1. **Introduction**

This document provides sample contract clauses for the provision of clear, frequent and accurate collection data that can be used by businesses when seeking to procure food waste collection services. It includes contract clauses that can promote food waste prevention and improved recycling of the material collected (but can be adapted for other waste streams, should this be required).

Please note this is not intended to be a standalone document for procurement of waste services. The information and examples are provided in good faith and we believe, at the time of issue, are commercially appropriate. However, these provide guidance only, and you should check and agree their use in contract documents with your own legal and procurement specialists.

The clauses have been designed to help HaFS businesses work in partnership with their waste collection contractors to improve food waste data collection and reporting. HaFS businesses can copy and paste any of the clauses or text from this document into their own procurement proposals and amend them, as required. All wording should be approved by the contract team. The clauses can be used throughout the three stages of procuring waste management services, which may include:

1.1 **Pre-qualification** - Large businesses using a two-stage selection process for waste services may choose to offer a pre-qualification stage. This is usually based on a short questionnaire. The purpose of the questionnaire is to ensure that those contractors that bid to operate the main waste contract have the experience and capacity to meet your service needs, including any waste prevention or recycling requirements. The clauses in this part of the document will help businesses identify those waste contractors that have the capacity to help them prevent waste and recycle more.
1.2 Invitation to Tender - The Invitation to Tender (ITT) is the main document with which businesses specify their expectations of the waste contractor and invite waste contractors to tell them about the type of service they can offer. This document includes clauses that businesses can use to specify the requirements for waste contractors to support waste prevention and ensure that the data required for reporting against waste prevention and recycling targets is integrated into the waste contract.

1.3 The Service Agreement - The Service Agreement is issued to the successful waste services contractor and is sometimes included in the ITT. Businesses should also use the Service Agreement to provide guidance on the steps that will be taken should the contractor fail to meet the contract requirements.

The clauses below have been split in accordance with the pre-qualification, ITT and Service Agreement stages. It is important to note that these clauses only apply to the collection of source-separated food waste although many of the requirements can be tailored to other waste streams such as general waste and Dry Mixed Recyclables (DMR). You will then need to convert all the main clauses in the ITT document into formal ‘contract statements’ for the purposes of the Services Agreement. This should be undertaken with your own legal and procurement specialists.

2. Draft clauses – Pre-qualification stage

2.1 Do your vehicles (including those used by sub-contractors, fleet support and hire vehicles) have On-Board Weighting (OBW) capability? If not, or if only part of your fleet have OBW equipment, do you have other means of recording and monitoring food waste collection data?

2.2 All OBW equipment should be regularly maintained and calibrated, at least once every year or in accordance with manufacturer guidelines. This may be ‘Weights and Measures Approved’, which is regulated by Trading Standards. Can you supply evidence of maintenance schedules and calibration certificates to [INSERT COMPANY NAME]?

2.3 Can you provide a % and tonnage split of the end markets for food waste, be it Anaerobic Digestion (AD), In-Vessel Composting (IVC) and any other destination (e.g. Energy From Waste [EFW]) on a [monthly / annual] basis?

3. Draft clauses – ITT stage

3.1 Bidders are required to report data on the total weight of waste, total weight of food waste and total weight of dry recycling. This data should be supplied [monthly / quarterly] and should be expressed in tonnes.

3.2 Bidders are required to list what % of data will be derived from OBW vehicles.

3.3 Performance will be tracked against a number of food waste Key Performance Indicators (KPIs) as outlined in the service brief [INSERT SECTION]. The contractor will report progress against these monthly KPIs using a standard format. Bidders should outline their methodology for monitoring performance against each of the KPIs. The following KPIs are used as an example and HaFS businesses are encouraged to include their own:
- 50% of the food waste data reported by the contractor is ‘real’ weight data derived from on-board weighing by December [20XX].
- All sub-contractors are able to supply 50% ‘real’ weight data by December [20XX].
- % of food waste recycled through source separation increases by XX% by the end of [20XX] (using first quarter’s baseline figures).
- Achieve total food waste landfill diversion by [20XX].

3.4 Bidders are expected to make it transparent in their monthly reporting what percentage of food waste is based upon ‘real’ and / or ‘estimated’ weight data, both in terms of data collected from your own vehicles and those operated by third-party sub-contractors. Please supply evidence how you will ensure that any third parties comply with this requirement.

3.5 Bidders are expected to provide [annual] updates on a) the percentage of packaging in the food waste stream and b) the percentage of food waste in the residual waste stream. This should be based either on compositional analysis of a sample of bins or a similarly robust methodology. Bidders are invited to describe their preferred approach to updating this information.

