

# ITEM 4

## PAPER NO. WRWA 837

### WESTERN RIVERSIDE WASTE AUTHORITY

<b>MEETING</b>	20 <sup>th</sup> September 2017																
<b>REPORT AUTHOR/DATE</b>	General Manager <i>(Enquiries to Mark Broxup - Tel. 020 8871 2788)</i> 12 <sup>th</sup> September 2017																
<b>SUBJECT</b>	Report outlining progress with operations and other matters since the previous meeting of the Authority																
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	Open - circulation of this paper is not restricted.
<b>BACKGROUND PAPERS</b>	None

## **EXECUTIVE SUMMARY**

1. This paper brings Members up to date on operational and other matters which, in themselves, do not warrant production of a separate paper. The majority of these matters are for Members' information, but where approval is sought this is referred to in the report. The specific matters covered in this report are:-
  - a) Operations
  - b) Clinical Waste
  - c) Abandoned Vehicles
  - d) HWRC Survey
  - e) Recycle Western Riverside
  - f) Waste Management Strategy Seminar
  - g) WREF
  - h) Constituent Council New Recycling Initiatives
  - i) Items costing between £5,000 and £30,000

## **OPERATIONS**

### **Transfer Stations/ Materials Recycling Facility (MRF)**

2. There has been no major disruption in service to the main Transfer Stations' operations since the last meeting.
3. On 17<sup>th</sup> July 2017, planned major maintenance works commenced at Cringle Dock to carry out renovations to two waste compactors. To facilitate these works some evening deliveries were diverted to Smugglers Way and this resulted in a temporary extension to the opening hours at Smugglers Way on weekdays to receive a limited and controlled number of vehicles (fewer than 30 loads per day).
4. The works were timed to coincide with the summer holiday period to reduce the inconvenience to local residents and a leaflet explaining the temporary extension was distributed to local residents. This is attached as Appendix A for information. Lambeth's day time collection vehicles were also diverted to Smugglers Way to assist these works. The works were completed on schedule and normal operations resumed on 14<sup>th</sup> August 2017.

### **Belvedere**

5. On 5<sup>th</sup> July 2017, between 15:29 and 15:59, a Carbon Monoxide exceedance took place at the Riverside Resource Recovery Limited's Energy from Waste facility located in Belvedere; these levels returned to normal within 30 minutes of the

incident. It is standard procedure for Cory to carry out a full investigation in an attempt to find out the cause of the exceedance. The appropriate authorities were notified. Cory and Bexley Council carefully audit all of the waste streams entering the facility in order to minimise the inclusion of volatile wastes, such as gas canisters, which may lead to such incidents.

## **CLINICAL WASTE**

6. At the Authority meeting on 24<sup>th</sup> January 2017 it was reported that there had been a high number of needle stick injuries to MRF employees due to an excessive amount of clinical waste making its way in to the MRF.
7. In an effort to introduce more control to stop this problem, officers explored the possibility of a joint clinical waste collection service across the four boroughs, along with a communications campaign and an information helpline. Technical officers were consulted and it was agreed that Authority officers should carry out a feasibility study to progress this idea. However, at the last Authority meeting it was reported that Resource London had launched a project in 2014 to develop a pan-London clinical waste management and collection service, in partnership with NHS England (London region), based on the Hazardous Waste model operated by the City of London. This project was established to try and deal with the incorrect categorisation of clinical waste, resident confusion, poor communication between the NHS and the London Boroughs and problems with commercial collections. Authority officers had therefore stopped working on the viability of an Authority-wide clinical waste collection service until more was known about the Resource London's pan-London proposals.
8. Resource London originally planned to have the project established by April 2016 but, due to a number of barriers, the project was delayed. However, at Resource London's Board meeting on 14<sup>th</sup> July 2017 it was decided not to continue with this project as NHS England had decided not to proceed with entering into the proposed Framework Agreement and London Resource's board felt that, although this project was important, it did not help to progress their key recycling objectives.
9. It is proposed therefore to recommence with a project to try and address the problem of clinical waste entering the MRF. Proposed actions would include the following:
  - a. Exploring where the clinical waste is coming from by attempting to identify the rounds that are bringing the clinical waste in to the MRF. This will be attempted through the sampling process, and trying to locate evidence that

could identify the round, such as street names from addresses found in the surrounding material.

- b. Dates are currently logged when clinical waste is found, but going forward this will be cross referenced with the rounds tipped on those dates to try and identify a pattern.
- c. Passing the information concerning the suspected rounds to the borough officers for action and encouraging them to i) map all the likely commercial properties and charitable organisations that generate clinical waste on the suspected collection round, ii) distribute information about the safe disposal of clinical waste and the legal requirements of disposing of it safely, and iii) take the necessary enforcement action.
- d. Testing the market to assess the potential increase in costs or possible savings of operating a joint waste collection service. Boroughs have indicated that they are open to a possible joint collection service for residents who are self-treating at home with the help of relatives or carers. This will not include waste produced by qualified healthcare workers providing treatment in the home as this should be disposed of by the National Health Service. Currently there is a wide variance between the amount of collections carried out by each borough, for example Kensington and Chelsea carries out a small number of collections per week (8 on average), and disposed of three tonnes of clinical waste in 2016/17, and Hammersmith & Fulham collects from a significantly higher number of residents, at 100 per week on average, and disposed of 30 tonnes of clinical waste in 2016/17.

