

Schedule 4

Payment and Performance

1. Payment mechanism

1.1. Supplier's payment rate to the Council

1.1.1. The value of Contract Textiles will be varied each month and will reflect the mid-point of the published price for textiles from 'Textile banks' on the Let's Recycle website for the preceding month, or another published figure agreed between the Supplier and the Council from time to time, adjusted in accordance with the variation, if one is expressed, by the Supplier in Table 1

1.1.2. The Let's Recycle mid-point shall be calculated as follows:

[Let's Recycle lowest price for 'Textiles banks'] + [Let's Recycle highest price for 'Textiles banks' – Let's Recycle lowest price for 'Textiles banks'] / 2]

Example calculation:

Based on April 2024 Let's Recycle prices for 'Textiles banks'

Range from: £75 - £180 / tonne

Calculation: $[\text{£}75] + [(\text{£}180 - \text{£}75) / 2] = \text{£}75 + \text{£}52.50$

Result: £127.50 (the mid-point)

1.1.3. Currently the prices are published by Let's Recycle at the following link:

www.letsrecycle.com/prices/textiles

1.1.4. The rate calculated will form the monthly rate paid to the Council for all Contract Textiles collected from Recycling Banks placed at the locations specified in Appendix 1, plus any additional locations agreed with the Council, within the month for which the monthly remittance is submitted.

1.1.5. This rate will be used for calculating the Supplier's monthly payments to the Council and will be net of VAT and all costs whatsoever associated with the provision of the Service, including but without limitations, provision and servicing of the plant, containers or

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equipment, costs associated with the collection of the material (all costs associated with fuel, vehicles, personnel or equipment), Supplier's overheads, material processing costs, managing or disposing of Contamination or disposal of any residual waste leftover after Contract Textiles have been Reused or Recycled

- 1.1.6. If no figure for the preceding month is published by Let's Recycle in time to perform the requirements set out in 2.1. of Schedule 2, then the previous month's figure will be used
- 1.1.7. As set out in Clause 14 of the Terms and Conditions, the Supplier shall not charge the Council for performing the service. However, should a negative payment rate be calculated for more than 3 consecutive months, the payment rate mechanism shall be subject to review between the Parties, however the Supplier would be required to provide evidence of the price achieved for onward sale of the Contract Textiles, to demonstrate market conditions

Table 1

Rate to be paid by Supplier

(Supplier to provide their % variation in the box below as their tender response for Price)

<i>Delete as appropriate</i>	<i>Price to be paid to Dorset Council per tonne as a percentage variation to 'Let's Recycle' mid-point for 'Textile banks'</i>
<i>(+)/(-)</i>	<i>_____%</i>

1.2. Payment of agreed monthly sum to the Council

- 1.2.1. The Supplier will provide the Council with a remittance advice detailing the month, weight collected, payment rate p/t inclusive of VAT no later than 5 working days of the end of each calendar month.
- 1.2.2. The Supplier shall agree in writing with the Council the total amount of Contract Textiles collected across all sites and the corresponding sum owed in relation to rate per tonne as expressed in Table 1 within 5 working days of the end of the preceding month's collections
- 1.2.3. All remittances shall be sent between Parties by email
- 1.2.4. All payments will be made by the Supplier to the Council by direct debit

2. Performance management

2.1. Key Performance Indicators (KPIs)

2.1.1. Data for all KPIs shall be recorded and collated monthly by the Supplier, for provision to the Council within 5 working days of the end of the calendar month to which the information applies

2.1.2. Data relating to KPIs will be reviewed by the Supplier and Council Representatives at a minimum quarterly meeting, or at a frequency otherwise agreed in writing between the Parties

2.2. Proposed KPIs

- Total kg of Contract Textiles collected by site/month
- Total kg of Contract Textiles collected/month across all sites
- % of Contract Textiles by weight (kg) reused or recycled/month of total collected (target > 89%)
- % of Contamination by weight (kg) collected/month of total material collected (target <11%)
- Total number of complaints of overflowing Recycling Banks/month (target <5)
- Total number of complaints of broken Recycling Banks/month (target <5)
- % of reported overflowing banks cleared within 48 hours of initial report/month (target 100%)
- % of reported broken banks repaired within 48 hours of initial report/month (target 100%)
- Number and weight of fly tipping each month reported by the Supplier broken down between sites in the contract and all other sites in the Dorset Council area where the Supplier provides a textile collection service.
- Details of contamination and fly tipped materials

2.3. Supplier Breach and Contract Termination

2.3.1. The Council may terminate the Contract should the Supplier perform one or more of the Supplier Breach in Schedule 1, 1.1

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