

DATED \_\_\_\_\_

- (1) The North London Waste Authority
- (2) The Mayor and Burgesses of the London Borough of Barnet
- (3) The Mayor and Burgesses of the London Borough of Camden
- (4) The Mayor and Burgesses of the London Borough of Enfield
- (5) The Mayor and Burgesses of the London Borough of Hackney
- (6) The Mayor and Burgesses of the London Borough of Haringey
- (7) The Mayor and Burgesses of the London Borough of Islington
- (8) The Mayor and Burgesses of the London Borough of Waltham Forest

**Inter Authority Agreement**

**Issued to Partnership Group 10<sup>th</sup> December 2015**

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**BETWEEN**

- 1) The North London Waste Authority of Town Hall, Judd Street, London WC1H 9JE ("the Authority");
- 2) The Mayor and Burgesses of the London Borough of Barnet of North London Business Park, Oakleigh Road South, London N11 1NP ("Barnet");
- 3) The Mayor and Burgesses of the London Borough of Camden of Town Hall, Judd Street, Camden, London WC1H 9JE ("Camden");
- 4) The Mayor and Burgesses of the London Borough of Enfield of Civic Centre, Silver Street, Enfield, London EN1 3XA ("Enfield");
- 5) The Mayor and Burgesses of the London Borough of Hackney of Town Hall, Mare Street, Hackney, London E8 1EA ("Hackney");
- 6) The Mayor and Burgesses of the London Borough of Haringey of Civic Centre, High Road, Wood Green, London N22 8LE ("Haringey");
- 7) The Mayor and Burgesses of the London Borough of Islington of Town Hall, Upper Street, Islington, London N1 2UD ("Islington"); and
- 8) The Mayor and Burgesses of the London Borough of Waltham Forest of Town Hall, Forest Road, Walthamstow, London E17 4JF ("Waltham Forest"),

each (excluding the Authority) being a waste collection authority ("WCA") and collectively (excluding the Authority) referred to as "the WCAs".

**BACKGROUND**

- (A) The Authority is a joint waste disposal authority established pursuant to the Waste Regulation and Disposal (Authorities) Order 1985 ("the Order").
- (B) Each of the WCAs is a waste collection authority in its respective area.
- (C) Pursuant to the Order, the Authority was obliged to discharge specified waste management functions in its area, that being the combined area of all the WCAs' individual areas (the "Authority Administrative Area").
- (D) The duties and powers of the Authority and the WCAs are set out principally in the Environmental Protection Act 1990 ("EPA"). Other statutory provisions shall also apply.
- (E) Pursuant to the above responsibilities of the Authority, the Authority shall enter into various Waste Contracts and other commitments.

- (F) Pursuant to the Joint Waste Disposal Authorities (Levies) (England) Regulations 2006 the Authority has the power to issue levies on the WCAs to meet all liabilities falling to be discharged by the Authority.
- (G) The WCAs have agreed, amongst other things, to introduce a Menu Pricing Mechanism as provided for in this agreement.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Subject to the provisions of **clauses 1.3, 1.4 and 1.5** and except where the context otherwise requires the following terms shall have the following meanings:

<b>“Ad Hoc Waste”</b>	those categories or components of Municipal Waste that are not a principal waste stream (as provided for in <b>Schedule 1B</b> ) nor are from RRCs, and that are either delivered separately by a WCA to the Authority or are segregated by a Waste Contractor in accordance with a waste acceptance protocol in a Waste Contract from loads delivered by a WCA
<b>“Agreement”</b>	this agreement including the Schedules
<b>“Authority”</b>	the North London Waste Authority
<b>“Authority Representative”</b>	the representative of the Authority listed in <b>Schedule 2</b>
<b>“Best Value”</b>	the obligation to continuously improve both the quality and cost of the collection of Municipal Waste pursuant to the provisions of the Local Government Act 1999 (“the 1999 Act”)
<b>“Business Days”</b>	a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London
<b>“Commencement Date”</b>	the date upon which this Agreement is executed by the last of the eight Parties

<b>“Confidential Information”</b>	any and all confidential and/or proprietary information, (including know-how, records, trade secrets and data) whether of a business, marketing, financial, technical or non-technical nature and whether existing in hard copy form, in electronic form or otherwise, whether disclosed orally or in writing, which is regarded as confidential by the disclosing party and which is or has been disclosed to the other party or which comes to the other party’s attention as a result of this Agreement. This will include information expressly identified as such as well as any other information which, by reason of its nature or the circumstances under which it is disclosed, might reasonably be expected to be confidential
<b>“DPA”</b>	Data Protection Acts 1998
<b>“EIRs”</b>	Environmental Information Regulations 2004
<b>“EPA”</b>	the Environmental Protection Act 1990
<b>“Expiry Date”</b>	31 <sup>st</sup> December 2055
<b>“Facilities”</b>	places provided by or through the Authority at which Municipal Waste is managed
<b>“FOIA”</b>	Freedom of Information Act 2000
<b>“Household Waste”</b>	has the meaning attributed to it in Section 75(5) and Section 89 of the EPA and the Controlled Waste Regulations 2012, but for the purposes of <b>clause 7</b> and <b>Schedule 1B</b> (Menu Pricing Mechanism) Household Waste for which a charge for disposal may be made by the Authority shall be treated as Non-Household Waste
<b>“Levy Regulations”</b>	Joint Waste Disposal Authorities (Levies) (England) Regulations 2006
<b>“Menu Pricing Mechanism”</b>	the cost recovery mechanism set out in <b>Schedule 1B (Menu Pricing Mechanism)</b> which details how the Authority will recover from the WCAs its costs from the Menu Pricing Commencement Date

**“Menu Pricing Commencement Date”** 1 April 2016

<b>“MRF”</b>	Materials Recovery Facility – a place where mixed dry recyclable Municipal Waste is separated into individual streams of recyclable waste for sale to reprocessors
<b>“Municipal Waste”</b>	Waste which by virtue of legislation a WCA or the Authority has collected or received in the Authority Administrative Area, including without limitation Household Waste and Non-Household Waste
<b>“Non-Household Waste”</b>	Waste delivered by a WCA to the Authority that is not Household Waste and, for the purposes of <b>clause 7</b> and <b>Schedule 1B</b> (Menu Pricing Mechanism), Household Waste for which a charge for disposal may be made by the Authority
<b>“Non-Transferred RRC”</b>	a place provided by a WCA for its residents to deposit Waste in accordance previously with the Refuse Disposal (Amenity) Act 1978 and more recently under other WCA powers, and as part of an arrangement between the Authority and a WCA in accordance with this Agreement, but not a RRC.
<b>“North London Joint Waste Strategy”</b>	The joint municipal waste management strategy approved by all the parties and as adopted by the Authority February 2009.
<b>“Order”</b>	Waste Regulation and Disposal (Authorities) Order 1985
<b>“Parties”</b>	the Authority and the WCAs, and “Party” shall mean any of them
<b>“Prescribed Rate”</b>	the base rate of the Bank of England plus 5%

<b>“RRC”</b>	a re-use and recycling centre within the Authority Administrative Area operated by the Authority pursuant to section 51 and other relevant provisions of the Environmental Protection Act 1990, but not a Non-Transferred RRC
<b>“Third Party Waste”</b>	Wastes received by the Authority in accordance with s.51(3) of the EPA
<b>“Visitor Survey”</b>	a survey of users of RRCs delivering waste from households undertaken by or on behalf of the Authority at least triennially and within 18 months after a new RRC facility is opened or a Non-Transferred RRC becomes a RRC
<b>“Waste”</b>	has the meaning ascribed to it in Section 75 of the EPA
<b>“Waste Contract”</b>	the contract or contracts (as applicable) for services entered into by the Authority from time to time in relation to the discharge of its functions under the Order or other statutory provision
<b>“Waste Contractor”</b>	the contractor or contractors (as applicable) employed or otherwise engaged by the Authority through a Waste Contract
<b>“Waste Framework Directive”</b>	Directive 2008/98/EC of the European Parliament and of the Council of the European Union of 19 November 2008 on waste and repealing certain Directives
<b>“WCA”</b>	one of the waste collection authorities party to this Agreement
<b>“WCA Collection Contractor”</b>	the contractor or contractors (as applicable) or in-house service employed by WCAs for the collection of WCA Municipal Waste
<b>“WCA Tonnage Forecast”</b>	a forecast by a WCA of tonnages of one or more types of waste and prepared to inform minimum and/or maximum tonnage commitments in any Waste Contract; the terms and format of such forecast to be specified by the Authority

<b>“WCA Municipal Waste”</b>	Municipal Waste received by the Authority from a WCA
<b>“WCA Representatives”</b>	those representatives of each WCA listed in <b>Schedule 2</b>

## 1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- 1.2.1 the masculine includes the feminine and vice-versa;
- 1.2.2 the singular includes the plural and vice-versa;
- 1.2.3 a reference to any clause, sub-clause, paragraph, Schedule, recital or Annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, Schedule, recital or annex of and to this Agreement;
- 1.2.4 save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to this Agreement and/or such document;
- 1.2.5 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.6 references to any documents being ‘in the agreed form’ means such documents have been initialled by or on behalf of each of the Parties for the purposes of identification;
- 1.2.7 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.8 headings are for convenience of reference only;
- 1.2.9 words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words;
- 1.2.10 any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and

1.3 subject to any express provisions to the contrary, the obligations of any Party are to be performed at that Party’s own cost and expense.



