

Example Service Specification

What is a Service Specification?

A Service Specification provides Service Providers with as much detail as possible regarding your service requirements, the detail included in a Service Specification will therefore help Service Providers to complete their Tender response.

The Specification will form part of your contract with a Service Provider and so will determine the services you receive from them. Forgetting to include key information could mean the services provided do not meet your needs which could lead to increased costs, a requirement for you to review your contract and make amendments to it, both of which could affect the relationship with your Service Provider.

We have provided example headings and clauses (wording in italics) which cover key areas of information to include in your Service Specification – remember this document is only an example and therefore you need to give thought to your organisation's expectations and needs, especially as every organisation and business is different. You can use this document as a basis for creating a Service Specification suitable for your organisation, therefore delete or amend any example clauses which may not be suitable.

Defined Terms

Within your contract documentation you will need to include a list of defined terms, these are identifiable as the word is capitalised. Defined terms are words or terms which you need define within your contract documentation to ensure that both you and your Service Provider are clear as to what is meant.

As an example, the term Working Day would have a different meaning for organisations who only open and operate Monday through to Friday i.e. an office, compared to what a Working Day would mean to organisations who operate 7 days per week i.e. a retail premise, care facility, hospitality venue or hospital.

On this basis whenever in this example Service Specification we have capitalised a word or term, these are standard terms which are commonly defined in Waste and Recycling contracts such as; Containers, Working Day, Waste, Recyclables or Recycling, Service Provider, Customer.

Scope of Service

The Scope of Service section is an initial summary of the service/s you need from a Service Provider, for example:

- When do you want the Services to be provided from and how long do you want the Contract to run for? - Contracts can run for one or multiple years, longer Contracts will reduce the need for further procurement but come at a risk if the Services being received are not satisfactory or your circumstances change. You may wish to include an option to extend the Contract to remove the need for further procurement, any extension would only occur if the Services were received have met your expectations during the initial Contract Term,
- Detail the range of Waste and Recyclables you require the Service Provider to collect – remember you need to legally separate: paper and cardboard, glass bottles and jars, food and drinks cans, plastic bottles, tubs and trays, Food Waste (if you are a food premise) and general Waste.

- Confirm where the collection services are to be provided from – provide details of your organisations location or locations if you have multiple sites. Confirm the location of dedicated bin storage areas if you have such – providing a map of your site as an appendix may be helpful if your site is large and you have multiple bin storage areas.
- Confirm the anticipated or known volumes of Waste and Recycling which you require collections of – use the information obtained from your waste audit, Business Waste Calculator or obtained from your existing Service Provider.

Aims of the Service

Detail here any specific aims you have from the Service being procured for example:

The Service Provider is required to support the Customer with the following aims, including, but not limited to:

- *Waste minimisation,*
- *Increased reuse or Recycling,*
- *Improve the quality of Recycling and reduce Contamination*
- *Combatting fly-tipping,*
- *Reducing costs and/or generating income (e.g. dry recycling, after collection costs, can offer a net income because the product has a market value),*
- *Increased efficiency and effectiveness of service, and*
- *Reducing carbon emissions (e.g. reducing pollution through changing the vehicles to run on a different source of fuel).*

In the delivery of these aims, the Service Provider is encouraged to use different tools and approaches, working jointly with the Customer to evaluate the current and future costs of collection and disposal and develop a business case to boost Recycling rates.

Service Standards

In this section provide the details about the Service Standards you expect to receive from your future Service Provider.

Ensure you detail what you expect from your Service Provider in times when things go wrong, we have provided example clauses which you can amend or delete as necessary, covering issues such as missed collections, Contamination, spillages.

The Service Provider is required to collect all Waste as required by the Customer. Waste shall be presented in the agreed containers as provided by the Service Provider and collected at the locations and frequencies as specified within the Specification.

The Customer requires a weekly/fortnightly [delete as appropriate] collection of their general Waste and weekly/fortnightly/monthly* [delete as appropriate] collections of their Recyclable materials.*

The Customer will ensure that the Service Provider can gain access to their premises and the container storage area/s on the scheduled collection day/s and will notify the Service Provider of any site closures and non-collection requirements in advance (such as weekends, Bank Holidays, school or summer holiday closure, etc.).

