

SCHEDULE 32

Waste Acceptance Protocol

This is Schedule 32 comprising the Waste Acceptance Protocol referred to in the Project Agreement
for the provision of waste services to Cumbria

CUMBRIA COUNTY COUNCIL

and

SHANKS CUMBRIA LIMITED

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SCHEDULE 32 - WASTE ACCEPTANCE PROTOCOL

Part 1 – Resource Parks

1. DEFINITIONS

1.1 In this Schedule 32 unless the context otherwise requires the following terms have the meanings given to them below:

“ISMS”	means the integrated service management system as set out in the SDP;
“Site Rules”	means the rules set out in the SDP;
“Tipping Away Procedure”	means the procedure for unplanned closures as set out in the SDP;
“Unavailable”	has the meaning given to it in Part 1 of Schedule 5 (Payment Mechanism) and Unavailability shall be construed accordingly.

1.2 In this Part 1 of Schedule 32 unless the context otherwise requires the following terms have the meanings given to them below:

“Authorised Vehicle”	means, for the purposes of this Schedule only, vehicles which are authorised to unload at the Resource Park pursuant to the provisions of paragraph 3;
“Authorised Vehicle Acceptance Procedure”	means the procedure for the acceptance of Waste as referred to in the SDP;
“Authorised Vehicle List”	means the list referred to in the SDP;
“Authority Performance Manager”	means the person notified to the Contractor by the Authority who is responsible for undertaking the role and function of performance manager;
“ITS Supervisor”	means the person notified by the Contractor to the Authority who is responsible for undertaking the role and function of ITS Supervisor as specified within the SDP;
“Load”	means the contents of any vehicle which is intended to be deposited at the Resource Park;
“Quarantine Area”	means the areas identified by the Contractor at the Resource Parks for the isolation of Loads and vehicles that cannot immediately be accepted following arrival.

2. APPLICATION

2.1 The provisions of this Part A of Schedule 32 shall apply to deliveries of Contract Waste made to either the Northern Resource Park or the Southern Resource Park, including without limitation direct deliveries by Authority Related Parties. For the avoidance of doubt this Part A of Schedule 32 does not apply to deliveries of Third Party Waste.

- 2.2 The Authority shall use all reasonable endeavours to procure compliance by Authority Related Parties with the terms of this Schedule 32.
- 2.3 When attending the Resource Park, Authority Related Parties shall comply with:-
 - 2.3.1 the Site Rules; and
 - 2.3.2 the directions and instructions of the weighbridge operator and ITS Supervisor, subject to the Contractor accepting responsibility for actions carried out by an Authority Related Party at the direction of the weighbridge operator, ITS Supervisor and the Contractor or its sub-contractor(s).
- 2.4 An Authority Related Party shall not knowingly attempt to deliver Waste to the Resource Park which the Contractor is not licensed or able to accept under the terms of the relevant Necessary Consents unless the existence of such Waste is notified to the Contractor upon arrival at the Resource Park. If a delivering party is unsure whether the Contractor is licensed to take the Load, it shall seek clarification from the Contractor prior to delivery or at the weighbridge.

3. **AUTHORISED VEHICLES**

- 3.1 The Contractor shall only allow Loads from Authorised Vehicles to be deposited at the Resource Park in accordance with the Authorised Vehicle Acceptance Procedure only. Any member of the general public wishing to deposit Waste at either Resource Park will be directed to their nearest HWRC.
- 3.2 The Authority shall comply with the Authorised Vehicle Acceptance Procedure.
- 3.3 If and to the extent that a vehicle is to become, or cease to be, an Authorised Vehicle, the Authority shall, save to the extent already pre-notified to the Contractor pursuant to the Authorised Vehicle Acceptance Procedure, re-issue the Authorised Vehicle List (marked to show changes from the previous Authorised Vehicle list and with a new effective date) no later than 7.30am on the day on which the change is to take effect. If this is not possible, for example where a replacement vehicle is used due to the unforeseen outage of an Authorised Vehicle, the Authority shall, as soon as reasonably practicable upon becoming aware of the change, notify the Contractor's Representative in writing (which for these purposes shall include email) and the Resource Park by telephone and email of the change, and then re-issue the Authorised Vehicle List.
- 3.4 The notification of an Authorised Vehicle shall include the vehicle type, the registration number, the operator and the WCA on whose behalf the vehicle is collecting.

4. **ACCEPTANCE OF AUTHORISED VEHICLES**

- 4.1 When a vehicle arrives on site carrying Waste during the applicable Opening Hours it will be directed by site signage to the weighbridge.
- 4.2 The weighbridge operator shall, upon presentation at the weighbridge of a vehicle wishing to deposit Waste during the relevant Opening Hours:
 - 4.2.1 enter the vehicle registration number into the ISMS, which will identify whether the vehicle is on the Authorised Vehicle List; and
 - 4.2.2 seek oral confirmation from the driver that the vehicle is carrying Contract Waste.

- 4.3 If the vehicle is an Authorised Vehicle confirmed by the driver to be carrying Contract Waste the weighbridge operator will:
- 4.3.1 check that the vehicle does not contain smouldering loads or would put the Contactor in breach of Health & Safety Law or the relevant Necessary Consents;
 - 4.3.2 check that the vehicle does not pose a litter hazard;
 - 4.3.3 enquire as to the type of Contract Waste being carried and then check associated paperwork, if any, where required. Where possible the weighbridge operator will visually check that the vehicle is not carrying any Waste which the Resource Park is not permitted to accept in accordance with Necessary Consents; and
 - 4.3.4 record the number of operatives in the vehicle.
- 4.4 If the weighbridge operator is satisfied that the vehicle is approved to proceed, the gross weight (via the calibrated weighbridge), waste type, vehicle registration number, and time will be recorded by the weighbridge operator in the ISMS. The vehicle will then be directed to a tipping area or an area on Site to unload the Waste.
- 4.5 Once the Load has been discharged the vehicle will report back to the weighbridge.
- 4.6 The weighbridge operator will not weigh a vehicle out of the site until the driver and any operatives who accompanied the driver over the weighbridge on the vehicle's entry into the Resource Park are on board. In the event that a vehicle is delayed because the correct number of operatives are not on board the weighbridge operator will record the incident and report it to the ITS Supervisor and the turnaround time for this vehicle will not apply.
- 4.7 The weighbridge operator shall use the ISMS to record the time and tare weight, and to assign a unique reference number to the transaction. The driver and weighbridge operator will sign for the load via the electronic note pad and the driver will be issued with a weighbridge ticket. Prior to leaving the Resource Park, the weighbridge operator will inspect the vehicle to see if it poses a litter hazard. If it does not pose a litter hazard, the vehicle will exit the site. If the vehicle poses a litter hazard, the provisions of paragraph 8 below shall apply.
- 4.8 If the vehicle is not on the Authorised Vehicle List, but the driver confirms that it is carrying Contract Waste, the provisions of paragraph 6.4 shall apply.
- 4.9 If the vehicle is on the Authorised Vehicle List but the weighbridge operator is of the view that the vehicle is not carrying Contract Waste then the provisions of paragraph 6.3 shall apply.

5. **SMOULDERING LOADS**

- 5.1 In the event of a smouldering load being identified, the Smouldering Load Procedure shall be implemented as detailed in the SDP.
- 5.2 Compliance with the Litter Code of Practice will be suspended in relation to the litter caused by the vehicle carrying the smouldering load. After the smouldering load has been extinguished, any litter associated with the load will be cleared from the Quarantine Area and the application of the Litter Code of Practice will resume.

