

Notice of Non-key Executive Decision

Subject Heading:	Entering into an Inter-Authority Agreement (IAA) to start work on the East London Joint Waste Plan (ELJWP)
Decision Maker:	Councillor Ray Morgon, Leader of the Council
Cabinet Member:	Councillor Graham Williamson, Development and Regeneration
SLT Lead:	Neil Stubbings, Strategic Director of Place
Report Author and contact details:	Cara Collier Cara.collier@havering.gov.uk 01708434083
Policy context:	Waste Management Plan for England National Planning Policy for waste Planning Practice Guidance NPPF 2021 Localism Act 2011 The London Plan 2021 Havering Local Plan 2016-2031
Financial summary:	<p>Havering will be the Lead Authority under the IAA and will be responsible for entering into all contracts with third parties on behalf of the boroughs.</p> <p>Havering will invoice each East London Borough for its share of the Costs per project milestone as agreed by the Planning Officers Group.</p> <p>The IAA will ensure all 4 boroughs are committed to producing an ELJWP, and jointly bound for costs associated with the works.</p>

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Relevant OSC:	Places
Is this decision exempt from being called-in?	Yes, it is a non-key decision

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The subject matter of this report deals with the following Council Objectives

People - Things that matter for residents (x)

Place - A great place to live, work and enjoy (x)

Resources - A well run Council that delivers for People and Place.
(x)

Part A – Report seeking decision

DETAIL OF THE DECISION REQUESTED AND RECOMMENDED ACTION

This report seeks approval to:

1. enter into an Inter-Authority Agreement (IAA) with the London Boroughs of Newham, Redbridge, and Barking and Dagenham, to work together to produce a new East London Joint Waste Plan (ELJWP). Together the four boroughs make up the East London Waste Authority (ELWA).
2. Make the relevant contributions in equal shares with the other boroughs for the duration of the IAA to develop the ELJWP, which is not expected to exceed £95,000.00 for Havering over the life of the project.

AUTHORITY UNDER WHICH DECISION IS MADE

Part 3.2 Executive Functions

The Leader of the Council is responsible for arranging for the exercise of all executive functions and may by way of written notice delegate Executive functions to:

5. Joint Committees

Part 2 - Article 7: Joint arrangements

7.01 Joint arrangements for the exercise of functions

- a) (b) The Leader may establish joint arrangements with one or more local authorities to exercise functions which are executive functions. Such arrangements may involve the appointment of joint committees with these other local authorities

STATEMENT OF THE REASONS FOR THE DECISION

The East London Waste Authority (ELWA) Boroughs adopted the current Joint Waste Plan in 2012. This sets out a planning strategy to 2021 for sustainable waste management which enables the adequate provision of waste management facilities in appropriate locations for municipal and commercial and industrial waste. The Joint Waste Plan forms part of the Development Plan ('Local Plan') for each of the four boroughs. This is now out of date and needs updating.

Under Article 28 of the European Union (EU) Waste Framework Directive, the National Waste Management Plan for England and the National Planning Policy for Waste (NPPW), every waste authority must plan for future waste stream through a waste plan. As the last waste plan is out of date, a new waste plan needs to be progressed urgently.

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Waste planning authorities should prepare Local Plans which identify sufficient opportunities to meet the identified needs of their area for the management of waste streams and identify sites or areas for new or enhanced waste management facilities in appropriate locations.

The ELWA Boroughs produced an evidence base report in 2022, which provided an up to date evidence base upon which a new ELJWP can be prepared. It shows that there is currently sufficient waste management capacity in East London to meet the London Plan apportionment targets for Local Authority Collected Waste (LACW) and Commercial & Industrial (C&I) waste streams, and to manage 100% of Construction & Demolition (C&D) waste arising over the next fifteen years. In this report, it is recommended that the ELWA Boroughs prepare a new ELJWP, taking into account the finding of the study.

Havering will be the Lead Authority under the IAA and will be responsible for entering into all contracts with third parties on behalf of the boroughs and the recruitment and management of the Programme Officer who will be engaged as part of the Examination in Public.

Havering will invoice each East London Borough for its share of the Costs per project milestone as agreed by the Planning Officers Group.

The IAA will ensure all 4 boroughs are committed to producing an ELJWP, and jointly bound for costs associated with the works.