## 2. PARTNERSHIP WORKING

### 2.1 Each Party shall:

- 2.1.1 act reasonably and co-operatively with the other Parties and will act in good faith;
- 2.1.2 manage its services diligently and in accordance with prevailing duties in relation to best value, and will use reasonable endeavours to minimise impacts on other Parties;
- 2.1.3 be responsible for the actions of its contractors insofar as they affect another Party;
- 2.1.4 work towards the prevailing North London Joint Waste Strategy and the Waste Framework Directive target of recycling 50% of waste from households by 2020, or any jointly agreed successor targets;
- 2.1.5 when arranging for the Authority to treat Waste a WCA has collected for re-use or recycling, seek to agree (acting reasonably) appropriate terms for such treatment other than the financial terms which shall be governed by **Schedule 1** (Cost Recovery Mechanism);
- 2.1.6 provide in a timely manner information and documentation to each other that they consider (acting reasonably) to be relevant to waste collection and disposal services, including information concerning
  - 2.1.6.1 the composition or volumes of Waste;
  - 2.1.6.2 the delivery of Waste to reception points;
  - 2.1.6.3 details of contractual arrangements from time to time entered into by the Parties associated with their statutory responsibilities or powers;
  - 2.1.6.4 details of financial matters relating to this Agreement;
  - 2.1.6.5 early warning of potential failure by that Party in meeting its obligations under this Agreement; and
  - 2.1.6.6 details of actual failure by that Party in meeting its obligations under this Agreement,

and notify the Authority and any other affected Party as soon as possible of proposed changes and/or when decisions are made that generally affect this Agreement and/or any Waste Contract;

- 2.1.7 use reasonable endeavours to mitigate any losses arising from a Party's failure to comply with the provisions of this Agreement and to reduce the detrimental impact on the other Parties (or the council tax payers of any one of them) of any failure to carry out its obligations under this Agreement;
  - 2.1.8 use reasonable endeavours working together and in co-operation with each other and all relevant Waste Contractors and WCA Collection Contractors, to prevent and minimise Waste (including its preparation for re-use), to educate the public and other producers of Municipal Waste about recycling schemes and why their participation in these schemes is crucial, and to ensure that as much Waste as possible is (in order of priority) reduced, re-used, prepared for re-use, recycled or recovered through activities that include joint waste prevention and recycling communications campaigns, contractual and other measures to monitor and improve the quality of separately collected waste streams and various surveys and studies to inform such activities and waste services; and
  - 2.1.9 without prejudice to the provisions for the WCAs under this Agreement (using reasonable endeavours) not knowingly do anything under their reasonable control which would put the Authority in breach of a Waste Contract.
- 2.2 The Parties will seek to agree (acting reasonably) Member arrangements for partnership working which are appropriate for any issues as arising from time to time. When agreed, the Parties will implement these arrangements. Officer arrangements for partnership working at the Commencement Date include a director-level Partnership Board, a senior manager Partnership Group and a number of other discipline-specific officer groups. Whilst the scope and membership of such joint working arrangements may be varied over time to reflect prevailing circumstances needs and aspirations, the Parties acknowledge the importance of active participation in and adequate resourcing of the same for the effective management and development of waste services.
- 2.3 The Partnership Group is the principal point of routine contact between the Parties and considers high level Authority and Partnership issues. It will generally meet monthly, will be attended by senior managers appointed by relevant Directors, and will be chaired by a senior manager appointed by the Authority's Managing Director. The Partnership Board meets as and when needed to consider and seek to resolve matters of strategic importance to the Parties; it will be attended by Directors or Assistant Directors.

- 2.4 Subject to the terms of the Waste Contracts the Authority shall use reasonable endeavours to manage the Waste Contracts so as to minimise the costs which the WCAs incur relating to the Waste Contracts, consistent with its Best Value Duty.
- 2.5 Where a WCA is retaining a type of Waste for recycling at the Commencement Date it may continue to retain all Waste of such type during the term of this Agreement.

### 3. **COMMENCEMENT AND DURATION**

- 3.1 This Agreement shall commence on the Commencement Date and, save as expressly set out in this Agreement, continue in full force and effect until the earlier of:
- 3.1.1 the Expiry Date; or
- 3.1.2 the relevant provisions of the EPA being amended or repealed or other enactment made such that this arrangement is rendered unlawful or inoperable.
- 3.2 All Parties shall notify all other Parties when they have executed this Agreement.

### 4. **REPRESENTATIVES**

- 4.1 The Authority Representative and each WCA Representative (collectively “the Representatives”) shall be those people identified as such in **Schedule 2** (Representatives and Contact Details) or such other persons as may be appointed pursuant to this **clause 4**.
- 4.2 Each Representative identified in **Schedule 2** shall have full authority to act on behalf of the relevant Party for all purposes of this Agreement. Except as previously notified in writing before such act by a Party, the other Parties and their Representatives shall be entitled to treat any act of the Representatives in connection with this Agreement as being expressly authorised by their relevant Party, and the other Parties and their Representatives shall not be required to determine whether any express authorisation has in fact been given.
- 4.3 Each Representative shall be entitled at any time, by written notice from themselves or a chief officer of the relevant Party to the other Parties, change their Representative. Such change shall have effect on the date determined by **clause 20.2** or if later the date specified in the written notice.

4.4 Each Representative shall be entitled at any time, by written notice from themselves or a chief officer of the relevant Party to the other Parties, to authorise any other person to exercise the functions and powers of the Party exercisable by him/her pursuant to this **clause 4**, either generally or specifically, and all references to the Authority Representative, WCA Representative or the Representatives in the Agreement (as relevant, and apart from this **clause 4.4**) shall be taken as references to such person so far as they concern matters within the scope of such person's authority. Such change shall have effect on the date determined by **clause 20.2** or if later the date specified in the written notice.

## 5. **TONNAGE GUARANTEES AND FORECASTS**

5.1 In respect of any Waste Contract, all relevant WCAs and the Authority may agree in the future that a Guaranteed Minimum Tonnage (GMT) and/or Maximum Tonnage (MT) threshold shall be incorporated into any Waste Contract, in which case all relevant WCAs will provide a WCA Tonnage Forecast to the Authority the sum of which the Authority may include in the Waste Contract tender documents and the final Waste Contract, and which the Authority will refer to within the Menu Pricing Mechanism if the need arises.

5.2 If a relevant WCA has not agreed to a GMT or MT in any given Waste Contract the specific provisions for GMTs and MTs in the Menu Pricing Mechanism shall not apply to that Waste Contract.

5.3 If after the award of a Waste Contract containing a GMT or MT the Authority and a WCA from which relevant Waste was not previously treated by the Authority agree that the Authority will treat the relevant Waste from this WCA, that WCA's WCA Tonnage Forecast shall be deemed to be 0 (zero) tonnes for the purpose of the Menu Pricing Mechanism unless the Authority and the Waste Contractor agree a revised GMT or MT and the relevant WCA submits a WCA Tonnage Forecast for the remaining term of the Waste Contract, in which case the submitted WCA Tonnage Forecast shall be used for the purpose of the Menu Pricing Mechanism.

5.4 The Authority shall use reasonable endeavours to ensure that additional costs arising as a result of a breach of GMT or MT provisions in a Waste Contract are minimised.

## 6. **RRCs AND NON-TRANSFERRED RRCs**

6.1 The Authority will provide an RRC service in accordance with the EPA.

- 6.2 The RRCs and Non-Transferred RRCs in the Authority Administrative Area are separately listed in **Schedule 3**.
- 6.3 For the Non-Transferred RRCs the Authority will:
- 6.3.1 arrange for residual waste containers to be provided and exchanged as necessary, and for the recycling or disposal of all Waste therein as it did when these sites were operated in accordance with the Refuse Disposal (Amenity) Act 1978 and the Order, unless requested not to do so by the relevant WCA, until the day before the Menu Pricing Commencement Date; from the Menu Pricing Commencement Date, the relevant WCAs shall deliver this Waste to the Authority subject to **clause 6.10**.
  - 6.3.2 provide a service for the collection of waste electrical and electronic equipment from Non-Transferred RRCs and the subsequent re-use recycling recovery or disposal of such waste electrical and electronic equipment; and
  - 6.3.3 provide a service at Non-Transferred RRCs in relation to other types of Waste by agreement between the relevant Parties.
- 6.4 If a WCA that operates a Non-Transferred RRC wishes to transfer its Non-Transferred RRC to the Authority, this transfer may be undertaken with the consent of the Authority (such consent not to be unreasonably withheld or delayed) on terms equivalent to those prevailing at other RRCs, subject to individual site constraints.
- 6.5 The Authority shall consult (such consultation to be in writing and to contain projections of financial and operational impacts on the Authority and on the WCA) any WCA or WCAs expected to bear more than 40% of the cost (or saving as the case may be) as determined in accordance with **Schedule 1B paragraph 10** on any proposals for the acquisition, development or opening of a new RRC, the closing of any existing RRC, the introduction of paid trade waste or proposed capital works at an RRC site. In this regard:
- 6.5.1 the Authority shall give appropriate weighting to the views of such WCA when taking a decision (such decision to be taken by the Authority in accordance with its prevailing standing orders) whether or not to proceed ;
  - 6.5.2 and if such WCA shall be opposed to such RRC development or major refurbishment notwithstanding that there remains a shortfall in that WCA's recycling performance relative to the target at **clause 2.1.4** above across the Authority Administrative Area the WCA shall supply with its notice of opposition to the Authority alternative proposals to make a similar contribution towards the achievement of this recycling target.

