

SCHEDULE 3

SPECIFICATION

Dated 22 August 2024

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1. Definitions

- 1.1. Capitalised terms are defined in Schedule 1 (Definitions and Interpretation) of the Contract. Where there are any inconsistencies between the meaning of terms in the Contract and this Specification then the meaning set out in the Contract shall prevail.

2. Description of the Service

- 2.1. The Service shall be for the receipt, recording, segregation, handling (including bulking and haulage where applicable), treatment, processing and disposal of Contract Waste (being Waste less Rejects delivered from Authorised Vehicles of the Council or any agents acting on their behalf) by the Contractor in accordance with the Waste Hierarchy to maximise Recycling for the generation of Products, minimise the Residues and thereby minimise Contract Waste disposal via landfill.
- 2.2. The Contract Waste materials described in section 3 below shall be transported to the Primary Delivery Point (which in this Schedule 3 (Specification) shall also be interpreted to include any Contingency Delivery Point substituted for the Primary Delivery Point due to inability to accept Contract Waste) or other relevant Contractor's Premises by or on behalf of the Council in Authorised Vehicles.
- 2.3. The Contractor shall receive and manage all Waste delivered to the Primary Delivery Point during the Term in accordance with the Waste Acceptance Protocol detailed in Schedule 5 (Waste Acceptance Protocol).
- 2.4. The Contractor shall apply the Waste Acceptance Protocol and shall process (or shall procure that its relevant Sub-Contractor(s) shall process) Contract Waste in accordance with the Law. The Contractor shall Recycle the Contract Waste in a manner to maximise the quality of the output material for Products and minimise the Residues.
- 2.5. The Contractor shall ensure that Non-Conforming Material that is capable of being Recycled is sent to an appropriate processor or reprocessor where practicable. For the avoidance of doubt Waste is delivered to the Contractor which, after any Rejects are identified and that part of the Waste is rejected and isolated in accordance with the Waste Acceptance Protocol with photographic evidence recorded and the Authorised Officer notified, shall constitute the Contract Waste. Contract Waste may contain Non-Conforming Material which the Contractor shall manage.
- 2.6. For operational reasons, the Council prefers that the Primary Delivery Point is within the Council's administrative area and the distance from the Council's own waste management facilities to the Contractor's specified Primary Delivery Point has formed part of the evaluation procedure leading to the Council selecting the Contractor on the basis of its Contractor's Tender.
- 2.7. Should the Contractor attempt to dispose of Products or Residues or Waste not arising from the Service provided within the Contract in the name of the Council, the Council shall be entitled to terminate the Contract forthwith on the basis of an irremediable material breach by the Contractor.

3. Contract Waste – input Waste streams (for both Household Waste and Commercial Waste)

- 3.1. **Contract Waste** is defined as set out in Table 1 below. Contract Waste delivered by or on behalf of the Council, whether derived from Household Waste or Commercial Waste, shall also be classified as:
 - 3.1.1. Target Material;
 - 3.1.2. Non-Target Material; and

3.1.3. Non-Recyclable Material.

Table 1: Paper and card – Contract Waste	
Target Material	Non-Target Material
Paper - plain and coloured	Wrapping paper, greetings cards with glitter and foil
Cardboard	Gift bags with glitter and foil
Catalogues and brochures	Tissue paper
Phone directories	Wet cardboard
Newspapers	Cardboard with food residue
Magazines	Greaseproof paper
Envelopes	Nappies
Phone books and magazines	Disposable coffee cups
Domestic cardboard tubes	Cartons for liquids and food
Plain cards	Wet wipes
Paper bags	Wall paper
Plain wrapping paper	Padded lined envelopes
Books	Laminated paper
Cardboard fibre packaging and trays	Non-paper and cardboard components

- 3.2. The Contractor shall project the quantities of Contract Waste to be managed, based on its knowledge and understanding of current and emerging legislation, skills and experience and be satisfied that the Service shall cater for all Contract Waste throughout the Term.
- 3.3. The Council is not under any obligation to deliver any Contract Waste to the Contractor.
- 3.4. The Council gives no guarantee of the composition of Contract Waste. Changes in the proportion of Contract Waste or fractions within the Contract Waste stream are risks borne by the Contractor.
- 3.5. The Contractor shall assume that loads of Contract Waste may contain up to seven and one half per cent (7.5%) and moisture up to fourteen per cent (14%) by weight of Non-Conforming Material. The Contractor shall be entitled to further payment as part of the Contract Price where Contract Waste contains Non-Conforming Material in excess of seven and one half per cent (7.5%) of load by weight and up to fourteen per cent (14%) by weight of moisture.
- 3.6. Where Waste has been delivered by or on behalf of the Council (where such Waste less any Rejects constitutes Contract Waste), the Contract Waste shall be processed and disposed of by the Contractor into these fractions:
 - 3.6.1. Products;
 - 3.6.2. Residues; and
 - 3.6.3. Non-Conforming Material (which, for the avoidance of doubt, may contain Products and/or Residues).

4. **Normal Working Hours for receipt of Contract Waste**

- 4.1. Subject to the requirements of the Environmental Permit and/or other Necessary Consents, the Primary Delivery Point or other relevant Contractor's Premises shall be open and available for acceptance of Contract Waste during the Normal Working Hours (unless otherwise agreed by the parties).

- 4.2. **Normal Working Hours** are the minimum periods when the Council requires the Contractor to provide a Primary Delivery Point (or, where relevant, a Contingency Delivery Point) to be able to accept deliveries of Contract Waste in Authorised Vehicles on the following days and times. The Contractor's offer to match or exceed these minimum periods is as set out in the Contractor's Tender:

Table 2: Normal Working Hours		
Operational days	Time open	Total daily operational hours
Weekdays (including statutory bank holidays such as Good Friday) but excepting Christmas Day, Boxing Day and New Year's Day	0700hrs to 1600hrs	Nine (9)
Saturdays (including three (3) Saturdays over the Christmas/New Year period to allow continuity of Service) (in each case on Council request with a minimum one (1) week notice)	0700hrs to 1600hrs	Nine (9)
Sundays	Closed	Closed
Christmas Day, Boxing Day and New Year's Day	Closed	Closed

- 4.3. The Contractor shall notify the Council by telephone (followed up by written electronic confirmation) as soon as is reasonably practicable should the Contractor's Premises become Unavailable to accept Contract Waste.
- 4.4. Following any period of Unavailability the Contractor shall notify the Council by telephone (followed up by written electronic confirmation) as soon as is reasonably practicable once the Unavailability event ends.
- 4.5. The Contractor shall carry out all planned maintenance at the Contractor's Premises in a manner that does not impact on the availability of the Contractor's Premises or the Service. The Contractor shall, wherever practicable, carry out all maintenance outside the Normal Working Hours of the Contractor's Premises. Each failure to provide four (4) weeks' notice of pre-planned shut-down of the Contractor's Primary Delivery Point shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards). Default will not apply where a suitable Contingency Delivery Point is agreed at least two (2) working days in advance by the Authorised Officer.
- 4.6. Each failure to receive deliveries of Contract Waste from Authorised Vehicles at the Primary Delivery Point (or Contingency Delivery Point) during the Normal Working Hours shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards). Default of this Performance Standard will not apply where four (4) weeks' notice of pre-planned closure has been provided for Primary Delivery Point or where non-Contract Waste loads are rejected by the Contractor.
- 4.7. The Contractor shall provide the Authorised Officer with access to the Contractor's Premises during the Normal Working Hours and any other hours as agreed between the Parties.
- 4.8. The Contractor shall devise a method for dealing with the increased quantity of Contract Waste resulting from peak deliveries at bank holidays, public holidays, exceptional events and

at other times and shall inform the Authorised Officer of the proposed method at least four (4) weeks prior to every bank holiday, public holiday or exceptional event as notified by the Authorised Officer as soon as reasonably practicable.

