

# Adur & Worthing Commercial Waste Service General Terms and Conditions (General, Recycling, Food Waste)

Adur & Worthing Councils operates a commercial waste collection service for business customers within the District of Adur and Borough of Worthing. It also provides commercial waste services to some outlying areas by separate agreement, and also national waste broker operators, focusing on businesses within Adur and Worthing. The service offers three separate waste streams; a separate collection of commercial and industrial general waste, recycling and food waste.

Below sets out our service terms and conditions.

#### 1. General

- 1.1. In these conditions :The 'Council' means Adur & Worthing Council Services 'Agreement' means any agreement in writing between the Council and the Customer incorporating these conditions 'Equipment' means the refuse containers (bins and sacks) identified in the schedule
- 1.2. The 'Minimum period' shall mean a period of **6** months starting from the commencement date.
- 1.3. The 'Service' means the service to be provided by the Council's Agent as specified in the Agreement.
- 1.4. The 'Customer' means any person with whom the Council enters into an Agreement.
- 1.5. 'Term' means the period of the Agreement.
- 1.6. The 'Schedule' means the provisions which identify the Equipment and frequency of collection.
- 1.7. The 'Agent' means the Contractor nominated by the Council.
- 1.8. The commencement date (customer billing) starts from the bins' date of delivery.
- 1.9. No amendments to the Agreement or these conditions can be made without the prior written Agreement of the Council
- 1.10. Commercial Waste is defined in Table One; see general waste types and codes. A full list of what is currently accepted in the Councils' recycling bins (subject to updates) is published online at <a href="https://www.adur-worthing.gov.uk/recycling-and-waste/what-you-can-recycle/">https://www.adur-worthing.gov.uk/recycling-and-waste/what-you-can-recycle/</a>. A paper copy is available on request.



#### 2. Duration of the Term

- 2.1. The term shall commence: In the case of a Customer supplying their own Equipment, the date the Agreement is signed by all parties.
- 2.2. In the case of hired equipment, the term commences from the date 'The Equipment' (usually a bin or bins) is delivered to the customer.
- 2.3. The Agreement will be automatically renewed on the 1st April each year unless the Customer notifies the Council of termination under the provision of Clause 12

#### 3. The Service

- 3.1. Adur & Worthing Commercial Waste will carry out the collection of general, recycling and food waste from commercial premises in accordance with the agreed collection dates as set out in the collection details section of this Agreement
- 3.2. In the case of Public Holidays the service may be disrupted and collections may not be made on the regularly scheduled collection day, however, every effort will be made to resume a normal service as soon as possible.
- 3.3. The Customer shall provide the Adur & Worthing Commercial Waste access to the Equipment (commercial waste bins) between 06:30 hrs and 18:00 hrs Monday to Sunday (or as otherwise specified in the Agreement)
- 3.4. The customer shall only store refuse generated from the premises stated on the Agreement as defined in the Regulations made under 'The Environmental Protection Act 1990' or any subsequent amending legislation
- 3.5. The customer shall store all such refuse in the Equipment with the lid being able to close.
- 3.6. The customer shall ensure that Waste supplied is in accordance with the description given in the Waste Transfer Note which will be supplied to the customer by a member of the Adur & Worthing Councils' Commercial Waste Team.
- 3.7. The Council shall perform the Services using reasonable care and skill.

i <a href="https://www.legislation.gov.uk/ukpga/1990/43/pdfs/ukpga">https://www.legislation.gov.uk/ukpga/1990/43/pdfs/ukpga</a> 19900043 en.pdf



#### 4. Missed collections

- 4.1. Notification of non-collections must be received within 12 hours of the normal collection day during office hours 08:30 to 16:30 Monday to Friday by phone 01273 263050 or by email commercial.waste@adur-worthing.gov.uk.
- 4.2. The Council will then arrange for its collection crews to remove the general, recycling and food waste within 24 hours.
- 4.3. Missed collections will only be non-chargeable if the Council did not attempt to collect the waste on the scheduled day. Customer fault non-collections (e.g. blocked access) and subsequent call backs to collect, will be chargeable as an 'ad-hoc' charge.

