

**LONDON WASTE ACTION**

**CAPITAL WASTE MINIMISATION AND RECYCLING FUND**

**(THE LONDON RECYCLING FUND)**

**YEARS 3 & 4**

**GRANT TERMS & CONDITIONS**

**JUNE 2004**

## INTRODUCTION

1. These Terms and Conditions set out the framework of control on financial and related matters under which Cash Advances will be made by London Waste Action ("**LWA**") to the GLA and London Waste Authorities ("**Approved Applicants**") from that part of the National Waste Minimisation and Recycling Fund ("**the Fund**") allocated to the London region. The LWA will be put in funds for this purpose by the Department for Environment, Food and Rural Affairs ("**DEFRA**") acting pursuant to the Waste Minimisation and Recycling Programme (the "**Programme**").
2. The Programme (which is provided for under section 153 of the Environmental Protection Act 1990) has been established to help Waste Authorities minimise waste and increase recycling rates. The Greater London Authority ("**GLA**") is permitted to apply for Cash Advances from the Fund by virtue of the Mayor of London's statutory responsibilities in relation to waste management. It is intended that Approved Projects should conform to the long-term targets and objectives of the London Waste Strategy 2000 and the Mayor of London's Municipal Waste Management Strategy and should support DEFRA's National Public Service Agreement to enable 25% of household waste to be recycled or composted by 2006.
3. The LWA is responsible for administering that part of the Fund allocated to the London region and in doing so will evaluate applications for Cash Advances from London Waste Authorities and the GLA. It will carry out this function through a committee of its board of directors (the "**LWA Programme Board**") upon which members of the GLA, the Association of London Government and others will be represented.
4. Applicants whose requests for Cash Advances are approved by the LWA will be responsible for ensuring that the Cash Advances are used solely for the purposes approved by the LWA in an accountable and transparent manner and in conformity with these Terms and Conditions. Approved Applicants shall repay to the LWA (or should the LWA cease to exist, DEFRA) on demand any Cash Advance or part thereof which is applied for a purpose not approved by the LWA. The LWA reserves the right to reduce, suspend or withhold Cash Advances in whole or in part if any Approved Applicant fails to comply with these Terms and Conditions. In certain circumstances the LWA may require all or part of a Cash Advance to be repaid.
5. Cash Advances will be utilised to meet Approved Project costs and may be made up of an element of capital grant and revenue grant depending upon the nature of the project. Where funds from the budget of the European Union ("**EU Funds**") have been made available for the purposes of a Project, Cash Advances and EU Funds shall not exceed the lesser of the total cost of the Project and the limit set for public support by the relevant EU Programme. In any event, the total aggregate Cash Advances paid to an Approved Applicant shall be the lower of:

- (a) 100% of the Approved Applicant's actual expenditure incurred on the Approved Project; and
- (b) 100% of the Approved Project costs.

## **APPLICATIONS FOR CASH ADVANCES**

- 6. Applications for Cash Advances shall be judged by the LWA Programme Board in accordance with criteria agreed between the LWA and DEFRA. The evaluation process to be followed by the LWA Programme Board has been agreed with DEFRA.
- 7. Officials from DEFRA and/or the Government Office for London may attend meetings of the LWA Programme Board.
- 8. Any Applicant who is represented either directly or indirectly on the board of LWA or the LWA Programme Board shall be responsible for putting in place adequate procedures to ensure that there is no impropriety or conflict of interest in connection with applications for Cash Advances and for notifying the LWA thereof. Applicants must declare any interest they may have in connection with their applications.
- 9. Applicants shall notify the LWA immediately of any attempt by any person (including, but not limited to, an employee or agent of the Applicant) to offer any inducement (including gifts or hospitality) in relation to an application for a Cash Advance. Applicants shall ensure that all persons who may be involved or have an interest in any such application are made aware of the criminal offences under the Prevention of Corruption Acts 1889-1916.
- 10. Applicants shall ensure that applications for Cash Advances:
  - (a) are for the minimum amount of financial support which the LWA can grant to ensure compatibility with the achievement of an effective result in respect of the Project;
  - (b) do not displace funding originally earmarked for the Project;
  - (c) lever in the maximum private sector and other finance; and
  - (d) do not displace funding more properly provided by some other agency or Government department in respect of the Project.
- 11. Applicants shall be solely responsible for the preparation and contents of their applications for Cash Advances, all reports required by these Terms and Conditions and their Grant Claim Forms (and for all costs and expenses incurred in so doing,

