

SCHEDULE 6

Reporting Requirements

1 SUMMARY

- 1.1 If the Authorised Officer specifies any additional reporting requirements as a result of Services provided pursuant to an Ad Hoc Works Order or new Legislation, such requirements shall be discussed by the Parties at the next Monthly meeting, and the Contractor shall supply supporting information to facilitate such discussions.
- 1.2 The Services contribute to the delivery of the Boroughs' environmental sustainability targets. Targets for Sutton may be found at the following web link: https://www.sutton.gov.uk/info/200453/parks_trees_and_open_spaces/1137/environmental_sustainability/3. The Contractor is required to supply environmental information in order to evidence progress towards the core environmental objective as set out in paragraph 2.1.3 of **Schedule 1** (Specification), and specifically to meeting Sutton's published environmental targets, within each Monthly Report and Annual Report.

2 OPERATIONAL REPORTING

- 2.1 The Contractor shall ensure that the Authorised Officer has at all times an up-to-date statement setting out his intended operational structure and systems of working, including the following:
- (a) the name of the Company Director or Chief Executive who will have direct overall responsibility for the Contract Manager, together with the names of the Contract Manager and all supervisory staff and administrative staff involved in the day-to-day operation of the Contract;
 - (b) the roles and tasks of the Contract Manager, supervisory staff and administrative staff and how these interact;
 - (c) the normal days and hours of working of the Contract Manager, supervisory staff and administrative staff;

- (d) the make, model, category and number of vehicles, equipment and plant used in the delivery of the Services and, where relevant, details of the Contractor's vehicle operator's licence(s);
- (e) the make, model, category and number of vehicles, equipment and plant that the Contractor plans to replace in the current financial year (April to March);
- (f) descriptions of the categories of Staff and the number of Staff in each category;
- (g) the normal days and hours of working for all Staff;
- (h) the expected allocation and utilisation of vehicles, equipment and plant;
- (i) the Contractor's key policies (as notified to the Contractor by the Authorised Officer from time to time) and up to date certificates, including but not limited to; quality assurance, environmental management system, and other accreditations, including the 'Fleet Operators Recognition Scheme';
- (j) descriptions of methods and systems of working including measures and actions to be taken by all Staff to ensure the highest practical standards of customer care, equal opportunities, the safety of themselves and others whilst at work;
- (k) a description of the methods and systems used for inspecting and servicing vehicles and the maintenance of such inspection and servicing records.

2.2 The Contractor shall supply the Authorised Officer on request with copies of all duty of care documents including an annual Waste Transfer Note and any other Waste Transfer Notes. Weighbridge data for all Contract Waste shall be collected in accordance with the format and required timescales of the Department for Environment, Food and Rural Affairs (DEFRA) run system called 'WasteDataFlow' and included within each Monthly Report and Annual Report.

3 REPORTING AND COMMUNICATION

3.1 The Contractor shall immediately inform the Authorised Officer in writing of:

- (a) any accident involving any vehicle or equipment being used in the performance of the Services, whether involving any personal injury or not;

- (b) any 'Incident', 'Disease' or 'Dangerous Occurrence' that is required to be reported in accordance with the Reporting of Incidents, Disease and Dangerous Occurrences Regulations 2013;
- (c) any occurrence which involves, or which could involve, the emergency services (whether perceived as dangerous or not);
- (d) any incident causing a breach of environmental Legislation or potential harm to the environment;
- (e) any occurrence which may affect the reputation of the Boroughs, including but not limited to:
 - (i) any incident of racist and/or offensive Graffiti;
 - (ii) any incidents of Fly-Tipping and/or Fly-Posting, including recording such incidents on the relevant government database e.g. 'WasteDataFlow' where applicable, and capturing evidence where possible to assist with prosecution;
 - (iii) any faults or issues which may include (without limitation) potholes, faulty street lights, Graffiti, Fly-Tipping, overflowing Receptacles, fallen trees, and defects to gully chambers, frames, covers and gratings that may be a hazard to the public;

3.2 The Contractor shall make available to the Authorised Officer electronically the following:

- (a) all data necessary for 'WasteDataFlow' or any other reporting systems which may succeed this system;
- (b) the number and location of all Missed Collections and the date that rectification action was taken, and make this accessible electronically to the Authorised Officer on a daily basis;
- (c) the number of Bulky Waste collections and the tonnages of Bulky Waste collected, including details of Missed Collections of Bulky Waste;
- (d) information on all lost or damaged and replaced Receptacles howsoever caused;

- (e) any locations where, on more than two successive occasions, Household Waste left for collection is in excess of the capacity of the Receptacles provided;
 - (f) up to date records of the Commercial Waste Customer list, payment details, tonnage information, disposal and processing outlets and all financial records relating to the provision of the Commercial Waste Services and the recycling, reprocessing and disposal of Commercial Waste materials. Where co-collection with Household Waste has taken place, records shall be available at all times in accordance with the agreed apportionment method;
 - (g) gully cleaning data, which shall be monitored and recorded using an electronic real time, web accessible, GIS-based system, which shall include:
 - (i) vehicle tracking, including location, time of arrival and time of departure at each chamber;
 - (ii) evidence of each chamber mechanical cleaning including time;
 - (iii) details of any defects;
 - (iv) a list of those chambers that have not been cleaned, and the reasons for such omission; and
 - (v) details of any blockage that cannot be cleared within 15 minutes, or any blockages to the main.
- 3.3 The Contractor shall notify the Authorised Officer (verbally, or in writing) of any emergency incident attended to, and responsive works carried out pursuant to paragraph 10.27 of **Schedule 1** (Specification) by the start of the following Business Day. Any Emergency Cleaning Services performed which are to be chargeable according to the Schedule of Rates shall be set out within a report which shall include details of the details of the labour, plant and any materials used, and shall be supplied to the Authorised Officer within five (5) Business Days of the completion of such work.
- 3.4 The Contractor shall report details of any Ad Hoc Cleaning Services, Graffiti removal and/or Fly-Tip removal work (when carried out on private land) in writing within five (5) Business Days of the completion of such work.

- 3.5 The Contractor shall within seven (7) days of the end of any Special Event provide the Authorised Officer with an operational report detailing all resources used by the Contractor to provide the Special Event Cleaning Services. The report shall be set out as a Bill of Quantity to allow recharging of costs by the Boroughs' as may be appropriate, and shall include (without limitation):
- (a) numbers and status of operatives engaged in the Special Event Cleaning Services, and the number of hours worked by such operatives;
 - (b) numbers and types of vehicles and equipment engaged in the Special Event Cleaning Services;
 - (c) the materials used in the Special Event Cleaning Services; and
 - (d) the cost incurred by the Contractor in providing the Special Event Cleaning Services.
- 3.6 In May of each Contract Year, the Contractor shall submit a draft Leafing Removal Programme to the Authorised Officer for approval; the Authorised Officer will review the draft Leafing Removal Programme and approve the draft, or raise any enquiries and/or suggest a revised draft, within twenty (20) Business Days of receipt of each draft.
- 3.7 Each Contract Year the Contractor shall confirm to the Winter Maintenance Authorised Officer in writing availability of sufficient and suitably qualified labour, twenty (20) Business Days prior to the commencement of the Winter Maintenance Services in such Contract Year.
- 3.8 Each week during the operational period for the Winter Maintenance Services, the Contractor shall prepare and submit to the Winter Maintenance Authorised Officer operative rotas and timetables detailing the availability of supervisors and operatives for the following week.
- 3.9 Following the end of each Winter Season, the Contractor shall submit a Winter Maintenance Report for each Borough, which shall include as a minimum:
- (a) vehicle inspection report for each vehicle utilised in the Winter Maintenance Services;
 - (b) a summary of winter maintenance events completed;

- (c) salt/grit consumption, including total tonnage and stocks remaining; and
- (d) any operational lessons learnt and/or recommendations for inclusion within the Boroughs' Winter Maintenance Plans.

3.10 The Contractor shall make available all accident and incident reports for inspection by the Authorised Officer or his appointed representative. The Contractor may from time to time be required by the Authorised Officer to carry out an investigation and study of accidents or and/or incidents and to propose measures to reduce their occurrence.

3.11 In the event that problems with the Services persistently occur at particular locations, the Authorised Officer may require the Contractor to arrange for a member of the Contractor's supervisory staff to visit the location and make a signed written report. Any such report shall include details of the location concerned, the date and time of inspection, and a summary of the key issues and the reasons for such issues. A copy of such report shall be passed to the Authorised Officer as soon as possible and the original kept by the Contractor.

4 WEEKLY REPORT

4.1 The Contractor shall compile a concise, complete and accurate electronic report (in a format downloadable by the Boroughs) on a weekly basis (the "**Weekly Report**") for each Borough, setting out a summary of:

- (a) the performance of the Contractor under the Contract, measured against the Specification and the Service Performance Indicators, and, for any failures, the Contractor shall include an explanation of the reasons for the failure and a proposal for rectifying such failure;
- (b) any significant element of the Services not carried out or completed, and the reasons in each case;
- (c) operational data requirements agreed from time to time between the Parties;
- (d) the progress made on any accidents/incidents reported to the Authorised Officer in accordance with paragraph 3 above;

- (e) any damage caused to any property, premises or furniture together with a brief description of the damage and an explanation of the circumstances;
- (f) a summary of any breaches or concerns in relation to health and safety; and
- (g) a summary of complaints/and or enquiries received and their status.

4.2 The Contractor shall maintain concise records of labour deployed, work achieved, and work missed.

5 MONTHLY REPORT

5.1 Each Month, the Contractor shall present a complete and accurate electronic report (in a format downloadable by the Boroughs) (the "**Monthly Report**") for each Borough to the Authorised Officer including a copy of the previous Months' records and showing details under the headings of:

(a) **Performance:**

- (i) the performance of the Contractor under the Contract, measured against the Specification and the Service Performance Indicators (to include details of any Deductions incurred in the Borough in the relevant Month), to include a summary of any key achievements and/or issues relevant to ongoing performance for each Service Category;
- (ii) a summary of progress on ICT developments and environmental sustainability issues;
- (iii) a health and safety report containing incident statistics and current actions, including a near miss report identifying numbers of near miss reports received, trends, and actions taken;
- (iv) a Recyclates Report, detailing and evidencing tonnages, materials sold and all prices achieved in such Month both for source segregated and separated materials, and where Recyclates are put through a materials recycling facility the prices achieved for all such material sold from the facility shall be included within such report (the full range of prices achieved for each Recyclate material should be provided, together with an average price for

each Recyclate material in the Month) so as to inform the determination of the 'AP' element of the calculation of Recyclate Income in accordance with **Schedule 5** (Payment Mechanism);

- (v) a Commercial Waste report, summarising the Commercial Waste Customer list, payment details, tonnage information, disposal and processing outlets and all financial records relating to the provision of the collection service and the recycling, reprocessing and disposal of materials, including any co-collection with Household Waste in accordance with the agreed apportionment method;
- (vi) a summary of all maintenance and repair issues, including all buildings compliance, facilities and equipment inspections undertaken;
- (vii) a summary of any work that is completed under the Schedule of Rates; and
- (viii) any work completed for which the Boroughs may recharge the cost of such Services to third parties, including Bills of Quantity providing a breakdown of the specific measured quantities of work undertaken and the cost of such work, in accordance with paragraph 6.3 of **Schedule 1** (Specification). This shall include Bills of Quantity for the provision of Market Cleaning Services which shall set out the work carried out pursuant to the following activities (in accordance with the London Local Authorities Act (2007) (as amended):
 - (A) "The collection, removal and disposal of refuse or other services rendered by them to ... [street trading licence holders]; and
 - (B) The cleansing of streets in which street trading takes place in so far as that cleansing is attributable to such trading;...",

over and above those which would have been usually provided as part of the Core Street Cleaning Services.

(b) **Staffing Issues:**

- (i) the total labour deployed, together with absence and attendance levels, including any staff training and development undertaken, and a summary of staffing issues and remedial actions;

(c) **Service Users:**

- (i) a summary report detailing all customer enquiries and complaints received in accordance with **clause 42.4** (Customer Relationship Management) and **Schedule 15** (Service User Procedure);

(d) **Stakeholders:**

- (i) a summary of stakeholders' liaisons and interactions including communications issued and planned; and

(e) **Income:**

- (i) a summary by income stream of cumulative income for the Contract Year so far, together with an assessment of income growth, subscriptions, and any commercial opportunities; and
- (ii) any necessary tax invoices in respect of the payment of VAT.

6 ANNUAL REPORT

6.1 On an annual date to be advised by the Authorised Officer, the Contractor shall provide to the Authorised Officer a complete and accurate Annual Report (in a format downloadable by the Boroughs) for each Borough, containing the following information:

- (a) details of any updates to the information provided in accordance with paragraph 9.1(f) of this **Schedule 6** (Reporting Requirements);
- (b) a cumulative annual summary of the Monthly Reports submitted by the Contractor over the past twelve (12) Months, and any updates (as applicable);
- (c) breakdown of operational data, including but not limited to;
 - (i) fleet by fuel type and emission standard;
 - (ii) total waste arisings by category and end destination;

- (iii) energy, fuel and water consumption from fleet and estate (broken down by Depot); and
 - (iv) buildings compliance inspections;
- (d) an inventory of Commercial Waste Customers showing the debt status of each;
- (e) a fuel and mileage report for each vehicle, which shall include:
 - (i) fuel usage and mileage;
 - (ii) total CO₂, NO_x and particulates released;
 - (iii) calculation of the tonnage of Waste collected per tonne of CO₂, NO_x and particulates;
- (f) a Recyclates Report, detailing and evidencing tonnages, materials sold and prices achieved both for source segregated and separated materials, and where Recyclates are put through a materials recycling facility the prices achieved for all such material sold from the facility shall be included within such report (the full range of prices achieved for each Recyclate material should be provided, together with an average price for each Recyclate material sold in each Contract Month in the Contract Year to which the Annual Report refers) to enable the Boroughs to review how the 'AP' element of the calculation of Recyclate Income (pursuant to **Schedule 5** (Payment Mechanism)) was determined;
- (g) proposed fees and charges for the next Contract Year for Commercial Waste and Garden Waste;
- (h) an environmental performance report detailing:
 - (i) steps taken to minimise the impact of the Services on the environment and improve environmental sustainability over the previous Contract Year, in compliance with the Boroughs' environmental sustainability strategies, policies and targets; and
 - (ii) an action plan for the Contract Year ahead, in order to comply with strategies, policies and targets including, but not limited to, reducing the

consumption of all forms of energy, materials, and water used in delivering the Services;

- (i) a list of gullies classified as high risk or in town centre locations, which require more frequent cleaning in accordance with paragraphs 10.12.2 and 10.12.3 of **Schedule 1** (Specification), which shall be reviewed by the Parties, amended and agreed for the year ahead;
- (j) an analysis of lessons learned and areas for ongoing development and improvement. This may refer to commercial and ICT related developments outlined in the Business Development Plan;
- (k) a summary of the Contractor's suppliers for products, equipment and consumables, including a summary of any issues with the supply chain (to the best of the Contractor's knowledge); and
- (l) a summary of the provisions made for the transportation, handling and transfer and all relevant details of markets secured by the Contractor for all Waste and materials accepted under the Contract pursuant to **clause 45** (Ownership of Waste) of the Contract.

7 BUSINESS DEVELOPMENT PLAN

7.1 On the date advised by the Authorised Officer in accordance with **clause 28.3** (Monthly Report and Invoice, Annual Report and Business Development Plan), the Contractor shall provide to the Authorised Officer a draft of the updated Business Development Plan (and such draft shall be reviewed and agreed by the Parties at the Annual Review). The Business Development Plan shall include:

- (a) the Contractor's proposals for progress and change over the remainder of the Contract Period, including, but not limited to, commercial development, service improvements, savings on utilities, ICT and improvements to the customer experience;
- (b) the Contractor's ongoing planned programme for commercial development (to be agreed with the Council at the Annual Review), together with progress of any implementation.

8 BUSINESS CONTINUITY PLAN

8.1 The Contractor shall provide to the Authorised Officer a Business Continuity Plan which shall set out how the Contractor will address major disruption due to emergencies or severe weather conditions, and will include how they will address risks in relation to ICT and telephony, including but not limited to:

- (a) maintaining the day to day operation of the Services;
- (b) in a disaster recovery situation, how the ICT system can still interface with relevant Borough systems to ensure Services are not operationally affected; and
- (c) ensuring that the core system is available during agreed core operating hours to Borough staff and operatives.

9 CONTRACT MONITORING

9.1 The Contractor shall co-operate with the Authorised Officer in monitoring the Contractor's performance against the provisions of the Contract. The Council's monitoring may include:

- (a) random sampling and inspection of all aspects of work carried out or specified;
- (b) observation of work whilst being carried out and assessment of compliance with agreed methods and systems of work including health and safety and environmental requirements (this shall include the right for the Authorised Officer or a nominated representative to accompany the Contractor's Staff on rounds and/or activities in order to observe the Staff performing the Services);
- (c) inspection of any vehicles, plant and equipment and consumables listed in the Asset Register;
- (d) inspection of all documented service and operational records kept by the Contractor;
- (e) evaluation of complaints received by the Council or the Contractor; and,
- (f) full and transparent inspection at any time of financial records, including invoices paid, received, income received and cash flow.

SCHEDULE 7

Parent Company Guarantee

PARENT COMPANY GUARANTEE

(1) VEOLIA ENVIRONMENTAL SERVICES (UK) PLC

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CROYDON

Parent Company Guarantee

THIS GUARANTEE is made on

BETWEEN

- (1) VEOLIA ENVIRONMENTAL SERVICES (UK) PLC company number 02215767 of 210 Pentonville Road, London N1 9JY (“Guarantor”); and
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CROYDON (the “Council”).

BACKGROUND

- (A) Under the terms of a contract for waste and recycle collection and marketing, winter maintenance, vehicle maintenance and street cleaning services (the “Contract”) entered into on or about the date hereof and made between the Council and Veolia ES (UK) Limited (the “Contractor”), the Council has engaged the Contractor to perform the above Services (as more particularly defined in the Contract).
- (B) Under the terms of this Guarantee, the Guarantor guarantees to the Council the performance by the Contractor of each and every one of its obligations under the Contract and undertakes and guarantees to meet all of its obligations under the Contract.

OPERATIVE PROVISIONS

1. DEFINITIONS

- 1.1 In this Guarantee the following expression has the following meaning unless inconsistent with the context:

“Guaranteed Obligations”	has the meaning given in paragraph 3.1.1;
“Indexed”	has the meaning given in Schedule 5 of the Contract.

2. INTERPRETATION

Clause 1 of the Contract (Definitions and Interpretation) shall apply to this Guarantee.

3. GUARANTEE

- 3.1 In consideration of the Council entering into the Contract with the Contractor and in consideration of the payment of ten pounds (£10) by the Council to the Guarantor, receipt of which the Guarantor acknowledges and subject to paragraph 3.4, the Guarantor as principal obligor and not merely as surety unconditionally and irrevocably:

- 3.1.1 guarantees to the Council the due, proper and punctual observance and performance by the Contractor of its obligations under the Contract as may from time to time be modified, amended or supplemented or diminished (with the knowledge of the Guarantor or otherwise) ("Guaranteed Obligations"); and
 - 3.1.2 promises to pay to the Council on demand all sums from time to time due and payable (but unpaid) by the Contractor under or pursuant to the Contract or on account of any breach of the Contract, together with all reasonable costs and expenses which the Council may incur in enforcing this Guarantee as if the Guarantor instead of the Contractor was expressed to be the Contractor under the Contract;
 - 3.1.3 indemnifies the Council immediately on demand against any cost, loss or liability suffered by the Council if any of the Guaranteed Obligations become unenforceable, invalid or illegal, the amount of the cost, loss or liability being equal to the amount which the Council would otherwise have been entitled to recover if such Guaranteed Obligation not become unenforceable, invalid or illegal; and
 - 3.1.4 indemnifies the Council immediately on demand against all reasonable costs and expenses (including, without limitation, legal costs) charged or incurred by the Council in or about the recovery or attempted recovery of money due to the Council under this Guarantee; and
 - 3.1.5 undertakes and warrants to the Council that it will make such advances and payments to the Contractor in respect of the Services (or any works required in relation to the Contract) as are necessary to ensure that the Services are carried out in accordance with the terms of the Contract.
- 3.2 The Guarantor shall pay interest on all sums demanded under this Guarantee from the date of demand until actual payment (as well after as before any judgment) at the prescribed rate as set out in the Contract.
- 3.3 The following provisions shall apply in respect of the Guarantor's obligations and liabilities hereunder:
- 3.3.1 subject to any amounts properly claimed under paragraph 3.1.4, the Guarantor shall have no greater obligation or liability under this Guarantee than that of the Contractor arising out of the same matter pursuant to the terms of the Contract and any addendum or variation thereto;
 - 3.3.2 in any action or proceedings by the Council under this Guarantee, the Guarantor shall have available to it all defences (except for set off or counterclaim) as may have been available to the Contractor under the terms of the Contract;
 - 3.3.3 the same periods of limitation which apply between the Contractor and the Council under the Contract shall apply to any claim under this Guarantee.
 - 3.3.4 The Guarantor's maximum aggregate liability under or in connection with this Guarantee (when taken together with any other amounts claimed by the Council under this Guarantee) shall not exceed forty million pounds (£40,000,000) (Indexed) in the aggregate.

3.4 The Council shall not be obliged to exhaust all remedies against the Contractor before enforcing the terms of this Guarantee.

4. PRESERVATION OF RIGHTS

4.1. The obligations of the Guarantor herein contained shall be in addition to and independent of *every* other security which the Council may now or hereafter hold in relation to the Guaranteed Obligations or any of them.

4.2. It is not required that paragraph 3.1.1 is operated prior to and/or as a precondition of the provisions of paragraphs 3.1.2, 3.1.3 and 3.1.4 arising. Further, nothing in this Guarantee shall prevent or reduce the Council's right to terminate the Contract pursuant to its terms or in common law for Contractor Default as defined in the Contract and the provisions in paragraph 3.1.1 *above* shall not be interpreted to mean that the Council shall be obliged to afford the Guarantor an opportunity to step in and rectify a breach in circumstances where the Council would otherwise be entitled to terminate for Contractor Default.

4.3. Neither the obligations of the Guarantor herein contained nor the rights, powers and remedies conferred in respect of the Guarantor upon the Council by law shall be discharged, impaired or otherwise affected by:

4.3.1. the winding-up, dissolution, administration or reorganisation of the Contractor or any change in its status, function, control or ownership;

4.3.2. any incapacity or lack of power or authority and any change in the members or status of the Guarantor or any other person;

4.3.3. any of the Guaranteed Obligations or any of the obligations of the Contractor under any other security relating to the Guaranteed Obligations being or becoming illegal, invalid, unenforceable or ineffective in any respects (but subject always to paragraph 3.4);

4.3.4. time, conduct, concession, compromise, forbearance or other indulgence being granted or agreed to be granted to the Contractor, *save* in respect of any time, conduct, concession, compromise, forbearance or other indulgence specifically agreed or granted to the Contractor under the Contract in respect of the Guaranteed Obligations;

4.3.5. any amendment to, or any variation, waiver or release of, any of the Guaranteed Obligations or any such other security and the Contract which may be modified, amended or supplemented in any manner whatsoever without the consent of the Guarantor;

4.3.6. any delay or failure in full or in part to exercise any right under this Guarantee; or

4.3.7. any other matter or circumstance whereby but for this provision the Guarantor would or might be discharged from liability.

4.4. Any settlement or discharge given by the Council to the Guarantor in respect of the Guarantor's obligations hereunder or any other agreement reached between the

Council and the Guarantor in relation thereto shall be, and be deemed always to have been, void if any act on the faith of which the Council gave the Guarantor that settlement or discharge or entered into that agreement is subsequently avoided by or pursuant to any provisions of law.

5. REPRESENTATION AND WARRANTIES

5.1 The Guarantor represents and warrants that:

- 5.1.1 it is duly incorporated and has the power to enter into and perform the Guarantee and has taken all necessary corporate action to authorise the execution, delivery and performance of this Guarantee;
- 5.1.2 the execution, delivery and performance of this Guarantee will not contravene any law or regulation to which the Guarantor is subject or any provision of the Guarantor's memorandum and articles of association and all governmental or other consents requisite for such execution, delivery and performance are in full force and effect;
- 5.1.3 the obligations expressed to be assumed by it under this Guarantee are legal, valid, binding and enforceable obligations;
- 5.1.4 the execution, delivery and performance of this Guarantee will not cause the Guarantor to be in breach or default under any agreement binding on it or any of its assets and no litigation or administrative proceeding before, by or of any court or governmental council is pending or (so far as the Guarantor knows) threatened against it or any of its assets that would have a material adverse effect on its ability to meet its obligations under this Guarantee.

6. PAYMENTS

All payments to be made by the Guarantor to the Council hereunder shall be made in full without set-off or counterclaim and without any deduction or withholding whatsoever. If the Guarantor is obliged by law to make any deduction or withholding from any such payment, the amount due from the Guarantor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Council shall receive a net amount equal to the amount which the Council would have received had no deduction or withholding been required to be made.

7. CONTINUING SECURITY

The obligations of the Guarantor herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever, and in particular but without limitation, shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the obligations of the Contractor in relation to any of the Guaranteed Obligations, save to the extent of such payment or satisfaction, and, save as aforesaid, shall continue in full force and effect

until final payment in full of all amounts owing by the Contractor thereunder and total satisfaction of all the Contractor's actual and contingent obligations thereunder.

8. PRIORITY OF THE COUNCIL

8.1. So long as any liability incurred by the Contractor to the Council under or in connection with the Contract and which form part of the Guaranteed Obligations remains unsatisfied, the Guarantor shall not:

8.1.1. seek to enforce payment by receipt of money, set-off, counterclaim, enforcement of security, proof of debt, subrogation or otherwise against the Contractor of the amounts paid by the Guarantor under this Guarantee;

8.1.2. in the event of insolvency, winding up, liquidation or dissolution of the Contractor, prove in competition with the Council in respect of any money owing to the Guarantor by the Contractor; or

8.1.3. have the benefit of, or share in any payment from or composition with, the Contractor in relation to the Guaranteed Obligations.

8.2. If, notwithstanding the provisions of paragraph 8.1 above, at a time when any liability incurred by the Contractor to the Council under or in connection with the Contract remains unsatisfied which form part of the Guaranteed Obligations, the Guarantor receives from the Contractor any monies or property in respect of amounts paid by the Guarantor under this Guarantee, the Guarantor shall hold such monies or property on trust for the Council and shall pay or transfer the same to the Council immediately on request to the extent of the unsatisfied liability at that time.

9. EVIDENCE OF LIABILITY OF THE CONTRACTOR

Any money judgment of the court or decision of an adjudicator or expert against the Contractor in favour of the Council under the Contract or, where the Contract so provides, any decision or right of deduction of the Council duly exercised in accordance with the Contract, or any settlement agreed by the Council and the Contractor under the Dispute Resolution Procedure shall be conclusive evidence for the purposes of this Guarantee as to any liability of the Contractor to which such judgment or award or decision relates (unless or until the same is set aside by any competent court or tribunal) but on condition that if the Council commences any proceedings in court or adjudication against the Contractor under or in connection with the Contract, it shall notify the Guarantor within 28 days (or in the case of an adjudication within 3 working days) after their commencement.

10. NOTICES

10.1. Any demand, notice or other communication given in connection with or required by this Guarantee shall:

- 10.1.1. be made in writing (entirely in the English language);
- 10.1.2. set out the basis for any such demand or notice in relation to the relevant Guaranteed Obligations; and
- 10.1.3. be delivered to, or sent by pre-paid first class post to, the recipient at its registered office or its address stated in this Guarantee (or such other address as may be notified in writing from time to time).

10.2. Any such demand, notice or communication shall be deemed to have been duly served:

- 10.2.1. if delivered by hand, when left at the proper address for service; or
- 10.2.2. if given or made by pre-paid first class post, 2 Business Days after being posted.

provided, in each case, that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur instead at 10.00am on the next following Business Day.

11. GOVERNING LAW

This Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the Guarantor hereby irrevocably submits to the jurisdiction of the English Courts.

12. ASSIGNMENT

12.1. The Council may without the consent of the Guarantor assign or charge the benefit of this Guarantee to any person to whom the Council lawfully assigns or charges the whole of the benefit of the Contract in accordance with clause 58 (Assignment and Sub-Contractors) of the Contract.

12.2. The Guarantor may not assign or transfer any of its rights and/or obligations under this Guarantee.

12.3. This Guarantee shall be binding on the Guarantor's successors in title.

12.4. If the Guarantor has executed this Guarantee following the operation of clause 2 (Parent Company Guarantee) of the Contract, it shall be liable in respect of the Guarantee and indemnity herein as if it had executed this Guarantee at the Contract Date (as defined in the Contract) and shall discharge any obligations under this Guarantee which remain undischarged by any predecessor guarantor.

IN WITNESS of which the parties have duly executed and delivered this document as a deed the day and year first herein before mentioned.

EXECUTED AND DELIVERED as a deed by

VEOLIA ENVIRONMENTAL SERVICES (UK) PLC

Acting by a Director and Director/Company Secretary

THE COMMON SEAL OF THE MAYOR

AND BURGESSES OF THE LONDON

BOROUGH OF CROYDON

Was affixed to this deed in the presence of:

Authorised Signatory

Seal Number

SCHEDULE 8

Commercially Sensitive Information

The Contractor considers the following content to be 'Commercially Sensitive Information':

- the meaning ascribed to the term "Target Rate of Return" in **clause 1.1** (Definitions) of the Conditions of Contract;
- the Base Case;
- the Kingston Pricing Schedule;
- the Payment Mechanism (unless redacted); and
- the following method statements (forming part of the Services Delivery Plan):
 - method statement 1.1 (Collections) and any annexures to this method statement;
 - method statement 1.2 (Commercial Waste);
 - method statement 1.3 (Street Cleansing);
 - method statement 2 (Resources); and
 - method statement 7 (Material Management).

SCHEDULE 9

Council Assets

Vehicles

Borough	Year	Vehicle Type	No. of Vehicles	Services	Period of Use
Merton	2015	Glutton	6	Street Cleaning	3 years
Merton	2013	Citroen Dispatch	1	Street Cleaning	2 years
Merton	2008	Ford Connect	3	Street Cleaning	1 year
Merton	2014	Ford Connect	1	Street Cleaning	3 years
Merton	2014	Ford Transit	1	Street Cleaning	4 years
Merton	2008	Iveco 6.5t	1	Street Cleansing	2 years
Merton	2009	Grab Lorry	1	Street Cleaning	2 years
Merton	2004	TD352 JETTER Trailer	1	Street Cleaning	1 year
Merton	2005	AP1 TRAILER	1	Street Cleaning	1 year
Merton	2011	Mercedes Econic	12	Waste Management	18 months
Merton	2010	Dennis RCV	10	Waste Management	18 months
Merton	2010	Isuzu 7.5T Food waste	3	Waste Management	18 months
Merton	2011	Isuzu 7.5T Food waste	1	Waste Management	18 months
Merton	2012	Isuzu 7.5T Food waste	1	Waste Management	18 months
Merton	2012	Isuzu 7.5T Refuse	1	Waste Management	18 months
Merton	2008	3.5 T Tipper cage	1	Street Cleaning	1 year
Merton	2012	3.5 T Tipper cage	1	Street Cleaning	3 years
Merton	2013	3.5 T Tipper cage	3	Street Cleaning	4 years
Merton	2012	7.5 T Tipper cage	2	Street Cleaning	4 years
Croydon	Various	Twin Pack Recycling RCV	20	Waste Management	6 months
Croydon	Various	Split Lift RCV	23	Waste Management	6 months
Croydon	Various	26T RCV	15	Waste Management	6 months
Sutton	2013	Dennis Eagle Olympus	7	Waste Management	4 years
Kingston	2015	Olympus twin pack 22T	11	Waste Management	2 years (2022-2024)
Kingston	2015	Olympus twin pack 16	5	Waste Management	2 years (2022-2024)
Kingston	2015	Olympus OL21W Wide	8	Waste Management	2 years (2022-2024)
Kingston	2015	7.5t cage tipper van	2	Waste Management	2 years (2022-2024)

Other Assets

Merton Workshop Inventory:

TYRE BAY

- 2X TYRE BARS FOR CORCHI MACHINE
- 1X CORCHI MEDIUM TYRE CHANGE / INFLATOR MACHINE (9091397)
- 1X CORCHI MEDIUM TYRE BALANCE MACHINE EM7040
 - VARIOUS WEIGHTS FOR BALANCING MACHINE
- 1X WHEEL WEIGHT FITTING AND REMOVAL TOOL

LOCKER ROOM

- 11X Fitters Personal Lockers

SHOP FLOOR

- 5X WORK BENCH SMALL / MEDIUM
- 1X ECLIPS DIAGNOSTIC COMPUTER JUST TEAST & ECLIPS SOFTWARE LICENCE
- 1X DIAGNOSTIC DESIGNATED PRINTER
- 1X SUN DIESEL SMOKE TESTING MACHINE DGA 2500 (68567)
- 1X DIESEL EMISSION TEST HEAD BLUE TOOTH (177015)
- 1X CRYPTON 603 BRAKE TEST MACHINE ROLLERS & DIALS.
- 1X VLT BRAKE TEST MACHINE POWER UNIT, REMOTE AND DIALS
- 0712-002137-00
- 1X VLT SHAKER PLATE CONTROLER & INSPECTION HANDSET
- 2X VLT SHAKER PLATES
- 1X HEADLAMP-AIM SETTER / TESTER. LUMISCOPE 20
- 1X SEALY BENCH WHEEL-GRINDER 150MM HD TWO STONES BG150XW/99
- 1X SAFETYKLEEN 267 MOBILE PARTS WASH /BRAKEWASH #18433
- 1X SAFETYKLEEN PARTS WASH 3619 ECOKLEEN 200
- 1X OIL ROTOR PUMP
- 1X GAS CUTTING / WELDING SYSTEM.
 - 1X OXYGEN BOTTLE & REGULATOR
 - 1X ACCT' BOTTLE & REGULATOR
 - HOSE FOR OXYGEN
 - HOSE FOR ACCTALAN
 - FLASH ARRESTOR 1X OXY 1X ACCT'
 - 1X GAS TORCH WITH CUTTING HEAD.
- 1X GAS BOTTLE WELDING BARROW
- 1X HYDRAULIC PRESS 40 TONNE (31741503)
- 2X VEHICLE LIFT WHEEL CHOCKS
- 1X BENDPAK 4X POST VEHICLE LIFT HDS-14X 7.5TON
- 1X BRADBURY 4X POST VEHICLE LIFT 3TON (3/5873/3)

TACHO BAY

- 1X TACHO WHEEL SPEED SIMULATOR ROLLER
- 1X TACHO ROLLER CONTROL
- 1X TACHO COMPUTER & SUPPORTING STATIONARY

- 1X TACHO PRINTER
- 2X TACHO SAFE

LADDERS

- 1X AIRCRAFT ACCESS LADDERS. SEALY LARGE #
- 1X AIRCRAFT ACCESS LADDERS. SMALL #
- 1X STEPLADDER / PLATFORM SWL: 130kg #

STORES

- 2X WORK TOP SURFACE DESK
- 1X CHAIR
- 1X SMALL FILING CABINET (2 DRAW)
- 1X MAKITTA RECIPRICATING SAW 240VAC (3627)
 - VARIOUS STORES RACKING
- 2X LARGE STEEL CABINETS
- 1XSMALL STEEL WALL CABINET
- 1X GORCHI TYRE LIFTING TROLLEY (9091397)
- 1X PRESSURE TESTING KIT
- VARIOUS HAND TOOLS SPECIALIST TOOLS
- 1X CLARK PILLER DRILL CDP 400B 240VAC (3626)
- 1X BARCODE READING COMPUTER SYSTEM / HANDSET

SUPERVISORS OFFICE

- 4X Chair
- 1X TELECOMS' CABINET
- 1X PRINTER / COPIER
- 1X SPARE KEY CABINET

AXLE STANDS

- MC01 SMALL 4T
- MC02 SMALL 4T
- MC03 SMALL 2T
- MC04 SMALL 2T
- MC07 (68588) 6T
- MC15 SMALL 3T
- MC16 SMALL 6T
- MC18 SMALL 20T
- MC19 SMALL 8T
- MC 20 SMALL 8T
- MC 21 SMALL 2T
- MC30 SMALL 12T
- MC31 SMALL 12T

WORKSHOP JACKS

- 1x WEBER HYDRAULIC WHEEL JACK (PLH 209)
- 2x PASQUIN AIR JACK 30T (59403) (P182C)
- 2x HYDRAULIC PIT JACK BEAM 12T
- 1X GEARBOX TROLLY JACK HYDRAULIC 1TON PLH210)

- 1X EPCO VARILIFT GEARBOX JACK HYDRAULIC 10T (B3-50528)
- 1X TROLLY JACK HYDRAULIC 2T (PLH123)
- 1X ENGINE HOIST HYDRAULIC 2.5T (PLH212)

VEHICLE WASH AREA

- 1X PRESSURE WASH 18-160(BODY/CHASSIS CLEANING)
- 1X OMER PILLERLESS TWIN RAMP & CONTROL BOX. 20TON (IN REPAIR)
- 2X RAMP EXTENTION SLOPE FOR OMER
- 1X MOBILE GREASE BARREL/PUMP AND GREASING GUN.

FUEL ISLAND VEHICLES.