- 5.3 The ITS Supervisor will record any smouldering load incident in the site diary, report the incident to the Environment Agency (when legally obliged to do so under the Necessary Consents) and include the incident in the Monthly Monitoring Report.
- 5.4 Turnaround times shall not apply to any Authorised Vehicle which is delayed as a consequence of the delivery of a smouldering load at a Resource Park.

6. **UNAUTHORISED VEHICLES**

6.1 **Unauthorised Vehicles Carrying Waste other than Contract Waste**

If the vehicle is neither on the Authorised Vehicle List nor stated by the driver to be carrying Contract Waste, the Contractor shall not weigh the vehicle and shall require it to exit the Resource Park. The occurrence will be recorded in the site diary.

6.2 **Authorised Vehicles Carrying unlicensed Waste**

6.2.1 If a vehicle presenting itself at the weighbridge and upon its entry of the Resource Park is on the Authorised Vehicle List and in the weighbridge operator's reasonable opinion the vehicle is carrying Waste which the Contractor is not licensed or able to accept at the Resource Park under the terms of the relevant Necessary Consents or as set out in the SDP, the following procedure will apply:

- (a) the weighbridge operator will direct the driver of the vehicle to exit the Resource Park and direct the driver to an alternative disposal point in accordance with the Contractor's Disposal Plan;
- (b) the weighbridge operator will record the incident in the site diary providing sufficient detail in order to demonstrate to the Authority's reasonable satisfaction why the load could not be accepted at the Resource Park;
- (c) no Deductions shall apply in relation to the incident.

6.2.2 If an Authorised Vehicle discharges its Load in the Resource Park and the Load contains Waste which the Contractor is not licensed or able to accept at the Resource Park under the terms of the relevant Necessary Consents or as set out in the SDP, the following procedure will apply:

- (a) the Contractor will use all reasonable endeavours to remove the said unacceptable Waste without closing the Site if in the opinion of the ITS Operator it is safe to do so;
- (b) in the event that the Site is closed for a period of less than 15 Working Days, the Contractor will be granted an Excusing Cause in relation to Performance Deductions and Additional Mileage Deductions accruing at that Site until such time as the Site can be re-opened. In the event that the Site is closed for a period of greater than 15 Working Days, the Contractor shall be granted an Excusing Cause until such time as the Site can be reopened. The Contractor shall use all reasonable endeavours to re-open the Site as soon as possible following its closure;
- (c) the Business Continuity Plan as set out in the SDP will apply; and

- (d) the weighbridge operator will inform the Authority of the incident and record the incident in the site diary providing sufficient detail of the incident and the actions taken to deal with the incident in accordance with paragraph 6.2.2.

6.3 Authorised Vehicles Carrying Waste other than Contract Waste

- 6.3.1 If a vehicle presenting itself at the weighbridge and upon its entry of the Resource Park is on the Authorised Vehicle List and the weighbridge operator acting reasonably is of the view that the vehicle is not carrying Contract Waste, the weighbridge operator will contact the ITS Supervisor who will decide, acting reasonably, if the vehicle should be directed to the Quarantine Area. If the vehicle is to be directed to the Quarantine Area it will not be weighed.
- 6.3.2 If the Authorised Vehicle is directed to the Quarantine Area, the ITS Supervisor will then seek authorisation from the Authority's Representative to either accept or reject the Load. The ITS Supervisor shall be required to provide sufficient information to the Authority's Representative to substantiate his view that the relevant vehicle is not carrying Contract Waste. The Authority's Representative will provide, by e-mail, written direction of whether or not the Contractor should accept the Waste at the Resource Park. Until such direction is received the Authorised Vehicle in question will be held in the Quarantine Area.
- 6.3.3 In the event that the Authority's Representative instructs the Contractor to permit the vehicle to discharge its Load, the vehicle will be directed to exit the Resource Park and rejoin the queue to be weighed as an Authorised Vehicle in accordance with paragraph 4. The incident will be recorded in the site diary and in the event that the Site is closed subsequently as a direct result of the said Load being accepted and discharged, the Contractor shall be granted a Compensation Event until such time as the Site can be re-opened. The Contractor shall use all reasonable endeavours to re-open the Site as soon as possible following such closure.
- 6.3.4 In the event that the Authority's Representative instructs the Contractor that the vehicle should not be permitted to discharge its Load at the Resource Park, the weighbridge operator shall:
 - (a) direct the driver of the vehicle to exit the Resource Park and inform the driver not to attempt to re-enter the Resource Park; and
 - (b) record the incident in the site diary;and no Deductions shall apply in relation to the incident.

6.4 Unauthorised Vehicles Carrying Contract Waste

- 6.4.1 If the vehicle is not on the Authorised Vehicle List, but the driver confirms that it is carrying Contract Waste, the Contractor shall direct the vehicle to the Quarantine Area pending clarification of its status with the Authority's Representative.
- 6.4.2 The weighbridge operator will contact the ITS Supervisor who will then seek authorisation from the Authority. This occurrence will be recorded in the site diary.

- 6.4.3 The Authority will provide, by e-mail, written confirmation of whether the vehicle is or is not to be treated as an Authorised Vehicle.
- (a) In the event that the Authority instructs that the vehicle is an Authorised Vehicle, the weighbridge operator will add the vehicle details to the ISMS, and the vehicle will be directed to exit the Resource Park and rejoin the queue to be weighed as an Authorised Vehicle.
 - (b) In the event that the Authority instructs that the vehicle is not to be treated as an Authorised Vehicle, the weighbridge operator shall:
 - (i) direct the driver of the vehicle to exit the Resource Park and inform the driver not to attempt to re-enter the Resource Park; and
 - (ii) record the incident in the site diary.

7. SITE CLOSURES

- 7.1 If a Resource Park is Unavailable the ITS Supervisor must inform the Authority's Representative of the reason for the Unavailability and agree with the Authority's Representative (both parties acting reasonably) whether:-
- 7.1.1 the Tipping Away Procedure should be implemented immediately; or
 - 7.1.2 a timescale when the Tipping Away Procedure will apply should the Site not reopen.
- 7.2 In the event that the Parties are unable to agree a timescale for the commencement of the Tipping Away Procedure, or there is more than one event of Unavailability at the same Resource Park during a Working Day then the Tipping Away Procedure shall commence immediately, or at a subsequent time to be specified at the Authority's sole discretion. The full details of each event of Unavailability at a Site are to be entered into the site diary and shall specify the reason for the Unavailability.

8. LITTER HAZARDS

- 8.1 The weighbridge operator shall inform drivers of Authorised Vehicles seeking entry to or exit from the Resource Park if they are depositing, or in are danger of depositing, any litter onto the Site and direct them to the nearest available Quarantine Area in order to secure their Load before moving to the unloading point or exiting the Site.
- 8.2 If the driver agrees to comply with the weighbridge operator's direction, the Authorised Vehicle shall be directed to the Quarantine Area where the driver and vehicle crew of the Authorised Vehicle will (subject to health and safety and Site Rules) be afforded the opportunity to make the vehicle secure before rejoining the entry or exit queue (as appropriate).
- 8.3 If the driver refuses to comply with the weighbridge operator's direction:
- 8.3.1 if the Authorised Vehicle is seeking entry to the Resource Park the weighbridge operator shall not weigh in the Authorised Vehicle and require the Authorised Vehicle to leave the Resource Park;

8.3.2 if the Authorised Vehicle has not yet been weighed in (whether due to a prior direction to the Quarantine Area or otherwise), the weighbridge operator shall not weigh in the Authorised Vehicle; and

8.3.3 if the Authorised Vehicle has already been weighed in and is seeking to exit the Resource Park, the weighbridge operator shall weigh out the relevant Authorised Vehicle,

and inform the Authority of the refusal. Thereafter, the weighbridge operator shall record the alleged breach of Site Rules (or a failure to comply with the weighbridge operator's instructions) in accordance with the procedure contained in the SDP.