Each borough will be responsible for ensuring that it has the relevant governance in place for each stage of the project and for the publication of the final ELJWP.

OTHER OPTIONS CONSIDERED AND REJECTED

Do nothing – this option was rejected as a new waste plan is needed for Havering.

Do a Waste Plan alone – this option was rejected as an evidenced base document has already been produced with the ELWA boroughs, and the Council will save money by continuing to produce waste planning collaboratively.

PRE-DECISION CONSULTATION

On 22nd September 2022, a cabinet briefing was held on the waste evidence base document, and publication of the document was agreed.

A cross boundary approach to Waste has been discussed with Councillor Williamson, Cabinet Member for Development and Regeneration, who supports moving forward with a Joint Waste Plan.

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NAME AND JOB TITLE OF STAFF MEMBER ADVISING THE DECISION-MAKER

Name: Cara Collier

Designation: Planning Policy Officer

Signature: *C. Collier*

Date: 29 August 2023

Part B - Assessment of implications and risks

LEGAL IMPLICATIONS AND RISKS

Waste Planning Authorities are required to prepare a Waste Plan under Article 28 Directive 2008/98/EC, the National Waste Management Plan for England and the National Planning Policy for Waste (NPPW).

The Council has powers under Section 101 (5) and 113 (1) of the Local Government Act 1972, Section 1 (1) (b) of the Local Authorities (Goods and Services) Act 1970, Section 1 of the Localism Act 2011, and Sections 9EA and 9EB of the Local Government Act 2000 to enter into the arrangements as recommended in the report.

FINANCIAL IMPLICATIONS AND RISKS

The Council is stated as the lead borough in the IAA and will take on the role of procurement. The IAA legally binds the other East London Boroughs to pay invoiced amounts within 30 days.

Paragraph 7.6 of the IAA also states that any borough wishing to leave the IAA will continue to be liable for their share of the Costs.

A maximum budget for the JWP is set at £0.380m in paragraph 7.10 of the IAA. Therefore, the approximate total cost to Havering will be £0.095m (maximum), over the course of the project and will be funded through the Local Plan budget.

	LBH apportionment of ELJWP IAA	Other LA's apportionment of ELJWP IAA	
2023/24	0.045		
2024/25	0.050		
Project total	0.095	0.285	0.380

HUMAN RESOURCES IMPLICATIONS AND RISKS (AND ACCOMMODATION IMPLICATIONS WHERE RELEVANT)

There is no Human Resources implications of the proposed decision. Procurement will be undertaken by the development planning team, who have capacity to do so.

EQUALITIES AND SOCIAL INCLUSION IMPLICATIONS AND RISKS

The Public Sector Equality Duty (PSED) under section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have 'due regard' to:

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- (i) The need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- (ii) The need to advance equality of opportunity between persons who share protected characteristics and those who do not, and;
- (iii) Foster good relations between those who have protected characteristics and those who do not.

Note: 'Protected characteristics' are age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex/gender, and sexual orientation.

The Council is committed to all of the above in the provision, procurement and commissioning of its services, and the employment of its workforce. In addition, the Council is also committed to improving the quality of life and wellbeing for all Havering residents in respect of socio-economics and health determinants.

An Equalities Assessment is not considered necessary as there are no equalities and social inclusion implications arising directly from signing an IAA.

ENVIRONMENTAL AND CLIMATE CHANGE IMPLICATIONS AND RISKS

There are no environmental or climate change impacts from this decision. The recommendations made in this report do not appear to conflict with the Council's policy on Environmental and Climate implications.

BACKGROUND PAPERS

None

APPENDICIES

Appendix A

Joint Waste Plan Inter-Authority Agreement

Open

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Part C – Record of decision

I have made this executive decision in accordance with authority delegated to me by the Leader of the Council and in compliance with the requirements of the Constitution.

Decision

Proposal agreed

Details of decision maker

Signed 

Name: Cllr Ray Morgan,
Leader of Havering Council

Date: 16th SEPTEMBER
August 2023

Lodging this notice

The signed decision notice must be delivered to Democratic Services, in the Town Hall.

