

**SECTION A: APPLICANT INFORMATION**

Completed on behalf of the Applicant ( <i>Company Name where applicable</i> ):		
Trading Name ( <i>if different</i> ):		
Address:	Correspondence Address:	Billing Address:
Company Number ( <i>where relevant</i> ):		
Name of Main Contact: <i>Please give details of who to contact in the event of site closure</i>		
Telephone Number: <i>Main office no. &amp; mobile no. where applicable</i>		
Email Address: <i>This may be used to notify of site closures</i>		
Please select whether this is a new application or renewal:    New <input type="checkbox"/> Renewal <input type="checkbox"/>		
<i>Renewal applications must be made no later than 20<sup>th</sup> March for the following licence year (being 1<sup>st</sup> April to 31<sup>st</sup> March)</i>		
Please confirm if you are applying for a licence for:	Option A: the whole /remainder of the Licence Year <input type="checkbox"/>	
Period of Temporary Licence ( <i>insert if relevant</i> ):	<b>OR:</b> Option B: Temporary Period <input type="checkbox"/>	
Please confirm whether you will or are likely to discharge chemical toilet ("blue loo") waste as part of discharging waste at any AWS sites under this application / licence: Yes: <input type="checkbox"/> No: <input type="checkbox"/>		

**SECTION B: PREFERRED DISPOSAL SITES (WRCs)**

*Please note that AWS may not be able to meet these requirements. This will be confirmed as part of the assessment of your application once submitted and will be confirmed in writing. Availability of sites will depend upon site capacity and operational and or regulatory requirements and may change from time to time*

List of Currently Available Sites/Locations of Water Recycling Centre (discharges to be made only at the designated named and marked locations at the site)	Town/County and Post Code	Form of Access <sup>(1)</sup>	Tick to indicate preferred WRC	Max Volume per month (m <sup>3</sup> )
Attleborough WRC	Attleborough NR17 1AW	Key		
Basildon WRC - Weighbridge	Basildon SS13 1DB	Card		
Bedford WRC - Weighbridge	Bedford MK41 9RZ	Card		
Broadholme WRC - Weighbridge	Irthlingborough NN9 5RE	Card		
Caister WRC - Flowmeter	Great Yarmouth NR30 5TE	Key		
Cambridge WRC - Weighbridge	Cambridge CB4 4DL	Key		
Canwick WRC (Lincoln) - Weighbridge	Lincoln LN4 1EF	Key		
Chalton WRC - Weighbridge	Luton LU4 9UQ	Key		
Corby WRC - Weighbridge	Corby NN17 5UE	Card		
Cotton Valley WRC (Milton Keynes) - Weighbridge	Milton Keynes MK15 9PA	Card		
Diss WRC	Norfolk IP22 4JG	Key		
Felixstowe	Suffolk IP11 3HH	Key		
Flag Fen WRC (Peterborough) - Weighbridge	Peterborough PE1 5QR	Card		
Fornham WRC (Bury St Edmunds)	Bury St Edmunds IP28 6JH	Key		
Great Billing WRC – Weighbridge	Northampton NN3 9BX	Card		
Harwich & Dovercourt WRC - Weighbridge	Harwich CO12 5HD	Key		
Haverhill WRC	Haverhill CB9 7UR	Key		
Ingoldmells WRC - Weighbridge	Skegness PE25 1JJ	Key		
Kings Lynn WRC - Weighbridge	Kings Lynn PE34 4BZ	Card		
Lowestoft WRC (Ness Point) - Flowmeter	Lowestoft NR32 1UZ	Key		
Marston WRC – Imports after 10.00 Mon to Fri Only – via booking	Grantham NG32 2HX	Key		
Pyewipe WRC - Flowmeter	Grimsby DN31 2SY	Card		
Saffron Walden WRC – Import hours 1230-1700 Mon to Fri only	Saffron Walden CB10 1BT	Key		
Spalding WRC	Spalding PE11 2BB	Key		
Stalham WRC - Flowmeter	Norwich NR12 9LQ	Key		
Sudbury WRC	Sudbury CO10 1XR	Key		
Tilbury WRC - Flowmeter	Tilbury RM18 7NR	Card		
Whitlingham WRC - Weighbridge	Norwich NR14 7DU	Card		
Wymondham WRC	Wymondham NR18 9EL	Key		