8.4 All litter hazard events shall be recorded in the site diary.

9. **DELIVERY VEHICLE BREAKDOWN**

9.1 If an Authorised Vehicle breaks down on Site a delay notice will be completed explaining the reasons for the delay and a turnaround deduction will not apply. If an Authorised Vehicle breaks down after it has been weighed in but before it ejects the Load, the weighbridge ticket will be cancelled and details of the breakdown added to the weighbridge ticket.

9.2 If an Authorised Vehicle breaks down after the Authorised Vehicle's Load has been ejected an average tare weight will be recorded with the agreement of the Authority save for where the repaired Authorised Vehicle is able to weight out in which case it will do so.

SCHEDULE 32 - WASTE ACCEPTANCE PROTOCOL

Part 2 – HWRCs

1. DEFINITIONS

In this Part 2 of Schedule 23 unless the context otherwise requires the following terms have the meanings given to them below:

“Complaints Management System”	means the system to be instituted pursuant to the provisions of the Service Delivery Plan;
“HWRC Permit Scheme”	means the current Authority permitting system set out in Annex 1 to Schedule 1 (Output Specification) in order to control access to and use of the HWRCs;
“HWRC Supervisor”	means the operative in operational charge of the HWRC at the relevant time.

2. APPLICATION

- 2.1 The provisions of this Part 2 of Schedule 32 shall apply to deliveries of Waste made by members of the public or persons authorised under the HWRC Permit Scheme to any HWRC.
- 2.2 The Authority shall use all reasonable endeavours to procure compliance by Authority Related Parties with the terms of this Part 2 of Schedule 32.
- 2.3 When attending any HWRC, Authority Related Parties shall comply with:-
- 2.3.1 all applicable legal requirements (including, without limitation, health and safety);
 - 2.3.2 the Site Rules;
 - 2.3.3 the directions of the HWRC Supervisor save that any such direction shall not hinder or prevent the Authority undertaking its own assessment and monitoring at an HWRC in accordance with the provisions of paragraph 1.10 of Part 2 of Schedule 1;
- 2.4 The Authority shall use reasonable endeavours to ensure that Authority Related Parties shall not disrupt the operation of the HWRCs or cause any damage or injury to the HWRC or its occupants whilst on Site.

3. RECEPTION OF CONTRACT WASTE

The Contractor shall accept Contract Waste in accordance with the terms of Schedule 1 (Output Specification), Necessary Consents and the SDP.

4. SITE CLOSURES

4.1

- 4.1.1 If a Site is closed due to the delivery of Contract Waste which results in a breach of Health & Safety Law or the relevant Necessary Consents by the Contractor, a member of staff will be posted on the gate to inform members of

the public the reason for the closure and the approximate time of re-opening;
and

4.1.2 the relevant provisions of Part 2 of Schedule 1 (Performance Measurement Framework) shall not apply in relation to the closed Site.

4.1.3 the Contractor shall use all reasonable endeavours to re-open the closed Site as soon as possible following its closure.

4.2 Any instance of Site closure during Opening Hours shall be recorded in the site diary.

5. **HWRC PERMIT SCHEME**

If a vehicle, vehicle towing a trailer or pedestrian arrives on Site to which, in the reasonable opinion of the HWRC operative the HWRC Permit Scheme applies, then the provisions of the HWRC Permit Scheme shall be applied and any instance of rejection of Waste pursuant to the application of the HWRC Permit Scheme shall be recorded in the site diary.

6. **UNACCEPTABLE WASTE**

6.1 In circumstances where a vehicle or pedestrian arrives at an HWRC carrying Waste which the Site is unable to accept in accordance with the relevant Necessary Consents the vehicle or pedestrian will be directed to the nearest appropriate HWRC or alternative facility at which this material can be accepted; and/or

6.2 if the Waste is deemed by the HWRC Supervisor acting reasonably, to give rise to a breach of Health and Safety Law if accepted, but can be accepted under the terms of the relevant Necessary Consent the Contractor will at its sole discretion either:-

(a) direct the vehicle or pedestrian to leave the HWRC and provide advice on the appropriate action that should be taken by the person in order to allow the Waste to be accepted at the HWRC; or

(b) take such steps as are necessary in accordance with Good Industry Practice in order to control and manage the Waste so as to minimise the level of risk caused;

and no Deductions shall apply in relation to the incident.

6.3 Any instance of rejection of Waste pursuant to the application of this clause 6 shall be recorded in the site diary.

6.4 No Waste other than Contract Waste (e) will be accepted from members of the public at any HWRC.

6.5 Any Waste other than Contract Waste (e) arriving at an HWRC from members of the public will not be accepted and will be turned away unless the provisions of the HWRC Permit Scheme apply.

7. **DISPUTED LOADS**

7.1 The Contractor shall have the final decision on whether or not to accept the deposit of any Waste, and any such Waste shall be treated as Contract Waste.

- 7.2 If any person attempting to deliver Waste is dissatisfied with the Contractor's decision they shall be invited to make a complaint through the Complaints Management Procedure.

SCHEDULE 32 - WASTE ACCEPTANCE PROTOCOL

Part 3 – Landfill Sites

1. DEFINITIONS

1.1 In this Part 3 of Schedule 32 unless the context otherwise requires the following terms have the meanings given to them below:

“Authorised Vehicle”	means, for the purposes of this Schedule only, vehicles which are authorised to unload at the Landfill Sites pursuant to the provisions of paragraph 3;
“Authorised Vehicle Acceptance Procedure”	means the procedure for the acceptance of Waste as referred to in the SDP;
“Authorised Vehicle List”	means the list referred to in the SDP;
“Authority Performance Manager”	means the person notified to the Contractor by the Authority who is responsible for undertaking the role and function of performance manager;
“ISMS”	means the integrated service management system as set out in the SDP;
“Landfill Supervisor”	means the person notified by the Contractor to the Authority who is responsible for undertaking the role and function of Landfill Supervisor as specified in the SDP; and
“Load”	means the contents of any vehicle which is intended to be deposited at the Landfill Sites;
“Quarantine Area”	means the areas identified by the Contractor at the Landfill Site which are set aside for the isolation of Loads that cannot immediately be accepted following arrival;
“Site Rules”	means the rules set out in the SDP;
“Specific Waste Items”	has the meaning given to it in schedule 5 (Payment Mechanism);
“Tipping Away Procedure”	means the tipping away procedure set out in the SDP.

2. APPLICATION

2.1 The provisions of this Schedule 32 Part 3 shall apply to deliveries of Contract Waste made to the Landfill Sites, including without limitation direct deliveries by Authority Related Parties, from the Commencement Date and shall cease to apply on the First Landfill Market Testing Review Date.