10. Members are asked to note and approve the proposals a. to d. above to progress this project to reduce/eradicate clinical waste from entering the MRF.

### **ABANDONED VEHICLES**

11. At the Authority meeting on 24<sup>th</sup> January 2017 it was reported that the constituent councils have a number of different powers with respect to the removal of motor vehicles from their highways through their Parking Enforcement contracts. Three out of the four boroughs are using these powers to deal with Abandoned Vehicles. The fourth, Wandsworth, is considering doing the same. As a consequence, and in order to simplify the process, a draft legal agreement between the Authority and the four boroughs, which will pass the Authority's duties under the Refuse Disposal Amenity Act 1978 to the Boroughs, was created and circulated to the Boroughs for comment. A second draft of the legal agreement was circulated in July 2017 and, with the exception of

Hammersmith & Fulham, all three boroughs are content to sign the agreement. Members will recall that agreement was reached at the last meeting that, once the abandoned vehicle contract was finalised with the constituent councils, the Authority would enter into it. A copy of the contract is attached as Appendix B for information.

### **HOUSEHOLD WASTE AND RECYCLING CENTRE (HWRC) SURVEY**

12. A Household Waste and Recycling Centre satisfaction survey commenced on 4<sup>th</sup> September 2017. Following a procurement exercise M.E.L. Research were appointed to carry out the work. The questions residents were asked remained largely the same as when the survey was last carried out in September 2014, with the exception of the following additional question “The Authority is keen to adopt a more proactive approach in getting residents to reuse and recycle the waste they deliver to the Centre. What is your view about this idea?” The results of the survey will be reported to the next Authority meeting in November 2017.

### **RECYCLE WESTERN RIVERSIDE 5 (RWR)**

#### **Resource London – Borough Communications Funding for Recycle Week**

13. At the last Authority meeting it was reported that, following a funding application to Resource London, the Authority had been awarded £12,000 to run a bus shelter advertising campaign during Recycle Week, commencing on 25<sup>th</sup> September 2017. With match funding from the RWR 5 communication budget of £8,000, each of the four boroughs has a £5,000 campaign at the 80 locations detailed in Appendix C to this report. For Members’ information, the approved WRAP Recycle Week advert is attached as Appendix D. This will be displayed on the bus shelters in the Authority’s area and will coordinate with the London-wide and national campaigns. A press release will be issued and information will go on the Borough and the Authority websites, along with daily tweets and information on the WRWA Facebook account.

### **WASTE AND RECYCLING STRATEGY FORUM**

14. An Authority Waste and Recycling Strategy Forum is planned to take place on the morning of 14<sup>th</sup> September 2017. The planned programme is attached as Appendix E for information.

15. Members are invited to hold a discussion at this meeting around the key outcomes from the Seminar, possible key action plans and areas for further

investigation that will formulate the basis for the planned Strategy report to be drafted by the General Manager for the November 2017 Authority meeting.

### **WESTERN RIVERSIDE ENVIRONMENTAL (WREF) FUND**

16. At the last Authority meeting it was reported that Cory had sold its UK landfill and gas business to an insurance company called Armour Group Holdings and no longer holds an interest in the landfill business. Cory will therefore not be in a position to continue making landfill tax contributions to WREF.
17. The Authority's Chairman wrote to Cory's Chairman suggesting that Cory might consider directly supporting new environmental projects, possibly based around the River Thames (in the Authority's area). A response was received on 16<sup>th</sup> June 2017 that outlined Cory's support for two charities; one is a social inclusion charity called "School of Hard Knocks" (SoHK), a charity that supports people that have been long term unemployed. The second charity that Cory is supporting is the Hubbub Organisation, and specifically their "For Fish's Sake London, don't drop litter" (#FFSLDN) campaign. Cory invited the Authority to work with them to help support these charities, but the Authority does not itself support charitable causes, unless:
  - a. It is in a position to do something its constituent councils cannot (e.g. providing a limited amount of free waste disposal for local charities or, in the case of the Reuse Centre, offering space for its operation), or
  - b. It is able to leverage additional funding in some way that its constituent councils can't.

### **CONSTITUENT COUNCIL NEW RECYCLING INITIATIVES**

18. At the meeting of the Authority on 22<sup>nd</sup> September 2010 (Paper No. WRWA 669A) Members instructed the Clerk to write to each of the constituent councils to inform them that, in future, should they wish to make arrangements themselves to recycle any significant tonnage of waste then, in accordance with Section 48 of the Environment Protection Act 1990, they must, as soon as reasonably practicable, notify the Authority in writing. The Authority will then approve or object to any such proposal at its next available meeting. The Clerk wrote to the constituent councils, as instructed, on 27<sup>th</sup> October 2010.
19. At the last meeting it was reported that the General Manager has sought approval under the Standing Order No.38 Procedure for Kensington and Chelsea

to introduce a 12-month food waste pilot collection service in North Kensington, for 2,400 residents living on a large estate. However, the pilot did not commence due to concerns raised by the London Fire Brigade (LFB) about the potential obstruction of fire exits.

20. Kensington and Chelsea has now revised the proposal to collect from 1,700 single occupancy homes in the South of the borough and is working with Resource London on this food waste collection project. The pilot is intended to last for 12 months, starting in late October 2017, and it is estimated that 3.4 tonnes of food waste will be collected. Cory has been advised of the changes and is happy for the trial to go ahead.

