Appendix E Proforma for Planning Applications

MANCHESTER CITY COUNCIL

Planning Application – Waste Management Strategy

Planning Application Number:
Date Submitted:

Estimated volumes/ m^2 required by the development

Low Rise Domestic

Waste Types	Capacity Required (litres)	Number of bins required per household	Confirm what is to be provided
General refuse	140 / 240	1 x wheeled bin	
Pulpable Recycling	140 / 240	1 x wheeled bin	
Mixed Recycling	140 / 240	1 x wheeled bin	
Garden Waste	140 / 240	1 x wheeled bin	
Food Waste	23	1 x 23 litre caddy	

High Rise Apartment Developments

	Yes/No - how much space has been provided?
$0.43m^2$ has been provided per apartment for the container space. Space to manoeuvre and access containers individually has also been provided so that each container can be accessed and removed for collection individually.	

Commercial Developments

Please state number of bins you propose, showing calculations where appropriate.

General Waste -
Pulpable Recycling -
Mixed Recycling - x 6 1100 BINS – TWO LIFTS PER WEEK
Food Waste -
Industrial Waste -

Has / will a contract be obtained with a licenced waste carrier?	☑

YES.

Mixed Use Developments

Are the stores for residential and commercial separate from each other?	☐

N/A

Internal Stores (Residential and Commercial)

Please provide details of internal stores / segregation of waste and recycling.

N/A

Storage Areas for Waste Containers (Residential and Commercial)

Please provide details of container stores, attaching plans if appropriate.

BIN STORE WITHIN CARPARK AREA.

Ensure all bins in the store are accessible	☑
Ensure recycling facilities are as easy to access as general refuse	☑

* REFUSE IS RECYCLED OFF SITE BY WASTE CARRIER

Please confirm details of waste store ventilation and hygiene / cleaning proposals

Ventilation - OUTSIDE - NO ROOF
Hygiene - MAINTENANCE OPERATIVE CLEANS STORE

Please provide details of who will be responsible for placing the bins at the collection point and returning them to the store / property promptly e.g. resident / management company

Bin lorries come onto site.

Please ensure that you have attached:

Detailed plans of waste stores – on external works plan.	☐
Location plans showing stores – As above	☐
Location plans showing the proposed collection point and the route the collection vehicle will take – swept path in folder.	☐

Please ensure that you have completed this form in accordance with our GD04 Waste Storage and Collection Guidance for New Developments

DIRECTIVE WASTE SERVICE AGREEMENT

Bagnall & Morris Waste Services Limited
Registered in England 3472370
Head Office: Iris House, Dock Road South, Bromborough, Wirral CH62 4SQ
Tel: 0151 346 2900 Fax: 0151 346 1309 E-mail: info@bagnallandmorris.com

1) Producer Of The Waste

Agreement Date: 24/06/17

Company Name/Site Address: URBAN SPLASH COMMERCIAL 2017 LTD,BEEHIVE MILL JERSEY STREET,MANCHESTER

Postcode: M4 6JG

Site Contact: CLAIRE THOMAS Site Tel: 0161 214 0758 Site Fax:

Site email: clairethomas@urbansplash.co.uk

Access: N/A

2) Service Schedule

Waste	Container Size	QTY	Collection Day/s Weekly	Del/Start Date	Charges: Empty per lift per bin	per Tonne	Rental per day per bin	DOC per day	Del	Col	Carrying Report: Each	Carrying Report: Freq
MMW	TW1100	6	TWICE WEEKLY	ASAP	£10.80	00	00	00	00	00	00	00

The rates above are based on the maximum weight per container per lift of 55 Kg/m^3. Initial Service Period: 52

3) Special Conditions / Sole Trader Home Address / Notes

URBAN SPLASH TERMS TO APPLY: INITIAL CONTRACT 52 WEEKS THEN ROLLING MONTHS. TERMINATION AT ANY TIME, IF BUILDING SOLD IMMEDIATE CANCELATION. PRICE HELD FOR 52 WEEKS EXCEPTION EXCESIVE HEAVY BINS OR GOVERNMENT RELATED TAX. (ALL BINS ON SITE MMW) REMOVE DMR BINS

Existing Agreement: YES ☑ NO ☐ No.

GROUP: YES ☐ NO ☐ No.