## 5. Payment Terms

- 5.1. All payments for the Service shall be due and payable within 21 days of the date of the invoice for the Service. The invoice sets out any VAT payable by the customer.
- 5.2. The Customer shall raise any invoice queries or disputes within 14 days of the date of the invoice and the Customer shall nonetheless pay all undisputed parts of the invoice by the due date.
- 5.3. All payments made by the Customer under this Agreement shall be made in full without any set-off or counter-claim whatsoever and the time of payment shall be of the essence of this agreement.
- 5.4. The Customer may only make payment by direct debit, electronic bank transfer or by credit/debit card.
- 5.5. Any sums which are not paid by the due date shall thereafter attract interest on a daily basis at a rate of 4% per annum above the base lending rate for the time being of Lloyds Bank PLC.
- 5.6. Without prejudice to The Councils other rights in respect thereof, if the Customer defaults in payment by the due date of any amount invoiced for the Service, The Council shall be entitled to withhold further service of this Agreement until all arrears have been discharged by the Customer.
- 5.7. The Customer agrees that The Councils' records will be proof of the Service provided. Without prejudice to any other rights of The Council, if there is or there arises reason to doubt that amounts due from the Customer will be paid in full then The Council reserves the right to require payment in advance before commencing or continuing the Service, or at its sole discretion.



- 5.8. The Council may increase the charges payable at any time provided that it gives 30 days notice to the Customer.
- 5.9. The Council reserves the right to charge interest at 4% above Lloyds Bank PLC base rate for the time being on all overdue accounts, such interest being deemed to accrue on a daily basis from the due date.

## 6. Delivery, access, unloading and return

- 6.1. The Equipment shall be delivered to the customer's waste collection site in the quantity specified in the Agreement.
- 6.2. The Customer shall provide suitable access to the waste collection site, a suitable area for siting the Equipment and suitable access for turning the Councils' waste collection vehicle around.
- 6.3. The driver of the waste collection vehicle may in his absolute discretion refuse delivery if he believes that access to the Collection Site or turning access are unsafe or likely to cause damage to the vehicle or if there is any reason to believe that the proposed area for siting the Equipment is unsuitable.
- 6.4. Should the customer's collection site become unsuitable for the councils' commercial waste collection service, the service may be suspended until the matter is resolved or withdrawn completely.

## 7. Changes to bin sizes

- 7.1. Unless otherwise agreed with the Council, no more than **three** bin size changes can take place within one year from the start of the contract. The Council will undertake to respond to such requests within 14 days
- 7.2. Should more than three bin size changes be requested within a year, a delivery charge of £40.00 per bin, will apply.

#### 8. General and recycling waste

8.1. The Customer may not place or cause to be placed in the Equipment any material other than Waste described in the Waste Transfer Note or, if such has been signed, in the current Transfer Note.



- 8.2. The Council will be entitled to refuse to deal with any material which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or if the handling of which may cause The Council to incur civil or criminal liability; or The Council has reason to believe is or may be a Hazardous Waste. Should the Council identify non commercial and industrial general waste in the customers' general waste stream, a penalty charge of £40.00 per bin collection will be charged.
- 8.3. If a customers' recycling waste is contaminated with general waste, then the Council may, in addition to the normal collection fees, charge an additional fee to collect the recycling waste as general waste. As a waste carrier, the Council must comply with the law by ensuring the right waste ends up in the correct waste stream. This additional fee is charged without prejudice to cover the Council's Wasted Journey Costs and Disposal Costs. The fee is currently £40.00 per occasion.
- 8.4. If a customers' general waste is contaminated with other non-general, clinical or hazardous waste, then the Council may, in addition to the normal collection fees, charge an additional fee to collect the recycling waste as general waste. As a waste carrier, the Council must comply with the law by ensuring the right waste ends up in the correct waste stream. This additional fee is charged without prejudice to cover the Council's Wasted Journey Costs and Disposal Costs. The fee is currently £40.00 per occasion.
- 8.5. Many types of waste are recyclable. A full list of what is accepted in the Councils' recycling bins is published online at <a href="https://www.adur-worthing.gov.uk/recycling-and-waste/what-you-can-recycle/">https://www.adur-worthing.gov.uk/recycling-and-waste/what-you-can-recycle/</a>. A paper copy is available on request.
- 8.6. General waste categories are defined by the UK Government ii and European Union and a list of what the Council's Commercial Waste operation will receive as 'general waste' is available in table one below.
- 8.7. The Customer shall not use or permit the Equipment to be used for burning of any material.