5. The management of Contract Waste in line with the Waste Hierarchy

- 5.1. The Council is committed to encouraging the management of Contract Waste in accordance with the Waste Hierarchy. The Council's kerbside collection recycling service shall be a key factor in achieving Recycling and landfill diversion targets. The Contractor shall be required to assist the Council to develop action plans that will contribute towards achieving the targets set in the Environment Act 2021, the Waste Strategy and the Council's "Council Plan 2024 to 2027" available at [BMBC Council Plan 2024-2027 \(barnsley.gov.uk\)](https://www.barnsley.gov.uk/council-plan-2024-2027) as such plan is amended or superseded by the Council from time to time.

6. Contract Waste receipt, acceptance and treatment

- 6.1. The Contractor shall make provision to manage the Contract Waste delivered and separate Products, Residues and Non-Recyclable Material in accordance with this Contract, Laws and Good Industry Practice.

- 6.2. It is the Contractor's responsibility:

6.2.1. to manage, treat or disposal of Non-Conforming Material up to seven and one half per cent (7.5%) and moisture up to fourteen per cent (14%) by weight of Contract Waste received without any additional to the Contract Price; and

6.2.2. to dispose of the levels of Non-Conforming Material greater than that set out in section 6.2.1 in accordance with section 6.3.

- 6.3. For Non-Conforming Material above the levels set out in section 6.2.1 (which amounts must be proven and agreed) and calculated on a month by month basis, the parties shall agree the method of disposal and haulage from the Contractor's Premises (or it shall be determined) and the Council will pay the Contractor on a cost pass through rate, at no more than the overall price (and without any additional Contractor's margin) using the relevant calculation using the relevant tonnage of Non-Conforming Material multiplied by a price being either:

6.3.1. a price by reference to the committed proportion bid back in the Contractor's Tender of the tonnage of Non-Conforming Material based on the median price set out on the "Let's Recycle" website at www.letsrecycle.com for "Energy from Waste" disposal for the month in which the Contract Waste from which the Non-Conforming Material is derived was delivered (acting reasonably to identify the relevant month where Contract Waste was delivered in several consignments which could straddle a single month), such price per tonne of Non-Conforming Material for that month; or

6.3.2. where the parties seek to agree the price for processing and/or disposing of Non-Conforming Material, such price as may be agreed,

provided that the Contractor shall only be entitled to payment for processing and/or disposing of any Non-Conforming Material where it provides invoices and supporting information (including for Duty of Care requirements) to the Council for all of the Non-Conforming Material processed and/or disposed of in that month.

- 6.4. Notwithstanding section 6.1, the Contractor shall provide suitable methodology, agreed with the Council, to show (a) the apportioned outputs from their Contractor's Premises taking into account the Contract Waste delivered to the Contractor's Premises by or on behalf of the Council's waste collection service in relation to (b) other contracts delivering Waste to the Contractor's Premises. These outputs must show the breakdown, tonnages and percentage of material types (as a minimum in the types set out in the Waste Acceptance Protocol after treatment including all Products, Residues and Non-Conforming Material. This shall determine

the composition of the Contract Waste and processing performance to establish and validate the calculation of income due to the Council and any pass-through cost due to the Contractor for processing or disposing of Non-Conforming Material.

- 6.5. The Contractor shall operate an appropriate Waste Transfer Note system (which from 1 April 2025 should be a digital waste tracking system to meet a mandatory requirement) for all loads in accordance with the Duty of Care.
- 6.6. The Contractor shall have its Contingency Plan to ensure the Service is maintained in the event of breakdown, planned or unplanned maintenance at the Primary Delivery Point. In the event of an emergency or unavailability of the Primary Delivery Point (or any Contingency Delivery Point), failure to implement Contingency Plan arrangements shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
- 6.7. If Hazardous Waste is discovered in a Contract Waste load delivered by an Authorised Vehicle the Contractor shall take the following action:
 - 6.7.1. inform the Authorised Officer;
 - 6.7.2. isolate and secure the Hazardous Waste to prevent access by unauthorised persons and to prevent loss or leakage of the Hazardous Waste; and
 - 6.7.3. subject to compliance with the Contractor's Health and Safety Policy, attempt to establish the source of the Hazardous Waste and to identify the Authorised Vehicle which deposited it.
- 6.8. The Contractor and the Authorised Officer shall work together to make all necessary arrangements for the removal from the Contractor's Premises and the transportation to, and final disposal of, all Hazardous Waste identified. Hazardous Waste identified shall be Non-Conforming Material but shall be managed and consigned to meet the specific or additional requirements for Hazardous Waste compared to other Non-Conforming Material. The costs of disposal of Hazardous Waste as identified in this section 6.8 shall be classified as costs for disposal of Non-Conforming Material and calculated in accordance with section 6.3 above.
- 6.9. (Where reasonably practicable) the Contractor shall search for valuables or lost property accidentally included in the Contract Waste if safe to do so when directed by the Authorised Officer. The Contractor shall, if required, permit or assist any person authorised by the Council to search for such articles. The Contractor shall make arrangements for the collection and/or return of any lost property in accordance with the instructions of the Authorised Officer, and the disposal of lost property found at the Contractor's Premises. The Contractor shall submit to the Authorised Officer a written copy of the procedures to be adopted and a report on lost and found items on a monthly basis. The Authorised Officer shall also be advised if and when the police have been involved in such matters of lost property.
- 6.10. All coins, articles of value or antiquity discovered in the Contract Waste stream shall, as between the Council and the Contractor, be deemed to be the absolute property of the Council. The Contractor shall take reasonable precautions to prevent its Staff from removing or damaging any such articles and shall immediately upon the discovery thereof, inform the Authorised Officer. The Contractor shall then keep the articles in safe keeping until collected by the Authorised Officer.

7. Material quality testing methodology

- 7.1. The Contractor must comply or procure compliance with the Waste Acceptance Protocol (which requires compliance with the New MRF Regulations) and supply quantities data on the composition and percentage of Contract Waste broken down by materials types processed through the Preliminary Delivery Point or other relevant Contractor's Premises for both input material and output material.