**(<sup>1</sup>) Where your licence application is approved, you will be issued with keys or swipe cards for the relevant sites. There will be a charge of £30.00 for amending access/weighbridge cards details once issued. A charge of £50 will be payable per key / card which is lost, damaged and or needs to be replaced.**





## Section E: LICENCE TERMS AND CONDITIONS

The following terms shall apply to the Licensee where a Licence is granted following the application made herein, and shall apply for the duration of the Licence (and thereafter where the context so requires).

### 1) Defined Terms

- a) The following terms shall have the following meanings for the purposes of this document:
- i) **"AWS"** means Anglian Water Services Ltd (company number 2366656)
  - ii) **"AWS Authorised Representative"** means the Recycling and Environmental Compliance Operational Administrator
  - iii) **"Domestic Waste"** means the liquid waste of domestic origin being normal contents of a lavatory and the liquid waste from washing people, clothes or household items collected and held in a septic tank and or cess pool. Below is a list of typical waste which are not domestic, this list is not exhaustive and if there is any doubt the Licensee should contact AWS. Domestic Waste does not include:
    - (1) Wastewater from any trade or business (including where generated at a premises whose primary use is domestic occupation)
    - (2) Animal waste
    - (3) Water from the cleaning of road gullies
    - (4) Water used to clean or wash buildings pavements or roads
    - (5) water used for fire fighting purposes
    - (6) Water from flooded premises
    - (7) Water from heating systems
    - (8) Waste borehole water
  - iv) **"Licensee"** means a third party applicant who has applied for and has been granted a Licence by AWS
  - v) **"Licence"** means a licence granted by AWS to the Licensee for the discharge of Domestic Waste at one or more of AWS's WRCs
  - vi) **"WRCs"** means AWS' water recycling centres (as identified in the relevant Licence)

### 2) Consideration of Application

- a) Upon receipt of the application by AWS, AWS shall review the application.
- b) The applicant will be notified in writing whether the application is approved or rejected.
- c) Where an application is rejected, the applicant will be notified in writing of the reasons for such rejection, and the applicant may re-submit their application at any time where they can overcome the reasons for such rejection.
- d) Where the application is approved, subject to AWS receiving (i) a signed Waste Transfer Note from the applicant and (ii) any required security documentation (where applicable), AWS shall issue a formal licence confirming the maximum volume of Domestic Waste that may be discharged at specific WRCs, together with any other conditions as may be applicable. These terms and conditions shall apply to any Licence granted to the applicant.

### 3) Financial Due Diligence

- a) AWS will carry out a credit check on either (a) all new applicants who have not previously / recently held a Licence with AWS; and / or (b) where the total value of the services to be provided by AWS during the Licence Period is expected to exceed £20,000; and / or (c) where the applicant has previously defaulted in paying sums due to AWS.  
In the event that the credit check / report states that the applicant has an unsatisfactory credit rating / score (such as an Experian Commercial Delphi rating of "above average risk" or worse"), then the Licensee acknowledges that the approval of any Licence by AWS shall be subject to and conditional upon the applicant providing financial security (known as "Security") which (at the applicant's option) shall either be:
  - i) An advance payment / security deposit equivalent to 4 months charges based upon the maximum discharge volume per month set out in Section B, ("Deposit Sum"); or
  - ii) A parent company guarantee in the form specified by AWS, and from a parent company whose credit rating is acceptable to AWS taking into account the credit risk of the applicant;
- b) Where the application has been approved subject to the receipt of any Security being provided (i.e. cleared funds (where relevant) and or signed separate parent company guarantee), then (i) the

Licence will not become valid and / or operational and or (ii) and the Licensee shall not be entitled to discharge any Domestic Waste at any WRC until such Security (in the required form) has been provided by the applicant. Such Security must be provided within 28 days of being notified of the outcome of the application by AWS. If such Security is not provided within this time, the applicant will be required to submit a new application if they still wish to use AWS WRCs for the discharge of Domestic Waste.