The Service Provider shall undertake collections only within the following times: Monday to Friday 07:00 to 18:00[amend as necessary to meet your organisations needs], unless directed by the*

Customer or unless the Customer has given express approval in writing for collections to occur outside of these times.

The Service Provider shall note that except for Christmas Day and New Year Bank Holidays, collections on other bank and public holidays shall be made as though they were normal Working Days[amend if appropriate]. Collection days over the Christmas and New Year period shall be agreed with the Customer with a view to minimising disruption.*

The Service Provider may vary or alter the times, days or frequencies of Waste and Recyclable collections, only following receipt of written approval of the Customer.

The Service Provider shall notify the Customer of any problems which may delay the collection of Waste or Recyclables from occurring, for example vehicle breakdowns, Contamination of containers, excess Waste being presented

Ad-hoc/Emergency Collections

Whilst the majority of the Services provided will follow a planned collection schedule, there may be a requirement to provide ad-hoc or emergency collection services to cope with unexpected volumes of Waste. Service Providers will endeavour to meet all reasonable requests made by the Customer in terms of ad-hoc/emergency collections.

Missed Collections

If the Waste and/or Recycling Containers are made available by the Customer at the agreed collection point and at the agreed time and date and these Containers are not collected in line with the agreed collection schedule by the Service Provider, this will be considered a missed collection.

The Service Provider shall rectify the missed collection by the end of the next Working Day at no extra cost to the Customer. This will include the collection of any additional bags of general Waste or Recycling produced as a direct result of the missed collection, again at no extra cost to the Customer.

The Service Provider shall make every reasonable endeavour to communicate with the Customer (via phone or email) and advise them if or when a collection might/will be missed.

Overweight Containers

As Customers are unlikely to know whether their containers are overweight before they are collected, the process below shall be followed.

- 1. On discovering an overweight Container, the Customer shall not be automatically charged by the Service Provider. Instead in the first instance the Service Provider should contact the Customer to advise them that their Container was overweight and by how much. Subsequently the Container weights of that Customer shall be monitored over a three-month period.*
- 2. Should the Containers continue to be consistently overweight throughout this period, the Service Provider should offer to visit the Customer to discuss their requirements and alternative Container options which are available, such as a one off clearance.*
- 3. If after monitoring the weights and offering advice, the Customer's Containers continue to be consistently overweight (e.g. the Customer has taken no advice or action to remedy the situation) then the Service Provider will be able to advise the Customer that if no solution is promptly reached their future collections will be subject to an excess weight charge per kilo*

of Waste which may vary depending on the type of Waste, depot and disposal costs within the local area but in any event which shall not be higher than 15p per kilo of Waste.

Contamination

The Customer shall use all reasonable endeavours to keep the Contamination of Recyclables to an absolute minimum. However, from time to time some minor Contamination may unfortunately occur and the Service Provider shall be responsible for the transportation and treatment and/or disposal of any Waste collected that may be slightly contaminated. In this instance 'slightly contaminated Waste' means Contamination that may not be evident when the Waste is initially inspected and therefore proves minimal to the deterioration of the material.

The above applies to source separated or mixed Recyclables. For the avoidance of doubt, no additional charges shall be applied for Contaminated Waste where it is evident that the Customer has used all reasonable endeavours to minimise Contamination.

However, in circumstances where it is evident without any doubt that the Customer has made little or no attempt to minimise Contamination (as agreed between the Service Provider and the Customer during the analysis of the recyclable material with the Customer present), the Waste will be considered 'general', not Recyclable.

The Service Provider will return within 24 hours with the appropriate vehicle to make the collection as a general Waste collection and charge the Customer both for the general Waste collection and the Recycling that would have originally been provided (if the Waste was not Contaminated). In any event the Service Provider will note the Customer's address/location and type of Contamination which occurred and provide the Customer with an advisory note (supplied by the Service Provider) which specifies the Contamination observed. Service Providers are also expected to help educate the Customer in their Recycling operations to ensure that the above situation is avoided wherever possible.

Containers

Where the Service Provider is asked to supply Containers, the Service Provider will provide the Customer with the necessary Waste or Recycling Container (on a loan basis) to meet their requirements. This is limited to the types (or capacity) of Containers that have been offered by the Service Provider in their Tender.

