**[Aatmay’s Clause]**

**Sustainable and Circular Economy Principles in Leasing Arrangements for Repair and Alterations**

|  | **How to use this clause** |
| --- | --- |
| **Child’s Name** | Aatmay’s Clause |
| **Full Name** | Sustainable andCircular Economy Principles in Leasing Arrangements for Repair and Alterations |
| **Why use this?** | Aatmay’s Clause enable landlords and tenants to reduce unnecessary waste and purchase of new products (and the associated greenhouse gas emissions) by prompting them to follow circular economy principles in repair and alterations, prioritising the use of reclaimed, re-used or recycled goods or materials (and, where that is not possible, to use sustainable goods or materials). |
| **Practice Area/ Sector** | Practice Area(s):   * Buildings & Land (including Property, Construction, Environment & Planning)   GICS Sector (Industry Group/ Industry):   * 15 Materials (1510 Materials/ 151020 Construction Materials) * 60 Real Estate (6010 Real Estate/ 601020 Real Estate Management & Development) |
| **Climate Issue** | Repair and alteration obligations (including new fit out construction) in lease arrangements seldom require either the landlord or the tenant to use circular economy or sustainability principles when it comes to the design, products used or construction methods employed.  As repair and obligation lease terms often require the use of new products, unnecessary waste is created by throwing away good condition ‘second-hand’ goods capable of re-use. As a result, more greenhouse gas (GHG) emissions are created both in the production of these new materials and in the release of GHG emissions at landfill of the old materials. |
| **Drafting Solution** | Include sustainable and circular economy provisions in the repair, alteration, yielding up and decoration covenants in a lease, which require landlords and tenants to prioritise the use of reclaimed, re-used or recycled goods or materials (and, where that is not possible, to use sustainable goods or materials). |
| **Impact: How this drafting promotes a net zero future** | These clauses will encourage landlords and tenants to reuse materials or to use recycled or reclaimed materials and, where this is not possible, sustainable materials in their alteration or repair obligations. Aatmay’s Clause will also encourage landlords or tenants to consider the lifespan of a product and/or the design and construction of a building when undertaking these projects.  This will help to reduce the amount of waste going to landfill and the exploitation of natural resources. |
| **Legal Context** | The [Waste Framework Directive 2008](https://www.legislation.gov.uk/eudr/2008/98/contents) (as amended by the [2018 Directive](https://www.gov.uk/government/publications/legal-definition-of-waste-guidance/definition-of-waste-2018-waste-framework-directive-amendments)) sets out a hierarchical structure for how to minimise waste, including initially trying to re-use or reclaim products and materials, then (where re-use or reclamation is not possible) to recycle them.  The [Waste (Circular Economy) (Amendment) Regulations 2020](https://www.legislation.gov.uk/uksi/2020/904/contents/made) transpose the EU 2020 Circular Economy Package (“CEP”) and the Waste Framework Directive 2018 into England. These Regulations (and the Welsh equivalent) particularly encourage the use of circular economy principles to ensure we maximise the resource efficiency of products and prevent waste in England and Wales.  The [Better Buildings Partnership (BBP)](https://www.betterbuildingspartnership.co.uk/) recognises the negative environmental consequences and waste generated by a tenant having to reinstate their alterations at the end of their lease arrangement and have suggested wording in the yield up clauses of their [Green Lease Toolkit](https://www.betterbuildingspartnership.co.uk/sites/default/files/media/attachment/bbp-gltk-2013_0.pdf) to reflect this (page 24).  The [Environment Bill](https://services.parliament.uk/Bills/2019-21/environment.html) (due to become law in 2021)[[1]](#footnote-0) as currently drafted provides for the Government to make regulations concerning resource efficiency information (Schedule 6) and resource efficiency requirements (Schedule 7), and deposit schemes to encourage sustaining or promoting an increase in the recycling or reuse of materials (Schedule 8). Once in force, these provisions could impact on the use of materials in buildings.  In June 2020 the Climate Change Committee published an appraisal of the UK's decarbonisation progress and highlighted the need for resilient recovery policies which strive towards a circular economy and housing retrofits.[[2]](#footnote-1) |