2.2 The Authority shall use all reasonable endeavours to procure compliance by Authority Related Parties with the terms of this Schedule 32 Part 3.

- 2.3 When attending the Landfill Sites, Authority Related Parties shall comply with:
- 2.3.1 the Site Rules; and
 - 2.3.2 the directions and instructions of the weighbridge operator and Landfill Supervisor, subject to the Contractor accepting responsibility for actions carried out by an Authority Related Party at the direction of the weighbridge operator, Landfill Supervisor and the Contractor or its sub-contractor(s).
- 2.4 An Authority Related Party shall not knowingly attempt to deliver Waste to the Landfill Sites which the Contractor is not permitted or able to accept under the terms of the relevant Necessary Consents or as set out in the SDP. If a delivering party is unsure whether the Contractor is permitted to take the Load under the terms of its Necessary Consents, it shall seek clarification from the Contractor prior to delivery or at the weighbridge.

3. **AUTHORISED VEHICLES**

- 3.1 The Contractor shall only allow Loads from Authorised Vehicles to be deposited at the Landfill Site in accordance with the Authorised Vehicle Acceptance Procedure set out in the SDP.
- 3.2 The Authority and Authority Related Parties shall comply with the Authorised Vehicle Acceptance Procedure.
- 3.3 If and to the extent that a vehicle is to become, or cease to be, an Authorised Vehicle, the Authority shall, save to the extent already pre-notified to the Contractor pursuant to the Authorised Vehicle Acceptance Procedure, re-issue the Authorised Vehicle List (marked to show changes from the previous Authorised Vehicle List and with a new effective date) no later than 7:30 am on the day on which the change is to take effect. If this is not possible, for example where a replacement vehicle is used due to the unforeseen outage of an Authorised Vehicle, the Authority shall, as soon as reasonably practicable upon becoming aware of the change, notify Contractor's Representative in writing (which for these purposes shall include e-mail) and the Landfill Site by telephone and email of the change, and then re-issue the Authorised Vehicle List.
- 3.4 The notification of an Authorised Vehicle shall include the vehicle type, the registration number, the operator, the WCA on whose behalf the vehicle is collecting and if appropriate the name of the registered charity.

4. **ACCEPTANCE OF AUTHORISED VEHICLES**

- 4.1 When a vehicle arrives on site carrying Waste during the applicable Opening Hours it will be directed by site signage to the weighbridge.
- 4.2 The weighbridge operator shall, upon presentation at the weighbridge of a vehicle wishing to deposit Waste during the relevant Opening Hours:
- 4.2.1 enter the vehicle registration number into the ISMS, and identify whether the vehicle is on the Authorised Vehicle List; and
 - 4.2.2 seek oral confirmation from the driver that the vehicle is carrying Contract Waste.

- 4.3 If the vehicle is an Authorised Vehicle confirmed by the driver to be carrying Contract Waste both the weighbridge operator and the driver will:
- 4.3.1 check that the vehicle does not contain smouldering loads or is a health and safety risk which would put the Contractor in breach of Health & Safety Law or the relevant Necessary Consents;
 - 4.3.2 check that the vehicle does not pose a litter hazard;
 - 4.3.3 enquire as to the type of Contract Waste being carried and then check associated paperwork, if any, where required. Where possible the weighbridge operator will visually check that the vehicle is not carrying any Waste which the Landfill Site is not permitted to accept in accordance with Necessary Consents;
 - 4.3.4 ensure that the driver provides all information required under the Duty of Care Obligations as set out in Section 34 of the Environmental Protection Act and associated regulations; and
 - 4.3.5 record the number of operatives in the vehicle when the weight is taken and instruct all operatives to remain within the vehicle, excluding the driver whilst ejecting the load, or crews depositing Specific Waste Items, until the full weighing process is complete.
- 4.4 If the weighbridge operator is satisfied that the vehicle is approved to proceed, the gross weight (via the calibrated weighbridge), waste type, vehicle registration number, and time will be recorded by the weighbridge operator in the ISMS. The WCA district the waste was collected from will also be recorded. The vehicle will then be directed to a tipping area or an area on Site to unload the Waste.
- 4.5 If the Contractor decides that vehicles discharging Waste require a banksman Contractor will provide at its own expense.
- 4.6 Once the Load has been discharged the vehicle will report back to the weighbridge.
- 4.7 Where loads contain Specific Waste Items to be charged per unit, the weighbridge operator will record the number of units.
- 4.8 Where loads contain Specific Waste Items charged per tonne the weighbridge operator will record the number of tonnes.
- 4.9 Where the load contains a mix of Specific Waste Items charged on a tonnage and a unit price basis the unit priced Specific Waste Items will be accepted first. The vehicle will then be unloaded and return to the weighbridge (at the back of the queue) where the tonnage charged Specific Waste Items will be accepted and unloaded next. Each individual Specific Waste Item stream priced per tonne will be weighed and recorded in such a way to ensure the actual weights of each Specific Waste Item stream is recorded. Turnaround times will apply to each separate waste stream that need to be separately weighed or counted, in and out times will be recorded each time the vehicle goes over the weighbridge.
- 4.10 If the load contains a mix of Specific Waste Items along with other waste destined for transfer, each element must be recorded and/or weighed as appropriate to ensure that an accurate record is made of each individual waste stream. Turnaround times will apply to each separate waste stream that need to be separately weighed or counted, in and out times will be recorded each time the vehicle goes over the weighbridge.

- 4.11 For Specific Waste Items that require to be off-loaded by hand rather than automatic discharge the Authorised Vehicle will be directed to an appropriate off-loading transfer area and the crew members will off-load the waste into the transfer bay in accordance with the Site Rules.
- 4.12 Unloaded Waste must be stored in such a manner to ensure it does not pose an unacceptable health and safety risk. If there are less than two (2) operatives in the Authorised Vehicle, the Contractor will assist in unloading the waste and turnaround times will not apply to such deliveries.
- 4.13 If the Authorised Vehicle is carrying Contract Waste that cannot be landfilled, but can be accepted for storage and off site disposal, the vehicle will be directed to the appropriate off-loading area. If the vehicle is carrying Waste that cannot be accepted at the Site due to a condition of the Necessary Consents at the Site or as set out in the SDP then:
- 4.13.1 the weighbridge operator will direct the driver to an alternative disposal point in accordance with the SDP;
- 4.13.2 the weighbridge operator will record the incident in the site diary providing sufficient detail in order to demonstrate to the Authority's reasonable satisfaction why the Load could not be accepted at the Landfill Site; and
- 4.13.3 no Deductions shall apply in relation to the incident.
- 4.14 The weighbridge operator will not weigh a vehicle out of the site until the driver and any operatives who accompanied the driver over the weighbridge on the vehicle's entry into the Landfill Site are on board. In the event that a vehicle is delayed because the correct number of operatives are not on board the weighbridge operator will record the incident and report it to the Landfill Supervisor and the turnaround time for this vehicle will not apply.
- 4.15 The weighbridge operator shall use the ISMS to record the time and tare weight, and to assign a unique reference number to the transaction. The driver and weighbridge operator will sign the weighbridge ticket and the driver will be issued with a weighbridge ticket. Prior to leaving the Landfill Site, the driver and the weighbridge operator will inspect the vehicle to see if it poses a litter hazard. If it does not pose a litter hazard, the vehicle will exit the Site. Where the vehicle does pose a litter hazard, the provisions of paragraph 8 below shall apply.
- 4.16 If the vehicle is not on the Authorised Vehicle List, but the driver confirms that it is carrying Contract Waste, the provisions of paragraph 6.4 shall apply.
- 4.17 If the vehicle is on the Authorised Vehicle List but the weighbridge operator is of the opinion that the vehicle is not carrying Contract Waste then the provisions of paragraph 6.3 shall apply.