3.6 In the absence of effective OBW vehicle capability, collection weights must be derived from estimates. [INSERT COMPANY NAME] will not endorse the use of ‘industry average’ bin weights for monitoring individual business waste arisings. To be of reasonable quality, [INSERT COMPANY NAME] requires the data to be based on a sample of bins from across our estate (based on, say, 50 or 100 actually weighed bins) and evidence (such as paper notes or electronic data entry) that the fullness of each bin has been taken into account at each lift. Bidders are required to state how they will determine a genuinely representative sample of food waste bins. [INSERT COMPANY NAME] will require bidders to re-visit the sampling schedule on a regular basis (at least once a year) to reflect any changes in underlying operations, menu mix or food waste initiatives.

3.7 [INSERT COMPANY NAME] requires a minimum target (50%) for ‘real’ weight data in the contract. Bidders must demonstrate how this target will be achieved, including a methodology, and then how it will be applied across the total fleet, including the sub-contracted elements.

3.8 [INSERT COMPANY NAME] would like to know what % of food waste will go to Anaerobic Digestion (AD), In-Vessel Composting (IVC) and any other destination (e.g. Energy From Waste [EFW]) on a monthly/quarterly basis. With regards AD, [NAME OF CONTRACTOR] will outline whether the plant will accept packaged food waste and, if so, whether the packaging will be recycled or recovered.

3.9 Bidders are required to demonstrate how they will create clear communication channels between the manager at each collection site, the bidder’s Account Manager and the primary contact at [INSERT COMPANY NAME] to enable issues associated with contamination, missed (and wrong) collections to be quickly reported and effectively dealt with. This will have a strong bearing on effective food waste data reporting.
4. **Draft clauses – Service Agreement stage**

The purpose of the Service Agreement is to specify in a legally-binding agreement the respective responsibilities of the Parties. The Agreement specifies, in a partnership context and in the context of the Contract, key targets, dates by which those key targets should be met and actions required by which Parties in order to achieve the key targets in the contract. The procuring body are expected to have their own templates for such agreements but the following clauses may help improve food waste data reporting provision.

4.1 [NAME OF CONTRACTOR] will report data monthly on the total weight of food waste collected (in tonnes) and the quantities sent to each waste management route.

4.2 [NAME OF CONTRACTOR] will supply [X %] of monthly data from OBW vehicles and [X%] from business estimates. This will be reviewed on a [MONTHLY] basis.

4.3 Performance will be tracked against a number of food waste Key Performance Indicators (KPIs) as outlined in the service brief [INSERT SECTION]. [NAME OF CONTRACTOR] will report progress against these monthly KPIs using a standard format. [NAME OF CONTRACTOR] are committed to the successful achievement of the following KPIs:

- [50%] of the food waste data reported by [NAME OF CONTRACTOR] is ‘real’ weight data derived from on-board weighing by December [20XX].

- [NAME OF CONTRACTOR] will supply [50%] ‘real’ weight data by December [20XX].

- % of food waste recycled through source separation will increase by [XX%] by the end of [20XX] (using first quarter’s baseline figures).

- [NAME OF CONTRACTOR] will achieve total food waste landfill diversion by [20XX].

4.4 [NAME OF CONTRACTOR] will make it transparent through monthly reports what percentage of food waste is based upon ‘real’ and / or ‘estimated’ weight data, both in terms of data collected from your own vehicles and those operated by third-party subcontractors.

4.5 [NAME OF CONTRACTOR] will not endorse the use of ‘industry average’ bin weights for monitoring individual business waste arisings. [NAME OF CONTRACTOR] will supply data based on a sample of bins from across our estate (based on, say, 50 or 100 actually weighed bins) and evidence (such as paper notes or electronic data entry) that the fullness of each bin has been taken into account at each lift. [NAME OF CONTRACTOR] will re-visit the sampling schedule on a regular basis (at least once a year) to reflect any changes in underlying operations, menu mix or food waste initiatives.

4.6 [NAME OF CONTRACTOR] will achieve a minimum target [50%] for ‘real’ weight data in the contract.
4.7 [NAME OF CONTRACTOR] will specify what % of food waste will go to Anaerobic Digestion (AD), In-Vessel Composting (IVC) and any other destination (e.g. Energy From Waste [EFW]) on a monthly basis. With regards AD, [NAME OF CONTRACTOR] will outline whether the plant will accept packaged food waste and, if so, whether the packaging will be recycled or recovered.

4.8 [NAME OF CONTRACTOR] will create clear communication channels between the manager at each collection site, the bidder's Account Manager and the primary contact at [INSERT COMPANY NAME] to enable issues associated with contamination, missed (and wrong) collections to be quickly reported and effectively dealt with. This will have a strong bearing on effective food waste data reporting.

5 Additional sources of information

Other documents that may be useful in improving food waste data reporting (please click on hyperlinks below):

5.1 Commercial food waste collections guide
5.2 Waste contract review guidance
5.3 Supporting resources for the Hospitality and Food Service sector

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