- 1X IVECO 65C15DAILY RECOVERY VEHICLE WITH SPEC LIFT & CLAMPS (X788BPD Tanawah)
- 2X LANDROVER DEFENDER 90 SWB (705: F429 FGK , 706: AF12 JZK)

Croydon Workshop Inventory:

SERVICE REPAIR BAY

- 1 X 2 LITRE OIL MEASURE
- 2 X 3 LITRE OIL MEASURES
- 3 X 5 LITRE OIL MEASURES
- 1 X 2 LITRE COOLANT MEASURE
- 1 X 5 LITRE COOLANT MEASURE
- 2X GREASE GUN & HOSE
- 1X TYRE PRESSURE GAUGE
- 1X WOODEN DESK
- 1X SMALL BENCH/CUPBOARD
- 1X LARGE BENCH
- 1X WOODEN LOCKER
- 3X METAL LOCKERS
- 1X OIL DRAINER
- 3X BULK OIL TANKS (2 X 2500 LITRES. 1 X 3500 LITRES)
- 3X BULK OIL DISPENSING REELS
- 3X BULK OIL CONTROL PANELS
- 2X EP90 TRANSMISSION OIL HANDPUMP (GREEN)
- 1X DRIP TRAY

LOCKER ROOM

- 22X Fitters Personal Lockers

SHOP FLOOR

- 13X WORK BENCH & VICE: MEDIUM / LARGE
- 2X DIAGNOSTIC COMPUTER & SOFTWARE LICENCE
- 1X BENCH WHEEL-GRINDER HD TWO STONES
- 1X SAFETYKLEEN 267 MOBILE PARTS WASH /BRAKEWASH #18433
- 2X SAFETYKLEEN PARTS WASH 3619 ECOKLEEN 200

- 2X MANUAL TRANSMISSION OIL PUMP
- 10X STAND OIL ROTER PUMPS (OIL ISLAND)
- 3X GAS CUTTING / WELDING SYSTEM: 1X OXYGEN BOTTLE & REGULATOR
- 1X ACCET' BOTTLE & REGULATOR
- HOSE FOR OXYGEN
- HOSE FOR ACCETALAN
- FLASH ARRESTOR 1X OXY 1X ACCT'
- 1X GAS TORCH WITH CUTTING HEAD.
- 3X GAS BOTTLE WELDING BARROW
- 1X SHOP FLOOR FIXED GANTRY CRAIN 10TON #GCO1
- 1X BARREL TROLLEY (GREEN)
- 1X STAIR WALKING TROLLY (RED TAGGED-OUT)
- 1X DIGITAL MULTIMETER
- 1X SHELVING FULL OF WKSPS MANNUALS
- 1X ELECTRICAL EXTENTION
- 1X IONIZED WATER MACHINE
- 2X SLAVE BATTERY CHARGES / STARTER & JUMP LEADS
- 1X LARGE GUILLOTINE
- 1X SMALL SHEET METAL FOLDER
- 1X LARGE SHEET METAL FOLDER
- 1X COLCHESTER LATHE
- 1X SHEET METAL ROLLER SMALL
- 1X SHEET METAL ROLLER LARGE
- 1X PARTS CLEANER
- 1X PILLAR DRILL SMALL
- 1X PILLAR DRILL LARGE
- 1X PEDESTAL GRINDER SMALL
- 1X MECHANISED METAL SAW LARGE
- 1X PLASMA CUTTER
- 1X ARC WELDER
- 7X STEEL TRESTLES
- 1X 9" GRINDER
- 3 WELDING SCREENS
- 2X 415v EXTENTIONS
- 1X CORDLES DRILL

FALL ARREST EQUIPMENT

- 1X MANUAL TROLLEY # T01
- 1X MANUAL TROLLEY # T02
- 1X MANUAL TROLLEY # T03
- 1X MANUAL TROLLEY #T04
- 1X MANUAL TROLLEY # T05
- 1X MANUAL TROLLEY #T06

- 1X FALL ARRESTOR # SA LINE1
- 1X FALL ARRESTOR # SA LINE2
- 1X FALL ARRESTOR # SA LINE3
- 1X FALL ARRESTOR # SA LINE4
- 1X FALL ARRESTOR # SA LINE5
- 1X FALL ARRESTOR # SA LINE6

- 1X SAFETY HARNESS #SH1
- 1X SAFETY HARNESS #SH2
- 1X SAFETY HARNESS #SH3
- 1X SAFETY HARNESS #SH4

- 1X SAFETY HARNESS #SH5
- 1X SAFETY HARNESS #SH6 (TAGGED OUT)
- 1X SAFETY HARNESS #SH7
- 1X SAFETY HARNESS #SH8
- 1X SAFETY HARNESS #SH9

VEHICLE LIFTS

- 1X 4 POST ELECTRIC / HYDRAULIC LIFT #VL01
- 1X 6 POST ELECTRIC / HYDRAULIC LIFT #VL02 (BRADBURY)
- 1X 4 POST ELECTRIC / HYDRAULIC LIFT #VL03
- 1X 4 POST ELECTRIC / HYDRAULIC LIFT #VL04 (MOT BAY.)
- 1X 4 POST ELECTRIC / HYDRAULIC LIFT #VL05
- 1X 4 POST ELECTRIC / HYDRAULIC LIFT #VL06
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT08
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT09
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT10
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT11
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT12
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT13
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT14
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT15
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT16 (4 POST. 8TON)
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT17
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT18
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT19
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT20
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT21 (TAGGED OUT)
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT22
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT23
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT24
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT25
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT26 No2
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT27 No3
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT28 No4
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT29 No5
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT30 No6
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT31 No1
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT32
- 1X PORTABLE ELECTRIC VEHICL LIFT # VLT33

MOT BAY

- 1X VLT BRAKE TEST ROLLERS WHEEL
- 1X VLT BRAKE TEST COMPUTER
- 1X VLT BRAKE TEST HAND SET
- 1X VLT BRAKE TEST Dot Matrix PRINTER
- 1X TAPLEY TESTER
- 1X MOT OFFICE COMPUTER & KEYBOARD & MONITOR
- 1X MOT OFFICE PRINTER
- 1X CORDLESS TELEPHONE
- 1X MOT SAFE
- 1X BARCLAY CARD READER
- 2X DOCUMENT DISPLAY CABINET
- 1X WATER DISPENCER

- 1X MOT TEST BOARD & TOOLS
- 1X CRYPTON EXHAUST-GAS ANALYZER
- 1X DIESEL EMISSION TEST HEAD
- 1X HEADLAMP-AIM SETTER / TESTER LUMISCOPE 20

LADDERS

- 2X AIRCRAFT ACCESS LADDERS. 11 STEP # CRO1 & CRO2
- 2X AIRCRAFT ACCESS LADDERS. 5 STEP # CRO3 & CRO4
- 1X AIRCRAFT ACCESS LADDERS. 4 STEP # CRO5
- 1X STEP LADDER 6 STEP # CRO6
- 1X STEPLADDER 12 STEP # CRO12
- 1X STEP LADDER 8 STEP # CRO14
- 1X STEP LADDER 10 STEP # CRO20
- 1X STEP LADDER 14 STEP # CRO22
- 1X STEP LADDER 14 STEP # BEDDINGTON FARM

STORES

- 4X OFFICE DESK
- 4X CHAIR
- 3X OFFICE PC & KEYBOARD & MONITOR
- 1X SCANNER / PRINTER
- 1X SMALL FILING CUPBOARD (2 DOOR)
- VARIOUS STORES RACKING OVER TWO FLOORS
- 2X LARGE METAL CABINETS (COSSH)
- VARIOUS HAND TOOLS SPECIALIST TOOLS
- 1X MMB AUTO BRAKE SYSTEM BLEEDING TOOL
- 1X VACUME OIL FLUID EXTRACTION TOOL
- 1X FORKLIFT TRUCK (DIESEL FUEL)
- 1X DRUM GRAB FORK LIFT ATTACHMENT #CRO66
- 1X FORK LIFT JIB ATTACHMENT #FLTA01
- 2X FORK EXTENTION LONG
- VARIOUS CLOTHING & PPE
- 2X GAS BOTTLE CADGE
- 1X LARGE AD-BLUE STORAGE STEEL CADGE
- 1X ISO CONTAINOR (STEEL STORE)
- 1X COFFEE DISPENCER
- 1X FRIDGE
- 1X HOOVER #V159
- 1X TANNOY SYSTEM & MIC

CHAINS, STROPS & TACKLE

- 1X TWIN LEG SLING # D234
- 1X TWIN LEG SLING (LONG) #D556
- 1X SINGLE LEG SLING # D672
- 1X ELECTRIC CHOCK BLOCK TROLLEY # ECB01
- 1X LEVER PULL-LIFT CHAIN & BLOCK # MCB01
- 1X ACE -V229- 1.5TON BLOCK & CHAIN #MCB02
- 1X LEVER PULL-LIFT CHAIN BLOCK # PL01
- 1X LEVER PULL-LIFT CHAIN BLOCK # PL02
- 1X LEVER PULL-LIFT CHAIN BLOCK # PL03
- 1X LEVER PULL-LIFT CHAIN BLOCK # PL04

- 1X STROP 6M 2000KG #18544

SUPERVISORS OFFICE

- 2X DESKTOP PC & MONITOR & KEYBOARD
- 2X CHAIR
- 1X TELECOMS' CABINET
- 1X PRINTER / COPIER
- 1X KEY BOARD
- 1X KEY PRESS
- 1X TELEPHONE
- 1X TANNOY SYSTEM & MIC
- 1X LARGE SCREEN DISPLAY MONITOR

FRONT OF HOUSE OFFICE

- 5X DESKTOP PC & MONITOR & KEYBOARD
- 6X OFFICE CHAIR
- 6X OFFICE DESK
- 1X STATIONARY STORES
- 1X PRINTER / COPIER / FAX
- 1x PRINTER
- 1X KEY BOARD
- 2X KEY PRESS
- 1X TELEPHONE
- VARIOUS OFFICE FURNATURE / SHELVES
- 1X COFFEE DISPENCER (VENDPAC)
- 1X FRIDGE
- 2X LARGE SCREEN DISPLAY MONITOR
- 2X FILING CABINETS
- 1X SAFE

AXLE STANDS

- 1X WEBER- LOW ENTRY #AS01
- 1X WEBER- LOW ENTRY #AS02
- 1X WEBER- LOW ENTRY #AS03
- 1X WEBER- LOW ENTRY #AS04
- 1X WEBER- LOW ENTRY #AS05
- 1X WEBER- LOW ENTRY #AS06
- 1X WEBER- LOW ENTRY #AS07
- 1X WEBER- LOW ENTRY #AS08
- 1X WEBER- LOW ENTRY #AS09
- 1X WEBER- LOW ENTRY #AS10
- 1X WEBER- LOW ENTRY #AS11
- 1X WEBER- LOW ENTRY #AS12
- 1X WEBER- LOW ENTRY #AS13
- 1X WEBER- LOW ENTRY #AS14
- 1X WEBER- LOW ENTRY #AS15
- 1X WEBER- LOW ENTRY #AS16
- 1X WEBER-STANDARD #AS17
- 1X WEBER-STANDARD #AS18
- 1X WEBER-STANDARD #AS19

- 1X WEBER-STANDARD #AS20
- 1X WEBER-STANDARD #AS21
- 1X WEBER-STANDARD #AS22
- 1X WEBER-STANDARD #AS23
- 1X WEBER-STANDARD #AS24
- 1X WEBER-STANDARD #AS25
- 1X WEBER-STANDARD #AS26
- 1X WEBER-STANDARD #AS27
- 1X WEBER-STANDARD #AS28
- 1X WEBER-HIGH #AS29
- 1X WEBER-HIGH #AS30
- 1X WEBER-HIGH #AS31
- 1X WEBER-HIGH #AS32
- 1X WEBER-HIGH #AS33
- 1X WEBER-HIGH #AS34
- 1X WEBER-HIGH #AS35
- 1X WEBER-HIGH #AS36
- 1X WEBER-HIGH #AS37
- 1X WEBER-HIGH #AS38
- 1X WEBER-HIGH #AS39
- 1X WEBER-HIGH #AS40

BODY PROPS

- BODY PROP 5 TON # BP3
- BODY PROP 5 TON # BP4
- BODY PROP 5 TON # BP5
- BODY PROP 5 TON # BP6
- BODY PROP 5 TON # BP7
- BODY PROP 5 TON # BP8
- BODY PROP 5 TON # BP9
- BODY PROP 5 TON # BP10
- BODY PROP 5 TON # BP11
- BODY PROP 5 TON # BP15
- BODY PROP 5 TON # BP16

WORKSHOP JACKS

- 1X TROLLY JACK HYDRAULIC 5TON # CRO4 (RED)
- 1X TROLLY JACK 100B EPCO 10TON # CRO5 (ORANGE)
- 1X TROLLY JACK 100B EPCO 10TON # CR08 (ORANGE)
- 1X TROLLY JACK 100B EPCO 10TON # CR10 (ORANGE)
- 1X TROLLY JACK 100B EPCO 10TON # CR19 (ORANGE)
- 1X TROLLY JACK 100B EPCO 10TON # CR20A (ORANGE)
- 1X TROLLY JACK # CRO55 (RED)
- 1X TRANSMISSION JACK TALL #CRO21
- 1X TRANSMISSION JACK ROEBUCK TALL #CRO45 (PURPLE)
- 1X TRANSMISSION JACK BLACKHAWK #CRO21 (RED)
- 1X TROLLY JACK 100B EPCO 10TON # CR22 (ORANGE)
- 1X PORTABLE JIB CRAIN #CRO23
- 1X PORTABLE JIB CRAIN #CRO24R
- 1X SCISSOR PLATFORM #CRO48 (RED)
- 1X SCISSOR PLATFORM #CRO49 (RED)
- 1X SCISSOR PLATFORM #CRO61 (RED)
- 1X JACKING BEAM #JB01

- 1X JACKING BEAM #JB02
- 1X JACKING BEAM #JB03
- 1X JACKING BEAM #JB04
- 1X JACKING BEAM #JB05
- 1X JACKING BEAM #JB06
- 1X JACKING BEAM #JB07
- 1X PORT-A-POWER LARZEP #PP1
- 1X HYDRAULIC PRESS 50 TONNE
- 1X BRAKE DRUM / WHEEL JACK
- 1X PALLET TROLLY

AIR EQUIPMENT

- 1X COMPRESSOR KAISER SK25 #1760 (ABOVE CANTEEN)
- 1X PRESSURE VESSEL VERTICAL #101958.0176 (ABOVE CANTEEN)
- 1X COMPRESSOR INGERSOL RAND #265058 (ABOVE CANTEEN)
- 1X PRESSURE VESSEL HORIZONTAL (ABOVE CANTEEN)
- 1X COMPRESSOR LAYCOCK NX 18 #33627 (SHOP FLOOR)
- 1X PRESSURE VESSEL GORTON & BLAKEMORE HORIZONTAL #G&B16424
- 1X COMPRESSOR TECALEMIT (KOHLER POWERED) #672014 (WORKSHOPS VAN)
- 1X PRESSURE VESSEL REDNAL HORIZONTAL (WORKSHOPS VAN)
- 2X 1" AIR GUN & EXTENTION HOSE
- 2X ¾ AIR GUN
- 1X ½" AIR GUN
- ½ AIR HOSE EXTENTION 30mts.
- 4X MIG WELDERS
- 1X TIG WELDER
- 2x LEV (MOBILE EXTRACTION SYSTEM)
- 1X BLACK SMITH ANVIL

VEHICLE WASH AREA

- 1X VEHICLE WASH RAMP VR01 (DECOMISSIONED)
- 1X VEHICLE WASH RAMP VR02 (DECOMISSIONED)
- 1X KARSCHER STEAM CLAENING MULTISTAGE WASH MACHINE

FUEL ISLAND

- 5X FUEL DISPENSING PUMPS
- CORRUGATED ROOF OVER LENGTH OF ISLAND
- 1X BRICK OFFICE CONTAINING 3 OF TANK LEVEL GAUGES (REDUNDANT)
- 2X TRISCAN INPUT UNITS
- 1X ELECTRONIC TANK LEVEL UNIT (ON WORKSHOP WALL)

Containers from the Pre-Existing Services

The Contractor shall accept all containers and sacks utilised in the Pre-Existing Services, and shall utilise these in the Services.

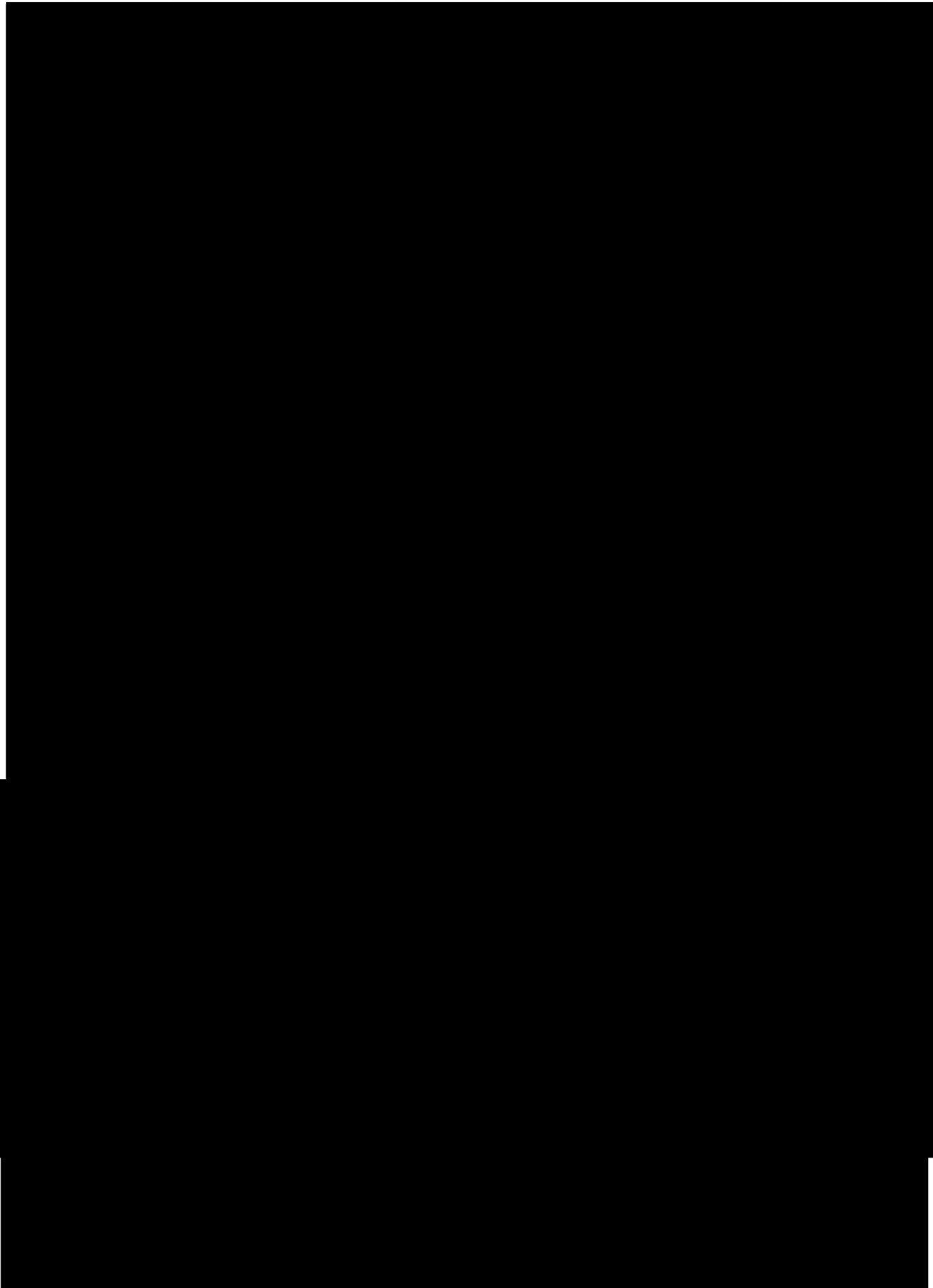
SCHEDULE 10

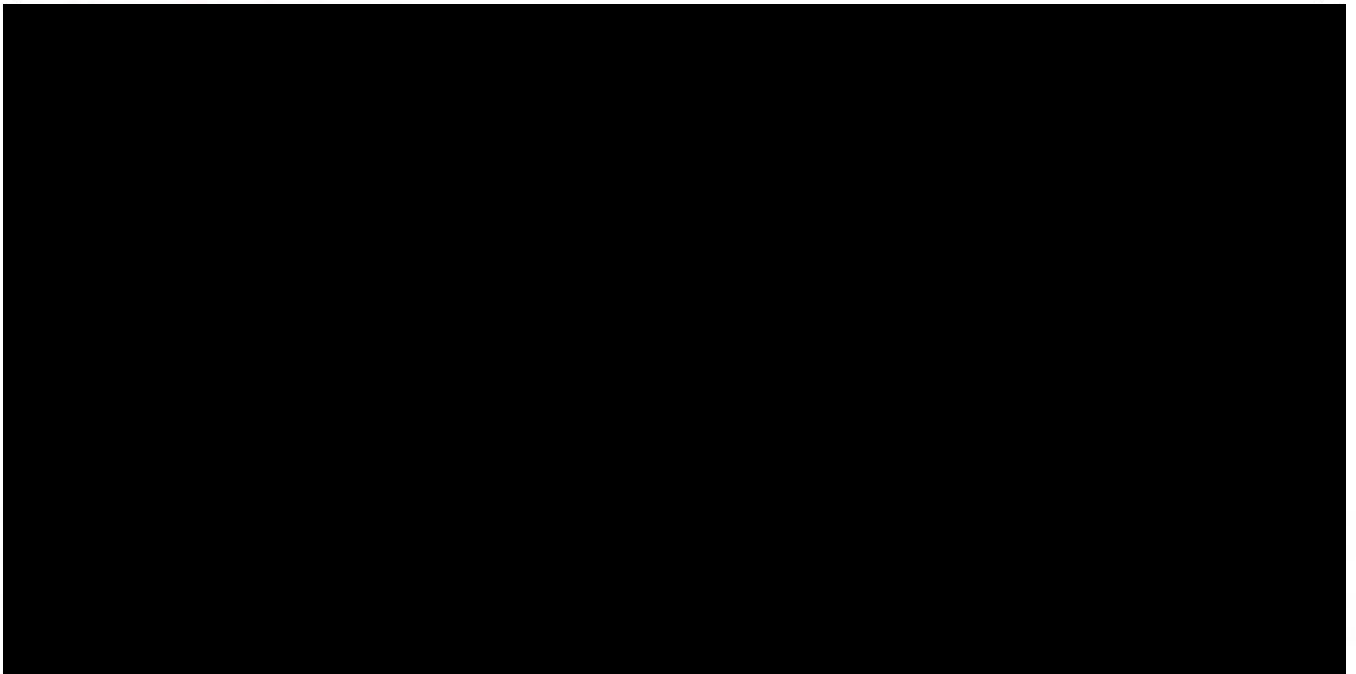
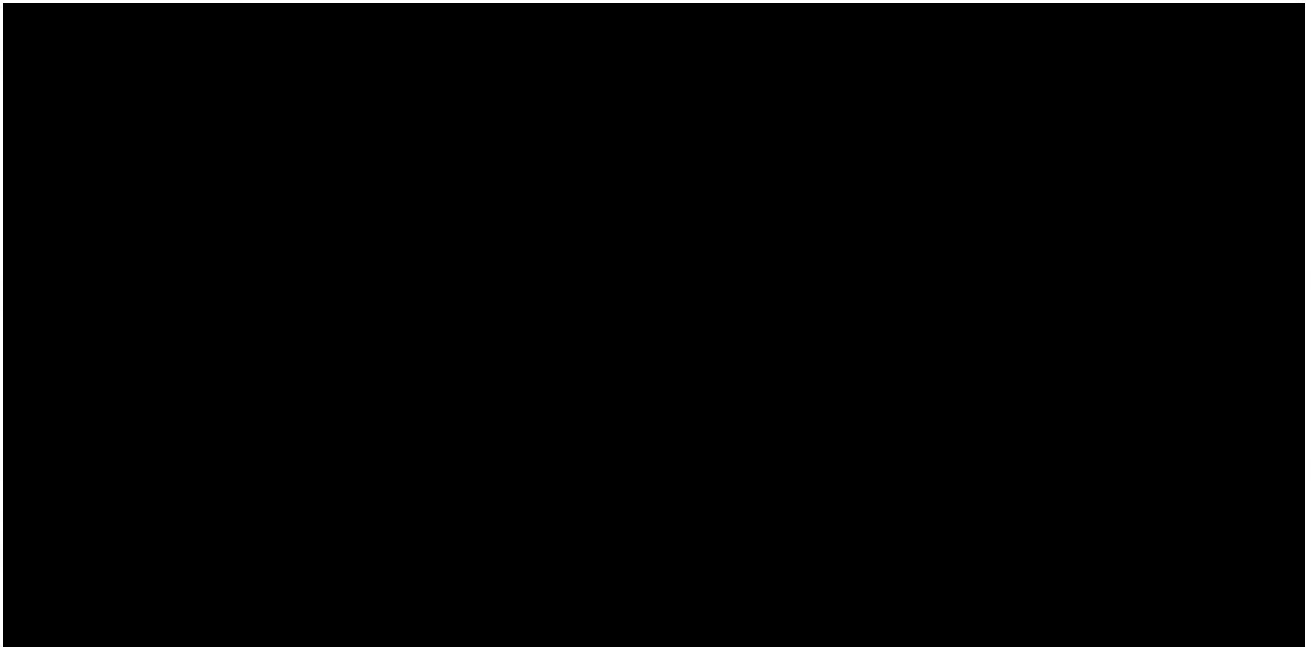
Base Case and Revision of Base Case

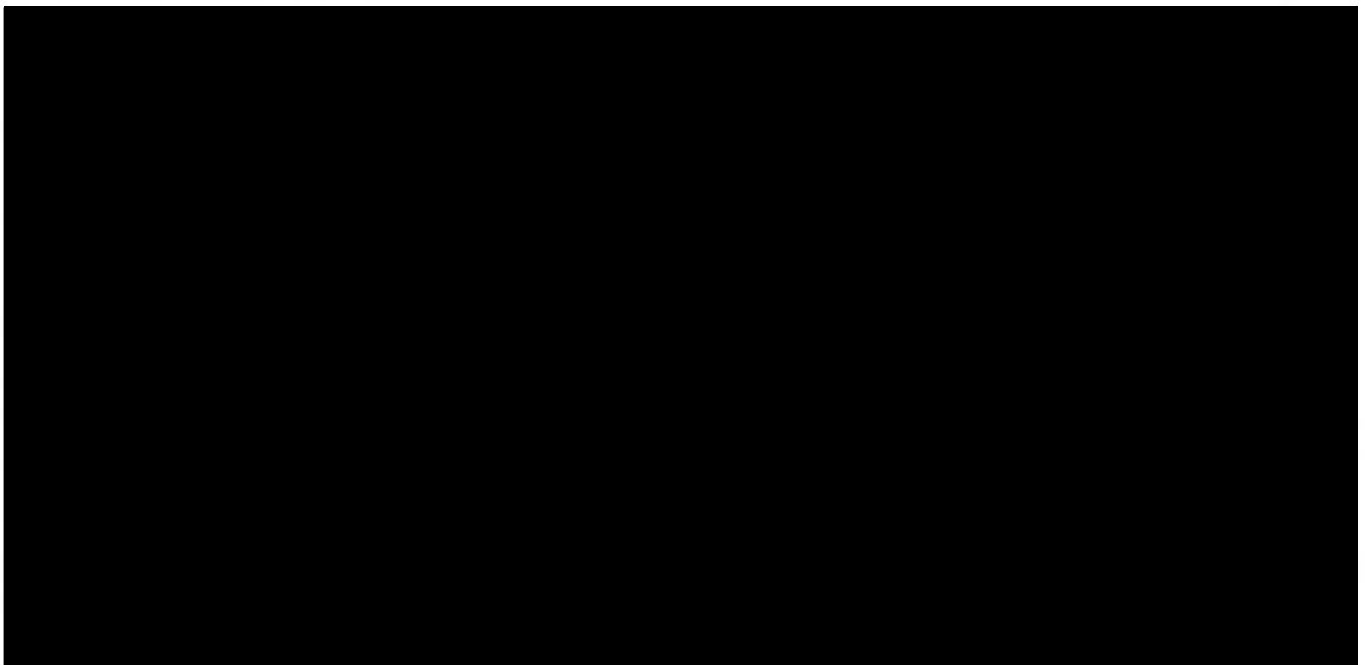
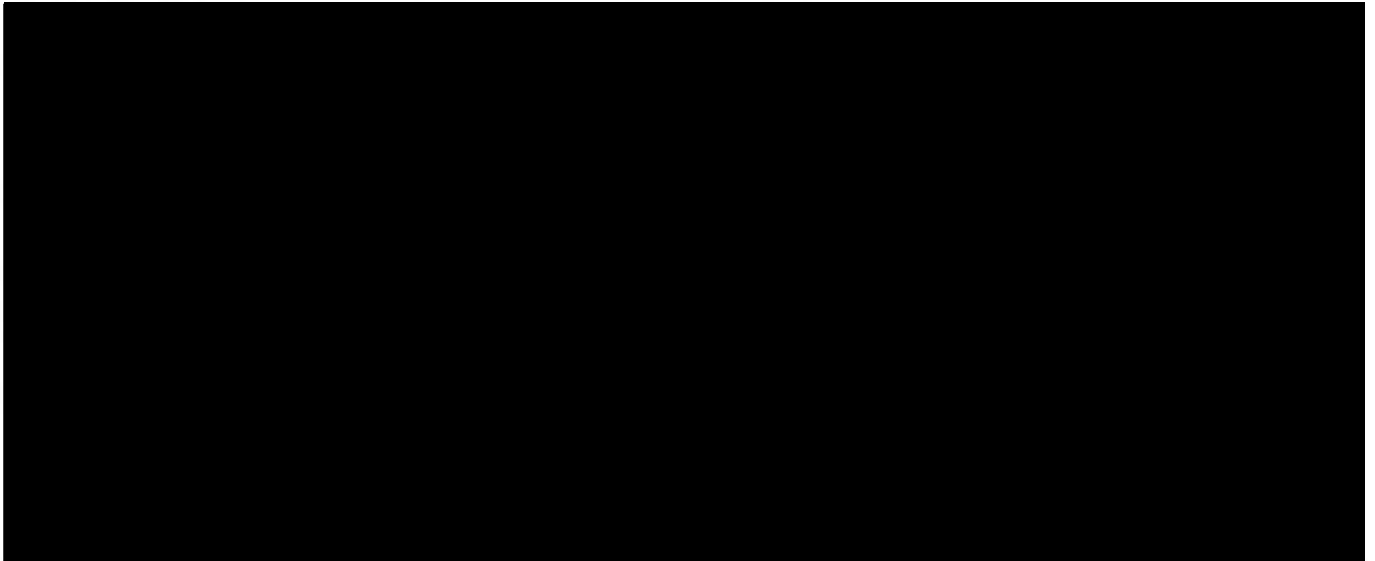
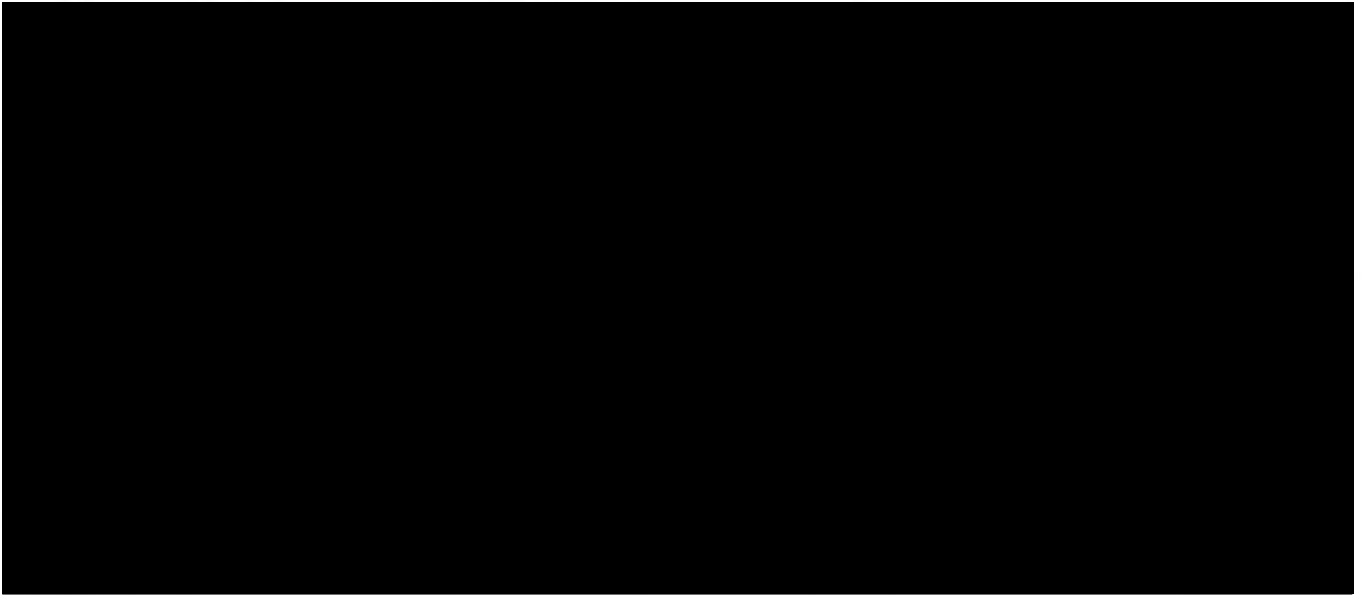
Part 1: Base Case

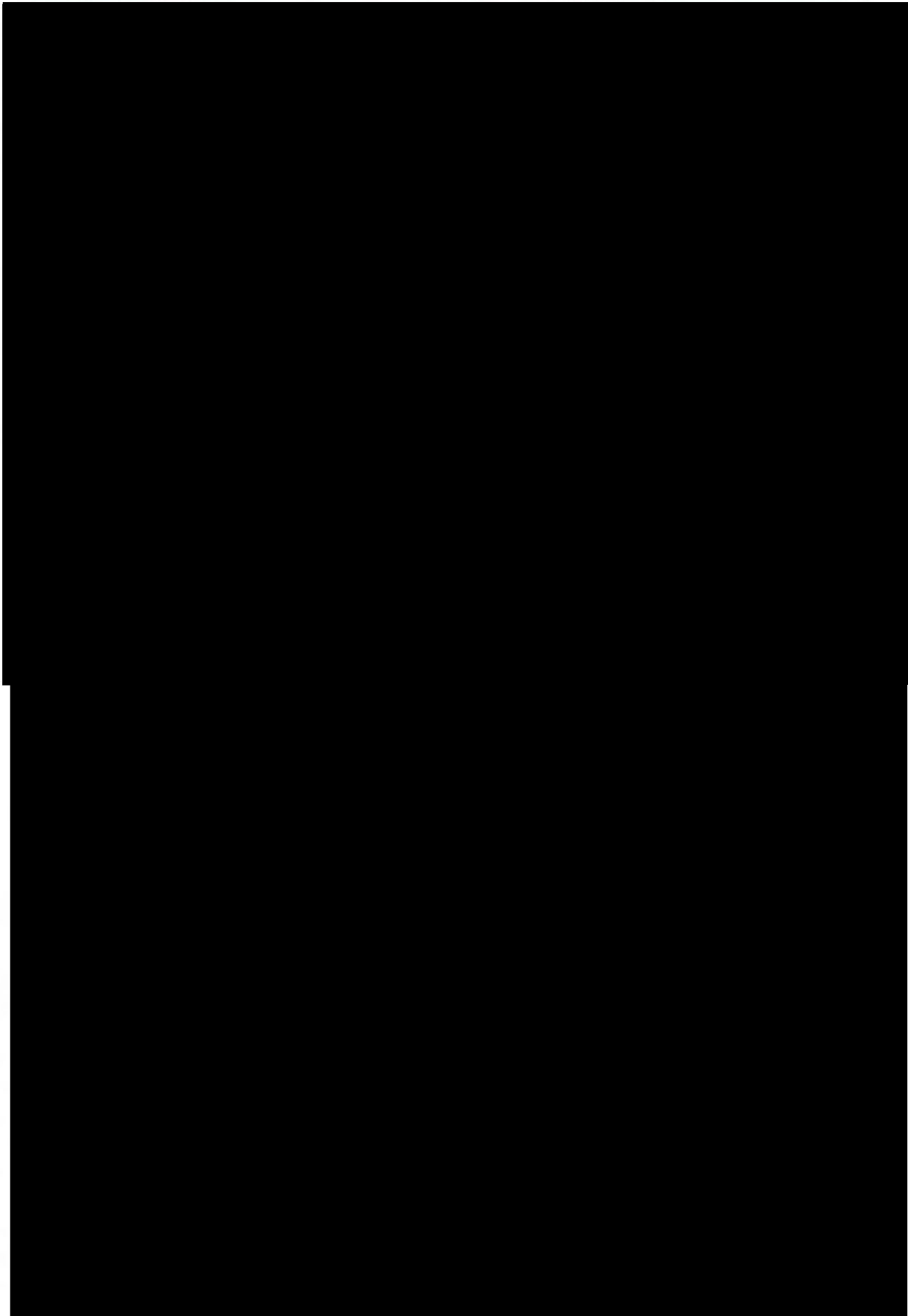
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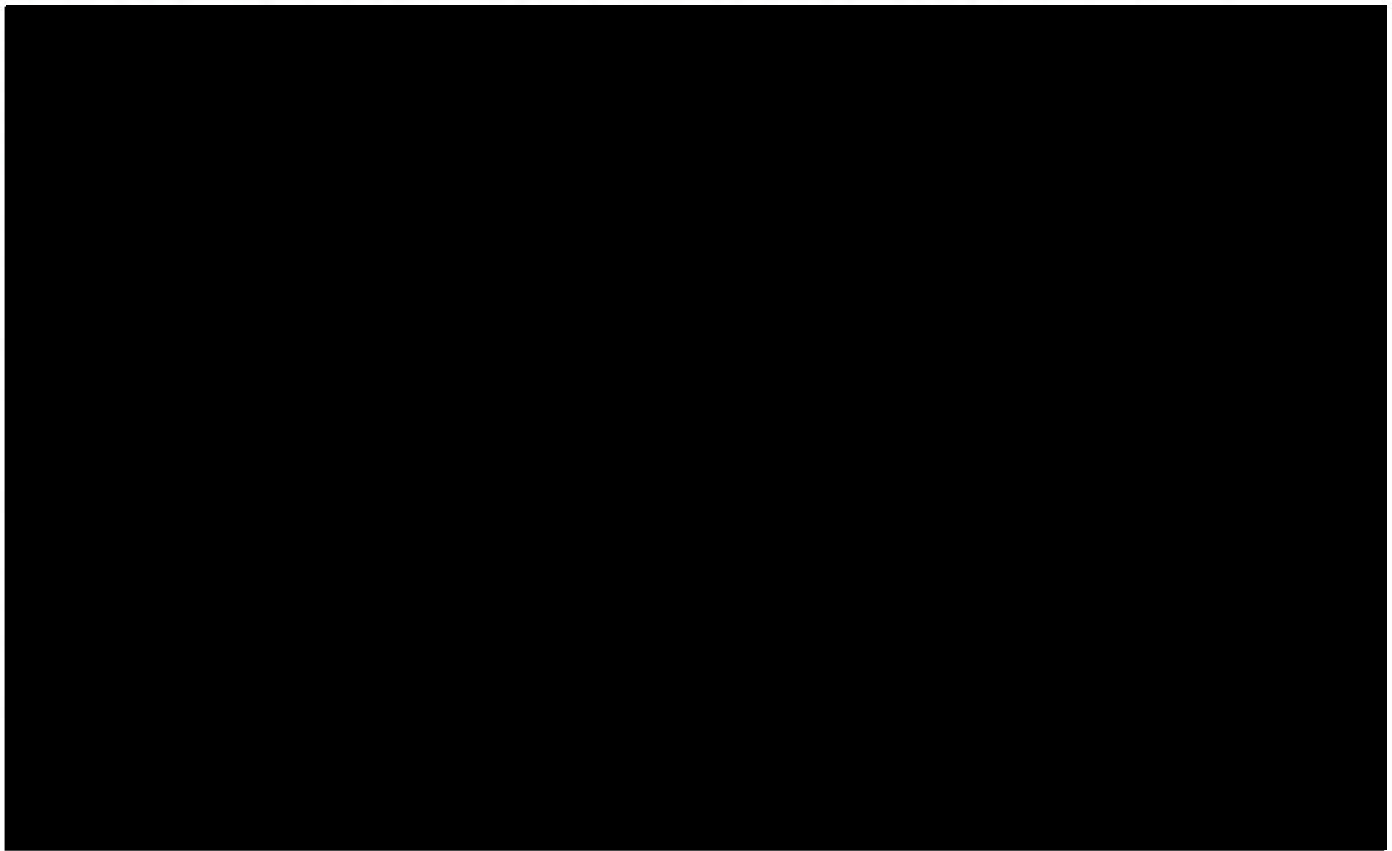
Part 2(a): Base Case Instructions











Part 3: Revision of Base Case

1 DEFINITIONS

In each part of this **Schedule 10** (Base Case and Revision of Base Case) the following expressions (in addition to those specified in **clause 1** (Definitions and Interpretation) of the Conditions of Contract) shall, save where the context or express provisions of this Contract otherwise requires or admits, have the following meaning:

Base Case Revisions File the log described more fully in **paragraph 5.10** of this **Schedule 10** (Base Case and Revision of Base Case).

Change in Costs means in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether upward or downward) upon the actual or anticipated costs (without double counting). In the event of a downward variation in costs, the relevant cost to be deducted in respect of such Relevant Event shall be the cost identified in the current version of the Base Case or such other costs as determined between the Parties and authorised in writing by the Authorised Officer. In the event of an upward variation in costs, the relevant cost to be added in respect of such Relevant Event shall be the actual cost excluding margins (supported by evidence, such as, for example, an invoice).

Change in Revenue means in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether positive or negative) upon the actual or anticipated Third Party Income (without double counting). In the event of a downward variation in revenue, the relevant revenue to be deducted in respect of such Relevant Event shall be the revenue identified in the current version of the Base Case.

Effective Change Date means the date that any revisions to the Base Case or Monthly Contract Payment (as the case may be)

become effective as agreed by the Parties pursuant to **paragraph 5.2** of this **Schedule 10** (Base Case and Revision of Base Case).

Estimated Change in Project Costs means in respect of any Relevant Event the aggregate of any estimated Change in Costs and/or (without double counting) Change in Revenue (as relevant).

Relevant Event means a Council Variation or a Contractor Variation or any other significant event agreed between the Parties, in writing, to be a 'Relevant Event'.

2 APPLICATION – PURPOSE OF THIS SCHEDULE 10 (BASE CASE AND REVISION OF BASE CASE)

This **Schedule 10** (Base Case and Revision of Base Case) describes the arrangements agreed by the Parties in relation to:

- (a) the process and principles of adjustment to be followed in order to make an adjustment to the Monthly Contract Payment (or any component thereof), facilitated by an adjustment to the Base Case, due to a Relevant Event or a determination in accordance with the Dispute Resolution Procedure;
- (b) the custody of the Base Case and the Base Case Revisions File; and
- (c) any dispute arising in relation to making an adjustment to the Monthly Contract Payment (or any component thereof) or the Base Case.

3 REVISIONS TO THE BASE CASE

3.1 A revision to the Base Case shall be required:

- (a) following each update of the Original Supplied TUPE Data pursuant to **clause 14A.2** (Restructuring Costs); and
- (b) if the Parties agree to revise the Base Case due to any other 'Relevant Event' during the Contract Period.

- 3.2 When the Base Case is to be revised, the Contractor shall, at its own cost (such cost not to be included, directly or indirectly, in the Base Case), revise the Base Case in accordance with the principles of adjustment set out in **paragraph 5** of this **Schedule 10** (Base Case and Revision of Base Case) and submit to the Council a revised Base Case for approval within fifteen (15) Business Days of the Effective Change Date, or by such other date agreed between the Parties.
- 3.3 The revised Base Case produced pursuant to **paragraph 3.2** of this **Schedule 10** (Base Case and Revision of Base Case) shall, when it is approved in writing by the Council, become the Base Case for the purposes of this Contract until its further amendment in accordance with this Contract.
- 3.4 The Contractor shall ensure that each iteration of the Base Case is provided with a unique version number and date.
- 3.5 Following agreement of the revised Base Case, the Contractor shall deliver copies of the revised Base Case to the Council in accordance with the provisions of **paragraph 6** of this **Schedule 10** (Base Case and Revision of Base Case), having observed the necessary version control requirements set out in **paragraph 3.4** of this **Schedule 10** (Base Case and Revision of Base Case).

4 ADJUSTMENTS TO THE MONTHLY CONTRACT PAYMENT

- 4.1 Subject to **paragraph 3.1** above, adjustments to the Monthly Contract Payment, shall be made as required from time to time (for example, to reflect an agreed service change, or a decrease in volume) in accordance with this **Part 3** of **Schedule 10** (Base Case and Revision of Base Case) (and, in particular, in accordance with **paragraph 5** below) and shall be recorded and agreed in writing in the Base Case Revisions File. All calculations and their accompanying assumptions shall be clearly set out in date order and saved in the Base Case Revisions File; there will be a new sheet for each adjustment.
- 4.2 Any agreed adjustment to the Monthly Contract Payment shall adjust the sums payable (as applicable) pursuant to **Schedule 5** (Payment Mechanism) as agreed between the Parties.
- 4.3 As part of its Annual Report (and in accordance with **clause 28.3(d)** (Monthly Report and Invoice, Annual Report and Business Development Plan)), the Contractor shall submit a consolidated version of the Base Case Revisions File to the Authorised officer to reflect and collate any adjustments made to the Monthly Contract Payment in accordance with

Part 3 of this **Schedule 10** (Base Case and Revision of Base Case) in the previous Contract Year. The Parties shall review and agree the consolidated version of the Base Case Revisions File at the Annual Review in accordance with **clause 41.1(i)** (Annual Review).

5 PRINCIPLES OF ADJUSTMENT

- 5.1 Any revision to the Base Case (pursuant to **paragraph 3** above) or adjustment to the Monthly Contract Payment (pursuant to **paragraph 4** above) shall be carried out in accordance with the principles set out in this **paragraph 5**.
- 5.2 Prior to making any changes to the Base Case or Monthly Contract Payment (as the case may be), the Parties shall agree the effective date for the change (the "**Effective Change Date**") and the basis of the revision to the Base Case or Monthly Contract Payment.
- 5.3 In agreeing the Estimated Change in Project Costs and in agreeing other adjustments to be made to the Base Case or Monthly Contract Payment arising from a Relevant Event, the Contractor shall be entitled to take into account:
- (a) any Change in Costs and Change in Revenue; and
 - (b) the Effective Change Date,

and the Contractor shall take all reasonable and appropriate steps (in the opinion of the Authorised Officer) to mitigate the effects of any revision including, in particular but without limitation, mitigating any adverse impact upon the Council, adhering to the provisions of **clause 24.5** (Variations) of the Conditions of Contract, and the principles set out in **clause 41** (Annual Review) of the Conditions of Contract.

- 5.4 Downward adjustments to the Monthly Contract Payment shall take effect immediately from and including the Effective Change Date. Upward adjustments to the Monthly Contract Payment shall take effect from the later of: (i) the Effective Change Date; or (ii) the date upon which the Contractor delivers:
- (a) (for the purpose of a revision of the Base Case) copies of the revised Base Case to the Council in accordance with **paragraph 6** of this **Schedule 10** (Base Case and Revision of Base Case); or

- (b) (for the purpose of an adjustment to the Monthly Contract Payment) an updated, agreed version of the Base Case Revisions File.

5.5 If the Contractor does not perform the revisions or adjustments required by, and in accordance with this **Schedule 10** (Base Case and Revision of Base Case), the Council may do so and determine the revised Monthly Contract Payment accordingly. All costs incurred by the Council in doing so shall be payable by the Contractor to the Council on demand as a debt, and the Council may exercise its right to set off such liability in accordance with **clause 56** (Right to Set-Off) of the Conditions of Contract.