- 6.6 In the case of proposals for the acquisition and development of a new RRC, the Authority shall give the WCA expected to bear the greatest share of the cost as determined in accordance with **Schedule 1B paragraph 10** an option to buy and develop the site for the new RRC on the condition that the WCA agrees the design of the RRC with the Authority, develops the RRC and then leases the RRC to the Authority on terms similar to the leases of other RRCs (subject to individual site constraints), all without delay. Conversely if the Authority has bought and developed a new RRC, but then wishes to sell it, it is agreed that the WCA expected to receive the greatest share of any income in accordance with **Schedule 1B** will have the first right to buy the site from the Authority, provided that it is able to match the price and value as determined by a suitably qualified independent valuer appointed jointly by the relevant WCA and the Authority. This **clause 6.6** shall not apply to any RRC that is developed at the EcoPark, Edmonton, N18 3AG or any other mixed use waste management site of the Authority.
- 6.7 The Authority shall undertake or procure Visitor Surveys of RRCs.
- 6.8 The Authority shall promote all RRCs and Non-Transferred RRCs as a single network of services to residents (and, where appropriate, businesses) in the Authority Administrative Area, which the Parties shall seek to harmonise, subject to individual site constraints.
- 6.9 The Authority shall, where permissible, report its RRC recycling tonnages to the WCAs in the same proportions as the WCAs bear the costs of each RRC under the Visitor Survey.
- 6.10 If a WCA with a Non-Transferred RRC wishes the Authority to continue to provide from or after the Menu Pricing Commencement Date a residual waste removal and treatment service as prevailing in the financial year 2013/14, this service may be continued by agreement between that WCA and the Authority through the making of appropriate arrangements as at **Schedule 4**.

## 7. FINANCIAL CONTRIBUTION

- 7.1 From the Commencement Date until the Menu Pricing Commencement Date all payments due from the WCAs to the Authority other than for Non-Household Waste shall be levied on an annual basis (and collected by the Authority on a monthly basis) in accordance with the provisions of the Levy Regulations and the alternative to the Levy Regulations agreed unanimously by the WCAs to apply from 2014/15 (and as attached at **Schedule 1A**); and all payments for Non-Household Waste due from the WCAs to the Authority shall be paid on account during the year as required by the Authority with an annual reconciliation by the Authority of actual costs and tonnages attributable to Non-Household Wastes from which refunds or further payments may arise.
- 7.2 On and following the Menu Pricing Commencement Date the WCAs shall pay to the Authority such sums as shall be calculated in accordance with **Schedule 1B (Menu Pricing Mechanism)** which the Parties, by entering into this Agreement, have agreed in accordance with the Levy Regulations (regulation 4(1)(a)) shall apply from the Menu Pricing Commencement Date until an alternative form of levy apportionment is agreed unanimously by all WCAs in accordance with the Levy Regulations (regulation 4(1)(a)) notwithstanding that this Agreement may have expired. The Parties also note that the WCAs shall pay the Authority such sums as are required for Non-Household Waste as shall be calculated in accordance with **Schedule 1B (Menu Pricing Mechanism)**.
- 7.3 To the extent that the costs of the Authority are not recovered or are not recoverable through this Agreement (including without limitation under **clause 7.2**), then the statutory basis for calculating payment shall apply to the recovery of such costs.
- 7.4 Any request for a change to the apportionment of the Authority's costs between the WCAs under this Agreement shall require formal agreement by all the Parties, in the absence of which the Parties agree the provisions of the Menu Pricing Mechanism incorporated within this Agreement as **Schedule 1B** shall govern such apportionment.

## 8. SET OFF

- 8.1 The WCAs shall not be entitled to retain or set off any amount due to the Authority by it, but the Authority may retain or set off any amount owed to it by a WCA under this Agreement which has fallen due and payable against any amount due to that WCA under this Agreement.

8.2 If the payment or deduction of any amount referred to in **clause 8.1** is disputed then any undisputed element of that amount shall be paid and the disputed element shall be dealt with promptly by all relevant Parties.

## 9. **LATE PAYMENTS**

9.1 Save where otherwise specifically provided and where payments are due from the WCAs to the Authority under the Levy Regulations, where any payment or sum of money due from the WCAs to the Authority or from the Authority to the WCAs under any provision of this Agreement is not paid on or before the due date, it shall bear if demanded interest on such sums at the Prescribed Rate from the due date (whether before or after any judgement) until actual payment and it is agreed between the Parties that the Prescribed Rate provides the Parties with a substantial remedy pursuant to Sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

9.2 For the avoidance of doubt, the late payment of any payment due from the WCAs to the Authority by operation of the Levy Regulations shall be governed by section 6 of the Levy Regulations.

## 10. **INDEMNITIES**

10.1 Subject to **clause 10.2**, each WCA shall, unless otherwise agreed by the Authority, be responsible for, and shall release and indemnify the Authority, its employees, agents and contractors on demand from and against all liability for:

10.1.1 death or personal injury;

10.1.2 environmental impairment, damage or contamination of water, air or ground;

10.1.3 loss of or damage to property (including property belonging to the Authority or for which it is responsible);

10.1.4 breach of statutory duty;

10.1.5 actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis);

which may arise out of or in consequence of performance or non-performance by the WCA of its obligations under this Agreement or the presence on the Facilities of the WCA and/or its WCA Collection Contractor.



- 10.2 The WCAs shall not be responsible nor be obliged to indemnify the Authority for any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Authority nor by the breach by the Authority of its obligations under this Agreement (unless and to the extent that such breach was caused by an act or omission of one or several WCAs).
- 10.3 To the extent that any WCA or WCA Collection Contractor cannot recover from a Waste Contractor any costs incurred by that WCA or WCA Collection Contractor associated with that Waste Contractor's actions, inactions, negligence or wilful misconduct, any relevant compensation received by the Authority from the Waste Contractor shall be apportioned through the appropriate provisions of the Menu Pricing Mechanism.
- 10.4 The Authority does not provide any indemnity to the WCAs.

## 11. **FREEDOM OF INFORMATION**

- 11.1 Each Party acknowledges that each of the other Parties are subject to the requirements of the FOIA, the EIRs and the Local Audit and Accountability Act 2014 and shall assist and cooperate with the other Parties to facilitate compliance with the information disclosure requirements pursuant to the same.

## 12. **DATA PROTECTION**

- 12.1 The Parties do not anticipate that the DPA shall apply to this Agreement save that where the DPA shall apply the Parties shall comply with all the relevant provisions of the DPA as may be appropriate.
- 12.2 Each Party shall indemnify and keep indemnified the other Parties against all losses claims damages liabilities judgments penalties fines charges costs and expenses (including reasonable legal costs) arising from or incurred by it as a result of any breach by it of this **clause 12**.

## 13. **REVIEW OF AGREEMENT**

- 13.1 The Parties will re-examine this Agreement whenever there are significant changes to services of one Party that are likely to materially affect one or more other Parties, but will re-examine this Agreement no less frequently than on every third anniversary of the Menu Pricing Commencement Date.

- 13.2 Proposals for change will first be discussed at a meeting of senior managers from each Party (currently the Partnership Group), then directors (currently the Partnership Board), then taken through each Party's relevant internal decision-making processes for agreement to any such supplemental or varied provisions.
- 13.3 If no agreement is reached through the discussions at **clause 13.2**, the provisions of **clause 23** may be called upon by any Party.
- 13.4 This Agreement may then be supplemented or varied as agreed by the Parties.

14. **WAIVER**

- 14.1 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor shall the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.
- 14.2 A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the Party giving it, and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.

15. **NO AGENCY**

- 15.1 Neither the WCAs nor any of their WCA Collection Contractors shall hold themselves out as being the servant or agent of the Authority, otherwise than in circumstances expressly permitted by this Agreement.

16. **NO PARTNERSHIP**

- 16.1 Nothing in this Agreement is intended to or shall operate to create a partnership as defined by the Partnership Act 1890 or joint venture of any kind between the Parties or any of them, or to authorise any Party to act as agent for any other, and no Party shall have the authority to act in the name or on behalf of or otherwise to bind any other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 16.2 Neither the WCAs nor any of their WCA Collection Contractors shall hold 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.
- 16.3 Neither the WCAs nor any of their WCA Collection Contractors shall in any circumstances hold themselves out as having the power to make, vary, discharge or waive any by-law or any regulation of any kind relating to the disposal of Waste.

## 17. **ENTIRE AGREEMENT**

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

17.2 Each of the Parties acknowledges that:

17.2.1 it does not enter into this Agreement on the basis of and does not rely, and has never relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made and agreed to by any person (whether a party to this Agreement or not) except those expressly repeated or referred to in this Agreement and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be any remedy available under this Agreement; and

17.2.2 this **clause 17** shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies available shall be all those available under the law governing this Agreement.