including the evaluation of potential partners) and the LWA and members of the LWA Programme Board shall have no responsibility for any advice or assistance they or any of them may give or fail to give in relation to any such application provided that such advice and assistance (where given) is given in good faith and without bias. The LWA will not enter into any correspondence with unsuccessful Applicants regarding unsuccessful applications for Cash Advances.

12. The LWA shall have sole discretion in determining what constitutes an Approved Project and Applicants shall have no right of appeal from the LWA's decision on the matter which shall be final.

### **SUBMISSION OF CLAIMS FOR CASH ADVANCES**

13. Unless otherwise agreed by LWA, all claims for Cash Advances for spending in Quarter 1, Quarter 2 and Quarter 3 in either financial year 2004/5 or 2005/6 shall be made within 14 days of the end of each Quarter. Claims for Cash Advances for spending in Quarter 4 shall be made on the basis of a projection of expenditure for the Quarter period to 31 March in the relevant year and shall be made no later than 28 February in the relevant year. All claims shall be made on a Grant Claim Form accompanied by the following :
  - (a) a certificate signed by the Project Officer nominated by the Approved Applicant and the Approved Applicant's Chief Financial Officer (or representative) stating that the amount claimed is due or, in the case of the final Quarter, expected to be defrayed before the year end, in accordance with these Terms and Conditions;
  - (b) evidence of expenditure actually incurred (distinguishing between revenue and capital expenditure, as appropriate) for the purposes of the Approved Project; and
  - (c) a progress report as required by paragraph 29 below
14. All claims and finance related queries should be sent to the Project Director, London Recycling Fund, c/o London Waste Action, 1 Hobhouse Court, Suffolk Street, London SW1Y 4HH and be copied to the LRF Project Manager, as notified to the Approved Applicant by LWA
15. It is anticipated that all claims will be processed within 30 Working Days of receipt of a valid claim form from Approved Applicants accompanied by the documents referred to in paragraph 13 above subject to the LWA being put in funds by DEFRA. The LWA accepts no liability for any losses incurred by Approved Applicants attributable to any delay in making Cash Advances where funds have not been made available by

DEFRA. All payments shall be made by means of the Bankers Automated Claims System (BACS) directly into the bank account specified by the Approved Applicant after deduction of bank charges, if any.

16. All claims for Cash Advances are subject to the approved maximum limits on expenditure set by the LWA Programme Board at the time of approving the application for the Cash Advance. If at any time thereafter the Approved Applicant obtains EU Funds or other public sector monies for the purposes of the Approved Project the amount of the available Cash Advance shall be reduced by the value of the EU Funds or public sector monies so obtained.

#### **PAYMENT OF CASH ADVANCES**

17. Subject to these Terms and Conditions and the LWA being put in funds by DEFRA for such purpose, the LWA will pay the agreed revenue element and capital element of any Cash Advance Quarterly in arrears against evidence of expenditure actually incurred by the Approved Project as claimed in the claim form submitted pursuant to paragraph 13 above. The LWA may, in exceptional circumstances, pay a portion of a Cash Advance in advance for use as 'start-up' monies.
18. Cash Advances shall be made solely in respect of the expenditure on the Approved Project identified in the relevant LWA Decision Sheet and for no other purpose and are subject to any specific conditions placed on the Approved Project by LWA in the LWA Decision Sheet.
19. The LWA shall have the right to suspend, reduce or withhold payment of any Cash Advance if:
  - (a) the Approved Applicant fails to comply with these Terms and Conditions or the terms of any applicable LWA approval; or
  - (b) the Approved Project is not making satisfactory progress and in particular the agreed outcomes are not being achieved; or
  - (c) there is any financial irregularity (which expression shall have the meaning ascribed thereto in paragraph 52 below).
20. The LWA may deduct from any payment due to an Approved Applicant any amount due to the LWA under these Terms and Conditions.
21. If at any time it is agreed or determined that the Approved Applicant has been overpaid on prior Cash Advances the amount of such overpayment (including interest thereon at the prevailing rate from time to time under the Supreme Court Act 1981) shall be

deducted from the next payment due or shall be recoverable by the LWA from the Approved Applicant as a debt due on demand.