5.6 The following principles shall be followed in revising the Base Case and adjusting the Monthly Contract Payment:

- (a) wherever possible the revision shall be carried out without altering the logic, formulae, inputs and assumptions incorporated in the Base Case in any way whatsoever and only data such as costs incurred by the Contractor and the timing and amounts of any related funding drawdowns shall be changed, provided that:
 - (i) in the event of a downward variation in cost which is a cost included in **Schedule 14** (Capital Asset Schedule) and therefore also results in a reduction in the amount of funding required for a Capital Asset Purchase, then the corresponding Capital Payment shall be also be reduced (and, if necessary, the timing of such Capital Payment shall be amended) as required; and
 - (ii) in the event of an upward variation in cost which requires an increased funding amount, then the Parties shall meet to agree how such additional drawdowns required shall be funded (whether through Borough financing, third party sources or otherwise) and the Base Case and/or Monthly Contract Payment (as applicable) shall be adjusted to reflect this additional funding (amount and timings) accordingly;
- (b) where it is agreed it is necessary to amend the logic, formulae, inputs and assumptions incorporated in the Base Case to permit structural revisions to be made, this shall be carried out to the minimum extent necessary and only with the written approval of the Authorised Officer;

- (c) where any amendment is made to the logic, formulae, inputs and assumptions incorporated in the Base Case, the Base Case, as amended, shall first be run with the data included in the Base Case immediately prior to amendment to ensure that the outputs from the Base Case as amended correspond to the outputs immediately prior to amendment (including the Target Rate of Return); and
 - (d) unless expressly agreed by the Parties in writing, the Contractor shall not be permitted to backdate any increase in the Monthly Contract Payment as a result of a Relevant Event or any Change in Costs or Change in Revenue.
- 5.7 The Contractor shall target its Target Rate of Return throughout the Contract Period, calculated in accordance with the principles of the original Base Case (as at the Contract Date).
- 5.8 The Contractor acknowledges and accepts that, in revising the Base Case or adjusting the Monthly Contract Payment, it shall not recover, or set off, any actual or anticipated liability in respect of tax or inflation, unless otherwise agreed in writing with the Authorised Officer.
- 5.9 Any amendment to the logic, formulae, inputs and assumptions incorporated in the Base Case shall be fully recorded so that the manner in which the revised Monthly Contract Payment is calculated can be readily verified.
- 5.10 The Contractor shall maintain an up to date log of all adjustments to the Monthly Contract Payment and changes to each version of the Base Case, to include (as a minimum) a summary of the key data in each version of the Base Case, including revenue, profit, income share costs and Target Rate of Return and the calculations made (including references to specific cells, rows or sheets, as applicable, for each) in order to produce such data and the rationale for each change made (and such log shall form the "**Base Case Revisions File**").
- 5.11 In adjusting the Base Case or the Monthly Contract Payment, the individual prices and rates which make up the Monthly Contract Payment should reflect the Change in Revenue and Change in Costs attributed to the Relevant Event.
- 5.12 Any amendments to the Base Case or the Monthly Contract Payment shall reflect, be consistent with and be made only in accordance with the provisions of this Contract, and must be agreed by the Parties in writing.

- 5.13 Where practicable, the Contractor shall use all reasonable endeavours to carry out revisions to the Monthly Contract Payment at the end of a Contract Year in order that the revised Monthly Contract Payment may take effect at the beginning of the next Contract Year.

6 CUSTODY ARRANGEMENTS FOR THE BASE CASE

- 6.1 No later than ten (10) Business Days after any revisions to the Base Case have been effected and agreed with the Council pursuant to **paragraph 3.3** of this **Schedule 10** (Base Case and Revision of Base Case), the Contractor shall lodge with the Council two (2) electronic copies on CD-Rom in Microsoft Excel 2010 compatible format (or any media/software that replaces this, as agreed between the Parties from time to time) of each revised Base Case (with instructions for use setting out how to view, verify and amend the Base Case). The Contractor acknowledges and accepts that, pursuant to **paragraph 5.4** of this **Schedule 10** (Base Case and Revision of Base Case), any delay in delivering copies of the revised Base Case to the Council may result in a delay in upward revisions to the Monthly Contract Payment taking effect.
- 6.2 Each version of the Base Case shall be accompanied by a written summary to include a summary of the key data and changes in that version of the Base Case, and by the updated Base Case Revisions File in accordance with **paragraph 5.10** of this **Schedule 10** (Base Case and Revision of Base Case), and any other information required by the Council from time to time.
- 6.3 In the event that the Council discovers an error with any Base Case delivered to it pursuant to **clause 26.2** (Method of Valuation and Base Case) of the Conditions of Contract or **paragraph 6.1** of this **Schedule 10** (Base Case and Revision of Base Case), the Council shall notify the Contractor. The Contractor shall amend the Base Case accordingly and no later than ten (10) Business Days after the date of the Council's notice shall deliver two (2) electronic copies on CD-Rom in Microsoft Excel 2010 compatible format (or any media/software that replaces this) of the amended Base Case (with instructions for use setting out how to view, verify and amend the Base Case) to the Council, accompanied by an updated written summary, as necessary. Any adjustments to the Monthly Contract Payment as a result of such amendments shall take effect in accordance with the principles set out at **paragraph 5** of this **Schedule 10** (Base Case and Revision of Base Case).
- 6.4 Either Party shall have the right to inspect and audit the Base Case at their own cost at all reasonable times.

7 DISPUTES

- 7.1 Where the Contractor and the Council are unable to agree the revisions to the Base Case of the adjustment to the Monthly Contract Payment (including the actual version of the Base Case to be used prior to the required changes being made) within sixty (60) Business Days of submission of the revised Base Case by the Contractor to the Council (or such other time period as is agreed between the Parties), then the matter shall be determined in accordance with the Dispute Resolution Procedure. If an arbitrator is appointed pursuant to **clause 54** (Arbitration) of the Conditions of Contract, the arbitrator shall have the assistance of an independent auditor appointed by agreement between the Contractor and the Council or failing such agreement by the appropriate institution to be named.
- 7.2 Without prejudice to **paragraph 7.1**, where the Parties are unable to agree any matter arising under this **Schedule 10** (Base Case and Revision of Base Case), either Party may refer matters for determination pursuant to the Dispute Resolution Procedure.

SCHEDULE 11

Form of Asset Register

Reference number	Name/ brief description of asset	Who owns the asset?	Is the asset leased?	Who has title to the asset?	Who is responsible for loss or damage to the asset	What is the approximate value of the asset?	What is the condition/ state of repair/ estimated remaining life of the asset?
1							
2							
3							
4							
5							
6							
7							

SCHEDULE 12

Agreed Form Leases

The agreed form Leases are set out on the disc entitled 'Lot 1 Contract – Agreed Form Leases (Contract Date)' initialled on behalf of the Council and the Contractor on or around the Contract Date.

SCHEDULE 13

Commercial Waste and Third Party Income

Part 1: Commercial Waste Services

1 KEY PRINCIPLES

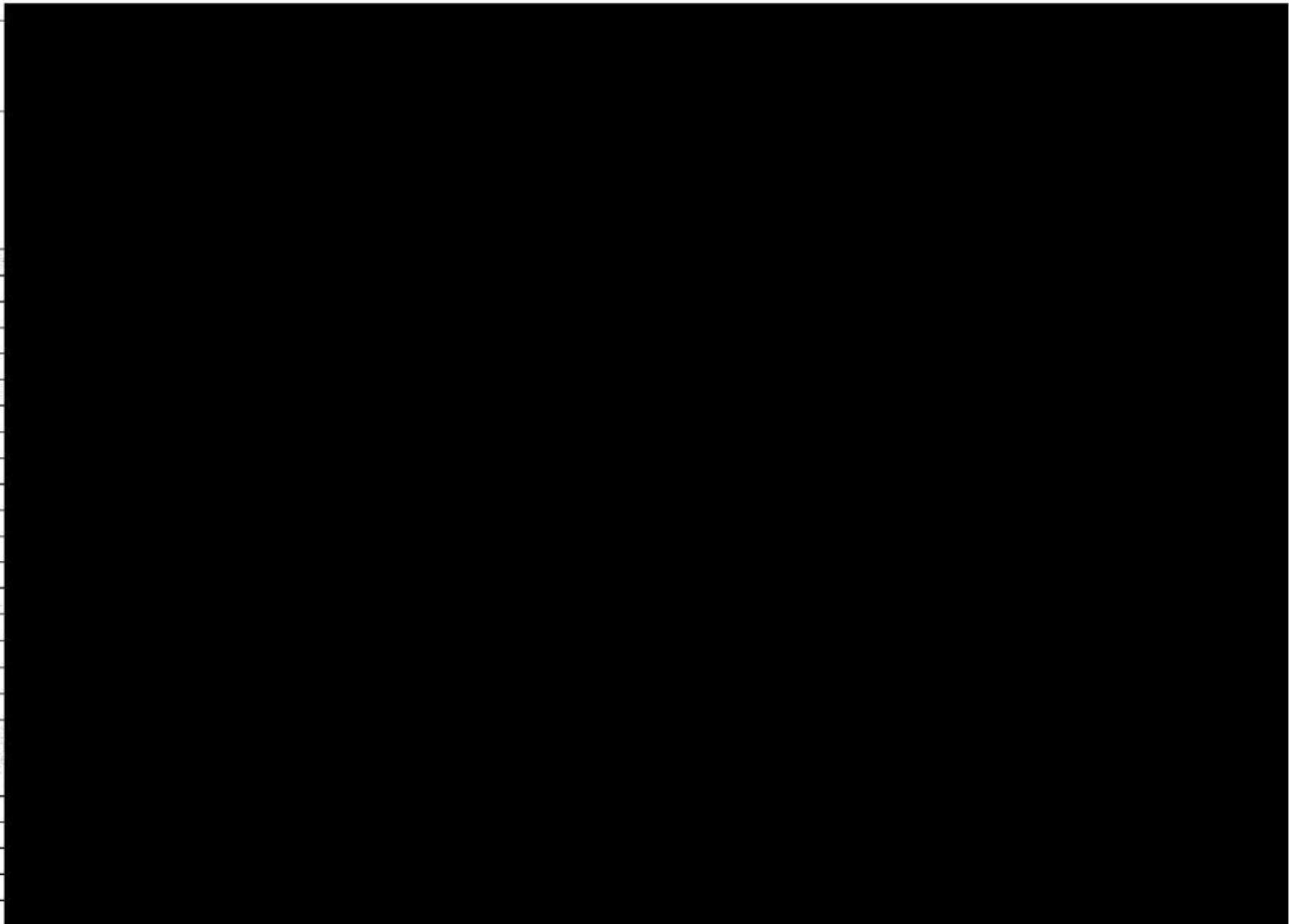
- 1.1 The Contractor shall provide the Commercial Waste Services in accordance with **Schedule 1** (Specification) and this **Part 1** of **Schedule 13** (Commercial Waste and Third Party Income).
- 1.2 The Contractor shall provide the marketing, administration and debt recovery function of the Commercial Waste Services.
- 1.3 The Contractor shall handle all correspondence (including calls, online enquiries, written requests and queries made via any other method of communication) with Commercial Waste Customers and/or potential customers in relation to the Commercial Waste Services (whether such correspondence is directly with the customer/potential customer, or is initially forwarded on to the Contractor by the Council or the Boroughs) in accordance with **Schedule 15** (Service User Procedure).
- 1.4 The Contractor shall sign up new Commercial Waste Services Customers as agent on behalf of the Council/Boroughs. All contracts with Commercial Waste Customers will be between the Commercial Waste Customer and the Council/Boroughs.
- 1.5 The Contractor shall maintain the list of Commercial Waste Customers throughout the Contract Period and shall provide a monthly update on such list (to include subscription numbers) as part of its Monthly Report. The Contractor shall hand over the list of Commercial Waste Customers, and all commercial relationships, to the Council or Boroughs (as directed) at the end of the Contract Period. The Contractor shall provide a report in an agreed CSV format which the Boroughs will be able to transfer onto their CRMs.

- 1.6 All payments from the Commercial Waste Customers will be made to the Contractor (acting as agent for the Council) and then passed to the Council/Boroughs in accordance with **Schedule 5** (Payment Mechanism) and according to the process as set out in **Schedule 4** (Services Delivery Plan).
- 1.7 The Contractor shall provide each Borough with guaranteed revenue in respect of the Commercial Waste Services, and a share of any revenue generated from the Commercial Waste Services in excess of the level of guaranteed revenue as set out in the Base Case excerpt in paragraph 2 below. Payments shall be made in accordance with paragraphs 6.1 and 11.4 of **Schedule 5** (Payment Mechanism).

2 BASE CASE: GUARANTEED REVENUE, EXCESS REVENUE SHARE AND COSTS

	1/4/2017	1/4/2018	1/4/2019	1/4/2020	1/4/2021	1/4/2022	1/4/2023	1/4/2024
	To	to	to	To	To	to	to	to
	31/3/2018	31/3/2019	31/3/2020	31/3/2021	31/3/2022	31/3/2023	31/3/2024	31/3/2025
Contract year	1	2	3	4	5	6	7	8
Guaranteed Income (£)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Excess Share (%)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								

<i>Sutton</i>
Costs (£)
<i>Croydon</i>
<i>Kingston</i>
<i>Merton</i>
<i>Sutton</i>
Costs breakdown (£)
<i>Direct Labour Costs</i>
<i>Fuel Costs</i>
<i>Maintenance Costs</i>
<i>Other Vehicle Costs</i>
<i>Capital Costs</i>
<i>Other Direct Costs</i>
<i>Overheads</i>
Tonnage
<i>Croydon</i>
<i>Kingston</i>
<i>Merton</i>
<i>Sutton</i>
Commercial Waste Customers (number of customers in Base Case)
<i>Croydon</i>
<i>Kingston</i>
<i>Merton</i>
<i>Sutton</i>



Part 2: Third Party Vehicle Maintenance Services

3 KEY PRINCIPLES

- 3.1 The Contractor shall provide Third Party Vehicle Maintenance Services in accordance with **Schedule 1** (Specification) and this **Part 2 of Schedule 13** (Commercial Waste and Third Party Income).
- 3.2 The Contractor shall provide the marketing, administration and debt recovery function of the Third Party Vehicle Maintenance Services.
- 3.3 The Contractor shall handle all correspondence (including calls, online enquiries, written requests and queries made via any other method of communication) with customers and/or potential customers in relation to the Third Party Vehicle Maintenance Services (whether such correspondence is directly with the customer/potential customer, or is initially forwarded on to the Contractor by the Council or the Boroughs) in accordance with **Schedule 15** (Service User Procedure).
- 3.4 The Contractor shall sign up new Third Party Vehicle Maintenance Services customers directly (and not as agent on behalf of the Council/Boroughs). All contracts with Third Party Vehicle Maintenance Services customers will be between the customer and the Contractor.
- 3.5 The Contractor shall maintain the list of Third Party Vehicle Maintenance Services customers throughout the Contract Period and shall provide a monthly update on such list as part of its Monthly Report. The Contractor shall hand over the list of Third Party Vehicle Maintenance Services customers, and all commercial relationships, to the Council or Boroughs (as directed) at the end of the Contract Period.
- 3.6 All payments from Third Party Vehicle Maintenance Services customers will be made directly to the Contractor.

3.7 The Contractor shall provide each Borough with guaranteed income in respect of the Third Party Vehicle Maintenance Services, and a share of any revenue generated from the Third Party Vehicle Maintenance Services in excess of the level of guaranteed income as set out in the Base Case excerpt in paragraph 4 below. Payments shall be made in accordance with paragraph 8.1.3 of **Schedule 5** (Payment Mechanism).

4 BASE CASE: GUARANTEED INCOME, EXCESS REVENUE SHARE AND COSTS

	1/4/2017	1/4/2018	1/4/2019	1/4/2020	1/4/2021	1/4/2022	1/4/2023	1/4/2024
	to	to	to	to	to	to	to	to
	31/3/2018	31/3/2019	31/3/2020	31/3/2021	31/3/2022	31/3/2023	31/3/2024	31/3/2025
Contract Year	1	2	3	4	5	6	7	8
Guaranteed Income (£)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Excess Share (%)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Costs (£)								

Part 3: Garden Waste Services

5 KEY PRINCIPLES

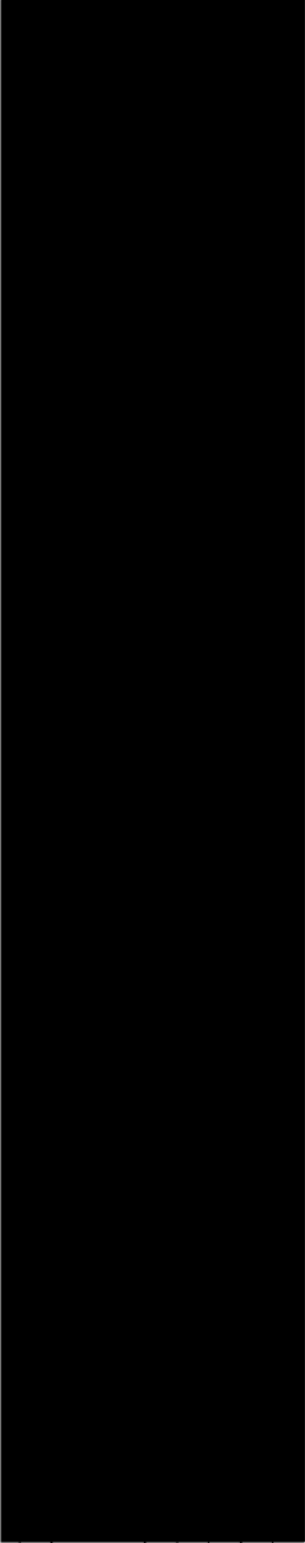
- 5.1 The Contractor shall provide Garden Waste Services in accordance with **Schedule 1** (Specification), **Schedule 4** (Services Delivery Plan) and this **Part 3 of Schedule 13** (Commercial Waste and Third Party Income).
- 5.2 The Contractor shall provide the marketing, administration and debt recovery function of the Garden Waste Services.
- 5.3 The Contractor shall handle correspondence (including calls, online enquiries, written requests and queries made via any other method of communication) with customers and/or potential customers in relation to the Garden Waste Services (whether such correspondence is directly with the customer/potential customer, or is initially forwarded on to the Contractor by the Council or the Boroughs), as required by the Council, and in accordance with **Schedule 15** (Service User Procedure).
- 5.4 The Contractor shall sign up new Garden Waste customers as agent on behalf of the Council/Boroughs. All contracts with Garden Waste customers will be between the customer and the Council.
- 5.5 The Contractor shall maintain the list of Garden Waste customers throughout the Contract Period and shall provide a monthly update on such list (to include subscription numbers) as part of its Monthly Report. The Contractor shall hand over the list of Garden Waste customers, and all commercial relationships, to the Council or Boroughs (as directed) at the end of the Contract Period.
- 5.6 From the Services Commencement Date, Boroughs will initially take payments made by telephone, cheque and direct debit, and the Contractor (acting as agent for the Council) shall take all online payments. During the initial contract term, the Contractor shall take on responsibility for handling all payments (acting as agent for the Council), according to the agreed phasing plan and transition arrangements for payment handling as set out in **Schedule 4** (Services Delivery Plan) method statement 1.1.

5.7 The Contractor shall provide each Borough with guaranteed revenue in respect of the Garden Waste Services, and a share of any revenue generated from the Garden Waste Services in excess of the level of guaranteed revenue as set out in the Base Case excerpt in paragraph 6 below. Payments shall be made in accordance with paragraphs 3.1.4 and 11.2 of **Schedule 5** (Payment Mechanism).

6 BASE CASE: GUARANTEED REVENUE, EXCESS REVENUE SHARE AND COSTS

	1/4/2017	1/4/2018	1/4/2019	1/4/2020	1/4/2021	1/4/2022	1/4/2023	1/4/2024
	To	to	to	To	to	to	to	to
	31/3/2018	31/3/2019	31/3/2020	31/3/2021	31/3/2022	31/3/2023	31/3/2024	31/3/2025
Contract Year	1	2	3	4	5	6	7	8
Guaranteed Income (£)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Excess Share (%)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Costs (£)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Costs breakdown (£)								
<i>Direct Labour Costs</i>								
<i>Fuel Costs</i>								
<i>Maintenance Costs</i>								
<i>Overheads</i>								
Tonnage								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								

<i>Sutton</i>
Garden Waste Services customers (number of customers in Base Case)
<i>Croydon</i>
<i>Kingston</i>
<i>Merton</i>
<i>Sutton</i>



Part 4: Recyclate Material Sales Services

7 KEY PRINCIPLES

7.1 The Contractor shall provide the Recyclate Material Sales Services in accordance with **Schedule 1** (Specification), **Schedule 4** (Services Delivery Plan) and this **Part 4** of **Schedule 13** (Commercial Waste and Third Party Income).

7.2 The Contractor shall provide the marketing and administration function of the Recyclate Material Sales Services.

7.3 The Contractor shall provide each Borough with:

- (a) guaranteed income in respect of the Recyclate Material Sales Services (such guaranteed income is derived from the Recyclate income and gate fees and has been apportioned across the Boroughs based on Recyclate tonnages and revenues generated within each Borough); and
- (b) a share of any revenue generated from the Recyclate Material Sales Services in excess of the level of guaranteed income (the excess revenue share will be shared on a pro-rata of each Borough's actual Recyclate tonnage),

as set out in the Base Case excerpt in paragraph 8 below. Payments shall be made, and revenue shall be shared, in accordance with paragraphs 4 and 11.3 of **Schedule 5** (Payment Mechanism).

7.4 Prior to the end of the Contract Period, the Contractor shall have provided the Council with revenue (in accordance with **Schedule 5** (Payment Mechanism)) for all materials collected pursuant to the Recyclate Material Sales Services.

8 BASE CASE: GUARANTEED INCOME, EXCESS REVENUE SHARE AND COSTS

	1/4/2017	1/4/2018	1/4/2019	1/4/2020	1/4/2021	1/4/2022	1/4/2023	1/4/2024
	to	to	To	to	to	to	to	to
	31/3/2018	31/3/2019	31/3/2020	31/3/2021	31/3/2022	31/3/2023	31/3/2024	31/3/2025
Contract Year	1	2	3	4	5	6	7	8
Paper/Card								
Guaranteed Income (£) *								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Excess Share (%)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Costs (£)								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Costs breakdown (£)								
<i>Handling costs</i>								
Tonnage								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Container mix								
Guaranteed Income (£) *								
<i>Croydon</i>								
<i>Kingston</i>								
<i>Merton</i>								
<i>Sutton</i>								
Excess Share (%)								
<i>Croydon</i>								
<i>Kingston</i>								

Merton
Sutton
Costs (£)
Croydon
Kingston
Merton
Sutton
Costs breakdown (£)
Handling, transport & processing costs
Tonnage
Croydon
Kingston
Merton
Sutton
Textile
Guaranteed Income (£) *
Croydon
Kingston
Merton
Sutton
Excess Share (%)
Croydon
Kingston
Merton
Sutton
Costs (£)
Not applicable
Costs breakdown (£)
Not applicable
Tonnage
Croydon
Kingston
Merton
Sutton

* - All guaranteed income figures for Recyclates in this table are gross.

SCHEDULE 14

FUNDED CAPITAL ASSETS

1 SUMMARY

Borough	Year	Vehicle Type	No of Vehicles	Services
Merton	2017	Large Mechanical Sweepers	1	Street Cleaning
Merton	2017 and 2022	Small Mechanical Sweepers	8	Street Cleaning
Merton	2017	GEMs	1	Street Cleaning
Merton	2017	7.5T Cage Tipplers	3	Street Cleaning
Merton	2017	12T Mechanical Sweeper	1	Street Cleaning
Merton	2017	18T Gully Vehicle	1.5	Street Cleaning
Merton	2017	Vehicle plus Flusher	0.5	Street Cleaning
Merton	2017	Graffiti Vehicle	0.5	Street Cleaning
Merton	2017	Hi-Ab Vehicle	0.5	Street Cleaning
Merton	2017	QCB Gritter (body only)	2	Street Cleaning
Merton	2017	18T Winter gritting vehicles	2	Street Cleaning
Merton	2018	26T RCV	4.6	Waste Management
Merton	2018	26T Split Body RCV	7.5	Waste Management
Merton	2018	16T Split Body RCV	0.5	Waste Management
Merton	2018	Garden Waste kit	1	Waste Management
Merton	2018	26T Olympus Duo RCV	2.2	Waste Management
Merton	2018	16T One pass RCV	0.5	Waste

				Management
Merton	2018	7.5T Cage Vehicle	0.5	Waste Management
Merton	2018	7.5T Boxed Vehicle	1	Waste Management
Croydon	2018	Large Mechanical Sweepers	4	Street Cleaning
Croydon	2018 and 2023	Small Mechanical Sweepers	16	Street Cleaning
Croydon	2018	GEMs	2	Street Cleaning
Croydon	2018	7.5T Cage Tippers	16	Street Cleaning
Croydon	2018	12T Mechanical Sweeper	1	Street Cleaning
Croydon	2018	26T RCV	9.4	Waste Management
Croydon	2018	26T Split Body RCV	12.5	Waste Management
Croydon	2018	16T Split Body RCV	0.5	Waste Management
Croydon	2018	Garden Waste kit	2	Waste Management
Croydon	2018	26T Olympus Duo RCV	2.8	Waste Management
Croydon	2018	16T One pass RCV	0.5	Waste Management
Croydon	2018	7.5T Cage Vehicle	0.5	Waste Management
Sutton	2017	Large Mechanical Sweepers	1	Street Cleaning
Sutton	2017 and 2022	Small Mechanical Sweepers	8	Street Cleaning
Sutton	2017	7.5T Cage Tippers	3	Street Cleaning
Sutton	2017	12T Mechanical Sweeper	1	Street Cleaning
Sutton	2017	18T Gully Vehicle	1.5	Street Cleaning
Sutton	2017	Vehicle plus Flusher	0.5	Street Cleaning

Sutton	2017	Graffiti Vehicle	0.5	Street Cleaning
Sutton	2017	Hi-Ab Vehicle	0.5	Street Cleaning
Sutton	2017	QCB Gritter (body only)	1	Street Cleaning
Sutton	2017	18T Winter gritting vehicles	2	Street Cleaning
Sutton	2017	26T RCV	7	Waste Management
Sutton	2017	26T Split Body RCV	9	Waste Management
Sutton	2017	Garden Waste kit	2	Waste Management
Sutton	2017	26T Olympus Duo RCV	2	Waste Management
Sutton	2017	7.5T Cage Vehicle	1	Waste Management
Sutton	2017	7.5T Boxed Vehicle	1	Waste Management
Kingston	2019	Small Mechanical Sweepers	3	Street Cleaning
Kingston	2019	7.5T Cage Tippers	6	Street Cleaning
Kingston	2019	12T Mechanical Sweeper	1	Street Cleaning
Kingston	2019	18T Gully Vehicle	1	Street Cleaning
Kingston	2019	QCB Gritter for small sweeper (body only)	1	Street Cleaning
Kingston	2019	QCB Gritter (body only)	2	Street Cleaning
Kingston	2019	18T Winter gritting vehicles	2	Street Cleaning
Kingston	2019	18T Winter gritting vehicles	3	Street Cleaning
Kingston	2022	7.5T Boxed Vehicle	1	Waste Management
Kingston	2022	Garden Waste kit	1	Waste Management

2 TABLE OF FUNDED CAPITAL ASSETS

1. Capital Asset Drawdown Round	2. Capital Payment Date	3. Capital Payment (£) (total payment for the round, to include apportionment between Boroughs where relevant)	4. Capital Assets (to include price of each asset, description of type, make, model and specification of asset, and numbers of each type of asset) – see Note 1										
			Asset description short	Unit price	Quantity (total)	Quantity - Croydon	Quantity - Kingston	Quantity - Merton	Quantity - Sutton	Vehicle type	Description		
ROUND 1	01 April 2017	Total Payment: [REDACTED]	Waste Collection vehicles										
			Croydon	Standard RCV 26t	[REDACTED]	7.0					7.0	26T Low Entry Cab. Single Compartment 21m3 Body. Split Hydraulic Binlift	Dennis Elite6. 6x2 RS. OL21W Terberg OmniDEL
			Kingston	Split Body RCV 26t	[REDACTED]	9.0					9.0	26T Low Entry Cab. 35/65 Split Compartment 21m3 Body. Split Hydraulic Binlift	Dennis Elite6. 6x2 RS. OLTP22 Terberg OmniDEL Triple
			Merton	Garden waste kit	[REDACTED]	2.0					2.0		Green waste Kit Narrow Side Only
			Sutton	Duo RCV 26t	[REDACTED]	2.0					2.0	26T Low Entry Cab. Duo. Approx 5m3 Food Pod. Single Compartment 13m3	Dennis Elite6. 6x2 RS. OL13W Terberg OmniDEL. Terberg TD3 TL 4.8m3 Top Discharge Pod
				Caged 7.5t	[REDACTED]	1.0					1.0	7.5 Ton Cage with Tail Lift	Fuso Canter Hybrid Chassis. Tender for cage tipper.
				Boxed 7.5t	[REDACTED]	1.0					1.0	7.5 Ton Boxed Vehicle with Tail Lift	Fuso Canter Hybrid Chassis. Transload Box.
			Street cleaning vehicles										
				Large Mechanical Sweeper	[REDACTED]	5.0				2.5	2.5	16t Truck Mount Sweeper	Scarab Magnum Hydrostatic Sweeper. Daf Sweeper Prep Chassis
				Small Mechanical Sweeper	[REDACTED]	9.0				4.5	4.5	Compact Sweeper	Johnston CN201 4.5 tonne GW
				GEMs	[REDACTED]	1.0				1.0	-	12T Single Compaction Vehicle	Daf Chassis. Dennis Mini Olympus body
				7.5T Caged Tipper	[REDACTED]	6.0				3.0	3.0	7.5 Ton Cage with Tail Lift	Fuso Canter Hybrid Chassis. Tender for cage tipper body.
				Gully QCB	[REDACTED]	2.0				1.0	1.0	18T Gully Sucker (quick change body)	DAF LF1220 FA 4x2 18t Chassis with Auto Gearbox provided with Whale Tanker Body & Econ-gritter Body
				Graffiti Vehicle	[REDACTED]	1.0				0.5	0.5	3.5 Ton panel van with Tail Lift	Euro6 Sprinter Chassis.
		[REDACTED]	Hi-Ab vehicle	[REDACTED]	1.0			0.5	0.5	18T Hiab Tipper	DAF LF1220 FA 4x2 18t Chassis With Auto Gearbox. Chassis D Hiab Drop-side Tipper Demount		

			18T Gully QBC - SPARE		1.0			0.5	0.5		
			Winter gritting vehicles - 18T		4.0			2.0	2.0	18T Conventional Gritter	DAF Chassis. Econ Spreader
			<u>Containers</u>								
			Bin - 240L		9,927				9,927		
			Box - 56L		62,025				62,025		
			Bin - 140L		156				156		
			Bin - 360L		37				37		
			Bin - 660L		8				8		
			Bin - 1100L		55				55		
			Bin - 1280L		13				13		
			Caddy - 7L		82,327				82,327		
			Caddy - 23L		62,025				62,025		
			<u>ICT</u>								
			MIMS - CRM CIS Interface Development		2.0			1.0	1.0		
			WIMS - P177 Licence		2.0			1.0	1.0		
			Depot Hardware / Infrastructure / Telephone System		1.0	45%	8%	23%	23%		
			<u>Depot refurbishment</u>								
			Depot refurbishment		1.0	45%	8%	23%	23%		
ROUND 2	03 March 2018	Total Payment:	<u>Street cleaning vehicles</u>								
		Croydon	Large Mechanical Sweeper		3.0		3.0			16t Truck Mount Sweeper	Scarab Magnum Hydrostatic Sweeper. Daf Sweeper Prep Chassis

		Kingston	-	Small Mechanical Sweeper		8.0	8.0				Compact Sweeper	Johnston CN201 4.5 tonne GVW
		Merton	-	GEMs		2.0	2.0				12T Single Compaction Vehicle	Daf Chassis. Dennis Mini Olympus body
		Sutton	-	7.5T Caged Tipper		16.0	16.0				7.5 Ton Cage with Tail Lift	Fuso Canter Hybrid Chassis. Tender for cage tipper body.
				Graffiti Vehicle		1.0	1.0					
ROUND 3	01 October 2018	Total Payment:		<u>Waste Collection vehicles</u>								
		Croydon		Standard RCV 26t		15.0	9.9		5.1		26T Low Entry Cab. Single Compartment 21m3 Body. Split Hydraulic Binlift	Dennis Elite6. 6x2 RS. OL21W Terberg OmniDEL
		Kingston		Split Body RCV 26t		20.0	12.5		7.5		26T Low Entry Cab. 35/65 Split Compartment 21m3 Body. Split Hydraulic Binlift	Dennis Elite6. 6x2 RS. OLTP22 Terberg OmniDEL Triple
		Merton		Split Body RCV 16t		1.0	0.5		0.5		16T Split Body. Bar lift	NTM K-Maxi 2K 70/30 split. DAF LF220 FA 16T 4x2. Integral Bar lift
		Sutton		Garden waste kit		3.0	2.0		1.0		0	Green waste Kit Narrow Side Only
				Duo RCV 26t		5.0	2.8		2.2		26T Low Entry Cab. Duo. Approx 5m3 Food Pod. Single Compartment 13m3	Dennis Elite6. 6x2 RS. OL13W Terberg OmniDEL. Terberg TD3 TL 4.8m3 Top Discharge Pod
				One pass RCV 16t		1.0	0.5		0.5		16T One pass Body	NTM K-Maxi FK 2K 70/30 split. DAF LF220 FA 16T 4x2. Integral Bar lift
				Caged 7.5t		1.0	0.5		0.5		7.5 Ton Cage with Tail Lift	Fuso Canter Hybrid Chassis. Tender for cage tipper.
				Boxed 7.5t		1.0	-		1.0		7.5 Ton Boxed Vehicle with Tail Lift	Fuso Canter Hybrid Chassis. Transload Box.
				<u>Containers</u>								
				Bin - 240L		271,470	137,923		133,548			
				Bin - 360L		9,956	5,660		4,296			
ROUND 4	01 April 2019	Total Payment:		<u>Street cleaning vehicles</u>								
		Croydon		Large Mechanical Sweeper		1.0			1.0		16t Truck Mount Sweeper	Scarab Magnum Hydrostatic Sweeper. Daf Sweeper Prep Chassis

		Kingston	[REDACTED]	Small Mechanical Sweeper	[REDACTED]	3.0										Compact Sweeper	Johnston CN201 4.5 tonne GVW
		Merton	[REDACTED]	GEMs	[REDACTED]	-										12T Single Compaction Vehicle	Daf Chassis. Dennis Mini Olympus body
		Sutton	[REDACTED]	7.5T Caged Tipper	[REDACTED]	7.0										7.5 Ton Cage with Tail Lift	Fuso Canter Hybrid Chassis. Tender for cage tipper body.
			[REDACTED]	Gully QCB	[REDACTED]	1.0										18T Gully Sucker (quick change body)	DAF LF1220 FA 4x2 18t Chassis with Auto Gearbox provided with Whale Tanker Body & Econ-gritter Body
			[REDACTED]	Winter gritting vehicles - 7.5T	[REDACTED]	2.0											
			[REDACTED]	Winter gritting vehicles - 18T	[REDACTED]	3.0										18T Conventional Gritter	DAF Chassis. Econ Spreader
ROUND 5	01 April 2022	Total Payment:	[REDACTED]	<u>Street cleaning vehicles</u>	[REDACTED]	9.0											
		Croydon	[REDACTED]	Small Mechanical Sweeper	[REDACTED]												
		Kingston	[REDACTED]		[REDACTED]												
		Merton	[REDACTED]		[REDACTED]												
		Sutton	[REDACTED]		[REDACTED]												
ROUND 6	01 September 2022	Total Payment:	[REDACTED]	<u>Waste Collection vehicles</u>	[REDACTED]												
		Croydon	[REDACTED]	Boxed 7.5t	[REDACTED]	1.0											
		Kingston	[REDACTED]	Garden waste kit	[REDACTED]	1.0											
		Merton	[REDACTED]		[REDACTED]												
		Sutton	[REDACTED]	<u>Containers</u>	[REDACTED]												
			[REDACTED]	Bin - 240L	[REDACTED]	2,641											
ROUND 7	03 March 2023	Total Payment:	[REDACTED]	<u>Street cleaning vehicles</u>	[REDACTED]	8.0											
		Croydon	[REDACTED]	Small Mechanical Sweeper	[REDACTED]												
		Kingston	[REDACTED]		[REDACTED]												

	Merton	Sutton																		
	-	-																		

SCHEDULE 15

Service User Procedure

1 DEFINITIONS

1.1 For the purposes of this **Schedule 15** (Service User Procedure), the following expressions shall have the meaning hereby ascribed to them:

Compliment	means a Service User statement of positive recognition or praise for a service or individual.
Simple Service Request	means a request for Services made by a resident in person, over the telephone, by email, or using the Council's website which is capable of being resolved without any further investigation.
Complex Service Request	means any service request that includes any investigation over and above a Simple Service Request.
Formal Complaint	means any statement or complaint made by a Service User identified by the Service User Contact Centre operator as a 'Formal Complaint', or stated by the Service User to be a 'Formal Complaint', and recorded as such.
Service Request	means a Simple Service Request or a Complex Service Request.
Stage 1 Complaint	means any Formal Complaint designated to be a 'Stage 1' complaint in accordance with the relevant Borough's complaints procedure.
Stage 2 Complaint	means any Formal Complaint designated to be a 'Stage 2' complaint in accordance with the relevant Borough's complaints procedure.

2 GENERAL

Enquiries from Councillors and Members of Parliament

2.1 From time to time, the Borough(s) may receive an enquiry from a Councillor or a Member of Parliament in respect of the Contractor, this Contract or the Services (the "**Enquiry**"). In the

event that the Contractor directly receives an Enquiry, then it shall promptly notify the relevant Borough.

- 2.2 The relevant Borough may discuss an Enquiry with the Contractor (if the Borough deems this necessary), and the Borough may notify the Contractor that information or action is required as a result of such Enquiry. The Contractor shall provide any such information requested, or shall undertake any such action required, as soon as possible, and within five (5) Business Days of such notice.

Persistent and/or vexatious complaints

- 2.3 **Appendix 1** (Borough Procedures for Persistent and/or Vexatious Complaints) to this **Schedule 15** (Service User Procedure) sets out the Boroughs' procedures for dealing with persistent and/or vexatious complaints. From time to time, the Contractor may be required to assist the Boroughs in the implementation of such procedures.

- 2.4 In the event that the Contractor identifies a potential persistent and/or vexatious complainant, then it shall promptly notify the relevant Borough.

Service Requests, Formal Complaints and Compliments not relating to this Contract

- 2.5 In the event that a Service Request, Formal Complaint or Compliment is made directly to the Contractor or the Staff that does not relate to the Contractor, this Contract or the Services, then the Contractor shall, and shall procure that the Staff shall, advise the Service User to contact the relevant Borough directly (and the Contractor shall ensure that all Staff receive appropriate training on this procedure). In addition, the Contractor shall promptly notify the relevant Borough of such Service Request, Formal Complaint or Compliment, providing the Borough with as much information as is reasonably practicable in the circumstances.

3 MAKING A SIMPLE OR COMPLEX SERVICE REQUEST, A COMPLAINT OR A COMPLIMENT

Summary of the Procedure

- 3.1 Service Users may make a Service Request, Formal Complaint or a Compliment using a variety of methods. Each Borough will log any Service Request, Formal Complaint or a Compliment it receives on its CRM system.

- 3.2 In the event that a Service Request, a Formal Complaint or a Compliment is made directly to the Contractor or a Contractor Related Party, then the Contractor shall immediately make a record of this on the relevant Borough's CRM system. This shall be managed through the integration of each Borough's CRM system with the Contractor's system (ECHO).
- 3.3 In the event that a Service Request, a Formal Complaint or a Compliment is made to the Staff, then the member of Staff shall inform the Service User of the formal procedure for making such Service Request, Formal Complaint or Compliment (and the Contractor shall ensure that all Staff receive appropriate training on this Service User Procedure).
- 3.4 The Contractor will be required to send draft responses to the relevant Borough's Service User Contact Centre, who will send the final response to the Service User. Draft responses must address all points relating to the Services raised in the Service Request and accurately reflect activities undertaken by the Contractor in relation to the Service Request, and shall be provided in a suitable format to be sent to the Service User. Once the Contractor has completed and sent the draft response to the relevant Borough's Service User Contact Centre, it shall update the relevant Borough's CRM system accordingly.
- 3.5 In the event that a Borough's CRM system is unavailable for any reason, the Contractor shall make a record of each update in relation to all Service Requests, Formal Complaints and Compliments as set out within this schedule, and provide this to the Authorised Officer by means of the process which shall be agreed between the parties at the time.

4 SIMPLE AND COMPLEX SERVICE REQUESTS

All Service Requests

- 4.1 Service Requests are typically acknowledged within two (2) Business Days of first receiving notification. The date/time at which a Service Request is acknowledged shall be noted on the relevant Borough's CRM system.
- 4.2 All Service Requests must be resolved by the Contractor within the timeframes specified within this procedure.
- 4.3 Service Requests must be actioned by the Contractor in accordance with the Lot 1 Specification and Schedule 4 (Service Delivery Plan); the time period in which a Service Request must be actioned shall commence on the date/time at which the Service Request is notified to the Contractor.

- 4.4 Once the Contractor has completed the Service Request, it shall update the relevant Borough's CRM system accordingly.
- 4.5 In the event that a response to a Service Request to a Service User is deemed necessary, and such response is supplied by the Contractor, then the Contractor must ensure that records are kept of the date, time and outcome of the response and this must be recorded on the relevant Borough's CRM system.

Complex Service Requests

- 4.6 Subject to paragraph 4.7 below, investigation and any follow-up actions (including providing a full response detailing these actions and outcome, where appropriate) required as a result of a Complex Service Request must be completed within five (5) Business Days of receipt of the Complex Service Request.
- 4.7 In the event it is not possible to conclude the investigation and any follow-up actions required as a result of a Complex Service Request within five (5) Business Days, the Contractor shall inform the Service User (via the initial method of communication except where an alternative method of communication has been agreed with the Service User) and the relevant Borough of the reasons for the delay and the expected response date. Such expected response date must be within twenty (20) Business Days of the Complex Service Request being made. At each stage, the Contractor shall immediately update the relevant Borough's CRM system.

5 FORMAL COMPLAINTS: STAGE 1 COMPLAINTS

Acknowledging the Formal Complaint

- 5.1 Formal Complaints are typically acknowledged within two (2) Business Days of first receiving notification. The date/time at which a Formal Complaint is acknowledged shall be noted on the relevant Borough's CRM system (the "**Reference Date**").

Dealing with a Service Request relating to a Formal Complaint

- 5.2 Any element of the Formal Complaint relating to a Service Request must be dealt with as quickly as possible and in any event within two (2) Business Days of the Reference Date.

Responsibility for resolving the Stage 1 Complaint

- 5.3 Stage 1 Complaints are the responsibility of the Contractor to resolve. This will include Stage 1 Complaints made by Service Users to the Boroughs about the Contractor, and/or by any Service User about the Services.

Respond within 10 working days

- 5.4 The Contractor must resolve the Stage 1 Complaint and send a response to the relevant Borough Service User Contact Centre within ten (10) Business Days of the Reference Date. The final response may be sent to the Service User via the initial method of communication as that in which the Stage 1 Complaint was made, except where an alternative method of communication has been agreed with the Service User. The Stage 1 response should advise the Service User of their rights to escalate their Stage 1 Complaint to a Stage 2 Complaint, in line with the relevant Borough's complaints procedure. The response to a Formal Complaint including the date/time and method of communication shall be noted on the relevant Borough's CRM system.