4) Customer Details

Company Name: URBAN SPLASH COMMERCIAL 2017 LIMITED Reg. No: 10261961

Ltd Co/PLC ☑ Sole Trader ☐ Partnership ☐ Other ☐

Trading as: N/A

Or Name and Initials of Proprietor:

Invoice Address: TIMBER WHARF WORSLEY STREET, MANCHESTER M15 4LD

Invoice Tel No:

Invoice Terms: Direct Debit ☐ 40 DAYS

Order Number/s:

Contact Name: n/a

Invoice email: pinchaseledger@urbansplash.co.uk

Invoice Fax No:

Invoice Receipt Preference: email ☑ Fax ☐ Post ☐ Invoice Format: Standard ☐ Consolidated ☐ Spread Sheet ☐

5) Service Agreement

The customer agrees to accept the service set out above and agrees to be bound by the conditions set out overleaf

Signature: David Carter on behalf of B & M Waste Services

Name: (Please Print) David Carter

Position: Key Accoum Manager

Signature: Claire Thomas on behalf of Customer

Name: (Please Print) Claire Thomas

Position: Director

OFFICE USE ONLY

ANNUAL VALUE £

ACCOUNT No. AW 1424

BM

This is a legal document: This two page document must be retained by you for at least two years.

TRANSFER NOTE / PRE-TREATMENT CONFIRMATION

Registered as an Upper Tier Carrier Broker Dealer
Registration Number: CB/PM3684GP
Issued by the Environment Agency - Sheffield

6) Description of Waste / Duty of Care

Waste description: General compactable, dry non hazardous waste types as described by the List Of Wastes (LOW) Regulations 2005.

☑ Paper & Cardboard 20 01 01	☐ Glass 20 01 02	☑ Small Plastics 20 01 39	☑ Small Metals (Cans etc.) 20 01 40
☐ Small Wood 20 01 38	☐ Textiles 20 01 11	☑ Bio Degradable Kitchen & Canteen Waste 20 01 08	☑ Mixed Municipal Waste 20 03 01

Producer: URBAN SPLASH 2017 COMMERCIAL LTD Producer Signature: Claire Thomas

Industry: OFF SIC code: 41 • 10 / 0 Transfer Note from - to: 24/06/2017 - 31/01/ 18

7) Pre-Treatment Confirmation

Which of the following items of your waste stream are currently recycled or recovered at the address in Section 1.

		Approx. % of Total Waste			Approx. % of Total Waste
Paper	☐		Food / Edible Oils & Fats	☐	
Card	☐		Animal by-products	☐	
Wood	☐		Toners/Ink Cartridges (Non Hazardous)	☑	
Glass	☐		WEEE (Non Hazardous Waste Electrical and Electronic Equipment)	☑	
Plastic	☐		Other Please state process of recycling/recovery below	☐	
Metal	☐				
Compostable	☐				

8) Declaration

I confirm that the waste described by the named company in Section 1 and herein described has been treated* as detailed above through source segregation. Should your waste management activities change from those declared above, B & M Waste Services must be notified immediately in writing.

I confirm that the company in producing the waste has applied the waste hierarchy in the following priority order:
a) prevention; b) preparing for re-use; c) recycling; d) other recovery (for example, energy recovery); e) disposal

Signature: Claire Thomas Position in Company: Director

Name: (Please Print) Claire Thomas Date: 06/07/2017

* Treatment means physical, thermal, chemical or biological processes (including sorting) that change the characteristics of the waste in order to reduce its volume or hazardous nature, facilitate it's handling or enhance recovery (Regulation 2 - Landfill (England and Wales) Regulations 2002)

This is a legal document: This two page document must be retained by you for at least two years.

CIWM

Terms of Business

In these Conditions, "You" means the customer identified overleaf and any party who accepts our services in connection of your business.

We agree to supply the equipment **("Equipment")** and services **("Services")** specified overleaf to you only on the following conditions.

1. Duration & Appointment

1.1 This agreement shall commence on the agreement date (specified overleaf) and shall continue unless terminated in accordance with these conditions.