| **Environmental Context** | Globally, steel, cement, aluminium and plastics account for 75% of direct CO2 emissions from industry, with passenger cars and buildings the two largest use segments for these materials.[[3]](#footnote-2) Projections from present patterns of consumption of these materials indicate that global demand for them will increase two- to four-fold by 2100.[[4]](#footnote-3)  Circular economies design out waste and pollution, keep products and materials in use and regenerate natural systems. The UK Green Building Council has published a [Circular Economy How-to Guide: Reusing products and materials in built assets](https://www.ukgbc.org/wp-content/uploads/2020/04/how-to-guide-reuse.pdf) to assist construction clients on implementing circular economy principles into their projects to minimise waste and reduce GHG emissions. These ideas and concepts can apply to commercial or residential building fit-outs or repair clauses under a lease. |
| **Stakeholders** | 1. Landlords 2. Tenants 3. Property Developers 4. Architects and The Royal Institute of British Architects 5. Interior designers 6. Construction supply chain generally (contractors, sub-contractors, quantity surveyors) 7. Managing Agents 8. Letting Agents 9. Product Designers |
| **Potential barriers or challenges to integration/ implementation & mitigation** | *This information is needed. Contact TCLP to help us update this section to reflect recent events or newly available information.* |
| **Notes for users** | Aatmay’s Clause can be used in leases, licences for alterations or agreements for leases with development or works obligations.  The clauses focus on materials used as part of an existing building's fit out or routine/ extraordinary maintenance, rather than how a construction project is managed.  The clauses are ‘dark green’ and use ‘dark green’ definitions as a starting point (especially Sustainable Materials and Recycled Materials), to be ambitious in the use of circular economy products in lease agreements. However, the definitions can be amended to make them a lighter shade of green (less ambitious) which may be more acceptable to landlords and tenants.  The drafting envisages using a variety of definitions commonly used in leasing agreements. In particular, users of Aatmay’s Clause will need to check that the relevant agreement has ‘Works’ as a defined term and make sure that it is consistent with its use in these clauses.  Aatmay’s Clause complements other TCLP clauses, notably:   * [Luna’s Clause](https://chancerylaneproject.org/climate-clauses/green-construction-modifications/) (Net Zero Aligned Construction Modifications); * [Mary's Clause](https://chancerylaneproject.org/climate-clauses/build-contract-energy-efficiency-clauses/) (JCT Energy Efficiency and Environmental Obligations); * [Tristan's Clause](https://chancerylaneproject.org/climate-clauses/construction-materials-green-procurement/) (Construction Materials: Procurement); * [Estelle's Clause](https://chancerylaneproject.org/climate-clauses/net-zero-construction-standards/) (Climate Standard of Care (Construction)); * [Francis' Clause](https://chancerylaneproject.org/climate-clauses/climate-aligned-construction-waste-management/) (Climate Aligned Construction Waste Management); * [Emma's Clause](https://chancerylaneproject.org/climate-clauses/green-residential-lease/) (Green Residential Lease Clauses)   Where the obligation to repair and/or decorate falls to the tenant, consider incentivising the tenant to use Recycled Materials or Sustainable Materials by offering a Green Rent Rebate as defined in [Toryn’s Clause](https://chancerylaneproject.org/climate-clauses/green-assured-shorthold-tenancy/) (Green Assured Shorthold Tenancy (AST) clause).  