Delay to expected response

- 5.5 In the event it is not possible to conclude the investigation and any follow-up actions required as a result of a Stage 1 Complaint within ten (10) Business Days of the Reference Date, the Contractor shall inform the relevant Borough Contact of the reasons for the delay and the expected response date. Such expected response date must be within twenty (20) Business Days of the Stage 1 Complaint being made. At each stage, the Contractor shall immediately update the relevant Borough's CRM system.

6 FORMAL COMPLAINTS: STAGE 2 COMPLAINTS

- 6.1 If, within twenty eight (28) Business Days (or such other timeframe accepted by the relevant Borough due to mitigating circumstances) of receiving a response pursuant to paragraph 5, a Service User is not satisfied that all aspects of their Formal Complaint have been addressed and the Service User wishes to escalate their Formal Complaint, then the Service User may notify the Contractor and/or the Boroughs stating which aspects of the response they are dissatisfied with and their desired outcome (and the Service User may provide additional or further information). For clarity, the process for escalating a Stage 1 Complaint to a Stage 2 Complaint shall be set out within each Borough's standard template, which shall be provided to the Contractor.

6.2 Following notice from the Service User in accordance with paragraph 6.1, the Borough shall update its CRM system. In the event that the Contractor is the direct recipient of such notice, the Contractor shall immediately notify the relevant Borough and update the relevant Borough's CRM system.

6.3 Following the updating of its CRM system in accordance with paragraph 6.2, the relevant Borough shall undertake an investigation to determine whether a Stage 1 Complaint should be progressed to a Stage 2 Complaint (and this determination shall be solely at the Borough's discretion). The Borough's investigation may also look at clusters of Service Requests or Stage 1 complaints about a particular issue in order to identify potential improvements to Borough services. Where appropriate, the Borough's investigating officer may instruct the Contractor to conduct an investigation and/or contribute to its investigation and/or its response to the Service User. The Contractor shall promptly provide the investigating officer with access to any information or officers required to complete the investigation.

7 URGENT OR EXCEPTIONAL CASES (INCLUDING REFERENCES TO THE LOCAL GOVERNMENT OMBUDSMAN)

7.1 In the event that the Borough deems that a particular Service Request or Formal Complaint is urgent or exceptional, or that completing the relevant Borough's complaints procedure would be detrimental to the Service User, or where it is clear that the complaint cannot be resolved by the Borough, then the Borough may notify the Contractor that the procedure set out in this Schedule 15 (Service User Procedure) shall not be followed or shall be amended. This may also be the case in the event that a Service User complains to the Local Government Ombudsman ("LGO"), or if an early referral is made to the LGO by the Borough's Chief Executive.

8 SUMMARY OF INDICATIVE TIMESCALES

Stage	Timescale	Responsibility	Response Agreed by
Acknowledgement of Service Request	2 Business Days	Borough	N/A
Resolution of Service Request	Timescales as set out within Schedule 1 (Lot 1 Specification) and Schedule 4 (Services Delivery Plan)	Contractor	N/A

Response to Complex Service Request and recording on CRM system	5 Business Days	Contractor	Borough
Stage 1 Complaint Acknowledgement	2 Business Days	Borough	N/A
Stage 1 Complaint Response	10 Business Days	Contractor	Borough
Request to escalate to Stage 2 Complaint	28 Business Days or as otherwise specified by the Borough	Service User	N/A
Stage 2 Complaint Response	20 Business Days	Borough <i>Contractor to promptly provide necessary information and resources as required by the Borough</i>	Borough
Urgent/exceptional cases	Depends on the circumstances	Borough	Borough
Local Government Ombudsman	As directed by the LGO (usually 20 Business Days)	LGO	LGO

9 REPORTING REQUIREMENTS

- 9.1 The Contractor shall report performance against this Service User Procedure and provide a weekly summary of Service Requests, Formal Complaints and Compliments received in accordance with Schedule 6 (Reporting Requirements).

APPENDIX 1

Borough Procedures for Persistent and/or Vexatious Complaints

1 CROYDON

Croydon's procedure as updated from time to time. As at the Contract Date, Croydon's procedure is as set out below:

Policy and procedure for persistent and vexatious complainants

Contents

1.	Introduction	2
2.	Persistent and vexatious complaint policy.....	3
3.	Persistent and vexatious complaint procedure.....	6
4.	Links with other policies and procedures.....	7
	Equality and diversity.....	
	Red Files.....	
	Harassment and bullying.....	
5.	Contact information	8

1. Introduction

- 1.1 A very small minority of customers make or pursue complaints in a persistent or vexatious way which can either slow down the investigation of their complaint or can have significant resource issues for us. This policy is to ensure unreasonable and unreasonably persistent complainants are dealt with fairly. It sets out clearly for staff and complainants what is expected of them, what they can do, and who can authorise actions. It will help us assess and monitor how we deal with and respond to unreasonable and unreasonably persistent complainants.
- 1.2 In considering when to use this policy it is critical that we firstly consider and ensure we understand a customer's circumstance, how and why they feel as they do and what it is that would resolve the matter for them. We must be sure that we have given them the right opportunity to express their views and opinions and that we have listened and given appropriate thought and effort to resolving and explaining the position and our actions.
- 1.3 If a customer's behaviour adversely affects the Council's ability to do its work and provide services to others, such behaviour may need to be addressed by restricting contact with the Council.
- 1.4 The final decision to restrict a customer's access to our offices and officers can only be taken by the complaint resolution team in consultation with service directors. Before deciding whether the policy should be applied the service director and the complaint resolution team should be satisfied that:
 - the complaint is being or has been investigated properly;
 - any decision reached has been reviewed and is found to be appropriate;
 - communications with the complainant have been adequate; and
 - the complainant is not now providing any significant new information that might affect our view on the complaint.

2. Persistent and vexatious complaint policy

- 2.1 A vexatious complainant is someone who contentiously raises a complaint, **without grounds**, in order to cause annoyance or disruption.

2.2 A persistent complainant is someone who contacts the Council and raises the same complaint or similar complaints many times. Many times is defined as **more than three separate occasions**. This could be regardless of whether the complaint has been dealt with.

2.3 Examples of persistent and vexatious behaviour are as follows:

- Persistently approaching the Council through different routes about the same issue;
- Persistently seeking an outcome which we have already explained is unrealistic for policy, legal or other valid reasons;
- Complaining about or challenging an issue based on a historic and/or irreversible decision or incident;
- Making an unreasonable number of contacts with the Council, by any means, in relation to a specific complaint or complaints;
- Making persistent and unreasonable demands or expectations of council staff and/or the complaint process after the unreasonableness has been explained to the complainant (an example of this could be a complainant who insists on immediate responses to numerous, frequent and/or complex letters, faxes, telephone calls or emails);
- Adopting an excessively 'scattergun' approach, for instance, pursuing a complaint or complaints not only with the Council but at the same time with a Member of Parliament, other councils, elected members of this and other councils, the council's independent auditor, the Standards Committee, the police, solicitors and the Local Government Ombudsman (LGO);
- Refusing to specify the grounds of a complaint despite offers of assistance;
- Refusing to co-operate with the complaints investigation process while still wishing their complaint to be resolved;
- Refusing to accept that issues are not within the remit of the corporate complaints policy and procedure despite having been provided with information about the scope of the policy and procedure (eg parking tickets and planning appeals);
- Refusing to accept that issues are not within the power of the Council to investigate, change or influence (examples could be a complaint about a private car park, or something that is the responsibility of another organisation);
- Insisting on the complaint being dealt with in ways which are incompatible with the corporate complaints policy and procedure or with good practice (e.g. insisting that there must not be any written record of the complaint);
- Refusing to accept the outcome of the complaint process after its conclusion, repeatedly arguing the point, complaining about the outcome and /or denying that an adequate response has been given;
- Making the same complaint repeatedly, perhaps with minor differences, after the complaints procedure has been concluded and insisting that the minor differences makes these 'new'

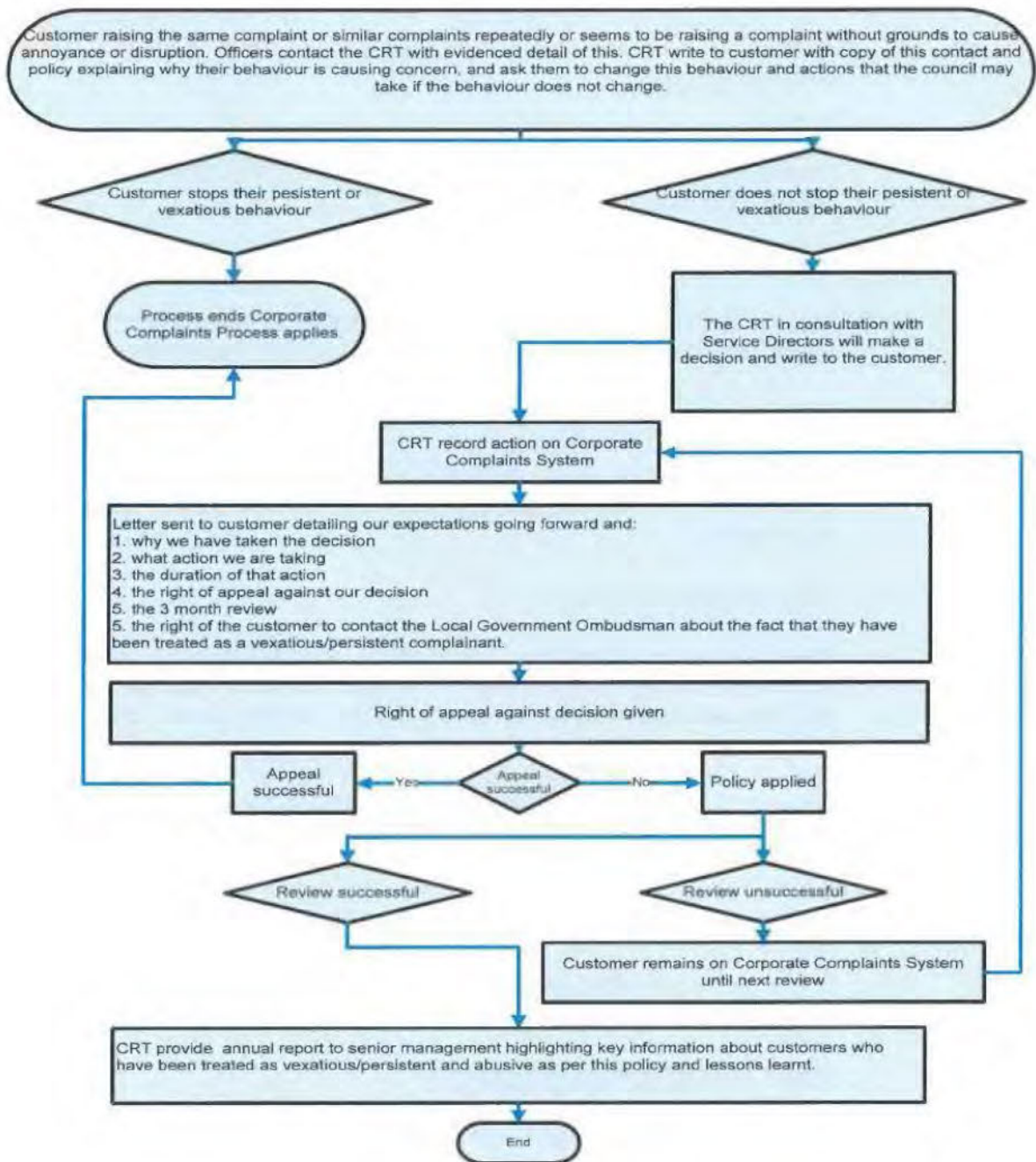
- complaints which should be put through the full corporate complaints procedure; and
 - Combinations of some or all of the above features.
- 2.4 Some individuals that staff may consider to be vexatious or persistent complainants may be behaving as such because of a specific circumstance or difficulty such as mental health problem. Where this is indicated any concerns that staff may have about a customer's vulnerability must be raised immediately with the Head of Service in line with any policies relating to this. If the complainant has special needs, an advocate might be helpful to both parties.
- 2.5 Based on the circumstances and behaviour of the customer and their complaint, restrictive actions will be tailored accordingly.
- 2.6 Actions that could be taken to restrict access and contact:
- Requesting contact in a particular form only (e.g. letters only);
 - Placing restrictions on telephone calls to specific times and days of the week;
 - Requesting that the customer enters into a contact agreement for their future contact with the Council;
 - Placing restrictions on the amount of time officers will spend investigating their complaints;
 - Where relationships have broken down, requesting that the customer uses an appropriate advocate to act and contact the Council on their behalf;
 - Banning the complainant from sending emails to some or all council officers and insisting they only correspond by letter or a designated email contact;
 - Banning the complainant from using any of the council's services such as libraries or sport centres;
 - Banning the complainant from visiting any council building except by appointment;
 - Requiring contact to take place with one named member of staff only;
 - Restricting telephone calls to specified days/times/duration (this may also include installing Witness, call recording software used in the call centre, to record conversations, with the customer being made aware of this);
 - Requiring any face to face contact to take place in the presence of an appropriate witness; and
 - Letting the complainant know that the council will not reply to or acknowledge any further contact from them on the specific topic of that complaint.
- 2.7 In some circumstances, the Council may decide that it is appropriate to severely reduce or completely stop responding to a particular customer.

- 2.8 The decision to restrict or stop a customer's access to the council's offices and officers can only be taken by the complaint resolution team in consultation with service directors.
- 2.9 The manager or complaint officer of the service area affected will contact the complaint resolution team to discuss why the complainant's behaviour is causing a concern, giving clear documented evidence to support this and outlining how the behaviour needs to change.
- 2.10 The complaint resolution team will send a letter to the customer, outlining the discussion which has taken place with the service manager (section 2.9) along with a copy of this policy and procedure. The letter will clearly explain to the customer the actions that the Council may take if their behaviour does not change.
- 2.11 If the behaviour continues, the complaint resolution team, in consultation with the relevant service director, will make a decision as to the action to take. A letter will then be sent to a customer outlining this decision. All letters will include:
- Why we have taken the decision we have;
 - What specific action we are taking;
 - The duration of that action;
 - The date of the three month review;
 - The customer's right to appeal against the decision to apply this policy; and
 - The right of the customer to contact the Local Government Ombudsman (LGO) about the fact that they have been treated as a vexatious/persistent complainant.
- 2.12 The decision made and letters sent will be logged on the Council's complaint system.
- 2.13 All customers have the right of appeal. All appeals will be heard by the director of customer services and head of customer strategy and development.
- 2.14 All decisions will be reviewed after three months. A letter will be sent to a customer after the review, outlining the decisions from the review.
- 2.15 The complaint resolution team will keep a record of all customers who have had this policy applied to them. Decisions taken under this policy are subject to the Data Protection Act principles and the Human Rights Act.
- 2.16 Where there are instances where the relationship between the Council and a customer who has been subject to this policy has broken down significantly, the matter can be referred to the LGO for them to consider before our own complaints procedures have been exhausted. Contact

details for the LGO are given in the final section of this policy (page seven).

- 2.17 The complaint resolution team will provide an annual report to senior management highlighting key information about customers who have been classed as vexatious/persistent as per this policy. This report will also include any lessons learned.

3. Persistent and vexatious complaint procedure



4. Link with other policies and procedures

4.1 Equality and cohesion policy statement

- 4.1.1 The Council is committed to eliminating discrimination in service delivery, procurement and employment on the grounds of race, gender, disability, sexual orientation, age, religion and belief.

- 4.1.2 The Council will monitor its activity to make sure this happens and take decisive action against those found to be in breach of the equality and cohesion policy.
- 4.1.3 The aim of the three monthly reviews, outlined in the persistent/vexatious complaint procedure aims to ensure that customers are not unfairly discriminated against.

4.2 Red Files

- 4.2.1 The Council's Red File Scheme and Procedure records and monitors details of known abusive, violent or harassing members of the public.
- 4.2.2 There may be times when there is an overlap between a customer being classified persistent/vexatious and a 'Red File'. Where this is the case, the complaint resolution team will highlight this with the relevant service manager, giving clear recommendations as to how to deal with the situation.

4.3 Harassment and bullying

Persistent and vexatious complainant behaviour may amount to bullying or harassment. All Council workers have the right to be treated with respect and dignity in the workplace. Behaviour by third parties that bullies, harasses or intimidates Council workers is unacceptable and will not be tolerated. The Council will take all reasonable steps to prevent such behaviour. Workers will be protected from victimisation after raising genuine complaints, whatever the outcome.

5. Contact information

- 5.1 For more help or information, customers and staff can contact the complaint resolution team.

Email: complaints@croydon.gov.uk

Telephone: 020 8726 6000 (ext.47015)

- 5.2 Contact details for the LGO are as follows:

Website: www.lgo.org.uk

Address:
Local Government Ombudsman
PO Box 4771
Coventry
CV4 0EH

Telephone: 0845 602 1983

2 MERTON

Merton's procedure as updated from time to time. As at the Contract Date, Merton's procedure is as set out below:

Complaints, Comments & Compliments Policy

1. INTRODUCTION

We welcome our customers' views and will use them to improve our services. The purpose of this policy is to provide a framework for dealing with complaints, comments and compliments. It explains our processes and our obligations to our customers and the role of the Local Government Ombudsman.

1.1 Aims

Merton Council aims to provide excellent services to all our customers, but occasionally things go wrong. Complaints help us to put things right and make sure the same mistake does not happen again.

Our corporate complaints policy aims to ensure that customers:

- know where and how to complain and have easy access to our complaints system;
- receive an acknowledgement and information on the progress of their complaint; and
- receive an appropriate response with prompt and adequate action when we have failed to provide a satisfactory service.

We aim to respond to customer feedback in a consistent and professional manner, and use complaints to shape our services by providing regular reports about the complaints we receive.

1.2 Merton Council's definitions of a complaint, a comment, and a compliment

A complaint is...	... an expression of dissatisfaction about the council's action or lack of action, or about the standard of a service, whether the action was taken by the council itself or a person acting on behalf of the council.
A comment is...	... a personal opinion or belief, feedback or remark expressed by a customer. Where the customer indicates they expect a reply, or where it is otherwise thought appropriate to do so, this should be dealt with as general correspondence.
A compliment is...	... defined as a customer statement of positive recognition or praise for a service or individual. Where appropriate officers may acknowledge compliments.

1.3 Scope of the complaints policy

There are a number of types of complaints that are not covered by this procedure; many relate to separate legal appeals processes, these include:

- complaints where the customer has started legal proceedings or has previously taken the matter to court or tribunal .
- appeals about planning decisions and enforcement are dealt with under the Town and Country Planning appeals procedure
<http://www.planningportal.gov.uk/planning/appeals/planninginspectorate>
- school admissions issues are dealt with by an Admission Appeal Panel
<http://www.merton.gov.uk/learning/schools/changingschool/admissions/admissionsappeals.htm>
- housing and council tax benefit appeals are dealt with by the Benefit Appeals Tribunal <http://www.merton.gov.uk/benefitsappeals>
- appeals relating to social care financial assessments are dealt with by the Financial Assessment Review and Appeals Procedure
<http://www.merton.gov.uk/living/care/financialassessment/fa-complaints.htm>
- appeals relating to Special Education Needs (SEN) provision are dealt with by their own appeals process
http://www.merton.gov.uk/learning/edinclusion/sen_guide_for_parents_careers.pdf
- complaints about parking penalties which are dealt with by their own appeals process <http://www.merton.gov.uk/living/transport-streets/parking/pcn/pcnappeals.htm>
- appeals relating to homelessness applications
<http://www.merton.gov.uk/living/housing/homelessness/rightsunderhomelessnesspersonslegislation.htm>
- complaints from members of staff (or potential members of staff) about personnel matters are dealt with through our grievance procedure
<http://intranet/councilwide/hr/peoplemanagement.htm> ;
- complaints by staff members about corporate support services, are dealt with through their Business Partner <http://intranet/departments/cs-index/cs-who/businesspartners.htm>
- complaints from contractors or potential contractors relating to the award of contracts are dealt with under the procurement process
<http://www.merton.gov.uk/working/businesssupport/procurement.htm>
- complaints from councillors about the conduct of staff should be directed to the relevant director or, if about a director, to the Chief Executive. Complaints from councillors as service users will be dealt with under this complaints policy.

This list is a guide and is not exhaustive. There are other issues we cannot investigate because there is a more appropriate body to deal with it. Where this is relevant we will advise you on the procedure. Some complaints which are covered by this policy follow different resolution processes. These are explained in section 3 of this policy.

Complaints may be linked to other processes such as legal proceedings, insurance claims or disciplinary proceedings. Sometimes it will not be possible to resolve the complaint whilst the proceedings are ongoing. Customers should be advised that any action may not be suspended during the investigation, but if a complaint is upheld we will reimburse or rectify the situation.

In addition, we will generally not investigate complaints relating to issues over 12 months old.

1.4 Complaints about policies

Many complaints are expressions of dissatisfaction with the council's policy in a specific service area, as opposed to the council's failure to meet its service standards. Such complaints should be treated as Stage 1 complaints as regards the level of officer conducting the response and the response timescale. A response should be sent explaining that the complaint made relates to a policy area, and that it cannot be pursued further through the complaints system. Customers should be provided with a copy of the policy together with details of how it was agreed. A copy of the complaint should be held on file by the service team and considered again when the policy is reviewed.

Customers may appeal against the decision to classify their complaint as a policy issue rather than a performance complaint, and this right should be made clear in the Stage 1 reply above. Any such appeal should be treated as a Stage 2 complaint.

2. MERTON'S COMPLAINTS PROCEDURE

2.1 Making a complaint

Customers can make a complaint in any way they choose, including:

- complaints form;
- by letter or e-mail; or
- via our website.

Customers may also make a complaint by telephone or in person, either to a council officer or by arranging a meeting with the complaints team. When a complaint is made verbally, the officer should record the details of the complaint and the outcome the customer is seeking. If the officer is able to quickly resolve the complaint themselves they should do so. Otherwise details of the complaint and the desired outcome should be agreed with the complainant and forwarded to the complaints team immediately.

The council has a central complaints team who manage this policy and oversee the complaints process. If it appears that the complaint may be resolved by a manager contacting the complainant directly it may be resolved as an "informal" complaint and logged as such by the complaints team. If the

complaint cannot be resolved within 48 hours of it being submitted, or if the complainant requests a formal investigation, the complaint will be dealt with under Stage 1 of this policy.

2.2 Stage 1 complaints

Stage 1 complaints will be acknowledged within 3 working days, this will include an explanation of the complaints process and the timescale for dealing with the complaint.

Stage 1 complaints will be investigated by a member of the service team and agreed by their service manager. Where the complaint names a member of staff they will be informed of the complaint and given the opportunity to comment, but will not be responsible for providing the response to the complainant. Where necessary the complaints team may request another service manager to provide an investigating officer.

Stage 1 complaints will be investigated and a response will be sent to the complainant within 20 working days. Where an email address has been provided a response will be sent by email unless a paper copy has been requested. Letters will be posted within 20 working days, although delivery dates may be later. Occasionally it may not be possible to conclude an investigation and respond within 20 working days. In these circumstances the investigating manager will inform the complainant of the reasons for the delay and the expected response date. Performance against the 20 working day target will be reported on a regular basis.

2.3 Stage 2 complaints

If a customer is not satisfied that all aspects of their complaint have been addressed and wishes to escalate it, the customer must inform the complaints team within 25 working days of receiving the response, stating what aspects of the response they are dissatisfied with and their desired outcome. Reasonable constraints to meeting this time limit, illness for example, will be taken into account. The customer should provide any additional or further information that may affect the outcome of the response.

Stage 2 of the complaints process may be instigated at the request of a complainant or the Head of Information. A Stage 2 investigation reviews the investigation and outcome of a Stage 1 complaint. A Stage 2 investigation may also look at clusters of informal or Stage 1 complaints about a particular service issue to identify potential improvements to council services.

Stage 2 investigations will be conducted by a member of the complaints team. In some service areas, where appropriate the member will direct a senior manager in the service to conduct/prepare the response. The investigator will have access to any information or officers required to complete the investigation. Stage 2 responses will be agreed with the Assistant Director or Director of the service.

Stage 2 investigations will usually be completed within 25 working days. Occasionally it may not be possible to conclude an investigation and respond

within 25 working days. In these circumstances the complaints team will inform the complainant of the reasons for the delay and the expected response date. Performance against the 25 working day target will be reported on a regular basis. A log of Stage 2 recommendations will be maintained by the complaints team who will report to the Chief Executive on their implementation.

2.4 The Local Government Ombudsman

In the event that a customer is still not satisfied that we have resolved their complaint after proceeding through the complaints procedure, they can complain to the Local Government Ombudsman (LGO). The LGO is an independent national service that investigates complaints of injustice arising from maladministration by the council. Customers can complain to the LGO at any time, but they will usually refer a complaint back to the council if it has not been through all stages of the complaints procedure.

There are some urgent or exceptional cases where the council may decide that completing the council's own procedure would be detrimental to the customer, or where it is clear that the complaint cannot be resolved by the council. In these circumstances an early referral may be made to the Ombudsman by the Chief Executive.

The LGO can be contacted at:
 Local Government Ombudsman
 PO Box 4771,
 Coventry
 CV4 0EH

The LGO has a leaflet called '*Complained to the council? Still not satisfied?*'. Customers can get a copy of the leaflet from the complaints team, by telephoning or writing to the address above, or they can download it from the LGO's website at www.lgo.org.uk. If customers need further advice they can ring the LGO's Adviceline on 0845 602 1983.

Responding to a complaint

Stage	Timescale	Response prepared by	Response agreed by
Stage 1	20 working days	Service Team Member	Service Manager
Stage 2	25 working days	Complaints Team/Senior Team Member	Assistant Director / Director
Local Government Ombudsman	Directed by LGO	Complaints Team/Service Manager	Chief Executive

2.5 Equalities issues in making a complaint

We will make all reasonable efforts to ensure that customers with particular needs such as physical or sensory impairment, learning disabilities and customers who are less familiar with English have full access to the complaints process. Forms may be provided in large print, Braille, audio, and translated into community languages as required. Forms in the more commonly requested languages are available on our website.

In some circumstances the council will offer face-to-face support or advocacy to those who may need help in making a complaint. Merton encourages people to seek support from friends and other representatives, and the council will assist people in finding such support where possible, for example via Merton Link www.merton.gov.uk/contact/mertonlink.htm , Merton's Citizens Advice Bureau www.mertoncab.org.uk or Merton's Translation Service www.merton.gov.uk/community/transandint.htm .

2.6 Making a complaint on behalf of someone else

For reasons of customer confidentiality, the council will only accept complaints from a representative under certain conditions.

Either:

- where the council is sure that the service user has consented, either verbally or in writing
- where the complaint is made on behalf of a child by their parent or guardian
- where the complaint is made by an elected representative acting on their constituents behalf

or:

- where the service user cannot complain unaided and cannot give consent because they lack capacity within the meaning of the Mental Capacity Act 2005,

and

- the representative is acting in the service user's best interests – for example, where the matter complained about, if true, would be detrimental to the service user.

2.7 Confidentiality

Merton respects the privacy of information supplied through the complaints process, and we use it to improve our services and resolve complaints. If a formal complaint is made against a member of staff they will be given the opportunity to comment. The council provides some services in partnership with other organisations and it may be necessary to share information with our partners to resolve the complaint.

Anonymous complaints will be considered under the complaints policy and any anonymous complaint or comment that relates to vulnerable people or those who might be at risk will be investigated and acted upon immediately. However, in some circumstances it may not be possible to investigate an

anonymous complaint. If a customer has concerns about giving their name they can speak to a member of the complaints team who can answer any questions about how the complaint will be handled.

If you have concerns about fraud, abuse or other serious wrongdoing you can raise it through the Whistleblowing Policy.

<http://www.merton.gov.uk/council/departments/corpresources/auditrisk.htm>

Please note that the Whistleblowing Policy does not apply to concerns raised about the complaints process. These complaints may be raised directly with the Local Government Ombudsman.

2.8 Putting things right

Where we have made mistakes or failed to meet our service standards, the council will try to put the complainant back in the position they would have been in before things went wrong. Some complaints may be resolved by correcting our mistakes. In other cases, we may consider a change of procedures to prevent future difficulties of a similar kind, either for the individual customer or for citizens generally. Where the customer has sustained loss or suffering, Section 92 of the Local Government Act 2000 gives councils a general power to take remedial action, including paying compensation.

In cases where the LGO has recommended redress, the council is committed to following the advice and timescales of the LGO to the best of its ability, but reserves the right to appeal against the LGO's judgments. By offering a solution the council does not necessarily accept that it has acted inappropriately. Section 2 of the Compensation Act 2006 makes it clear that an apology in itself does not amount to an admission of negligence or breach of statutory duty.

3. COMPLAINTS WHERE DIFFERENT PROCEDURES APPLY

3.1 Complaints of discrimination and harassment

We have a strong commitment to providing a fair and equal service, ensuring that residents are treated equally and that equality of opportunity exists without discrimination, irrespective of gender, race, disability, religion or belief, sexual orientation or age.

If the complainant or officers believe that a complaint involves discrimination or harassment it must be referred to the Head of Information, who will consider the action to be taken in consultation with the Equalities and Community Cohesion Officer. Complaints of discrimination or harassment will be monitored and reported upon.

3.2 Complaints by children

Complaints by or on behalf of children under 16 years of age will be handled in line with the Children Act 1989 Representations Procedure (England) Regulations 2006. The council will provide advocacy services and specialist advice for children making complaints. The council will also provide specialist

help and assistance to children in care, and ensure that they are aware of their rights under the complaints procedure. The children's complaints procedure will be published on our website and in hard copy

Children's Social care	Timescale	Response prepared by	Response agreed by
Stage 1	10 working days	Unit/Team Manager	Service Manager/ Head of Service
Stage 2	25 working days	Appointed Investigating Officer	Head of Service/ Director
Stage 3	30 working days	Independent Review Panel	Chair of Review Panel
Ombudsman	Directed by LGO	Investigating team	Investigating officer

3.3 Adult Social Care complaints

Adult Social Care complaints are dealt with under the Local Authority Social Services and NHS Complaints Regulations 2009. These regulations mean that the council has a one stage process for Adult Social Care complaints. The council will provide advice and support and work with complainants and Social Care providers to find effective and swift resolution to complaints.

Adult Social Services	Usually 25 working days but this may be extended where necessary.	Officer/Team Manager	Head of Service and Director. Follow up call by complaints officer to ensure customer satisfaction.
Local Government Ombudsman	Directed by LGO	CSO/ Investigating team	Director and Chief Executive

3.4 Complaints about schools

A complaint about a school must be directed to the school in the first instance, and dealt with according to the relevant school's complaints procedure (<http://www.merton.gov.uk/learning/schools/schoolsdirectory.htm>). If the customer is not satisfied with the outcome, a complaint can be made to the council. This will usually be treated as a Stage 2 complaint under the council's corporate procedure. If unresolved at Stage 2 the complaint may then be progressed to the Department for Education.

Academies operate independently of local authorities, and we cannot investigate complaints about them. If you have a complaint about an academy that you have been unable to resolve you should generally contact

the [Young People's Learning Agency](http://www.ypla.gov.uk/) (<http://www.ypla.gov.uk/>). (The YPLA is replaced by the Education Funding Agency from 1 April 2012 www.education.gov.uk) If however, your complaint is about school admissions or a permanent exclusion, and relates to an academy that has converted from a maintained school during the admissions process (or after an exclusion appeal has been heard), please contact the council.

If your complaint is about an independent or boarding school you should follow its complaints procedure through the governing body. If you are still dissatisfied after this, you can pursue matters relating to your contract with the school through the courts. If your complaint is that the school is not complying with legal regulations governing independent schools, you can contact Department for Education public enquiries on 0370 000 2288 from 9am to 5pm Monday to Friday, or at registrationenquiries@education.gsi.gov.uk. The Department is happy to take information from you, but will not investigate individual complaints, only look at regulatory issues.

3.5 Constitutional and governance complaints

Complaints that officers or councillors have failed to act within the council's constitution, or have failed to act with due legal or financial propriety in the performance of their duties should be recorded and immediately passed to the Monitoring Officer, who will acknowledge the complaint and co-ordinate a response within statutory timetables. Any further correspondence received by officers on such matters should be passed directly to the Monitoring Officer.

3.6 Complaints about services provided by contractors

Where services are contracted out, for example leisure centres or residential homes, responsibility at Stage 1 rests with the providing organisation. Stage 2 complaints will be dealt with by the council. These arrangements should be reflected in contracts. Stage 1 complaints about contractors made directly to the council will be passed on to the relevant organisation. Complaints about Social Care providers will be handled in accordance with the Local Authority Social Services and NHS Complaints Regulations 2009. The council will seek consent to pass the complaint to the provider and, where the complaint relates to the council and the provider, coordinate the response to the complainant.

3.7 Complaints about partner organisations

Stage 1 complaints about partners made directly to the council will be referred to the relevant organisation to deal with via their own complaints policies. However, if the complaint relates to service delivery by a partner who is acting as a contractor to the council this will be dealt with as per 3.6 above.

3.8 Petitions

Petitions are not be dealt with through the corporate complaints procedure. They may be submitted online via <http://www.merton.gov.uk/council/getinvolved/petitions.htm> or by post to the Head of Democracy Services or in person to your local ward councillor.

4 COMPLAINTS PERFORMANCE - MONITORING AND REPORTING

4.1 Information to be recorded

The Information Team will record the following information with regard to complaints:

- The number of complaints, Member enquiries and FoIA requests received by different service areas.
- The issues complained about.
- Whether the complaint involves discrimination or harassment.
- The name and correspondence address of the customer, unless they wish to remain anonymous.
- The geographic location of the complaint (where appropriate).
- The length of time taken to respond to the complaint, compared with the timescales set out in this policy.
- Whether the complaint was upheld.

4.2 Monthly monitoring

On a monthly basis the Information Team will submit the following data to the Divisional Management Teams and the Chief Executive

- The total number of complaints received at each stage.
- The number of complaints responded to within the appropriate time period at each stage during the month.
- The divisions and issues that were the subject of the complaints at each stage.
- The numbers of complaints upheld.

4.3 Annual monitoring

On an annual basis the Information Team will survey a representative sample of people who have made complaints to understand their experience of this policy and identify any issues or improvements that can be made. An annual report will be submitted to CMT and Members. The report will contain the following information:

- Analysis of monthly and annual trends in the number, subject, and level of complaints.
- Analysis of equalities information and how it relates to the nature and subject of complaints.
- Analysis of the percentage of complaints, Member Enquiries and Freedom of Information Act requests responded to within the appropriate timescale, and the average time taken to respond to such requests.
- Evidence of action taken by departments to learn from complaints received and trends in those complaints.

3 SUTTON

Sutton's procedure as updated from time to time. As at the Contract Date, Sutton's procedure is as set out below:

PART 5 COMPLAINTS PROCEDURE

This document describes briefly the how the Council deals with complaints.

The complaints procedure aims to provide a clear, simple and straightforward means by which all service users can make complaints. We can provide information in different languages and media.

DEFINITION

There is no standard definition of a complaint. The Council uses the following definition:

“A complaint is an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the Council, their staff or contractors employed by the Council, affecting a member or group of members of the public.”

A complaint will usually require an investigation by the Council.

The following requests are not classified as complaints:

- Requests for a service
- Requests for information
- Request for an explanation of Council policy or practice

Some complaints are covered by statutory, regulatory or other procedures. We will not consider these under the Council's complaints system. The complaints system specifically **EXCLUDES** the following matters:

LEGAL MATTERS - issues that involve a legal action by, or against, the Council.

INSURANCE MATTERS - issues that involve an insurance claim against the Council or its insurers.

STATUTORY, REGULATORY OR OTHER PROCEDURES including:

Admissions to schools

Complaints about decisions to place a child on the Child Protection Register

Childcare matters such as Court decisions and care proceedings

Childminders and residential care and nursing homes - decisions on appeals against failure to register and against decisions to deregister

Community Services social services complaints

Objections to planning applications

Complaints that Headteachers and Governing Bodies of schools consider, including nursery admissions

Council Tax and Housing Benefit determinations

Complaints about Councillors

Enforcement procedures for which there is a right of appeal

Further Education Awards

Licensing and registration - appeals against refusals, revocations or conditions attached

Parking charges

Planning decisions, applicant's right of appeal

Right to Buy Valuation re-determinations

Special Educational Needs - decisions on statutory assessment

Staff matters covered by the grievance, disciplinary and recruitment and selection procedures

Statutory Landlord and Tenant matters.

The Council's complaints system cannot review an issue that should be, or has already been, considered by a procedure elsewhere, for example by any of the procedures listed above. If there is disagreement about the decision or outcome of a statutory, regulatory or other procedure then the correct appeal route must be followed. For example the normal route for appeals against insurance decisions is through the Courts.

The Councillor's Code of Conduct deals with complaints about Councillors. This is set out in Part 1 of Section 5 of the Constitution.

THE COMPLAINTS PROCEDURE

The corporate complaints procedure provides a Council-wide framework for complaints handling.

There are 2 stages to the Council's complaints procedure as follows:

<p>STAGE 1 (INVESTIGATION)</p>	<p>The complaint is investigated by the service area to which the complaint relates.</p> <p>The service area is expected to resolve the complaint at this stage and to tell the complainant of the outcome, and advise them of their right of appeal if they remain unhappy. This stage should take no more than 20 working days.</p>
<p>STAGE 2 (APPEAL)</p>	<p>If the complainant disagrees with the finding of the Stage 1 investigation or believes that the procedure has not been followed, they should advise us within 28 days of the Stage 1 response. The Customer Care Manager (or a senior manager independent of the original investigation) will carry out a Stage 2 review which will take a further 20 working days.</p> <p>The complainant will be informed of the outcome by way of a "final response" letter which will also advise them of their right of appeal to the Local Government Ombudsman.</p>

If the complainant is still not satisfied with the Council's response to her/his complaint s/he may take it to the Local Government Ombudsman (LGO). The LGO is independent and looks into complaints about local councils. Details are in the Further Contacts section below.

We will not consider a complaint more than a year after the alleged incident complained about. This is in line with the LGO's recommendation.

We will investigate anonymous complaints if possible, but will obviously not be able to let the complainant know the outcome.

PUBLICITY

The Council has published a comments and complaints leaflet. This is available at all council receptions, libraries and on the website at www.sutton.gov.uk. We also have leaflets explaining the social service procedures.

FURTHER CONTACTS

The Local Government Ombudsman, The Oaks, 2 Westwood Way, Westwood Business Park, Coventry, CV4 8JB. Telephone 0300 061 0614

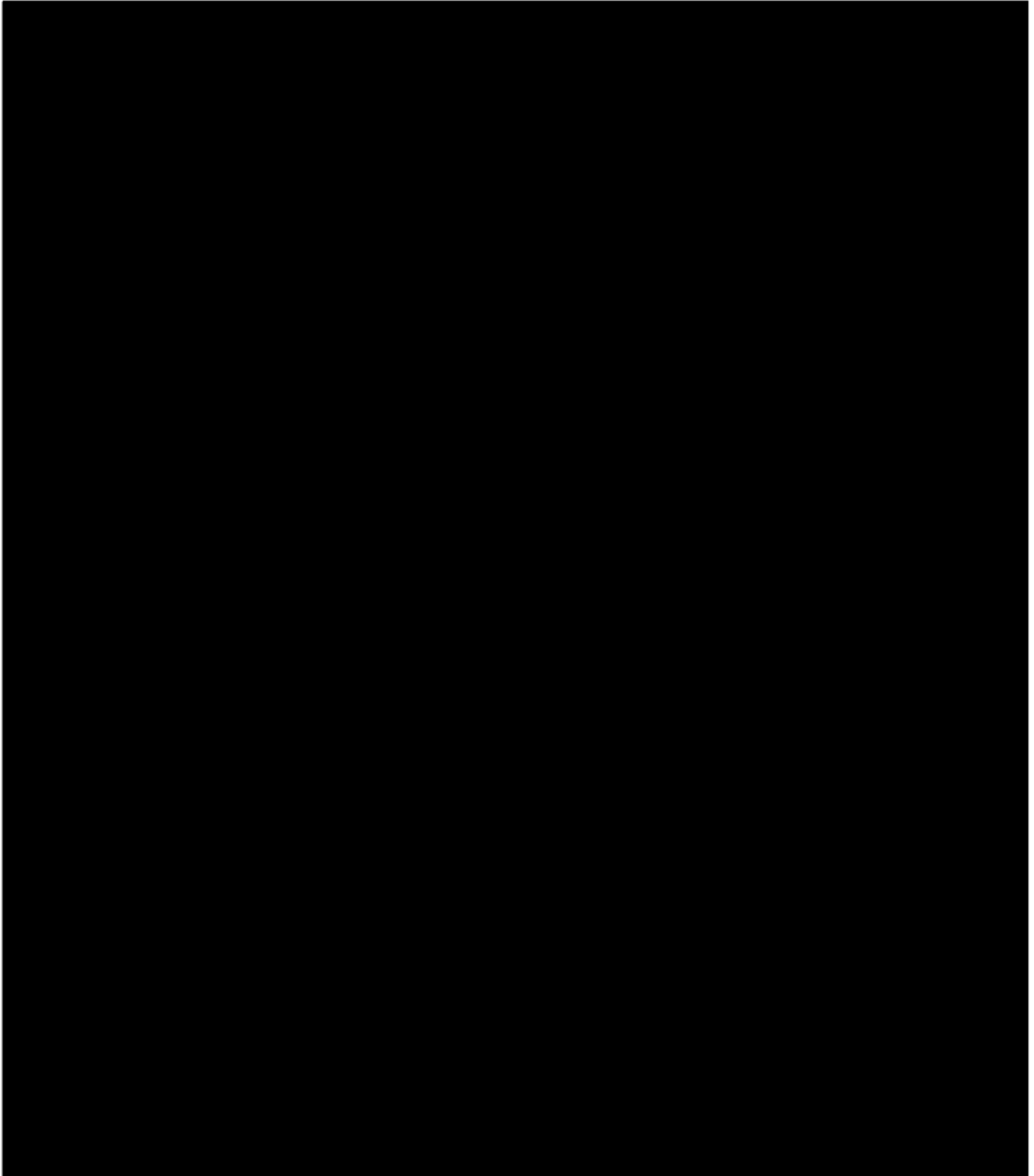
Customer Care Manager (Mrs Sarah Milne), Chief Executive's Directorate, Civic Offices, St Nicholas Way, Sutton, Surrey, SM1 1EA. Telephone 020 8770 5251.

