

SCHEDULE 22**PERFORMANCE FRAMEWORK****GENERAL PROVISIONS**

1. As a matter of policy, the Authority would not require a deduction under a general provision such as paragraph E1 in respect of a minor breach for which a specific deduction regime applies (e.g. occasional littering).
2. Deductions for a breach of permit under paragraph E1 would be on the basis of the specified permit requirements at the frequency specified in the "Monitoring Frequency" column of the table. So, for example, deductions would be made monthly in respect of breaches of leachate limits in a Permit on a per phase basis (regardless of the number of monitoring points or the frequency of monitoring).
3. Where emission levels from the RWTP are subject to limits in the RWTP PPC Permit, operation within such limits shall not, of itself, give rise to deductions under paragraph E1 for failure to comply with Good Industry Practice.
4. These general provisions form an integral part of the provisions of Schedule 22 and are to be read as part of the separate document comprising Schedule 22 which follows these provisions.

SCHEDULE 22 – PERFORMANCE STANDARD

PERFORMANCE STANDARDS

Capitalised terms used in this Schedule shall have the meaning ascribed to them in Schedule 1 of this Contract.

Column 2 of the Table sets out the Performance Standards.

There are five categories of Performance Standards:

- General
- Monitoring
- Reporting
- Operational
- Compliance

Table: Performance Standards

REFERENCE	PERFORMANCE STANDARD	DEDUCTION CATEGORY	RECTIFICATION CATEGORY	MONITORING FREQUENCY	RELEVANT PERIOD FOR MAINTAINING QUALITY STANDARD
	General				
A1 Clause 16.3	Each failure to comply with all Health and Safety Obligations.	A	1	Weekly	24 hrs/d
A2	Each failure to take appropriate action in accordance with the Authority Service Requirement following the receipt of a complaint from a member of the public.	D	4	Monthly	24 hrs/d
A3 Clause 12.3	Each failure to ensure that all open top vehicles and containers are securely netted or sheeted before leaving the loading area at a Facility.	C	2	Daily	24 hrs/d
A4 Clause 12.2	Each failure to ensure that all Contract Waste leaving RTSs is transported using transport routes that are approved by the Authority (such approval not to be unreasonably withheld or delayed) except where directed otherwise by a Relevant Authority.	C	1	Daily	24 hrs/d
A5 Clause 12.4	Each failure to ensure that Authorised Vehicles and associated containers that are used permanently in the provision of the Services have appropriate corporate livery and markings or other such markings as approved by the Authority (such approval not to be unreasonably withheld or delayed) in a clear and visible condition.	E	4	Monthly	24 hrs/d
A6 Clause 11.20	Each failure to implement the Contingency Plan in accordance with the procedures specified in the Service Operational Plan for that Facility.	A	2	Daily	24 hrs/d
A7 Clause 11.21	Each failure to provide subject to the requirements of all relevant Laws the Authority's Representative	C	2	Monthly	24 hrs/d

	unrestricted access to: (a) all Facilities (other than the RWTP) during their Opening Hours; and (b) the RWTP, twenty four (24) hours per day.				
A8 Clause 5.2 a	Each failure to give priority to an Authorised WCA Vehicle when the Turnaround time at a WCA Delivery Point is likely to exceed 20 minutes for a WCA delivery point or 35 minutes for a Landfill.	D	Immediately	Daily	24 hrs/d
A9 Clause 5.2 b	Each failure to give storage capacity priority to Contract Waste when the storage capacity Authorised is likely to be exceeded.	D	Immediately	Daily	24 hrs/d
A10 Clause 8.1	Each failure to provide the storage capacity necessary for all of the Contract Waste that may be delivered by Authorised Users to such WCA Delivery Point, and authorised under the relevant Waste Management Licence and all other Necessary Consents at each WCA Delivery Point	D	3	Daily	24 hrs/d
A11 Clause 16.2	Each failure to ensure that any of the Contractor's employees whose role provides an interface with members of the general public wear on duty a uniform and badge of corporate identity, each of which has been approved by the Authority; Each failure to ensure that any of the Contractor's Employees whose role provides an interface with members of the general public are courteous and provide reasonable assistance on request to the public	E	3	Daily	Facility opening hours
	Monitoring				
B 1 Clause 9.1	Each failure to ensure that all Authorised WCA Vehicles delivering Contract Waste to a WCA Delivery Point and all Authorised Vehicles transferring Contract Waste between Facilities are weighed on entry and on a weighbridge, with the following data to be recorded: (a) address of the	C	1	Daily	Facility opening hours

