.
- 16.4 A typical method for the composting of Greenwaste is set out below.

Outline Method

- 16.5 Clean and selected Greenwaste material is to be stored on Site in the Designated Area until the shredder visits the Site or it is removed to a third party site where it is to be shredded/treated. After shredding it is composted in large heaps (or windrows) which need to be turned regularly so as to ensure the compost process remains aerobic.

There should be utilised a thermophilic aerobic Greenwaste composting system capable of producing a virtually odourless non-phytotoxic material, which has commercial benefits as a soil improvement agent. This system should be carried out in a controlled manner in accordance with licence conditions and good industry practice to ensure consistent quality and avoids pollution. As part of the Service the Contractor shall within the Designated Areas arrange for receipt, stockpiling, shredding, composting and sale of the material within timescales defined within Greenwaste Development Plan.

- 16.6 Subject to Environment Agency approval paper sludge may be mixed with the Greenwaste prior to shredding at a ratio of one volume of paper sludge to six volumes of Greenwaste (Approx. 1:3 on a weight basis). Paper sludge aids the composting process and improves the compost's moisture retention capabilities during dry periods.
- 16.7 During composting microbial activity reduces both the weight and volume of Greenwaste by approximately 50% so to save on space it is normal practice to double up windrows in the course of composting. After a period of between 3 and 6 months, depending on prevailing conditions, the composted material will be screened if appropriate. The screen size will vary between 15 and 30 mm depending on end use.

CONTRACT APPENDICES

- 16.8 Oversize material will be returned to the windrows for further breakdown. The screened compost will be stored ready for sale. By this stage the material is stable and there is little further microbial activity.

Control of Processes

- 16.9 The rate of composting is optimised by altering the frequency of turning, which serves three purposes:

- Supply of fresh air (oxygen)
- Release of Heat
- Release of moisture

The temperature within the heap is the best indication of the rate of breakdown and as an aid to control regular temperature readings should be taken at no longer than 2-week intervals.

Duration

- 16.10 The composting process may be divided into the primary phase during which rapid breakdown of the organic material occurs and the maturation phase, which allows the compost to stabilise. The total time required for the primary composting phase will depend upon the quality of the Greenwaste used, the time of year and weather conditions but will not normally be less than three months.

Yield

- 16.11 The yield will vary according to the nature of the feedstock and the level of screening but on average two tonnes of fresh Greenwaste produces approximately one tonne of compost after screening.

Sale of Compost

- 16.12 The Contractor shall arrange for the Sale of the compost and shall be responsible for arrangements for subsequent collection or delivery.

Performance Monitoring

- 16.13 Both the Authority and the Contractor shall work together with the aim of making the operation of the Service successful.

As part of the Contractor's own performance monitoring he shall keep records of the tonnage of Greenwaste received, the percentage rejects measured as a proportion of the total Greenwaste composted and the tonnage of 'Completed' Compost available for Beneficial Use.

The Contractor shall be responsible for the eventual Beneficial Use of the Greenwaste. The Contractor will be required to demonstrate that he has sufficient resources to match the anticipated throughput of Greenwaste.

The Contractor will keep a documentary record of the Greenwaste from its receipt through the shredding and composting processes sufficient to provide an auditable record of Greenwaste based upon daily delivery tonnages. The records shall be sufficient to demonstrate to an Audit Team, the physical location of Greenwaste at any time from receipt through to Beneficial Use and to provide evidence of its physical movements and composting

Process Monitoring

- 16.13 The process of monitoring Greenwaste received rejected material and 'Finished' Compost removed from the Site is the entire responsibility of the Contractor.

CONTRACT APPENDICES

The Contractor will monitor actual performance, which will be reviewed at the regular meetings (clause 3.4.4 refers). The Contractor shall demonstrate to the Authority's Representative's satisfaction at the end of the first 12 months of the Contract period and thereafter at regular 12 monthly intervals that there has been continuous improvement in delivery of the Service in accordance with the principles of Best Value. Details of corrective actions will also be agreed at these meetings if required.

During the primary and maturing phases of composting, routine monitoring of temperature of the composting piles will take place using a probe thermometer or similar

Classification of Rejects

- 16.14 The Contractor should be aware of the 'sustainable' philosophy used within this Contract. He should assess the economic viability of processing each of the Greenwaste streams. The Contractor will have to deal with rejects from the acceptance stage, shredding stage, and the screening stage, but will also have to dispose of partially completed compost from stockpiles if found to be contaminated.

If the Contractor decides that following the analysis of a partially composted stockpile it is uneconomic to complete the composting process due to the level and type of contamination he should direct it for disposal. The Authority's representative should be given 24 hours notice to inspect the condition of the partially composted stockpile before it is directed for disposal by the Contractor. Contract Condition 9.3.3 refers.