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 $https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/948735/Waste\_classification\_technical\_guidance\_WM3.pdf$ 



#### 9. Excess Waste

- 9.1. The customer shall ensure that the bins are not overloaded. This means that the weight must not be excessive and the load must be static. The bin lid must be able to close fully, and be locked if applicable, outside of collection times.
- 9.2. All waste must be stored securely within the bin. Any additional or side waste shall be notified to the Council in advance of the next scheduled collection. Where additional waste has been detected by Council staff, ad-hoc collection charges will apply to the customers' account on a per occasion basis.
- 9.3. The customer shall not fill the Equipment (bins) in excess of the following weights:

Size of bin (litres)	Max weight (kg) General & Recycling Waste	Max weight Food Waste
140 (two wheeled)	25	35Kg or ⅓ of the bins' overall height
240 (two wheeled)	43	
360 (two wheeled)	65	
660 (four wheeled)	120	
1100 (four wheeled)	200	

- 9.4. Food waste is weighed per lift or collection. Individual customer food waste weight data is collected automatically and electronically, and stored against a customer's account. Data is available to account holders only, upon request.
- 9.5. General waste and recycling waste bin loads are monitored by the crew only. Customer requested weight data is available, but reporting assumes maximum bin fills.



## 10. Hired Equipment (usually two or four wheeled bins)

- 10.1. The following clause apply where the Customer hires any Equipment from the Council:
- 10.2. The Customer will take out suitable insurance to cover hired Equipment, which must include accidental damage, fire and theft, except insofar as such loss or damage shall have been caused by negligence on the part of the Council, or its Agent.
- 10.3. The Equipment shall at no time become the property of the Customer and the Customer shall not sell or offer for sale, assign, mortgage, pledge, sub-let, part with the possession of or otherwise deal with the Equipment in any way.
- 10.4. The Customer shall not use the Equipment other than for the purpose of storing commercial refuse of a type and nature as detailed in Clause 3.4
- 10.5. The Customer shall ensure that the Equipment is kept securely at the premises, in a clean condition and make available the Equipment to the Council on termination of the hire agreement in clean condition
- 10.6. The Customer, during the term of the Agreement shall be responsible for maintaining the Equipment in a clean condition to a standard deemed acceptable to the Council.
- 10.7. The Customer will report to the Council any loss of, damage to or malfunction of the Equipment within 12 hours of its occurrence or if it occurs on a weekend or a Bank Holiday, by midday on the next following working day.
- 10.8. Make the Equipment available to the Council from time to time for inspection and, following damaging or malfunction, for repair, or replacement, in each case at such time and at such places a the Council may reasonably require in the event of loss, or damage to Equipment the Council will, if it considers it appropriate, either repair, or replace the Equipment as soon as is reasonably possible provided that the Customer has paid all amounts due to the Council and shall have complied with all other obligations under the Agreement.
- 10.9. The customer shall be liable to the Council for all costs of repair or replacement of Equipment except insofar as such loss or damage shall have been caused by negligence on the part of the Council, or its Agent. The Council shall replace any Equipment damaged or destroyed by the Council at no cost to the Customer.



## 11. Purchased Equipment (usually bins)

- 11.1. The Equipment will be delivered within 14 days from the date of the Agreement where possible, unless otherwise specified
- 11.2. Risk in the Equipment shall pass to the Customer on delivery
- 11.3. The property in the Equipment shall remain with the Council until the Council has received in full payment for such Equipment
- 11.4. The Council warrants the Equipment against defects in material and workmanship under normal use and service for a period of 12 months from the date of delivery.