22. All payments shall be made in pounds sterling but if the United Kingdom becomes a participating member state for the purposes of the European Monetary Union and the Euro becomes the lawful currency of the United Kingdom, then:
- (a) that shall not affect the validity of these Terms and Conditions or the rights and obligations of the LWA and the Approved Applicant under them; and
  - (b) with effect from the date on which it occurs, any amount referred to in an Approved Project appraisal or other document in pounds sterling shall be re-denominated in Euros at the rate and in the manner determined by the relevant legislation.

### **PROJECT MANAGEMENT, MONITORING AND FINANCIAL SYSTEMS**

23. The Approved Applicant shall establish effective appraisal, project management, project monitoring and financial systems so that the costs of the Approved Project and the projected financial and non financial outputs in respect of such Project can be clearly identified and the proprietary, regularity and value for money of all transactions relating to the Fund ensured. The LWA shall have no responsibility for the day to day management or execution of the Approved Project which shall be the sole responsibility of the Approved Applicant.
24. At the commencement of the Approved Project, the Approved Applicant shall prepare a project plan that specifically sets out the planned outputs for the Project, in a form approved by LWA. The plan shall include the planned financial outputs (income and expenditure) and non-financial outputs for the Approved Project. The project plan shall include a spending profile that shows Quarter by Quarter, the total projected expenditure for the Project and the amounts of spending that represent the approved funding. The planned non financial outputs (e.g. tonnes of waste recycled) and milestones that are planned to be achieved for each Quarter shall also be identified.
25. If during the life of the Project the Approved Applicant wishes to vary the details set out in the approved project plan, the Approved Applicant shall submit an amended project plan to LWA for approval.
26. The LWA for itself and on behalf of DEFRA reserves the right to commission an independent evaluation of activities relating to the Fund and the Approved Applicant agrees to assist with any such evaluation at its own cost and expense.

27. The Approved Applicant shall keep a record of all income and expenditure generated and incurred in respect of an Approved Project and shall retain all accounting records relating thereto for a period of at least 6 years after the completion of the Project or earlier termination of this Agreement. For this purpose 'accounting records' include all information relating to accounts in documents of any description, whether in paper or electronic format.
28. The Approved Applicant shall make available for inspection by LWA, DEFRA and/or the NAO or any person acting on their behalf or any of them all accounting records referred to in paragraph 27 above and such other information relating to the Approved Project as they may from time to time reasonably require.

### **SUBMISSION OF PROGRESS REPORTS**

29. The Approved Applicant shall submit to LWA Quarterly progress reports outlining progress on the Approved Project. After 30 June 2006 or if LWA ceases to administer the Fund such progress reports shall be submitted to DEFRA (unless LWA continues to manage the administration of the Fund after 30 June 2006) in respect of the period up to and including 31 March 2008. In particular such reports shall report on the financial and non-financial outputs included in the approved project plan. In reporting outcomes the Approved Applicant shall refer to appropriate approved indicators, such as the Best Value Performance Indicator, tonnages of waste diverted from landfill, etc
30. The progress report shall as a minimum include a completed copy of the Quarterly Progress Monitoring Form and a completed copy of the Quarterly Project Performance Form Guidance on the provision of progress reports will be provided by LWA. Approved Applicants shall follow this guidance closely in order to enable easy and consistent analysis of progress.
31. If the actual expenditure incurred by an Approved Applicant in a Quarter is different from that previously approved by the LWA, Approved Applicants will reflect such changes in their progress report, provide an explanation of the reason for the variation and what impact the variation might have on project delivery. The Approved Applicant shall also put forward proposals to re-phase project expenditure in future by agreement with LWA.
32. The Quarterly progress reports shall be submitted at the same time as the Quarterly claim required to be submitted under paragraph 13 above. In the case of the progress report for Quarter 4, the report shall be on the basis of a projection of the financial and non-financial outputs and milestones for the Quarter period to 31 March in the relevant year and shall be made no later than 28 February in the relevant year. If a nil claim for payment is made for a Quarter, Approved Applicants will nevertheless be required to submit a Quarterly progress report.