## 18. **SEVERABILITY**

18.1 If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability shall not affect any other provision of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

18.2 The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

## 19. **COUNTERPARTS**

19.1 This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but which shall together constitute one agreement.

19.2 Each Party shall provide a certified copy of the executed Agreement to all other Parties.

## 20. **NOTICES**

20.1 Any demand, notice or other communication given in connection with or required by the Agreement shall be made in writing and shall be delivered to or sent by pre-paid recorded delivery to the recipient at the address stated in **Schedule 2** (Representatives and Contact Details) of this Agreement (or such other address as may be notified by a Party to all other Parties in writing from time to time).

20.2 If a notice is sent by e-mail it shall be effective at the time of sending (except that if an automatic electronic notification is received by the sender within twenty four (24) hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail shall be deemed not to have been served) provided that if a notice or communication is served before 9am on a Business Day it shall be deemed to be served at 9am on that Business Day and if it is served on a day which is not a Business Day or after 4pm on a Business Day it shall be deemed to be served at 9am on the immediately following Business Day.

## 21. **THIRD PARTY RIGHTS**

21.1 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

## 22. **GOVERNING LAW**

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and constructed in all respects in accordance with the laws of England.

## 23. **DISPUTE RESOLUTION**

- 23.1 Any Party may call a meeting of the Parties involved in a dispute by service of not less than 5 Business Days' written notice and each relevant Party agrees to procure that its relevant manager together with any other member of key personnel requested to attend by the parties (if any) shall attend all meetings called in accordance with this clause.
- 23.2 The relevant manager and other attendees at the meeting shall use their best endeavours to resolve disputes arising out of this Agreement. If any dispute referred to a meeting is not resolved at that meeting then any Party, by notice in writing to the other, may refer the dispute to the Representatives at **Schedule 2** of the Parties involved who shall co-operate in good faith to resolve the dispute as amicably as possible within 10 Business Days of service of such notice. If the relevant Representatives at **Schedule 2** fail to resolve the dispute in the allotted time, then the Parties involved in the dispute shall, after that period, on the written request of another Party involved in the dispute enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the Parties involved in the dispute or, in default of such agreement within 5 Business Days of receipt of such request, an appropriately qualified and experienced person appointed, at the request of any Party involved in the dispute, by the Centre for Dispute Resolution or such other similar body as is agreed.
- 23.3 The Parties involved in the dispute shall then submit to the supervision of the mediation by an appropriately qualified and experienced person from the Centre for Dispute Resolution or similar body for the exchange of relevant information and for setting the date for negotiations to begin.

- 23.4 Recourse to this Dispute Resolution Procedure shall be binding on the Parties involved in the dispute as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties involved in the dispute in any future legal proceedings. Except for any Party's right to seek interlocutory relief in the courts, no Party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 15 Business Days after the Parties have failed to reach a settlement by mediation (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).
- 23.5 If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by the Representative at **Schedule 2** of each of the relevant Parties, shall remain binding on the Parties involved in the dispute.
- 23.6 The Parties involved in the dispute shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the Parties involved in the dispute equally.
- 23.7 For the avoidance of doubt, no outcome from any dispute resolution process may require a Party to do something that it cannot lawfully do, nor may it require the Authority to levy additional funds from the WCAs other than during its normal financial cycle.

## 24. **CONFIDENTIALITY**

- 24.1 Each Party:
- 24.1.1 shall treat all Confidential Information belonging to another Party as confidential and safeguard it accordingly;
  - 24.1.2 shall not disclose any Confidential Information belonging to another Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance by it of its obligations under this Agreement or except where disclosure is otherwise expressly permitted or required by the provisions of this Agreement or the FOIA and/or the EIRs.
- 24.2 No Party shall use any Confidential Information received pursuant to this Agreement otherwise than for the purposes of facilitating the effective delivery by that Party of services and this Agreement.

- 24.3 The provisions of **clauses 24.1 to 24.2** shall not apply to any Confidential Information received by one Party from another Party:
- 24.3.1 which is or becomes public knowledge (otherwise than by breach of this **clause 24** or through act or default on the part of the receiving Party or the receiving Party's agents or employees);
  - 24.3.2 which the receiving Party lawfully obtained from a third party who:
    - 24.3.2.1 lawfully acquired it;
    - 24.3.2.2 did not derive it directly or indirectly from the disclosing Party; and
    - 24.3.2.3 is under no obligation restricting its disclosure;
  - 24.3.3 which the receiving Party can prove by documentary evidence was developed independently by an agent or employee of the receiving Party without access to the disclosing Party's Confidential Information;
  - 24.3.4 which must be disclosed pursuant to a legal obligation (including for the avoidance of doubt under the FOIA or EIRs) placed upon the Party making the disclosure, including any requirements for disclosure or otherwise in accordance with a court order, or the recommendation, notice or decision of a competent authority; or
  - 24.3.5 which the receiving party discloses to a professional adviser to assist in the performance of its obligations under this Agreement, including those relating to the resolution of disputes, and where such professional adviser is bound by an obligation of confidentiality in respect to such Confidential Information at least equivalent to that set out in this **clause 24**.
- 24.4 Without prejudice to the generality of **clause 24.3.1**, Confidential Information shall not be deemed to be generally available to the public by reason that it is known only to a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being so available.
- 24.5 Nothing in this **clause 24** shall prevent any Party from using any techniques ideas or know how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information.

- 24.6 On or before the Expiry Date the Authority shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the WCAs' employees, council tax-payers or service users, are delivered up to the relevant WCA or securely destroyed.
- 24.7 The provisions of this **clause 24** shall continue following the Expiry Date or earlier termination for any reason of this Agreement without limit in time.



**In witness** whereof this Agreement is executed by the parties or their duly authorised representatives as a Deed and delivered on the date of this Agreement.

**EXECUTED** as a Deed by affixing )  
the common seal of )  
THE NORTH LONDON WASTE AUTHORITY )  
in the presence of: )

**Authorised Representative**

**EXECUTED** as a Deed by affixing )  
the common seal of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF BARNET )  
in the presence of: )

**Authorised Representative**

**EXECUTED** as a Deed by affixing )  
the common seal of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF CAMDEN )  
in the presence of: )

**Authorised Representative**

**EXECUTED** as a Deed by affixing )  
the common seal of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF ENFIELD )  
in the presence of: )

**Authorised Officer**

**EXECUTED** as a Deed by affixing )  
the common seal of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF HACKNEY )  
in the presence of: )

**Authorised Representative**

**EXECUTED** as a Deed by affixing )  
the common seal hereunto by Order of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF HARINGEY )  
in the presence of: )

**Authorised Officer**

**EXECUTED** as a Deed by affixing )  
the common seal of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF ISLINGTON )  
in the presence of: )

**Authorised Representative**

**EXECUTED** as a Deed by affixing )  
the common seal of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF )  
WALTHAM FOREST )  
in the presence of: )

**Authorised Representative**

## SCHEDULE 1 COST RECOVERY MECHANISM PART A:

### LEVYING MECHANISM - IN USE SINCE 1<sup>ST</sup> APRIL 2014

The Authority and the WCAs have, pursuant to paragraph 4.1(a) of the Joint Waste Disposal Authorities (Levies) (England) Regulations 2006 (the "Regulations"), agreed the method of apportioning the total amount to be levied by the Authority for the 2014/15 financial year and until further changed in accordance with this agreement. The agreed method of apportionment is set out below and is expressed by way of amendment to the text of the Regulations.

**TO BE REPLACED BY SCHEDULE 1B AT THE MENU PRICING COMMENCEMENT DATE**

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#### STATUTORY INSTRUMENTS

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## **Alternative Form of Levy Regulations adopted by NLWA constituent authorities**

### **LOCAL GOVERNMENT, ENGLAND**

#### FINANCE

The Joint Waste Disposal Authorities (Levies) (England) Regulations 2006. No. 248 **(as adopted by NLWA constituent councils from 2012/13 [in red underline], and further revised and adopted from 2014/15 [in green underline])**

*Made - - - - 6th February 2006*

*Laid before Parliament 8th February 2006*

*Coming into force - - 1st March 2006*

The Secretary of State for the Environment, Food and Rural Affairs makes the following Regulations in exercise of the powers conferred by sections 74 and 143(1) and (2) of the Local Government Finance Act 1988(a).

#### **Citation, commencement, application and interpretation**

1.—(1) These Regulations may be cited as the Joint Waste Disposal Authorities (Levies) (England) Regulations 2006 and come into force on 1st March 2006.

(2) These Regulations apply to England only.

(3) In these Regulations—

“the 1985 Order” means the Waste Regulation and Disposal (Authorities) Order 1985(b);

“the 1992 Regulations” means the Levying Bodies (General) Regulations 1992(c);

“constituent council” means, in relation to a joint waste disposal authority, a council specified in relation to that authority in Schedule 1 to the 1985 Order;

“financial year” means any period of twelve months beginning with 1st April;

“joint waste disposal authority” means any of the authorities established under the 1985 Order and named in Schedule 1 to that Order.