- c) Where a Licensee currently provides Security to AWS, the requirement for Security will be reviewed upon any application to renew a Licence. Provided that (i) the applicant's credit rating has improved and is "below average risk" or better and / or (ii) the applicant can demonstrate that it has paid all sums due to AWS for the charges arising under their Licence in accordance with AWS's standard payment terms for a minimum of 12 months; then AWS shall remove the requirement for the Security, and refund any sums held by it as security (where applicable). To the extent that the Licensee subsequently defaults on payment, or their credit rating falls below an acceptable level, then AWS shall be entitled to require the Security set out above and / or shall be entitled to terminate the Licence forthwith on notice.

#### **4) Licensee's obligations**

- a) The Licensee shall ensure that any Domestic Waste delivered to any WRC complies with the description set out in the relevant Waste Transfer Note. Title to any Domestic Waste delivered to a WRC shall transfer to AWS when it is (with AWS's authority) deposited at the relevant WRC in accordance with the terms set out in this Licence. AWS shall not be obliged to accept, and title shall not pass, in respect of any Domestic Waste or other material not complying with the provisions of this Licence or which AWS is unwilling or unable to legally accept.
- b) The Licensee shall bear all risk and responsibility for loss or damage to its own property howsoever arising from the delivery and discharge of any Domestic Waste by it
- c) The Licensee shall hold and maintain for the duration of the Licence, public liability insurance to a minimum value of £2 million per event and will provide evidence of such cover upon request by AWS from time to time.
- d) AWS reserves the right to carry out audits of all relevant Licensee's paperwork related to Domestic Waste collection and discharge at any time

#### **5) Charges and Invoicing**

- a) Charges for discharging Domestic Waste are published by AWS in its annual Charges Scheme / Schedule Which are exclusive of VAT and any other duties taxes of levies which will also be charged where applicable. Where functioning weighbridges are present at the relevant WRC, these must be used and discharges of Domestic Waste will be charged on the basis of the volumes measured by such weighbridges (1m<sup>3</sup> of Domestic Waste will be assumed to equal 1 tonne). Where weighbridges are not present / operational at the relevant WRC, discharged Domestic Waste will be charged using the volume measured by a flow meter. For the avoidance of doubt, where there is either (i) no volumetric or weight based measurement system at the WRC or (b) the volumetric or weight based measurement system is not operational (for any reason), or (c) the volumetric or weight based measurement system is not used by the Licensee, then the vehicle will be deemed to be carrying and discharging a full load of Domestic Waste. The "full load" shall be calculated based on the recorded capacity of that vehicle which was provided as part of Discharge Licence application
- b) After the end of each calendar month, AWS will invoice the Licensee for all Domestic Waste disposed of at AWS WRCs in the previous month. All invoices are due for payment (without any deduction or set off) within 28 day of the date of the invoice unless otherwise agreed previously in writing with AWS. Interest at the rate of 8% per annum shall be payable in the event of late payment, and shall accrue on a daily basis until payment is made. AWS shall also be entitled to suspend and or terminate the Licence in the event of non payment.
- c) If the Licensee disputes any invoice or other statement of monies due, the Licensee shall immediately notify AWS in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the parties have not resolved the dispute within 30 days of the Licensee giving

notice to the Company, the dispute shall be resolved in accordance with clause 10(e) Where only part of an invoice is disputed, the undisputed amount shall be paid by the due date

## **6) Licence Variation**

- a) AWS reserves the right to modify, vary or add to the above conditions to meet the requirements of any new legislation, the requirements of the Environment Agency, or operational needs at the specific AWS WRC. AWS accepts no responsibility for costs incurred by the Licensee as a result of these or any other changes, including without prejudice thereto, any changes in Licence volumes. AWS also reserves the right to remove the availability of a WRC from this Licence (on either a permanent or temporary basis) on 7 days written notice at any time where required due to operational or regulatory reasons. Shorter notice will be given where this is an operational emergency. Where this occurs, the Licensee shall no longer be entitled to discharge at that WRC and the volume of Domestic Waste associated with that WRC will be deemed to be removed from the Licence either on a temporary or permanent basis (as notified by AWS)
- b) Notwithstanding the foregoing, AWS reserves the right to modify, vary or add to the above conditions at any time and for any reason on giving the Licensee at least 30 days written notice ("Notice Period"). In the event that the Licensee does not wish to accept the amendments, the Licensee can terminate the Licence at any time prior to the Notice Period expiring, after which time, the Licensee shall be deemed to have accepted the amendments

