

Chartered Institution of Wastes Management

Standard Form of Waste Management Agreement

Schedules

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SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

1. Definitions

In the Agreement the following terms shall have the meanings given to them below:

- 1.1 "Affiliate" : in relation any company, any holding company or subsidiary of that company or any subsidiary of such holding company and "holding company" and "subsidiary" shall have the meanings given in Part 38 of the Companies Act 2006;
- 1.2 "Agreement" : this agreement including the Specification and all schedules and appendices attached hereto;
- 1.3 "Assets" : together the Authority Assets and the Provider Assets;
- 1.4 "Assigned Employees" : any person employed by the Provider or by any Sub-Contractor who is engaged wholly or mainly in connection with and who is assigned to the provision of the Services or that part which is transferring under a Relevant Transfer or who would have been employed if he had not been dismissed in the circumstances described in Regulation 7(1) of the TUPE Regulations;
- 1.5 "Authorised Officer" : the representative the Authority (or any duly appointed deputy) as initially listed in Schedule 8 (Officers) as the same may be replaced from time to time;
- 1.6 "Authority" : *[insert name and address of the Authority];*
- 1.7 "Authority Assets" : those assets set out in Schedule 5 (Authority Assets);
- 1.8 "Authority Change Notice" : a notice issued by the Authority in accordance with Schedule 11 (Variation Procedure) proposing a Variation;
- 1.9 "Authority Default" : the has the meaning given to it in clause 14.1.1;
- 1.10 "Authority Premises" : the premises listed in Schedule 4 (Authority Premises);
- 1.11 "Bond" : a performance bond substantially in the form set out in Schedule 16 (Form of Bond);
- 1.12 "Change in Law" : the coming into effect after the Commencement Date of any Law or any

- amendment or variation to any Law;
- 1.13 “Commencement Date” : [insert date]
- 1.14 “Compensation Sum” : the amount of compensation payable by the Authority to the Provider calculated in accordance with Schedule 7 (Compensation on Termination);
- 1.15 “Contract Price” : the sums payable by the Authority to the Provider as set out in Schedule 2 (Pricing Schedule);
- 1.16 “Contract Year” : a period of 12 calendar months from the Commencement Date (and on every anniversary there after);
- 1.17 “Contracting Authority” : as defined in the Public Contracts Regulations 2006;
- 1.18 “Default” : has the meaning given to it in clause 8.2.1;
- 1.19 “Default Notice” : a notice issued by the Authority in accordance with and containing the information set out in clause 8.2.4;
- 1.20 “Delivery Date” : no later than [1] month following the Termination Date or such other date as the parties agree;
- 1.21 “Dispute” : has the meaning given to it in clause 17.1.1;
- 1.22 “Environment Agency” : the Environment Agency established pursuant to the Environment Act 1995 and its respective successors, substitutes and assigns;
- 1.23 “Environmental Liability” : all costs, expenses, liabilities, claims, damages, penalties or fines arising from any criminal or civil liability under any Law or any obligation under any Law to take, or to pay for, remedial action or to prevent pollution of the environment;
- 1.24 “Environmental Tax” : any tax or levy imposed by HM Government for the protection of the environment;
- 1.25 “EPA” : Environmental Protection Act 1990;
- 1.26 “Estimate” : the aggregate of any estimated increased operating costs, capital costs and financing costs less the aggregate of any reduced operating costs, capital costs and financing costs;