When using Aatmay’s Clause, you might like to consider the obligation in [Francis' Clause](https://chancerylaneproject.org/climate-clauses/climate-aligned-construction-waste-management/) (Climate Aligned Construction Waste Management) that repair or renovation triggers the requirement for a Waste Management Plan, regardless of size or complexity of the project.  The definitions of Efficiency Standard and Efficiency Objective in Aatmay’s Clause are drafted to reflect and align with the conditions and covenants that may be attached to “green loans” on the market as and when they become more commonplace.  Further clause-specific drafting notes:   * Definition of **Efficiency Standard**: Item 2 (in square brackets) could be read in conjunction with [Tristan's Clause](https://chancerylaneproject.org/climate-clauses/construction-materials-green-procurement/) (Construction Materials: Procurement) to ensure that goods and materials used for repair and alterations are sourced in a way which minimises GHG emissions. * Definition of **Efficiency Objective**: Refer to [Mary's Clause](https://chancerylaneproject.org/climate-clauses/build-contract-energy-efficiency-clauses/) (JCT Energy Efficiency and Environmental Obligations) which offers a similar concept. * **Lease Clause 1 and 2** (Tenant Covenants – Repair and Decoration). Read this in conjunction with [Emma's Clause](https://chancerylaneproject.org/climate-clauses/green-residential-lease/) (Green Residential Lease Clauses). * **Lease Clause 2.1, 3.1 and 5.1:** The hierarchy of materials used is currently “dark green”, but could be amended and negotiated between the parties. * **Lease Clause 4.1.2**: Where reinstatement does have to take place, use the relevant drafting suggested in the Carrying out and Completing the Works clause (clause [1]) in the Licence for Alterations drafting below. * **Lease Clause 5**: This only relates to Services relating to the Replacement of items. * **Licence for Alterations/ Agreement for Lease Clause 1**.**1.1**: The hierarchy of the materials used is currently “dark green”, but could be amended and negotiated between the parties. * **Licence for Alterations/ Agreement for Lease Clause 1.1.2**: The parties may wish to ensure that the contracts for the works with building contractors incorporate provisions such as those in Francis' Clause (Climate Aligned Construction Waste Management) to ensure that they support the obligations in the Licence for Alterations included by this clause. * **Licence for Alterations/ Agreement for Lease Clause 1.1.4**: The parties may wish to ensure that the contracts for the works with building contractors incorporate provisions such as those in Estelle's Clause (Climate Standard of Care (Construction)) to ensure they support the obligations in the Licence for Alterations included by this clause. * **Licence for Alterations Clause 2**: Where reinstatement does have to take place, use the drafting suggested in the Carrying out and Completing the Works clause in the Licence for Alterations drafting.   **How Aatmay’s Clause might operate in practice**  The “dark green” drafting means that Aatmay’s Clause is ambitious in terms of intended net zero and climate impact. Market practice at the time of drafting suggests that the clauses are most likely to be used in relation to prime new office space and less likely to be used (adopting the “dark green” drafting) in relation to secondary space or other uses, such as light industrial. The clauses should be adapted as appropriate to the space or use case in question.  **Net zero ambition**  The clauses deliberately only focus on reduction of GHG emissions. Users of Aatmay’s Clause may wish to raise the net zero ambition of the lease document as a whole by adding in net zero obligations, such as obligations on the parties to:   * set net zero targets * have a net zero target plan; and/or * have an offsetting strategy.   Refer to TCLP’s [Net Zero Drafting Checklist](https://chancerylaneproject.org/toolkit/net-zero-drafting-checklist/), [Sample Wording](https://chancerylaneproject.org/toolkit/net-zero-implementation-tools/), [Net Zero aligned climate clauses](https://chancerylaneproject.org/practice-areas/best-in-class/) and [Glossary](https://chancerylaneproject.org/glossary/) for template wording and defined terms. |