## **7) Termination of Licence**

- a) AWS may terminate the Licence at any time without liability to the Licensee on giving the Licensee at least 30 days prior notice in writing.
- b) AWS shall be entitled to revoke or terminate the Licence forthwith on written notice, in the event that the Licensee fail to comply with the terms of its Licence such as but without limitation, discharging excess volumes; using incorrect discharge points; discharging waste out of hours; using unauthorized vehicles; discharging unlicensed waste material. AWS may also take legal action (both civil and criminal proceedings) against the applicant / Licensee in respect of any illegal discharge offences
- c) AWS shall be entitled to terminate the Licence forthwith on written notice to the Licensee, if the Licensee becomes bankrupt or insolvent (except for the purpose of a bona fide amalgamation or reconstruction) or any receiver or administrator or similar person is appointed in respect of that party or enters into any arrangement with its creditors or takes or suffers any similar actions in consequence of a debt, or where AWS reasonably believes that any of the foregoing events is about to occur
- d) Where any non licenced / illegal discharge of waste is made, then a charge of £50 per m<sup>3</sup> will be payable, and notwithstanding such a charge, AWS shall be entitled to revoke or terminate the Licence forthwith on written notice.
- e) Upon termination or expiry (and non renewal) of any Licence, the Licensee shall be responsible for ensuring that all site keys, weighbridge fobs, ID cards, and any other property of AWS is returned to AWS within 14 days. The Licensee shall be liable for all losses and or costs incurred by AWS arising out of or in connection with a failure by the Licensee to return such property.
- f) In the event of the expiry or termination of the License all rights and obligations of both parties shall cease but without prejudice to any right of either party which may have accrued, including (without limit) AWS's right to be paid in respect of all services provided up to the date of termination

## **8) Procedure and conditions for Discharging Domestic Waste**

- a) AWS plans to implement an online booking portal for making appointments for the Licensees to discharge domestic waste at AWS sites. AWS shall notify the Licensee when such booking portal becomes available and once implemented, the Licensee shall be required to book a discharge appointment using the online booking system provided by AWS (or any other means made available by AWS from time to time). This booking system will link to the AWS weighbridges, flowmeters and ANPR CCTV system which will monitor and record all traffic entering site and will be used to match the Licensee's vehicles with booked discharge slots, preventing unauthorised



entry. The Licensee acknowledges and accepts that AWS shall be under no obligation to accept any vehicle or Domestic Waste at a site which has not been pre-booked. Where the Licensee fails to utilise a discharge appointment and has failed to cancel the discharge appointment with less than 48 hours' notice, then the Licensee shall be charged a cancellation fee of 15% of a full load of Domestic Waste (based on the capacity of the vehicle that was scheduled to discharge at the site). AWS reserves the right to terminate this Licence in the event that there are repeated or persistent cancellations by the Licensee.

