



# waste management brokers association

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**Code of Practice**

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# Code of Practice

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# 1. General Requirements.

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**1.1** All members of the Waste Management Brokers Association (WMBA) shall comply with the requirements of this Code of Practice in entirety as it relates to all of their business practices. It is designed to offer a clear, transparent, efficient and mutually beneficial way of working between all of the waste management stakeholders- Customers, Waste Management Brokers, Waste Contractors and Enforcement Authorities.

**1.2** The Code of Practice may be amended by agreement of the Core Committee and all members will be advised of changes and, where appropriate, any implementation deadlines. Members will always operate to the latest version of the Code of Practice.

**1.3** In the unlikely event that any WMBA Member is found to be in breach of this Code of Practice, the WMBA Committee will review any evidence and instigate appropriate and commensurate action to rectify any deficiency. In extreme cases, or where the Member does not fully co-operate in supplying information or implementing agreed actions, the Committee may remove the member from the WMBA.



## 2. Service Provision.

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**2.1** WMBA Members will provide Customers with flexibility and choice of service provision, insofar as alignment with existing scheduled services accommodate. Flexibility extends to:

- Timely delivery, removal and exchange of waste containers
- Ensuring the production of the waste stream is matched to its efficient removal in terms of size of container, type of container, number of containers and collection frequency.

**2.2** Services may be offered on the basis of:

- Scheduled repeat services at an agreed frequency
- On request services, where the Customer calls in for a collection of a container already delivered to site
- One off site collections

**2.3** Members will confirm whether any additional or special charges are liable to be incurred prior to their implementation. This will include:

- Charges for contaminated waste that must be downgraded
- Excessive weight charges for overloaded containers
- Missed collection charges (see 2.4)
- Container or equipment rental charges
- Additional documentation or administration charges
- Special disposal charges

Wherever practicable, photographic evidence will be provided to support charges for contamination, excess weight or missed collection outside of the control of the contractor.

## 2. Service Provision.

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**2.4** Missed collections occur for a number of reasons, some within the control of the contractor and some not. Where a collection is missed for any reason, the member will agree a new collection date as soon as practicable with the Customer. If the missed collection is due to the Customer not providing reasonable site access within the agreed timeframe and the contractor has incurred a wasted journey as a consequence, a waste journey charge may be applied up to the value of the maximum agreed rate for the service concerned.

**2.5** The Member will fully explain and give clear practical advice to assist the Customer to understand the work required and being offered in order to complete the agreed work, which will be confirmed in writing if requested.

**2.6** The Member will ensure that all documentation, particularly that relating to Duty of Care requirements, is completed fully and correctly for each consignment of waste removed. Traceable records will be retained to allow copies of documentation to be produced for any statutory or agreed retention periods.

**2.7** All terms and conditions of business will be written in plain English and be available upon request.

**2.8** Where a quotation is given, this will be supplied in writing as a breakdown of the firm agreed price to complete the work requested based on the information concerning waste type, quantities, site location and access provided by the Customer.

**2.9** If during the performance of the service provision, it becomes apparent that additional time and/or equipment will be necessary to address consequential/additional needs not previously recognised, the member will contact the Customer for authorisation prior to commencement of this additional work. The Customer has the opportunity to accept and agree a new completion time/date, or decline and exercise the right to cancel the service.

## 3. Compliance.

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**3.1** Members will comply with all applicable Acts and Regulations relevant to service provision, road traffic, environmental management and health and safety management.

**3.2** Members will have a valid Waste Management Brokers Certificate issued by the Enforcement Authority of the Country of operation.

**3.3** Members will have suitable and sufficient levels of employer liability, public and product liability and professional indemnity insurances at all times.

**3.4** Members are responsible for ensuring that all Contractors used for service provision are fully compliant with applicable legislation. See Section 4 for further details.

**3.5** Members are responsible for ensuring that all Contractors used for service provision have acceptable levels of environmental and health and safety management. See Section 4 for details.

**3.6** Members shall have management systems in place to initially approve Contractors based on service delivery and compliance criteria as well as monitor their on-going compliance and service delivery performance.

**3.7** When specified by the Customer, the Member shall select Contractors on their ability to deliver stated environmental objectives which may include maximum recycling capability and maximum landfill diversion.