**Additional Recitals**

The Landlord and Tenant [have signed up to the [Race to Zero](https://racetozero.unfccc.int/join-the-race/) and] acknowledge their common intention to achieve their respective organisational net zero targets and align with the ultimate objectives of the Paris Agreement (in particular pursuing efforts to limit global temperature increase to 1.5 degrees Celsius above pre-industrial levels and achieving net zero or net negative emissions by 2050 or sooner), in a manner that promotes a just transition to a low carbon economy and that results in at least a 7%[[5]](#footnote-4) reduction of greenhouse gas emissions year on year.

**Additional Definitions**

[*Drafting note: Words with a capital letter which are not defined here are assumed to be defined elsewhere in the Lease/ Licence/ Agreement.*]

**Adverse Climate Effect** meansan adverse effect on the climate, including but not limited to:

1. an increase in GHG Emissions relating to the [Property][Premises];
2. discarding stock that was created using Natural Capital without using it;
3. wasting materials so that the Embedded Carbon of the [Premises] [Property][and/or Building] is increased; or
4. reduced Air Quality.

**Air Quality** means the condition of air in and around the [Premises] [Property] [and/or Building], in particular the extent to which it is clean, clear and free from pollutants including smoke, industrial gases and dust.[[6]](#footnote-5)

**Efficiency Objective** means that, in relation to the occupation, operation and use of the [Property][Premises], the parties will work together to:

1. maximise energy efficiency in the [Property][Premises];
2. [achieve the sustainability performance targets of the [Landlord's][Tenant's] sustainability linked loan;]
3. reduce the GHG Emissions associated with the [Property][Premises] to help the parties achieve their Net Zero Targets;
4. [Offset any Residual Emissions related to the[Property][Premises];]
5. use sustainable materials and avoid the use of materials that increase the Embedded Carbon;
6. reuse and recycle materials to ensure that they are salvaged or otherwise saved from landfill;
7. adopt environmentally friendly working methods, including minimising energy use through plant and site services;
8. protect and enhance existing ecological features on site;
9. minimise air (dust and fumes) and noise pollution;
10. minimise water use;
11. use local suppliers; [and]
12. promote green travel to and from the site (including walking, cycling or using public transport).

**Efficiency Standard** means that design, supply, construction, installation, commissioning and repair practices are carried out:

1. responsibly, sustainably, ethically and in accordance with all applicable laws and good business practice;
2. [using best endeavours to ensure that the materials and goods are sourced from manufacturers and suppliers located as close to the [Property][Premises] as reasonably practicable;] and
3. in a manner which maximises the prospects of achieving the Efficiency Objective.

**Embedded Carbon** means:

1. In relation to building materials, the GHG Emissions that occur through their extraction, manufacture and transportation.
2. In relation to the [Property][Premises], the GHG Emissions that occur when it is built, repaired, renovated, deconstructed and disposed of.

**Environmental Performance** means all or any of the following in relation to the Premises][Property][and/or Building]]:

1. energy consumption;
2. water consumption and discharge;
3. waste generation and management;
4. generation and/or emission of Greenhouse Gases; and/or
5. other adverse environmental impacts.[[7]](#footnote-6)

**EPC Obligation** means an EPC rating of [A or the highest rating achievable under any equivalent or successor rating system/ B].

**GHG Emissions** means emissions of GHGs from all sources, categorised as scope 1, 2 and 3 emissions by [*The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015*](https://ghgprotocol.org/sites/default/files/standards/ghg-protocol-revised.pdf)as updated from time to time.[[8]](#footnote-7)

**Greenhouse Gases (GHGs)** means the natural and anthropogenic gases which trap thermal radiation in the earth’s atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC) [or otherwise specified by the UNFCCC at the date of this Lease], as may be amended from time to time[, which include carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF6), and nitrogen trifluoride (NF3)].

**Materials** means:

1. Reused Materials or Reclaimed Materials, but where these are not available or appropriate then;
2. Sustainable Materials, but where these are not available or appropriate then;
3. Recycled Materials, but where these are not available or appropriate then;
4. Recyclable Materials, but where these are not available or appropriate then;
5. materials or products.

**Natural Capital** means those elements of the natural environment which provide valuable goods and services to people, such as stock of forests, water, land, minerals and oceans.