33. The Approved Applicant shall cooperate with the LWA on the completion and submission of any reports which the LWA is required to submit to DEFRA and provide the LWA with such information in relation thereto and other matters as the LWA may from time to time reasonably require.
34. The Approved Applicant undertakes that the contents of its reports and any information it provides to the LWA pursuant to these Terms and Conditions shall be true and accurate and not misleading.
35. The LWA shall have the right at any time to require an Approved Project to be tested for "best value" by an independent third party. The reasonable costs of any such evaluation may be deducted by the LWA from the amount of any Cash Advance due to be made to the Approved Applicant.

#### **FINAL CLAIM AND ANNUAL REPORT FOR EACH YEAR**

36. The Approved Applicant shall complete a final claim form (the "**Final Claim**") in respect of each financial year in which the Approved Applicant made a Quarterly claim as described in paragraph 13 above confirming that all expenditure incurred on the Approved Project has been properly incurred in accordance with these Terms and Conditions and that the entries in the form are accurately stated. The Final Claim shall be certified by the Project Officer and the Approved Applicant's auditors and shall be submitted by 30 June in each relevant year, together with the annual report required by paragraph 38 below.
37. No final claim form shall be used for the purpose of enabling the Approved Applicant to adjust the amount of any claim already made unless to correct an error, make an adjustment necessary following the projections made in a Quarter 4 claim, or to make some other adjustment agreed with the LWA.
38. For each financial year in respect of which quarterly claims are made and thereafter up to and including in respect of the financial year ending 31 March 2008 the Approved Applicant shall prepare and submit an annual report in respect of progress on the Approved Project during the preceding year at the same time as making the Final Claim (if applicable). The Approved Applicant shall send the reports directly to DEFRA after 30 June 2006 (unless LWA continues to manage the administration of the Fund after that date) or in the event that the LWA ceases to manage the administration of the Fund. The annual report shall summarise progress to date and shall be in a form and content that accords with the guidance available from LWA. The LWA shall issue further guidance to Approved Applicants on the required nature and content of the annual report.

39. Where there are discrepancies between the amounts originally projected to be expended on the Approved Project and actual expenditure, and where the amounts to be contributed by third parties to the Approved Project differ from the amounts originally projected in the approved project plan, the annual report shall contain an explanation of such discrepancies and differences together with an assessment of the implications for the success of the Project and the agreed measurable outcomes.

#### **SUBMISSION OF FINAL PROJECT REPORT**

40. The Approved Applicant shall prepare and submit for approval by LWA in a form and content to be specified by LWA, a Final Project Report (the "**Final Project Report**") that gives an overview of the entire Project and key details of the Project, such as outputs, outcomes, total projects costs and the benefits achieved. The Final Project Report shall be submitted at the same time as the Final Claim for the last financial year in which the Approved Applicant made a Quarterly claim. A template for the Final Project Report will be sent to the Approved Applicant before completion of the Project.
41. If the draft Final Project Report is not approved by the LWA, the Approved Applicant shall make such amendments thereto as the LWA may reasonably require and resubmit the draft to the LWA for approval so that it complies with the form and content specified by the LWA
42. The LWA may withhold payment of the sum of up to £10,000 of the Cash Advance until the Final Project Report has been submitted and approved by LWA in accordance with these Terms and Conditions

#### **INVENTORY OF ASSETS**

43. The Approved Applicant shall keep and maintain for a period of seven years after the completion of the Approved Project or earlier termination of this Agreement a register of all fixed assets and all land and buildings purchased with Cash Advances showing the date of purchase, the description of and price paid (net of recoverable VAT) for the asset, the serial and/or identification numbers identifying the asset, the location of the asset and of the title deeds to the asset, the details of any loss or damage to the asset, and the date of the disposal of the asset and the sale proceeds (net of VAT) thereof.
44. The LWA, DEFRA and/or the National Audit Office ("**NAO**") and persons acting on their behalf or any of them shall have the right to inspect the asset register maintained by the Approved Applicant and to take copies thereof and extracts therefrom.