For use by Committee Administration

This notice was lodged with me on _____

Signed _____

Inter-Authority Agreement

EAST LONDON JOINT WASTE PLAN (ELJWP)

**FOR THE EAST LONDON WASTE AUTHORITIES OF
HAVERING, NEWHAM, REDBRIDGE AND
BARKING AND DAGENHAM**

July 2023

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PARTIES

- (1) London Borough of Havering of Town Hall, Main Road, Romford, RM1 3BB (**LBH**).
- (2) London Borough of Newham of Newham Dockside, 1000 Dockside Road, London, E16 2QU (**LBN**)
- (3) London Borough of Redbridge of Town Hall, 128-142 High Road, Ilford, Essex IG1 1DD (**LBR**)
- (4) Be First on behalf of the London Borough of Barking and Dagenham of 9th Floor, Maritime House, 1 Linton Road, Barking, IG11 8HG (**LBBD**)

Together the **Authorities/ East London Boroughs**

1. BACKGROUND

- 1.1 The Authorities are each Planning Authorities for the purposes of the Town and Country Planning (Local Planning) (England) Regulations 2012 (SI 2012/767). Each has a duty to prepare and maintain an up to date Local Plan.
- 1.2 The Authorities are required to keep their Local Plans under review and to keep under review matters in relation to any neighbouring area, which may affect their own area.
- 1.3 The Authorities have a duty to co-operate in relation to development plans and supporting activities.
- 1.4 The Authorities have worked collaboratively to commission a Baseline Data Report 2021 which will form a key part of the evidence base for the preparation of the new Joint Waste Plan.
- 1.5 Following receipt of the Baseline Data Report the Authorities have agreed to consider the development of a new Joint Waste Plan to replace the 2012 East London Joint Waste Development Plan Document.
- 1.6 The East London Boroughs have individual responsibilities as Waste Collection Authorities and Waste Planning Authorities. Waste disposal functions are carried out on the East London Boroughs' behalf by the East London Waste Authority. This Inter-Authority Agreement (**IAA**) relates to the waste planning functions and responsibilities of the East London Boroughs, whilst being mindful of existing collection and disposal functions.

1.7 This IAA provides guidance and records the agreement reached between the East London Boroughs in relation to the following areas:

- Mission statement and objectives
- Principles of collaborative and joint working
- Organisational structure and accountability
- Project management arrangements
- Dispute resolution
- Status, duration and arrangements for amendment

Schedule

1. Roles and responsibilities

1.8 The Parties have power to enter into this Inter-Authority Agreement (**IAA**) under section 111 of the Local Government Act 1972 and s.1 of the Localism Act 2011.

2. MISSION STATEMENT AND OBJECTIVES

1.1. The Mission Statement agreed by the East London Boroughs is:

“To work together in a co-operative and transparent way to enable the effective production of a ‘sound’, legally compliant ELJWP that meets the duty to co-operate and establishes a framework of policies and includes site allocations to meet future waste capacity needs in East London during the period 2023 - 2041”

1.2. Within this, the East London Boroughs agree to the following Objectives:

- To develop a long-term vision for waste as a resource in East London.
- To co-ordinate the production of the ELJWP as expeditiously as possible.
- To work closely with the East London Waste Authority as a key stakeholder to ensure integration with provisions for the collection and management of municipal waste.

- To ensure the ELJWP conforms with the policies of the London Plan and the Local Plans of the East London Boroughs.
- To work together to raise awareness amongst stakeholders and promote sustainable waste management in East London.

3. PRINCIPLES OF PARTNERSHIP WORKING

3.1 The East London Boroughs agree to conform to the following principles of collaborative working:

Co-operation: agree to co-operate with each other with the aim of achieving the most sustainable waste management solutions for East London as a whole, whilst taking into consideration the implications for each East London Borough.

Accountability: actions and decisions recommended by the East London Boroughs should reflect the best interests of all council tax payers.

Transparency: will seek joint solutions to waste planning through communicating in an open and transparent manner.

4. APPOINTMENT OF LEAD BOROUGH

4.1 LBH shall act as the Lead Borough for the East London Boroughs and shall enter into all contracts with third parties on behalf of the East London Boroughs. All contracts shall be awarded via Matrix (LBH's online procurement platform) in accordance with LBH's Contract Standing Orders.

4.2 LBH will be responsible for the recruitment and management of the Programme Officer for the Examination in Public. The Programme Officer will be recruited on an agency basis and all East London Boroughs will be responsible for the costs associated with recruiting and managing the Programme Officer.