---

(a) 1988 c. 41. Section 74 was amended by the Local Government Finance Act 1992 (1992 c. 14), sections 117(1) and Schedule 13 paragraph 72(1) and (2), the Local Government (Wales) Act 1994 (1994 c. 19), section 20(4) and Schedule 6, paragraph 21, the Environment Act 1995 (1995 c. 25), section 120 and Schedule 1, the Greater London Authority Act 1999 (1999 c. 29), section 105, the Criminal Justice and Court Services Act 2000 (2000 c. 43), section 74 and Schedule 7, Part II, paragraphs 84 and 85, the Courts Act 2003 (2003 c. 39), section 109(1), and Schedule 8, paragraph 305(a), the Regional Assemblies (Preparations) Act 2003 (2003 c. 10), section 17(6) and paragraphs 3(1) and (2) of the Schedule, and the Fire and Rescue Services Act 2004 (2004 c. 21), section 53(1) and Schedule 1, paragraph 68(1) and (2). The functions of the Secretary of State, so far as exercisable in relation to Wales, were transferred to the National Assembly for Wales by the National Assembly for Wales (Transfer of Functions) Order 1999, S.I. 1999/672, article 2, Schedule 1.

(b) S.I. 1985/1884, amended by the Radioactive Substances Act 1993 (1993 c. 12), section 50 and Schedule 6, Part IV, S.I. 1986/564 and 2001/1149.

(c) S.I. 1992/2903 amended by S.I. 2001/3649.

## Scope

2. These Regulations apply in relation to levies—

(a) issued by joint waste disposal authorities; or

(b) anticipated by constituent councils of joint waste disposal authorities, in respect of any financial year beginning on or after 1st April 2006.

## Levies

3.—(1) A joint waste disposal authority may, in accordance with these Regulations, issue levies on its constituent councils to meet all liabilities falling to be discharged by it for which no provision is otherwise made.

(2) A levy on a constituent council shall be issued by giving the council a demand stating the date or dates on or before which a payment or payments in respect of the levy are required to be made and the amount of that payment or each of those payments.

(3) Subject to paragraph (4) the demand shall be given before 15th February in the financial year preceding that to which the levy relates.

(4) In relation to a levy for the financial year beginning on 1st April 2006, the demand shall be given before 3rd March 2006.

(5) The failure by a joint waste disposal authority to give a demand before the dates specified in paragraphs (3) and (4) shall not render the demand invalid because it is issued on or after those dates.

## Apportionment of levies

4.—(1) Subject to regulation 5, the amount to be levied by a joint waste disposal authority in respect of any financial year from each of its constituent councils shall be determined by apportioning the total amount to be levied by that authority in that year between those councils as follows—

(a) in such proportions as all the constituent councils may agree; or

(b) in the absence of such agreement, by a combination of the following proportions—

(i) the costs incurred by the joint waste disposal authority in the disposal or treatment of household waste delivered to it by its constituent councils shall be apportioned between the constituent councils in proportion to the tonnage of household waste delivered by each of these councils to the joint waste disposal authority within the last complete financial year for which data are available except for when a constituent council will start to deliver to the joint waste disposal authority types of waste that the constituent council had previously retained for recycling in which case the constituent council shall provide to the joint waste disposal authority records of the tonnage of such household waste it delivered elsewhere for recycling in the last complete financial year for which data are available and the joint waste disposal authority shall apportion its levy as if the constituent councils had also delivered such household waste to the joint waste disposal authority;

(ii) the costs incurred by the joint waste disposal authority in the disposal or treatment of business refuse that is deposited at places provided by the constituent councils under section 1 of the Refuse Disposal (Amenity) Act 1978(a) shall be apportioned between the constituent councils in proportion to the tonnage of business refuse deposited at such places within the area of each of these councils within the last complete financial year for which data are available; ~~and~~

(iii) The costs incurred by the joint waste disposal authority in the planning, construction, equipping and operation of sites provided under section 51(1)(b) of the Environmental Protection Act 1990 (HWRCs), including contract payments, staffing, utilities, premises, reuse, recycling, composting (costs and/or income) and relevant management costs, but excluding the cost of removing residual waste and its disposal (the authority's duty under the Refuse Disposal (Amenity) Act 1978), shall be apportioned between those constituent councils in whose area an HWRC is situated proportionate to the authority's relative costs applicable to each HWRC, such that the authority's above costs of each HWRC are paid in full by the constituent council in which it is situated.

(iv) The costs incurred by the joint waste disposal authority in the purchasing of Cranford Way Western Road HWRC shall be apportioned between the constituent councils in the following proportions:

<u>Barnet</u>	<u>0.613%</u>
<u>Camden</u>	<u>0.038%</u>
<u>Enfield</u>	<u>0.383%</u>
<u>Hackney</u>	<u>0.191%</u>
<u>Haringey</u>	<u>97.894%</u>
<u>Islington</u>	<u>0.804%</u>
<u>Waltham Forest</u>	<u>0.077%</u>

(v) The costs incurred by the joint waste disposal authority in the purchasing of any further HWRCs shall be apportioned between the constituent councils in proportion to the number of households in each constituent council that exist within a two-mile radius of the entrance to the HWRC until a visitor survey has been undertaken by the Authority. Once a visitor survey has been undertaken by the Authority for any such HWRC the costs as at clause (iii) above shall be recovered from the constituent councils from the next financial year onwards in proportion to such visitor survey; visitors from outside the Authority's area shall be treated as visitors from the borough in which the HWRC is situated. Further visitor surveys may be undertaken by the Authority in future years, which shall be used in place of previous visitor surveys from the financial year after they are undertaken, including for the avoidance of doubt Cranford Way Western Road; and

(vi)(iii) all other costs not falling within paragraphs (i) ~~or (ii) (iii) (iv) or (v)~~, shall be apportioned between the constituent councils by reference to the relevant proportion.

(2) For the purposes of paragraph 1(b) (vi)(iii), "the relevant proportion" is the relevant proportion determined in accordance with paragraphs (5) to (7) of regulation 6 of the 1992 Regulations but as if, in those paragraphs, the references to —

(a) "levying body" were references to a joint waste disposal authority; and

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(a) 1978 c.3. Section 1 has been prospectively repealed, in relation to England and Wales, by the Environmental Protection Act 1990 (1990 c.43) section 162 and Schedule 16, Part II, as from a day to be appointed. Amended by the Environmental Protection Act 1990, section 162, Schedule 15, paragraphs 19(2) and (3) and S.I. 1985/1884. Modified, in relation to the area of a London waste disposal authority, by S.I. 1985/1884.

(b) “relevant authority” and “billing authority” were references to a constituent council.

(3) Where paragraph (1)(b) applies to the determination of a levy to be issued in respect of any financial year beginning on or after 1st April 2007, a constituent council shall, within the period beginning on 1st December and ending on 31st January in the financial year preceding the financial year in respect of which the levy is to be issued, inform the joint waste disposal authority of—

- (a) the tonnage of household waste delivered to the joint waste disposal authority for disposal or treatment within the last complete financial year for which data are available;
- (b) the tonnage of business refuse that was deposited at places provided by the constituent council under section 1 of the Refuse Disposal (Amenity) Act 1978 within the last complete financial year for which data are available; and
- (c) the council tax base, determined in accordance with paragraphs (6) and (7) of regulation 6 of the 1992 Regulations, for its area, in respect of which a levy will be issued or it anticipates that a levy will be issued in the immediately following financial year.

(4) In this regulation—

“household waste”, has the same meaning as in section 75 of the Environmental Protection Act 1990(a);

“business refuse” means refuse falling to be disposed of in the course of a business, and

“refuse” has the same meaning as in section 1(7) of the Refuse Disposal (Amenity) Act 1978.

### **Special provisions relating to the Greater Manchester Waste Disposal Authority**

**5.**—(1) The amount to be levied by the Greater Manchester Waste Disposal Authority in respect of any year from the council of the metropolitan district of Wigan shall not include any amount relating to the Authority’s waste disposal functions and, accordingly, that amount shall be borne by the other constituent councils of the Authority in such proportions as they may agree or, in default of agreement, in the proportions specified in regulation 4(1)(b).

(2) In this regulation, “waste disposal functions” means functions vested in the Greater Manchester Waste Disposal Authority by virtue of regulation 5 of, and Schedule 2 to, the 1985 Order which are not exercisable by the Authority in the metropolitan district of Wigan.

### **Interest on unpaid levies**

**6.**—(1) Where any amount of a levy is not paid by the due date for payment specified in the demand issued under regulation 3, the constituent council shall be liable to pay to the joint waste disposal authority interest, calculated in accordance with paragraph (2), on the amount of the levy issued under these Regulations which remains unpaid after the due date for payment.

(2) The interest payable under paragraph (1) shall be simple interest calculated from day to day on the unpaid amount from the due date for payment until the date when payment is made at a rate equivalent to 2 per cent. above the highest base rate quoted from time to time by any of the reference banks.

(3) For the purposes of paragraph (2) “reference banks” shall be interpreted in accordance with paragraphs (3) to (5) of regulation 10 of the 1992 Regulations (interest on unpaid levies).