21. The Authority has commissioned a waste composition survey to commence before the launch of the trial and some time during the trial to investigate any changes to the waste stream, not only with food waste but also any increases in recycling performance and positive impacts on contamination.

#### **COMMENTS OF THE TREASURER**

22. All proposals outline in this report are met from within existing approved budgets or external grant funding.

#### **ITEMS COSTING BETWEEN £5,000 AND £30,000**

23. The following items of expenditure have been authorised by officers under delegated powers within the band range of £5,000 to £30,000 since the last Authority meeting:-

KPMG LLP	External Audit Fees	£15,660
Zurich Municipal	Insurance – all risks and other	£22,239
M.E.L.	HWRC Usage and Satisfaction Survey	£5,210

#### **RECOMMENDATIONS**

24. Members are asked to:



a) Note and approve the proposals a. to d. in paragraph 9 above to progress a Clinical Waste project and deploy the actions detailed to reduce or eradicate the clinical waste entering the MRF; and

b) otherwise receive this report as information.

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Mark Broxup  
General Manager

Western Riverside Waste Authority  
Smugglers Way  
Wandsworth  
SW18 1JS

12<sup>th</sup> September 2017

# WESTERN RIVERSIDE TRANSFER STATION JULY 2017 UPDATE



It is necessary for Cory Riverside Energy (the company which operates the Smugglers Way and Cringle Street facilities on behalf of WRWA) to utilise more fully the permitted opening hours of the Smugglers Way Transfer Station for a short period and we would like to explain the reason for this change.

Our Cringle Dock Transfer Station in Battersea requires major maintenance works. For the duration of these works the operating capacity at Cringle Dock will be reduced meaning that, to make up for the shortfall, it will be necessary to extend the opening hours at Smugglers Way.

From Monday, 17th July 2017, the Smugglers Way Transfer Station will therefore extend its opening hours, on weekdays only, for a limited and controlled number of vehicles. The Transfer Station currently closes at 4pm but, for the duration of the Works which is estimated to be a four-week period, the Station will remain open until 9pm.

During this 4pm to 9pm period there will be an average of six vehicles per hour arriving and leaving the Transfer Station by road. The waste received will be compacted on arrival and then loaded onto barges the following day.

This change does not affect the opening times of the Household Waste and Recycling Centre (the part of our site closest to you which is used by the public).

We have timed these Works to coincide with the summer holiday period to reduce the inconvenience as much as possible. We thank you for your patience during this time and, should you have any queries, please do get in touch with the Authority by phone on 020 8871 2788 or by email via [info@wrwa.gov.uk](mailto:info@wrwa.gov.uk)



## Fires at the Transfer Station

You may recall that last July WRWA experienced two unrelated fires within a space of four days. I am sure that if you were at home at the time of the fires you may have been alarmed, and we would like to take the opportunity to provide you with an update on actions taken since that time.

The fire safety systems operated as designed, but the first fire did cause a significant amount of damage to a section of one of the main processing lines within the Materials Recycling Facility (MRF). Lengthy repairs have now been completed and the MRF has been fully operational since May 2017.

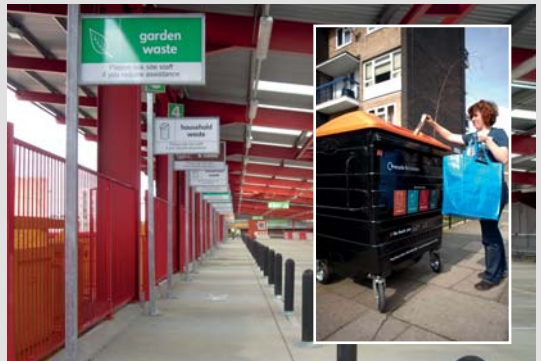
In consultation with the London Fire Brigade the fire prevention measures that were in place, prior to July 2016, have since been enhanced and the

installation of a deluged water system, in addition to the existing water sprinkler system, is anticipated in the autumn. It may prove necessary to fit a new water tank to feed the increased water supply needed for this enhanced deluge system.

The new water tank may need planning permission, but it will be located to the west of the Transfer Station and consequently it will not be visible to residents in Anchor House.

### Interested in what happens to your recycling?

If you'd like to visit our Recycling Facility, to find out what happens to your recycling, please call Frances Devane on 020 8875 8881 or email [frances@wrwa.gov.uk](mailto:frances@wrwa.gov.uk) and she will arrange for you to come and have a tour.



DATED

2017

(1) WESTERN RIVERSIDE WASTE AUTHORITY

- and -

(2) [ ]

**AGREEMENT**

relating to

the disposal of Abandoned Vehicles

**Draft 3: 29 June 2017**

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**THIS AGREEMENT** is made on

2017

**BETWEEN**

- (1) **WESTERN RIVERSIDE WASTE AUTHORITY** of Smugglers Way, Wandsworth, London SW18 4QS ("**WRWA**"); and
  - (2) [ ] (the "**Borough**"),
- each a "**Party**" and together known as the "**Parties**".