All Containers supplied will be suitable for the Services they are designated to be used for, be kept clean and tidy, hygienic, reduce the possibility of pest infestation and smell, and be in full working order. Bins provided by the Service Provider to the Customer shall meet the EN 840 Standard.

The rates quoted for Services will include all costs associated with the provision of the Service, including the provision of suitable Waste or Recycling Containers. The standard wheeled Waste or Recycling Containers that will be provided, will be made of toughened plastic or metal[amend if appropriate - consider fire risk associated with the storage location].*

Lockable Waste Containers shall be provided if stipulated by the Customer. Service Providers requested to provide lockable Containers may be asked to carry Customers' key to the lock/padlock. Key handling services will not carry a separate charge.

Should a Container become lost or damaged during its collection, as a result of any action by the Service Provider or its employees, the Service Provider shall arrange for a repair, or replacement to be delivered at no cost to the Customer.

The Service Provider shall ensure that all Containers are returned to their agreed storage location after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lid locks) are fitted, the locks shall be applied. The Service Provider should ensure that its employees following the return of Waste or Recycling Containers, close any doors to bin storage areas or gates to the premise being serviced.

The Customer shall be responsible for maintaining a clean and tidy area in the Container storage areas and around all Containers, ensuring clear access and egress routes for the Service Provider and its employees to facilitate a collection on the scheduled Waste and Recycling collection days.

Spillages

The Service Provider shall immediately clean any spillage that occurs of Waste or Recycling whilst collecting, emptying or returning the Container.

The Service Provider shall clean up and remove any spillage of Waste or Recycling that arises from the operation from the public highway, around the point of collection or between the point of collection and the collection vehicle or any spillage from a collection vehicle wherever or however caused.

Collection Vehicles

The Service Provider must at all times use purpose-built collection vehicles when collecting materials under this Contract. The vehicles used will be suitable specifically for the type of Service being sought.

The Service Provider must be able to offer a range of vehicles which can provide the Services as detailed in this Specification to the Customer.

Vehicles used in providing the Services under this Contract must be fitted with warning systems which become operative when the vehicle is reversing and should be suitably maintained in order that they comply with all legislative requirements (MOT, Road Tax, insurance, etc.) and to ensure that they operate in the most efficient manner possible thereby minimising the environmental impact of their activities.

To comply with government performance indicators, Customers may be required to report against vehicle emissions arising from journeys undertaken on public sector business. The Service Provider may therefore be annually required to provide details of each vehicle used in the provision of Services including the vehicle make, model, engine capacity, fuel type and approximate distance travelled each year in the provision of these Services.

The Service Provider shall ensure that all vehicles used in delivery of the Service are regularly serviced and safety checked daily by fully trained and certified drivers.

The Service Provider shall be fully compliant with and operate his vehicles with due cognisance of the requirements of the Road Traffic Act 1988 (as amended) and the Road Vehicles (Construction and Use) Regulations 1986 (as amended).

The Service Provider shall survey the access/egress routes to all pick up points with a view to identifying hazards (e.g. pedestrian/vehicle interfaces) and developing a safe system of work (SSW) to reduce the risk from these identified hazards. The SSW must be issued to all drivers and a copy provided to the client for approval.

All vehicles used for collection should adhere to the latest EURO Standard for atmospheric emissions.

Staffing

The Service Provider shall ensure that all personnel and other persons providing the Services are properly and sufficiently qualified, competent, careful, skilled, experienced, instructed and where necessary supervised to ensure the Service Provider's obligations to provide the Services are fulfilled.

For each member of staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty, the Service Provider shall ensure that checks with the DBS (Disclosure and Barring Service) have been conducted. [potential clause for educational or the care/health sector]

The Service Provider shall not (and shall ensure that any sub-contractors shall not) engage or continue to employ in the provision of the Services any person who has a relevant conviction or inappropriate record.

The Service Provider will also re-validate all their staffs DBS status at least every three years of employment. When engaged in the provision of the Services, the Service Provider shall provide and shall ensure that their staff wear at all times the appropriate identification (including name and job title) that shows them to be employees of the Service Provider.