#### **EXTRA INCOME OR DISPOSAL OR SALE OF ASSETS**

45. The Approved Applicant shall ensure that when it purchases capital goods, such as vehicles, these forthwith become the unconditional property of the Approved Applicant free from all charges and encumbrances. This will enable the Approved Applicant to utilise such capital goods for the purposes of the Approved Project irrespective of any changes of contractor or supplier.
46. Should the Approved Project not deliver the outcomes approved by the LWA the Approved Applicant shall consult with the LWA over the future use of capital goods purchased from Cash Advances. It will be the responsibility of the Project Officer nominated by the Approved Applicant to liaise with the LWA regarding the use of such assets, particularly where it is intended that they should be used in any alternative recycling or waste minimisation project which the Applicant may wish to put forward to the LWA for approval.
47. The Approved Applicant shall forthwith notify the LWA in writing and subsequently in the next Quarterly and annual reports of any unexpected income, profit or receipt arising out of the use, sale or disposal of any asset purchase from a Cash Advance or otherwise accruing in relation to the Approved Project. The notice shall specify how the Approved Applicant intends to use such income, profit or receipt.
48. If required by the LWA, the Approved Applicant shall surrender to the LWA (or if the LWA so directs, then to DEFRA on behalf of Her Majesty's Treasury) a share of such unexpected income, profit or receipt calculated in proportion to the share of the relevant cost covered by the Cash Advance. Subject to the approval of DEFRA, the LWA will not require surrender in cases where the income, profit or receipt is intended to be used for purposes falling within the stated objectives of the Programme.

#### **AUDITING ARRANGEMENTS.**

49. Cash Advances will be made available to the Approved Applicant on the condition that each annual Final Claim is certified by the Approved Applicant's auditors to the effect that all claims for Cash Advances during the year in question have been fairly stated and made in accordance with these Terms and Conditions.
50. The Approved Applicant shall ensure that there are procedures in place to establish an effective audit trail so that all costs incurred in connection with the Approved Project and the outputs generated therefrom can be clearly identified and measured so as to ensure the proprietary, regularity and value for money of all payments from the Fund. The Approved Applicant shall be responsible for setting out its proposals in respect thereof when making an application for a Cash Advance.

51. The Approved Applicant will be responsible for arranging at its own cost and expense the necessary annual audit of the approved Project accounts required with each annual Final Claim.

#### **FINANCIAL IRREGULARITY**

52. The Approved Applicant shall notify the LWA immediately in writing if any irregularity is suspected or otherwise brought to its notice and indicate the steps being taken to deal with such irregularity. For this purpose 'irregularity' means any fraud or other impropriety, mismanagement or use of the Fund or any Cash Advance for purposes other than those referred to in these Terms and Conditions or approved by the LWA.
53. The Approved Applicant shall at its own cost and expense take such steps as the LWA may reasonably require to recover any sum from any person responsible for a financial irregularity.

#### **LETTING CONTRACTS**

54. The Approved Applicant shall comply strictly with all European Union and national rules on procurement (the "**Public Procurement Rules**") relating to the provision of work, supplies and services in respect of Approved Projects.
55. The Approved Applicant shall ensure that all contracts let by it or on its behalf shall be let through arrangements that achieve "Value for Money". The Approved Applicant shall maintain a register of any contracts which have been let without having been subject to a competitive tendering process. The register shall include a brief justification for the action taken and shall be made available to the LWA, DEFRA and the NAO or any person acting on their behalf or any of them for inspection at any time on reasonable advance notice.
56. The Approved Applicant shall be responsible for thoroughly assessing the financial standing of all third parties with whom it contracts either directly or indirectly.

#### **CONFLICT OF INTEREST**

57. The Approved Applicant shall ensure that it puts in place adequate procedures to ensure that there is no impropriety or conflict of interest in connection with the administration of the Fund or the way in which Cash Advances are applied. The Approved Applicant shall declare forthwith any interest it may have in connection with any Approved Project.