- 7.2. The Contractor's sampling process (for loads of Contract Waste as reported at daily, weekly or other intervals as described in the Service Delivery Plan) shall be used to calculate the Contract Waste material breakdown for such interval.
- 7.3. The Contractor must supply monthly data in respect of the composition sampling process and percentage of Contract Waste material types processed through the Primary Delivery Point or other relevant Contractor's Premises to allow calculation of the Contract Price (using the clause 14 (Payment Provisions) and Schedule 2 (Pricing Schedule) pricing mechanism and, if required, the cost pass through mechanism for Non-Conforming Material received above the acceptable amount set out in section 6.2.1).
- 7.4. The Council shall be entitled to inspect the sampling process and reserves the right to undertake an agreed mechanism and testing process to determine the composition of the Contract Waste where the Council, acting reasonably, has reasonable grounds to expect the Contractor is reporting higher levels of Non-Conforming Material than anticipated.
8. **Contractor's obligations – generally and reviews leading to Variations affecting the Service Delivery Plan**
 - 8.1. The Contractor shall perform the Service in accordance with all of the requirements set out in this Specification and the Contract (particularly clause 2.1.1 (Provision of the Service)) for the receipt, recording, segregating, handling (including where applicable bulking and hauling), separating, treating and disposing of Contract Waste.
 - 8.2. The Contractor shall ensure that at all times the provision and management of the Contractor's Premises, Plant and equipment and their operation, monitoring and maintenance is in accordance with:
 - 8.2.1. national, regional and local policy frameworks for the management of household and municipal waste;
 - 8.2.2. all applicable Laws and regulatory requirements, including those of all Regulatory Bodies;
 - 8.2.3. Good Industry Practice;
 - 8.2.4. all relevant permissions and Necessary Consents; and
 - 8.2.5. the Contractor's Quality Management System.
 - 8.3. Notwithstanding section 8.2.2, the Contractor shall comply at all times with the requirements of the relevant Regulatory Body in respect of all relevant Laws (and guidance with which the Contractor is bound to comply) and in particular the following provisions:
 - 8.3.1. all requirements of the Environment Agency or any other relevant Regulatory Body for the area in which the Contractor's Premises is situated;
 - 8.3.2. the EPA and regulations and codes of practice made thereunder in connection with any Material of which the Contractor is required to process (or any amendment or re-enactment thereof so far as they relate to the Contractor's duties and obligations hereunder);
 - 8.3.3. the Control of Pollution (Amendment) Act 1989;
 - 8.3.4. The Environmental Permitting (England and Wales) Regulations 2016 (SI 2016/1154) and any subsequent amendments;
 - 8.3.5. the Environment Act 1995 and regulations and codes of practice made thereunder;
 - 8.3.6. the Environment Act 2021 and regulations and codes of practice made thereunder;

- 8.3.7. the Pollution Prevention and Control Act 1999 and regulations and codes of practice made thereunder; and
- 8.3.8. The Clean Neighbourhoods and Environment Act 2005 and regulations and codes of practice made thereunder.
- 8.4. The Contractor shall review the Specification with the Authorised Officer on an annual basis at the Authorised Officer's request (or where there are changes of Law which affect delivery of the Service). Following such review, where necessary Variations may be required and will be implemented in accordance with clause 3 (Variations to the Service) and Schedule 11 (Variation Procedure).
- 8.5. The Contractor shall provide before the Service Commencement Date, review annually on the anniversary of the Service Commencement Date and keep updated a Service Delivery Plan of the proposed method of operations.
- 8.6. Should the Contractor at any stage during the Term wish to revise its method of operation in whole or in part, it shall comply with clause 3.2 (Variations to the Service) and Schedule 11 (Variation Procedure) of the Contract.
- 8.7. The Authorised Officer may require additional working hours beyond the Normal Working Hours for exceptional circumstances from time to time. When required the Authorised Officer shall contact the Contractor to discuss and (where relevant) agree this provision to be implemented by a Variation.
- 8.8. The Authorised Officer may, from time to time, direct the Contractor to provide additional services over and above those generally provided within the Contract. Payment for such additional services shall be addressed by a Variation.
- 8.9. The Authorised Officer's approval of the Contractor's proposed method(s) of operation or any changes thereto, shall not relieve the Contractor of any of its duties or responsibilities under the Contract. Except as agreed by way of a Variation pursuant to clause 3.2 (Variations to the Service) and Schedule 11 (Variation Procedure) of the Contract, any changes to the proposed method of working must be at no extra cost to the Council. Any savings accruing to the Contractor as a result of a Variation pursuant to clause 3.2 (Variations to the Service) and Schedule 11 (Variation Procedure) of the Contract shall be shared equally with the Council and reflected either as a one-off payment or in downward adjustments to the Contract Price as applicable.
- 9. Contractor's obligations – Contract management**
- 9.1. The Contractor shall at all times keep the Council aware of all material issues relating to the provision of the Service.
- 9.2. The Contractor shall inform the Authorised Officer in writing of any expiry or loss of access to treatment and/or processing capacity relevant to the provision of the Service (both for itself and any Sub-Contractor which the Contractor employs) as soon as reasonably practicable after any such expiry or loss.
- 9.3. The Contractor shall immediately advise the Authorised Officer of any industrial action or potential business interruption of any kind that might affect its ability to maintain the Service.
- 9.4. The Contractor shall respond to correspondence from the Council or members of the public by acknowledgement of the correspondence in accordance with the Contractor's Complaints Procedure (a system for the management of complaints about their operations made available to the Authorised Officer).