The Service Provider will, at all times, bear full responsibility and liability for any Services delivered by any sub-contractors they appoint (should this be the case). Within one week of any individual Contract commencement date the Service Provider will provide the Customer, in writing, the names of the sub-contractor(s) that will be delivering Services on their behalf. Should the Service Provider wish to change sub-contractors, the Customer shall receive in writing, at least 2 weeks in advance, details confirming;

- the name of the new sub-contractor(s);*
- that they have been appointed as an approved sub-contractor and are therefore suitable to provide the Services required by this Specification;*
- that the Service Provider understands that they are fully responsible and therefore liable for any Services provided by their sub-contractor(s) during the course of the Contract Term; and*
- that the Service Provider understands that they, not the Customer, are required to manage the sub-contractor(s) and that the sub-contractor(s) will be required to provide to the Service Provider the relevant management information and reporting outputs as required.*

Service Provider's Facilities

The Service Provider shall, at its own cost, obtain and maintain (or shall ensure the site operator has in place and maintains) appropriate environmental permits and any necessary statutory consents for all facilities the Service Provider uses (or causes to be used) in the delivery of the Services.

The Customer shall be advised in writing within twenty-four hours of;

- any changes to the circumstances or conditions permitting to the environmental permit(s); and*
- any notices, warnings or offences issued by regulators to the Service Provider affecting any aspect of the Service Provider's facilities and its arrangements and procedures in respect of haulage, and facility operations.*

The Service Provider will maintain appropriate contingency arrangements in place in the event of closure of its facilities due to plant maintenance, breakdown, refurbishment or any other occasion that results (or could result) in the Services being unable to be provided. No additional payments will be made by Customer to the Service Provider where contingency facilities are used.

The Service Provider shall ensure that where it operates such that each weighbridge at each facility is:

- maintained, calibrated, and serviced on a regular basis in accordance with good industry practice;*
- tested annually and independently certified in accordance with the Weights and Measures Act 1985;*
- operated only by a person holding a Certificate of Competence under Section 18 of the Weights and Measures Act 1985 who is always present in the weighbridge office during the Service Provider's opening; and*
- used to establish the weight of all types of Waste and Recyclables coming into and leaving from the facility as appropriate.*

Contract mobilisation/Site Visits

To ensure the Customer's collection requirements are met as efficiently as possible, the Service Provider may be requested (at a convenient time) to undertake a Customer site visit prior to Services commencing to confirm the Customer's requirement and agree designated collection points for Containers and locations where the Service Provider will deposit Containers after emptying and to attend meetings as requested by the Customer in advance of contract mobilisation, during the Contract Term or at Contract expiration.

The Service Provider shall not charge for Customer site visits or any meetings being attended as a result of the Services provided under this Contract.

Contract Handover

The Service Provider agrees that when the Contract expires or is terminated, they will collect their Containers on the last day of Service (as agreed with the Customer) and at the same time also return any property of the Customer such as keys, padlocks, security passes, etc.

Health & Safety

The Service Provider shall take every practicable step – including training, supervision, design of working methods, use of suitable equipment, compliance with good industry practice etc - to ensure the collection crews carry out all Waste and Recycling collections in a manner that:

- a) is safe to themselves and others;*
- b) is as quiet as possible;*
- c) ensures no damage to property;*
- d) ensures no undue inconvenience to other parties, and does not prejudice their amenity;*
- e) minimises the spillage of Waste and provides for the immediate removal of any spillage that may occur.*

The Service Provider shall be vigilant in terms of health and safety and in particular where collecting from educational establishments such as schools and colleges where potentially large numbers of young people are likely to be found either inside or outside the premises. [clause only relevant for educational establishments].

Any vehicle reversing manoeuvres shall be undertaken only under the guidance of a banksman and collection from educational establishments should be timed so as not to coincide with the start, finish and break times [clause only relevant for educational establishments].

Any vehicle reversing manoeuvres shall be undertaken only under the guidance of a banksman to minimise risk to the Customer, its employees, visitors and partners.

Data Reporting

The Customer may choose to request specific reporting requirements in relation to the Services being procured, in order to monitor and meet their environmental targets and aspirations e.g. the Customer may request that a random analysis (or spot check) of their Waste be conducted and reported on, or requesting a more granular level of information in relation to the Waste collected from their individual sites.