**Net Zero Target** means both a reduction of GHG Emissions overall and a removal of GHG Emissions associated with Offsets acquired to address Residual Emissions by [2050 or sooner/ [insert date]] to achieve a balance between the [Landlord] [and Tenant]’s sources and sinks of GHG Emissions in a calendar year and for each subsequent year thereafter and the goals of the Paris Agreement.]

**Offset** means the purchase of carbon credits from a project:

1. that has been verified in accordance with [insert name of voluntary standard] or under the United Nations Framework Convention on Climate Change (UNFCCC) clean development mechanism (CDM) [or [successor/ equivalent] UNFCCC mechanism];
2. where the emissions of GHGs avoided, reduced or removed by the project are additional;
3. that in relation to GHG removals, employs long-lived storage methods that have a low risk of reversal over millennia;
4. that prioritises the removal of GHGs from the atmosphere rather than avoids or reduces third party emissions of GHGs; and
5. that takes account of a just transition and addresses wider social and ecological goals.

**Reclaimed Materials** means materials that have been removed from another building or site, which can be reused in the [Premises][Property][and/or Building] without substantial modification.

**Recyclable Materials** means materials which can go through a recovery operation by which waste materials are reprocessed into products, materials or substances whether for the original or other purposes.[[9]](#footnote-8)

**Recycled Materials** means materials which, through a recovery operation, have been reprocessed into products, materials or substances whether for the original or other purposes.[[10]](#footnote-9)

**Residual Emissions** means the GHG Emissions that are emitted after all reasonable efforts have been made by the [Landlord] [and Tenant] to reduce GHG Emissions.

**Reused Materials** means materials, products or components that are not waste and are used again for the same purpose for which they were conceived.[[11]](#footnote-10)

**Sustainable Materials** means products or materials:

1. which are extracted, produced and made in a way that minimises the Embedded Carbon;
2. which are extracted, produced and made without depleting non-renewable resources and without disrupting the established steady-state equilibrium of the environment and key natural resource systems; and
3. which are recyclable or reusable.

**Waste** means spoil, waste, rubbish, debris, materials or goods or surplus materials generated by or used in undertaking the Works which are not incorporated into the Works at practical completion.[[12]](#footnote-11)

**Waste Management Plan**[[13]](#footnote-12)means [an up to date][the] site waste management plan [attached at Schedule [●] and] produced by the Tenant or the Contractor following consultation with the Landlord, which seeks to ensure materials are managed efficiently and to reduce Waste.

**LEASE**

**Additional Clauses**

1. **Tenant and Landlord Covenants**

The Parties acknowledge that in complying with their obligations under this Lease, each will use [best/ [all] reasonable] endeavours to act at all times in a manner which maximises the prospect of achieving the Efficiency Objective.

1. **Tenant Covenants - Repair**

To keep the [Premises][Property] in good and substantial repair and condition and when necessary to replace and renew [any Landlord's fixtures and fittings] with Materials of an equivalent quality [and value] [to the reasonable satisfaction of the Landlord].

1. **Tenant Covenants - Decoration**

To carry out all decoration in a proper and workmanlike manner using good quality Materials [to the reasonable satisfaction of the Landlord].

1. **Tenant Covenants - Yielding Up** 
   1. The Tenant shall not be required to reinstate any alterations carried out in accordance with clause [●] of this Lease where each of the following applies at the expiry or sooner determination of the Term:
      1. any such reinstatement is not reasonably required by the Landlord having regard to the Landlord's intention in respect of the use or re-letting of the [Premises][Property][and/or Building] and the Landlord has notified the Tenant to that effect [no later than [three] months] prior to the date of expiry or sooner determination of the Term; and
      2. any such reinstatement would [materially] adversely affect the [Environmental Performance] of the [Premises][Property][and/or Building] [and/or the EPC rating of the [Premises][Property][and/or Building]].
2. **Services and Service Charge**

In carrying out the Services, the Landlord shall use [best/ [all] reasonable] endeavours to use Materials of an equivalent quality [and value].