- 9.5. Following receipt of a complaint from the Council or member of the public, the Contractor shall take appropriate action in accordance with Good Industry Practice and/or the Contractor's Complaints Procedure.
- 9.6. The Contractor shall ensure that the Contractor's Premises are supervised by a designated and suitably experienced manager at all times who is contactable by telephone during its Normal Working Hours. During any enforced absence from the Contractor's Premises of the manager, the Contractor shall nominate an alternative member of staff as his/her replacement.
- 9.7. The Contractor shall nominate a senior member of staff as Contractor's Manager to provide a direct contact point who is contactable by telephone during its Normal Working Hours by the Council and to be available for regular meetings with the Council or other Regulatory Body. for which no less than ten (10) working days' notice will be provided (unless in cases of emergency).
- 9.8. The Contractor shall also ensure that a manager with sufficient authority to represent the Contractor is available to administer the Contract.
- 9.9. The Contractor shall designate a further representative or representatives who may be contacted at any time outside the Normal Working Hours. Such representatives shall be empowered to respond to any request for emergency services.
- 9.10. The Contractor shall attend regular Contract management meetings (at times and at the locations specified by the Authorised Officer) with the Authorised Officer and shall attend all other meetings requested and convened by the Council to consider the operation of the Service for which ten (10) working days' notice will be given.
- 9.11. The Contractor shall provide the Authorised Officer with unrestricted access (subject to health and safety regulations), without prior notice, to all Contractor's Premises utilised by the Contractor in providing the Service. The Contractor shall similarly provide escorted access during Normal Working Hours for the Authorised Officer and members, for which at least two (2) working days' notice will be given by the Council.
- 9.12. The Contractor shall provide all information reasonably required by the Council to verify compliance with the terms of this Contract.
- 9.13. All weighbridge tickets, advice notes, and any other documentation relevant to the Service shall be delivered by the Contractor to the Authorised Officer in a digital format, within fourteen (14) days of the month end or as otherwise agreed with the Authorised Officer.
- 9.14. All digital tonnage data in the form of weighbridge tickets, including all information as set out in Schedule 19 (Audit Requirements) of the Contract, shall be submitted for validation on a monthly basis to be received by the Authorised Officer no later than five (5) working days after the end of the month. WasteDataFlow, the central government reporting system for waste authorities, requires all tonnages reported to be at the final destination. If a transfer station is used, documentation must also be provided for such site and the final destination.
- 9.15. Within five (5) working days of the end of each month, the Contractor shall submit to the Council a monthly report (via electronic delivery) on the information required to comply with the WasteDataFlow requirements in a format to be agreed. As a minimum this report shall include detailed information as requested in Schedule 19 (Audit Requirements). Adjustments to the monthly report shall be developed in consultation with the Authorised Officer.
- 9.16. Failure to submit monthly monitoring data (as required by the Council's monthly contract management meeting template as agreed with the Contractor during mobilisation) within five (5) working days of end of a calendar month shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

- 9.17. Failure to report data monthly which is required for the Council's quarterly EPR Payment returns (after a one (1) week rectification period after Council notification of Default) shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
10. **Contractor's obligations – Primary Delivery Point and other relevant Contractor's Premises**
- 10.1. The Contractor shall ensure that Contract Waste brought to the Primary Delivery Point in Authorised Vehicles is deposited without undue delay and that Authorised Vehicles are able to leave the Contractor's Premises without undue delay. The Council's expectation is that the turnaround time for any Authorised Vehicle delivering Contract Waste to the Contractor is thirty (30) minutes from weighbridge in to weighbridge out at the Primary Delivery Point.
- 10.2. The Contractor shall ensure that bulk collections of Contract Waste or other Waste managed by or on behalf of the Contractor from the Primary Delivery Point are arranged so as to cause minimal delay to the Council's own refuse and recycling collection vehicles delivering Waste to the Primary Delivery Point under other arrangements outside this Contract.
- 10.3. The Contractor shall operate the Contractor's Premises in such a manner as to prevent Authorised Vehicles and other vehicles queuing back onto the highway.
- 10.4. The Contractor's Premises must have a calibrated and certificated weighbridge and shall be required to be available to accept deliveries of Contract Waste during Normal Working Hours. Failure to ensure that an Authorised Vehicle delivering Contract Waste under this Contract is weighed on a weighbridge upon both arrival and departure shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards). Default will not apply in the event of a weighbridge malfunction that prevents weighing provided that the Authorised Officer is informed within one (1) hour of the weighbridge malfunction.
- 10.5. The Contractor shall ensure sufficient staffing at peak times for Council deliveries to minimise queuing before the weighbridge.
- 10.6. The Contractor shall install a system to satisfy the requirements of Schedule 19 (Audit Requirements) including, but not limited to, capability to:
- 10.6.1. record all vehicles delivering Contract Waste;
 - 10.6.2. record all vehicles transporting Products and Residues on behalf of the Contractor;
 - 10.6.3. check that the vehicles are permitted to deliver Contract Waste to the Contractor's Premises;
 - 10.6.4. record the vehicles' gross and tare weights;
 - 10.6.5. calculate the weight of the Contract Waste received;
 - 10.6.6. calculate the weight of Products and Residues derived from Contract Waste;
 - 10.6.7. provide the Council with detailed data on the Contract Waste received and the final destination of all Products and Residues;
 - 10.6.8. record the reason for rejections of Rejects from Waste and the person rejecting such loads in accordance with the Waste Acceptance Protocol;
 - 10.6.9. record the time and date of delivery and onward transport; and
 - 10.6.10. record the signature of the driver.

- 10.7. The system referred to at section 10.6 shall be such as to enable the Contractor to incorporate any additions or alternations to information required by any Change in Law (specifically the requirement to have technically competent staff when the new Carrier, Broker and Dealer Regulations come into effect), guidance or Council requirements.
- 10.8. A copy of all weighbridge tickets (electronically held) shall be retained by the Contractor for the Term.
- 10.9. The Contractor shall provide and thereafter maintain a weighbridge function for the duration of the Term. It shall be capable of issuing computerised tickets, shall be passed by an inspector as fit for use for trade and carry a stamp indicating that it has been so passed in accordance with section 11 of the Weights and Measures Act 1985.
- 10.10. The Contractor shall ensure that weighbridges are:
- 10.10.1. maintained free from faults;
 - 10.10.2. serviced in accordance with the manufacturers' instructions;
 - 10.10.3. dates of calibration should be supplied to the Council and copy certificates made available on request; and
 - 10.10.4. operated only by a person holding a certificate of competence under section 18 of the Weights and Measures Act 1985, such person or persons being present to operate the weighbridge during the Normal Working Hours.
- 10.11. In the event of breakdown of a weighbridge installation, a valid manual recording system that can also be audited shall immediately be instituted and maintained in operation until the weighbridge is again in normal operation. In operating the weighbridge installations, the Contractor shall have regard to its Duty of Care obligations.
- 10.12. The Contractor shall be responsible for the security of all Contractor's Premises provided for the provision of the Service.
- 10.13. The Council shall not be liable for any claim for loss or damage suffered by the Contractor resulting from any breach of security at the Contractor's Premises.
- 10.14. The Contractor shall be responsible for clearing/salting any snow and ice or removing storm damage items from the Contractor's Premises as soon as reasonably practicable, ensuring that their Contractor's Premises are safe for Authorised Vehicles to deposit Contract Waste. The Authorised Officer shall be notified by the Contractor within one (1) hour of any need for closure, the expected duration of the closure, the expected time the Contractor's Premises shall be reopened and notified of any reopening as soon as reasonably practicable.
- 10.15. The Contractor shall make available toilet and fresh water facilities for Authorised Vehicle crews (of all genders). These facilities shall be cleaned, consumables replaced and maintained on a daily basis.
- 10.16. The Contractor shall make available a safe waiting area of reasonable size where Authorised Vehicle crew loaders can wait during Authorised Vehicles depositing Contract Waste.
- 10.17. All Contract Waste should remain contained within Contractor (or Sub-Contractor) vehicles during transport in compliance with prevailing Laws and Good Industry Practice. Failure to do so shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).
- 10.18. Each complaint (as is reasonably established) from Authorised Vehicle crews concerning the operation and timely management of the Primary Delivery Point (or Contingency Delivery Point) facilities including transport management issues and any failure to achieve a thirty (30) minute turnaround time measured between weighbridge in and weighbridge out for the