**BACKGROUND**

- A For the purposes of s.3 of the Refuse Disposal (Amenity) Act 1978 as amended by Part 2 of the London Local Authorities Act 2004, s.11 of the Clean Neighbourhoods and Environment Act 2005 and as set out in recital (C) below (the "**1978 Act**") and the Removal and Disposal of Vehicles Regulations 1986 made under Sections 99 of the Road Traffic Regulation Act 1984, the Borough is the authority responsible for the removal of abandoned vehicles.
- B By virtue of s.4 of the 1978 Act, WRWA is the appropriate authority for the storage and/or disposal of such vehicles.
- C By virtue of paragraph 15(a) of Schedule 2 of the Waste Regulation and Disposal (Authorities) Order 1985, s.3 of the 1978 Act has effect as if after subsection (5) the following sub-section were inserted:
- "Any vehicle removed under this section by the council of a London borough whose area is included in the area of a London waste disposal authority ..... shall be delivered by them to the authority in question in accordance with such arrangements (including arrangements as to the sharing of any expenses incurred or sums received by the council and the authority under this Act) as may be agreed between the council and the authority or, in default of agreement, as may be determined by arbitration."
- D The Borough and WRWA are empowered, and legally obliged to, make arrangements for the delivery and disposal of vehicles abandoned within the boundaries of the Borough.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement the following expressions shall have the following meanings:

**"Abandoned Vehicle"** means any vehicle which is treated as abandoned for the purposes of the 1978 Act and in relation to which the Borough has a statutory duty to arrange for its removal;

**"Commencement Date"** means the date of this Agreement;

**"Contract Period"** means the period from the Commencement Date until 31 March 2025, unless extended by either Party pursuant to clause 6.2, or terminated early by WRWA pursuant to clause 6.3;

**"Environmental Regulations"** means all and any laws whether criminal, civil, administrative or common law (including without limitation nuisance and trespass), judgment, court order, statute, statutory instrument, regulation, directive, European Community decision, treaty, by-law, regulatory codes of practice, circulars, guidance notes or equivalent controls relating to pollution or the protection or prevention of harm or damage to the environment or human health and safety (including without limitation personal injury and conditions in the workplace);

**"Good Industry Practice"** means the exercise of that degree of skill, care, workmanship, diligence, prudence, foresight and operating practice that would reasonably and ordinarily be expected from a skilled and experienced person providing services of the extent and nature referred to in this Agreement seeking in good faith to comply with its contractual obligations, complying with all applicable laws, manufacturer's recommendations and relevant codes of practice and engaged in providing the same or similar type of undertaking and under the same or similar circumstances and conditions as the Borough under this Agreement;

**"Services"** means the storage and disposal of all Abandoned Vehicles in accordance with the terms of this Agreement including, inter alia but without limitation, the provisions of Section 4 of the Refuse Disposal (Amenity) Act 1978; and

**"Working Day"** means any day of the week from Monday to Friday inclusive but excluding all public holidays in England.

- 1.2 In this Agreement unless otherwise specified, reference to:
- 1.2.1 **"includes"** and **"including"** shall mean including without limitation;
  - 1.2.2 recitals, clauses, paragraphs or schedules is to recitals, clauses and paragraphs of and schedules to this Agreement. The schedules form part of the operative provisions of this Agreement and references to "this Agreement" shall, unless the context otherwise requires, include references to the recitals and the schedules;
  - 1.2.3 save where expressly stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
  - 1.2.4 writing shall include typewriting, printing, lithography, photography and other modes of representing words in a legible form (other than writing on an electronic or visual display screen) or other writing in non-transitory form;
  - 1.2.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
  - 1.2.6 words and phrases with a first capital letter or any derivation thereof shall (as the context so requires) have the meanings set out in clause 1.1;
  - 1.2.7 headings are for convenience of reference only;
  - 1.2.8 any reference to any legislation, enactment, order, regulation or other similar instrument shall be construed as a reference to that legislation, enactment, order, regulation or instrument as may be amended, replaced, consolidated or re-enacted; and
  - 1.2.9 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.
- 1.3 The index to and the headings in this Agreement are for information only and are to be ignored in construing the same.



**2. THE BOROUGH'S OBLIGATIONS**

- 2.1 Subject to the terms of this Agreement, the Borough shall, solely at its own cost, provide the Services.
- 2.2 In the provision of the Services, the Borough shall :
  - 2.2.1 do so in a manner that is consistent with all current relevant health and safety precautions for the protection of its staff, servants and employees and all other persons with whom the Borough shall come into contact during the course of this Agreement;
  - 2.2.2 comply with all legislation, laws, permits and Environmental Regulations, in each case as the same may be applicable to either or both of the Borough and WRWA; and
  - 2.2.3 ensure that the Services are provided by suitably qualified and trained personnel in a good and workmanlike manner in accordance with Good Industry Practice.

**3. WRWA'S OBLIGATIONS**

In consideration of the Borough accepting the obligations imposed on it pursuant to the terms of this Agreement, WRWA shall permit the Borough to:

- 3.1 store the Abandoned Vehicles;
- 3.2 dispose of the Abandoned Vehicles;
- 3.3 retain any proceeds from reclaimed vehicles; and
- 3.4 retain any proceeds of such disposal.

**4. INDEMNITY**

- 4.1 The Borough shall indemnify WRWA against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, injury or loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by WRWA arising out of or in connection with:

4.1.1 the Borough's acts and omissions (including the acts and omissions of those for whom the Borough accepts responsibility pursuant to clause 7.2) undertaken in course of the performance of its obligations under this Agreement; and

4.1.2 any claims made by third parties against WRWA in relation to the subject matter of this Agreement and/or WRWA's statutory duties in relation to Abandoned Vehicles.