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- 1.27 “Force Majeure Event” : war, natural flood, exceptionally adverse weather conditions, strike, lockout (other than a strike or lock out which is limited to the Provider's personnel), civil disorder, Act of God, power cuts or delays or without limitation other event outside the control of the parties which could not have reasonably been foreseen or avoided;
- 1.28 “Good Industry Practice” : using standards, practices, methods and procedures conforming to Law and exercising a degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in services similar to the Provider;
- 1.29 “Health and Safety Policy” : the health and safety policy submitted as part of the Provider's Tender subject to any amendments or modifications as approved by the Authority;
- 1.30 “Index” : *[insert appropriate index]*¹;
- 1.31 “Information Laws” : Freedom of Information Act 2000 (**FOIA**) and/or the Environmental Information Regulations 2004 (**EIR**) and the Codes of Practice on the Discharge at Public Authorities' Functions and Management of Records issued in accordance with Sections 45 and 46 of the FOIA and all codes of practice issued under the EIR from time to time and all other Laws relating to access to public information;
- 1.32 “Initial Term” : a period of [x] years from the Commencement Date;
- 1.33 “Intellectual Property Rights” : all copyright, trademark or patent rights, registered and unregistered design rights, service marks and all other intellectual or industrial property rights howsoever caused;
- 1.34 “Irremediable Default” : has the meaning given to it in clause 8.3.1;
- 1.35 “Irremediable Default Notice” : a notice issued by the Authority in accordance with and containing the information set out in clause 8.3.2;
- 1.36 “Law” : any applicable statute or any delegated or

¹ The type of index chosen will depend on the type of services being provided. Waste projects commonly use an index which relates to a proportion of the overall fuel, labour, materials and construction costs. An Authority may elect in the Invitation to Tender to ask bidders to nominate particular indices that they wish to use.

- subordinate legislation, any enforceable community rights within the meaning of Section 2 of the European Communities Act 1972, duly applicable guidance, code of practice, direction, judgement or determination with which the Authority and/or the Provider is bound to comply;
- 1.37 "Lease"² : a lease entered into by the Authority and the Provider in relation to the Authority Premises substantially in the form set out in Schedule 3 (Heads of Terms for Property);
- 1.38 "Necessary Consents" : all approvals, certificates, exemptions, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service;
- 1.39 "New Agreement" : an agreement to provide services to the Authority the same as or similar to the Services in substitution for the Provider or any Sub-Contractor (in whole or part);
- 1.40 "New Provider" : any person contracted to provide services to the Authority the same as or similar to the Service at any time in substitution of the Provider or any Sub-Contractor (in whole or in part);
- 1.41 "Outgoing Provider" : *[insert name and address of the Out-going Provider]*;
- 1.42 "Parent Company Guarantee" : a parent company guarantee substantially in the form set out in Schedule 17 (Parent Company Guarantee);
- 1.43 "Partnership Board" : a board comprising representatives from both parties in the form prescribed in Schedule 13 (Partnering Terms);
- 1.44 "Performance Standards" : the performance standards required to be met by the Provider as set out in Schedule 12 (Performance Standards);
- 1.45 "Persistent Breach" : where together more than [40] Default Notices are recorded in any four week period;
- 1.46 "Premises" : together the Authority Premises and the Provider Premises;
- 1.47 "Prohibited Act" : (i) the offering or giving to any person any gift or consideration of any kind as:

² Or Licence to Occupy as appropriate

- (a) an inducement or reward for doing or forbearing to do any act in relation to the obtaining or execution of the Agreement or any other contract with the Authority, save in respect of payments made to a Sub-Contractor in the normal course of the Agreement; or
 - (b) for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;
 - (ii) committing any offence under the Prevention of Corruption Acts 1889 to 1916; or
 - (iii) giving any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
- 1.48 "Prospective Tenderer" : a person who has or is invited to submit a tender in relation to the provision of the Services (in whole or in part) or services of a similar nature to any of those provided by the Provider;
- 1.49 "Provider" : *[insert name and address of the Provider];*
- 1.50 "Provider Assets" : all equipment, containers, materials, vehicles, signage and plant (other than Authority Assets) necessary for the proper and efficient performance of the Service during the Term;
- 1.51 "Provider Change Notice" : a notice issued by the Provider in accordance with Schedule 11 (Variation Procedure) proposing a Variation;
- 1.52 "Provider Confidential Information" : the information set out in Schedule 11 (Provider Confidential Information);
- 1.53 "Provider Default" : has the meaning given to it in clause 15.2.1;
- 1.54 "Provider Premises" : all premises (other than Authority Premises) necessary for the provision of the Services;
- 1.55 "Provider's Manager" : the representative the Provider, initially listed in Schedule 8 (Officers) as the same may be replaced from time to time in accordance with the terms of the Agreement;
- 1.56 "Provider's Tender" : the Provider's tender dated [], Service Delivery Plans, Health and Safety Policy and other documents submitted by him with his tender;