Authorised Vehicles shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

11. Sub-Contractors, the regulation of Waste Carriers and the "Duty of Care" Code of Practice

- 11.1. The Contractor's attention is drawn to the provisions of section 34 of the EPA relating to the Duty of Care as regards Waste. The "Waste Duty of Care Code of Practice", dated March 2016, issued by Defra sets out practical guidance for those subject to the Duty of Care. The Contractor shall comply with the provisions of the EPA and such Code of Practice or any replacement Code of Practice which may supersede the document. This shall include the checking of all records, keeping and maintaining records as required or as may be required by the EPA and the Code of Practice and any costs incurred shall be the responsibility of the Contractor.
- 11.2. The Contractor shall inform the Authorised Officer in detail of the nature and location of any operations it or its Sub-Contractors perform under this Contract and promptly of any change in these and shall at all times allow the Authorised Officer access to such operations to the extent that the Contractor is required to do so with regard to its Duty of Care obligations.
- 11.3. The Contractor must provide details of Sub-Contractors to the Authorised Officer prior to the Service Commencement Date and prior to subsequent changes taking place in order for the Council to comply with its Duty of Care obligations.
- 11.4. The Contractor shall be (or shall procure that its relevant Sub-Contractor(s) shall be) at all times a licensed waste management service provider(s) capable of accepting multiple direct deliveries at the Primary Delivery Point on a daily basis from Authorised Vehicles.
- 11.5. The Contractor or any of its Sub-Contractors undertaking to haul Contract Waste from the Contractor's Premises shall be registered as a waste carrier in accordance with the provisions of the EPA. The Contractor shall ensure that any Sub-Contractor which he employs from time to time is similarly registered prior to any Sub-Contractor delivery of the Service being undertaken.
- 11.6. Four (4) weeks prior to the Service Commencement Date, the Contractor shall produce, for the perusal of the Authorised Officer, the original certificate of registration as a waste carrier for both itself and any Sub-Contractor which he employs. The Contractor shall also provide for the satisfaction of the Authorised Officer the original certificate of registration as a waste carrier for any other Sub-Contractor that he may from time to time propose to employ, prior to that Sub-Contractor's employment.
- 11.7. The Contractor shall inform the Authorised Officer in writing of any expiry, loss or refusal by the Environment Agency or other relevant Regulatory Body of registration as a waste carrier, Environmental Permit, exemption or licences, both for itself and any Sub-Contractor which the Contractor employs as soon as reasonably practicable after any such expiry, loss or refusal.
- 11.8. Should the Contractor or its Sub-Contractor, for whatever reason at any stage during the Term, lose or have its registration as a waste carrier terminated, or should such registration expire, it shall immediately cease to transport Contract Waste or matter under the Contract. The Contractor shall, within twelve (12) hours and at its own cost, employ a Sub-Contractor or Sub-Contractors who are properly registered as waste carriers in order to resume and continue the transportation of Contract Waste or matter for the purpose of the Contract. Should the Contractor fail to make suitable alternative arrangements as detailed within this section 11, within seven (7) days of refusal, loss or expiry of registration, the Council may terminate the Contract forthwith on the basis of an irremediable material breach of the Contract.

12. Information and educational materials

- 12.1. The Contractor shall comply with Schedule 19 (Audit Requirements).

- 12.2. All data and information regarding the Contract is to be recorded, stored for a period of seven (7) years by the Contractor and transferred to the Council electronically using a secure system.
- 12.3. The Contractor (and their Sub-Contractors) shall co-operate with the Council for the exchange of such information as is needed for the management of the Service.
- 12.4. Throughout the Term the Contractor shall maintain a system within Normal Working Hours and a reduced out of hours procedure for communicating with the Authorised Officer (which may be a mobile telephone). In the event of an emergency arising, the Council shall be notified as soon as reasonably practicable.
- 12.5. In order to assist the Council to supply good quality Contract Waste to the Contractor, the Council shall require strategic assistance from the Contractor on a quarterly basis (at no extra cost to the Council) with the development of educational materials. Notwithstanding the Contractor's social value commitments in the Contractor's Tender as contemplated by section 22 below, this will involve input by the Contractor into the Council's leaflet and social media communications (including with schools) designed for awareness raising and community engagement proposals, with the aim of reducing the level of Non-Recyclable Materials and improving the quality of Contract Waste deposited by the residents and/or Commercial Waste customers of the Council together with training for Council officers and Staff. Failure by the Contractor shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

13. Quality Management System and control

- 13.1. The Contractor shall note that the quality of the Service is of paramount importance to the Council. Monitoring of standards and performance shall be undertaken by the Council in the following ways:
 - 13.1.1. Authorised Officer and other authorised Council officers accessing the Contractor's Premises for "walkaround" assessments of Service delivery; and
 - 13.1.2. validation of the Contractor's reporting of the performance complying with the MRF Regulations and application of the Waste Acceptance Protocol.
- 13.2. The Contractor shall obtain and maintain certification for the provision of the Service in accordance with the requirements of ISO 9001:2015 and ISO 14001:2015 or any equivalent quality and environmental management system standard that is relevant to this Specification (or any such standard which is generally recognised as having replaced either of them) through a certifying body accredited by the United Kingdom Accreditation Service. This shall occur within nine (9) months of the Service Commencement Date and the Contractor shall retain certification for the remaining Term. The Contractor shall, by no later than the Service Commencement Date, notify the Council of the name and address of the certifying body proposed to be used by the Contractor and shall keep the Council informed of the Contractor's rate of progress in becoming certified. This shall consist of a written report submitted to the Authorised Officer every three (3) months following the Service Commencement Date until certification is achieved. The Contractor shall, within forty-eight (48) hours of receiving certification, notify the Council and provide a copy of the certificate.
- 13.3. Following the certification required in section 13.2, the Contractor shall provide a copy of all the documentation supplied to the United Kingdom Accreditation Service for approval. Also, following the certification required in section 13.2, the Quality Management System procedure may be subjected to periodic audits arranged by and at cost to the Council. The Authorised Officer shall give two (2) weeks' notice of such audits, which shall involve full assessment of the performance and efficiency of the Quality Management System procedure and shall include review of the feedback and records derived from the Contractor's monitoring and internal reviews of the quality plan. The Contractor shall, at his own cost, ensure that all relevant personnel and documentation are available for such audits. These audits shall be in addition to any undertaken by the certification body.