58. The Approved Applicant shall notify the LWA immediately in writing of any attempt by or on behalf of any person or organisation which stands to benefit from a Cash Advance to offer any inducement (including gifts or hospitality). The Approved Applicant shall ensure that any one to whom this paragraph applies is made aware of the criminal offences under the Prevention of Corruption Acts 1889-1916.

## **TERMINATION**

59. If the Approved Applicant uses any Cash Advance or part thereof for purposes other than those for which it was approved by the LWA or becomes insolvent or is otherwise in breach of these Terms and Conditions, the LWA may at its sole discretion:
- (a) terminate this agreement to make Cash Advances forthwith by notice in writing to the Approved Applicant;
  - (b) recover from the Approved Applicant all or any part of any Cash Advance previously made as a debt due on demand;
  - (c) recover from the Approved Applicant any expenses which the LWA or DEFRA may incur as a result of the act or default of the Approved Applicant; and
  - (d) suspend all further payments from the Fund without incurring any liability to the Approved Applicant howsoever arising.
60. Without prejudice to the actions which the LWA decides to take under paragraph 59 above, the Approved Applicant shall within 21 days of the notice of termination provide to the LWA:
- (a) a report on the progress made by the Approved Applicant in administering the Approved Project up to the date of termination together with such accounting records, documents and other information as the LWA may reasonably require;
  - (b) a statement containing details of all payments made and sums which the Approved Applicant has undertaken to pay in connection with the Approved Project prior to the date of the notice of termination; and
  - (c) payment in full, including interest at the rate specified in paragraph 21 above, of the outstanding amount of any Cash Advance and for this purpose 'outstanding amount' means the amount of any Cash Advance which has not been committed by the Approved Applicant in respect of the Approved Project.

## **UNDERTAKINGS AND INDEMNITY**

61. The Applicant undertakes to discharge its obligations under these Terms and Conditions so as:
- (a) not to cause or contribute to any breach by the LWA of its agreement with DEFRA to administer that part of the Fund allocated to the London region; and
  - (b) not to hinder, obstruct or interfere with the exercise or enforcement by DEFRA of its rights under such agreement.

whether or not, in each case, the Applicant is or becomes an Approved Applicant.

62. The Applicant (whether or not the Applicant is or becomes an Approved Applicant) shall indemnify the LWA against all claims, demands, proceedings, damages, costs, charges and expenses which may be claimed from or be payable by the LWA as a result of any breach of these Terms and Conditions by the Applicant or in respect of any loss or damage suffered by any person or damage to any property of any person or injury or death of any person arising from or in consequence of the making of any Cash Advance or otherwise in connection with the Project (whether or not the Project is or becomes an Approved Project) except to the extent that such loss, damage or injury is caused or contributed to by the LWA, its servants or agents.
63. LWA, its servants and agents shall have no obligation or liability whatsoever (including liability in negligence) for not approving a Project and/or for the non-granting of a Cash Advance, a series of Cash Advances to any Applicant or a reduced Cash Advance.

## **PUBLICITY**

64. The Approved Applicant shall ensure that in any publicity relating to the Approved Project that the support of the Fund and the LWA, GLA and ALG Partnership is attributed in all publicity material, interviews, media releases and on all signs and notices erected or published in connection with the Project and in any reports, etc that are published in connection therewith.

## **GENERAL**

65. Any notice or other communication to be given under or in relation to these Terms and Conditions shall be in writing and:
- (a) in the case of notices to be sent by the LWA to the Approved Applicant, shall be sent to the address given by the Applicant in their application

- (b) in the case of notices to be sent by the Approved Applicant to the LWA, shall be sent to:

London Recycling Fund,  
c/o London Waste Action  
1 Hobhouse Court  
Suffolk Street  
London  
SW1Y 4HH

Marked for the attention of the Project Director.

Any notice so given shall be deemed to have been received:

- (a) in the case of delivery by hand, at the time of delivery;
- (b) in the case of post, 48 hours from the time of posting, when sent by recorded or guaranteed delivery; and
- (c) in the case of facsimile transmission, at the time of despatch.

Provided that if a notice is or would (but for this proviso) be deemed to be received on a day that is not a Working Day or is received after 4.30 pm on a Working Day, it shall instead be deemed to be received at 10 am on the Working Day next following that day.