- 1.57 "Quality Management System" : *[insert approved QMS as set out in the Provider's Tender];*
- 1.58 "Regulatory Body" : the Environment Agency, the Department of the Environment, Food and Rural Affairs, the European Union Commission or other regulatory authority (other than the Authority) including any health and safety enforcement agency, with power to regulate the Service and/or the Agreement and their respective successors and substitutes;
- 1.59 "Relevant Professional Body" : the relevant body to hear the dispute as set out in clause 17.2.3;
- 1.60 "Relevant Transfer Date" : any date upon which a Relevant Transfer takes effect;
- 1.61 "Relevant Transfer" : a transfer to the Authority or a New Provider of the Services or any part of the Services at any time during the Term or at the end of the Term or on the date of early termination of the Agreement;
- 1.62 "Remediation Notice" : a notice issued by the Authority setting out the nature of the Default and the timeframe for remediation in accordance with clause 8.2.2;
- 1.63 "Representatives" : means any employee officer or authorised agent or contractor of a party;
- 1.64 "Required Insurances" : has the meaning given to it in clause 10.1.1;
- 1.65 "Review Date" : has the meaning given to it in clause 13.6 (Indexation);
- 1.66 "Service Delivery Plans" : attached hereto as Schedule 18 (Service Delivery Plans);
- 1.67 "Services" : the waste management services to be performed by the Provider as more properly described in the Specification and any Variations made thereto in accordance with clause 3 (Variation to the Service);
- 1.68 "Specification" : the specification for the Services attached hereto as Schedule 14 (Specification);
- 1.69 "Specified Rate" : the rate of []% above the base rate at *[insert name of bank]* from time to time applicable;
- 1.70 "Staff" : any employee, worker or agent of, or other person from time to time engaged or

- employed by the Provider or any Sub-Contractor in connection with the provision of the Service;
- 1.71 "Sub-Contractor" : a person to whom the Provider sub-contracts the whole or part of the provision of the Services in accordance with clause 15.3 (Sub-Contracting) and references to "Sub-Contract" and "Sub-Contracting" shall be construed accordingly;
- 1.72 "Term" : the Initial Term including any extension made pursuant to clause 1.2.2;
- 1.73 "Termination Date" : the date of expiry of the Term or such earlier date of termination in accordance with the terms of the Agreement;
- 1.74 "Transferring Assets" : the Provider Assets to be transferred to the Authority in accordance with clause 7.6 (Transfer of Assets);
- 1.75 "Transferring Assets Notice" : has the meaning given to it in clause 7.6.1;
- 1.76 "Transferring Employees" : employees of the [Outgoing Provider]³ or of any Sub-Contractor of the Outgoing Provider who were engaged wholly or mainly in connection and who are assigned to the provision of services the same as or similar to the Service (in whole or in part) on or immediately before the Commencement Date and whom are listed in Schedule 9 (Employee Information);
- 1.77 "TUPE Information" : the details of:
- (a) the total number of Staff;
 - (b) in relation to each member of Staff, his employment status and what role he performs;
 - (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of all Assigned Employees;
 - (d) in relation to each Assigned Employee:
 - (i) his identity, age and gender;
 - (ii) the terms and conditions of his employment including but not limited to length of continuous employment, any contractual notice period, any contractual redundancy entitlement, remuneration, overtime and

³ Alternatively insert "the Council" if an in-house workforce is transferring, or "the Council and the Outgoing Provider" where both the Council and a third party contractor have transferring employees.