	WCA Delivery Point; (b) container number where applicable; (c) date; (d) description of Contract Waste; (e) Waste Collection Authority identifier where applicable; (f) gross, net and tare weights (where applicable); (g) point of Waste arising and/or round number where applicable (furnished by the driver); (h) registered Waste carrier number; (i) time of arrival; and (j) vehicle registration number.				
B2 Clause 9.2	Each Failure to keep at least one copy of the weighbridge ticket and ensure that it records the driver's printed name and the driver's signature.	C	1	Daily	Facility opening hours
B3 Clause 9.3	Each failure to provide a copy of the weighbridge ticket to the driver of the vehicle delivering the Contract Waste to the Facility.	C	1	Daily	Facility opening hours
B4 Clause 9.6	Each failure to ensure that each weighbridge at a Facility is: (a) maintained and serviced on a regular basis in accordance with Good Industry Practice; (b) tested annually in accordance with the Weights and Measures Act 1985; and (c) operated by suitably trained personnel.	C	1	Daily	Facility opening hours
B5 Clause 9.7	Each failure to ensure that in the event of the temporary loss of a weighbridge function at a Facility, the Contractor proposes alternative arrangements for the weighing or estimation of weight of Contract Waste,	C	1	Daily	Facility Opening Hours
B6 Clause 9.8	The Contractor shall ensure that all Non-Contract Waste delivered by any person to any WCA Delivery Point (except to any third party Facility), is weighed and recorded in the same manner as Contract	C	1	Daily	Facility Opening Hours

	Waste.				
B7 Clause 21.2	Each failure to carry out the performance monitoring at the Monitoring Frequencies and accurately record its performance of the Services.	C	1	(At specified frequencies)	Facility opening hours – or 24 hrs if/where monitoring continuous
B8 Clause 17.1	17.1 - Each failure to provide a Helpdesk facility to respond in accordance with this Schedule to telephone or written requests or notifications of defaults in relation to the Services by the Authority and Service Users .	C	4	Daily	24 hrs/d
B9 Clause 17.2	Each failure to notify the Authority and each WCA of the contact details of the Helpdesk facility.	C	4	Daily	24 hrs/d
B10 Clause 17.3	Each failure to record and store in electronic format the name of the person contacting the Helpdesk, the time of the communication, details of the request or notification, actions taken and the time the request is answered and the default is remedied.	C	4	Daily	24 hrs/d
B11 Clause 17.4	Each failure to provide the Authority with a monthly summary of the Helpdesk records	C	4	Daily	24 hrs/d
B12 Clause 17.5	Each failure to make the Helpdesk facility available 24 hours a day seven days a week.	C	4	Daily	24 hrs/d
	Reporting				
C1 Clause 21.5	Each failure to safely and securely store all written and electronic records created in accordance with this Schedule for at least seven years from the date of creation.	E	4	Monthly	Monthly
C2 Clause 22.5	Each failure to ensure that the Contract Manager or (where relevant) other nominated Contractor personnel attend the monthly contract review meetings together with such other meetings with the Authority as may reasonably be requested by the Authority.	D	1	Monthly	Business hours