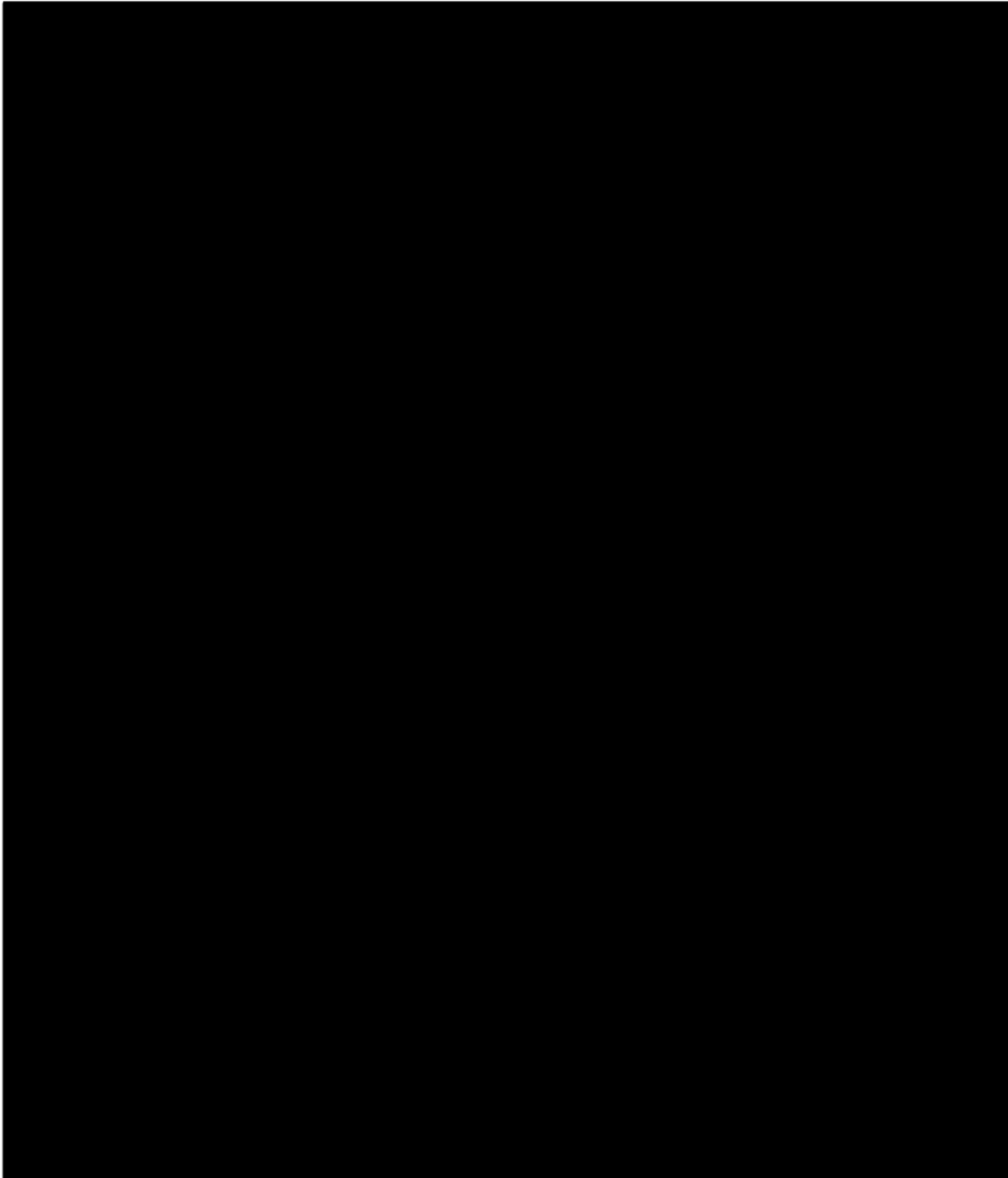
4 KINGSTON

Kingston's procedure as updated from time to time. As at the Contract Date, Kingston's procedure is under review.

SCHEDULE 16

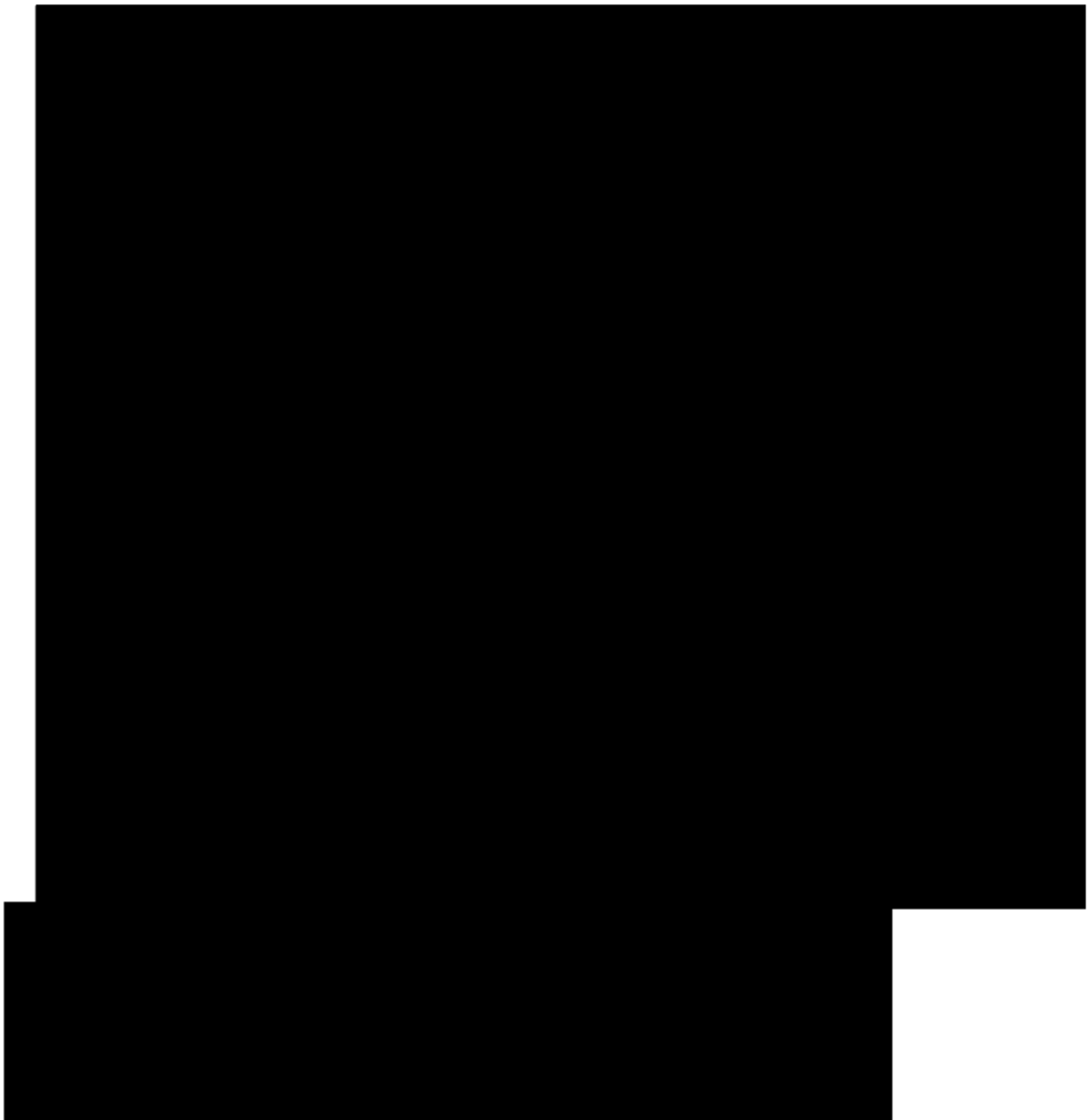
Communications and Stakeholder Engagement











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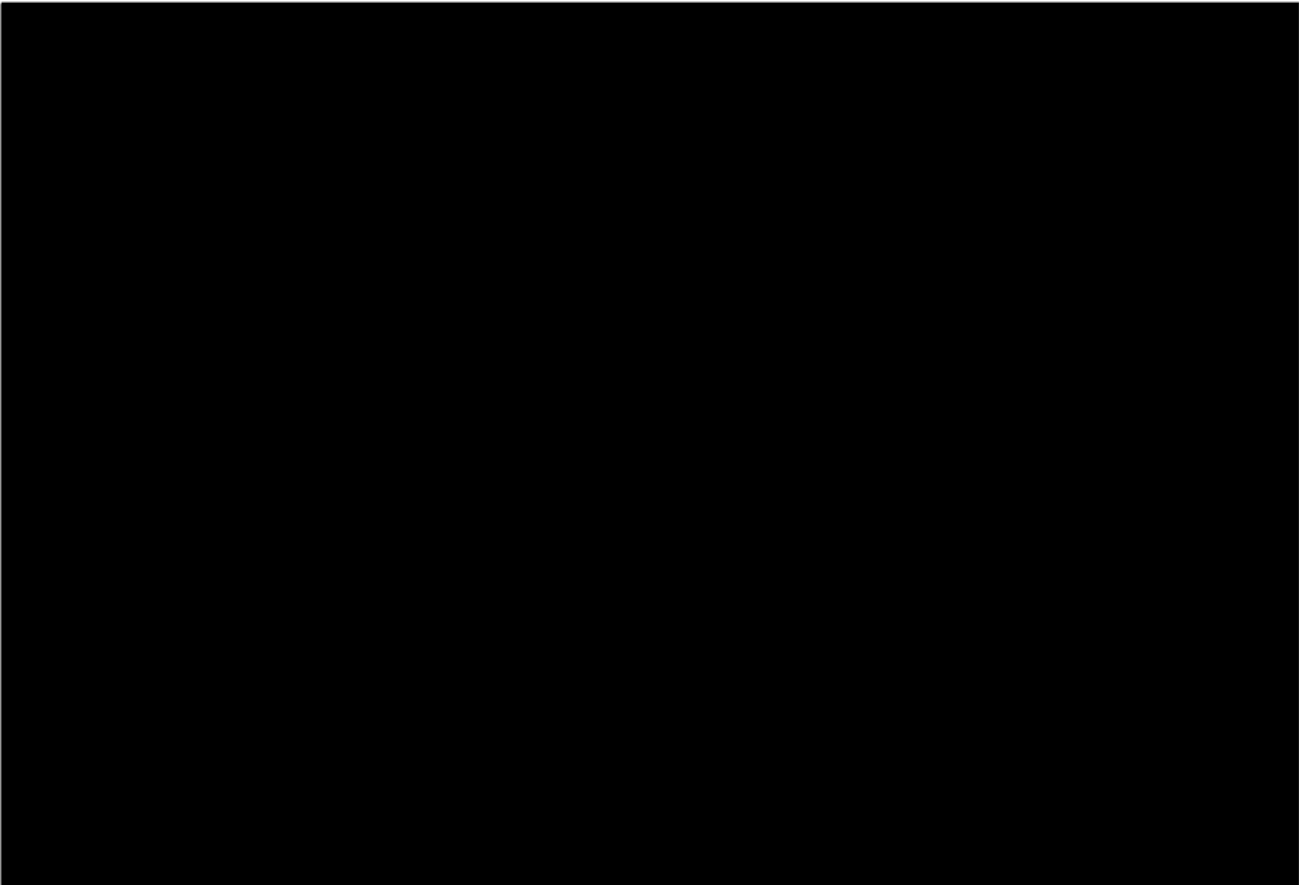
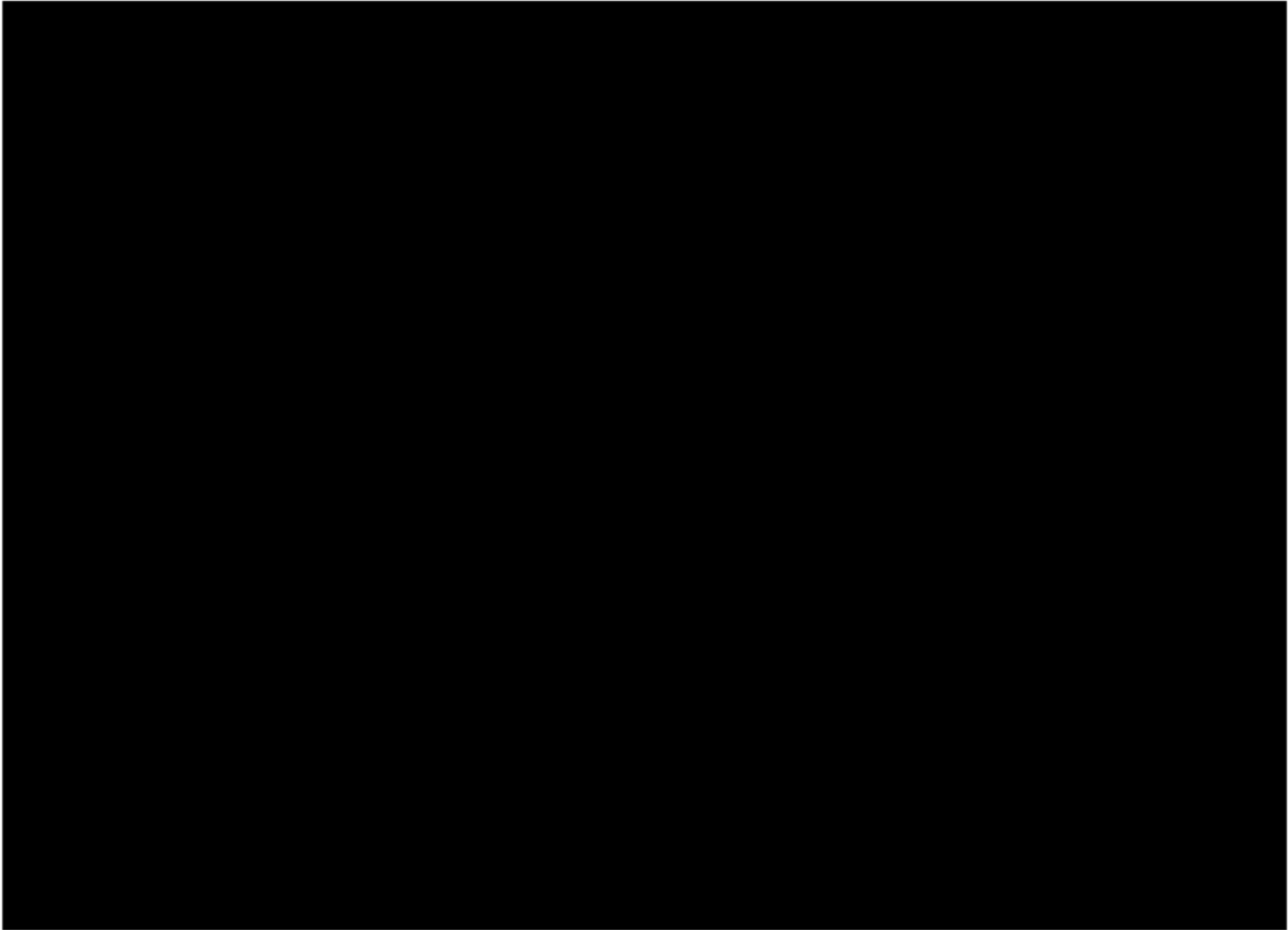
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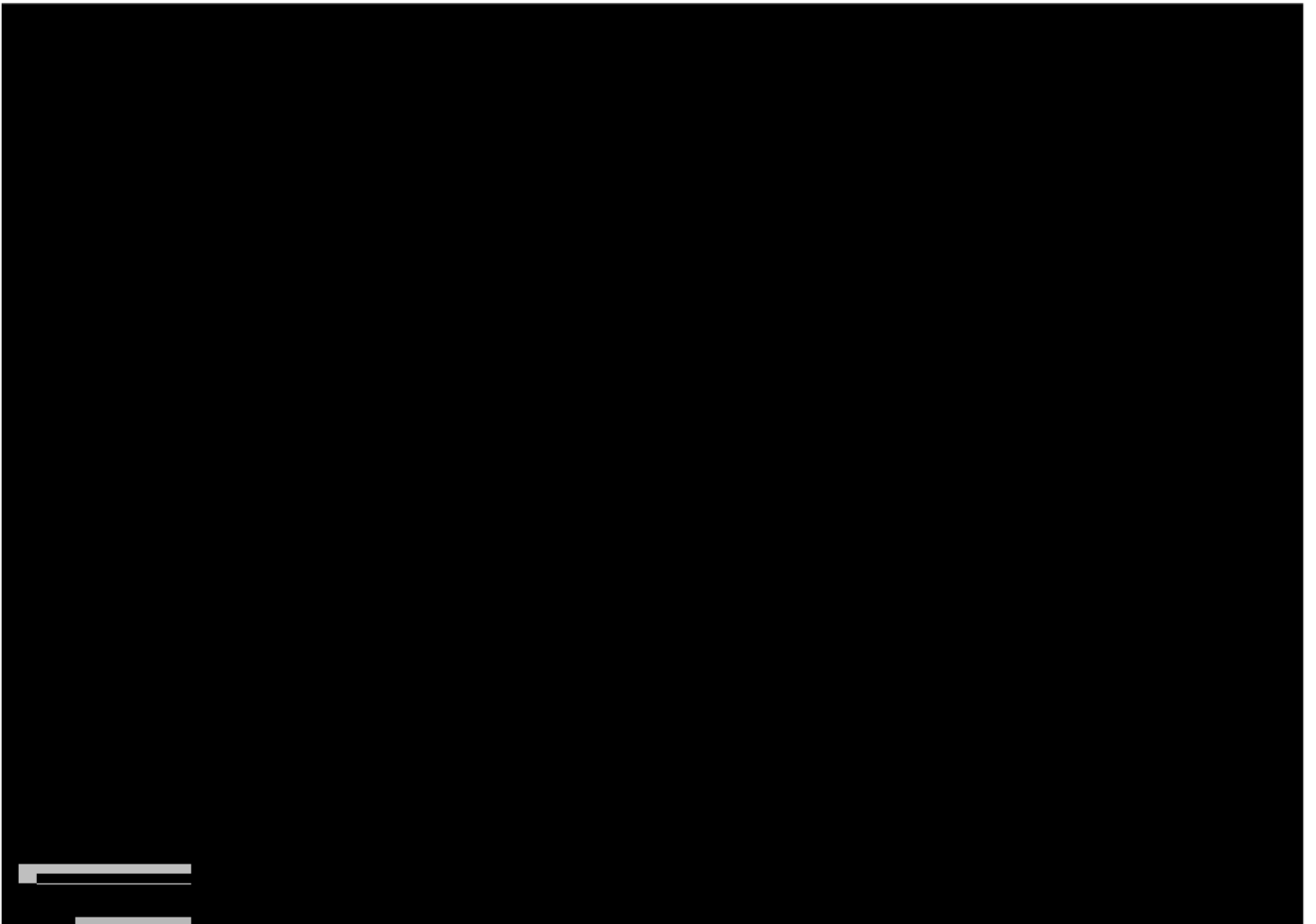
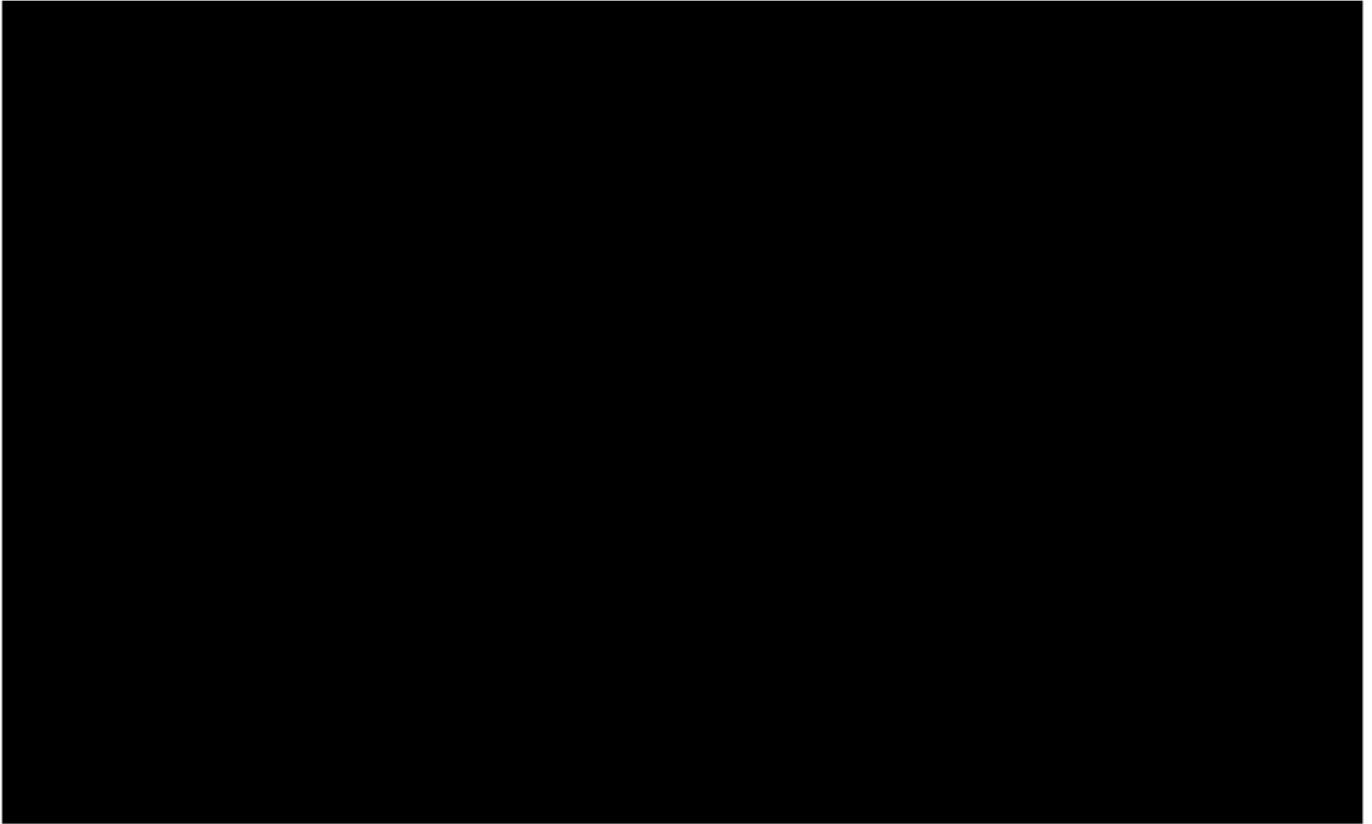
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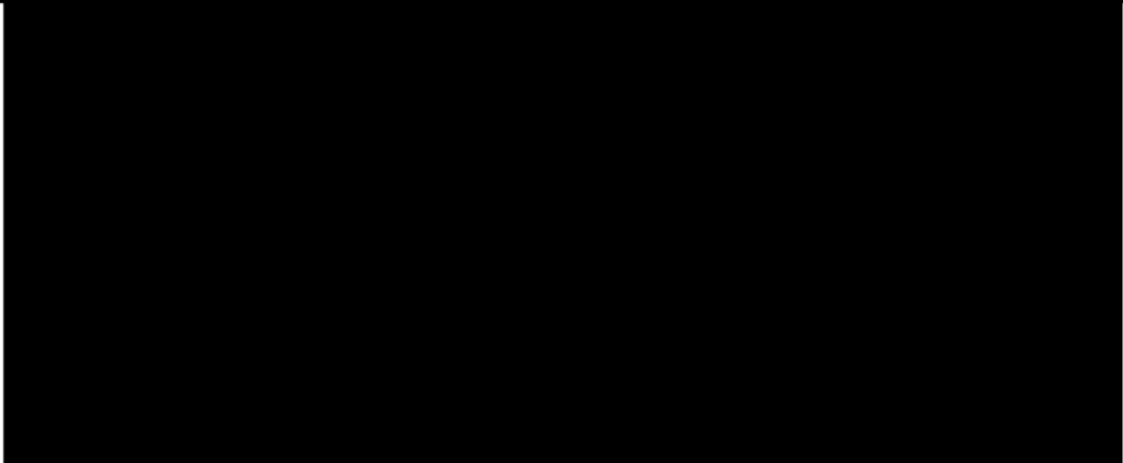
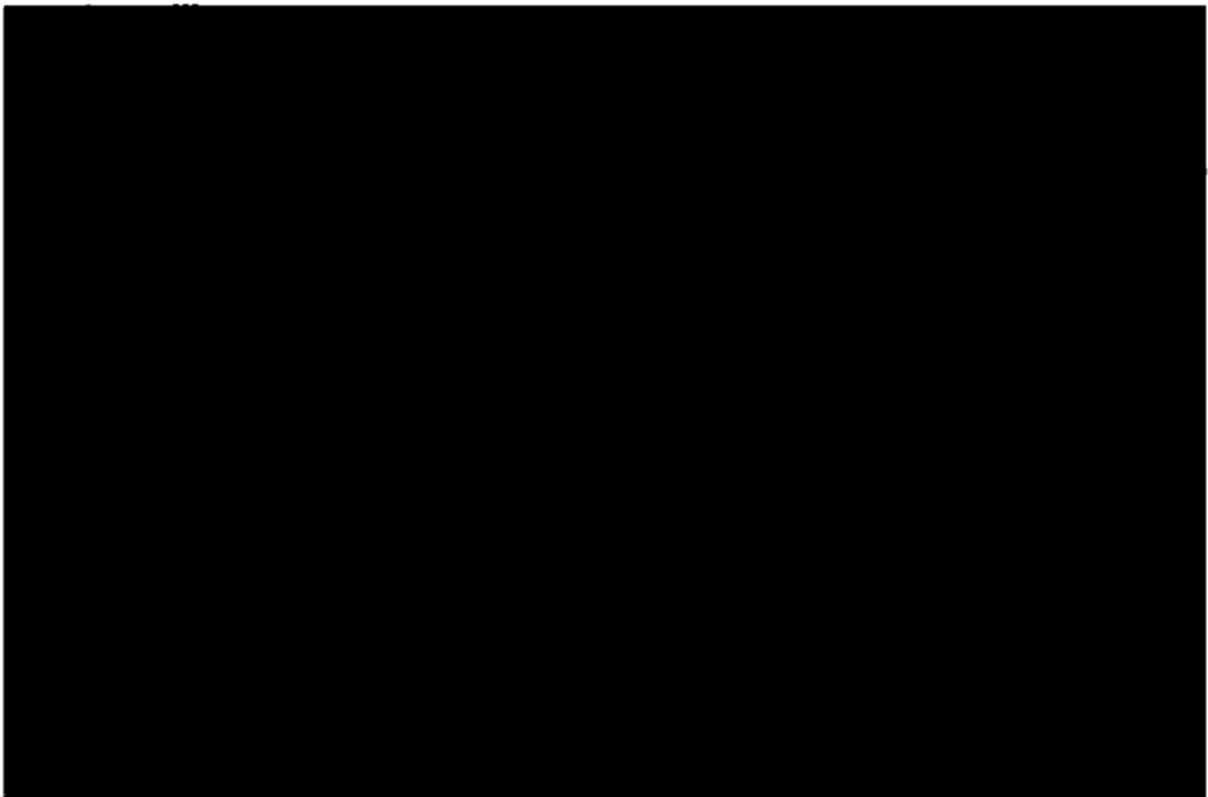
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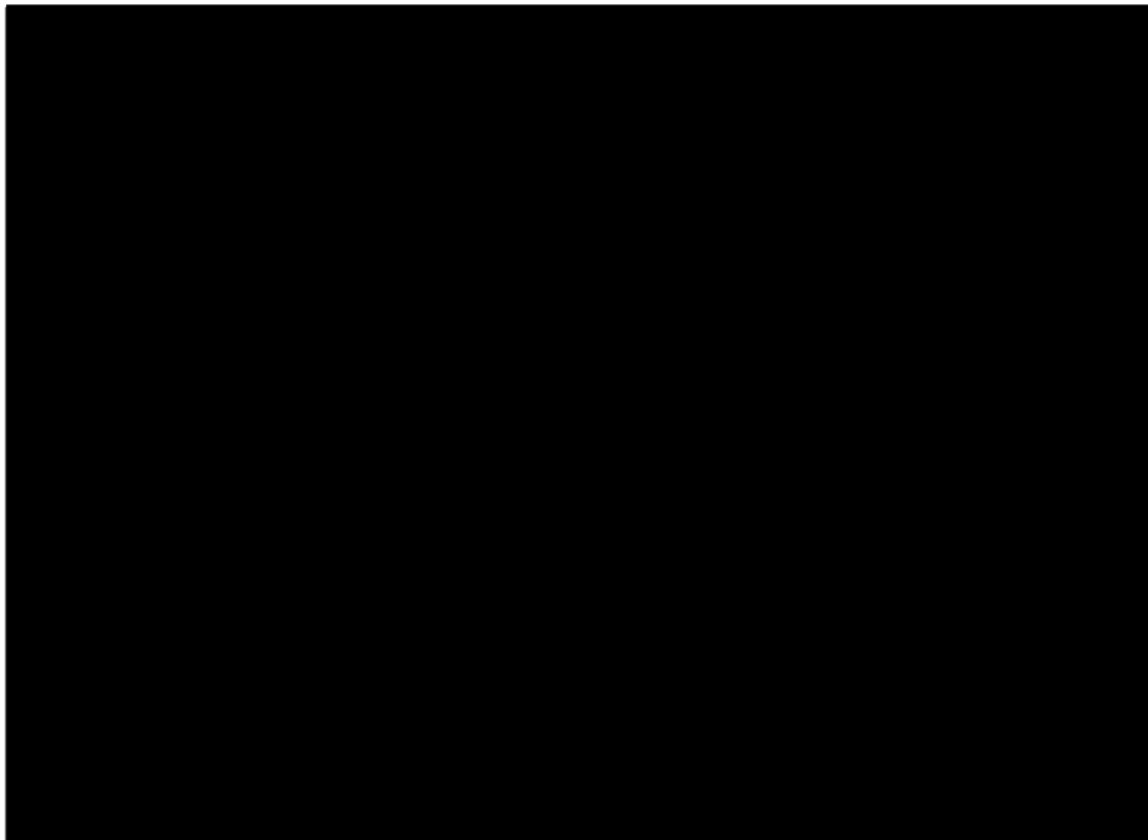
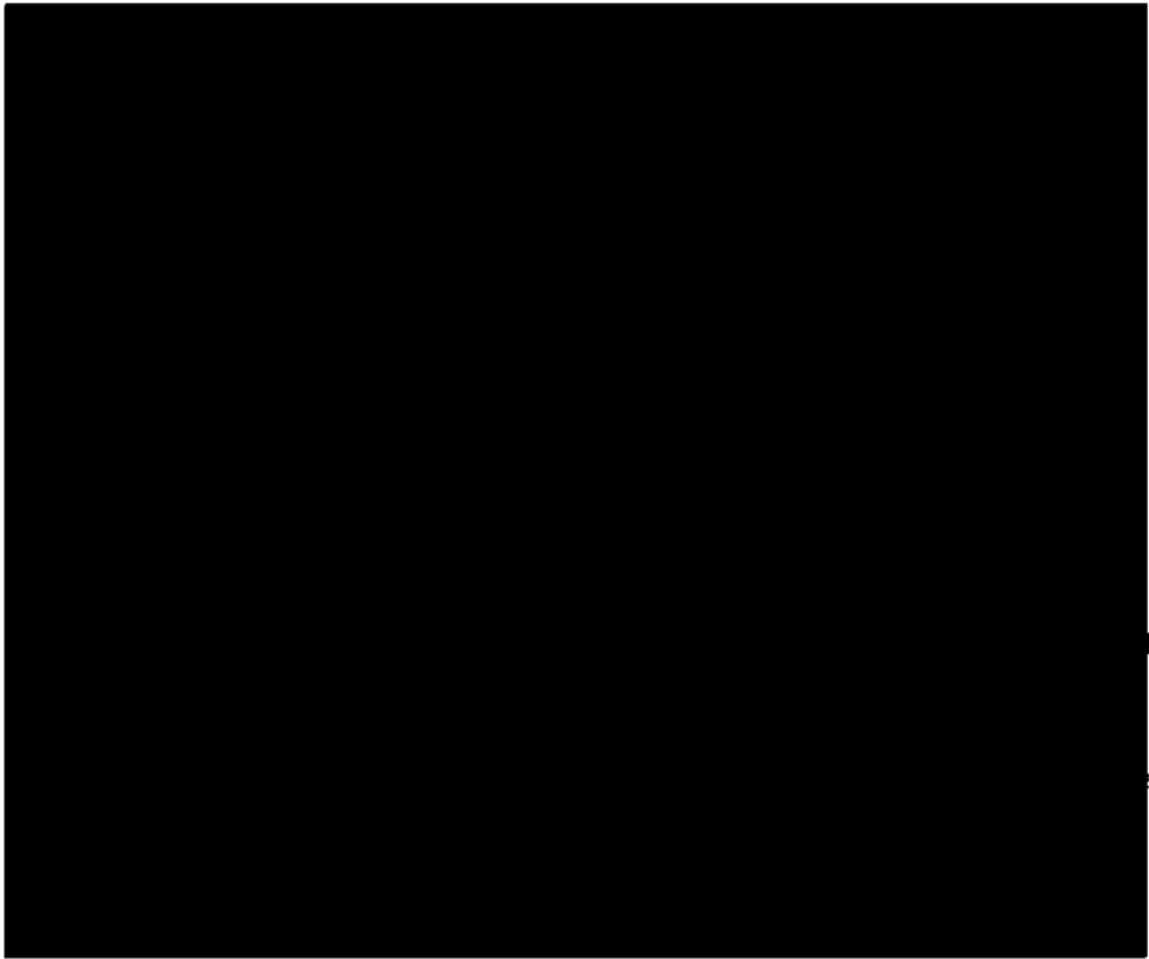


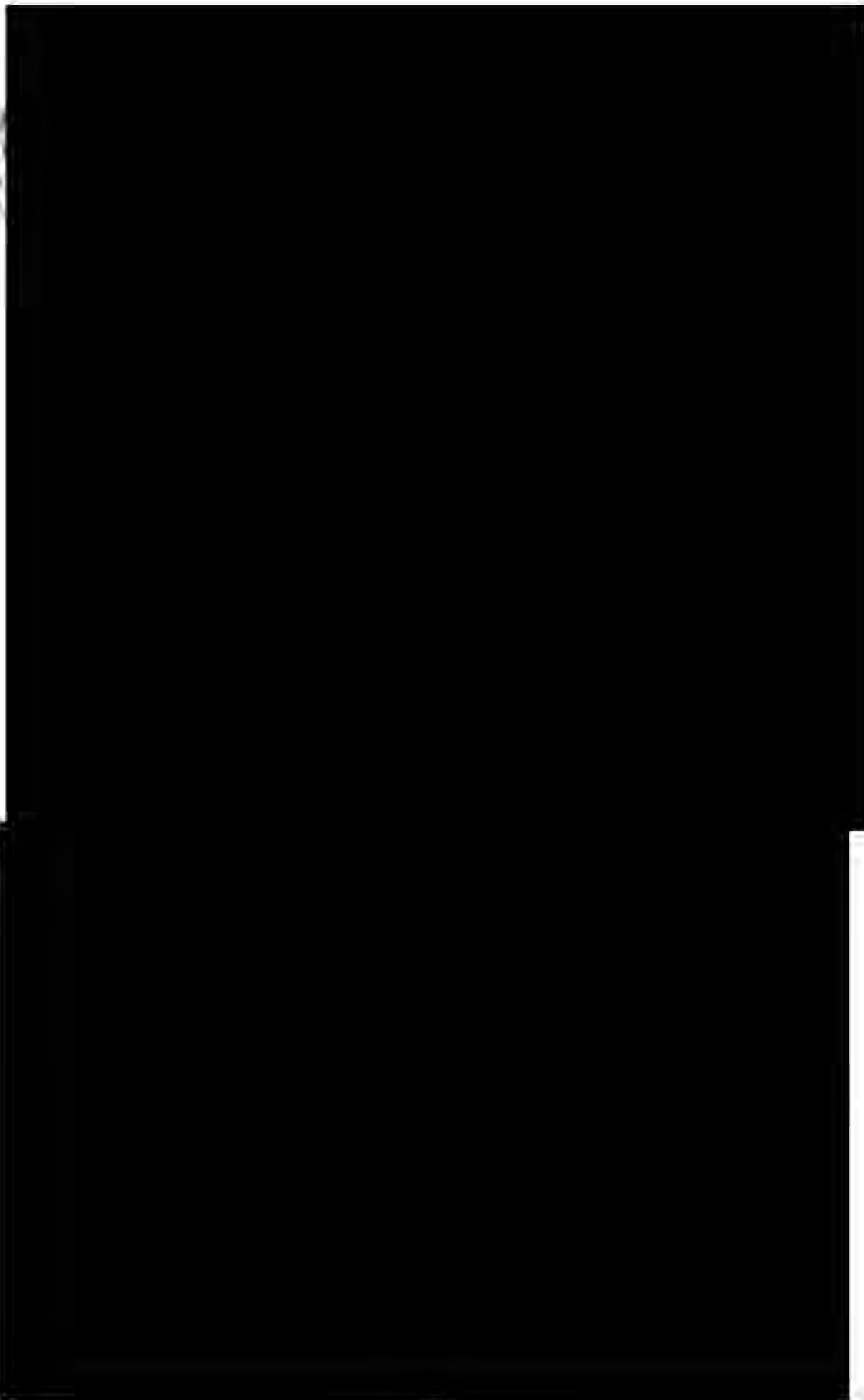
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[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