4.3 LBH will at all times act in accordance with the policies and project management arrangements set out in this IAA.

4.4 Prior to entering into all contracts with third parties, LBH will convene a meeting which shall consist of the members of the Planning Officers Group (**POG**). All decisions to let contracts and

make any commitments shall be made in consultation with and with the prior written agreement of the POG.

5. ORGANISATIONAL STRUCTURE AND ACCOUNTABILITY

- 5.1 The East London Boroughs agree to work together to undertake the detailed roles and responsibilities listed within **Schedule 1**.

6. PROJECT MANAGEMENT ARRANGEMENTS

Procurement of contracts

- 6.1. LBH will oversee the recruitment of consultants and contractual arrangements between LBH and the chosen consultants. All procurement activities carried out by LBH will be conducted in line with UK and EU legislation.

Timing and frequency of meetings

- 6.2 Planning Officers Group meetings will be held regularly and at times when reasonably required by a particular POG member, including at key project stages. Heads of Service shall meet at key decision points in the plan-making process. See Schedule 1 for terms of reference for these Groups.

Protocol for reporting and meetings

- 6.3. The East London Boroughs will provide one representative at the appropriate level to attend POG, and HOS meetings and will use reasonable endeavours to provide consistent attendance of personnel.
- 6.4. The East London Boroughs will use reasonable endeavours to provide the consultants with information held which may assist with the production of the ELJWP, with the understanding that the consultants will be required to maintain confidentiality in relation to non-publicly available information.
- 6.5. Each East London Borough will undertake regular internal briefings within its individual authority to maintain awareness of members and others and assist the decision-making process.
- 6.6. The East London Boroughs will carry out consultation collectively and the POG will agree upon a united approach taking into account each Borough's Statement of Community Involvement.

Decision-making arrangements

- 6.7. To enable the plan-making process to proceed as efficiently as possible, the East London Boroughs will aim to progress and not delay decisions. Each Borough is responsible for ensuring that it undertakes the relevant governance as required by its constitution at the relevant stages of the Programme and shall use its reasonable endeavours to prevent any unnecessary delays in the progression of the JWP.
- 6.8 Lead Contact for each borough will make recommendations on the content of the ELJWP to the decision makers in each respective borough (i.e Leader Member/ Cabinet/ Full Council) as required.
- 6.9 Each of the East London Boroughs is required to seek ratification of the ELJWP at each key decision stage. The East London Boroughs will use their reasonable endeavours to deal promptly and expeditiously with all required approvals of the plan in their own Borough as necessary.

Press and public relations

- 6.11. The emphasis will be on joint publicity arrangements for the ELJWP in accordance with the agreed principles of collaborative working and the Consultation Protocol. Publicity and public relations will be co-ordinated through the Programme Manager. Each East London Borough will endeavour to keep others informed of all relevant press releases to be publicised by Boroughs individually.

7. COSTS

- 7.1 Each East London Borough agrees to share on an equal basis all costs associated with the Mission Statement and Objectives of this IAA, more specifically set out at paragraph 7.5 below (the "Costs").
- 7.2 The East London Boroughs agree that control of expenditure on the ELJWP is a priority and all appropriate steps will be taken by the Lead Borough to ensure that only necessary expenditure is incurred. LBH further agrees to only commit to any Costs after consulting and obtaining the written agreement of the POG and to pay the Costs only on expenditure incurred which directly relates to its obligations as Lead Borough under this IAA.

- 7.3 LBH will invoice each East London Borough for its share of the Costs per project milestone as agreed by the POG.
- 7.4 Where LBH seeks funds additional to the Costs ("Additional Costs") in connection with the production of the ELJWP, these will not be incurred without the approval of the East London Boroughs. Where this approval for additional expenditure is given, the East London Boroughs agree that LBH may undertake the additional expenditure or seek a variation of the contract and to give effect to such variation each of the East London Boroughs further undertakes to make payment of their proportion of the Additional Costs. The Additional Costs will be shared equally between the East London Boroughs.
- 7.5 The indicative budget for the ELJWP relates to the following stages being produced;
- (a) Procurement of the ELJWP consultancy support contract
 - (b) Regulation 18 related documents
 - (c) Regulation 19 related documents
 - (d) Consultation / duty to cooperate related fees
 - (e) Examination and Programme Officer
 - (f) Adoption documents and related GIS
- 7.6 In the event that any of the East London Boroughs for any reason withdraw from participation in this agreement they shall remain liable for their share of the Costs and expenditure detailed in clauses 7.3 - 7.5 above throughout the duration of this Agreement.
- 7.7 All East London Boroughs shall make payment within thirty (30) days of receipt of an invoice for payment from LBH.
- 7.8 If any undisputed sum payable under this Agreement is in arrears for more than thirty (30) days after the due date, LBH reserves the right, without prejudice to any other right or remedy, to charge interest on such undisputed sum on a day to day basis from the original due date until paid in full at a rate of 3% above Bank of England base lending rate in force from time to time.
- 7.9 Any East London Borough may notify LBH in writing within fourteen days of receipt of an invoice if the East London Borough considers such invoice incorrect or invalid for any reason and the reasons for withholding payment failing which the East London

