

SCHEDULE 16

Minor Facilities Protocol

PART 1 - DEVELOPMENT OF MINOR FACILITIES B

1. **NOT USED**

2. **Northwood HWRC Site**

2.1 The Councils have:

2.1.1 obtained a planning permission for the Northwood HWRC Site which allowed for the construction and operation of a facility at the Northwood HWRC Site in accordance with the Specification; and

2.1.2 completed the development of the Northwood HWRC Site in accordance with the planning permission obtained pursuant to **paragraph 2.1.1** and the Northwood Development Plans.

prior to the Amendment and Restatement Date.

3. **Glossop HWRC Site and Transfer Station**

3.1 The Councils have prior to the Amendment and Restatement Date:

3.1.1 obtained a planning permission for the Glossop HWRC Site and Transfer Station which allows for the construction and operation of a facility at the Glossop HWRC Site and Transfer Station in accordance with the Specification; and

3.1.2 commenced (but not completed) the refurbishment of the Glossop HWRC Site and Transfer Station in accordance with the planning permission obtained pursuant to **paragraph 3.1.1** above and the Glossop Development Plans.

3.2 If the Councils wish to carry out further or additional refurbishment of the Glossop Transfer Station and HWRC (or either part) then the Councils shall be required to serve a Council Notice of Change on the Contractor for the same.

3.3 Nothing in this **paragraph 3** shall give rise to a Compensation Event.

4. **Not Used**

5. **Site Conditions**

During the period from the Commencement Date to the date on which the Councils grant the Contractor a Lease of each of the Minor Facilities B (in accordance with **clause 7** (Nature of Land Interests)), the Councils shall ensure that each Minor Facility B together with the items listed on the Councils Asset Register are maintained in the condition they were in as at the Commencement Date and in accordance with Good Industry Practice (subject to fair wear and tear).

6. **Warranties in relation to Refurbishment and Development Work**

- 6.1 The Contractor acknowledges that the Councils have in relation to the development and/or refurbishment (as the case may be), including the design of the same of the Northwood HWRC and the integrated HWRC and Transfer Station at Glossop ("**Upgrade**"):
- 6.1.1 only approved the final designs for the Upgrade where the Contractor has confirmed its approval to such designs (such approval not to be unreasonably withheld or delayed where the designs are such that the Upgrade will allow the Contractor to comply with its obligations under this Contract);
- 6.1.2 procured that any building contractor appointed by the Councils to carry out the Upgrade shall be appointed on terms to be agreed by the Contractor; and
- 6.1.3 provided warranties in favour of the Contractor and the Operating Contractor from each contractor appointed by the Councils to perform any aspect of the Upgrade, such warranties in the Agreed Form subject to such amendments as may be agreed between the Parties provided that to the extent that the Councils were unable to procure suitable warranties in relation to the design of any aspect of the Upgrade then any defect in the design of any aspect of the Upgrade arising from a failure by the Councils' design contractor to use reasonable care and/or comply with Good Industry Practice shall be deemed to be a Compensation Event.

PART 2 - HANDOVER OF MINOR FACILITIES

1. Inspection of each Minor Facility

Prior to the Initial Services Commencement Date, the Contractor shall agree a date with the Councils for inspection of all associated equipment, fixtures and fittings, walls and fencing provided at each of the Minor Facilities together with those items listed on the Councils Asset Register for the Contractor to use for the Services Period. The Contractor and the Contract Manager shall inspect the Site of the relevant Minor Facility on the agreed date and prepare an inventory of equipment together with those items listed on the Councils Asset Register belonging to the Councils and the condition of that equipment.

2. Production of an Inventory and Condition Survey

The inventory and condition survey produced in accordance with **paragraph 1** above will be signed by both Parties and each will hold a copy for record purposes.

3. Handback of the Minor Facilities

Subject to **paragraph 4** below, the Contractor shall return to the Councils on the Expiry Date or the Extended Expiry Date (as the case may be) or, if earlier, the Termination Date, the Site of each Minor Facility and all its contents as indicated on the agreed inventory in the same or better condition as agreed to in the condition survey.

4. Handback of Equipment and Facilities at Raynesway

The Contractor shall not be obliged to return any of the items listed on the Councils Asset Register which relate to the Raynesway HWRC site.