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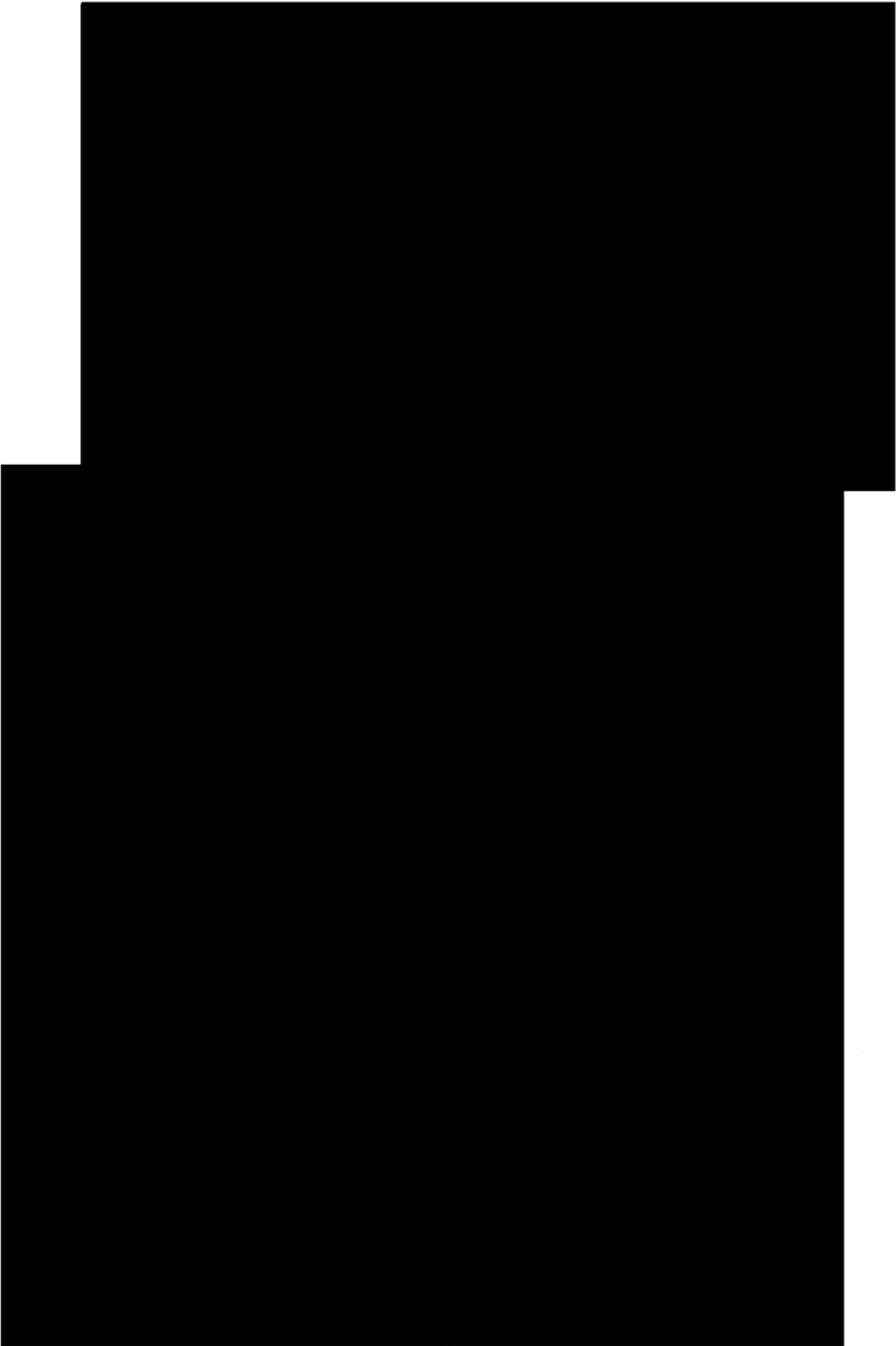
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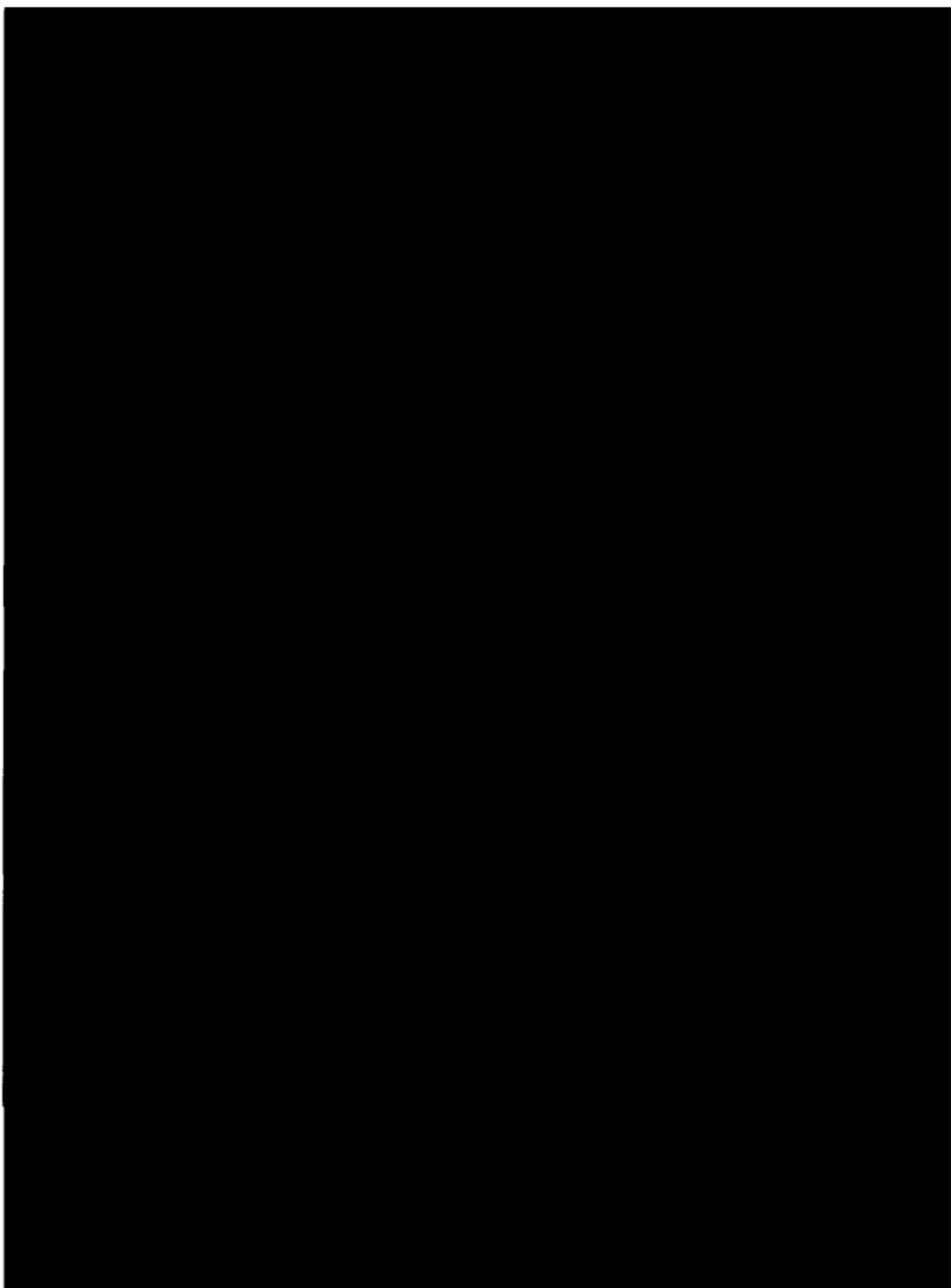
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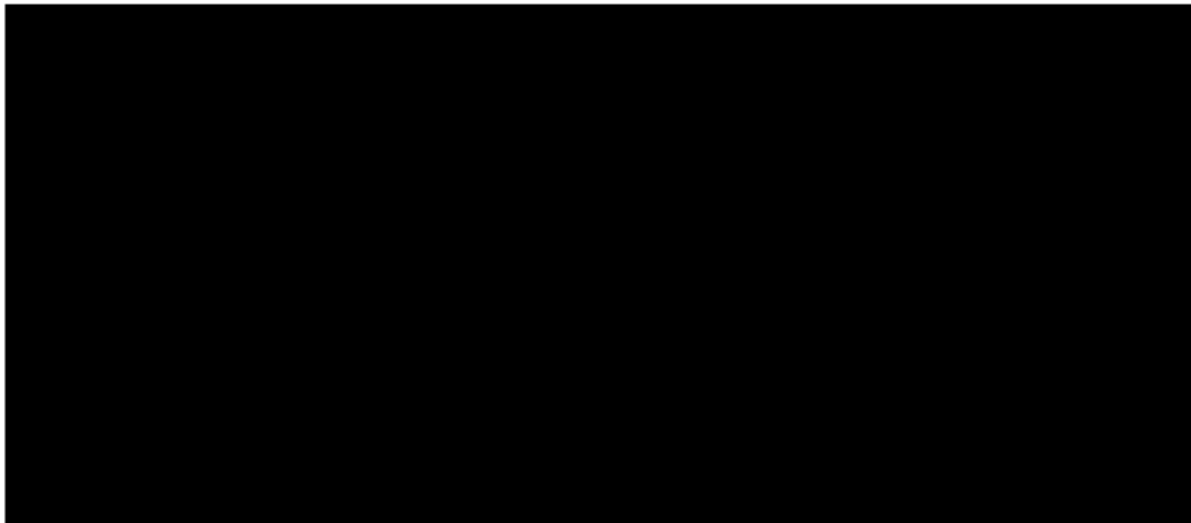
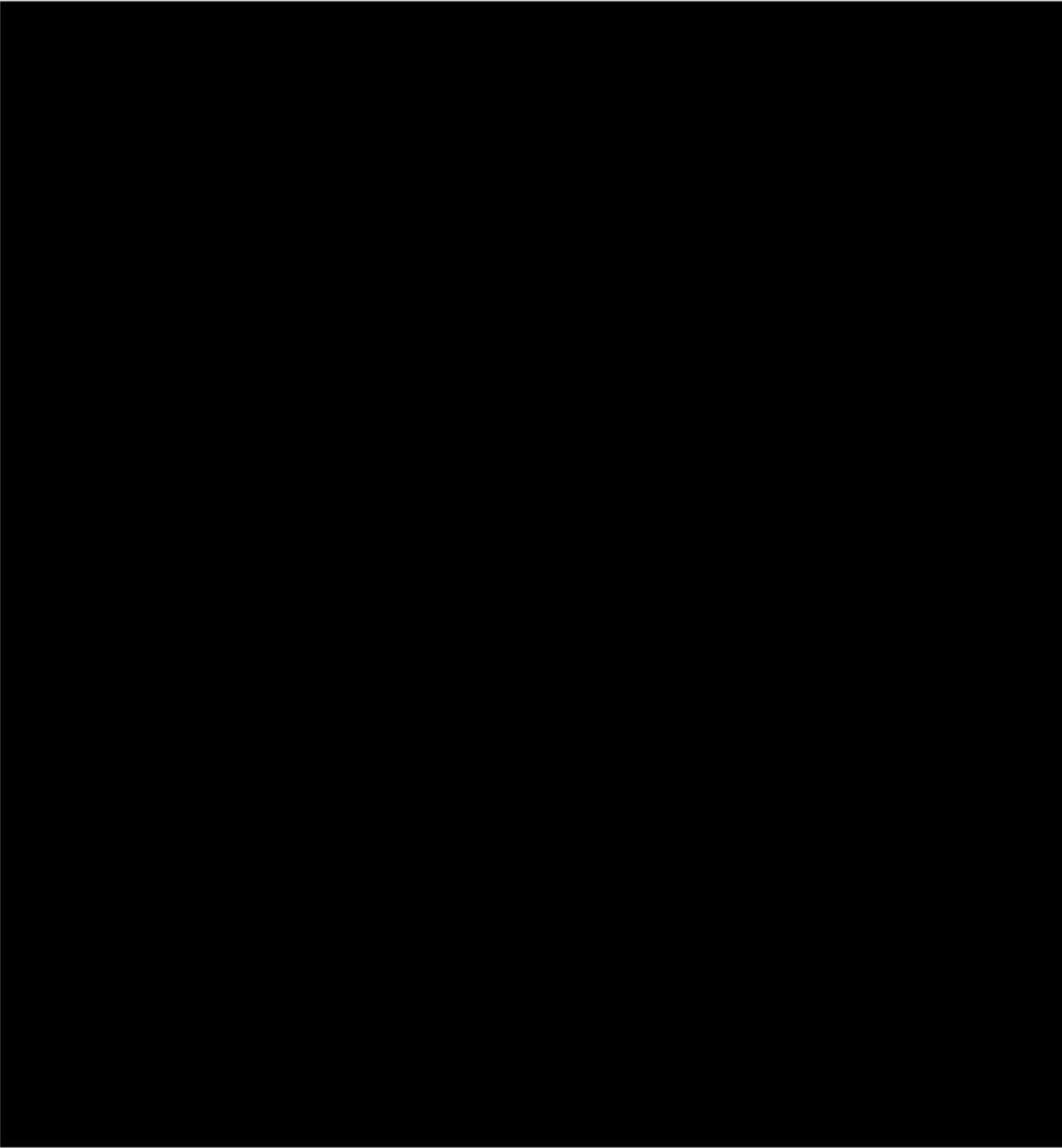
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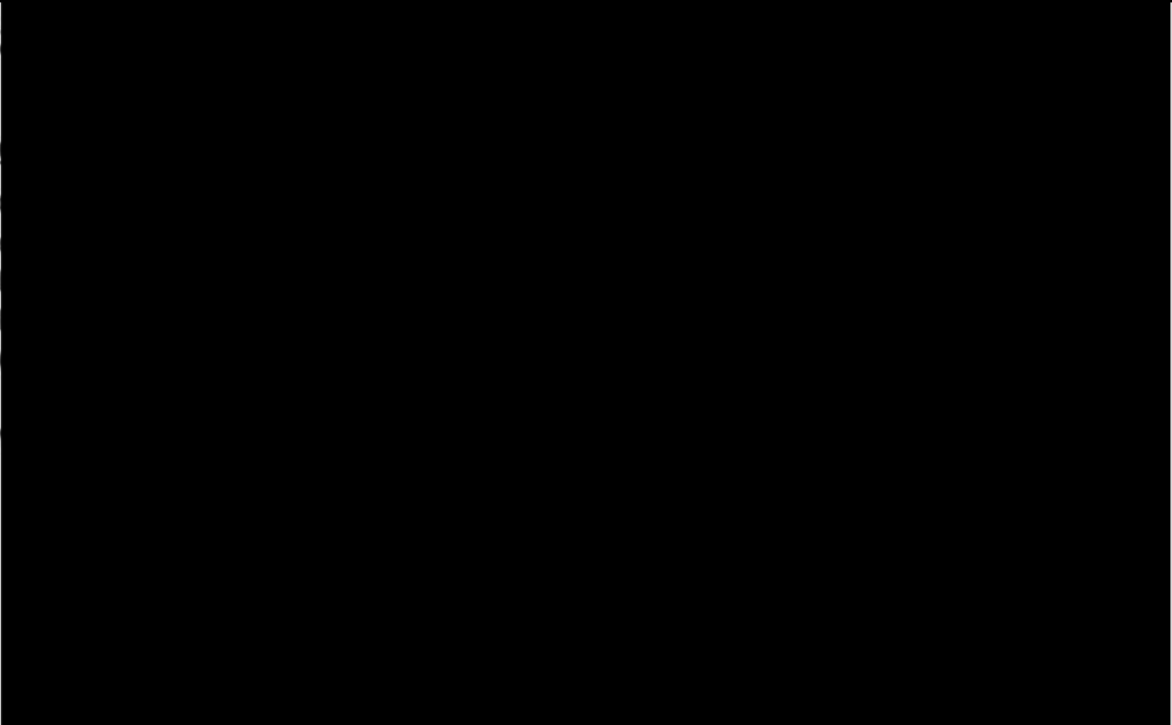
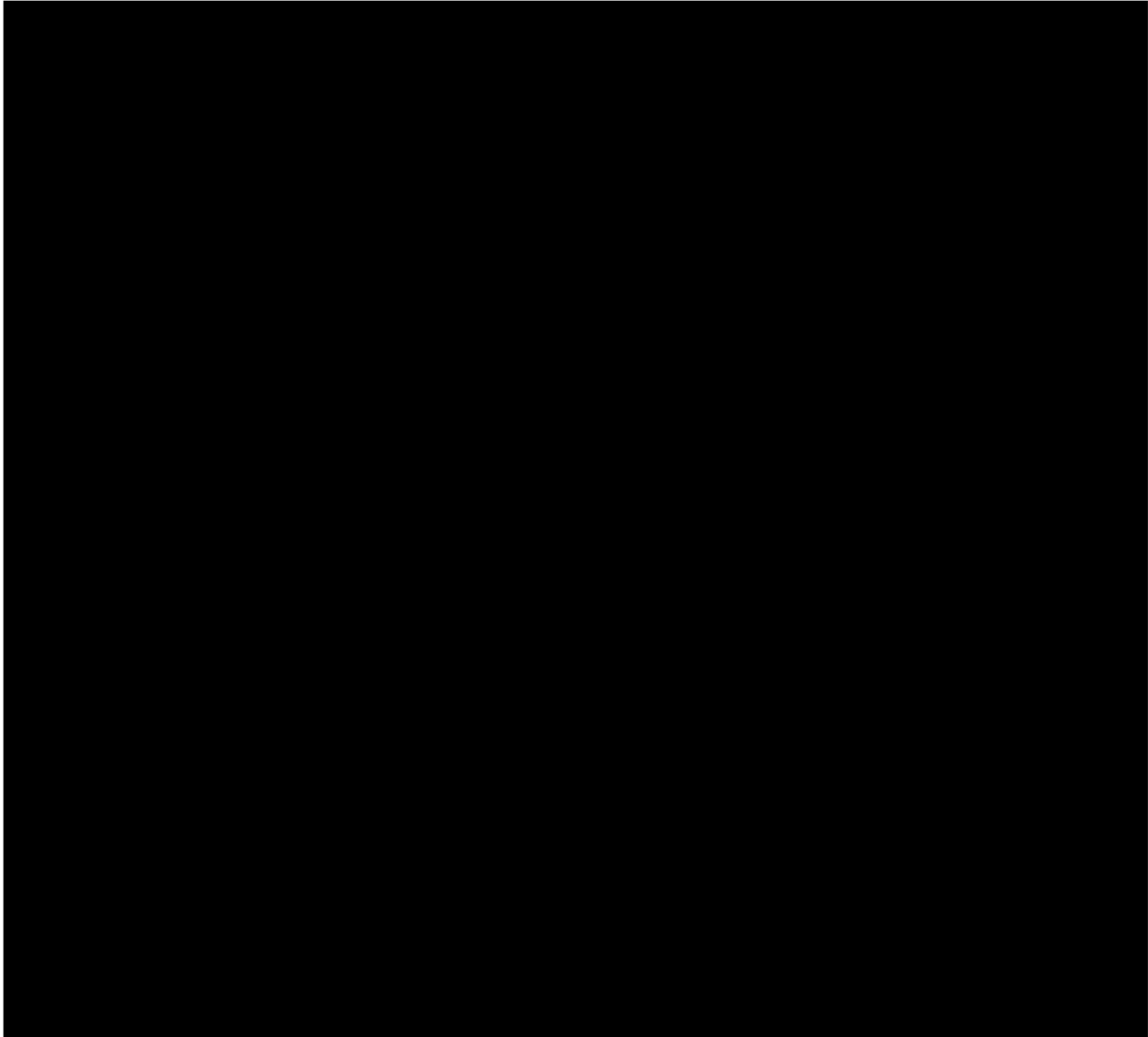
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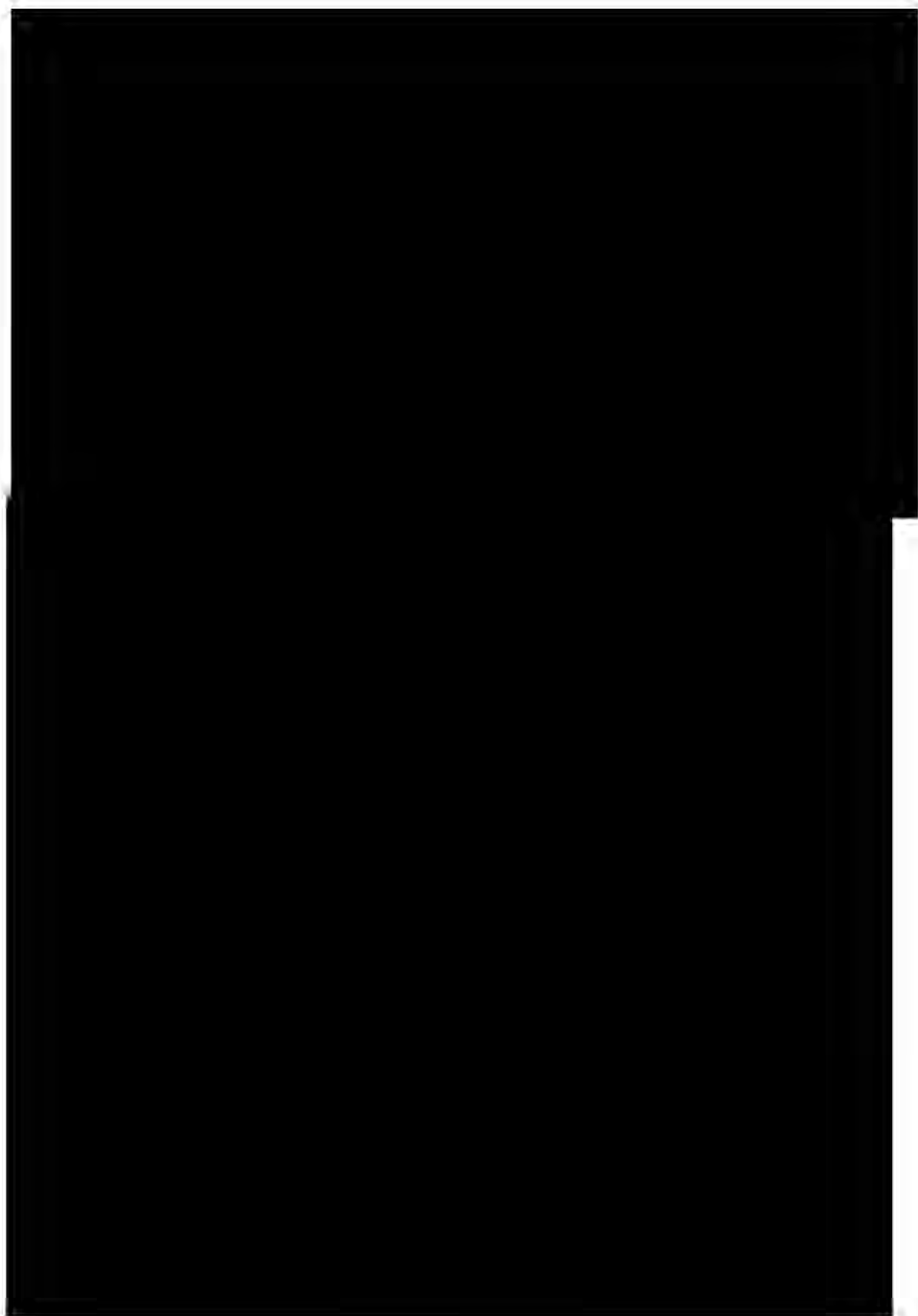
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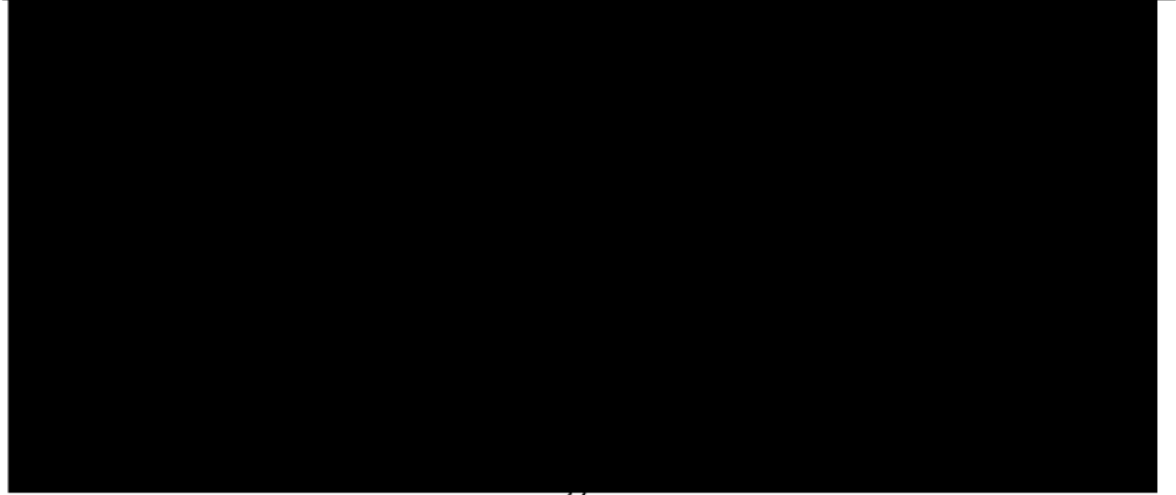
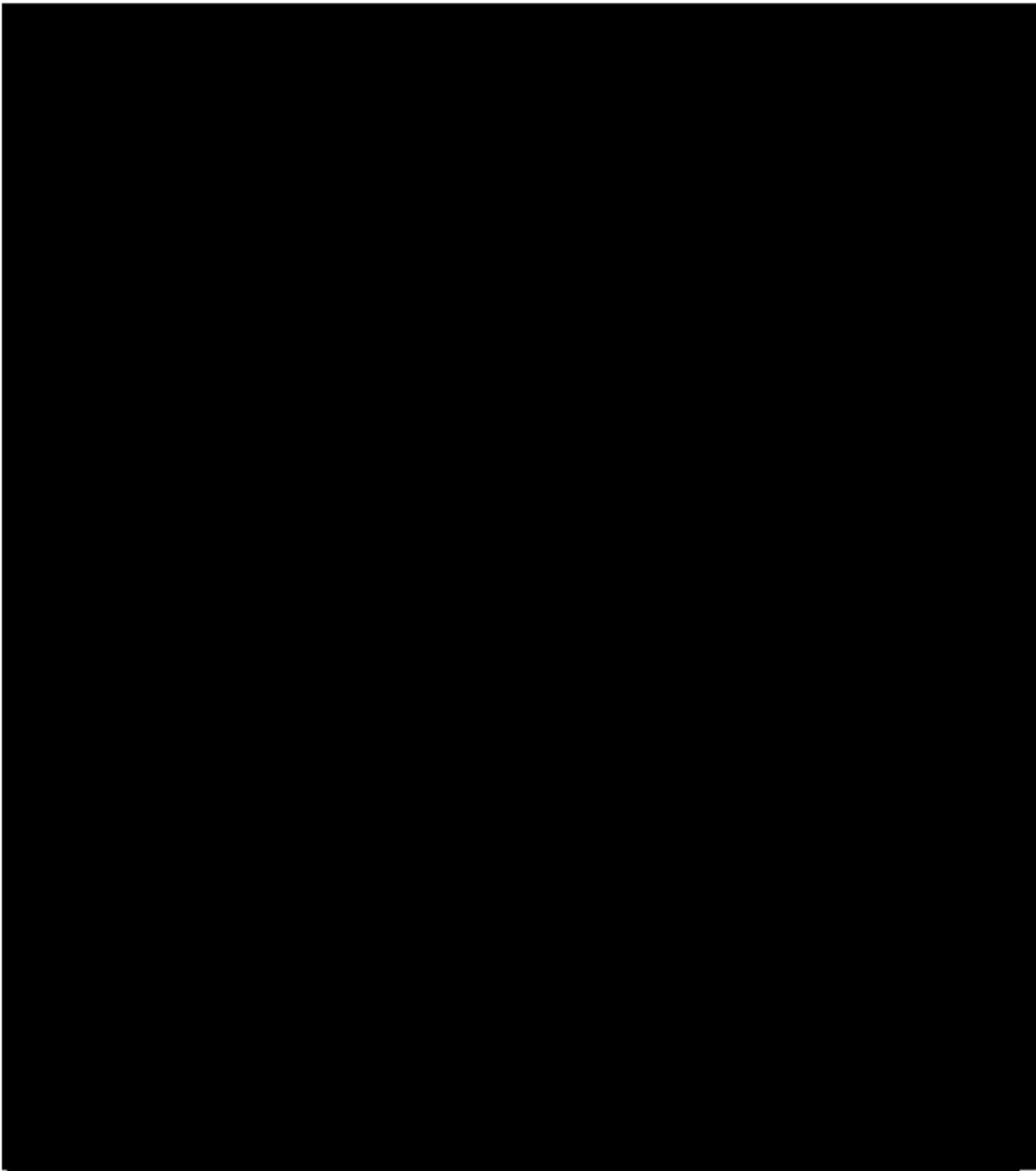
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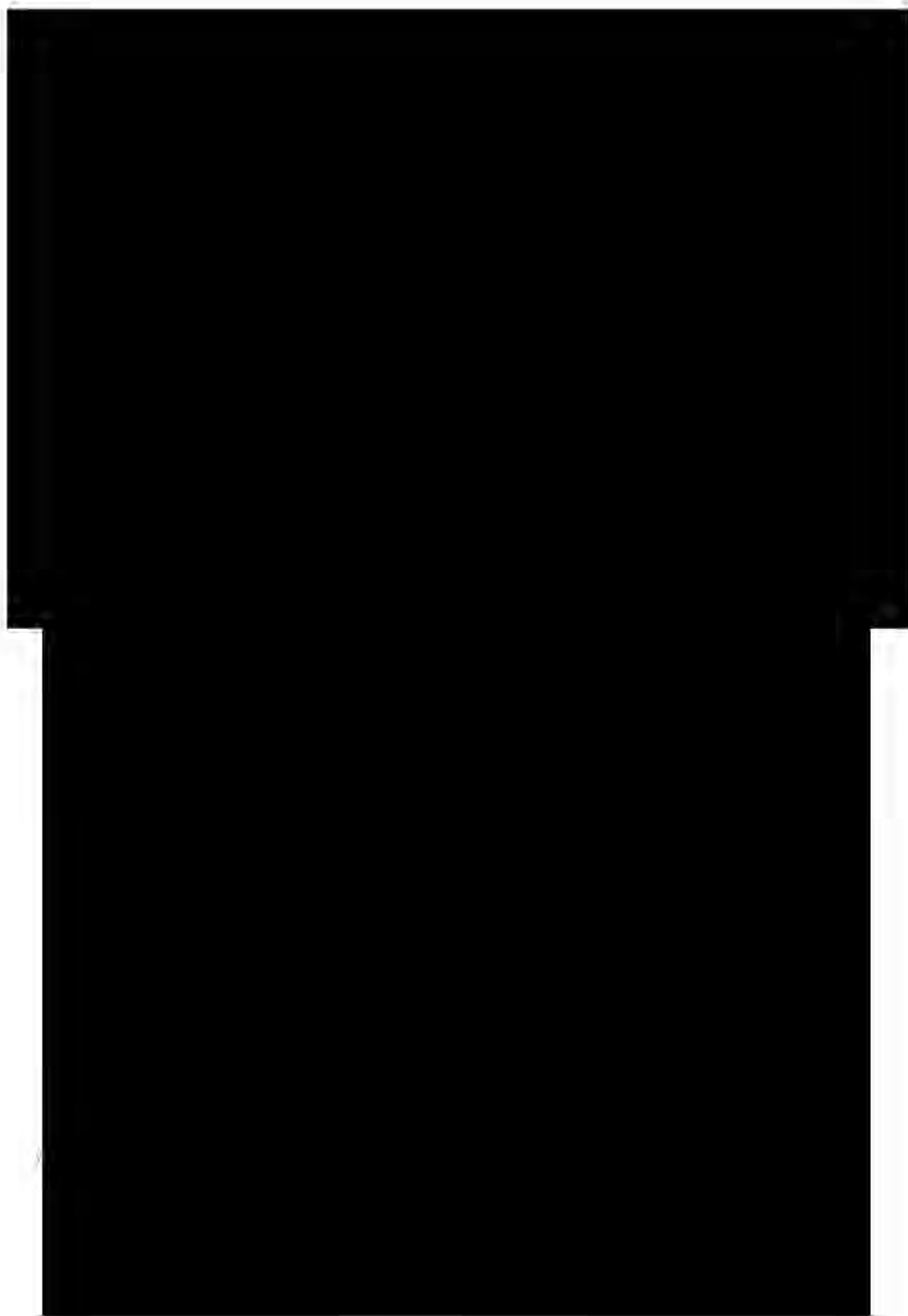
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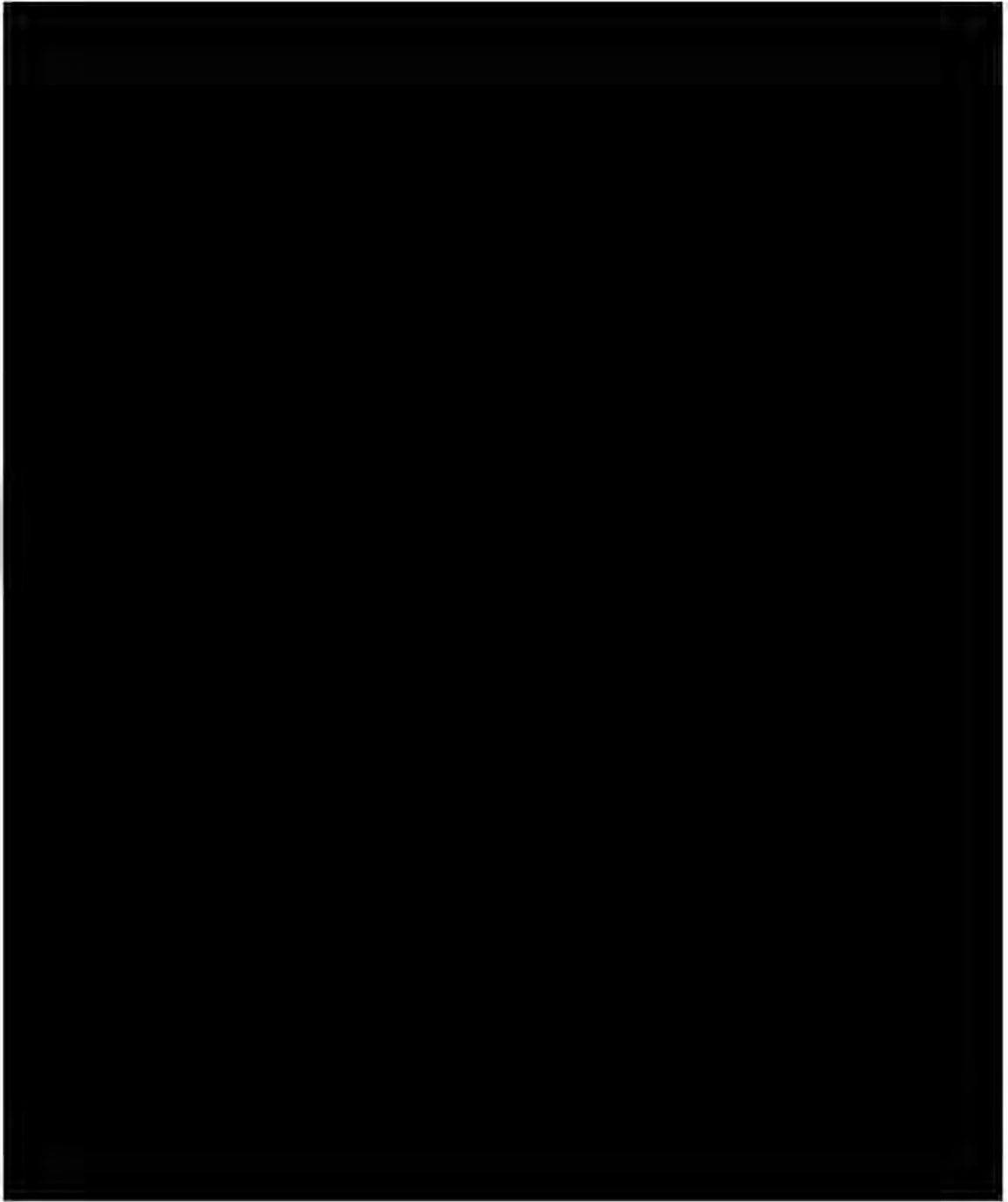
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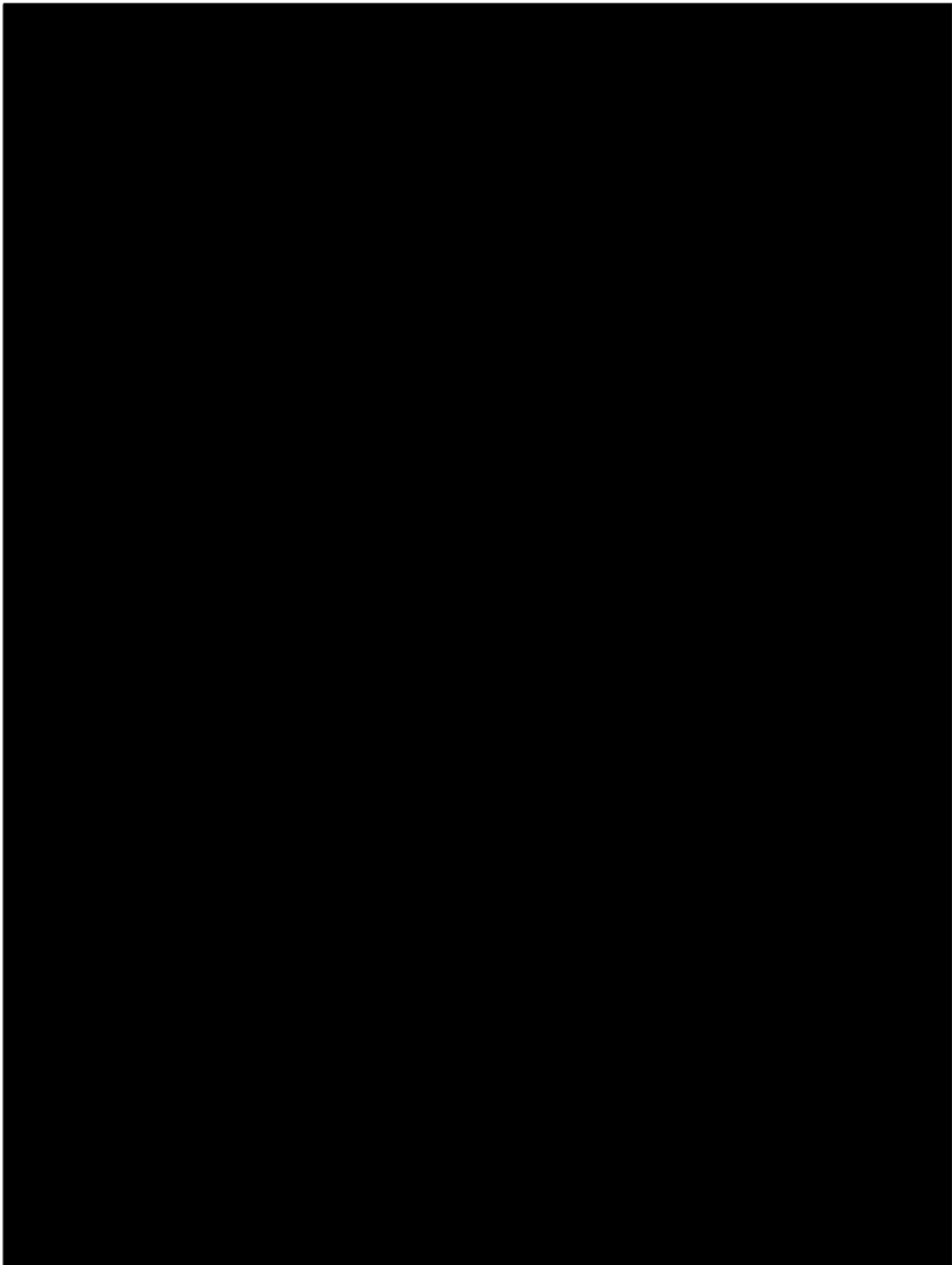
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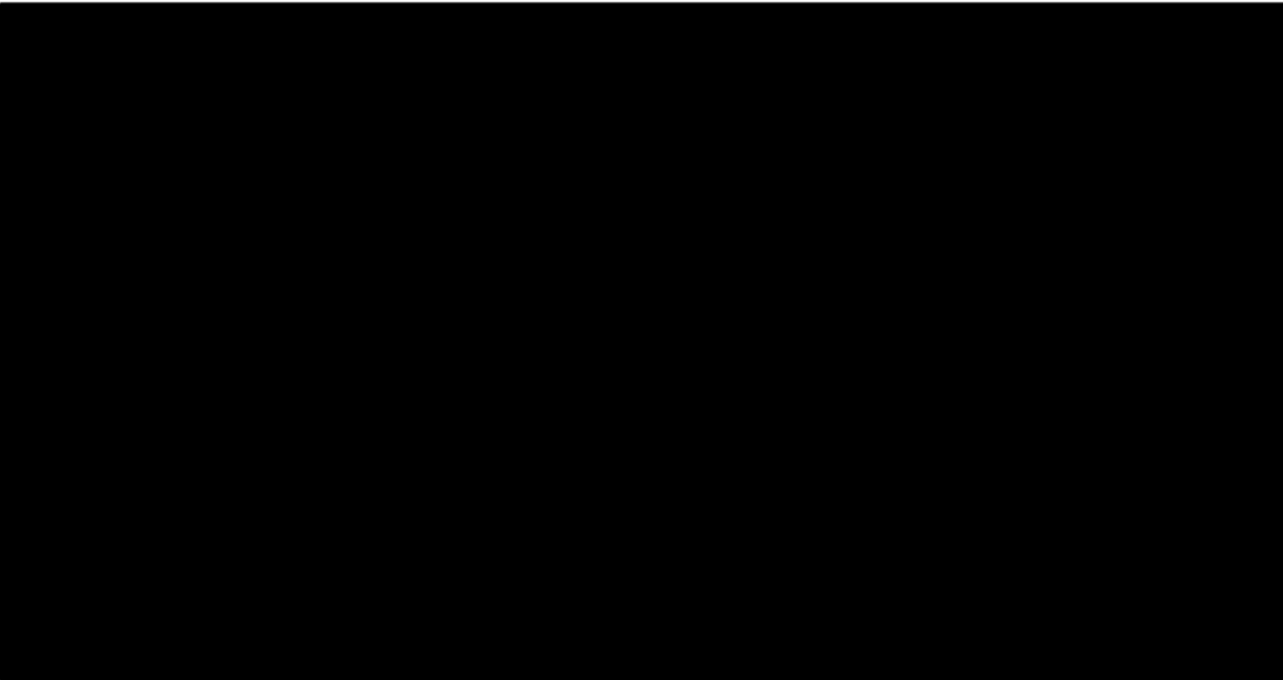
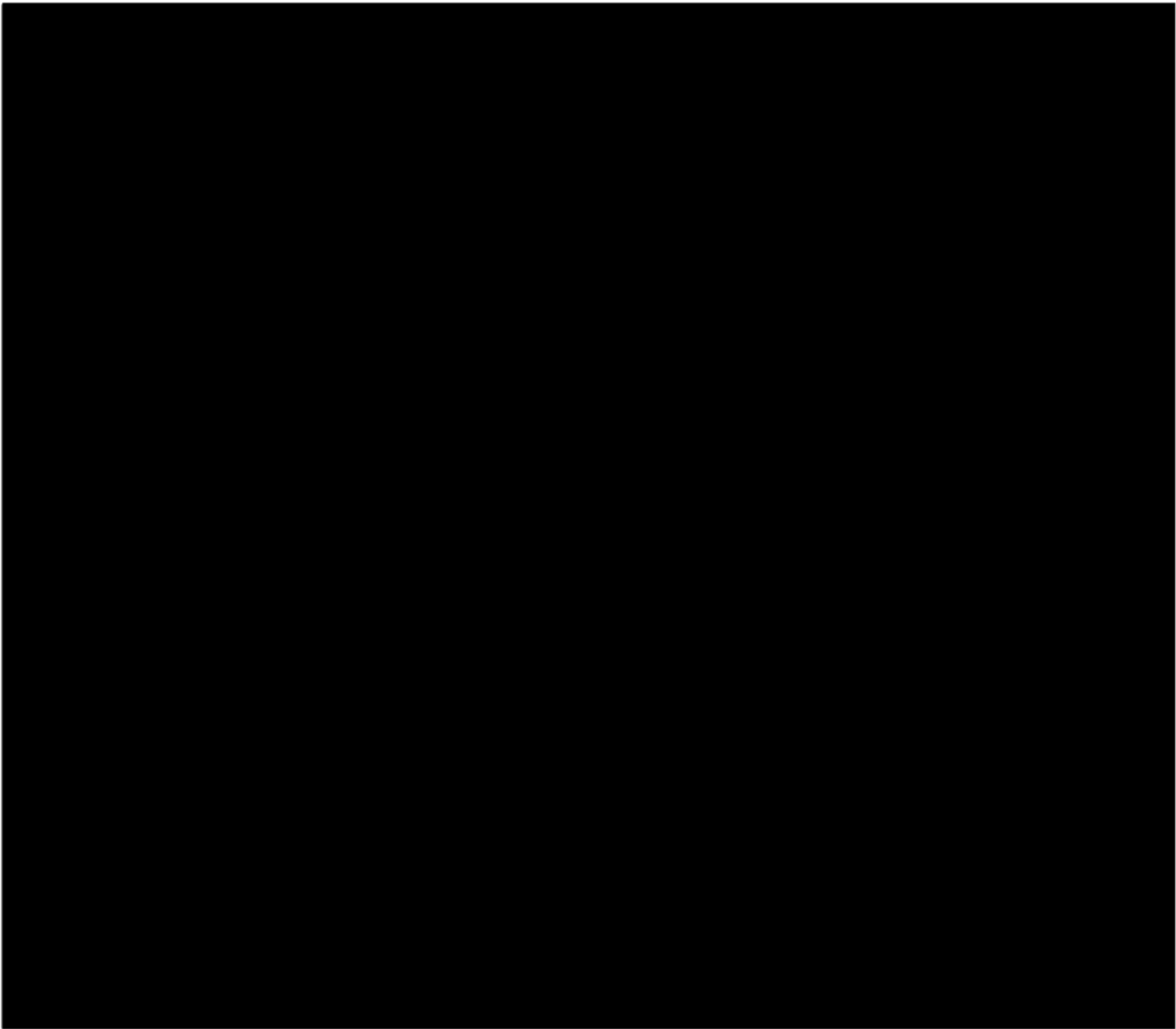








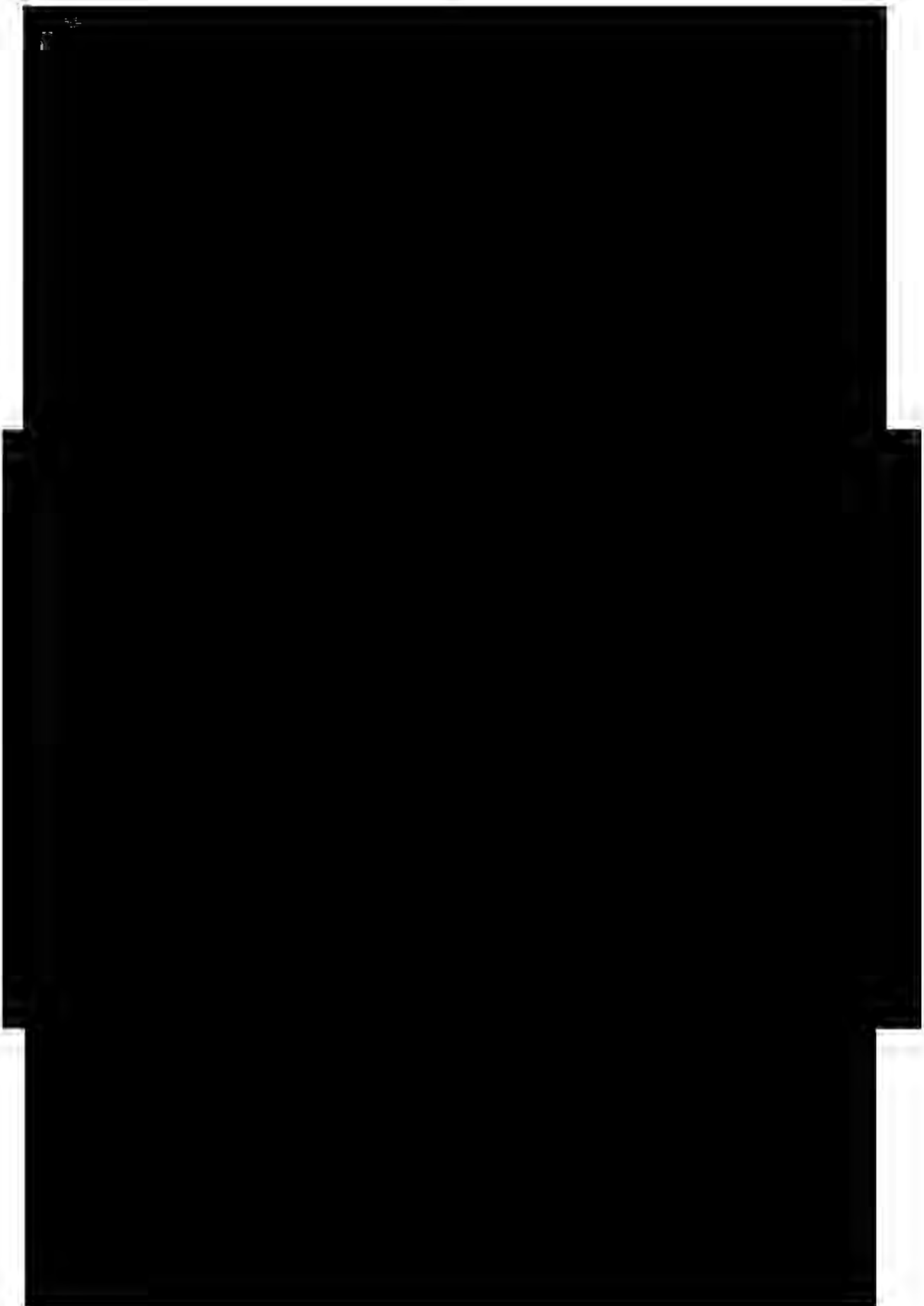




[REDACTED]

[REDACTED]

[REDACTED]



the 1990s, the number of people who are employed in the service sector has increased in all countries. The increase is particularly large in the United States, where the service sector has become the dominant sector of the economy.