- 13.4. Not later than twenty-one (21) days prior to the Service Commencement Date (or such period as otherwise agreed with the Authorised Officer), the Contractor shall submit to the Authorised Officer a Quality Management System which shall be such as to demonstrate to the Authorised Officer the method by which the Contractor shall ensure the proper commencement, execution and completion of the Service and other matters in accordance with the Contract. The Quality Management System shall include all matters in accordance with the Contract. The Authorised Officer shall receive reports on the following:
- 13.4.1. provision of maintaining a written record detailing the results of such inspections;
 - 13.4.2. provision for maintaining a written record detailing any complaints (whether to the Contractor or to the Council) and Defaults regarding the Service and the action taken by the Contractor to resolve such complaints or Defaults;
 - 13.4.3. reporting methods identifying how the foregoing have been achieved and maintained; and
 - 13.4.4. the method of reporting to the Authorised Officer on progress or difficulties in relation to the Service.
- 13.5. From the date of its submission to the Authorised Officer, the Contractor shall institute and implement the Quality Management System. Any modifications to the Quality Management System must be agreed by the Authorised Officer. The Quality Management System shall be fully integrated with the routine running of the Contractor's Premises and the transportation of Contract Waste.
- 13.6. In order to achieve its required purposes, the Contractor shall adjust the Quality Management System or provide a new Quality Management System acceptable to the Authorised Officer as required by him from time to time through the Term.
- 13.7. The Quality Management System maintained by the Contractor shall be in addition to and shall be without prejudice to:
- 13.7.1. the obligation to obtain certification in accordance with section 13.2;
 - 13.7.2. the issuing of any Rectification Notices or Default Notices;
 - 13.7.3. the issue of any other notices to the Contractor by the Authorised Officer;
 - 13.7.4. the right of the Authorised Officer to undertake an independent inspection as and when they see fit and in particular to operate random quality control inspections for which the Contractor shall provide all necessary assistance to the Authorised Officer at no extra cost to the Council; and
 - 13.7.5. any other rights of the Council and obligations of the Contractor.
- 13.8. The Authorised Officer shall, where the Contractor does not notify the Council or its Authorised Officer, notify the Contractor of all reported or inspected Service provision which constitutes a Default and does not meet the requirements of the Contract in accordance with clause 8 (Performance and Monitoring) and Schedule 12 (Performance Standards).
- 13.9. In addition to the requirements set out above, the Contractor shall also be expected to submit monthly management information (which will not be subject to the Council awarding performance points and/or Performance Deductions as set out in Schedule 12 (Performance Standards) and shall not be classed as other key performance indicators to be met or exceeded by the Contractor), which as at the Service Commencement Date shall be as follows in respect of the Service (and which may be amended by the agreement of the Council and Contractor):

- 13.9.1. Recycling performance (draft pro-forma to be agreed by both parties) against the Contractor's obligation to process materials and report monthly on the percentage of Contract Waste delivered and tonnage of each material stream that has been processed for Recycling, the classification of that material, any subsequent re-processing together with the destination and the end destination of such material;
- 13.9.2. Non-Conforming Material (draft pro-forma to be agreed by both parties) reporting monthly on the percentage of Contract Waste delivered and tonnage of material that has been classed as Non-Conforming Material, any subsequent reprocessing together with the destination and the end destination of such material;
- 13.9.3. details of any changes to offtakers or end destination, giving full details and evidence of documentation and information for Duty of Care obligations;
- 13.9.4. in respect of the Contractor's Premises for the Service only (not wider Contractor activities):
 - 13.9.4.1. near miss, accident and health and safety records and all correspondence/analysis as set out in this Specification and actions taken to prevent recurrence;
 - 13.9.4.2. site incident reports (for example RIDDOR events, fires, prolonged Unavailability or access failure);
 - 13.9.4.3. site closures (both planned and unplanned);
 - 13.9.4.4. rectification of failures of Plant and equipment;
- 13.9.5. report on the Quality Management System (supplying summary of significant reviews to such Quality Management System plus date of current accreditation and expiry date and/or review date);
- 13.9.6. any notices from any Regulatory Body;
- 13.9.7. supply, report, update and comment on social value created and supplied by the Contractor to the Council;
- 13.9.8. proposals for and progress of previously defined continual improvement projects of the Contract; and
- 13.9.9. carbon agenda performance against the Council's carbon plan for the Contractor and its supply chain.

14. Contractor's obligations - quality and environmental management

- 14.1. The Contractor shall ensure that its Contractor's Premises are operated, maintained and monitored in accordance with the requirements of the Contractor's Quality Management System.
- 14.2. The Contractor shall ensure that the impact on the environment of any of its operations under this Contract is adequately and sufficiently assessed, supervised, controlled and monitored in accordance with the Contractor's Environmental Management System (if applicable) and all relevant Laws.
- 14.3. The Contractor shall manage the Contractor's Premises and processes involved in the receipt, handling, treatment and disposal of Contract Waste in a manner that minimises impact to the natural environment, the local area and neighbours including:

- 14.3.1. minimising the environmental impacts of handling, treating and disposing of Contract Waste, Products and Residues, including but not limited to those from light, noise, vermin and other pests, litter, flies, dust, emissions, odour and traffic;
- 14.3.2. meeting all the environmental conditions contained or referred to in the Necessary Consents; and
- 14.3.3. complying with all Laws.

It shall be essential for the Contractor to show that any locations receiving Contract Waste for treatment have the Necessary Consents (relevant Environmental Permit or Waste Management Licence, other licences, planning permissions etc.) and full Duty of Care inspections have taken place for the Contractor and any Sub-Contractors and have been notified in writing in advance to the Authorised Officer. Failure to do so shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards).

- 14.4. The Contractor shall make all necessary reports to the Environment Agency as required by any Necessary Consents and shall copy all correspondence with any Regulatory Body to the Council as soon as reasonably practicable (and subject to section 14.5).
- 14.5. The Contractor shall obtain and comply with the requirements of all Necessary Consents. Any notice, report or letter from a relevant Regulatory Body relating to a failure of a Necessary Consent shall be forwarded by the Contractor to the Authorised Officer within twenty-four (24) hours of receipt by the Contractor.
- 14.6. The Contractor shall keep the Contractor's Premises clean and tidy.
- 14.7. During the operation of the Contract, the Contractor as Contractor's Premises operator shall be directly responsible for compliance with Necessary Consents (including the Environment Permit and/or any other Contractor's Premises licence conditions) and for any licence subsistence fees payable to the Environment Agency, or any other relevant Regulatory Body, in relation to operation of the Contractor's Premises.

15. Unacceptable working practices

- 15.1. Neither the Contractor nor its Staff shall solicit or accept money or any other incentive as a payment other than as authorised by the Contract for the carrying out of the Service. The Contractor shall remove from the Contract any Staff found to be involved in such activities. If the Contractor is to be involved in such activity including condoning the same by silence, inaction or otherwise, the Council may, in addition to any other rights the Council may have, terminate the Contract on the basis of an irremediable material breach.
- 15.2. Notwithstanding section 2.3, section 21 or section 22, the Contractor shall do nothing in the performance of the Contract to impair safe working practices or to give rise to nuisance or damage to private property or inconvenience to any person. The Contractor shall at its own expense and at the direction of the Authorised Officer investigate all complaints and unacceptable methods of working reported to the Authorised Officer, at a timescale agreed with the Authorised Officer at the time and for each occurrence. The Contractor shall report its findings to the Authorised Officer together with details of the action (if any) it proposes to take as a result thereof. The Contractor shall indemnify the Council against any claims which may arise as a result of any such failures to ensure proper and safe performance of the Contract.
- 15.3. The Contractor shall notify the Authorised Officer in writing immediately following any damage or injury arising to the Contractor's Staff, Council staff or the general public out of the execution of the Service at the Contractor's Premises (whether or not during Normal Working Hours).