1.2 The Services to be provided under this agreement shall commence on the date **("Commencement Date")** which is:

1.2.1 the delivery date specified overleaf (if any); or

1.2.2 if no such delivery date is specified, the date falling one month from the agreement date, or

1.2.3 (if later) the date upon which the minimum notice period you are required to give to terminate your current contract with an existing supplier of the Services expires or the date such contract actually terminates

1.3 The Services shall (unless otherwise specified overleaf) be supplied for a minimum period of 104 weeks from the Commencement Date **("Initial Service Period")** and, after that, shall automatically continue to be supplied for a further 12 months **("Extended Service Period")** at the end of the Initial Service Period and at the end of each Extended Service Period unless this agreement is terminated in accordance with these conditions.

1.4 You appoint us as your exclusive supplier of the Equipment and Services in respect of the waste specified in section 6 overleaf **("Waste")** for the duration of this agreement. You agree not to obtain the Services or substantially similar services in connection with the Waste from any third party for the duration of this agreement.

2. Charges & Payment

2.1 You shall pay us the agreed charges specified in section 2 overleaf in accordance with this condition. The charges are exclusive of VAT which will be charged at the applicable rate. Time for payment of all amounts payable by you shall be of the essence of this agreement.

2.2 We may increase the charges for the Services if:

2.2.1 our costs in supplying the Services to you increase (including, but not limited to, disposal costs, fuel increases, taxes, duties, changes to laws, rules and regulations);

2.2.2 you amend your instructions,

2.2.3 you request changes to the agreed frequency or volume of Services, or

2.2.4 the "empty per lift per bin" charge which is based on a maximum weight specified in section 2 overleaf **("Maximum Weight")** and the actual average weight per collection exceeds the Maximum Weight

2.3 You will pay the charges to us as follows:

2.3.1 When "standard credit" terms are agreed you shall pay us by no later than the 20th of every month following the date of invoice

2.3.2 When "advance" terms are agreed you shall pay us in advance of the Commencement Date for the first advance period of service (specified in section 4 overleaf) and in advance of each subsequent period of service thereafter.

2.3.3 When "direct debit" terms are agreed you will be invoiced monthly in arrears and shall pay us by no later than the 20th of the month following the date of invoice

2.3.4 When "monthly deposit" terms are agreed you shall pay us the equivalent of 1 months' service charge **("Deposit")** in advance of the Commencement Date. The Deposit shall be reimbursed to you on termination of the agreement and/or applied towards any arrears on your account. You will, on demand, pay us such sum as shall be necessary to ensure that the Deposit is equivalent to not less than 1 months' service charge

2.4 If you do not pay us on the due date agreed between us you will pay:

2.4.1 interest at 8% above the Bank of England base rate as prescribed under the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts (Interest) Act 1998; and

2.4.2 compensation/debt collection costs as prescribed under the Late Payment of Commercial Debts Regulations 2002 based upon the amount outstanding (which are currently as follows: debts up to £999.99 - £40, debts £1,000 to £9,999.99 - £70, debts of £10,000 and over - £100); and

2.4.3 £25 for non payment of a direct debit; and

2.4.4 £5 for each reminder letter, e-mail, phone call and statement.

2.5. We reserve the right to carry out credit reference checks on you which may show up on your credit record or affect your rating.

3. Our services

3.1 We will use reasonable endeavours to:

3.1.1 provide the Services to you; and

3.1.2 meet any collection dates but any such dates shall be estimates only and time of performance shall not be of the essence and we may make changes to the times and dates of the provision of the Services in order to meet our operational requirements and in order for us to develop and improve our service to you.

3.2 You agree that our records will be proof of performance of the Services. If you require proof of performance of the Services then we will provide this subject to your payment of an administration/document fee of £8.00 plus VAT per request.

4. Waste

4.1 We will collect the waste as described by you in accordance with applicable statutory requirements and deposit your waste at a licensed site

4.2 Our policy is to collect containerised waste. We may at our discretion, or on your direct instruction, remove occasional excess or loose waste as an additional charge to you. If this occurs on a regular basis we reserve the right to review your container requirements

4.3 You, your employees and agents will at all times comply with all health and safety and environmental laws from time to time in force.