5. **WASTE GOING INTO THE TRANSFER NET**

- 5.1 During inclement weather or due to temporary operational equipment failures the Contract Waste destined for Landfill may be redirected to a transfer/holding net. If this is a temporary arrangement Contractor will notify the Authority, prior to commencing operations with the transfer net, each Working Day, with an estimate of the likely time this arrangement will be in place. If the arrangement is likely to require to remain in operation for more than one (1) Working Day, the Contractor will seek authorisation from

the Authority such authorisation not to be unreasonably withheld or delayed. For all other uses of the net the Authority shall refer to the Agreement.

5.2 During the unloading and pushing up of Waste within the net the loading shovel operator will be vigilant and identify the following:

5.2.1 smouldering Waste;

5.2.2 Waste which the Contractor is not permitted to accept under the terms of the relevant Necessary Consent; and

5.2.3 Specific Waste Items

and if such items are identified they will be dealt with in accordance with this document.

6. **SMOULDERING LOADS**

6.1 In the event of a smouldering load being identified, the Smouldering Load Procedure shall be implemented as detailed in the SDP.

6.2 The Landfill Supervisor will record any smouldering load incident in the site diary, report the incident to the Environment Agency (when legally obliged to do so under the Necessary Consents) and include the incident in the Monthly Monitoring Report.

6.3 Turnaround times shall not apply to any Authorised Vehicle which is delayed as a consequence of the delivery of a smouldering load at a Landfill Site.

7. **UNAUTHORISED VEHICLES**

7.1 **Unauthorised Vehicles Carrying Waste other than Contract Waste**

If the vehicle is neither on the Authorised Vehicle List nor stated by the driver to be carrying Contract Waste, the Contractor shall deal with the load as non-Contract Waste. For the avoidance of doubt the load will not be booked in under this Agreement.

7.2 **Authorised Vehicles Carrying unlicensed Waste**

7.2.1 If a vehicle presenting itself at the weighbridge upon its entry to the Landfill Site is on the Authorised Vehicle List and in the weighbridge operator's reasonable opinion the vehicle is carrying Waste which the Contractor is not permitted or able to accept at the Landfill Site under the terms of the relevant Necessary Consents or as set out in the SDP the following procedure will apply:

(a) the weighbridge operator will direct the driver of the vehicle to a quarantine holding area and contact the landfill manager and the Authority. The Contractor will then decide on the final disposal point and the means of transportation;

(b) the weighbridge operator will provide full details of the incident in the site diary providing sufficient detail in order to demonstrate to the Authority's reasonable satisfaction why the load could not be accepted at the Landfill Site; and

(c) no Deductions shall apply in relation to the incident.

- 7.2.2 If an Authorised Vehicle discharges its Load in the Landfill Site and the Load contains Waste which the Contractor is not permitted or able to accept at the Landfill Site under the terms of the relevant Necessary Consents or as set out in the SDP, the following procedure will apply:
- (a) the Contractor will use all reasonable endeavours to remove the said unacceptable Waste and store in an appropriate waste container without closing the Site if in the reasonable opinion of the Contractor it is safe to do so and arrange for the transfer of such Waste to an appropriate disposal facility.
 - (b) In the event that the Site is closed, the Contractor will be granted an Excusing Cause in relation to Performance Deductions and Additional Mileage Deductions accruing at that Site until such time as the Site can be re-opened. The Contractor shall use reasonable endeavours to re-open the Site as soon as possible following its closure;
 - (c) the Business Continuity Plan as set out in the SDP will apply; and
 - (d) the weighbridge operator will inform the Authority of the incident and record the incident in the site diary providing sufficient detail of the incident and the actions taken to deal with the incident in accordance with paragraph 6.2.2.

7.3 **Authorised Vehicles Carrying Waste other than Contract Waste**

- 7.3.1 If a vehicle presenting itself at the weighbridge upon its entry of the Landfill Site is on the Authorised Vehicle List and the weighbridge operator acting reasonably is of the opinion that the vehicle is not carrying Contract Waste, the weighbridge operator will contact the Landfill Supervisor who will decide, acting reasonably, if the vehicle should be directed to the Quarantine Area. If the vehicle is to be directed to the Quarantine Area it will not be weighed at this stage.
- 7.3.2 If the Authorised Vehicle is directed to the Quarantine Area, the Landfill Supervisor will then seek authorisation from the Authority's Representative to either accept or reject the Load. The Landfill Supervisor shall provide information to the Authority's Representative to substantiate his opinion that the relevant vehicle is not carrying Contract Waste. The Authority's Representative will provide, by e-mail, written direction of whether or not the Contractor should accept the Waste at the Landfill Site. Until such direction is received the vehicle will be held in the Quarantine Area.
- 7.3.3 In the event that the Authority's Representative instructs the Contractor to permit the vehicle to discharge its Load, the vehicle will be directed to exit the Landfill Site and rejoin the queue to be weighed as an Authorised Vehicle in accordance with paragraph 4. The incident will be recorded in the site diary.
- 7.3.4 In the event that the Authority's Representative instructs the Contractor that the vehicle should not be permitted to discharge its Load at the Landfill Site, the weighbridge operator shall:
- (a) direct the driver of the vehicle to exit the Landfill Site and inform the driver not to attempt to re-enter the Landfill Site under this contract; and
 - (b) record the incident in the site diary.

7.4 **Unauthorised Vehicles Carrying Contract Waste**

- 7.4.1 If the vehicle is not on the Authorised Vehicle List, but the driver confirms that it is carrying Contract Waste, the Contractor shall direct the vehicle to the Quarantine Area pending clarification of its status with the Authority's Representative.
- 7.4.2 The weighbridge operator will contact the Landfill Supervisor who will then seek authorisation from the Authority. This occurrence will be recorded in the site diary.
- 7.4.3 The Authority will provide, by e-mail, written confirmation of whether the vehicle is or is not to be treated as an Authorised Vehicle.
- (a) In the event that the Authority instructs that the vehicle is an Authorised Vehicle, the weighbridge operator will add the vehicle details to Authorised Vehicle List, and the vehicle will be directed to exit the Landfill Site and rejoin the queue to be weighed as an Authorised Vehicle.
 - (b) In the event that the Authority instructs that the vehicle is not to be treated as an Authorised Vehicle, the weighbridge operator shall:
 - (i) direct the driver and the vehicle to exit the Landfill Site and inform the driver not to attempt to re-enter the Landfill Site under this Agreement; and
 - (ii) record the incident in the site diary.

8. **SITE CLOSURES**

- 8.1 If the Landfill is Unavailable the Landfill Supervisor must inform the Authority's Representative of the reason for the Unavailability. The Contractor's Representative will agree with the Authority's Representative (both parties acting reasonably) whether:-
- 8.1.1 the Tipping Away Procedure should be implemented immediately; or
 - 8.1.2 a timescale when the Tipping Away Procedure will apply should the Landfill Site not reopen.
- 8.2 In the event that the Parties are unable to agree a timescale for the commencement of the Tipping Away Procedure, or in the reasonable opinion of the Contractor the Site will not open within 30 minutes then the Tipping Away Procedure shall commence immediately, or at a subsequent time to be specified at the Authority's sole discretion acting reasonably. The full details of each event of Unavailability at a Landfill Site are to be entered into the site diary and shall specify the reason for each closure.