**LICENCE FOR ALTERATIONS**

**Additional Recitals**

1. The Parties acknowledge that a priority for the design, carrying out and reinstatement of the Works is to ensure, as far as reasonably practicable, that the materials used in the Works can at the end of their life be:
   1. reused and/or recycled in whole or, where this is not possible, in part; and/or
   2. salvaged or otherwise saved from landfill in whole or, where this is not possible, in part.
2. The Parties acknowledge that in complying with their obligations under this Licence, each will use [best/ [all] reasonable] endeavours to act at all times in a manner which maximises the prospect of achieving the Efficiency Objective and minimises any Adverse Climate Effect.

**Additional Clauses**

1. **Carrying out and Completing the Works**
   1. The Tenant must carry out and complete the Works (and ensure that the Works are carried out and completed):
      1. using (to the extent reasonably practicable) good quality Materials that are fit for the purpose for which they will be used and to the reasonable satisfaction of the Landlord;
      2. in accordance with a Waste Management Plan[[14]](#footnote-13) and using [best/ [all] reasonable] endeavours to minimise Waste;
      3. in accordance with Efficiency Standards to mitigate against any Adverse Climate Effect; and
      4. at all times in a manner which maximises the prospect of achieving the Efficiency Objective on Practical Completion [and during the operating life] of the Works.[[15]](#footnote-14)
   2. For the purpose of assessing whether practical completion of the Works has been achieved, the [Employer/ Employer’s Agent/ Architect/ Contract Administrator] shall not issue any certificate to that effect until such time as the EPC Obligation has been met.
   3. The failure of the Tenant to comply or procure compliance with the provisions of clause [1.1] will constitute a [substantial] breach of this Licence.[[16]](#footnote-15)
2. **Reinstatement** 
   1. The Tenant shall not be required to reinstate any alterations carried out in accordance with this Licence where each of the following apply at the expiry or sooner determination of the Term:
      1. any such reinstatement is not reasonably required by the Landlord [not less than three months prior to the end of the Term having regard to the Landlord's intention in respect of the use or re-letting of the [Premises][Property][and/or Building]]; and
      2. any such reinstatement would [materially] adversely affect the [Environmental Performance] of the [Premises][Property][and/or Building] [and/or the EPC rating of the [Premises][Property][and/or Building]].

**AGREEMENT FOR LEASE (WITH DEVELOPMENT/ WORKS OBLIGATIONS) OR DEVELOPMENT AGREEMENT**

**Additional Recitals**

1. The Parties acknowledge that a priority for the design, carrying out and reinstatement of the [Works][Development] is to ensure, as far as reasonably practicable, that Waste will be minimised and that the [Works][Development] can at the end of their life be:
   1. reused and/or recycled in whole or, where this is not possible, in part; and/or
   2. salvaged or otherwise saved from landfill in whole or, where this is not possible, in part.
2. The Parties acknowledge that in complying with their obligations under this Agreement, each will use [best/ all reasonable] endeavours to act at all times in a manner which maximises the prospect of achieving the Efficiency Objective and minimises any Adverse Climate Effect.

**Additional Clause**

1. **[Landlord Works][Tenant Works][Development Obligations]**
   1. The [Landlord][Tenant][Developer] shall use [best OR [all] reasonable endeavours to procure that the [[Landlord's][Tenant's] Works are] [Development is] carried out:
      1. using (to the extent reasonably practicable) good quality Materials that are fit for the purpose for which they will be used and to the reasonable satisfaction of the Landlord;
      2. in accordance with a Waste Management Plan[[17]](#footnote-16) and using [best/ all reasonable] endeavours to minimise Waste;
      3. in accordance with Efficiency Standards to mitigate against any Adverse Climate Effect; and
      4. at all times in a manner which maximises the prospect of achieving the Efficiency Objective on Practical Completion [and during the operating life] of the Works.[[18]](#footnote-17)