- premium rates, benefits, customary practices, sick leave provisions, holiday entitlement, any agreed pay rises and when they are to take effect;
- (iii) any outstanding or potential liability for past breaches of contract of employment;
- (iv) any outstanding or potential statutory liability;
- (v) information of any court or tribunal case, claim or action brought against the Provider within the previous 2 years or that the Provider has reasonable grounds to believe that it may bring against the Authority and/or the New Provider arising out of his employment with the Provider, together with any outstanding disputes of a material nature;
- (vi) information of any disciplinary or grievance procedures taken against or by him (as appropriate) within the previous 2 years in circumstances where the Employment Act 2002 (Dispute Resolution) Regulations 2004 apply;
- (vii) information of any collective agreement which applies to him; and
- (viii) any other information relating to the Assigned Employees as may reasonably be required by the Authority and/or a Prospective Tender and/or a New Provider for the purposes of the application of the TUPE Regulations;

- 1.78 "TUPE Regulations" : the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 1.79 "Value" : has the meaning given to it in clause 7.6.2;
- 1.80 "Variation" : any variation to the Agreement (including to the Performance Standards) or to the Services;
- 1.81 "VAT" : value added tax or any similar or substituted tax;
- 1.82 "Waste Management" : any Necessary Consent issued in accordance

Licence” with Section 33 of the EPA or Section 9 of the Pollution Prevention and Control Regulations 2000 from time to time in respect of any facility, site or premises used in connection with the Service.

1.2 Interpretation

In the Agreement:

- 1.2.1 time shall, during the period of summer time, be British Summer Time but otherwise Greenwich Mean Time;
- 1.2.2 a reference to any act of parliament, or to any order, regulation, statutory instrument, or the like shall include a reference to any amendment or re-enactment of the same;
- 1.2.3 words importing the masculine gender include the feminine gender; words in the singular include the plural and vice versa and word importing individuals shall be treated as importing corporations and vice versa; and
- 1.2.4 clause headings and notes are for ease of reference only and do not affect the interpretation of the Agreement.

SCHEDULE 2 – PRICING SCHEDULE

[Insert pricing schedule submitted by the successful tender]

NB. This document also needs to set out which party is responsible for any Environmental Taxes which relate to the Service.

SCHEDULE 3 – HEADS OF TERMS FOR PROPERTY

Example only

SUBJECT TO LEASE

1 PROVIDER'S COVENANTS

- 1.1 To pay to the Authority a peppercorn rent and all outgoings [(except for *[list any charges, e.g. water rates, business rates, utility charges etc which the Authority is to be liable for]* which the Authority shall be liable for)] and any VAT arising throughout the term of the Lease and to observe all applicable regulations of the statutory supply authorities.
- 1.2 Full repairing obligations – a condition survey is to be undertaken by the [Authority] prior to the Commencement Date and upon termination of the Lease in accordance with the terms of the Agreement.
- 1.3 To keep the Property clean and tidy.
- 1.4 Not to use the Property for any purpose other than as *[insert permitted use for the Property]* for carrying out the Services under the Agreement subject at all times to the requirements of all Necessary Consents (the **Permitted Use**).
- 1.5 To permit entry to the Authority and its Representatives at any time on reasonable notice where practical for any purpose.
- 1.6 Not to bring dangerous things including any hazardous, radioactive, explosive, harmful or polluting materials onto the Property other than and to the extent permitted by the Waste Management Licence or other Necessary Consents relating to the Property and to keep such hazardous materials in full compliance with such authorisations.
- 1.7 Not to make structural alterations or additions or to demolish any buildings or structures or alter the layout of the Property without the Authority's consent. If any alterations are permitted, to obtain all Necessary Consents beforehand and to observe and comply with all Laws. The Authority to have the right to remove any unauthorised alterations or additions at the Provider's cost, and to require reinstatement by the Provider on termination of the Lease.
- 1.8 No signs or notices except as approved by the Authority or authorised by the Agreement or those required to comply with health and safety Laws.
- 1.9 To comply at Provider's cost with all Laws current and future affecting the Property, the use of the Property and any Assets thereon.
- 1.10 Not to make any planning application without the consent of the Authority.
- 1.11 Not to make any application for a Waste Management Licence or other authorisation relating to the Property or the Permitted Use or any other application under the EPA, Pollution Prevention and Control Acts and all other Acts relating to the environment without the consent of the Authority and to provide the Authority with copies of all applications made, decisions and authorisations issued.