9. **LITTER HAZARDS**

- 9.1 The weighbridge operator shall inform drivers of Authorised Vehicles seeking entry to or exit from the Landfill Site if they are depositing, or in danger of depositing, any litter onto the site or exit road or public highway and direct them to the nearest available Quarantine Area in order to remedy the situation before moving to the unloading point or exiting the site.

9.2 If the driver agrees to comply with the weighbridge operator's direction, the Authorised Vehicle shall be directed to the Quarantine Area where the driver and vehicle crew of the Authorised Vehicle will (subject to health and safety and Site Rules) be afforded the opportunity to remedy the situation before rejoining the entry or exit queue (as appropriate).

9.3 If the driver refuses to comply with the weighbridge operator's direction:

9.3.1 and the Authorised Vehicle is seeking entry to the Landfill Site the weighbridge operator shall not weigh in the Authorised Vehicle and require the Authorised Vehicle to leave the Landfill Site;

9.3.2 or the Authorised Vehicle has not yet been weighed in (whether due to a prior direction to the Quarantine Area or otherwise), the weighbridge operator shall not weigh in the Authorised Vehicle; and

9.3.3 or the Authorised Vehicle has already been weighed in and is seeking to exit the Landfill Site, the weighbridge operator shall weigh out the relevant Authorised Vehicle,

and inform the Authority of the refusal. Thereafter, the weighbridge operator shall record the alleged breach of Site Rules (or a failure to comply with the weighbridge operator's instructions) in accordance with the procedure contained in the SDP.

9.4 All litter hazard events shall be recorded in the site diary.

10. **TURNAROUND TIMES**

10.1 If a vehicle exceeds the 30 minute turnaround time, the driver will be asked to explain the reason for the delay to the weighbridge operator who will complete a delay notice form which will be signed by the driver and weighbridge operator.

10.2 This will detail:

10.2.1 the time the vehicle weighed on and off Site;

10.2.2 the vehicle registration number; and

10.2.3 the reason for the delay.

10.3 Should any Authorised Vehicle personnel depositing Waste other than Specific Waste Items wish to use on site welfare facilities they will only be allowed to do so either before or after the weighbridge procedure to avoid compromising the turnaround time target.

10.4 The Authorised Vehicle driver will cooperate with the process of landfill disposal, in accordance with the Site Rules. If the driver does not then a delay notice will be completed.

10.5 In the event that the Contractor fails to meet the 30 minute turnaround time for any Authorised Vehicle and the Contractor can demonstrate to the satisfaction of the Authority, the Authority acting reasonably, that such failure is a direct result of the Authorised Vehicle driver's failure to comply with the Site Rules, no Performance Deductions shall apply.

11. **DELIVERY VEHICLE BREAKDOWN**

- 11.1 If an Authorised Vehicle breaks down on Site, a delay notice will be completed explaining the reasons for the delay and a turnaround deduction will not apply.
- 11.2 If an Authorised Vehicle breaks down after it has been weighed in but before it ejects the Load, the weighbridge ticket will be cancelled and details of the breakdown added to the weighbridge ticket.
- 11.3 If an Authorised Vehicle breaks down after the Authorised Vehicle's Load has been ejected an average tare weight will be recorded with the agreement of the Authority save for where the repaired Authorised Vehicle is able to weigh out in which case it will do so.

SCHEDULE 32 - WASTE ACCEPTANCE PROTOCOL

Part 4 – Transfer Stations

1. DEFINITIONS

1.1 In this Part 4 of Schedule 32 unless the context otherwise requires the following terms have the meanings given to them below:

“Authorised Vehicle”	means, for the purposes of this Schedule only, vehicles which are authorised to unload at the Transfer Station pursuant to the provisions of paragraph 3;
“Authorised Vehicle Acceptance Procedure”	means the procedure for the acceptance of Waste as referred to in the SDP;
“Authorised Vehicle List”	means the list referred to in the SDP;
“ISMS”	means the integrated service management system as set out in the SDP;
“Load”	means the contents of any vehicle which is intended to be deposited at a Transfer Station;
“Authority Performance Manager”	means the person notified to the Contractor by the Authority who is responsible for undertaking the role and function of performance manager;
“Quarantine Area”	means the areas identified by the Contractor at the Transfer Station which are set aside for the isolation of Loads that cannot immediately be accepted following arrival;
“Site Rules”	means the rules set out in the SDP;
"Specific Waste Items"	has the meaning given to it in Schedule 5 (Payment Mechanism);
“TS Supervisor”	means the person notified by the Contractor to the Authority who is responsible for undertaking the role and function of TS Supervisor as specified in the SDP; and
“Tipping Away Procedure”	means the tipping away procedure set out in the SDP.

2. APPLICATION

2.1 The provisions of this Schedule 32 Part 4 shall apply to deliveries of Contract Waste made to the Transfer Stations including without limitation direct deliveries by Authority Related Parties.

2.2 The Authority shall use all reasonable endeavours to procure compliance by Authority Related Parties with the terms of this Schedule 32 Part 4.

2.3 When attending the Transfer Station, Authority Related Parties shall comply with:-

- 2.3.1 the Site Rules; and
 - 2.3.2 the directions of the weighbridge operator and TS Supervisor, subject to the Contractor accepting responsibility for actions carried out by an Authority Related Party at the direction of the weighbridge operator, TS Supervisor and the Contractor or its sub-contractor(s).
- 2.4 An Authority Related Party shall not knowingly attempt to deliver Waste to the Transfer Station which the Contractor is not permitted or able to accept under the terms of the relevant Necessary Consents or as set out in the SDP. If a delivering party is unsure whether the Contractor is permitted to take the Load under the terms of the relevant Necessary Consents, it shall seek clarification from the Contractor prior to delivery or at the weighbridge.

3. **AUTHORISED VEHICLES**

- 3.1 the Contractor shall only allow Loads from Authorised Vehicles to be deposited at the Transfer Station in accordance with the Authorised Vehicle Acceptance Procedure as set out in the SDP.
- 3.2 The Authority and Authority Related Parties shall comply with the Authorised Vehicle Acceptance Procedure and shall include the vehicle type, the registration number, the operator, the WCA on whose behalf the vehicle is collecting.
- 3.3 If and to the extent that a vehicle is to become, or cease to be, an Authorised Vehicle, the Authority shall, save to the extent already pre-notified to the Contractor pursuant to the Authorised Vehicle Acceptance Procedure, re-issue the Authorised Vehicle List (marked to show changes from the previous Authorised Vehicle List and with a new effective date) no later than 7.30am on the day on which the change is to take effect. If this is not possible, for example where a replacement vehicle is used due to the unforeseen outage of an Authorised Vehicle, the Authority shall, as soon as reasonably practicable upon becoming aware of the change, notify Contractor's Representative in writing (which for these purposes shall include e-mail) and the relevant Transfer Station by telephone and email of the change, and then re-issue the Authorised Vehicle List.
- 3.4 The notification of an Authorised Vehicle pursuant to paragraph 3.3 shall include the information set out in paragraph 3.2.

