

USE OF RECYCLING CENTRES FOR DISPOSAL OF NON-HOUSEHOLD WASTE BY TRADE/COMMERCIAL OPERATORS

Effective from: 4 February 2019

TERMS AND CONDITIONS

The use of Recycling Centres operated by the Fife Resource Solutions for the disposal of non-household waste is permitted only on the following conditions:

1. General

- 1.1 Failure to comply with any requirements in these terms and conditions may result in entry to, or use of, one or all of the Recycling Centres being refused.

2. Recycling Centres

- 2.1 Only the following Recycling Centres may be used for the disposal on non-household waste:

Centre Name	Centre Address
Dalgety Bay Recycling Centre	Ridge Way, Dalgety Bay, KY11 9JD
Dunfermline Recycling Centre	Lochhead Landfill Site, north of Wellwood, Dunfermline, KY12 0RX
Glenrothes Recycling Centre	Cable Road, Glenrothes, KY6 2SY
Ladybank Recycling Centre	Lower Melville Wood Landfill Site, Ladybank, KY15 7UL
Lochgelly Recycling Centre	Cartmore Industrial Estate, Lochgelly, KY5 8LL
Kirkcaldy Recycling Centre	Denburn Road, Kirkcaldy, KY1 2HE
Methil Recycling Centre	Steelworks Brae, Methil, KY8 2HY
Pittenweem Recycling Centre	Charles Street, Pittenweem, KY10 2QH
St. Andrews Recycling Centre	Largo Road, St. Andrews, KY16 8PJ

- 2.2 FRS reserves the right to amend the number of Recycling Centres designated to accept commercial waste on giving not less than 21 days' notice. A notice of change shall be given via e-mail.
- 2.3 The opening hours of each centre can be found here: www.fifedirect.org.uk/recyclingsites

3. Use of Recycling Centres

- 3.1 Only Customers that have a registered and verified an online account may use the Recycling Centres for the disposal of non-household waste.

- 3.2 Customers must have a current Waste Carrier's Licence or an exemption letter from the Scottish Environment Protection Agency (SEPA).
- 3.3 Customers must exhibit their payment card to the Recycling Centre staff.
- 3.4 Customers may not allow any other party to use their payment card. This is a material condition and any breach of it will entitle Fife Resource Solutions to terminate the Customer's account and deny them further access to the Recycling Centres.
- 3.5 Customers may only use the Recycling Centres to dispose of non-household waste which they have produced. They may not use them to dispose of waste produced by third parties.
- 3.6 **Waste Management Companies may not use the Recycling Centres to dispose of waste.**
- 3.7 Fife Resource Solutions reserves the right to refuse any material that it deems unacceptable. Only non-hazardous waste will be accepted. Any waste Fife Resource Solutions considers to be hazardous will be refused. Guidance on the classification of waste can be found at <https://www.sepa.org.uk/regulations/waste/guidance/>
- 3.8 Notwithstanding the foregoing generality, the following materials are not permitted:
 - bulky landfill waste, e.g. mattresses, upholstered furniture, carpets;
 - batteries, including vehicle;
 - food waste;
 - gas cylinders;
 - sheet glass;
 - plasterboard or gypsum;
 - tyres;
 - vehicle and cooking oil; and
 - WEEE – waste electrical or electronic equipment.
- 3.9 All waste must be separated and broken down as much as possible before entering the site, and only deposited into a container appropriate for that waste type.
- 3.10 Customers must report to Recycling Centre staff before unloading any material.
- 3.11 Recycling Centre staff will determine the composition of each load and the relevant Charges.
- 3.12 Where Customers disagree with the onsite staff decision on load contents and/or the assessed Charges, they may only decline to use the site and leave with the waste or proceed on the basis of the assessment.

Customers may subsequently request a review of an assessment by contacting:

E-mail: sales@refsol.co.uk
Telephone: 03451 55 11 55

- 3.12 A request for a review must be received by Fife Resource Solutions within 14 days of the assessment failing which the assessment shall be final.
- 3.13 Customers must comply with the centres' access policy:
www.fifedirect.org.uk/recyclingcentres
- 3.14 Customers must also comply with the directions of centre staff.
- 3.15 It is the responsibility of the Customer and his/her staff to clean up any breakages, spillages, etc. as they occur.
3. Tipper trailers and pick ups can be used, however, bays are not available to enable these vehicles to eject the waste mechanically and, therefore, all materials must be manually transferred to the relevant skip.

4. Charges

- 4.1 Customers will be charged for the disposal of their waste in accordance with the Pricing Schedule available from sales@refsol.co.uk
 - 4.1.1 The minimum charge is a quarter load.
 - 4.1.2 Loads can be mixed, materials should be separated and broken down before visiting the site for ease of assessment and disposal.
 - 4.1.3 Mixed loads will be charged at the highest priced item, if not easily distinguishable into quarters.
 - 4.1.4 Any loads deposited without the knowledge or permission of staff, or in any manner other than as staff have directed, shall be charged at the highest rate provided in the Pricing Schedule for the size of vehicle used by the Customer.
 - 4.1.5 If the size of vehicle is unknown when a load has been deposited without permission of the staff, then the largest vehicle and highest rate will be charged.
- 4.2 The Charges will be deducted from the Customer's balance. If there are insufficient funds on the Customer's account they will not be permitted to proceed.
- 4.3 If a Default Charge is imposed, it will in the first instance be deducted from the Customer's account and, in the event the account has insufficient funds, or the customer does not have a registered account, an invoice will be issued for the outstanding balance.

5. Duty of Care – Waste Transfer Note

- 5.1 Businesses have a legal responsibility and duty of care to ensure that they produce, store, transport and dispose of their business waste without harming the environment. They are responsible for their waste until they have transferred it to an authorised person. They must segregate, store and transport their waste appropriately and securely, making sure that they do not cause any pollution or harm to human health and check that their waste is transported and handled by people or businesses that are authorised to do so.
- 5.2 Fife Resource Solutions will issue a Waste Transfer Note which will be valid for 12 months to Customers with a verified account which is in credit. The Waste Transfer Note will be renewed at the end of the 12 months provided the customer continues to have a verified account that is in credit.

6. Data, Automatic Number Plate Recognition and Body Cameras

- 6.1 Fife Resource Solutions' policies on the processing of customers' data, its use of automatic number plate recognition and the body-worn cameras used at the Recycling Centres can be found here:
<http://www.refsol.co.uk/about-us/privacy-notice-fife-resource-solutions/>

7. Definitions

- 7.1 The following terms shall have the following meanings:

Charges:	means the charges due by the Customer in terms of clause 4.
Customer:	means customers who have registered an online account which has been verified by Fife Resource Solutions.
Recycling Centres:	means the recycling centres detailed in clause 2 hereof.
Fife Resource Solutions:	means the limited liability partnership called Fife Resource Solutions LLP (Company Number SO304506) having its Registered Office at Fife House , North Street, Glenrothes, KY7 5LT.
Waste Management Company:	means a business that has as part of its core activities the collection and disposal of third party commercial or household waste either in a skip or waste collection vehicle.

8. Jurisdiction

- 8.1 The Contracts to follow hereon shall be governed by the law of Scotland and the Contractor and the Customer submits to the exclusive jurisdiction of the Scottish Courts.