The increase in the service sector has led to a change in the way that people work. In the service sector, people are often working in teams and are often working in a more flexible way. This has led to a change in the way that people think about work and their careers.

In the past, people often had a single career path. They would start in a particular job, and they would stay in that job for a long time. They would then move on to a new job, and they would stay in that job for a long time. This was the traditional way of working.

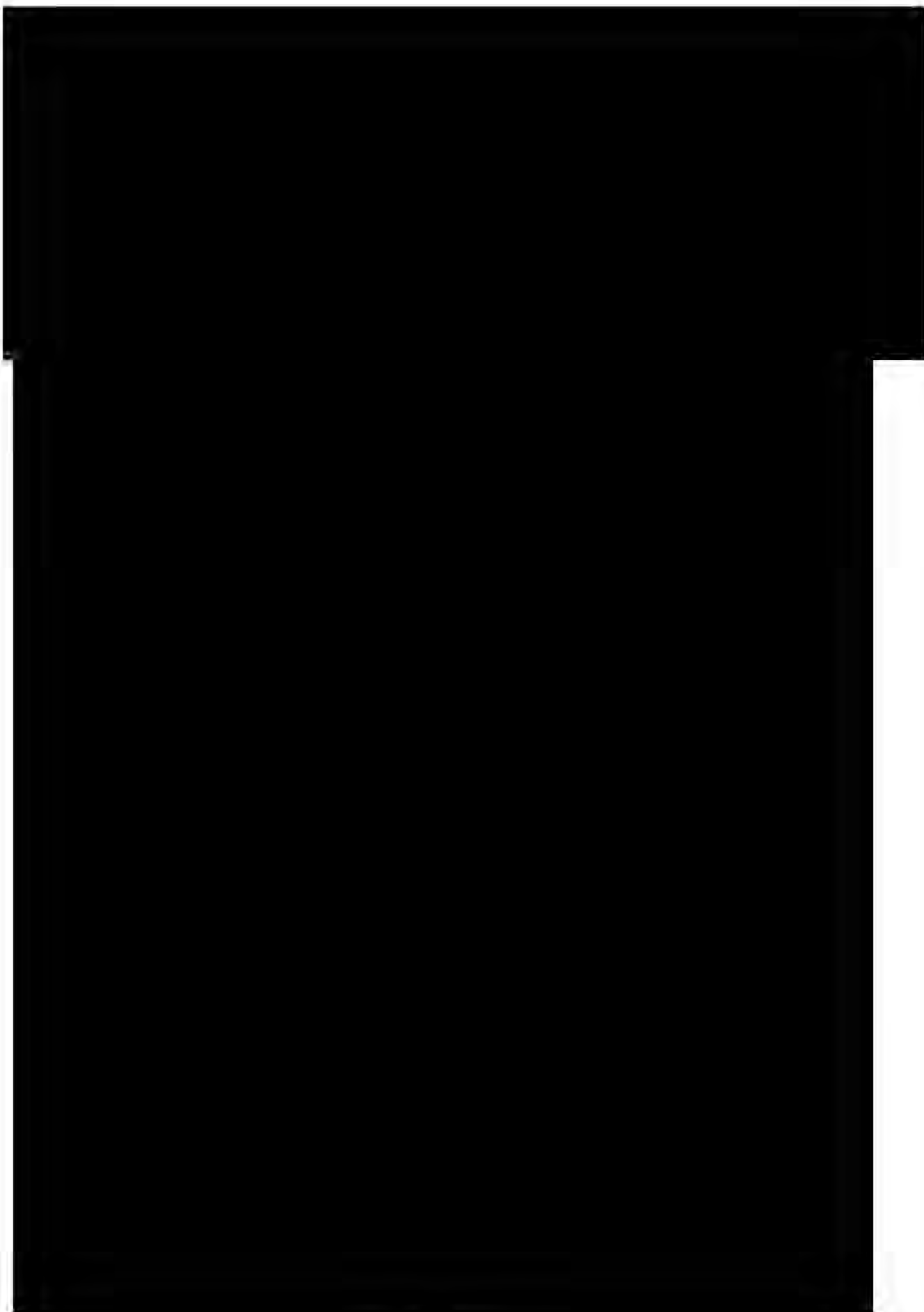
Now, people are more likely to have multiple careers. They may start in a particular job, and they may stay in that job for a short time. They may then move on to a new job, and they may stay in that job for a short time. They may then move on to a new job, and they may stay in that job for a short time. This is the new way of working.

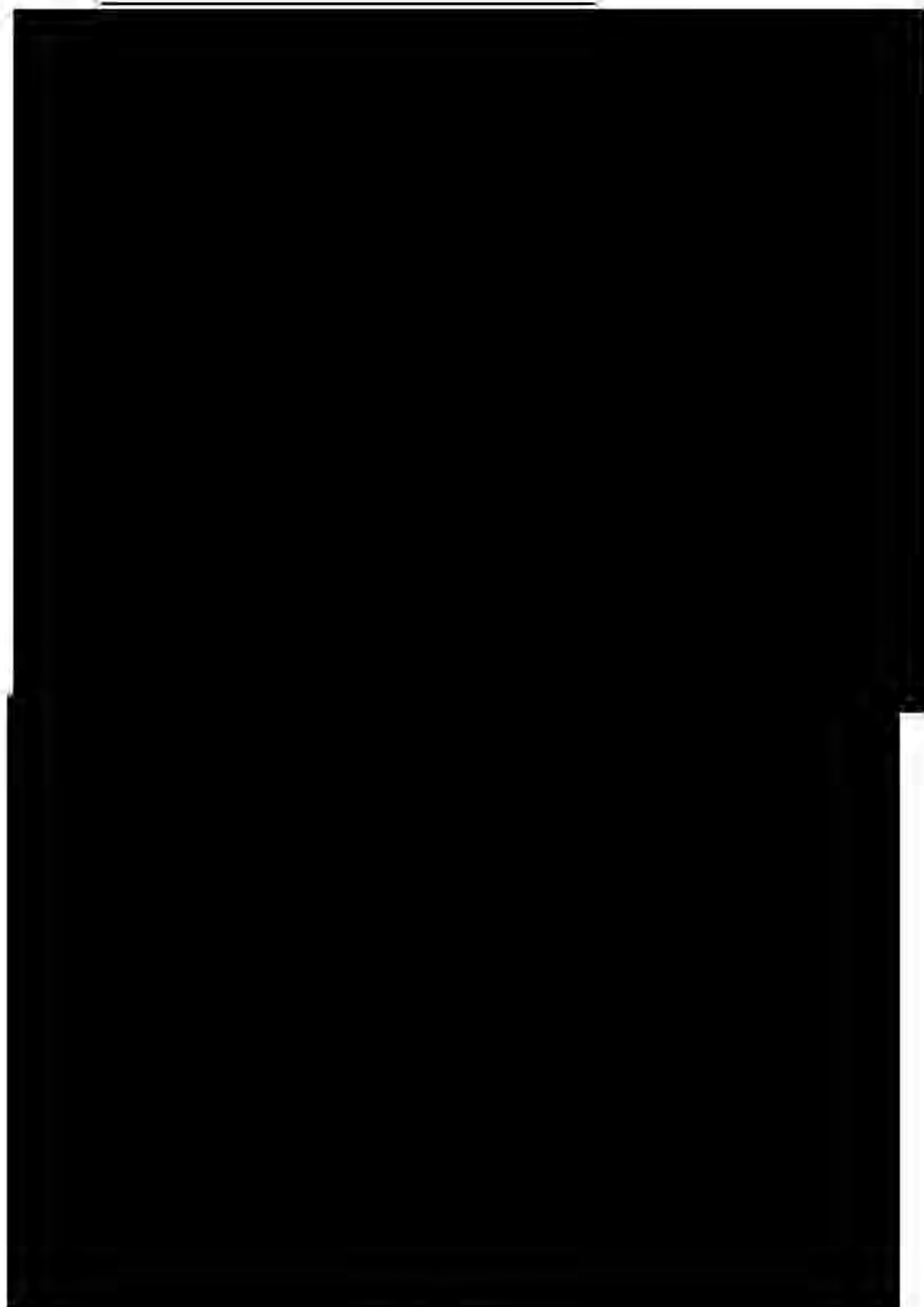
The new way of working has led to a change in the way that people think about their careers. They are now more likely to think of their careers as a series of different jobs, rather than a single career path. They are also more likely to think of their careers as something that they can control.

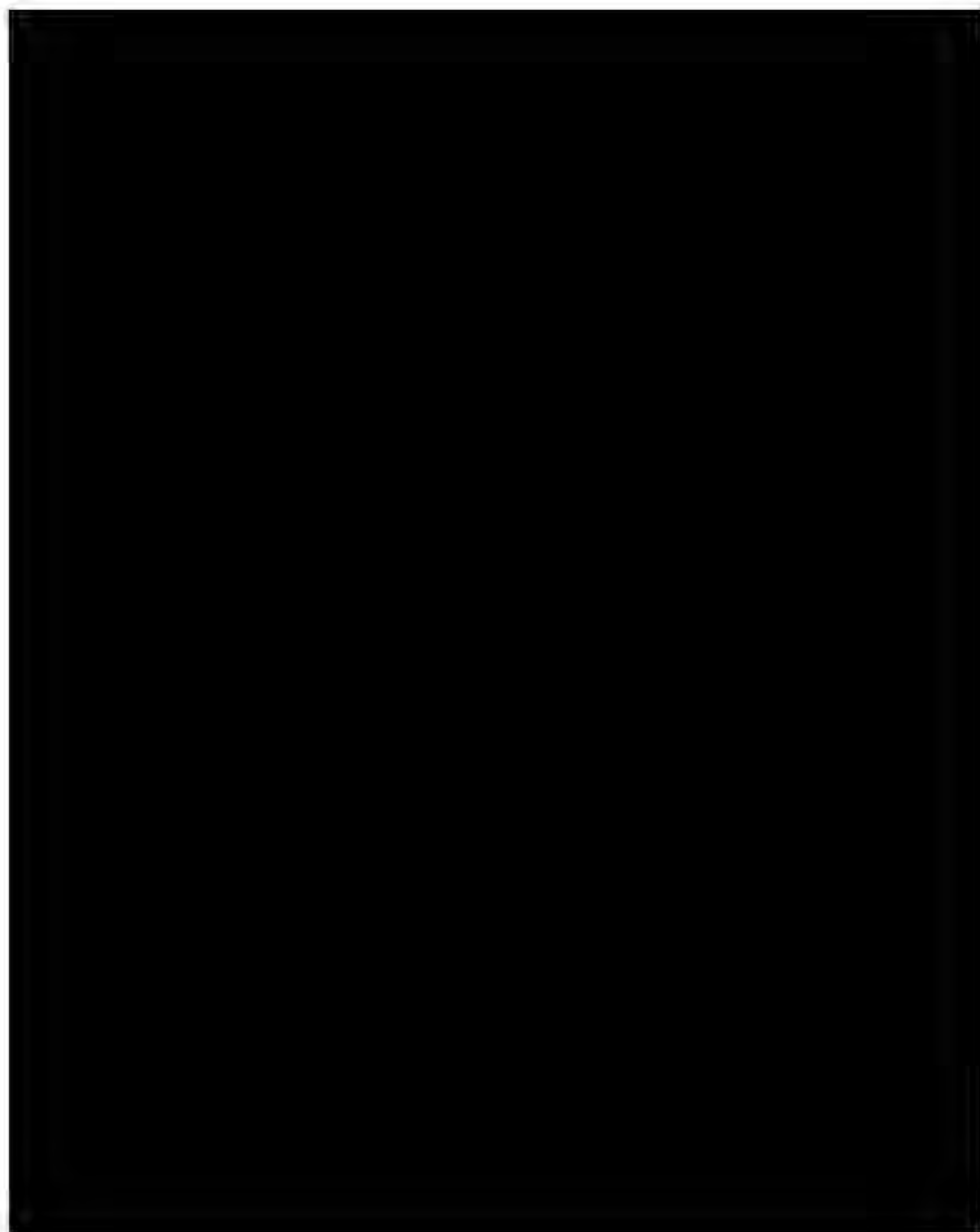
This change in the way that people think about their careers has led to a change in the way that they work. They are now more likely to work in a more flexible way, and they are more likely to work in teams. They are also more likely to work in a more creative way.

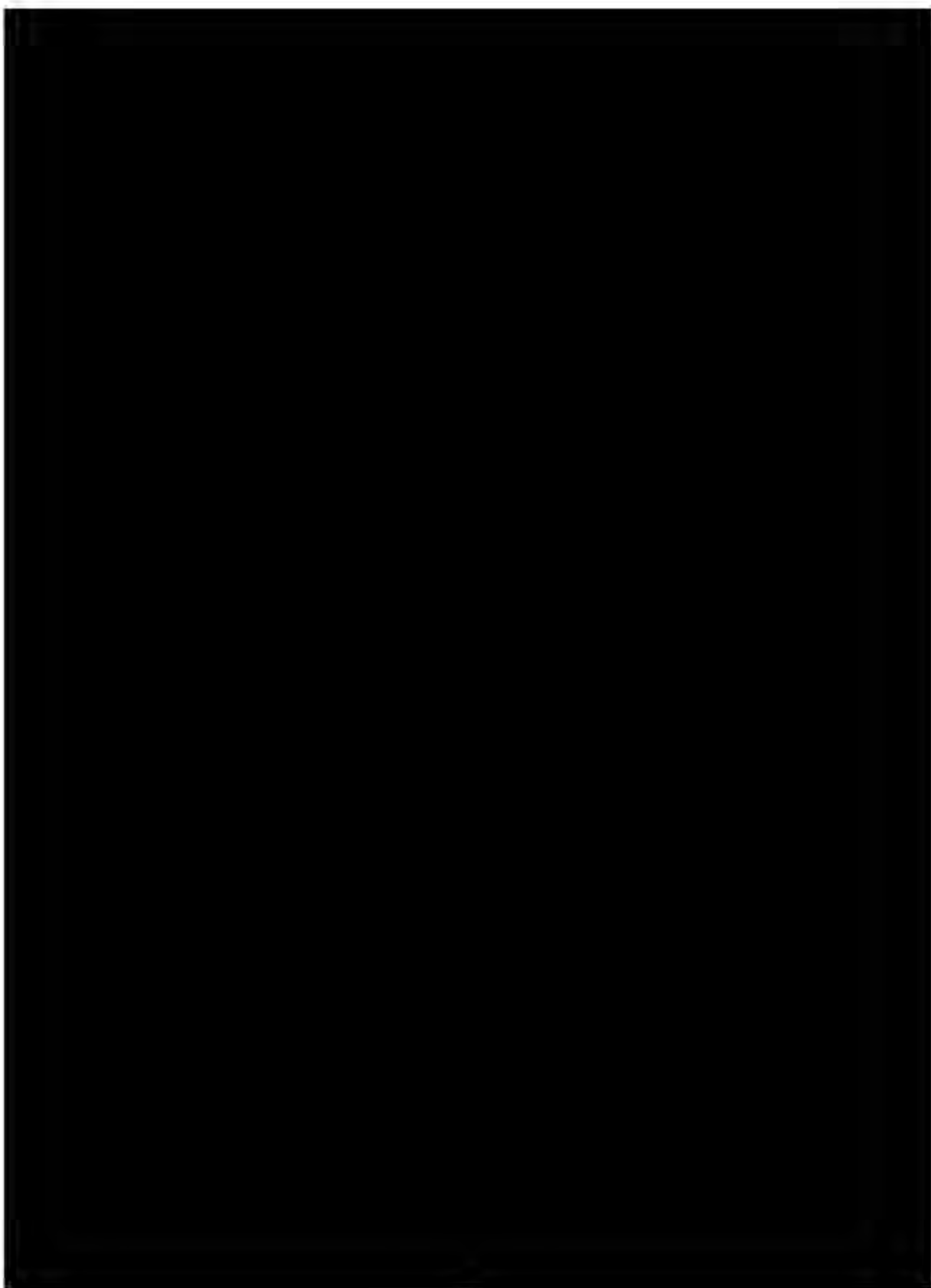
The change in the way that people think about their careers has also led to a change in the way that they learn. They are now more likely to learn on the job, and they are more likely to learn from their colleagues. They are also more likely to learn from their own experiences.

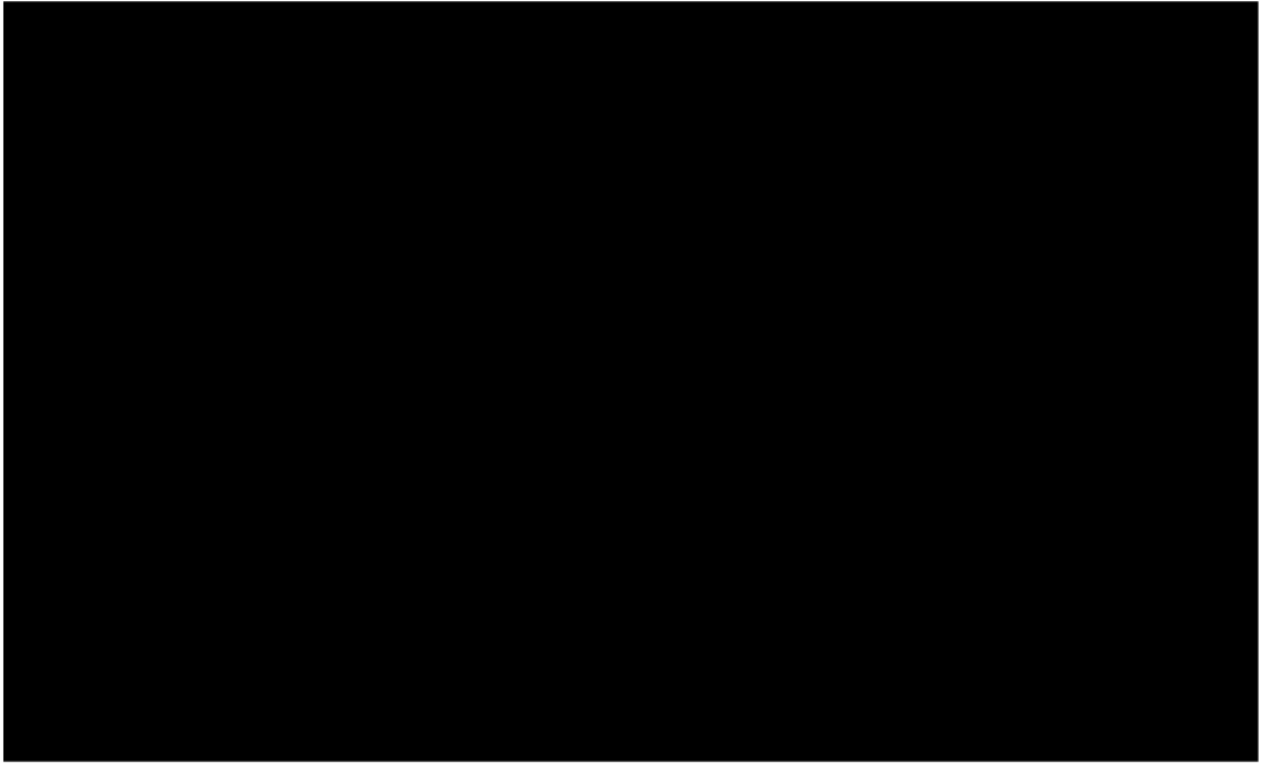
The change in the way that people think about their careers has led to a change in the way that they live. They are now more likely to live in a more flexible way, and they are more likely to live in a more creative way. They are also more likely to live in a more meaningful way.

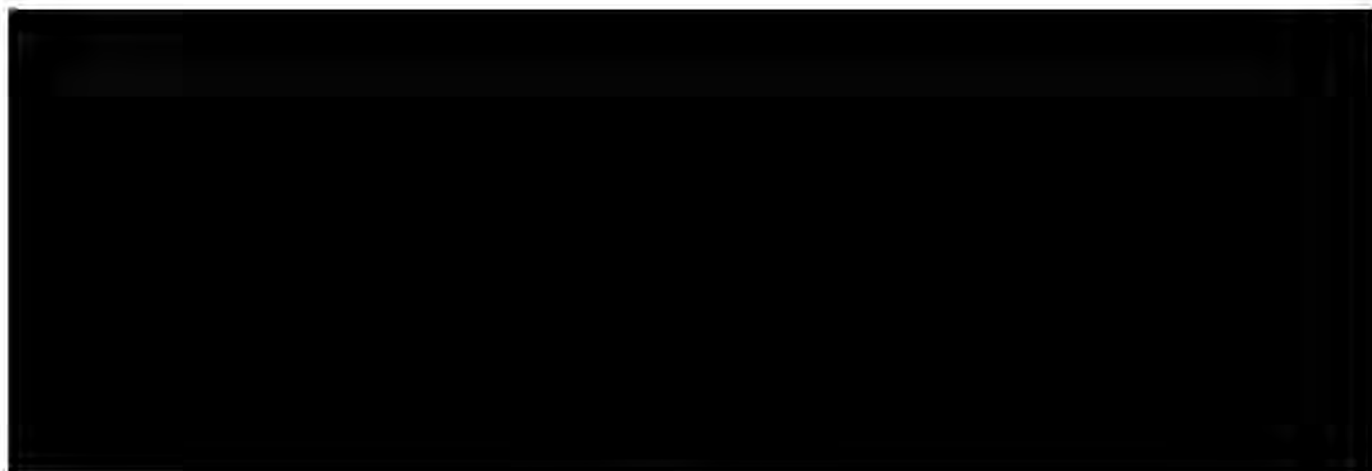


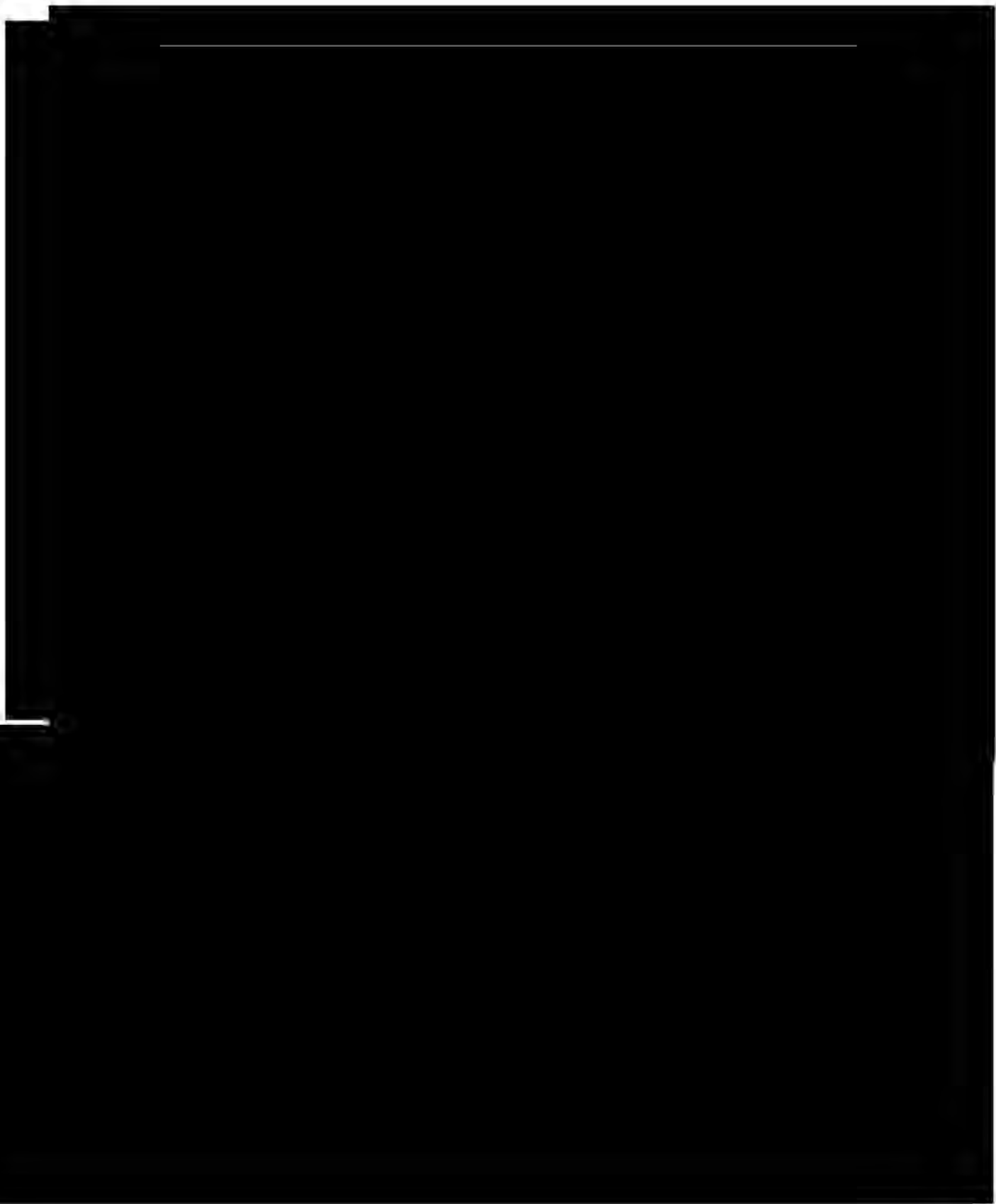




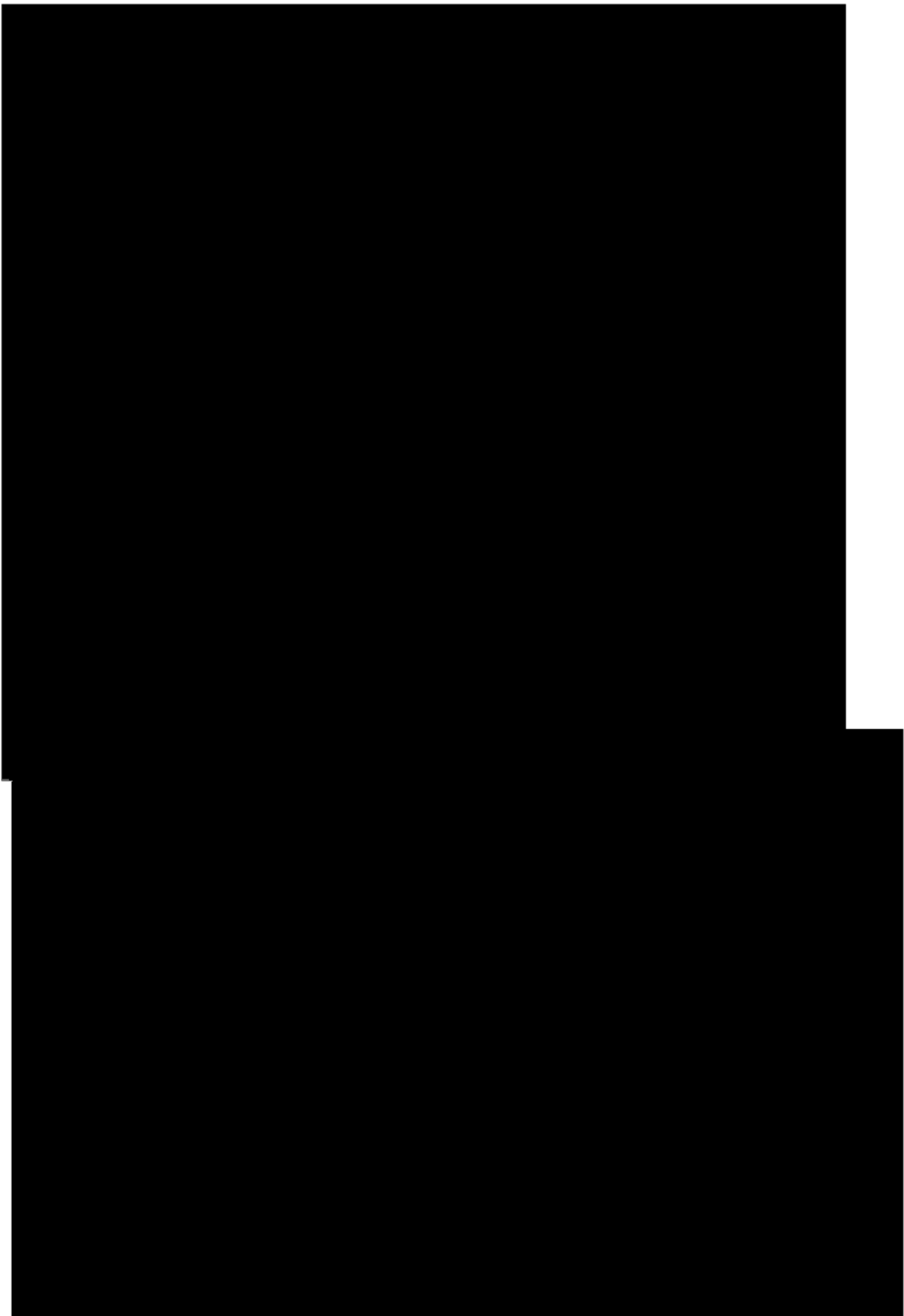








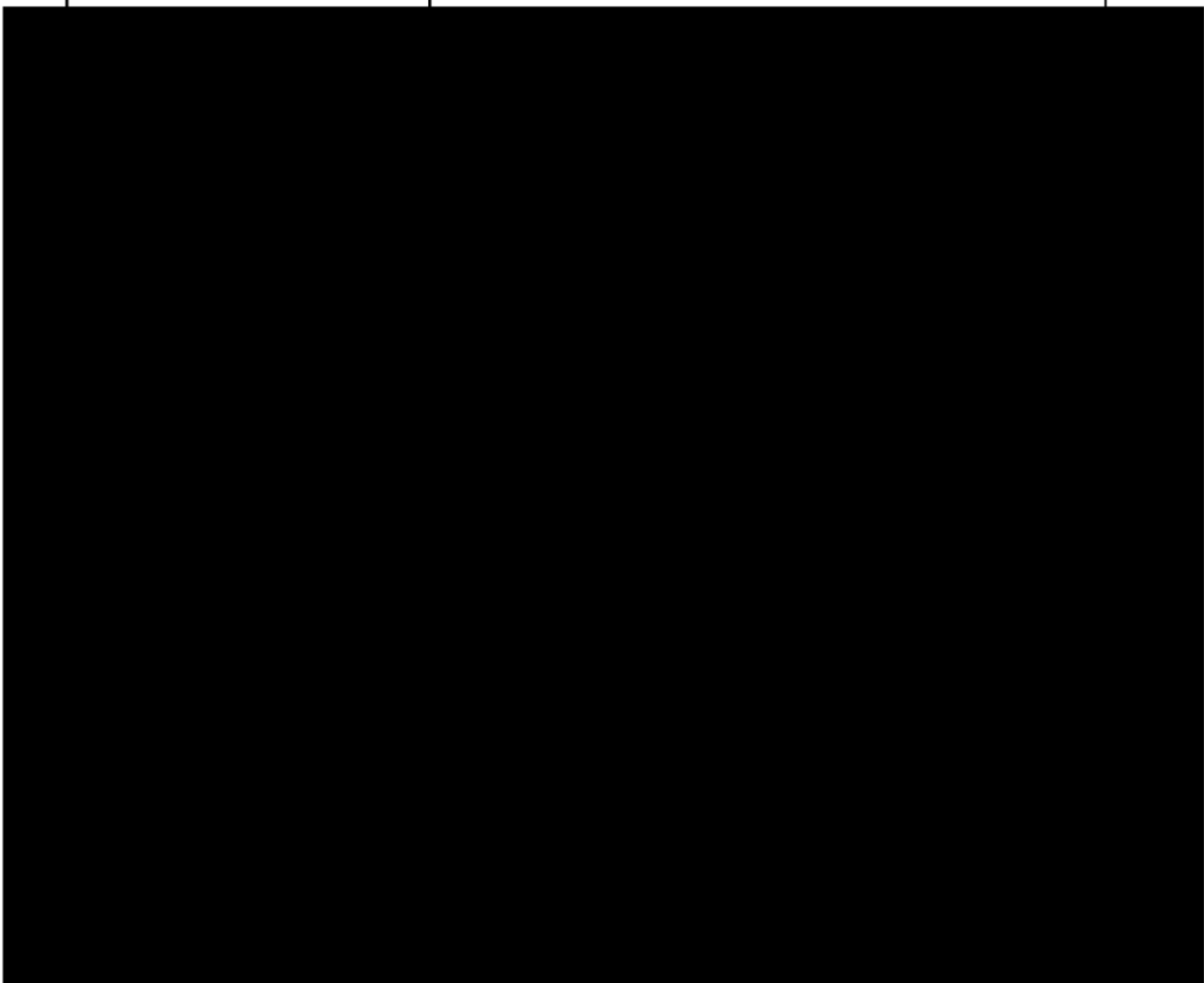
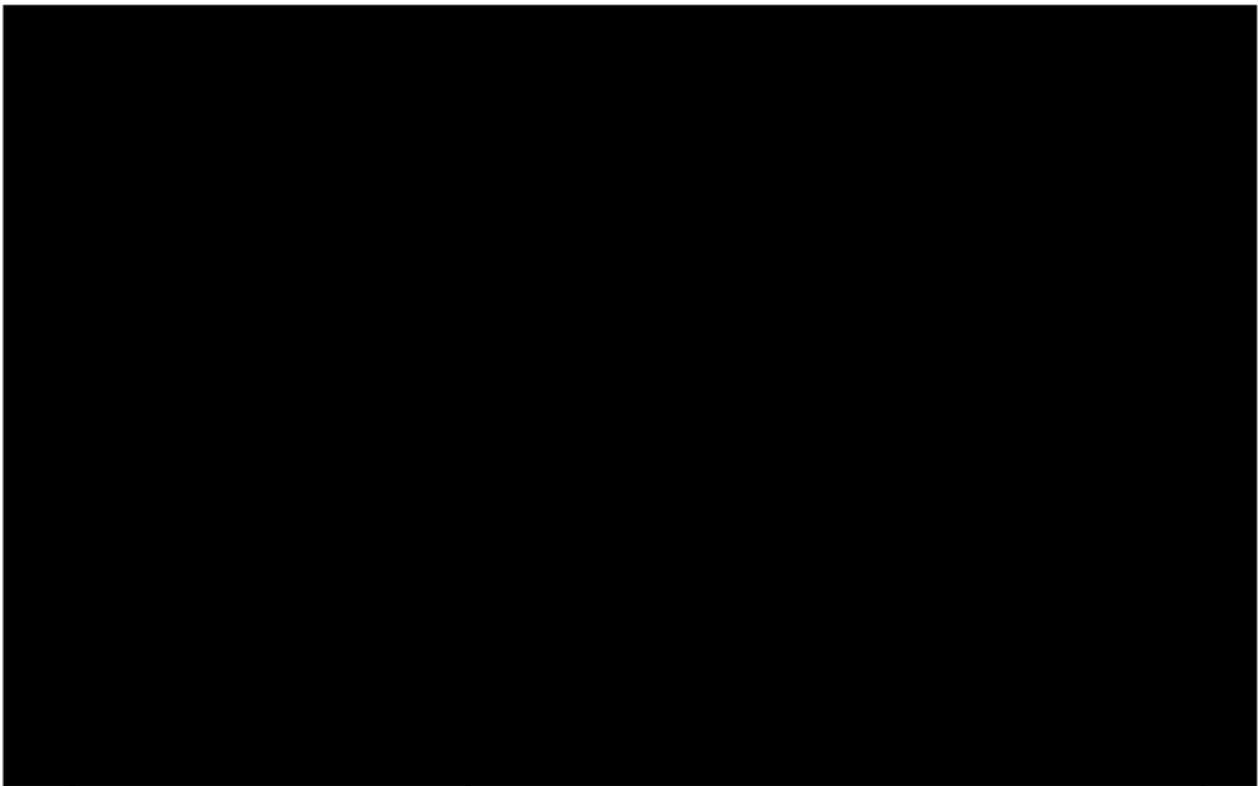


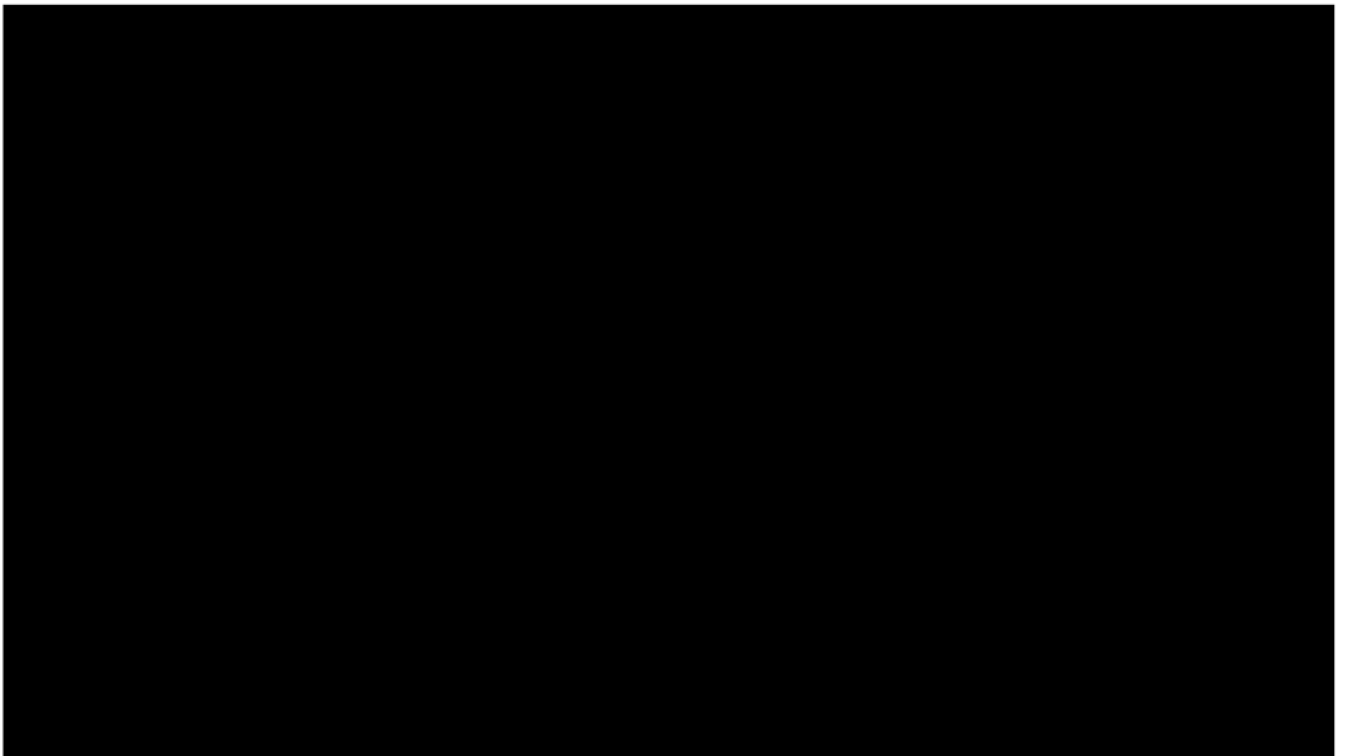
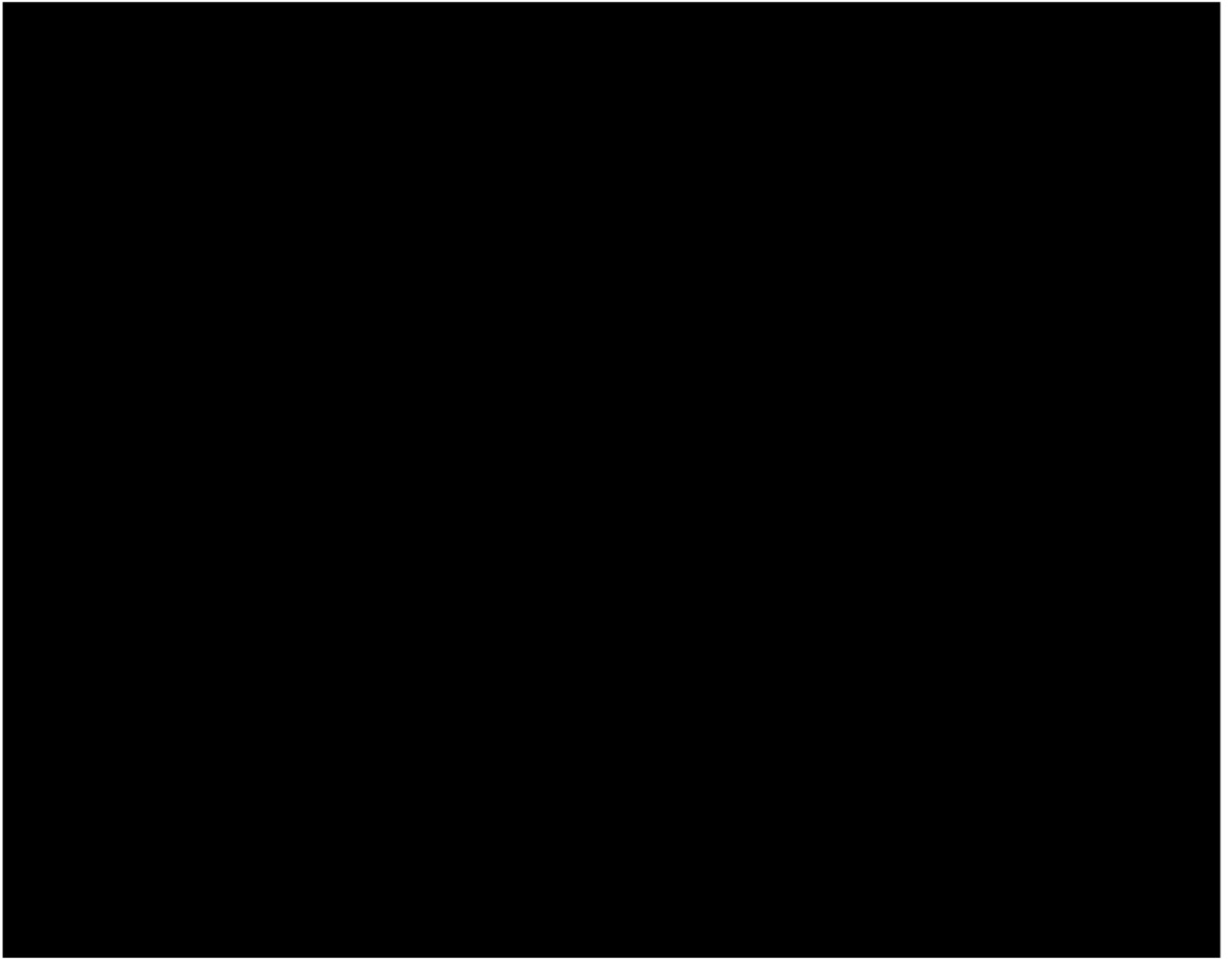