Borough will raise no objection to any such invoice and will make full payment in accordance with 7.7 above.

7.10 The Costs shall not exceed a maximum of £380,000.

8. DISPUTE RESOLUTION-

- 8.1 In the case of disagreement between the East London Boroughs, all efforts will be made to resolve problems and explore alternative solutions where appropriate to achieve the Mission Statement and Objectives of this IAA.
- 8.2 If the matter cannot be resolved it shall be referred to the HOS for each Borough who shall discuss the issue and use their reasonable endeavours to resolve the same.
- 8.3 If after discussion the matter has not been resolved, the matter cannot be resolved it shall be referred to the Directors of Environment or equivalent Chief Officer of the East London Boroughs. If they are unable to reach agreement, they may appoint an independent arbitrator who shall be a member of the Royal Town Planning Institute ('Arbitrator') and whose decision shall be final and binding on the parties. In the absence of agreement on which Arbitrator to appoint, the East London Boroughs shall ask the president of the Royal Town Planning Institute to appoint an Arbitrator. All costs in connection with the appointment and services of the independent arbitrator shall be shared equally by the East London Boroughs.
- 8.4 Should disagreements between the East London Boroughs remain unresolved, all efforts will be made to maintain joint working arrangements between all East London Boroughs, with withdrawal from the agreement representing the last resort.
- 8.5 Any East London Borough may withdraw from participation in this Agreement by giving six months' notice to the other East London Boroughs of this. Any East London Borough serving notice of withdrawal from the Agreement under this clause will remain liable for its share of the Costs throughout the remaining duration of the Agreement as set out in clause 7.
- 8.6 In the case of one or more of the East London Boroughs choosing to withdraw from joint working arrangements, the remaining East

London Boroughs reserve the right to continue to work together to develop the ELJWP for any remaining sub-regional area(s).

9. FURTHER AGREEMENTS

9.1 The East London Boroughs agree to consider any legislative changes affecting this Agreement and shall consider whether any additional agreements for specific services entered into by all or some of the East London Boroughs affect this Agreement in any material way and will if necessary enter into any further agreements.

10. CONFIDENTIALITY

10.1 The East London Boroughs shall not divulge or dispose of or part with possession, custody or control of any confidential material or information provided to the East London Boroughs pursuant to this Agreement or obtained by the East London Boroughs pursuant to the Agreement, other than in accordance with the express written instructions of the other East London Boroughs.

10.2 The East London Boroughs shall take all reasonable steps as from time to time shall be necessary to ensure compliance with the provisions of Clause 10 by its employees and agents.

10.3 Nothing in this Clause 10 shall prevent the East London Boroughs from disclosing confidential material or information where they are required to do so by judicial, administrative, governmental or regulatory process or by the application of any applicable law including but not limited to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

10.4 Clause 10 shall survive termination of the Agreement.

11. INDEMNITY

11.1 Subject to clause 11.4 below the East London Boroughs will fully indemnify each other in respect of any and all reasonably incurred costs, expenses and liabilities incurred directly or indirectly as a