**5. RECORDS AND INFORMATION**

The Borough shall prepare and maintain current and accurate records of all Abandoned Vehicles in such form as meets legislative requirements (and as may be agreed between WRWA and the Borough from time to time (acting reasonably), and provide such records to WRWA within five (5) Working Days of written demand.

**6. DURATION**

6.1 Subject to clauses 6.2 and 6.3, this Agreement shall expire on the last day of the Contract Period.

6.2 The Parties may, by written agreement, extend the Contract Period.

6.3 Either of the Parties may, upon delivering written notice to the other, terminate this Agreement in circumstances where it believes, in its sole discretion, that:

6.3.1 it has been put in breach of its statutory duties; or

6.3.2 to continue with this Agreement would, or would be likely to, put it in breach of any of its statutory duties.

**7. SUB-CONTRACTING**

7.1 The Borough shall not sub-contract the provision of the Services or any part thereof to any person other than with the prior written consent of the WRWA (such consent not to be unreasonably withheld or delayed).

7.2 If the Borough does sub-contract any part of the Services, this shall be entirely without prejudice to and shall not relieve the Borough from any liability or obligation under this Agreement and the Borough shall be responsible for the acts, defaults,

neglect of any sub-contractor, its employees or agents in all respects as if they were the acts, defaults or neglect of the Borough, its employees or agents.

**8. ASSIGNMENT**

8.1 This Agreement is entered into between the Borough and the WRWA as principals and neither Party shall be entitled to assign, novate or transfer the benefit or burden of it or any interest in it without the prior written consent of the other.

**9. MISCELLANEOUS**

9.1 Any notice to be given under this Agreement shall be delivered personally, by first class signed for post, or by email. The address for service of each Party shall be as set out at the commencement of this Agreement or such other address (including an email address) as either Party may have previously notified to the other Party in writing, provided that each Party shall at all times maintain a postal address for the purposes of the service of notices under this Agreement and may not rely solely upon an email address. A notice shall be deemed to have been served as follows (there shall be no deemed service of notices sent by email):

9.1.1 if personally delivered, at the time of delivery given prior to 5.00pm on a Working Day and if given after 5.00pm on the next Working Day; and

9.1.2 if posted, at the expiration of two Working Days after the date of posting.

In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class, signed for delivery.

9.2 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understanding between the Parties with respect hereto whether written or oral and whether express or implied. Nothing in this clause 9.2 shall operate to exclude either Party's liability to the other for fraud or fraudulent misrepresentation.

9.3 No delay or omission of either Party in exercising any right under this Agreement will impair that right or be construed as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right or the exercise of any

other rights. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by the general law.

- 9.4 If any provision of this Agreement is held to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or rendering void the remainder of this Agreement. If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected. In the event that any such deletion materially affects the interpretation of this Agreement the Parties shall negotiate in good faith with a view to agreeing a substitute provision which as closely as possible reflects the commercial intention of the Parties.
- 9.5 The formation, interpretation and operation of this Agreement will be subject to English law and the Parties each submit to the exclusive jurisdiction of the English courts.
- 9.6 This Agreement is intended and agreed to be for the benefit solely of the Parties and their lawful successors and permitted assigns and is not intended to create any right enforceable by any other person.
- 9.7 A person who is not a party to this Agreement shall have no rights to enforce the same under or pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.8 No amendment to this Agreement shall be binding unless in writing and signed by a duly authorised representative of the WRWA and the Borough.
- 9.9 This Agreement may be executed in any number of counterparts which together shall constitute one agreement. A Party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by both Parties.
- 9.10 The Borough shall not display any advertisement or publicise any material relating to the provision of the Services without the prior permission of the WRWA which shall not be unreasonably withheld.
- 9.11 The WRWA reserves the right to set off against any payment due by the WRWA to the Borough any sums that the Borough owes to the WRWA under this Agreement or otherwise.

**10. DISPUTE RESOLUTION**

- 10.1 WRWA and the Borough shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of each of them, who have authority to settle the same. If the dispute is not resolved within 30 days of receipt of a written request to enter into negotiations, the Parties shall attempt to resolve the dispute in good faith through mediation in accordance with the procedures of Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure.
- 10.2 The mediation shall be conducted by a single mediator appointed by the Parties or, if the Parties are unable to agree on the identity of the mediator or if the person appointed is unable or unwilling to act, the mediator shall be appointed by CEDR on the application of either Party.
- 10.3 If the dispute has not been resolved by mediation within sixty (60) days of the initiation of that procedure, either Party may commence court proceedings.

**11. FREEDOM OF INFORMATION**

If either Party receives a request for the disclosure of information relating to the Service and/or this Agreement under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (together the "**Information Acts**") it shall comply with such require in accordance with the relevant Information Act to the extent that it is obliged to do so and provided that no exemption from disclosure in the relevant Information Act applies. Prior to making such disclosure it shall give the other Party the reasonable opportunity to make representations as to why the disclosure should not be made (including but not limited to any exemptions from disclosure that may apply) and shall inform the other Party of any disclosure made.