C3	Each failure to inform the Authorised Representative as soon as practicable of any accident involving a member of the public, as specified in facility SOP	C	2	Daily	Facility opening hours
C4 Clause 22.1	Each failure to report to the Authority representative a RIDDOR event involving Authorised as soon as practicable.	B	2	Daily	24 hrs/d
C5 Clause 22.4	Each failure to submit to the Authority: (c) an Annual Service Report within twenty-five (25) Business Days after the end of each Contract Year.	A	4	Annual	Business hours
	Operational				
D1 Clause 8.4	Each failure to ensure that a WCA or a WCA Party delivering Contract Waste to a WCA Delivery Point have a Turnaround Time (except at the Existing Landfill Sites) of 20 minutes or less except to the extent to which the delay is attributable to the actions or inactions of the delivery vehicle or delivery vehicle staff.	D	1	Daily	Facility opening hours
D2 Clause 8.5	Each failure to ensure that a WCA or a WCA Party delivering Contract Waste to an Existing Landfill Site shall have a Turnaround Time of 35 minutes or less.	D	1	Daily	Facility opening hours
D3 Clause 11.7	Each failure to ensure to ensure, that each area of a Facility has such levels of artificial illumination necessary to provide the Service, fully operable, free from flickering and reasonably free from damage and deterioration.	D	3	Daily	Facility opening hours
D4 Clause 16.4	Each failure to nominate one member of staff to be the Facility manager at each Facility.	C	3	Monthly	24 hrs/d
D5	Each failure to ensure that the Contract Representative or its nominee is contactable 24 hours a day and seven days a week in the event of an Emergency.	C	3	Monthly	24 hrs/d

D6 Clause 11.42	Each failure to take all reasonable measures to ensure that no unauthorised persons enter a Facility.	E	1	Monthly	Facility opening hours
D7 Clause 11.42	Each failure to take all reasonable measures to ensure that Authorised Users remain at a Facility for no longer than is reasonably necessary (excluding using welfare facilities at that Facility)	E	2	Monthly	Facility opening hours
D8	(i) Each failure to provide appropriate health and safety signposting at a Facility in accordance with the specifications set out in facility SOPs. (ii) Each failure to provide other appropriate signposting at a facility in accordance with the facility SOPs.	(i) B (ii) E	(i) 3 (ii) 4	Weekly	24 hrs/d
D9	Each failure to make a Site Diary available to the Authority's Representative at each Facility.	C	4	Monthly	Facility opening hours
D10	Each failure to grant community representatives meetings with directors of the Contractor when reasonably requested by the Authority	C	4	Monthly	Business hours
D11	Each failure to follow the HWRC Contract Waste Checking Procedure.	E	1	Daily	Facility opening hours
D12	Each failure to provide and continuously maintain sufficient capacity within containers, receptacles and/or contained storage bays (especially at HWRC MRFs, compost plants and RTS) for the reception/bulking of recycled waste fractions, as are specified in respective SOPs when the sites are available.	C	3	Daily	Facility opening hours
D13	(i) Each failure to deal with spillages of Contract Waste which present a health and safety hazard. (ii) Each other failure to deal with spillages of Contract Waste in accordance with the facility SOPs	(i) A (ii) E	1 2	Daily	24 hrs/d
D14	Each failure to provide adequate storage capacity for freezer or refrigerator appliances at HWRCs, as	C	2	Weekly	Facility opening hours

	specified within respective HWRC SOPs.				
D15	Each failure to ensure that only Authorised WCA Vehicles deliver Contract Waste to WCA Delivery Points	C	1	Daily	Facility opening hours
D16	Each failure to remedy in accordance with the facility SOPs the consequences of any unauthorised entry by any persons (e.g. vandalism, break-in) at each Facility.	D	4	Monthly	24 hrs/d
D17	Each failure to undertake all required routine, scheduled and preventative maintenance in strict accordance with the specifications set out in the facility SOP	D	4	Daily	Facility opening hours
D18	Each failure to provide and maintain welfare and toilet facilities as set out in the SOP	D	3	Daily	Facility opening hours
D19	Each failure to remove or treat all Contract Waste in accordance with the required time periods noted in the Waste Management License at a Facility (except at the Residual Waste Treatment Plant).	D	3	Daily	24 hrs/d
D21 Clause 11.32	Each failure to ensure that all Facilities are reasonably free of pests and vermin (including rodents).	E	4	Monthly	24 hrs/d
D22 Clause 11.34	Each Failure to ensure that the Facilities and ground within five metres of the boundary of each Facility, to include (but not limited to) access roads and adjoining land to which the Contractor can lawfully obtain access without payment of monies, are kept free from litter and Fly Tipped Waste	E	3	Daily	Facility opening hours
D23 Clause 11.30	Each failure to remove all graffiti, unauthorised notices or other adhesions affecting the Facilities and restore the Facility to its former condition (or as near to it as reasonably practicable) as soon as is reasonably practicable -	E	3	Daily	Facility opening hours
D24 Clause 11.39	Each failure to make all Authorised Users to a Facility (except at HWRCs) aware of the Facility's rules and conditions	E	3	Daily	24 hrs/d
D25 Clause	Each failure to ensure that ensure that all Household	E	3	Daily	24 hrs/d