result of the performance of their obligations under this Agreement

- 11.2 Subject to clause 11.4 below the East London Boroughs will fully indemnify LBH as the Lead Borough in respect of all reasonable costs, expenses and liabilities directly incurred with regard to the performance of all of its obligations under the terms of this Agreement except to the extent that such costs, expenses liabilities arise as a result of a negligent act or omission of LBH as the Lead Borough, acting without the agreement of the POG.
- 11.3 The East London Boroughs hereto agree to indemnify the Lead Borough against any Losses which the Lead Borough may suffer as a result of or in connection with its obligations hereunder provided and to the extent that such losses are over and above that which each Authority to this Agreement is required to contribute and such extra costs are not due to any negligent act or omission of the Lead Borough or breach by Lead Borough of its obligations hereunder. Any payments made to the Lead Borough under this Clause 11.3 shall be made in equal parts by each of the East London Boroughs.
- 11.4 To avoid doubt each East London Borough's liability under this Agreement is joint and several.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 LBH shall procure that it shall include a clause in any consultants' or contractors' appointment, requiring the consultant or contractor to grant to each of the East London Boroughs all necessary intellectual property rights to copy and make full use of any work undertaken by or on behalf of the East London Boroughs for the purpose of their appointment (including but not limited to any data, reports, drawings, specifications, designs, inventions or other material produced or acquired in the course of such work).
- 12.2 Each East London Borough (the Licensor) grants to each of the other East London Boroughs (the Licensee) an irrevocable, non-exclusive, non-terminable, royalty-free licence, to copy and make full use of any intellectual property created by the Licensor in any work undertaken by or on behalf of the East London Boroughs for the purpose of this Agreement.

- 12.3 The East London Boroughs together reserve the right to determine whether the result of the works shall be published and if so on what conditions.
- 12.4 The East London Boroughs acknowledge and agree that any proposal by one member to grant a licence to a third party to use the documents and materials created for this project, shall be subject to the agreement of all the other East London Boroughs.
- 12.5 Any changes or edits made to the documents and materials by any of the East London Boroughs, if made under the terms of the Agreement shall be jointly owned by the East London Boroughs. Copyright in any edits or changes made to the documents and materials at the expiration of the term shall be owned by the relevant author.

13. LEAD CONTACTS FOR THE AUTHORITIES

13.1 The lead contact for each Authority is listed below.

Authority	Name	Position	Email	Telephone
LBBD	Tim Thomas	Head of Transport, Infrastructure and Policy Planning	tim.thomas@befirst.london	07834014334
LBH	Jill Warren	Development Planning Deputy Team Leader	Jill.Warren@havering.gov.uk	01708434461
LBN	Ellie Kuper Thomas	Policy Manager	Ellie.KuperThomas@newham.gov.uk	02033730828
LBR	Suzanne Lansley	Planning policy, urban design and infrastructure manager	suzanne.lansley@redbridge.gov.uk	02087086690

14. HEADS OF SERVICE FOR THE AUTHORITIES

14.1 The head of service for each Authority is listed below.

Authority	Name	Position	Email	Telephone
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LBBB	Caroline Harper	Chief Planner	Caroline.harper@bfirst.london	07973661207
LBH	Helen Oakerbee	Assistant Director of Planning and Public Protection	Helen.Oakerbee@haverling.gov.uk	01708432800
LBN	Jane Custance	Director of Planning and Development	Jane.Custance@newham.gov.uk	02033736537
LBR	Robert Lancaster	Operational Director Planning and Building Control	Robert.lancaster@redbridge.gov.uk	

15. ESCALATION

- 15.1 If any Authority has any issues, concerns or complaints about any matter referred to in this IAA, it shall notify the other Authorities. The Authorities' lead contacts shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Heads of Service for the Authorities as set out in clause 7.1, who shall decide on the appropriate course of action to take.
- 15.2 If any Authority receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the matters dealt with by this IAA, the matter shall be promptly referred to the lead contact for each Authority.

16. DATA PROTECTION AND FREEDOM OF INFORMATION

- 16.1 The Authorities are subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) (together the Acts) and shall assist each other to enable each to comply with the Acts. The Authorities acknowledge that each other Authority may be obliged to disclose information relating to this IAA.
- 16.2 The Authorities shall provide all necessary assistance as requested by the other so as to enable each to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 16.3 The Authorities acknowledge that each may be obliged under the Acts to disclose information without consulting with any other

Authority, or following consultation with another Authority and having taken its views into account.

- 16.4 Each Authority will comply with its obligations under the Data Protection Act 2018 and the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) (**UK GDPR**), both as amended from time to time.

17. TERM AND TERMINATION

- 17.1 This IAA shall commence on the date of signature by the Authorities, and shall expire on adoption of the East London Waste Plan by the Authorities.