## 12. Changes to the Service

12.1. The Council reserves the right to modify the service if necessary to ensure that it complies with applicable law or regulatory requirements, or if the amendment will not materially affect the nature or quality of the Services and the Council will notify the customer in any such event by giving no less than 14 days notice.

## 13. Name plates (bin labels with customer name and waste type)

- 13.1. The Customer shall not remove, deface or conceal any name plate or mark indicating that the Equipment is the property of The Council, and The Council shall at all reasonable times have access to inspect or repair such name plates or marks.
- 13.2. The Customer shall not overload or overfill the Equipment; or set fire to the contents of the Equipment; or interfere with the mechanism of the Equipment; or add or attach to the Equipment any painting, sign, writing, lettering or advertising. Maximum payload details are available in 9.3.



#### 14. Force Majeure

- 14.1. the Council shall not be liable for any failure to deliver the Equipment or provide the Service arising from circumstances outside the Council's control
- 14.2. non exhaustive illustrations of such circumstances would be acts of God, war, riot, civil emergencies, explosion, abnormal weather conditions, fire, flood, strikes, lock-outs, Government action or regulations, delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.

#### 15. Indemnity and Limitation of Liability

- 15.1. Subject to Clause 15.4, the Council's total liability to the Customer for all losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the charges paid by the Customer to the Council in respect of the Services in the [12] month period prior to the event or events leading to the Customer's loss.
- 15.2. Subject to Clause 15.4, the Council shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement.
- 15.3. The Customer shall indemnify the Council and its Agent against all claims and demands made upon the Council or its Agent by reason of any loss, injury or damage or whatsoever nature suffered by any third party as a result of the operation of the Equipment or the Service on behalf of the Customer.
- 15.4. Nothing in these conditions is to be construed as excluding or restricting liability which cannot be legally limited, including liability for the death or personal injury resulting from their negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by the Supply of Goods and Services Act 1982.



## 16. Suspension

- 16.1. The Service may be suspended by the Council immediately and without prejudice to the Council's right of termination under Clause 17 in the event of any failure by the Customer to make any payment to the Council under such Agreement. No such suspension shall affect the liability of the Customer to pay charges and other amounts to the Council which shall continue to accrue.
- 16.2. The Council shall, as its option, reinstate the Service on payment by the Customer of all outstanding charges and other amounts payable hereunder together with any reinstatement fee to cover the extra administrative costs incurred.

#### 17. Termination

- 17.1. This Agreement may be terminated by the Customer by 1 months' notice in writing given to the Council.
- 17.2. All such notifications will be acknowledged within 14 days of receipt in the event of any price increases or variations to the Agreement by giving notice in writing to the Council within 14 days of receiving such notification. If no response is received from the Customer, then the provision of Clause 2 will apply.
- 17.3. This Agreement may be terminated by the Council by 1 months notice in writing to the Customer; upon 7 days notice if the Customer fails to make any payment due to the Council on the due date to observe or perform any other of its obligations under this Agreement; this Agreement shall be terminated automatically by giving writing notice to the Customer, if the Customer: shall be declared bankrupt; takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors or under receivership; offers, gives or agrees to anyone any inducement or reward in respect of this or any other Council contract; commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 or commits any fraud in connection with this Agreement.



#### 18. Rights upon termination

- 18.1. The termination of the Agreement shall not affect any pre-existing liability of the Customer or affect any right of the Council to recover terms and conditions upon termination of the Agreement under Clause 12.
- 18.2. The Customer shall pay to the Council, in addition to all other charges or sums payable under this Agreement, an amount equal to the collection charges for 1 months' or the remainder, if any, of the Minimum Period, whichever period is the longer. This is calculated on the basis of the charges in force on the date of such termination, less the amount of any collection charges paid to the Council in respect of any period after the date of such termination upon termination of the Agreement.
- 18.3. The Council shall be entitled to repossess any hired Equipment on date of termination. If the Customer fails to return the hired Equipment in accordance with any notices, then the Customer shall immediately pay to the Council the current list price for each item not returned. Such sum to be payable in addition to any other sums payable by the Customer under the Agreement.
- 18.4. If due to the fault of the Customer any hired Equipment is not recovered until after the date of termination the Customer will be responsible for additional charges which shall continue to accrue from the date of termination to the date of recovery.
- 18.5. Until the Equipment has been returned, the Customer shall be solely responsible for its safekeeping and will not use them for any purpose not connected with this Agreement.