11.40	Hazardous Waste is stored safely and separately in secure areas				
D26 Clause 16.1	Each failure to recruit and maintain workforce numbers that are necessary to provide the Services and ensured they are suitably qualified	B	2	Daily	Facility opening hours
D28 Clause 18.10	Each failure to ensure that a Service User visiting a Visitor Centre is: (a) met on arrival at the Visitor Centre and guided around the Facility; (b) shown a video presentation outlining the history of the Facility and the role it has in integrated waste management; (c) issued with an information pack summarising the information conveyed in the video in (b) above; (d) given appropriate protective clothing (including a hard hat) to be worn during the visit; and (e) given appropriate safety	D	Immediately	Daily	Facility opening hours
	Compliance				
E1 Clause 7.1	7.1 - Each failure to perform the Services in accordance with all relevant Laws (including Environmental Laws), Necessary Consents and Good Industry Practice	A	Immediately	Monthly	24 hrs/d
E2	Each failure to follow the procedure for accepting non Contract Waste at Connon Bridge Landfill site.	A	1	Daily	Facility opening hours

Implementation of the above Performance & Monitoring Framework

Monitoring Frequency

The stated Monitoring Frequency is the maximum time interval between monitoring to be carried out by the Contractor to verify that a particular Quality Standard is being met. Such evidence that the Quality Standard is being met, or identification of any default and its subsequent rectification, will be recorded at the specified Monitoring Frequency (time/day, as set out in the SOP), within the Site Diary. The required Monitoring Frequency does not relieve the Contractor from its obligations to meet the required Quality Standard at all other applicable times (as specified above) during the Contract or to rectify an identified default within the required rectification period or from the imposition of performance deductions in accordance with the Payment Mechanism.

The Authority or other [Authorised Inspector (e.g. the EA, or Public Health)]¹ may undertake site/facility monitoring at any time either during site/facility opening hours, or at any time over a 24 hour period (where the Quality Standard applies continuously, as specified above) – giving reasonable notice to the Contractor for required access outside of normal site/facility opening hours.

Reporting of Quality Standard Monitoring

Records from the Contractors site/facility site diary as related to checks on maintenance of Quality Standards shall be collated by the Contractor and reported to the Authority in the Contractor's Monthly Service Report. Rectification of reported defaults, whether identified by the Contractor, the Authority, a member of the public or authorised third party inspector, must be notified by the Contractor to the Authority within 12 hours of completion of the rectification.

The Authority will also compile a monthly Quality Standard Monitoring Report covering all defaults that the Authority has identified², including copies of details of the rectification and completion time/dates as provided by the Contractor. This Report will also contain

¹ Definition to be discussed

² The Authority's assessment of compliance to required Quality Standards, will take the form of random, regular visits to any site/facility, where each Quality Standard will be addressed and formally recorded as a 'pass' or 'fail', with notification to the Contractor of any Quality Standard failure made within 1 hour of the end of the relevant site visit.

acceptance (where appropriate) of defaults as identified by the Contractor in its Monthly Service Report and the rectification the Contractor has carried out. A copy of this monthly Quality Standard Monitoring Report will be issued to the Contractor within 3 days of receipt of the Contractor's Monthly Service Report.