4. **ACCEPTANCE OF AUTHORISED VEHICLES**

- 4.1 When a vehicle arrives on site carrying Waste during the applicable Opening Hours it will be directed by site signage to the weighbridge.
- 4.2 The weighbridge operator shall, upon presentation at the weighbridge of a vehicle wishing to deposit Waste during the relevant Opening Hours:
 - 4.2.1 enter the vehicle registration number into the ISMS, and identify whether the vehicle is on the Authorised Vehicle List; and
 - 4.2.2 seek oral confirmation from the driver that the vehicle is carrying Contract Waste.
- 4.3 If the vehicle is an Authorised Vehicle confirmed by the driver to be carrying Contract Waste both the weighbridge operator and the driver will:

- 4.3.1 check that the vehicle does not contain smouldering loads or is a health and safety risk which would put the Contractor in breach of Health & Safety Law or the relevant Necessary Consents;
 - 4.3.2 check that the vehicle does not pose a litter hazard;
 - 4.3.3 enquire as to the type of Contract Waste being carried and then check associated paperwork, if any, where required. Where possible the weighbridge operator will visually check that the vehicle is not carrying any Waste which the Transfer Station is not permitted to accept in accordance with Necessary Consents;
 - 4.3.4 ensure that the driver provides all information required under the Duty of Care Obligations as set out in Section 34 of the Environmental Protection Act and associated regulations; and
 - 4.3.5 record the number of operatives in the vehicle when the weight is taken and instruct all operatives to remain within the vehicle, excluding the driver whilst ejecting the load, or crews depositing Specific Waste Items, until the full weighing process is complete.
- 4.4 If the weighbridge operator is satisfied that the vehicle is approved to proceed, the gross weight (via the calibrated weighbridge), waste type, vehicle registration number and time will be recorded by the weighbridge operator in the ISMS. The WCA district the waste was collected from will also be recorded. The vehicle will then be directed to a tipping area or an area on Site to unload the Waste.
- 4.5 If the Contractor decides that vehicles discharging Waste require a banksman the Contractor will provide at its own expense.
- 4.6 Once the Load has been discharged the vehicle will report back to the weighbridge.
- 4.7 Where loads contain Specific Waste Items to be charged per unit, the weighbridge operator will record the number of units.
- 4.8 Where loads contain Specific Waste Items charged per tonne the weighbridge operator will record the number of tonnes.
- 4.9 Where the load contains a mix of Specific Waste Items charged on a tonnage and a unit price basis, the unit priced Specific Waste Items will be accepted first. The vehicle will then be unloaded and will return to the weighbridge (at the back of the queue) where the tonnage charged Specific Waste Items will be accepted and unloaded next. Each individual Specific Waste Item stream priced per tonne will be weighed and recorded in such a way so as to ensure the actual weight of each Specific Waste Item stream is recorded. Turnaround times will apply to each separate waste stream that needs to be separately weighed and counted, in and out times will be recorded each time the vehicle goes over the weighbridge.
- 4.10 If the load contains a mix of Specific Waste Items along with other waste destined for transfer, each element must be recorded and/or weighed as appropriate to ensure that an accurate record is made of each individual waste stream. Turnaround times will apply to each separate waste stream that needs to be separately weighed and counted, in and out times will be recorded each time the vehicle goes over the weighbridge.

- 4.11 For Specific Waste Items that require to be off-loaded by hand rather than automatic discharge the Authorised Vehicle will be directed to an appropriate off-loading transfer area and the crew members will off-load the waste into the transfer bay in accordance with the Site Rules.
- 4.12 Unloaded Waste must be stored in such a manner so as to ensure that it does not pose an unacceptable health and safety risk. If there are less than two (2) operatives in the Authorised Vehicle the Contractor will assist in unloading the Waste and the turnaround times will not apply to such deliveries.
- 4.13 The weighbridge operator will not weigh a vehicle out of the Site until the driver and all operatives who accompanied the driver over the weighbridge on the vehicle's entry into the Transfer Station are on board. In the event that a vehicle is delayed because the correct number of operatives are not on board the weighbridge operator will record the incident and report it to the TS Supervisor and the turnaround time for this vehicle will not apply.
- 4.14 The weighbridge operator shall use the ISMS to record the time and tare weight, and to assign a unique reference number to the transaction. The driver and the weighbridge operator will sign the weighbridge ticket and the driver will be issued with a weighbridge ticket. Prior to leaving the Transfer Station, the driver and the weighbridge operator will inspect the vehicle to see if it poses a litter hazard. If it does not pose a litter hazard, the vehicle will exit the Site. Where the vehicle does pose a litter hazard, the provisions of paragraph 8 below shall apply.
- 4.15 If the vehicle is not on the Authorised Vehicle List, but the driver confirms that it is carrying Contract Waste, the provisions of paragraph 6.4 shall apply.
- 4.16 If the vehicle is on the Authorised Vehicle List but the weighbridge operator is of the view that the vehicle is not carrying Contract Waste then the provisions of paragraph 6.3 shall apply.

5. **SMOULDERING LOADS**

- 5.1 In the event of a smouldering load being identified, the Smouldering Load Procedure shall be implemented as detailed in the SDP.
- 5.2 The TS Supervisor will record any smouldering load incident in the site diary, report the incident to the Environment Agency (when legally obliged to do so under the Necessary Consents) and include the incident in the Monthly Monitoring Report.
- 5.3 Turnaround times shall not apply to any Authorised Vehicle which is delayed as a consequence of the delivery of a smouldering load at a Transfer Station.

6. **UNAUTHORISED VEHICLES**

6.1 **Unauthorised Vehicles Carrying Waste other than Contract Waste**

If the vehicle is neither on the Authorised Vehicle List nor stated by the driver to be carrying Contract Waste, the Contractor shall deal with the load as non-Contract Waste. For the avoidance of doubt the Load will not be booked in under this Agreement.

6.2 **Authorised Vehicles Carrying unlicensed Waste**

- 6.2.1 If a vehicle presenting itself at the weighbridge and upon its entry of the Transfer Station is on the Authorised Vehicle List, and in the weighbridge operator's reasonable opinion the vehicle is carrying Waste which the Contractor is not permitted or able to accept at the Transfer Station under the terms of the relevant Necessary Consents or as set out in the SDP, the following procedure will apply:
- (a) the weighbridge operator will direct the driver of the vehicle to a quarantine holding area and contact the Transfer Station manager and the Authority. The Contractor will then decide on the final disposal point and the means of transportation;
 - (b) the weighbridge operator will provide full details of the incident in the site diary providing sufficient detail in order to demonstrate to the Authority's reasonable satisfaction why the load could not be accepted at the Transfer Station; and
 - (c) no Deductions shall apply in relation to the incident.
- 6.2.2 If an Authorised Vehicle discharges its Load in the Transfer Station and the Load contains Waste which the Contractor is not permitted or able to accept at the Transfer Station under the terms of the relevant Necessary Consents or as set out in the SDP, the following procedure will apply:
- (a) the Contractor will use all reasonable endeavours to remove the said unacceptable Waste and store in an appropriate waste container without closing the Site if in the reasonable opinion of the Contractor it is safe to do so and arrange for the transfer of such Waste to an appropriate disposal facility;
 - (b) in the event that the Site is closed, the Contractor will be granted an Excusing Cause in relation to Performance Deductions and Additional Mileage Deductions accruing at that Site until such time as the Site can be re-opened. The Contractor shall use reasonable endeavours to re-open the Site as soon as possible following its closure;
 - (c) the Business Continuity Plan as set out in the SDP will apply; and
 - (d) the weighbridge operator will inform the Authority of the incident and record the incident in the site diary providing sufficient detail of the incident and the actions taken to deal with the incident in accordance with paragraph 6.2.2.