4.4 You will not include contaminated waste or any "hazardous waste" (as defined in the Hazardous Waste (England & Wales) Regulations 2005 **("Regulations")** (or any subsequent regulations or other statutory regulatory requirements relating to the disposal of waste) with the Waste. You hereby indemnify and will continue to indemnify us against all liabilities, costs, fines, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of this condition (save were we have previously agreed in writing to deal with such contaminated or hazardous waste)

4.5 Subject always to condition 8 ownership of, risk in, and responsibility for the waste will remain vested with you until such time as we remove it.

4.6 You will ensure that the Equipment is not overloaded nor filled with unsuitable waste such as building rubble, soil, concrete and similar waste

5. Equipment

5.1 You will:

5.1.1 allow us, our employees and agents unhindered access to the Equipment at all times in order for us to perform our obligations under this agreement failing which we will be entitled to suspend the Services pending proper access to the Equipment and to repair, move, remove or inspect the Equipment;

5.1.2 keep the Equipment at the agreed and risk assessed location,

5.1.3 not deface, obscure or remove any markings or indications attached to the Equipment showing our ownership thereof;

5.1.4 not add or attach any markings or indications to the Equipment;

5.1.5 keep the Equipment in a clean and sanitary condition (at your own cost),

5.1.6 use you best endeavours to (a) ensure that the Equipment is at all times situated in a safe place and does not cause any obstruction or danger to any person or third party and (b) prevent any persons from misusing the Equipment; and

5.1.7 inform us immediately you become aware of any issues which affect the use of the Equipment and/or the Service including, without limiting the generality of the foregoing, any "near misses" or breaches of health and safety legislation.

5.2 The Equipment remains our property and you are a mere bailee. You indemnify us for any loss, damage or costs (including the costs of repairing or replacing the Equipment) whatsoever and howsoever arising whilst the Equipment is on your premises, or under your control.

5.3 We may on termination of the agreement for whatever reason charge you for the actual costs of any refurbishment of the Equipment. This refurbishment charge is subject to a minimum of £50 plus VAT for a wheeled bin container, and £130 plus VAT for a F.E.L. container.

6. Collections and Suspension of Service

6.1 You will pay us the full cost of scheduled container empties not collected by us on your premises due (but not limited to):

6.1.1 a failure by you to provide access to us pursuant to these conditions ; or

6.1.2 third parties restricting access to the Equipment or your premises; or

6.1.3 if you fail to notify us in writing not less than 7 days prior to a site closure due to public holiday, bank holiday, local holiday or any other reason whatsoever.

6.2 Any additional collections will be charged to you at a pro rata rate.

6.3 We may continue to charge you if we have suspended service due to your non-payment or breach of these conditions. Subject to condition 4, upon re-commencement of the Services we may collect any additional accumulated waste.

7. Our Liability to You

7.1 Nothing in this agreement shall limit or exclude our liability for:

7.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors, or

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to condition 7.1 we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

7.2.1 loss of profits;

7.2.2 loss of sales or business,

7.2.3 loss of agreements or contracts

7.2.4 loss of anticipated savings,

7.2.5 loss or damages to goodwill; and

7.2.6 any indirect or consequential loss.

7.3 Subject to condition 7.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any loss arising in any year of this agreement in respect of any one event or series of connected events shall not exceed the annual charges actually paid by you to us for the relevant year.

7.4 We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement as a result of events beyond our reasonable control including but not limited to acts of god, extreme weather such as floods and snow, terrorist attack, strike, lockout, labour or civil disturbance, compliance with any law or any action taken by a government or public authority, breakdown of plant and machinery and where there is a shortage in the market place of materials, such as fuel, and non-performance by suppliers or subcontractors

8. Your Liability to Us

8.1 Subject to condition 7.1, you indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:

8.1.1 any breach of these conditions by you, your employees or agents, or

8.1.2 the provision of the Services

9. Termination

9.1 In the event that you wish to terminate this agreement:

9.1.1 after the Commencement Date you may give written notice (in the manner set out in condition 11) to us no less than three and no more than six calendar months' before the end of the Initial Service Period or the relevant Extended Service Period, to terminate this agreement at the end of the Initial Service Period or the relevant Extended Service Period, as the case may be; or

9.1.2 in advance of the Commencement Date you may give written notice to us (in the manner set out in condition 11) to terminate this agreement and you will pay us an early termination payment calculated in accordance with condition 9.3 below.