- 1.12 Not to part with or share possession of the Property or to sublet or dispose of any part or all of the Property other than a transfer of the Lease to an Affiliate with Authority's prior consent.
- 1.13 To pass on all notices relating to the Property or the use of the Property to the Authority as soon as reasonably practicable.
- 1.14 To comply fully with all planning consents, title matters, Waste Management Licences and other Necessary Consents relating to the Property.
- 1.15 To deal with and be responsible for any Environmental Liability in respect of the Property which is caused or knowingly permitted by the Provider and to comply with any scheme for remediation as approved by the Authority.
- 1.16 To return the Property at the end of the Term to the Authority (unencumbered and free of any cost to the Authority) and in accordance with the proper performance of the Provider's covenants in the Lease.
- 1.17 To ensure that the Property are locked at all times when unoccupied and to provide such security arrangements as shall be reasonably required by the Authority.
- 1.18 To keep the Authority indemnified against all losses, costs, expenses, claims, proceedings, actions and demands in respect of any alleged liability arising from the grant of the Lease, the use of the Property and any breach of the Lease.

2 AUTHORITY'S COVENANTS

- 2.1 [To insure the Property.]
- 2.2 [others?]

3 OPERATION OF THE PROPERTY

- 3.1 The Lease shall be coterminous with any agreement entered into for the operation of the Property. Either party may terminate with immediate effect if the agreement terminates early for any reason. The Authority shall have the usual rights to terminate Lease on 21 days notice if Provider insolvent, in material breach of Lease which, if capable of remedy, has not been remedied within a reasonable time.

4 SECURITY OF TENURE

- 4.1 The Lease shall be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954 and the Provider shall co-operate by joining in any application required, signing any documents required and making any statutory declaration required to ensure that the Lease does not benefit from the security of tenure provisions of the 1954 Act.

SCHEDULE 4 – AUTHORITY PREMISES

[Insert list of Authority Premises to be made available to the Provider for the term of the Agreement. Condition surveys once completed should also be attached to the Agreement.]

SCHEDULE 5 – AUTHORITY ASSETS

[Insert list of Authority Assets to be made available to the Provider for the term of the Agreement. A schedule detailing the condition of each of the Authority Assets at the Commencement Date should also be attached.]

SCHEDULE 6 – INSURANCES

1. Public liability insurance with a limit of indemnity of not less than [] (£X) in relation to any and every claim during each 12 month period in respect of claims arising from the Service;
2. Employer's liability insurance with a limit of indemnity of not less than [] (£X) in relation to each and every claim during each 12 month period in respect of claims arising from the Service;
3. [All Premises to their full reinstatement value];
3. All Assets to their full reinstatement value; and
4. All other insurances required by Law.

SCHEDULE 7 – COMPENSATION ON TERMINATION

[Insert the formula or agreed figures for determining the compensation payable by the Authority to the Provider for each year of the Agreement where the Authority elects to voluntarily terminate the Agreement early.]

SCHEDULE 8 – OFFICERS

Authorised Officer: *[insert name and contact details]*

Provider's Manager : *[insert name and contact details]*

SCHEDULE 9 – EMPLOYEE INFORMATION

Example of information required to be set out to enable tenderers to cost for TUPE:

- (a) *Length of service*
- (b) *Hourly rate/annual salary*
- (c) *Hours of Work*
- (d) *Age*
- (e) *Holiday entitlement*
- (f) *Pension scheme*
- (g) *Loans/allowances*
- (h) *Whether or not each employee's employment is permanent and if not, expiry dates for any employees on fixed term contracts;*
- (i) *Each employee's job title (to enable the various roles / functions to be costed properly); and*
- (j) *Details of any collective agreements that directly affect the employees' terms and conditions (e.g. salaries, overtime etc.)*

Authorities should take specific legal advice on the implications of TUPE.