16. Defaults in performance

- 16.1. In accordance with the Contract, the Contractor shall notify the Council (and if the Contractor does not, the Authorised Officer may notify the Contractor) of all work which has not been satisfactorily carried out or performed in accordance with the Contract and is a Default. Should the Contractor at any time fail to provide and perform any of the Service[in accordance with the terms and conditions of the Contract, then a Rectification Notice and/or a Default Notice for a Default may be served in accordance with clause 8 (Performance and Monitoring) of the Contract. The notification shall explain why the work has been rejected and shall instruct rectification to be carried out. Details of those Defaults and their required Rectification Periods which attract performance points and, where not rectified within the required Rectification Period, Performance Deductions can be found in Schedule 12 (Performance Standards) of the Contract. It should be noted that more than one (1) Rectification Notice and/or Default Notice may be served simultaneously without double counting.
- 16.2. Circumstances which shall result in the issue of a Rectification Notice and/or a Default Notice under section 16.1 are not restricted to a Default for a breach which is listed in Schedule 12 (Performance Standards) of the Contract) (and where such list shall not be viewed by the Council as necessarily exhaustive in describing Defaults): Schedule 12 (Performance Standards) sets out the pre-agreed sole remedy provisions for only those listed Performance Standards and show the remedies and/or sanctions available to the Council in case of breach by the Contractor. Other breaches of the Contract not listed in Schedule 12 (Performance Standards) are not limited to the sole remedy provisions and for those Defaults caused by the Contractor the Council shall be entitled to claim damages under breach of contract.
- 16.3. The Contractor or its Representative shall also attend meetings called by the Authorised Officer as required. The Contractor or its Representative is expected to be able to respond to this type of request within twenty-four (24) hours of it being made.
- 16.4. The Contractor shall note that any agreement with the Authorised Officer regarding delivery and receipt of specified statements, lists, returns, notifications and the like, may be made by electronic mail.
- 16.5. In connection with the carrying out of the Service, the Authorised Officer shall at any time be entitled to inspect the Service and the equipment and materials and things used (or to be used) in the Service and (at any time they so request) the Authorised Officer shall be entitled to interview any member of the Contractor's Staff (including those of his Sub-Contractors, if any) and to inspect all records relevant to the Service and to obtain copies of such records from the Contractor, free of charge.

17. Staff

- 17.1. The Contractor's Manager, the Contractor's Representative responsible for the overall management of the Service, shall be an appropriately technically qualified person who has not, other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding overs (excluding any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order) (including for any of the relevant offences as listed in Appendix 1 (Offences) of this Specification) (unless the Authorised Officer, acting in their absolute discretion, consents to the appointment by the Contractor of such Contractor's representative).
- 17.2. The Contractor shall ensure that sufficient, competent technical supervision is provided for the Primary Delivery Point and other relevant Contractor's Premises throughout the Normal Working Hours to achieve full compliance with the Contract and the Environmental Permit.
- 17.3. The Contractor shall provide to the Authorised Officer a detailed account of any and all changes to senior Contractor staff, their qualifications, training and relevant experience.
- 17.4. The Contractor shall ensure that there is at all times a sufficient number of Staff engaged in the provision of the Service with the necessary level of skill and competence. This includes cover

for periods of holiday, sickness and other absence and during peaks in demand for the Service. The Contractor shall ensure that all Staff receive such training and supervision as is necessary to ensure the proper performance of this Contract and comply with all Laws, health and safety rules, procedures and requirements.

18. Training

18.1. The Contractor shall train and provide refresher training for Staff at the Contractor's Premises engaged in performing the Service throughout the Term. Such training shall include, but is not limited to:

- 18.1.1. traffic management within the Contractor's Premises;
- 18.1.2. emergency procedures necessitated by the deposit of Hazardous Waste on the Contractor's Premises;
- 18.1.3. the types of Contract Waste that can be accepted and an awareness of the Waste Hierarchy;
- 18.1.4. the requirements of the Environmental Permit and any other Necessary Consents for the Contractor's Premises;
- 18.1.5. use and handling of vehicles and Plant at Waste disposal facilities;
- 18.1.6. the use of all equipment to be used by Staff at the Contractor's Premises and any of the Contractor's other employees at the Contractor's Premises;
- 18.1.7. all Laws affecting Contractor's Premises operation including the Health and Safety at Work etc. Act 1974;
- 18.1.8. procedures to be implemented in emergency situations due to any fire or accident;
- 18.1.9. the use of first aid, safety and emergency equipment; and
- 18.1.10. manual handling.

18.2. The Contractor shall ensure that its Staff are trained, competent and appropriately qualified for the tasks they are undertaking and made aware of the safe use of the vehicles and equipment in their charge (including induction training for Council drivers and agents operating Authorised Vehicles on the Council's behalf and for COTC and CPC).

18.3. The Contractor shall maintain and implement systematic programmes for the training of all Staff engaged in performing the Service to promote quality consciousness and appropriate understanding of the objectives of the Quality Management System detailed in sections 13 and 14. The details of such programmes shall be available for inspection by the Authorised Officer whenever he requests. This also applies to all other quality documentation.

19. Health and safety

19.1. The following requirements shall be complied with:

- 19.1.1. prior to the Service Commencement Date, the Contractor shall nominate and notify the Authorised Officer of the person to be responsible for health and safety matters as required by the Health and Safety at Work etc. Act 1974;
- 19.1.2. all Contractor's Staff shall be competent, fully trained and adequately supervised for the duties they are required to perform;