9.2 Without affecting any other rights or remedies available to us, we have the right to terminate this agreement with immediate effect if:

9.2.1 you commit a material breach of any of the terms of this agreement and (if that breach is remediable) fail to remedy that breach within 14 days of receipt of a written notice requiring you to do so; or

9.2.2 you repeatedly breach any of the terms of this agreement in a manner as to reasonably justify our opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this agreement; or

9.2.3 (a) an order is made or a resolution is passed for your winding up, or an order is made for the appointment of an administrator to manage your affairs, business and property, or such an administrator is appointed, or a receiver is appointed of any of your assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or you take or suffer any similar or analogous action in consequence of debt, or are a arrangement or composition is made with your creditors or an application to a court for protection from your creditors is made by you; or (b) if you are an individual, you are the subject of a bankruptcy petition or order; or (c) you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business; or

9.2.4 We find that it is unsafe to collect waste from your premises or you are in breach of condition 4.4

9.3 In the event that this agreement is terminated before the end of the Initial Service Period or the relevant Extended Service Period you will pay us immediately on demand an early termination payment calculated to be an amount equivalent to 40% of the aggregate empty charges and rental charges which would have become payable by you for the Equipment and Services to be provided by us from the effective date of termination to the end of the Initial Service Period or the relevant Extended Service Period, as the case may be.

9.4 In the event of your default of these conditions you shall pay us immediately upon demand an amount equivalent to 40% of the aggregate empty charges and rental charges which would have become payable by you for the Equipment and Services to be provided by us to the end of the Initial Service Period or the relevant Extended Service Period, as the case may be as liquidated damages. You agree that this sum represents a genuine pre-estimate of our loss in the event of your breach.

9.5 We may terminate this agreement on giving you not less than one month's written notice

9.6 On termination of this agreement for any reason: (a) you shall immediately pay all outstanding unpaid invoices and interest and, in respect of Services supplied for which no invoice has been submitted, we shall submit an invoice, which shall be paid by you immediately on receipt. (b) you shall return (or make arrangement for) return of the Equipment. Until the Equipment has been returned or collected you will be solely responsible for its safe keeping and will not use the same for any purpose not connected with this agreement.

10. General

10.1 This agreement is personal to you and cannot be assigned without our prior written consent. We may at any time assign, transfer, mortgage, charge, sub-contract or delegate in any manner any or all of our rights or obligations under this agreement to any third party or agent.

10.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, Directive Waste Service Agreement or other document or information issued by us shall be subject to correction without any liability to you

10.3 This agreement constitutes the whole agreement between you and us and supersedes any previous arrangement, understanding or agreement between you and us relating to the subject matter of the agreement. In the event that any conditions in your order conflict with these conditions, these conditions shall prevail.

10.4 You acknowledge that, in entering into this agreement, you do not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) that is not set out in this agreement. No variation of this agreement shall be effective unless it is in writing and signed by us, and these conditions shall prevail over any you seek to impose.

10.5 If any of these conditions is held to be invalid or unenforceable that will not affect the validity and enforceability of the rest

10.6 Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing this agreement.

11. Notices

11.1 A notice (or other communication) given by you under or in connection with this agreement shall be (a) in writing (which does not include email) (b) signed and sent by you (and you agree that you will not authorise a third party to sign and send such notice on your behalf) (c) sent to us by first class post pre-paid recorded delivery to our address specified on the agreement or such other address as we notify to you in writing

11.2 A notice not served in accordance with this condition 11 shall be invalid

12. Governing Law

12.1 This agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

13. Data Protection

13.1 Bagnall & Morris (Waste Services) Limited of Iris House, Dock Road South, Wirral, CH62 4SQ is the data controller for the purpose of the Data Protection Act 1998. By proceeding to use our services you consent that we may process the personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy which can be found on our website www.bagnallandmorris.com. In particular, we may use information we hold about you for the purposes of ensuring that your service requirements are met and that we are able to keep you informed of new services or offers that may be of interest to you. We may also share this data with our group and associated companies

13.2 The data that we collect from you may be transferred to, and stored or processed at, a destination outside the European Economic Area ("EEA"). By submitting your personal data, you agree to this transfer, storing or processing.

13.3 Please address any questions, comments and requests regarding our data processing practices to **info@bagnallandmorris.com**

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