SCHEDULE 10 – PROVIDER CONFIDENTIAL INFORMATION

[The Provider is to indicate here which information submitted with its tender it considers to be confidential and therefore not required to be disclosed pursuant to the Information Laws.]

SCHEDULE 11 – VARIATION PROCEDURE

1 Authority Variation

- 1.1 If the Authority requires a Variation it shall serve an Authority Change Notice on the Provider in accordance with the provisions of this paragraph 1.
- 1.2 The Authority Change Notice shall:
 - 1.2.1 set out the Variation required in sufficient detail to enable the Provider to calculate an Estimate in accordance with clause 3.3.2 of the Agreement; and
 - 1.2.2 specify the time period for the Provider to provide the Estimate (and in setting such period the Authority shall pay due regard to the nature of the proposed Variation).
- 1.3 The Provider shall as soon as practicable and in any event before the expiry of the period referred to in paragraph 1.2.2 above, deliver to the Authority an Estimate together with a statement by the Provider confirming any:
 - 1.3.1 impact on the provision of the Services;
 - 1.3.2 amendment(s) required to the Agreement;
 - 1.3.3 loss of revenue that may result; and
 - 1.3.4 additions or variations required to any Necessary Consents,as a result of the Variation proposed by the Authority.
- 1.4 As soon as practicable (but in any event within 30 days) after the Authority receives the Estimate and statement, the parties shall discuss and agree the matters set out therein, including, but without limitation, the work to be undertaken, changes in the Services and amendments to the Contract Price.
- 1.5 If the parties cannot agree the contents of the Estimate then the Authority shall either:
 - 1.5.1 withdraw the Authority Change Notice; or
 - 1.5.2 refer the dispute to be determined in accordance with clause 17 of the Agreement (Problem Solving, Dispute Avoidance and Resolution).
- 1.6 As soon as practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to clause 17 (Problem Solving, Dispute Avoidance and Resolution), the Authority shall either:
 - 1.6.1 confirm in writing the Estimate (including any modification or amendments made to it); or
 - 1.6.2 withdraw the Authority Change Notice.

2 Provider Variation

- 2.1 If the Provider wishes to introduce a Variation, it must serve a Provider Change Notice on the Authority in accordance with the provisions of this paragraph 2.

- 2.2 The Provider Change Notice must:
- 2.2.1 set out the proposed Variation in sufficient detail to enable the Authority to evaluate it;
 - 2.2.2 specify the Provider's reasons for proposing the Variation;
 - 2.2.3 indicate whether an adjustment to the Contract Price is proposed and if so to give a detailed Estimate calculated in accordance with clause 3.3.2 of the Agreement;
 - 2.2.4 indicate if there are any dates by which a decision by the Authority is critical; and
 - 2.2.5 set out the timetable for implementing the proposed Variation.
- 2.3 The Authority shall evaluate the Provider's proposed Variation in good faith, taking account all relevant issues, including whether:
- 2.3.1 the Variation is required as a result of the operation of clause 3.1 of the Agreement (Authority Variations) or a Change in Law;
 - 2.3.2 a change in the Contract Price will occur;
 - 2.3.3 the Variation affects the quality of the Service or the likelihood of successful delivery of the Service;
 - 2.3.4 the Variation will interfere with the relationship of the Authority with third parties;
 - 2.3.5 the financial strength of the Provider is sufficient to perform the proposed Variation; and
 - 2.3.6 whether the Variation materially affects the risks or costs to which the Authority is exposed.
- 2.4 As soon as practicable after receiving the Provider's Change Notice the parties shall meet and discuss the matters referred to in it. During their discussions the Authority may propose modifications or accept or (subject to clause 3.2.3 of the Agreement) in its absolute discretion reject the Variation proposed in the Provider's Change Notice.
- 2.5 If the Authority accepts the Provider Change Notice (with or without modification), the relevant Variation shall be implemented by the Provider within such reasonable period as shall be specified by the Authority in its acceptance. Within this period, the parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend the Agreement which are necessary to give effect to the Variation.
- 2.6 If the Authority rejects the Provider Change Notice, it shall not be obliged to give its reasons for such a rejection and the Provider shall not be entitled to refer the matter for determination under clause 17 (Problem Solving, Dispute Avoidance and Resolution).