**12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English court.

**IN WITNESS** whereof this Agreement has been executed as a **DEED** and delivered on the date first above written.

**THE COMMON SEAL** of **WESTERN** )  
**RIVERSIDE WASTE AUTHORITY** was )  
hereunto affixed to this **DEED** in the presence of: )  
)  
)

.....  
Authorised Officer

.....  
Seal Register No

**THE COMMON SEAL** of [ ] was hereunto )  
affixed to this **DEED** in the presence of: )  
)  
)  
)

.....  
Authorised Officer

.....  
Seal Register No

**Address**

CLAPHAM ROAD, OPP. LUNGHAM STREET  
 COLDHARBOUR LANE, OUTSIDE 228 - 230  
 KENNINGTON RD IFO 50, AFT COSSER STREET, INBOUND  
 BRIXTON HILL, O/S LAMBETH TOWN HALL (HOUSING OFFICE), BRIXTON HILL  
 KENNINGTON ROAD, O/S 158/160 N OF FITZALAN STREET, BISHOP'S  
 NORWOOD HIGH STREET, S O PILGRIM HIL, OS 61-79 TRAVIS PERKINS, KNIGHT'S HILL  
 ACRE LANE, O/S 81, E OF BRANKSOME ROAD, FERNDALE  
 CLAPHAM COMMON SOUTH SIDE, O/S 91, S OF LESSAR AVENUE, CLAPHAM COMMON  
 NORWOOD HIGH STREET, OPP 98/100, ADJ 151, S OF WINDSOR GROVE, GIPSY HILL  
 POYNDERS ROAD, O/S KASALI, E OF CLARENCE AVENUE, THORNTON  
 STOCKWELL ROAD, O/S 2 (LAMBETH SICKLE CELL INFO CNT), LARKHALL  
 KINGS AVENUE, ADJ NO.143 N OF ATKINS ROAD, THORNTON  
 CEDARS ROAD, O/S WILLOW LODGE. S OF LAVENDER HILL, CLAPHAM TOWN  
 KINGS AVENUE, O/S GRASS AREA IFO BIRKWOOD CL, THORNTON  
 BRIXTON ROAD, OS SEASALTER HSE (FLATS),S OF VASSAL RD, VASSALL  
 WANDSWORTH ROAD, PASCAL ST,30M O/S LOCKYER HSE (FLATS), STOCKWELL  
 KENNINGTON LANE, OVAL WAY,OS LILIAN BAYLISS TECHN COLLEG, OVAL  
 KENNINGTON PARK ROAD, N FRM A POINT 62M N OF KENNINGTON RD, PRINCE'S  
 KINGS AVENUE, N OF POYNDERS ROAD, THORNTON  
 KENNINGTON PARK ROAD, S OF BRIXTON RD,OPP ALVERSTONE HOUSE, OVAL

**Address**

BATTERSEA PARK ROAD, OS BATTERSEA PK LIBRARY, E OF AUSTIN RD, QUEENSTOWN  
 LAVENDER HILL, O/S 95, W OF RUSH HILL ROAD, SHAFTESBURY  
 FALCON ROAD, INGRAVE ST, 15.5M S OF; OPP NOS.83 & 85, LATCHMERE  
 BATTERSEA BRIDGE ROAD, 35M NTH O PETWORTH ST,OP SANCROFT COURT, ST MARY'S PARK  
 BATTERSEA PARK ROAD, O/S WESTMINSTER COLLEGE, E OF FORFAR RD, QUEENSTOWN  
 TOOTING BEC ROAD, O/S FORMER HOSPITAL,OPP FRANCISCAN RD, BEDFORD  
 SOUTHCROFT ROAD, OS 83,OP EASTBOURNE RD,E O FRESHWATR RD, FURZEDOWN  
 PUTNEY BRIDGE ROAD, OPP CUCKOO'S NEWSAGENTS, (PT B), FAIRFIELD  
 EARLSFIELD ROAD, O/S NOS.324/326 N OF GARRATT LANE, EARLSFIELD  
 TOOTING BEC ROAD, O/S PUBLIC TOILETS, E OF DR.JOHNSON AVE, FURZEDOWN  
 UPPER RICHMOND ROAD, O/S 8-20,E OF GALVESTON RD, EAST PUTNEY  
 PUTNEY BRIDGE ROAD, O/S 116(OFFICES), OPP NO. 215, THAMESFIELD  
 ARMOURY WAY, O/S BRAZIL HOUSE, OPP 49-56, FAIRFIELD  
 GARRATT LANE, OUTSIDE 347, NORTH OF ATHELDENE ROAD, EARLSFIELD  
 GARRATT LANE, OUTSIDE 467, SOUTH OF ALGARVE ROAD, EARLSFIELD  
 BATTERSEA PARK ROAD, LOCKINGTON RD, OPP THE MASONS ARMS, QUEENSTOWN  
 SOUTHMEAD ROAD, O/S 1-32 STOFORD CL,W OF STOFORD CL, WEST HILL  
 TIBBETS RIDE, NORTH OF TIBBETS CORNER, WEST HILL  
 GARRATT LANE, BURNTWOOD LNE, 32 M N OF. OS 675. SB, EARLSFIELD  
 WEST HILL, BEAUMONT RD,N OF 200(WHITE COURT FLATS), EAST PUTNEY