**[Schedule [●]: Waste Management Plan][[19]](#footnote-18)**

1. ***The Environment Act was adopted on 9 November 2021. Contact TCLP to help us update this section to reflect recent events or newly available information.***  [↑](#footnote-ref-0)
2. CCC, [Reducing UK emissions: 2020 Progress Report to Parliament](https://www.theccc.org.uk/publication/reducing-uk-emissions-2020-progress-report-to-parliament/) (p. 22). [↑](#footnote-ref-1)
3. Material Economics, [The Circular Economy - a Powerful Force for Climate Mitigation](https://materialeconomics.com/publications/the-circular-economy-a-powerful-force-for-climate-mitigation-1) (p. 10). [↑](#footnote-ref-2)
4. Climate KIC, [The Circular Economy: A powerful force for climate mitigation](https://www.climate-kic.org/insights/the-circular-economy-a-powerful-force-for-climate-mitigation-2/) (June 2018). [↑](#footnote-ref-3)
5. [The ‘Carbon Law’](https://exponentialroadmap.org/wp-content/uploads/2020/11/1.5C-Business-Playbook-v1.1.1pdf.pdf); and J. Rockström et al., [A roadmap for rapid decarbonisation](https://science.sciencemag.org/content/355/6331/1269), Science 355.6331, 1269-1271 (2017). [↑](#footnote-ref-4)
6. See TCLP Glossary: [Air Quality](https://chancerylaneproject.org/glossary/air-quality/). [↑](#footnote-ref-5)
7. See TCLP Glossary: [Adverse Climate Outcome](https://chancerylaneproject.org/glossary/adverse-climate-outcome-aco-adverse-social-outcome-aso/). [↑](#footnote-ref-6)
8. Drafting note: Scope 1, 2 and 3 emissions are defined on page 27 of the GHG Protocol. [↑](#footnote-ref-7)
9. Definition has been partially taken from the [Waste Framework Directive 2008](https://www.legislation.gov.uk/eudr/2008/98/contents). [↑](#footnote-ref-8)
10. Definition has been partially taken from the [Waste Framework Directive 2008](https://www.legislation.gov.uk/eudr/2008/98/contents). [↑](#footnote-ref-9)
11. Definition has been partially taken from the [Waste Framework Directive 2008](https://www.legislation.gov.uk/eudr/2008/98/contents). [↑](#footnote-ref-10)
12. From [Francis' Clause](https://chancerylaneproject.org/climate-clauses/climate-aligned-construction-waste-management/) (Climate Aligned Construction Waste Management). [↑](#footnote-ref-11)
13. For examples, look to the [Site Waste Management Plans Regulations 2008](https://www.legislation.gov.uk/uksi/2008/314/contents/made), which are now revoked. [↑](#footnote-ref-12)
14. See drafting note in ‘Notes for Users’ section regarding [Francis' Clause](https://chancerylaneproject.org/climate-clauses/climate-aligned-construction-waste-management/) (Climate Aligned Construction Waste Management). [↑](#footnote-ref-13)
15. See drafting note in ‘Notes for Users’ section regarding [Estelle's Clause](https://chancerylaneproject.org/climate-clauses/net-zero-construction-standards/) (Climate Standard of Care (Construction)). [↑](#footnote-ref-14)
16. Drafting note: There should be a standard provision on forfeiture linking back to the lease in the licence. A breach of the licence terms is a breach of the lease covenants. [↑](#footnote-ref-15)
17. See drafting note in ‘Notes for Users’ section regarding [Francis' Clause](https://chancerylaneproject.org/climate-clauses/climate-aligned-construction-waste-management/) (Climate Aligned Construction Waste Management). [↑](#footnote-ref-16)
18. See drafting note in ‘Notes for Users’ section regarding [Estelle's Clause](https://chancerylaneproject.org/climate-clauses/net-zero-construction-standards/) (Climate Standard of Care (Construction)). [↑](#footnote-ref-17)
19. Drafting note: Insert Schedule [​​●] if using, pursuant to the definition of Waste Management Plan. [↑](#footnote-ref-18)