---

(a) 1990 c.43, Section 75 was amended by the Environment Act 1995 (1995 c. 25) section 120(1) and (3), Schedule 22, paragraphs 88 (1) to (4) and Schedule 24. There is other amending legislation in relation to Scotland. Modified by S.I. 1994/1056, regulation 19, Schedule 4, Part I, paragraph 9, to include “Directive waste” as defined in regulation 1(3), Schedule 4, Part II of those Regulations.

### **Anticipation of levies**

**7.—**(1) A constituent council making calculations in accordance with section 32 or, as the case may be, section 43 of the Local Government Finance Act 1992<sup>(a)</sup> (“the calculations”) for a financial year (“the year”) may anticipate a levy to be issued on it in accordance with these Regulations for the year by a relevant joint authority in any case where—

(a) such a levy has not been issued by the relevant joint authority on the constituent council at the time the calculations are made; and

(b) the relevant joint authority issued a levy for the preceding financial year.

(2) Subject to paragraph (3), where pursuant to paragraph (1) a constituent council anticipates a levy to be issued by a relevant joint authority for the year, the amount of the levy so anticipated shall be equal to the constituent council’s estimate, at the time the calculations (or last calculations) are made, of the amount of the levy which it considers likely will be issued on it for the year by the relevant joint authority.

(3) Where a levy has previously been anticipated by a constituent council for the purposes of the calculations for the year, the amount of the levy which may be anticipated by the constituent council for the purposes of any substitute calculations for the year shall be equal to the amount previously anticipated.

(4) Notwithstanding that a constituent council making calculations for a financial year anticipated a levy to be issued on it in accordance with these Regulations by a relevant joint authority—

(a) where the relevant joint authority issues a levy on the constituent council in accordance with these Regulations, the constituent council shall pay to the relevant joint authority a sum equal to the amount of the levy; and

(b) where the relevant joint authority does not issue a levy on the constituent council in accordance with these Regulations, the constituent council shall not be liable to pay any sum to the relevant joint authority only by virtue of having anticipated a levy from the relevant joint authority.

(5) In this regulation, a “relevant joint authority”, in relation to a constituent council, means a joint waste disposal authority with power under these Regulations to issue a levy on that council.

### **Transitional provisions**

**8.—**(1) Save as provided in paragraph (2), the 1992 Regulations shall cease to apply to levies issued or anticipated in accordance with these Regulations in respect of any financial year beginning on or after 1st April 2006.

(2) In relation to levies issued or anticipated in respect of the financial years beginning on 1st April 2006 and on 1st April 2007—

(a) regulation 4 of these Regulations (apportionment of levies) shall apply to the levies issued by the joint waste disposal authorities specified in the first column of the Schedule to these Regulations in the proportions specified in the second column of that Schedule for each of those financial years; and

(b) regulation 6 of the 1992 Regulations (apportionment) shall continue to have effect in relation to the proportion of the levy not covered under sub-paragraph (a).

---

<sup>(a)</sup> 1992 c.14. Sections 32 and 43 were amended by the Police Act 1997 (1997 c. 50), section 134(1), Schedule 9, paragraphs 67 and 68(2) and (3), the Criminal Justice and Police Act 2001(2001 c. 16), section 137, Schedule 7, Part 5(1), the Local Government Act 2003 (2003 c. 26), section 127(2), Schedule 8, Part 1, the Serious Organised Crime and Police Act 2005, section 174(2), Schedule 17, Part 2 and S.I. 1994/246, 1995/234, 1996/56, 1999/296, 2000/717, 2005/190. There is other amending legislation in relation to Wales. Modified by S.I. 1993/22, 1995/161 and 1995/2889. Section 43 is disapplied by the Greater London Authority Act 1999 (1999 c. 29), section 85.



6th February 2006

*Ben Bradshaw*  
Parliamentary Under Secretary of State  
Department for Environment, Food and Rural Affairs

## SCHEDULE

Regulation 8(2)

### TRANSITIONAL ARRANGEMENTS

<i>JOINT WASTE DISPOSAL AUTHORITIES</i>	<i>PROPORTION OF THE TOTAL LEVY FOR 2006 AND 2007 TO WHICH REGULATION 4 APPLIES</i>
North London Waste Authority West London Waste Authority Western Riverside Waste Authority Merseyside Waste Disposal Authority	33.3% for the financial year beginning on 1st April 2006 66.6% for the financial year beginning on 1st April 2007
Greater Manchester Waste Disposal Authority	50% for the financial year beginning on 1st April 2006 75% for the financial year beginning on 1st April 2007

## EXPLANATORY NOTE

*(This note is not part of the Regulations)*

These Regulations confer a power on joint waste disposal authorities established under the Waste Regulation and Disposal (Authorities) Order 1985 (S.I. 1985/1884) (the “1985 Order”) to issue levies on their constituent councils for the purpose of meeting their expenses in respect of financial years beginning on or after 1st April 2006 where, but for section 117 of the Local Government Finance Act 1988 (rates and precepts: abolition), they would have a power under article 7 of the 1985 Order (levies) to require the councils to pay those expenses. These Regulations apply to England only.

The Regulations include provisions as to when levies are to be issued (regulation 3), the apportionment of levies between authorities (regulation 4) as well as special provisions for the Greater Manchester Waste Disposal Authority (regulation 5). The Regulations also make provision for interest on unpaid levies (regulation 6) and the anticipation of levies (regulation 7).

Regulation 8 includes transitional provisions providing for the Levying Bodies (General) Regulations 1992 (S.I. 1992/2903) to cease to apply to levies issued or anticipated by joint waste disposal authorities in respect of any financial year commencing on or after 1st April 2006 except as specified in that regulation and the Schedule to the Regulations.

A full regulatory impact assessment has not been produced for this instrument, as it has no impact on the costs of business.

**2006 No. 248**

**Alternative Form of Levy Regulations adopted by NLWA  
constituent authorities**

**LOCAL GOVERNMENT, ENGLAND**

**FINANCE**

The Joint Waste Disposal Authorities (Levies) (England)  
Regulations 2006 **(as adopted by NLWA constituent  
councils from 2012/13 [in red underline],  
and further revised and adopted from 2014/15 [in green  
underline])**

£3.00

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## SCHEDULE 1 COST RECOVERY MECHANISM PART B:

### MENU PRICING MECHANISM

#### Preamble

The Parties to this Inter Authority Agreement (IAA) agree that this Schedule will provide the rules by which the Authority will apportion its costs between the WCAs.

By entering into this Agreement, the Parties agree that the Authority will apportion its costs via a levy for the financial year 2016/17 and for future financial years until the WCAs unanimously agree otherwise in accordance with the Menu Pricing Levy Apportionment Mechanism Rules as set out below. These Rules are agreed in accordance with the Levy Regulations (regulation 4(1)(a)) as an alternative to the default levy apportionment methodology also contained therein (regulation 4(1)(b)).

In this Schedule “WCA” means the same as “constituent council” as defined in the Levy Regulations, and “WCAs” means all constituent councils in the Authority Administrative Area.

#### Introduction

This **Schedule 1B** ensures an equitable allocation of the financial obligations of the Authority, including those arising as a consequence of the Authority’s Waste Contracts, to each of the WCAs through the IAA. The Parties agree to the principle of equitable allocation such that each WCA shall be responsible for the financial consequences of its own behaviour and that of its contractors and agents, such behaviour to be determined primarily by the composition and quantity of Waste delivered by or on behalf of each WCA and managed by the Authority.

This Schedule sets out the process and rules for the recovery from the WCAs of all costs incurred by the Authority, i.e. the Schedule covers recovery of the Authority’s net costs in connection with the Authority’s:

- i. various payment obligations for waste services under Waste Contracts or otherwise;
- ii. revenue costs of funding the Authority’s capital programme, including the acquisition of sites for the waste treatment facilities (e.g. the cost of acquiring LondonWaste Ltd and Pinkham Way), capital contributions which the Authority may make to Waste Contractors, and the development of any new facilities not provided through the Waste Contracts;
- iii. overheads, administrative costs, and other costs incurred by the Authority in order to fulfil its statutory obligations, other costs which the Authority may decide to incur from time to time, and income from non-WCA sources.

#### Current Cost Recovery Arrangements

The Authority’s net budget is broadly made up of (i) waste treatment services (ii) corporate and other support service costs, (iii) revenue costs of capital investment and (iv) income from non-WCA sources.

The Authority currently approves its annual budget in the February prior to the relevant financial year. After allowance for the recovery of costs for Non-Household Waste (which shall include Household Waste for which a charge for disposal may be made by the Authority) and use of available surplus balances the remaining costs of the Authority are recovered through a levy on the WCAs. The WCAs agree and acknowledge that together such sums must be adequate to discharge all the Authority's costs. The WCAs decide how the levy will be apportioned between the WCAs. Until and including the financial year 2011/12 the levy was apportioned in accordance with the default provisions of the Joint Waste Disposal Authorities (Levies) (England) Regulations 2006. The levy calculation comprised two elements, the household element of the levy (for Household Waste tonnages delivered to the Authority) was apportioned between WCAs on a tonnage basis (audited tonnages for the last full year prior to the budget year) and the other costs element (including civic amenity waste) was apportioned on a council tax basis (the council tax base for the relevant budget year). Since the financial year 2012/13 the levy has been apportioned in accordance with alternatives to the statutory default mechanism following unanimous agreements among the WCAs. The current locally agreed levy apportionment mechanism is at **Schedule 1A**.