**Address**

WOOD LANE, WOOD LN;70M N OF MCFARLNE RD;O/S 27, SHEPHERD'S BUSH GREEN  
 NEW KINGS ROAD, NR STRADA, PARSONS GREEN AND WALHAM  
 DAWES ROAD, O/S 8,OPP 19/21,W OF NORTH END RD,PT B, FULHAM BROADWAY  
 NEW KINGS ROAD, OPP TALISMAN FURNITURE, PARSONS GREEN AND WALHAM  
 DAWES ROAD, O/S DONNELLY CRT (FLATS),OPP NO.241, MUNSTER  
 STAMFORD BROOK ROAD, O/S CH,OPP 7 E OF FLANCHFORD RD,PT 7, RAVENSCOURT PARK  
 NORTH END ROAD, O/S 18/19 NTH END PDE,S O FITZJAMES AV, AVONMORE AND BROOK GREEN  
 SCRUBS LANE, S OF MITRE RAILWAY BRIDGE, COLLEGE PARK AND OLD OAK

DU CANE ROAD, OS GREY TURNER HSE,OPP HAMMERSMITH HOSP, COLLEGE PARK AND OLD OAK  
 FULHAM PALACE ROAD, O/S ST CLEMENTS CHURCH, FULHAM REACH  
 BLOEMFONTEIN ROAD, OS71(PO),OPP LEISURE CNT,S&OPP BYONY RD, WORMHOLT AND WHITE CITY  
 DAWES ROAD, O/S NOS.115, W OF BISHOPS ROAD, FULHAM BROADWAY  
 GOLDHAWK ROAD, OPP STAMFORD BROOK RD,OS VITAE APARTMNT, RAVENSCOURT PARK  
 GOLDHAWK ROAD, 9M W OF/OPP ST STEPHENS AVE,O/S 131/133, HAMMERSMITH BROADWAY  
 KING STREET, O/S 181 (TRADE NAME CONNEXIONS), HAMMERSMITH BROADWAY  
 FULHAM ROAD, LILYVILLE ROAD, 15M W OF; O/S 634, TOWN  
 FULHAM PALACE ROAD, CRABTREE LANE, 33.5M S OF; O/S 280, FULHAM REACH  
 DU CANE ROAD, OPP PANKHURST HOUSE;O/S LATYMER FIELDS, COLLEGE PARK AND OLD OAK  
 NORTH POLE ROAD, OPP THE PAVILION CP,44M E OF SCRUBS LNE, COLLEGE PARK AND OLD OAK  
 UXBRIDGE ROAD, OPP JAYS PHARMACY, ASKEW

#### Address

261-265 KENSINGTON HIGH STREET, OPP. COMMONWEALTH BUILDING, JUNCTION EARLS COURT RD 'KE  
 SLOANE STREET, O/S 76, S OF PAVILION STREET, BROMPTON & HANS TOWN  
 OLD BROMPTON ROAD, O/S 164, W OF BINA GARDENS, REDCLIFFE  
 GLOUCESTER ROAD, S OF VICTORIA GRV;O/S 44 GLOUCESTER RD, QUEEN'S GATE  
 HOLLAND PARK AVENUE, NR LONDON SCHOOL OF ENGLISH, HOLLAND  
 OLD BROMPTON ROAD, OPP 98/100,W OF ONSLOW GARDENS, COURTFIELD  
 CROMWELL ROAD, O/S LONDON MARRIOTT HOTEL, COURTFIELD  
 LADBROKE GROVE, O/S 339 (FLATS), S OF TREVERTON STREET, DALGARNO  
 PALACE GATE, O/S 1, S OF KENSINGTON ROAD, QUEEN'S GATE  
 LADBROKE GROVE, OPP 86,N OF ELGIN CRESCENT, COLVILLE  
 LADBROKE GROVE, O/S 375/377, S OF CANAL WAY, DALGARNO  
 ROYAL HOSPITAL ROAD, O/S ROYAL HOSPITAL GROUNDS, ROYAL HOSPITAL  
 KING'S ROAD, OPP WORLDS END HEALTH CNT (529), CHELSEA RIVERSIDE  
 ADDISON ROAD, ADJ ST BARNABAS CHURCH N OF MELBURY RD, HOLLAND  
 ST ANN'S ROAD, O/S FRANCIS SCHOOL CP S OF BRAMLEY RD, NOTTING DALE  
 BROMPTON ROAD, O/S 211, W OF YEOMANS ROW, BROMPTON & HANS TOWN  
 PEMBRIDGE VILLAS, O/S 6 N OF PT OPP PEMBRIDGE PLACE, PEMBRIDGE  
 FINBOROUGH ROAD, O/S NO.6 OPP NO 5 N OF FULHAM ROAD, REDCLIFFE  
 KENSINGTON CHURCH STREET, 35M S OF NOTTING HILL GATE OPP 200, CAMPDEN  
 HOLLAND ROAD, O/S 5 N OF KENSINGTON HIGH STREET, HOLLAND



# WHAT GOES AROUND COMES AROUND

...SHOWER GEL AND SHAMPOO BOTTLES...