#### 19. Notice

- 19.1. Any notice under or in connection with the Agreement shall be in writing and shall unless this Agreement otherwise provides be delivered personally or by post to the addresses given in this Agreement or to such other addresses as the Customer may have notified to the Council in writing.
- 19.2. For the purposes of this Agreement, the address of the Council is: 'For the attention of'.
- 19.3. This clause does not apply to the service of proceedings or other documents in any legal action, or where applicable, any other method of dispute.



#### 20. Data Protection

In line with data protection regulations, data provided will only be used for your business waste purposes and will not be passed on to any third party organisations. A full list of privacy statements from the Council is available at:

https://www.adur-worthing.gov.uk/privacy-notice/#service-privacy-notices . You can also request a copy via email at <a href="mailto:commercial.waste@adur-worthing.gov.uk">commercial.waste@adur-worthing.gov.uk</a> or write to us at Adur & Worthing Councils, Commercial Waste Department, 9 Commerce Way, Lancing, West Sussex, BN15 8TA or phone 01273 263050.

In case of termination of your service your details will be kept for a maximum of [6] years before it is deleted. It is the responsibility of the Customer to keep the Council business waste service up to date with contact details.

#### 21. Freedom of Information

- 21.1. The Customer acknowledges that the Council is obliged to comply with the provisions of Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulation 2004 (EIR), and therefore any person has the right to request information relating to the provisions of this Agreement.
- 21.2. The parties acknowledge that, except for any information which is exempt from disclosure under FOIA and EIR, the provision of this Agreement is not confidential information.
- 21.3. The Council shall be responsible for determining in its absolute discretion whether any part of this Agreement is exempt from disclosure in accordance with the provision of the FOIA and EIR.



## 22. Adur & Worthing Commercial Food Waste Collection Service

#### 22.1. General

- 22.1.1. The Commercial Food Waste Collection Service (CFWCS) is provided by Adur & Worthing Council Commercial Waste Services.
- 22.1.2. Food waste is collected by Adur & Worthing Council Commercial Waste Services using a food waste specific collection vehicle.
- 22.1.3. Customers must only use Adur & Worthing Councils' provided food waste specific 140 litre bins which are red-lidded and lockable.
- 22.1.4. Customers are responsible for the contents of their bin(s) and are reminded to lock their bin using the supplied bin lock key, provided at the start of the contract. Bins must be unlocked on the day of collection.
- 22.1.5. The food waste bin is provided as part of the service, bins are not bought and owned by the customer outright. Customer's subscribe to the service.
- 22.1.6. The minimum CFWCS assumes one 140 litre bin, collected once a week, 52 weeks a year. Multiples of this arrangement are possible and are subject to survey.
- 22.1.7. CFWCS bins must be available for collection by Adur & Worthing Councils' Commercial Collection Team by 06:30 on the day of collection, with the handle facing out.
- 22.1.8. Fair wear and tear to council-provided bins is covered by this agreement and forms part of the service provided. The council will repair a bin where possible, but if the bin is no longer viable, a complete replacement will be necessary. All non-wear and tear damage to the bin caused by the customer or a third party such as fire, road traffic accident or general abuse will be chargeable to the customer.



## 22.2. Bin contents and weights

- 22.2.1. Only food waste must be put into the food waste bin. A full list of what's acceptable is shown in table 1.
- 22.2.2. The bin must not be filled over ⅓ of the bins' overall height. This is for manageable weight and manual handling reasons.
- 22.2.3. The customer is responsible for keeping the bin clean and contamination-free.
- 22.2.4. The customer is welcome to use food waste, biodegradable bin liners only. Plastic and other bin liner types are not acceptable.
- 22.2.5. A full list of what we define as food waste and therefore allowed in the food waste bins is provided in table two.