18. CONFIDENTIALITY

- 18.1 Each Authority hereby undertakes to the other Authorities that it shall procure that its employees, agents and subcontractors shall keep confidential all information of a confidential nature (whether written or oral) concerning this IAA and the business affairs of each other Authority that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this agreement.

19. CHARGES AND LIABILITIES

- 19.1 Except as otherwise provided, the Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this IAA.
- 19.2 Each Authority shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and negligence. No Authority intends that any other Authority shall be liable for any loss it suffers as a result of this IAA or reliance upon the Baseline Data Report.

20. STATUS

- 20.1 The parties enter into the IAA intending to honour all their obligations.
- 20.2 Nothing in this IAA is intended to, or shall be deemed to, establish any partnership or joint venture between the Authorities, constitute any Authority as the agent of any other Authority, nor authorise any of the Authorities to make or enter into any

commitments for or on behalf of the other part, except as otherwise set out in this Agreement.

21. GOOD FAITH

21.1 Each of the Local London Members undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

22. SEVERABILITY

22.1 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall remain in full force and effect.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

23.1 Nothing contained in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

24. GOVERNING LAW AND JURISDICTION

This IAA shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 8, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

25. COUNTERPARTS

This IAA may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts shall together constitute the IAA.

No counterpart shall be effective until each Authority has executed at least one counterpart.

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year first written

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING & DAGENHAM was hereunto affixed in the presence of:

Authorised Signatory:

Being an officer of the Council of the London Borough of Barking and Dagenham, duly authorised to attest the Common Seal thereof

Minute Number:
Sealing Register:

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM was hereunto affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL of THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF REDBRIDGE was hereunto affixed in the presence of:

Authorised Signatory:

SCHEDULE 1

Roles and responsibilities

Planning Officers Group (POG)

Role

- To take ownership of the plan preparation process through a close working relationship with the consultants and the Heads of Service (HOS), and where necessary provide additional capacity as a working group.

Membership/personnel

- Each East London Borough will provide one senior level planning officer to attend the POG. Officers should currently work in forward planning, and have a good overview of the Local Plan preparation process within their Borough and a broad understanding of waste planning issues.
- There may also be a need for involvement of other appropriate officers from each Borough with a background in sustainable development, at key stages of the Sustainability Appraisal/Strategic Environmental Assessment process.
- A programme of meetings will be agreed and organized by the POG. However, if two or more East London Boroughs wish there to be a meeting outside these arrangements, they may request to convene a meeting and such a meeting shall take place as soon as practicably possible.

Responsibilities of POG members

- To actively participate in regular meetings with the other Authorities and the consultants, to steer the ELJWP preparation process.
- To contribute to progress reports with recommendations to be put to the HOS and decision making bodies for joint decision-making where appropriate.
- To provide comments on the work of the consultants.
- To provide additional working capacity at certain stages in the process – in particular logistical arrangements during consultation stages.
- Each planning officer to take responsibility for reporting progress internally within their Borough and provide regular feedback to POG members, particularly where problems are identified.
- Each planning officer to take responsibility for arranging reporting mechanisms internally within their Authority, to enable ratification of the plan to proceed according to plan-making timetable.

Heads of Service (HOS)

Role

- To oversee the East London Waste Plan preparation process
- To consider the recommendations of the Planning Officers Group (POG) and to make recommendations to respective Authority's Senior Leadership Teams and Council Members on the content of the ELJWP
- To agree the timetable, and budget of the ELJWP and agree any necessary changes

Membership/personnel

- The East London Boroughs shall be represented equally by the Head of the Planning Service (or equivalent) in each of the East London Boroughs
- Meetings will be convened by POG. However if two or more East London Boroughs wish there to be a meeting outside these arrangements, they may request the POG to convene a meeting and such a meeting shall take place as soon as practicably possible.

Responsibilities of HOS members

- To meet at key decision points in the preparation of the plan
- To consider whether the ELJWP is in line with the Local Plan and the Sustainable Community Strategy/Corporate Plan of their own Authority and to bring to the attention of HOS any inconsistencies at the earliest opportunity
- To brief the Lead Member for Planning within their own Authority on the progress of the ELJWP and any issues that arise
- To secure funding within its Authority for the ELJWP
- To ensure that any approval process required for the ELJWP in each East London Borough is carried out promptly and expeditiously