66. The maximum aggregate liability of the LWA to the Approved Applicant under these Terms and Conditions and at law shall not exceed 20% of the value of Cash Advances made to the Approved Applicant for the purposes of the Approved Project.
67. The LWA shall not be responsible for any indirect or consequential loss or damage howsoever arising including, but not limited to, loss of profits, loss of contracts, loss of use and loss of opportunity.
68. The Approved Applicant shall ensure that in administering the Approved Project it and any one acting on its behalf complies with the law for the time being applying in England and Wales (or Scotland or Northern Ireland, where applicable).
69. The LWA expects the Approved Applicant as an employer, user of volunteers and provider of services to operate a policy of equal opportunity.

70. A person who is not a party to these Terms and Conditions shall not have any rights hereunder by virtue solely of the Contracts (Rights of Third Parties) Act 1999.

## **DEFINITIONS**

71. In these Terms and Conditions the following words and expressions shall have the following meanings, unless the context otherwise requires:

**"Applicant"** means the GLA or a London Waste Authority which requests a Cash Advance;

**"Approved Applicant"** means an Applicant whose request for a Cash Advance has been approved by the LWA;

**"Approved Project"** means a project which meets the criteria referred to in paragraph 6 above and in respect of which an application for a Cash Advance has been approved by the board of LWA as confirmed by the issue to the Approved Applicant of an LWA Decision Sheet;

**"Best Value Performance Indicator"** means the standards of measurement used in determining performance by local authorities delivering specific services as set out in the Local Government Act 1999 (as amended) legislative framework;

**"Cash Advance"** means an advance of cash made by the LWA by way of grant to approved Applicants for application towards Approved Projects and whether in respect of 'start-up monies' or for the application towards the Approved Project on an on-going basis;

**"DEFRA"** means the Department for Environment, Food and Rural Affairs including the Secretary of State and those acting under her authority;

**"Final Claim"** has the meaning given to it in paragraph 36 above;

**"Final Project Report"** has the meaning given to it in paragraph 38 above;

**"Fund"** means the Capital Waste Minimisation and Recycling Fund, also known as the London Recycling Fund(LRF) made or to be made available by DEFRA;

**"GLA"** means the Greater London Authority;

**"Grant Claim Form"** means a claim form in a format approved by LWA;

**"London Waste Authority"** means any Waste Disposal Authority in the Greater London Area as such is defined by section 30(2)(b) of the Environmental Protection Act 1990 and any Waste Collection Authority in Greater London as defined by section 30(3)(b) of the Environmental Protection Act 1990;

**"LWA"** means London Waste Action, a company limited by guarantee and a charity;

**"LWA Decision Sheet"** means the document of that name issued by LWA to the Approved Applicant in respect of an Approved Project;

**"LWA Programme Board"** has the meaning given to it in paragraph 3 above;

**"LWA Project Manager "** means LWA's nominated representative (who will be the principal contact between the LWA and Approved Applicant), with responsibility for the co-ordination and administration of LWA's responsibilities in respect of the Approved Project;

**"Monitoring and Grant Claim Form"** means a project progress monitoring and claim form in the form contained in Annex 2;

**"NAO"** means the National Audit Office;

**"Programme"** means the Waste Minimisation and Recycling Programme involving the allocation of £140 million as provided for in the Spending Review 2000 by Her Majesty's Treasury to help local authorities in England with waste management responsibilities to meet their statutory recycling, waste minimisation and composting targets;

**"Project"** means a project in respect of which an Applicant has applied for a Cash Advance or series of Cash Advances;

**"Project Officer"** means the officer nominated by the Approved Applicant as having responsibility for the work undertaken or to be undertaken in relation to an Approved Project and the main contact for the LWA;

**"Quarter"** means a period of three months ending on 30 June (Quarter 1), 30 September (Quarter 2), 31 December (Quarter 3) and 31 March (Quarter 4), and **"Quarterly"** shall be construed accordingly;

**"Quarterly Progress Monitoring Form"** means a project progress monitoring report in a format approved by LWA;

**"Quarterly Project Performance Form"** means a project performance form in a format approved by LWA and DEFRA; and

**"Working Day"** means a day on which commercial banks in London are open for business.