- 19.1.3. the Contractor shall produce a guidance notice for his employees covering all precautions to be taken against the risk of infection from contaminated Waste and materials; and
- 19.1.4. in accordance with the Social Security Administration Act 1992, the Contractor shall retain an accident book into which details of all injuries must be entered. All accidents occurring to any person during the Term shall be entered into the accident book. The accident book shall be available for inspection by the Authorised Officer and any officer of the Health and Safety Executive or the Environment Agency or other relevant Regulatory Body. In addition, the requirements of RIDDOR, as amended from time to time, shall be complied with.
- 19.2. The Contractor shall prepare and use all provisions, chemicals and materials and shall operate all Plant and other items in accordance with the Contract (including in compliance with Laws which shall include COSHH) and the manufacturer's recommendations and instructions. In particular, the Contractor shall keep all such provisions, chemicals and materials under proper control and safekeeping and shall ensure that they are kept in their original containers and are properly, accurately and clearly labelled. The Authorised Officer may inspect all or any of the foregoing.
- 20. Contractor's obligations – health, safety, welfare and training**
- 20.1. The Contractor shall be responsible for all health, safety and welfare aspects of the Service and shall comply with current health and safety regulations, working rules and Laws.
- 20.2. The Contractor shall carry out appropriate health and safety risk assessments and shall adopt safe working practices, so as to ensure the highest standards of safety for all Staff, service users and visitors.
- 20.3. The Contractor shall provide and maintain in good working order all necessary guards, screens, fences and traffic control measures at the Contractor's Premises.
- 20.4. The Contractor shall provide all necessary fire-fighting, first aid, health and safety facilities at the Contractor's Premises provided for the Service.
- 20.5. The Contractor shall be responsible for the suitable and safe use of the equipment used in the provision of the Service and no equipment shall be used which may be unsuitable, unsafe or liable to cause damage.
- 20.6. The Contractor shall be responsible for the provision of suitable work wear, protective and reflective clothing for all Staff and visitors.
- 20.7. The Contractor shall provide all Staff and visitors to the Primary Delivery Point and other relevant Contractor's Premises (including drivers and loaders) with appropriate welfare facilities in accordance with the Workplace (Health, Safety and Welfare) Regulations) Welfare 1992 (SI 1992/3004) including toilet facilities (for all genders) and washing facilities.
- 20.8. The Contractor shall prominently display at the Contractor's Premises a copy of the Site Rules and conditions. Copies shall be made available to all Staff and those undertaking statutory or Council functions in relation to the performance of the Service. Any amendments to Site Rules must be notified to the Authorised Officer prior to implementation.
- 20.9. The Contractor shall maintain health and safety training records for its Staff to demonstrate training, understanding and compliance for all the Service. All Staff are to be certified for all activities they undertake. Retraining and new certificates shall be obtained where Staff are required to operate new vehicles, equipment or Plant or where the model has changed. The title, itinerary and actual training covered, shall be recorded by the Contractor on the individual Staff member's training record. These records shall be open for inspection by the Council within twenty-four (24) hours of a written request.

- 20.10. The Contractor shall produce a health and safety report for submission to each regular review meeting detailing accidents and dangerous occurrences reportable under RIDDOR. Any such reportable accident or accident involving a member of the public must be reported to the Council within one (1) hour of any accident occurring. The health and safety report shall include all other details of health and safety issues.
- 20.11. The Contractor shall ensure that it has a written policy on alcohol and drug misuse. The Contractor's Staff should not consume alcohol, illegal substances, stimulants or depressants of any kind during Normal Working Hours or carry alcohol, illegal substances, stimulants or depressants in their vehicles or the vehicles of any Sub-Contractor it appoints under the Contract. Nor shall persons who are suspected of being under the influence of alcohol, illegal substances, stimulants or depressants be allowed to enter or remain on the Contractor's Premises.

21. Fire

- 21.1. No Waste shall be burnt at the Contractor's Premises. The Contractor shall immediately notify the Authorised Officer, the Environment Agency and any other relevant Regulatory Body of all outbreaks of fire.
- 21.2. The Staff at Contractor's Premises and other Contractor's employees shall, at the Contractor's cost, be instructed in firefighting and evacuation procedures. The Contractor shall, in this regard and at its expense, comply with the requirements of the fire service and Environment Agency and any other relevant Regulatory Body including as to the management of fire water. The Contractor shall, at his cost, provide all of the equipment necessary to ensure compliance with this section 21.2. The Contractor shall fully comply with the requirements of the fire service and the Environment Agency and any other relevant Regulatory Body with regard to fire precautions at the Contractor's Premises and shall, in particular, store all materials and equipment as directed by these or any other Regulatory Bodies and in accordance with the Law (which shall include fire equipment checks by an authorised body). This information shall be passed to the Authorised Officer following each inspection.
- 21.3. Access to the Contractor's Premises for fire service and other emergency service vehicles shall be provided and maintained at all times.
- 21.4. All Contractor's Premises shall require a signed muster point. This information shall be clearly displayed on the Contractor's Premises.
- 21.5. The Contractor should have a no smoking policy in place.

22. Social value

- 22.1. To the extent contained in Part 8 (Social Value Response) of the Contractor's Tender, on an annual basis the Council requires the Contractor to propose social value initiatives such as work experience, provision of resources to third sector organisations, local environmental projects, volunteer hours and corporate social responsibility commitment together with securing corporate social responsibility fund monies.
- 22.2. The Contractor shall comply with and implement all of the social value requirements set out in this Specification and/or submitted as social value commitments by the Contractor which apply to this Contract as part of the Contractor's Tender.
- 22.3. Failure by the Contractor to meet or exceed its social value commitments (as monitored by the Council) shall be addressed as a Default of Performance Standards in accordance with Schedule 12 (Performance Standards) and shall be classed as the Council's sole financial remedy.
- 22.4. Notwithstanding section 22.3, upon a failure by the Contractor to comply with the social value obligations agreed (or varied) with the Council, the Council may agree alternative social value

obligations of equivalent value (such variation to be concluded in accordance with clause 3 (Variations to the Service) and Schedule 11 (Variation Procedure) of the Contract).

- 22.5. The Council is not contractually obliged to take any action pursuant to section 22.4 and such a remedy is entirely at the discretion of the Council.
- 22.6. A failure of the Contractor to comply with any material provisions of this section 22 (including any payments required to be made to any third party monitoring compliance of the social value obligations) shall entitle the Council to terminate the Contract immediately for an irremediable Contractor Default (which is classified as being other than a Rectifiable Contractor Default).
- 22.7. Throughout the Term, the Contractor shall supply to the Council such information relating to delivery of the Contractor's social value commitments as is set out in this section 22 at the times and frequencies set out therein.

Appendix 1

Offences

Offences under the following:

- Environment Act 1995
- Environment Act 2021
- Section 2 of the Goods Vehicles (Licensing of Operators) Act 1995
- Sections 91, 92(6), 93(3) and 93(3A) of the Control of Pollution Act 1974
- Section 2 of the Refuse Disposal (Amenity) Act 1978
- The Special Waste Regulations 1996 (SI 1996/972)
- Section 9(1) of the Food and Environment Protection Act 1985
- The Transfrontier Shipment of Waste Regulations 2007 (SI 2007/1711)
- The Merchant Shipping (Prevention of Pollution by Sewage and Garbage from Ships) Regulations 2008 (SI 2008/3257)
- Section 1, 5, 6(9) and 7(3) of the Control of Pollution (Amendment) Act 1989
- Section 175(1) of the Water Act 1989
- Sections 23(1), 33(1), 33A to 33C, 34(6), 34A, 34B, 34C, 44, 47(6), 57(5), 59(5), 63(2), 71(3) and 80(4) of the EPA.