- b) All vehicle operators / staff of the Licensee who enter any WRC must complete the AWS Domestic Waste Health and Safety Induction as a condition of this Licence. Any individual who has not completed the required training may be refused entry into any WRC. Such training must be undertaken at least once every 12 months
- c) The Licensee (and its staff) shall be required to obey any reasonable directions or instructions given by AWS staff when on site and comply with the following rules:
  - i) Comply at all times with the safety rules set out in the AWS Domestic Waste Health & Safety Induction presentation, including without limitation, the requirement to wear the correct PPE and signing in/out of site procedures.
  - ii) Always obey the traffic routing system and speed limits and all other health and safety signage / instructions visible at the relevant WRC.
  - iii) where requested by any AWS employee, provide details and or copy of their relevant discharge Licence
- d) If the Licensee is discharging at an unmanned WRC, the Licensee shall always ensure that the site gate is closed and locked whilst the Licensee is on site and upon leaving, to prevent any unauthorised persons from gaining access to the WRC at any time. Any loss or damage to AWS site access keys / cards must be reported to the AWS Authorised Representative as soon as practical and in any event within 24 hours.
- e) In discharging Domestic Waste, the Licensee shall:
  - i) comply with (and shall procure that all persons handling Domestic Waste shall comply with) the Duty of Care imposed by Part II of the Environmental Protection Act 1990 (as may be amended) and all other applicable law/regulation. Without prejudice to any other provisions of this Licence, the Licensee shall indemnify AWS from and against all costs, claims, demands and liabilities arising from any failure to do so;
  - ii) Identify and use the correct discharge point prior to beginning to discharge any Domestic Waste. The discharge point should be clearly signed. If in doubt, the Licensee should not discharge any waste and shall be required to contact a member of AWS staff at the WRC, or if the WRC is unmanned, ring the AWS Authorised Representative for advice. Any discharge other than at the correct discharge point is illegal and could result in the discharge Licence being revoked / terminated;
  - iii) ensure that a valid WTN (Waste Transfer Note) is in place for the Domestic Waste the Licensee is going to discharge and that the Domestic Waste to be discharged conforms to the description set out in the Waste Transfer Note;
  - iv) use the WRC weighbridge (or where there is no operational weighbridge on site, flow meter where installed and operational) for both inward and outward movement of vehicles on and off site. Vehicles should be weighed upon arrival at the WRC and then again after the discharge of Domestic Waste has occurred. If a weighbridge or flow meter is inoperable, the Licensee must report it by contacting the number displayed on the kiosk and providing as much information as possible;
  - v) complete the Waste Site Discharge Record prior to disposal of any Domestic Waste. The Licensee shall describe the source of the waste as accurately as possible (for example septic tank waste, Ely primary school). If the Licensee has collected waste from mixed sources, the Licensee must declare each of those sources on the Waste Site Discharge Record;
  - vi) clean all spillage and keep the area around the discharge point clean and tidy. Large spillages should be reported immediately, either to site staff or to AWS's Authorised Representative
- f) AWS reserves the right to take samples of any load at any time either (a) where it suspects the load is not being discharged in accordance with the Licence; and / or (b) to check that the levels of key substances are in line with what is reasonably be expected for Domestic Waste; and or (c) for routine sampling purposes; and shall be entitled to refuse permission to discharge if in the opinion of AWS's representative that the waste is not Domestic Waste.
- g) AWS shall be entitled to refuse any discharge they consider (a) to be detrimental to the WRC, and / or (b) not to be in accordance with the Licensee's Licence terms; for example, is not Domestic Waste.



- h) Discharge into either (a) any point at a WRC not specifically designated as a discharge point in the Licence, or (b) directly into the sewerage system (e.g. via manholes), is not permitted under any circumstances.
- i) A discharge may be accepted in exceptional circumstances e.g. an emergency, by an unlicensed vehicle or applicant whose licence application is pending, provided that authorisation has been given by AWS Bioresources Trading Manager (RES) prior to discharge. A record of the discharge shall be made on the "Waste Site Discharge Record – Ad-hoc" form and a sample of the waste shall be taken for analysis .
- j) Vehicles previously used for carrying material other than Domestic Waste shall be thoroughly cleansed before using the vehicle for Domestic Waste. AWS will not provide facilities for the internal or external cleansing of vehicles.

**9) Liability**

- a) Without prejudice to paragraph 4(b) above, the Licensee shall indemnify and keep AWS indemnified in respect of any loss or damage suffered by AWS, whether directly or indirectly, as a result of or in connection with any delivery and / or discharge by the Licensee including without limitation any costs or losses sustained or incurred by AWS from the Licensee's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Licence
- b) AWS shall in no circumstances be liable for any loss of profit; anticipated savings; loss of or damage to reputation or goodwill; loss of opportunity; wasted management or other staff time; losses or liabilities under or in relation to any other contract; in each case whether direct, indirect, special and/or consequential loss or damage; or for any other indirect, special and/or consequential loss or damage.
- c) AWS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Licence shall be limited to the aggregate amount paid by the Licensee for the disposal of Domestic Waste under this Licence.
- d) Nothing in these Licence terms shall have, or be deemed to have, the effect of limiting liability for:
  - i) death or personal injury caused by a party's negligence or
  - ii) fraud or fraudulent misrepresentation; or
  - iii) any matter which may not be excluded by law