Although not definitive (and dependent on type of Service required), the level of information or report content required by Customers may include but not be limited to;

- the weights of any source separated Waste and recycling collected under this Contract by material, load, time and date; **
- the weights of any mixed Waste collected under this Contract by load, time, vehicle, and date;**
- monthly reconciliation of all mixed Waste received broken down into various fractions and types and quantities of Waste and rejects/Contamination (if any);**
- monthly reconciliation of source separated Waste or Recyclables received including quantity of reject (if any);**
- monthly analysis of source separated Recycling and the reject level therein (if any);**
- monthly analysis of separated rejects and the composition thereof;**
- quarterly Contamination reports of Waste and source separated Waste or Recycling received (including details of any hazardous Waste content); **
- details of the destinations of all Waste and Recycling reported on a quarterly basis with a breakdown of destinations for different Waste and Recycling types;* and*
- details of all Waste disposed of according to weight, disposal method and destination on a monthly basis. **

*[*delete or amend as necessary]*

With the submission of each monthly invoice, the Service Provider shall provide (electronically) the following:

- Total kg of Waste and recycling collected*

- *Total number of Waste and Recycling collections undertaken*
- *Waste Transfer Notes if applicable*
- *Exceptions Report outlining any issues e.g. Contamination*

The invoice for Services received should be provided on a monthly basis and no later than the 20th Working Day of the following calendar month.

The Service Provider will work and co-operate with the Customer to develop and implement mechanisms for increasing the efficiency, value for money and quality of the Services provided.

Compliance with Legislation

The Service Provider must hold a valid Waste Carriers Licence (and demonstrate that it does by including this with its Tender submission) and is to deliver the Services in accordance with all relevant legislation (including any subsequent updates or amendments) included but not limited to the following:

- *The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009*
- *The Carriage of Dangerous Goods by Road Regulations 1996*
- *The Controlled Waste Regulations 2012*
- *The Control of Pollution (Special Waste) Regulations 1980, Amended in 1988*
- *The Environmental Permitting (England and Wales) Regulations 2007, Amended in 2010*
- *The Environmental Protection Act 1990*
- *The European Waste Catalogue (EWC)*
- *The Hazardous Waste Regulations (England and Wales) 2005, Amended in 2009 and 2016*
- *The Landfill (England and Wales) Regulations 2002, Amended in 2005*
- *The Plastic Packaging Tax (Descriptions of Products) Regulations 2021*
- *The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Regulations 2012, Amended in 2019*
- *The Waste Electric and Electronic Equipment (WEEE) Regulations 2013*
- *The Waste Enforcement (England and Wales) Regulations 2018*
- *The Waste (England and Wales) Regulations 2011*
- *The Environment Act 2021*

The Service Provider will be fully responsible for the collection, transportation (where applicable) and disposal/treatment of all Waste collected under this Contract. All Waste collected shall be disposed of in strict compliance with the terms and requirements of all relevant legislation relating to the collection and disposal of the Waste streams covered under this Contract valid from the commencement of the Contract, and as may be amended or revised during the Contract Term.

The Service Provider shall only use licensed Waste treatment or disposal operators or facilities to treat or dispose of the Waste collected.

The Service Provider will make no additional charge to Customers in respect of any additional costs that may occur subsequent to any change of disposal point that the Service Provider chooses to make from time to time.

The Service Provider shall liaise with the Customer when requested, and provide all reasonable advice to permit them to comply with their 'duties' under the relevant legislation. The provision of Waste

transfer notices and all other paperwork necessary to ensure that the Customer is complying with current legislation is to be included in the Tender. No additional charges shall therefore be accepted.

Customer Service

The Service Provider shall reply to all correspondence, including emails, with a full and complete answer/resolution to the issues raised by the Customer in a timely manner.

The Service Provider shall provide one main point of contact as a contract manager. This person should have the authority to resolve problems across the Customers site/sites. A suitable backup contact should also be appointed by the Service Provider to cover for the Contract Manager if not available through sickness or leave.

Social Value

The Service Provider shall work with the Customer to support Social Value and sustainability targets and improvements within local economies.

The Service Provider shall work proactively with their supply chains to promote and support Social Value and sustainability targets and improvements within local economies.

The Service Provider shall, as and when reasonably requested, provide reports to outline the Social Value achieved with the Customer and via this Contract. The detail, scope and frequency of such reporting is to be agreed between Customer and the Service Provider.

The Service Provider shall be expected to carefully assess the financial, environmental and social impact of the provision of Services at all times throughout the life of the Contract.