WCAs are notified of the levy and their share of the levy together with a monthly payment schedule before 15<sup>th</sup> February prior to the relevant budget year. The levy is set for the year such that there should be no further recourse to WCAs for any additional payments during the year.

The charging arrangement for Non-Household Waste is governed by s52(9) of the Environmental Protection Act 1990 (EPA). WCAs are provided with an estimate of their financial liability for the relevant financial year together with a monthly payment schedule (also by 15<sup>th</sup> February). At the end of the financial year there is an annual reconciliation of actual tonnages delivered to the Authority for treatment and actual costs borne by the Authority in the treatment of this waste stream such that a WCA may be required to make an additional payment or entitled to receive a refund.

### **Menu Pricing Levying Apportionment Mechanism Process**

- a) The Authority will approve a budget every February for the following financial year and this will be used to determine the annual cost of providing waste services to each WCA.
- b) To assist with the budget preparation process (October to February prior to the relevant financial year) each WCA will be required to provide the Authority with an up-to-date tonnage forecast of their waste streams for the relevant financial year and a medium term forecast of their waste tonnages for the subsequent three years by the end of the December prior to the relevant financial year.
- c) These tonnage forecasts will be reviewed by the Authority and may be notified to the Waste Contractor(s) in order to establish any relevant base payment to be paid to a Waste Contractor.
- d) The Authority will also calculate its estimated cost for areas of expenditure which fall outside of the Waste Contracts.
- e) In the case of Non-Household Waste the Authority will notify the WCAs of an estimate of their financial liability for the following financial year together with a monthly payment schedule by 15<sup>th</sup> February. Subject to any differences arising from the different ways in

which the Authority recovers its costs for Household Wastes and Non-Household Wastes, the cost per tonne for Household Wastes and Non-Household Wastes shall be broadly the same for each principal waste stream or other type of waste from the Menu Pricing Commencement Date. The Authority shall recover its costs in relation to Ad Hoc Wastes that are also Non-Household Waste as a specific Non-Household Waste charge to the relevant WCA.

- f) After the Authority has determined its budget, income from non-levy sources and the use of revenue balances the Authority will notify each WCA by 15<sup>th</sup> February of the total sum to be levied for providing waste services and other Authority activities and commitments for the following financial year together with monthly payment schedules and a statement setting out the principal component sums.
- g) A WCA's actual liability for each financial year will be determined as soon as possible after the end of the financial year as part of an annual reconciliation process (there will be regular budget reviews during the financial year so that WCAs can follow the progress of actual costs against budget and gauge how this might impact on their actual financial liability for the relevant financial year).
- h) As soon as possible after the end of each financial year, the actual costs of the Authority in providing waste services and its other activities and commitments under the levy will be determined by the Authority in accordance with the cost apportionment rules set out in this **Schedule 1B**, and any under or over payment by a WCA will result in a ring-fenced revenue balance (positive or negative) for that WCA to be taken into account in the next available financial year's levy apportionment calculation.
- i) As soon as possible after the end of each financial year there will be an annual reconciliation of actual tonnages of the different Non-Household Waste streams delivered to the Authority for treatment and the actual costs borne by the Authority in the treatment of each of these Non-Household Waste streams and associated costs in accordance with the cost apportionment rules set out in this **Schedule 1B** such that a WCA may be required to make an additional payment to the Authority or entitled to receive a refund from the Authority.

### **Menu Pricing Levy Apportionment Mechanism Rules (the Rules)**

1. The cost and/or income (as relevant) of services provided by the Waste Contractors will be accounted for across the prevailing principal waste streams (currently these are residual, food, green, mixed organics and mixed dry-recyclables), and the provisions for RRCs and Non-Transferred RRCs. Ad Hoc Waste, and any other additional contracts or costs which arise in the provision of waste services will be accounted for in a similar way.
2. When the levy is set, each WCA's share of the levy will be calculated by reference firstly to the Authority's tonnage forecasts for each waste stream delivered by each WCA and the Authority's projection of relevant costs for each waste stream for the relevant financial year; secondly to the Authority's tonnage forecasts for total Municipal Waste delivered by each WCA and the Authority's projection of other budgeted costs for the relevant financial year; and thirdly to the most recent Visitor Survey for the RRC waste stream and the Authority's relevant budgeted costs for the relevant financial year.

3. Where payment deductions or additions are waste stream specific but not WCA specific (for example waste transfer costs, payments under EPA s.52(10) or, for mixed dry recyclables, MRF facility performance as distinct from those based on the measured quality of individual WCA delivered wastes) these adjustments will be included in the annual reconciliation to determine the final cost per tonne of each waste stream or the final cost for each RRC or Non-Transferred RRC.
4. Where payment deductions or additions are WCA specific (for example damage by a WCA to a Waste Contractor's premises) these will be deducted or added as adjustments in the annual reconciliation of costs to be borne by each WCA.
5. Any additional sums payable by the Authority associated with not reaching a Guaranteed Minimum Tonnage (GMT) shall be recovered from those WCAs that have delivered less than their share of the GMT for the relevant waste stream by reference to relevant WCA Tonnage Forecasts (all such liabilities shall be apportioned between these WCAs by reference to their individual variances from the GMT as a percentage of all such variances). Similarly, any additional sums payable by the Authority associated with exceeding a Maximum Tonnage (MT) shall be recovered from those WCAs that have delivered more than their share of the MT for the relevant waste stream by reference to the relevant WCA Tonnage Forecasts (all such liabilities shall be apportioned between these WCAs by reference to their individual variances from the WCA Tonnage Forecasts as a percentage of all such variances). This will form part of the annual reconciliation of costs to be borne by each WCA.
6. Where deductions and additions are of a general nature (neither waste-stream nor WCA specific) these will be deducted or added as adjustments in the annual reconciliation of costs to be borne by each WCA. This adjustment will be based upon each WCA's share of the total actual WCA Municipal Waste (excluding RRC, Non-Transferred RRC and Ad Hoc Wastes) delivered to the Authority for the relevant financial year. For the avoidance of doubt the terms "Municipal Waste" and "WCA Municipal Waste" in these Rules include both Household Waste and Non-Household Waste, and the term Non-Household Waste includes Chargeable Household Waste.
7. The revenue costs of funding the capital programme (waste treatment sites) will be borne by WCAs in proportion to the tonnes of WCA Municipal Waste delivered to the Authority for the relevant financial year. This will form part of the levy-setting and the annual reconciliation of costs to be borne by each WCA. The distribution of any surplus capital receipts not related to RRCs that could possibly arise in the future and which are not otherwise required in the opinion of the Authority for the repayment of loans or required to finance other capital investments will be distributed amongst the WCAs in proportion to the actual tonnes of WCA Municipal Waste (excluding RRC, Non-Transferred RRC and Ad Hoc Wastes) delivered to the Authority since the Menu Pricing Commencement Date. In and from the year following a year during which any item funded through the capital programme becomes waste stream specific, WCA specific or RRC specific, the relevant costs shall be apportioned as at Rule 2 or Rule 10 (as applicable) and adjusted if necessary in accordance with Rule 3 or Rule 4.

8. The revenue costs of funding any capital contributions to Waste Contractors or similar capital investments by the Authority shall be apportioned across each relevant waste stream in the same proportion as the cost reduction arising to the Authority from the capital contribution or similar capital investment by the Authority for each waste stream. This will be equated to a cost per tonne (based upon the tonnes of each relevant waste stream delivered by the WCAs to the Authority for the relevant financial year). This will form part of the levy-setting and the annual reconciliation of costs to be borne by each WCA.
9. The revenue costs of funding other capital costs other than for RRCs (but not excluding the revenue costs of funding the capital costs of any RRC that is developed as part of new residual waste treatment capacity at the EcoPark in Edmonton, N18 3AG) will be borne by WCAs in proportion to the tonnes of WCA Municipal Waste (excluding RRC, Non-Transferred RRC and Ad Hoc Wastes) delivered to the Authority for the relevant financial year. In and from the year following a year during which any item funded as capital becomes waste stream specific, WCA specific or RRC specific, the relevant costs shall be apportioned as at Rule 2 or Rule 10 (as applicable) and adjusted if necessary in accordance with Rule 3 or Rule 4. This will form part of the levy-setting and the annual reconciliation of costs to be borne by each WCA. However, where such costs are waste stream specific they shall in the first instance be allocated to the relevant waste stream and apportioned between WCAs accordingly.
10. All costs in relation to RRCs (other than Third Party Waste costs and the revenue costs of funding the capital costs of any RRC that is developed as part of new residual waste treatment capacity at the EcoPark in Edmonton, N18 3AG) will be apportioned in the proportions determined by the Visitor Survey and, until such time as a visitor survey can be conducted for any new RRC (including any Non-Transferred RRC that has become a RRC), the proportion of households within a two mile radius of the entrance to such new RRC that are within each WCA. Any surplus capital receipts from any RRC disposals that could possibly arise in the future and which are not otherwise required in the opinion of the Authority for the repayment of relevant loans or required to finance other relevant capital investments shall be apportioned in accordance with this rule, as applied since the RRC was acquired or otherwise arranged by the Authority. All costs in relation to any Non-Transferred RRC shall be recovered through the levy from the WCA in which that Non-Transferred RRC is situated.
11. All NLWA non-contract costs and/or income, which include the core costs of operating the Authority, project based costs and other costs which may be required to enable the Authority to fulfil its statutory obligations, or other expenditure which the Authority may agree from time to time will be borne by WCAs in proportion to the tonnes of WCA Municipal Waste (excluding RRC, Non-Transferred RRC and Ad Hoc Wastes) delivered to the Authority for the relevant financial year unless and to the extent that such costs are not waste stream specific or WCA specific. This will form part of the levy-setting and the annual reconciliation of costs to be borne by each WCA.
12. At the end of each financial year, in its annual reconciliation of costs to be borne by each WCA, the Authority will use both the actual tonnages delivered to the Authority by each WCA and the Visitor Survey employed when that financial year's levy was set.