**10) Miscellaneous**

- a) AWS shall have no liability to the Licensee if it is prevented from, or delayed in performing, its obligations under the Licence or from carrying on its business due to acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of AWS or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of AWS's subcontractors or where AWS's licences or consents relating to the operation of a Site are revoked or amended
- b) The failure by AWS to enforce any of the Licence terms shall not be a waiver of them.
- c) The Licensee shall not assign or transfer any of its rights or obligations under these Licence terms without AWS's prior written consent. AWS may assign novate or sub-contract its obligations under the Licence without the Licensee's consent.
- d) Notices shall be in writing and sent to the recipient by hand, first class recorded delivery pre-paid post. Notices shall be deemed to have been served, if by hand when delivered, if by first class recorded delivery post 48 hours after posting
- e) This Agreement shall be governed by and interpreted according to English law and the parties submit to the exclusive jurisdiction of the English courts.

Please complete the checklist, and return with the following documentation:	
<b>Required Attachments:</b> <i>(Please note, if the documents listed below are not enclosed with your application, any decision regarding your application will be delayed)</i>	<b>Attached Yes / No</b>
A Risk Assessment covering discharging of Domestic Waste at AWS sites. <i>Please include as a minimum the hazards set out in Anglian Water's form QSF-871 (entitled "Health and Safety Considerations for Domestic Waste discharges at AW Sites") (a copy of which can be provided upon request)</i>	
A copy of your current Public Liability Insurance Certificate to the minimum value of £2 million per event	
A copy of your Environment Agency Registered Waste Carrier Licence	
A copy of the V5 vehicle registration document for all vehicles listed in this application	
Copy of briefing records showing the AWS Domestic Waste Health & Safety Induction pack has been briefed to all employees (as listed herein) required to access AWS sites (NB all employees will be required to be briefed at least once every 12 months) <i>NOTE: this must be provided before a licence is granted</i>	
1 x Passport photo for each employee listed in this application uploaded with this application with the name of the individual made clear in respect of the relevant photo. Note: photos only required for employees who do not currently hold valid ID	
<p>I hereby make an application for a license to discharge Domestic Waste at the AWS sites set out herein, and in the event that this application is approved, I agree to the following terms:</p> <p>a) I have read and agree to be bound by the terms and conditions set out in Section E of this application form to the extent that a Licence is granted by AWS following submission of this application.</p> <p>b) If the applicant is required to provide Security (see section E), then I confirm that our preferred form of security is (<i>tick</i>):</p> <p>Parent Company Guarantee: <input type="checkbox"/> Security Deposit: <input type="checkbox"/></p> <p>c) The details provided in this application are correct to the best of my knowledge.</p> <p>In the event that this application is provisionally approved by AWS, no Licence will be issued until a valid Waste Transfer Note (signed by the Licensee) has been provided to AWS.</p>	
Signed.....Date..... By an authorised representative for and on behalf of the Applicant  Position.....	

**FOR ANGLIAN WATER INTERNAL USE ONLY  
TO BE COMPLETED BY ANGLIAN WATER upon receipt of the Application of a  
Domestic Waste Discharge Licence**

Application for Domestic Waste Discharge Licence reviewed by:	
Date of Approval / Rejection:	
Decision relating to Application for Domestic Waste Discharge Licence: <b>OPTIONS:</b> 1. Application Approved 2. Application Approved subject to and pending Security to be provided by the Applicant 3. Application Rejected	
Where the Application has been rejected (Option 3), reason(s) for rejection:	
Does the licence include discharge of chemical toilet waste? If so, licence shall be restricted to the AWS sites that have been approved to take such waste	Yes <input type="checkbox"/> No: <input type="checkbox"/>
Type of Licence:	Temporary <input type="checkbox"/> Full Year <input type="checkbox"/>
Licence Period:	_____
Licence Number	
Signed by and on behalf of AWS:	