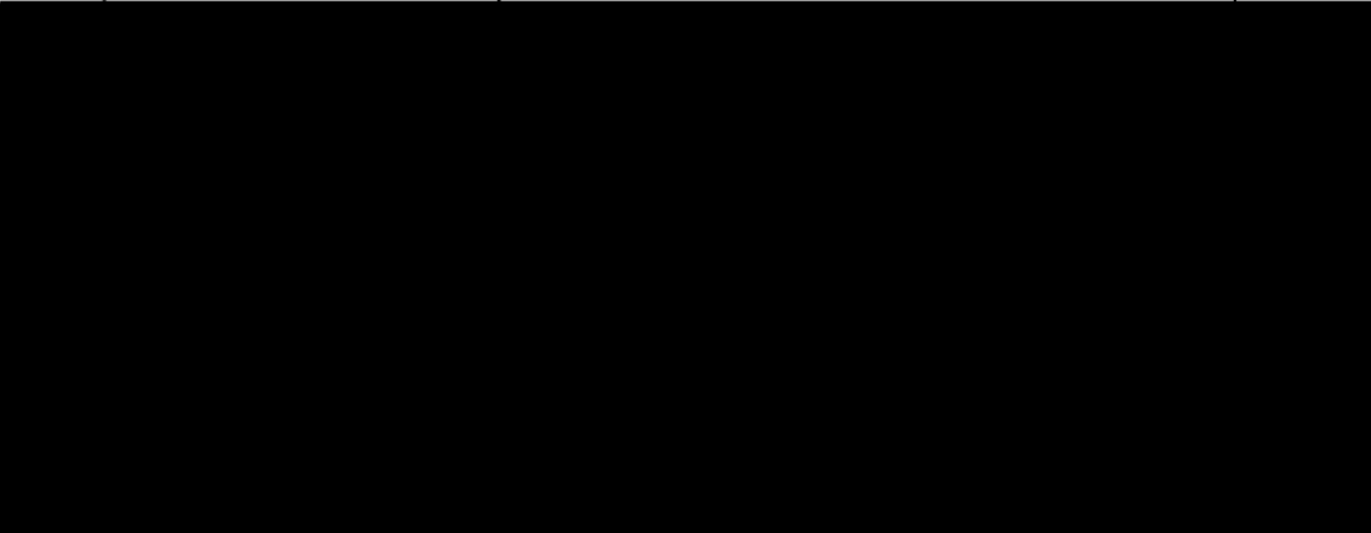
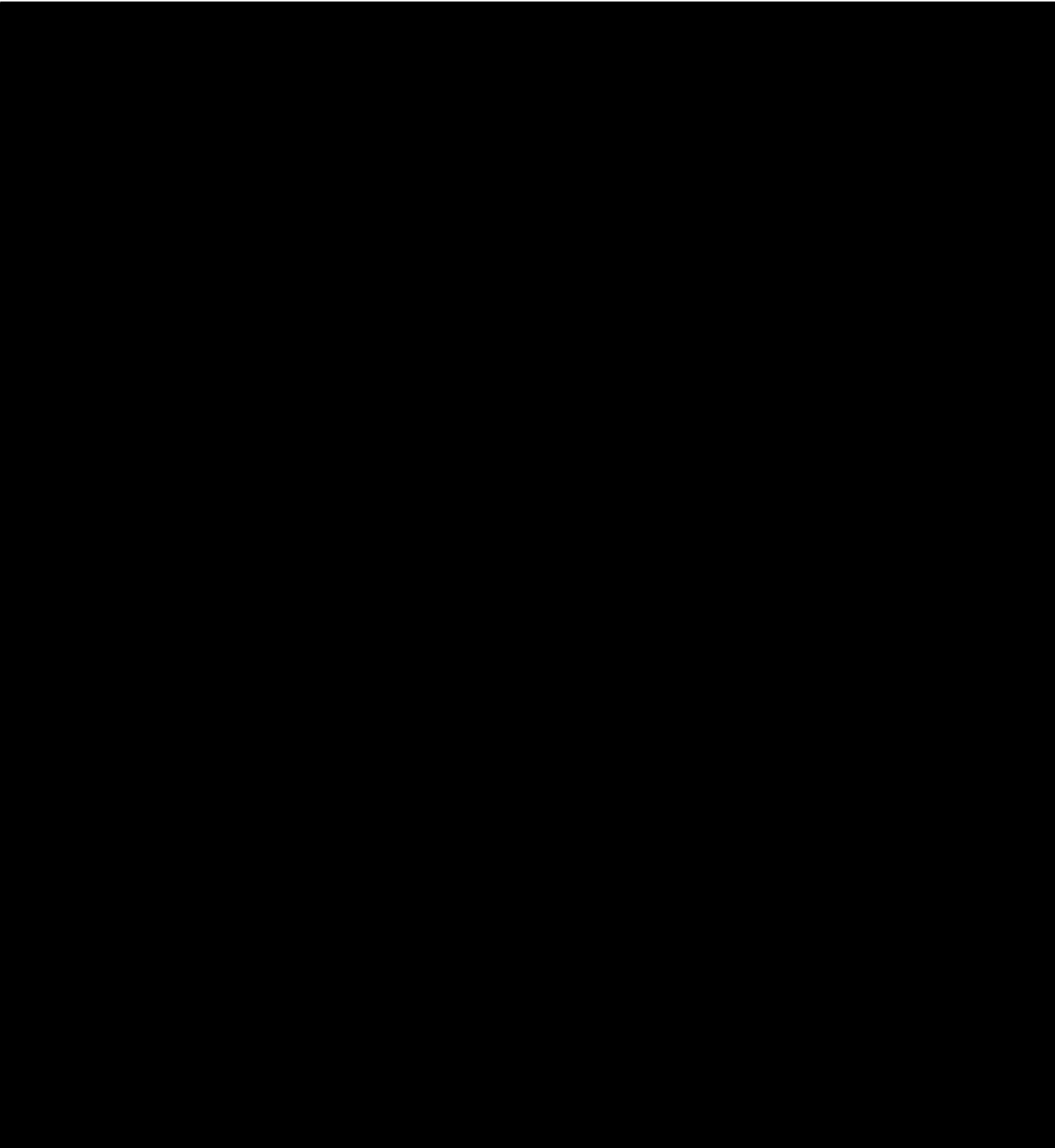
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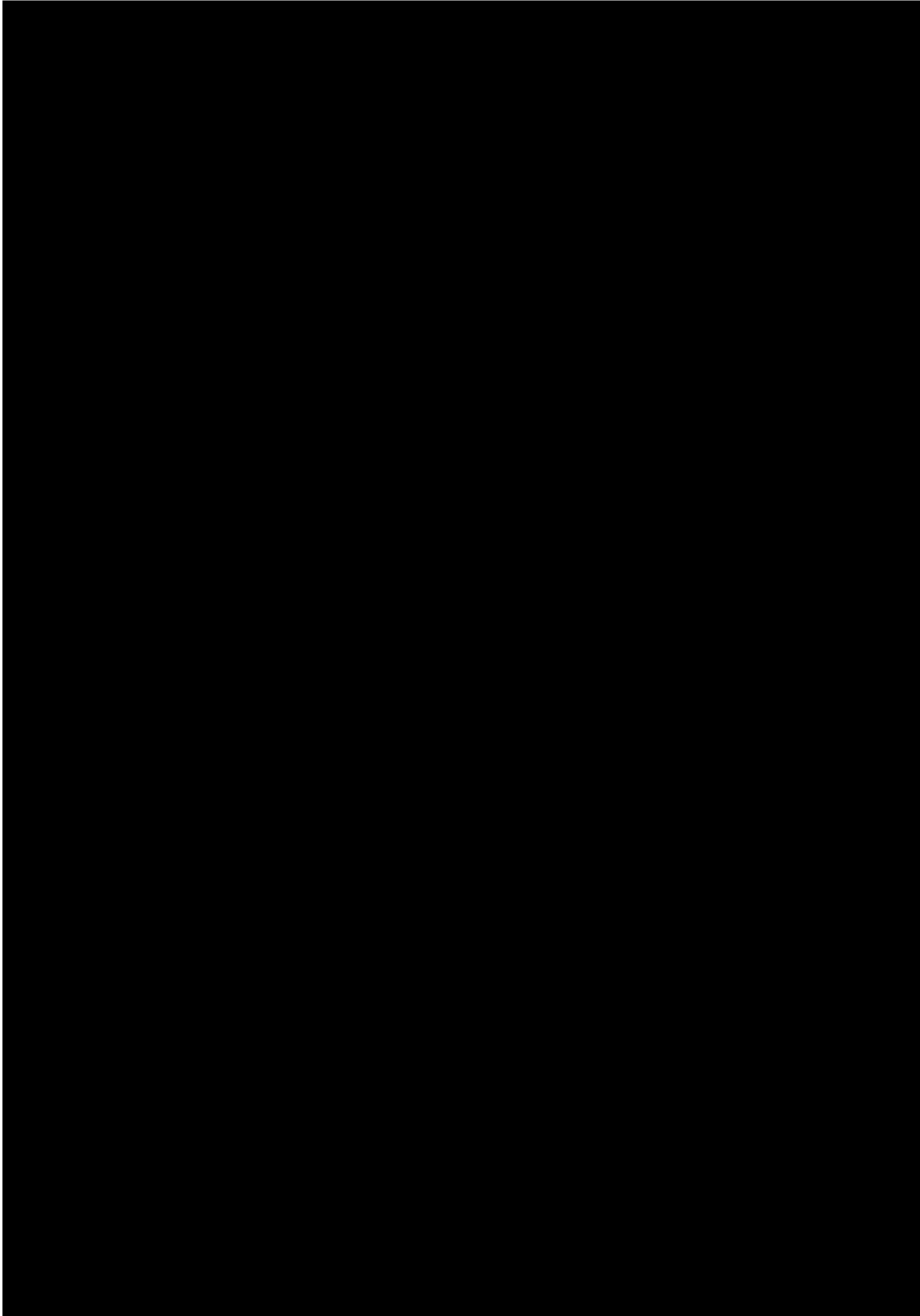
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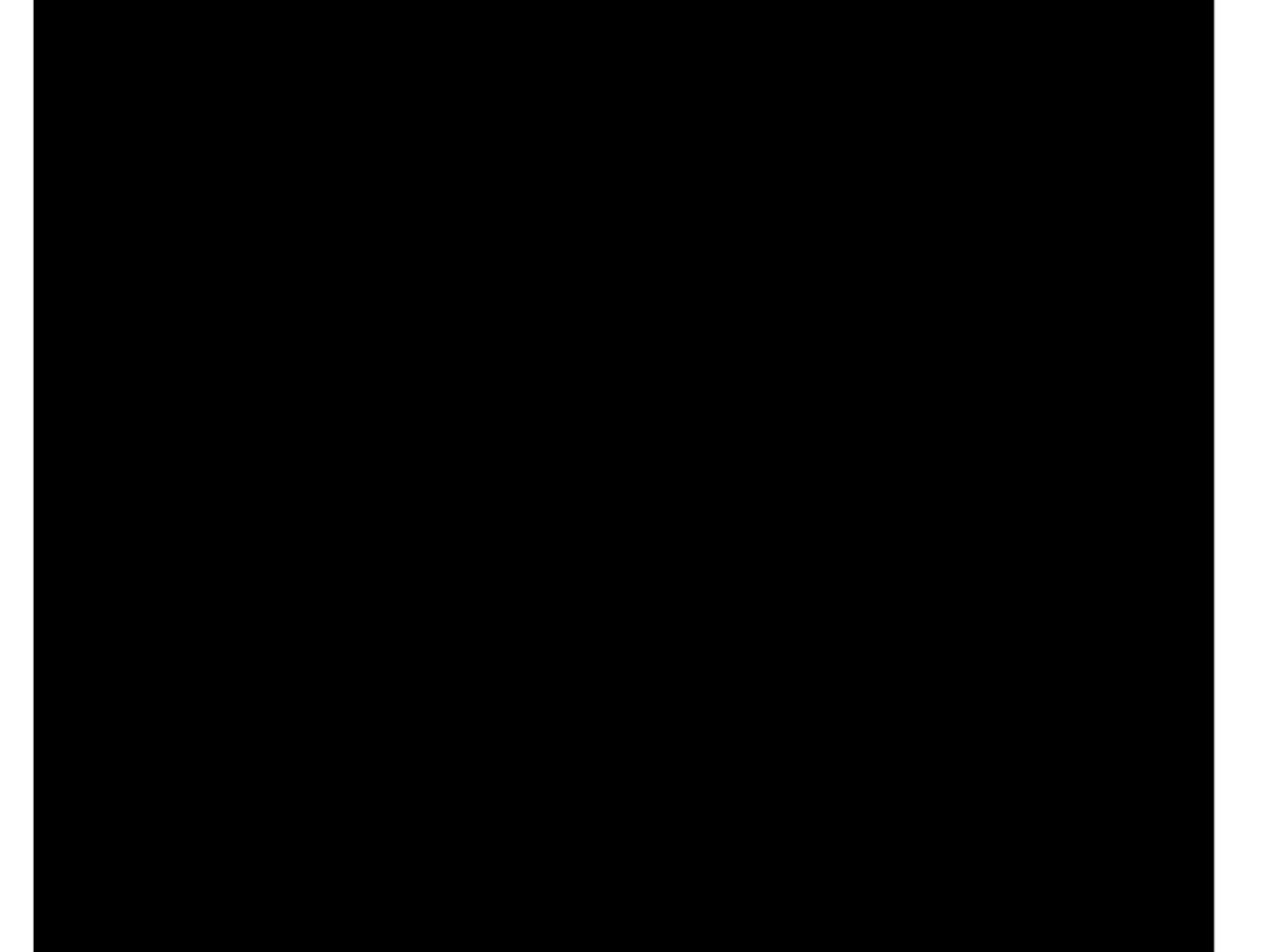
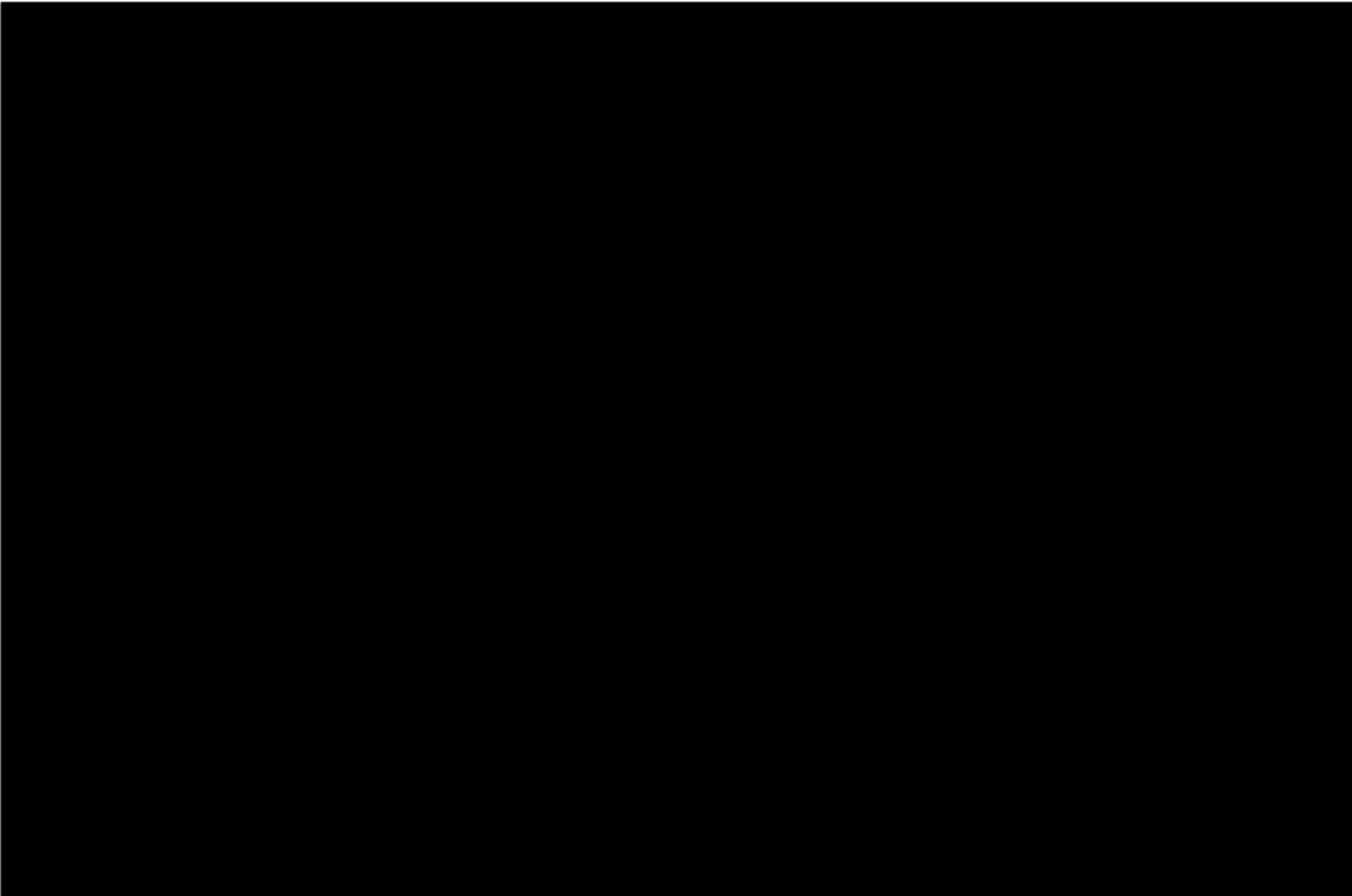


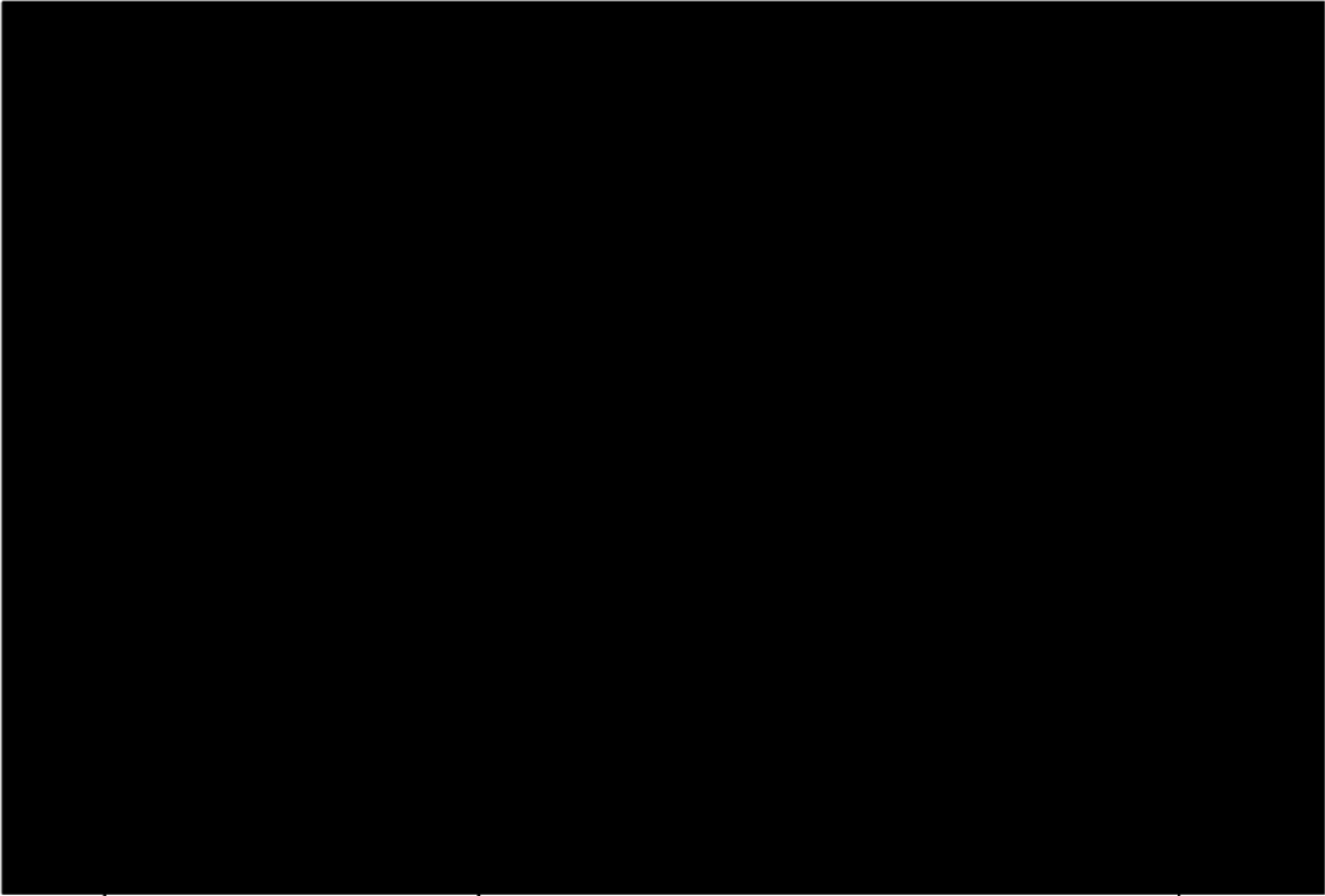












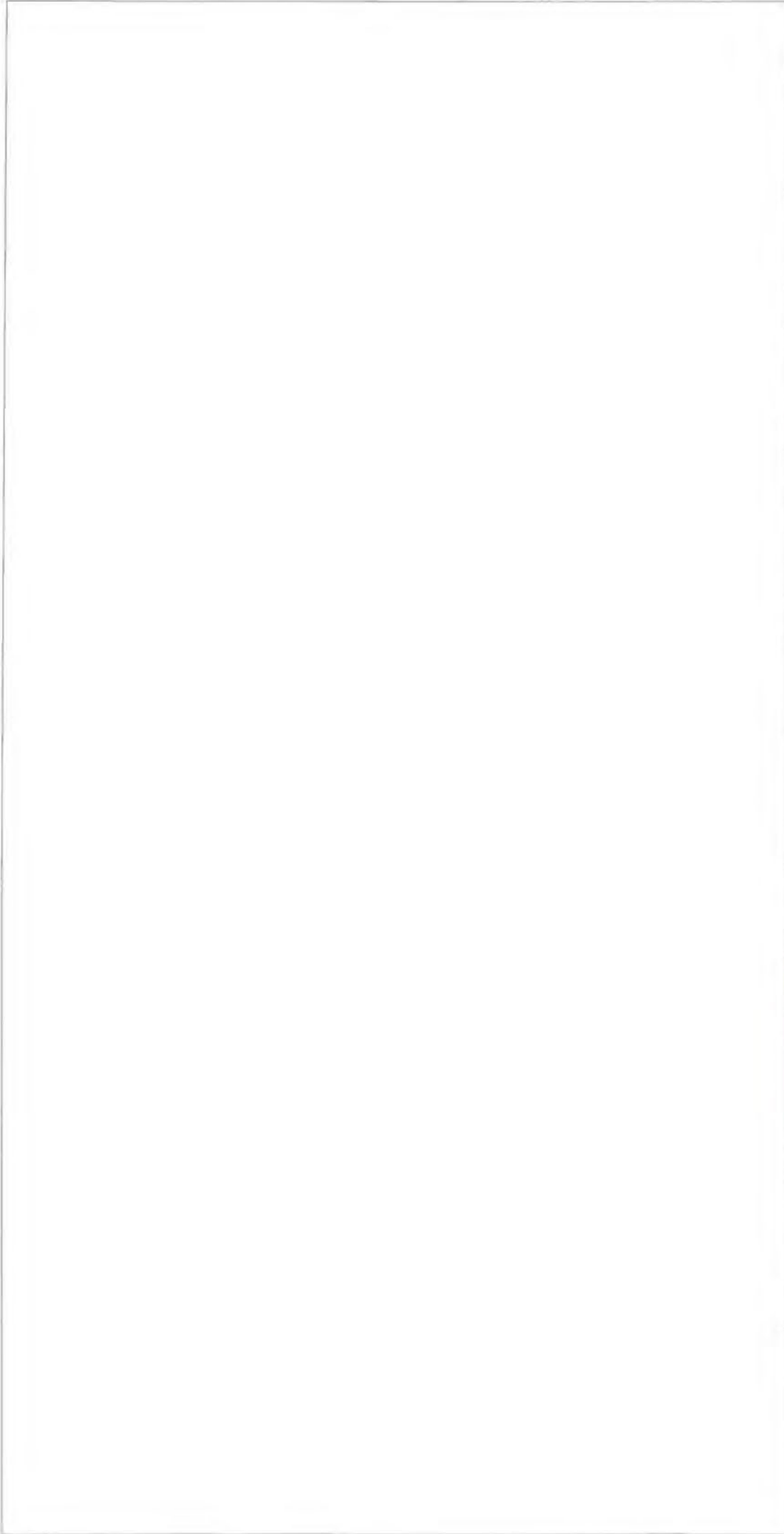
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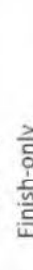




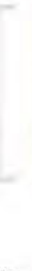


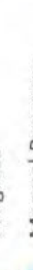

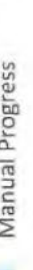















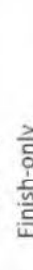




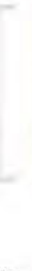


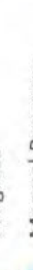

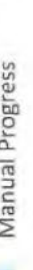















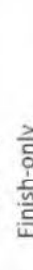




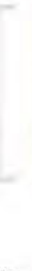


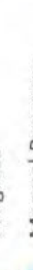

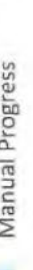













SCHEDULE 17

ICT Implementation Plan

Part 1: Outline ICT Implementation Plan

ID	Task Name	Duration	Start	Finish	1 June		01 September		11 November		21 January		01 April	
					27-06	01-08	05-09	10-10	14-11	19-12	23-01	27-02	03-04	08-05
1	Data Prep	119 days	Thu 01-09-16	Tue 14-02-17										
2	Request updated date from SLWP	51 days	Thu 01-09-16	Thu 10-11-16										
8	Other Data Required SLWP	53 days	Thu 01-09-16	Mon 14-11-16										
11	Sutton Street Schedules	35 days	Mon 21-11-16	Fri 06-01-17										
16	Merton Street Schedules	35 days	Mon 21-11-16	Fri 06-01-17										
21	Finalise Streets Data	2 days	Mon 09-01-17	Tue 10-01-17										
24	Business Waste	37 days	Tue 15-11-16	Wed 04-01-17										
28	Collections Schedules	73 days	Mon 24-10-16	Wed 01-02-17										
48	Finalise Data	9 days	Wed 01-02-17	Tue 14-02-17										
60	Prepare Data for ECHO Automation	20 days	Tue 01-11-16	Mon 28-11-16										
65	ECHO Build	153 days	Thu 01-09-16	Mon 03-04-17										
66	Start Up	22 days	Thu 01-09-16	Fri 30-09-16										
69	Analysis/Design	42 days	Fri 14-10-16	Mon 12-12-16										
90	Build	60 days	Wed 28-12-16	Tue 21-03-17										
97	Deploy	46 days	Mon 30-01-17	Mon 03-04-17										
106	Training	6 days	Fri 17-03-17	Fri 24-03-17										
110	Client Integration Build	81 days	Wed 14-12-16	Wed 05-04-17										
120	Hardware Procurement	60 days	Mon 05-12-16	Fri 24-02-17										



Project: SLWP Deployme Date: Thu 01-12-16	<table border="1"><thead><tr><th data-bbox="1145 470 1173 694">Task</th><th data-bbox="1145 694 1173 963">Inactive Task</th><th data-bbox="1145 963 1173 1232">Start-only</th></tr></thead><tbody><tr><td data-bbox="1173 470 1204 694">Split</td><td data-bbox="1173 694 1204 963"></td><td data-bbox="1173 963 1204 1232"></td></tr><tr><td data-bbox="1204 470 1236 694">Milestone</td><td data-bbox="1204 694 1236 963"></td><td data-bbox="1204 963 1236 1232"></td></tr><tr><td data-bbox="1236 470 1268 694">Summary</td><td data-bbox="1236 694 1268 963"></td><td data-bbox="1236 963 1268 1232"></td></tr><tr><td data-bbox="1268 470 1300 694">Project Summary</td><td data-bbox="1268 694 1300 963"></td><td data-bbox="1268 963 1300 1232"></td></tr><tr><td data-bbox="1300 470 1332 694">External Tasks</td><td data-bbox="1300 694 1332 963"></td><td data-bbox="1300 963 1332 1232"></td></tr><tr><td data-bbox="1332 470 1364 694">External Milestone</td><td data-bbox="1332 694 1364 963"></td><td data-bbox="1332 963 1364 1232"></td></tr><tr><td data-bbox="1364 470 1396 694">Inactive Task</td><td data-bbox="1364 694 1396 963"></td><td data-bbox="1364 963 1396 1232"></td></tr><tr><td data-bbox="1396 470 1428 694">Inactive Milestone</td><td data-bbox="1396 694 1428 963"></td><td data-bbox="1396 963 1428 1232"></td></tr><tr><td data-bbox="1428 470 1460 694">Inactive Summary</td><td data-bbox="1428 694 1460 963"></td><td data-bbox="1428 963 1460 1232"></td></tr><tr><td data-bbox="1460 470 1492 694">Manual Task</td><td data-bbox="1460 694 1492 963"></td><td data-bbox="1460 963 1492 1232"></td></tr><tr><td data-bbox="1492 470 1524 694">Duration-only</td><td data-bbox="1492 694 1524 963"></td><td data-bbox="1492 963 1524 1232"></td></tr><tr><td data-bbox="1524 470 1556 694">Manual Summary Rollup</td><td data-bbox="1524 694 1556 963"></td><td data-bbox="1524 963 1556 1232"></td></tr><tr><td data-bbox="1556 470 1588 694">Manual Summary</td><td data-bbox="1556 694 1588 963"></td><td data-bbox="1556 963 1588 1232"></td></tr></tbody></table>	Task	Inactive Task	Start-only	Split			Milestone			Summary			Project Summary			External Tasks			External Milestone			Inactive Task			Inactive Milestone			Inactive Summary			Manual Task			Duration-only			Manual Summary Rollup			Manual Summary		
Task	Inactive Task	Start-only																																									
Split																																											
Milestone																																											
Summary																																											
Project Summary																																											
External Tasks																																											
External Milestone																																											
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Inactive Summary																																											
Manual Task																																											
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Manual Summary																																											

Part 2: Detailed ICT Implementation Plan

The detailed ICT Implementation Plan set out below is a draft document; the Parties shall review and update this draft detailed ICT Implementation Plan, and any amendments shall be agreed between the Parties in writing.





















ID	Task Name	Duration	Start	Finish	Predecessor	Resource	01 July		01 October		01 January		01 April		01 J
							06/06	18/07	29/08	10/10	21/11	02/01	13/02	27/03	08/05
1	SLWP Build	158 days?	Thu 01/09/16	Mon 10/04/17											
2	Start Up	22 days	Thu 01/09/16	Fri 30/09/16											
5	Data Prep	119 days	Thu 01/09/16	Tue 14/02/17											
6	Request updated date from SLWP	51 days	Thu 01/09/16	Thu 10/11/16											
7	LLPG	1 day	Thu 01/09/16	Thu 01/09/16		PS									
8	ITN	1 day	Thu 01/09/16	Thu 01/09/16		PS									
9	information provided to SI	1 day	Fri 02/09/16	Fri 02/09/16	7,8	PS									
10	LLPG and ITN to be uploaded into ECHO	2 days	Tue 08/11/16	Wed 09/11/16	9	JC									
11	Data Extract Provided	1 day	Thu 10/11/16	Thu 10/11/16	10	JC									
12	Other Data Required SLWP	53 days	Thu 01/09/16	Mon 14/11/16											
13	Sutton	37 days	Thu 01/09/16	Fri 21/10/16		Sutton									
14	Merton	53 days	Thu 01/09/16	Mon 14/11/16		Merton									
15	Sutton Street Schedules	35 days	Mon 21/11/16	Fri 06/01/17											
16	Production of First Draft Street Beats	15 days	Mon 21/11/16	Fri 09/12/16		PS									
17	Production of First Draft Mech Broom Beats	10 days	Mon 12/12/16	Fri 23/12/16	16	PS									
18	Production of First Draft Gritting	10 days	Mon 26/12/16	Fri 06/01/17	17	PS									
19	Auto Allocation Areas	5 days	Mon 12/12/16	Fri 16/12/16	16	PS									
20	Merton Street Schedules	35 days	Mon 21/11/16	Fri 06/01/17											
21	Production of First Draft Street Beats	15 days	Mon 21/11/16	Fri 09/12/16		PS									
22	Production of First Draft Mech Broom Beats	10 days	Mon 12/12/16	Fri 23/12/16	21	PS									
23	Production of First Draft Gritting	10 days	Mon 26/12/16	Fri 06/01/17	22	PS									
24	Auto Allocation Areas	5 days	Mon 12/12/16	Fri 16/12/16	21	PS									
25	Finalise Streets Data	2 days	Mon 09/01/17	Tue 10/01/17	11										
26	Create Street Service Units Sutton	2 days	Mon 09/01/17	Tue 10/01/17	15	PS									
27	Create Street Service Units Merton	2 days	Mon 09/01/17	Tue 10/01/17	20	PS									
28	Business Waste	37 days	Tue 15/11/16	Wed 04/01/17	13,14										
29	Initial Data provided by Sutton and Merton	22 days	Tue 15/11/16	Wed 14/12/16											
30	Data cleansing: business waste portfolio	10 days	Thu 15/12/16	Wed 28/12/16	29	PS									
31	Addition of Business Waste to Collection Rounds	5 days	Thu 29/12/16	Wed 04/01/17	30	PS									
32	Collections Schedules	73 days	Mon 24/10/16	Wed 01/02/17											
33	Data Manipulation Merton	5 days	Tue 22/11/16	Mon 28/11/16	14										
38	Data Manipulation Sutton	10 days	Mon 24/10/16	Fri 04/11/16	13										
42	Create New Schedules	68 days	Mon 31/10/16	Wed 01/02/17	33,38										
52	Finalise Data	9 days	Wed 01/02/17	Tue 14/02/17	51										
53	Production of Communal Refuse Collection Round	1 day	Thu 02/02/17	Thu 02/02/17	32	PS									

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	01 July		01 October		01 January		01 April		01 J	
							06/06	18/07	29/08	10/10	21/11	02/01	13/02	27/03	08/05	19/06
54	Production of Communal Recycling Collection Rounds	1 day	Fri 03/02/17	Fri 03/02/17	53	PS										
55	Production of Kerbside Refuse Collection Rounds	1 day	Mon 06/02/17	Mon 06/02/17	54	PS										
56	Production of Kerbside Recycling Collection Rounds	1 day	Tue 07/02/17	Tue 07/02/17	55	PS										
57	Production of Garden Waste Collection Rounds or Zones	1 day	Wed 08/02/17	Wed 08/02/17	56	PS										
58	Addition of Asset Information	3 days	Thu 09/02/17	Mon 13/02/17	57	PS										
59	Addition of Assisted Collection Information	1 day	Tue 14/02/17	Tue 14/02/17	58	PS										
60	Source Human Resource Data	0 days	Wed 01/02/17	Wed 01/02/17		PS										
61	Source Data Vehicles data	0 days	Wed 01/02/17	Wed 01/02/17		PS										
62	Transformation of Resource & HR data ready for ECHO	5 days	Thu 02/02/17	Wed 08/02/17	61,60	PS										
63	Provide Final Datasets to SI	1 day	Thu 09/02/17	Thu 09/02/17	62	PS										
64	Prepare Data for ECHO Automation	20 days	Tue 01/11/16	Mon 28/11/16												
65	Development of Delivery Auto Allocation Areas	5 days	Tue 01/11/16	Mon 07/11/16	43	PS										
66	Development of Comms Auto Allocation Areas	5 days	Tue 08/11/16	Mon 14/11/16	65	PS										
67	Development of Special/Bulk Auto Allocation Area	5 days	Tue 15/11/16	Mon 21/11/16	66	PS										
68	Development of Auto Allocation Areas for Flytips	5 days	Tue 22/11/16	Mon 28/11/16	67	PS										
69	ECHO Analysis/Design	42 days	Fri 14/10/16	Mon 12/12/16	2											
70	Integration Workshops	25 days	Fri 14/10/16	Thu 17/11/16												
71	Workshop 1	1 day	Fri 14/10/16	Fri 14/10/16		ALL										
72	Workshop 2	1 day	Fri 21/10/16	Fri 21/10/16		ALL										
73	Workshop 3	1 day	Mon 24/10/16	Mon 24/10/16		ALL										
74	Workshop 4	1 day	Wed 26/10/16	Wed 26/10/16		ALL										
75	Workshop 5	1 day	Fri 28/10/16	Fri 28/10/16		ALL										
76	Workshop 6	1 day	Mon 31/10/16	Mon 31/10/16		ALL										
77	Workshop 7 (Integration)	1 day	Wed 02/11/16	Wed 02/11/16		ALL										
78	Workshop 8 (Integration)	1 day	Thu 17/11/16	Thu 17/11/16												
79	Requirements Documentation	26 days	Fri 04/11/16	Fri 09/12/16												
80	Project specification documentation	7 days	Fri 04/11/16	Mon 14/11/16	77	JC										
81	Project specification review No. 1	3 days	Tue 15/11/16	Thu 17/11/16	80	ALL										
82	Comments/queries from Boroughs returned to JC	1 day	Fri 18/11/16	Fri 18/11/16	81	ALL										
83	Project Specification Review Meeting No 1.	1 day	Mon 21/11/16	Mon 21/11/16	82	ALL										
84	Document Updates and Recirculation for Review No 1.	3 days	Tue 22/11/16	Thu 24/11/16	83	JC										
85	Comments/queries from Boroughs returned to JC	5 days	Fri 25/11/16	Thu 01/12/16	84	ALL										

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	01 July	01 October	01 January	01 April	01 July
							06/06/18/07	29/08/10/10/21/11	02/01/13/02/27/03/08/05/19/06		
86	Project Specification Review Meeting No 2.	1 day	Mon 05/12/16	Mon 05/12/16	85	ALL					
87	Document Updates and Recirculation for Review No 2.	3 days	Tue 06/12/16	Thu 08/12/16	86	JC					
88	Project specification final review	2 days	Fri 09/12/16	Mon 12/12/16	87	ALL					
89	Project specification sign off	1 day	Mon 12/12/16	Mon 12/12/16		ALL					
90	Hardware Procurement	91 days	Mon 05/12/16	Mon 10/04/17							
91	Obtain Fleet List	5 days	Mon 05/12/16	Fri 09/12/16		PS					
92	Order Units and Sims	5 days	Tue 24/01/17	Mon 30/01/17	91	JC					
93	Install at Dennis Eagle	50 days	Tue 31/01/17	Mon 10/04/17	92	Dennis Eagle					
94	ECHO Build	59 days	Thu 29/12/16	Tue 21/03/17	88						
95	Data Import Collections	10 days	Wed 15/02/17	Tue 28/02/17	63,52	SI					
96	Data Import Streets	10 days	Wed 01/03/17	Tue 14/03/17	95,25	SI					
97	Data Testing in Dev	5 days	Wed 15/03/17	Tue 21/03/17	95,96	PS,JC					
98	ECHO Configuration	6 days	Thu 29/12/16	Thu 05/01/17	89	SI					
99	Config release package to Training	2 days	Wed 11/01/17	Thu 12/01/17							
100	ECHO Process Behaviour build	15 days	Fri 13/01/17	Thu 02/02/17	98	SI					
101	Merton/Sutton Integration Design & Build	81 days	Wed 14/12/16	Wed 05/04/17							
102	Establish Training Environment with SLWP Contract	9 days	Tue 13/12/16	Fri 23/12/16							
103	Connectivity Config Loaded to Training	1 day	Tue 13/12/16	Tue 13/12/16		Veolia Tech					
104	Veolia Tech Ops Deploy to Training	1 day	Wed 14/12/16	Wed 14/12/16	103	Veolia Tech					
105	Provide CIS connectivity information to Boroughs	1 day	Thu 15/12/16	Thu 15/12/16	104	Veolia Tech					
106	Connectivity with CIS	6 days	Fri 16/12/16	Fri 23/12/16	105	SLWP					
107	Prepare Training Environment for Build/Deploy	1 day?	Wed 14/12/16	Wed 14/12/16							
108	Prepare Config Package from Dev					SI					
109	First Configuration Package Deployed to Training (Event Data Fields only)					Veolia Tech					
110	Second Configuration Package Deployed to Training (Full Behaviour)					Veolia Tech					
111	Integration Support Resource to Produce Test Data										
112	Borough Service Information Build										
113	Build logic to retrieve Service information for UPRI					LBM,LBS					
114	Build logic to retrieve Service information for USRI					LBM,LBS					
115	Merton Process Build	17 days	Wed 14/12/16	Thu 05/01/17		LBM					
116	Build Core Integration Framework	14 days	Mon 19/12/16	Thu 05/01/17	105	LBM					
117	Priority 1 Processes	5 days	Wed 14/12/16	Tue 20/12/16		LBM					

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	01 July		01 October		01 January		01 April		01 J
							06/06	18/07	29/08	10/10	21/11	02/01	13/02	27/03	08/05
135	Priority 2 Processes					LBM									
146	Priority 3 Processes					LBM									
154	Priority 4 Processes					LBM									
162	Sutton Process Build					LBS									
163	Provision of Dev & Test Environment					LBS									
164	Provision of Live Environment					LBS									
165	Priority 1 Processes					LBS									
180	Priority 2 Processes					LBS									
192	Priority 3 Processes					LBS									
199	Priority 4 Processes					LBS									
207	Deploy	65 days?	Wed 28/12/16	Tue 28/03/17	94										
226	Go Live	1 day	Mon 03/04/17	Mon 03/04/17	225										

Project: SLWP Deployme
Date: Mon 23/01/17

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Deadline	
Summary		Manual Task		Progress	
Project Summary		Duration-only		Manual Progress	
External Tasks		Manual Summary Rollup		Slippage	
External Milestone		Manual Summary			

SCHEDULE 18

Estimated Restructure Costs

Contractor's Estimated Restructure Costs			
Total number of redundancies			
Total redundancy budgeted cost			



- End of Schedules -