SCHEDULE 12 – PERFORMANCE STANDARDS

1. The below table sets out the Performance Standards to be achieved by the Provider.

Example

No.	Performance Standard	Targets					Monitoring Frequency
		2006/7	2007/8	2008/9	2009/10	2010/11	
1A	MISSED COLLECTIONS % of missed household waste collections (per 100,000 collections)	[]%	[]%	[]%	[]%	[]%	Monthly
1B	RECTIFICATION OF MISSED COLLECTIONS % of missed household waste collections rectified within [24] hours	[]%	[]%	[]%	[]%	[]%	Monthly
2A	MISSED COLLECTIONS – NON RESIDENTIAL % of missed non-residential collections	[]%	[]%	[]%	[]%	[]%	Monthly
2B	RECTIFICATION OF MISSED COLLECTIONS – NON RESIDENTIAL % of missed non-residential collections rectified within [24] hours	[]%	[]%	[]%	[]%	[]%	Monthly
3A	RECYCLING TONNAGE Tonnage of Recyclables collected	[] tonnes	[] tonnes	[] tonnes	[] tonnes	[] tonnes	Annually
3B	RECYCLING RATE Measured in accordance with the Audit Commission requirements for reporting Best Value Performance Indicators 82a and 82b.	[]%	[]%	[]%	[]%	[]%	Annually
3C	RECYCLING PARTICIPATION RATE Measured in accordance with official Wrap (Waste Resources Action Programme) guidance.	[]%	[]%	[]%	[]%	[]%	Quarterly
4.	CUSTOMER SATISFACTION The percentage of residents who are satisfied with: <ul style="list-style-type: none"> • Household waste collection; • Recyclables collection service (Results taken from [MORI survey] or other	[]% []%	[]% []%	[]% []%	[]% []%	[]% []%	Annually

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	independent survey agreed with the Contractor)						
5.	[Others?]						

SCHEDULE 13 – PARTNERING TERMS

The partnering terms should deal with the following types of issues:

Example only

1. *A definition of what "Partnering Arrangement" means to the parties, e.g. a shared understanding of objectives and aspirations, a non-confrontational relationship etc.*
2. *The general objectives of the Partnering Arrangement, e.g. to establish a relationship where innovation and continuous improvement are key aims, an open book approach to costs and profit, gain and risk sharing etc.*
3. *Specific objectives of the Partnering Arrangement should also be included, e.g. to develop a strategic project plan for setting up joint venture company to perform the Services etc.*
4. *Composition of the Partnership Board, e.g. the number of representatives from each party and whether other stakeholders are to be involved.*
5. *The responsibilities of the Partnership Board, e.g. developing a programme of service reviews, investigating the potential for cost savings, reviewing the Performance Standards, dispute resolution, reviewing educational and waste awareness promotions etc.*
6. *How the Partnership Board is to operate including communication channels, meeting times, the role of chairman and members and voting rights etc.*

Please note this list is not intended to be exhaustive.

SCHEDULE 14 – SPECIFICATION

[insert the Specification for the Services]

SCHEDULE 15 – INFORMATION WARRANTY

[This Schedule needs to set out what information the Authority agrees to warrant – this would usually include TUPE information where there is an in-house service transferring. Authorities should take specific legal advice on what information they should and should not warrant]

SCHEDULE 16 – FORM OF BOND

[insert standard form of bond]

SCHEDULE 17 – PARENT COMPANY GUARANTEE

[insert standard form of PCG]

SCHEDULE 18 – SERVICE DELIVERY PLANS

[Insert Service Delivery Plans completed by the tenderer as part of the ITT and approved by the Authority]