13. Balances (positive or negative) that are available at the end of each financial year will wherever possible be ring-fenced to each WCA, to each waste stream and to each RRC as applicable having regard to the source(s) of the balances, subject to Rule 14 below.
14. Balances that are forecast to be available when determining the levy for 2016/17 and when finalising the Authority's statutory accounts for 2015/16 shall be apportioned between the WCAs in the same proportions as were used to apportion the levy for 2015/16.

**SCHEDULE 2: REPRESENTATIVES AND CONTACT DETAILS**

<b>Authority</b>	
<b>Name of Authority Representative:</b>	Andrew Lappage, Head of Operations
<b>Contact details of Authority Representative:</b>	<p>Address:</p> <p>North London Waste Authority Berol House, Unit 1B 25 Ashley Road, Tottenham London N17 9LJ</p> <p>Tel: 020 8489 5732/0 Fax: 020 8365 0254 Email: Andrew.Lappage@nlwa.gov.uk and Email: post@nlwa.gov.uk</p>
<b>Contact details of Authority (if different):</b>	<p>Address:</p> <p>North London Waste Authority Town Hall Judd Street London WC1H 9JE</p>

London Borough of Barnet	
<b>Name of WCA Representative:</b>	John Hooton, Chief Operating Officer
<b>Contact details of WCA Representative:</b>	<p>Address:  London Borough of Barnet,  North London Business Park,  Oakleigh Road South,  London N11 1NP</p> <p>Tel: 020 8359 2000  Fax: 0870 889 7456  Email: John.Hooton@barnet.gov.uk</p>
<b>Contact details of WCA (if different):</b>	Address: (as above)

London Borough of Camden	
<b>Name of WCA Representative:</b>	Ed Watson, Director of Culture and Environment
<b>Contact details of WCA Representative:</b>	<p>Address:  London Borough of Camden  5 Pancras Square  London N1C 4AG</p> <p>Tel: 020 7974 5622  Email: Ed.Watson@camden.gov.uk</p>
<b>Contact details of WCA (if different):</b>	Address: (as above)

London Borough of Enfield	
<b>Name of WCA Representative:</b>	Ian Davis, Director of Regeneration and Environment
<b>Contact details of WCA Representative:</b>	Address: London Borough of Enfield Civic Centre Silver Street Enfield EN1 3XA  Tel: 020 8379 3500 Fax: Email: Ian.Davis@enfield.gov.uk
<b>Contact details of WCA (if different):</b>	Address: (as above)

London Borough of Hackney	
<b>Name of WCA Representative:</b>	Kim Wright, Corporate Director, Health and Community Services
<b>Contact details of WCA Representative:</b>	Address: London Borough of Hackney Hackney Town Hall Mare Street London E8 1EA  Tel: 020 8356 7347 Fax: Email: Kim.Wright@hackney.gov.uk
<b>Contact details of WCA (if different):</b>	Address: (as above)

<b>London Borough of Haringey</b>	
<b>Name of WCA Representative:</b>	Stephen McDonnell, Assistant Director – Environmental Services and Community Safety
<b>Contact details of WCA Representative:</b>	Address: Haringey Council River Park House 225 High Road Wood Green London N22 8HQ  Tel: 020 8489 2485 Fax: 020 8489 2906 Email: Stephen.McDonnell@haringey.gov.uk
<b>Contact details of WCA (if different):</b>	Address: Haringey Council Civic Centre High Road Wood Green London N22 8LE

<b>London Borough of Islington</b>	
<b>Name of WCA Representative:</b>	Kevin O’Leary, Corporate Director – Environment and Regeneration
<b>Contact details of WCA Representative:</b>	Address: Islington Council Directorate Suite 222 Upper Street London N1 1XR  Tel: 020 7527 2350 Fax: N/A Email: Kevin.O’Leary@islington.gov.uk
<b>Contact details of WCA (if different):</b>	Address: (as above)

<b>London Borough of Waltham Forest</b>	
<b>Name of WCA Representative:</b>	David Evans, Head of Major Contracts and Delivery and Place Commissioner
<b>Contact details of WCA Representative:</b>	<p>Address:  London Borough of Waltham Forest  Town Hall  Forest Road  London E17 4JF</p> <p>Tel: 0208 496 4219  Fax:  Email: David.Evans@walthamforest.gov.uk</p>
<b>Contact details of WCA (if different):</b>	Address: (as above)

**SCHEDULE 3: RRCs AND NON-TRANSFERRED RRCs**

<b>RRC or Non-Transferred RRC</b>	<b>RRC</b>	<b>AUTHORITY TITLE TO BE PUT IN PLACE</b>	<b>DATE OF TRANSFER TO AUTHORITY</b>	<b>OPERATED BY</b>
Non-Transferred RRC	Summers Lane, Barnet	Single leasehold from Barnet	4 October 2015	Authority
RRC	Regis Road, Camden	Single leasehold from Camden	1 April 2012	Authority
Non-Transferred RRC	Barrowell Green, Enfield	None	Not transferring at the date of this agreement	Enfield
RRC	Park View Road, Haringey	Single leasehold from Haringey	1 <sup>st</sup> November 2012	Authority
RRC	Western Road, Haringey	Single freehold	25 June 2014 (predecessor RRC transferred 1 <sup>st</sup> November 2012)	Authority
RRC	Hornsey St, Islington	Single leasehold from Islington as part of shared building	1 April 2012	Authority
RRC	Gateway Road, Waltham Forest	Single lease from contractor	1 April 2012	Authority
RRC	Kings Road, Waltham Forest	Single leasehold from Waltham Forest	7 June 2012	Authority
RRC	South Access Road, Waltham Forest	Single leasehold from Waltham Forest	7 June 2012	Authority

## **SCHEDULE 4: ARRANGEMENTS FOR NON-TRANSFERRED RRCs**

*On NLWA headed paper*

*<Address>*

Date:

*<Address>*

Dear

### **[SITE NAME] Re-use and Recycling Centre (“RRC”)<sup>1</sup>**

1. This letter confirms the arrangements between the North London Waste Authority ( the “Authority”) and the London Borough of [BOROUGH NAME] (the “Council”) regarding the Authority’s duty to arrange for the provision of sites in the Authority’s area and fulfilling the Authority’s statutory obligations under section 51 of the Environmental Protection Act 1990 (“s51 EPA”).
2. Following the repeal of Section 1 of the Refuse Disposal (Amenity) Act 1978, with effect from 1 April 2012 the Council no longer has a duty to provide places where refuse may be deposited by persons resident in the Council’s area.
3. The Authority has a duty under s51 EPA to arrange for the disposal of the controlled waste collected in its area by the waste collection authorities, and for places to be provided at which persons resident in its area may deposit their household waste and for the disposal of waste so deposited.
4. Pursuant to Section 1 of the Localism Act 2011 the Council has a general power of competence under which it may do anything not otherwise unlawful but for which there is no other specific statutory authority.

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<sup>1</sup> **N.B.** The term RRC is used in this Schedule in a broader sense than the defined term in the Agreement.



- 5. The Authority and the Council agree that until the Expiry Date in the Inter Authority Agreement [or sooner date as agreed by the Council and the Authority], the RRC situated at [SITE NAME] shall continue to be provided, managed and funded by the Council and that the Authority shall continue to provide residual waste removal and treatment services as in the financial year 2013/14.
- 6. The Authority will recover from the Council its full costs of the services at the RRC situated at [SITE NAME], and of the further management of wastes arising there, in accordance with the Menu Pricing Mechanism.
- 7. The Council notes the Authority's statutory obligations at paragraph 3 above and will manage the above RRC in accordance with the same until the Expiry Date in the Inter Authority Agreement [or sooner date at paragraph 5 above].
- 8. If the Council is aware of any variation from the Authority's statutory obligations, or believes that it will be unable to manage the above RRC in accordance with these, the Council shall immediately notify the Authority with details.

**As an authorised officer of the North London Waste Authority I hereby confirm the above arrangement on behalf of the North London Waste Authority with effect from**  
 .....

**Signed:** ..... **Date:** .....  
**Title:** .....  
**North London Waste Authority**

**As an authorised officer of LB [BOROUGH NAME] I hereby confirm the above arrangement on behalf of LB [BOROUGH NAME] with effect from**  
 .....

**Signed:** ..... **Date:** .....  
**Title:** .....  
**London Borough of [BOROUGH NAME]**