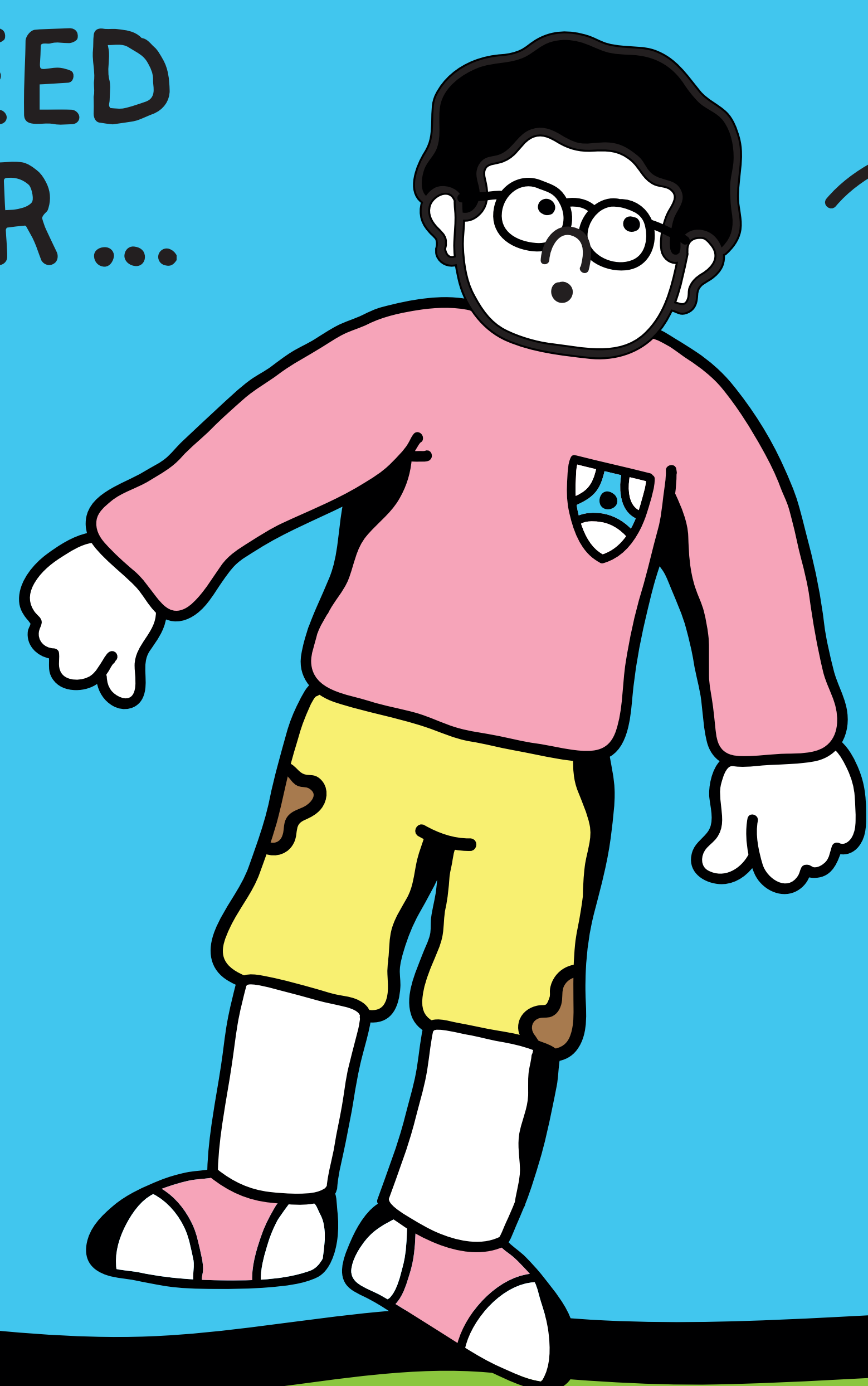


...CAN BE RECYCLED INTO...



...AFTER A GAME, YOU NEED A SHOWER...

...A FOOTBALL SHIRT...



For more information about recycling go to:  
[www.lbhf.gov.uk/recycling](http://www.lbhf.gov.uk/recycling)

 **recycle for London**

**h&f**  
hammersmith & fulham



### Overriding Objective:

*To explore new ideas and thinking for inclusion in the development of a new joint waste management strategy for WRWA and its Constituent Councils that has clear “SMART” targets with practical and robust action plans to achieve them.*

### Programme

**Each topic will consist of a 15 minute presentation followed by discussion.**

- |              |  |
|--------------|--|
| <b>09:00</b> | <b>Arrival – Tea/Coffee</b>  |
| <b>09:15</b> | <b>Introduction</b> by Cllr Paul Warrick, Chairman WRWA  |
| <b>09:20</b> | <b>WRWA and Weight Based Recycling Targets</b><br>led by Mark Broxup, General Manager WRWA   |
| <b>09:50</b> | <b>Alternative Metrics</b><br>led by Sarahjane Widdowson, Principal Waste Management Consultant, Ricardo Energy and Environment Consultants                |
| <b>10:20</b> | <b>BREAK</b>   |
| <b>10:30</b> | <b>Focusing on the top of the Waste Hierarchy</b><br>led by Dr Anna Scott, Waste Services Manager and a Behavioural Change Expert, Keep Britain Tidy Group |
| <b>10:50</b> | <b>A Circular Economy</b><br>led by Antony Buchan, Head of Programme - Resource London   |
| <b>11:20</b> | <b>The Role of Packaging</b><br>led by Dick Searle, Chief Executive, The Packaging Federation  |

- 11:50**                    **Producer Responsibility & Markets**  
led by Jakob Rindegren, Recycling Policy Advisor,  
Environmental Services Association
- 12:20**                    **Concluding Discussion**  
led by Cllr Paul Warrick, Chairman WRWA
- 13:00**                    **Lunch and Free Discussion**
- 13:45**                    **End/Tour of Smugglers Way if desired**