## 22.3. Charges (food waste)

- 22.3.1. The service is charged at £7.75 per collection, per week (correct as of April 2021).
- 22.3.2. Contamination (non food waste items) detected in the food waste bin by our teams will be chargeable to the customer at a penalty rate of £40.00 per collection (correct as of April 2021).
- 22.3.3. Lost or additional bin lock keys can be supplied by the Adur & Worthing Council Commercial Waste Services at an additional charge £5.00 per key (inc. delivery).
- 22.3.4. Food waste bins filled above ½ of the bins' overall height will be charged at the standard weekly amount, as an additional collection.
- 22.3.5. Complete replacement bins supplied outside of 'wear and tear' will be charged to the customer, currently £51.99 (correct as of April 2021).



#### 22.4. Care of bins

- 22.4.1. It is the customers' responsibility to make sure that the bin(s) are kept clean at all times. Customers must only use water to clean the bin and not use any soap or solvents in the bin as this may cause food waste contamination.
- 22.4.2. Customers should take care when using the bin's locking mechanism and keep fingers clear when operating the lock and lid. Customers should keep the lock mechanism clear of food waste residue.
- 22.4.3. No other customer stickers or signwriting are permitted on the food waste bin. Bins should only have Council provided labels fitted.

## 23. Compliance with Legislation

The Council and the Customer shall perform all of their respective obligations under this Agreement in accordance with all applicable legislation and Guidance, throughout the Agreement term.

#### 24. Variation

The Council reserves the right to amend the terms of this Agreement at any time by notifying the customer in writing. The customer will be deemed to have accepted any variation to the terms of this Agreement unless they inform the Council otherwise, within 7 days of receiving the Council's notice.

#### 25. Waiver

A waiver of any right or remedy under the Agreement or by law is only contract effective if given in writing. It shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.



## 26. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

#### 27. Variation

Except as set out in this Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

#### 28. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision of the Agreement is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 29. Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## 30. Dispute Resolution

The parties shall in good faith attempt to settle any dispute arising out of or in connection with the Agreement by negotiation or, where the parties so agree, by mediation.



## 31. Governing law

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## 32. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



## Table one (general waste streams)

Waste type allowed	European Waste Code
Paper/Cardboard	EWC 20 01 01
Glass	EWC 20 01 02
Kitchen Waste	EWC 20 01 08
Clothes	EWC 20 01 10
Textiles	EWC 20 01 11
Wood	EWC 20 01 38
Plastics	EWC 20 01 39
Metals	EWC 20 01 40
Garden Waste	EDC 20 02 01

Anything else deposited within the general waste bin will be treated as 'contaminated waste' and therefore be subject to an additional charge.

## Examples of waste not allowed:

- Plasterboard, asbestos (hazardous)
- Syringes, pads, dressings (clinical)
- Chemicals, heavy metals, nuclear waste (hazardous, radioactive)

## Further information can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment data/file/948735/Waste classification technical guidance WM3.pdf



## Table two (food waste defined)

Permitted food waste bin contents	Not permitted food waste bin contents (materials defined as contamination)	
Food waste: Anything that may be edible or may have been edible.  Cooked foods, uncooked foods, food which has 'gone bad', plate waste (not including napkins, cutlery or crockery), raw ingredients, all vegetables, breads, grains, pulses, dairy, fruits etc.  Avoid filling the bin with liquids as this will reduce the available space within the bin and make the bin heavy.	Paper, cardboard,plastic (including plastic bags), metal packaging, textiles, glass, nappies, soil, rubble, woody garden waste, painted timber, packaging waste, glossy magazines, boulders, bricks, cobbles, concrete tiles, cement, ceramics any metals, plastic bottles, flower pots,  Plants containing toxins (rhododendron, yew, ragwort, hemlock and Japanese Knot Weed.  Plus all other non-food waste items described in Table One and described in The British Government's Document; Guidance on the classification and assessment of waste (1st Edition v1.1.GB) available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/948735/Waste_classification_technical_guidance_WM3.pdf	
	Note: All recyclable items* must go in your recycling bin only and anything non-recyclable or non-food must go in your general waste bin.  * https://www.adur-worthing.gov.uk/recycling-	
Any contamination items detected in the food waste bin by our teams, will be chargeable to the customer.		