6.3 **Authorised Vehicles Carrying Waste other than Contract Waste**

- 6.3.1 If a vehicle presenting itself at the weighbridge and upon its entry of the Transfer Station is on the Authorised Vehicle List and the weighbridge operator acting reasonably is of the opinion that the vehicle is not carrying Contract Waste, the Weighbridge operator will contact the TS Supervisor who will decide, acting reasonably, if the vehicle should be directed to the Quarantine Area. If the vehicle is to be directed to the Quarantine Area it will not be weighed at this stage

- 6.3.2 If the Authorised Vehicle is directed to the Quarantine Area, the TS Supervisor will then seek authorisation from the Authority's Representative to either accept or reject the Load. The TS Supervisor shall be required to provide sufficient information to the Authority's Representative to substantiate his opinion that the relevant vehicle is not carrying Contract Waste. The Authority's Representative will provide, by e-mail, written direction of whether or not the Contractor should accept the Waste at the Transfer Station. Until such direction is received the Authorised Vehicle will be held in the Quarantine Area.
- 6.3.3 In the event that the Authority's Representative instructs the Contractor to permit the vehicle to discharge its Load, the vehicle will be directed to exit the Transfer Station and rejoin the queue to be weighed as an Authorised Vehicle in accordance with paragraph 4. The incident will be recorded in the site diary.
- 6.3.4 In the event that the Authority's Representative instructs the Contractor that the vehicle should not be permitted to discharge its Load at the Transfer Station, the weighbridge operator shall:
- (a) direct the driver of the vehicle to exit the Transfer Station and inform the driver not to attempt to re-enter the Transfer Station under this Agreement; and
 - (b) record the incident in the site diary.

6.4 **Unauthorised Vehicles Carrying Contract Waste**

- 6.4.1 If the vehicle is not on the Authorised Vehicle List, but the driver confirms that it is carrying Contract Waste, the Contractor shall direct the vehicle to the Quarantine Area pending clarification of its status with the Authority's Representative.
- 6.4.2 The weighbridge operator will contact the TS Supervisor who will then seek authorisation from the Authority. This occurrence will be recorded in the site diary.
- 6.4.3 The Authority will provide, by e-mail, written confirmation of whether the vehicle is or is not to be treated as an Authorised Vehicle.
- (a) In the event that the Authority instructs that the vehicle is an Authorised Vehicle, the weighbridge operator will add the vehicle details to the Authorised Vehicle List, and the vehicle will be directed to exit the Transfer Station and rejoin the queue to be weighed as an Authorised Vehicle.
 - (b) In the event that the Authority instructs that the vehicle is not to be treated as an Authorised Vehicle, the weighbridge operator shall:
 - (i) direct the driver and vehicle to exit the Transfer Station and inform the driver not to attempt to re-enter the Transfer Station under this Agreement; and
 - (ii) record the incident in the site diary.

7. **SITE CLOSURES**

- 7.1 If the Transfer Station is Unavailable the TS Supervisor must inform the Authority's Representative of the reason for the Unavailability. The Contractor's Representative will agree with the Authority's Representative (both parties acting reasonably) whether:-
- 7.1.1 the Tipping Away Procedure should be implemented immediately; or
 - 7.1.2 a timescale when the Tipping Away Procedure will apply should the Site not reopen.
- 7.2 In the event that the Parties are unable to agree a timescale for the commencement of the Tipping Away Procedure, or in the reasonable opinion of the Contractor the Transfer Station will not open within 30 minutes then the Tipping Away Procedure shall commence immediately, or at a subsequent time to be specified at the Authority's sole discretion. The full details of each event of Unavailability at a Transfer Station are to be entered into the site diary and shall specify the reason for the Unavailability.

8. **LITTER HAZARDS**

- 8.1 The weighbridge operator shall inform drivers of Authorised Vehicles seeking entry to or exiting from the Transfer Station if they are depositing, or are in danger of depositing, any litter onto the Site or exit road or public highway and direct them to the nearest available Quarantine Area in order to remedy this situation before moving to the unloading point or exiting the Site.
- 8.2 If the driver agrees to comply with the weighbridge operator's direction, the Authorised Vehicle shall be directed to the Quarantine Area where the driver and vehicle crew of the Authorised Vehicle will (subject to health and safety and Site Rules) be afforded the opportunity to remedy this situation before rejoining the entry or exit queue (as appropriate).
- 8.3 If the driver refuses to comply with the weighbridge operator's direction:
- 8.3.1 and the Authorised Vehicle is seeking entry to the Transfer Station, the weighbridge operator shall not weigh the Authorised Vehicle and require the Authorised Vehicle to leave the Transfer Station;
 - 8.3.2 or the Authorised Vehicle has not yet been weighed in (whether due to a prior direction to the Quarantine Area or otherwise), the weighbridge operator shall not weigh in the Authorised Vehicle; and
 - 8.3.3 or the Authorised Vehicle has already been weighed in and is seeking to exit the Transfer Station, the weighbridge operator shall weigh out the relevant Authorised Vehicle,
- and inform the Authority of the refusal. Thereafter, the weighbridge operator shall record the alleged breach of Site Rules (or a failure to comply with the weighbridge operator's instructions) in accordance with the procedure contained in the SDP.
- 8.4 All litter hazard events shall be recorded in the site diary.

9. **DELIVERY VEHICLE BREAKDOWN**

- 9.1 If an Authorised Vehicle breaks down on Site a delay notice will be completed explaining the reasons for the delay and a turnaround deduction will not apply. If an Authorised Vehicle breaks down after it has been weighed in but before it ejects the Load, the weighbridge ticket will be cancelled and details of the breakdown added to the weighbridge ticket.
- 9.2 If an Authorised Vehicle breaks down after the Authorised Vehicle's Load has been ejected, an average tare weight will be recorded with the agreement of the Authority save for where the repaired Authorised Vehicle is able to weigh out in which case it will do so.

10. **TURNAROUND TIME**

- 10.1 If a vehicle exceeds the 15 minute turnaround time, the driver will be asked to explain the reason for the delay to the weighbridge operator who will then complete a delay notice form which will be signed by the driver and the weighbridge operator.
- 10.2 This will detail:
- 10.2.1 the time the vehicle weighed on and off Site;
 - 10.2.2 the vehicle registration number; and
 - 10.2.3 the reason for the delay.
- 10.3 Should any Authorised Vehicle personnel depositing Waste other than Specific Waste Items wish to use on site welfare facilities they will only be allowed to do so either before or after the weighbridge procedure to avoid compromising the turnaround time target.
- 10.4 The Authorised Vehicle driver will co-operate with the process of transfer, in accordance with the Site Rules. If the driver does not do so then a delay notice will be completed.
- 10.5 In the event that the Contractor fails to meet the 15 minute turnaround time for any vehicle and the Contractor can demonstrate to the satisfaction of the Authority, the Authority acting reasonably, that such failure is a direct result of the Authority Vehicle driver's failure to comply with Site Rules, no Performance Deductions will apply.