**3.8** When specified by the Customer, the Member shall provide waste management reports in an agreed format and at an agreed frequency.

**3.9** The Member will remain responsible at all times for ensuring the quality and compliance of any Contractor work carried out under the service provision.

**3.10** The Member will promptly and effectively respond to any questions from the Customer regarding the completed work and swiftly investigate any issues with the work or service delivery.

## 4. Contractor Selection and Monitoring.

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**4.1** Members will select service delivery Contractors based on performance criteria, including:

- Copies of current waste carrier licences issued by the Enforcement Authority of the operating Country
- Details of the site licences/exemptions or permits for all waste storage, processing or disposal sites which cover all necessary waste types
- Provision of complete and correct waste transfer and consignment note documentation
- Provision of accurate waste weights using calibrated weighing equipment for waste that is weighed
- Compliance with all applicable quality, environmental, health and safety and road transport legislation
- Application of the proximity principle so far as practicable to minimise waste collection and onward journey distances
- Adequate levels of suitable and sufficient employer liability, public and product liability and professional indemnity insurances at all times
- Proven levels of waste recycling and recovery to enable maximum recycling and minimum landfill options to be selected
- Adequate levels of quality, environmental and health and safety management

**4.2** Members shall never use a Contractor unless the availability of suitable, complete and valid waste carrier licences and waste treatment destination licences have been verified prior to any waste collection.

**4.3** Members will continuously monitor the conformance of the selected contractors with the requirements of this code of practice as well as any contractual conditions placed on them by the Member or indirectly by the Customer. Monitoring will include:

- Availability of compliance documentation
- Timely provision of accurate management information and data
- Evidence of suitable and sufficient levels of service quality, environmental and health and safety management and performance.
- Audits of Contractor premises and operations
- Audits of Contractor operations on Customer premises
- Customer and Contractor site accident and incident records
- Customer feedback and complaints relating to Contractor performance
- Enforcement authority actions against the Contractor

**4.4** Where monitoring indicates that Contractor performance does not meet required standards, the Member shall advise the Contractor of the deficiency. Suitable corrective action and timescales shall be agreed and then monitored to ensure it is effective and the deficiency has been resolved.

## 4. Contractor Selection and Monitoring.

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### 4.5 Contractors who:

- Fail to provide requested documentation or information within a reasonable timescale
- Refuse to participate in site audits
- Fail to take effective corrective action when requested
- Give rise to serious concern about quality, environmental or safety management -
  - may have appropriate action taken by the Member which may include removal from the preferred Contractor list and transfer of all services.

**4.6** Members will maintain suitable and traceable records to demonstrate Contractor selection and monitoring, including audit reports. These shall be presented to Customers or Enforcement Authorities upon request.

**4.7** Members will process all Contractor payments in a timely manner upon receipt of a complete and correct invoice which clearly shows all charges. Payments will generally be in accordance with agreed terms and conditions.

Any credit notes raised by a Contractor as a result of underpayment, with suitable justification, will be processed by the Member in a timely manner. Part payment may be agreed by both parties until the discrepancy is resolved and then final settlement reached. The Member shall work to resolve all genuine queries in a reasonable timescale and ensure that adequate communication with the Contractor is maintained.

## 5. Contractor Requirements.

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**5.1** Contractors provide all outsourced waste collection, storage, transportation and onward processing from the Member and therefore their performance is crucial to the service offering.

**5.2** Contractors will make every reasonable effort to provide all agreed services for all waste streams.

**5.3** Contractors will ensure they have valid Waste Carrier Licences and valid Waste Management Licences for all waste destination end points used.

**5.4** As soon as it becomes apparent that a service is going to be missed for any reason, the Contractor will contact the Member. the Member will then contact the Customer to advise and arrange an alternative collection.

**5.5** Contractors shall comply with declared objectives for the quantities of waste types that are recycled, recovered and diverted from landfill.

**5.6** The Contractor shall only apply charges for waste contamination or overweight containers, or any other additional charges, that have been agreed beforehand and shall provide photographic or other evidence of the need to supply such charges.

**5.7** The Contractor shall ensure that health and safety is managed at all times and especially whilst on Customer premises. This shall include safe systems of work and procedures for:

- Awareness of site rules and procedures and full compliance with these
- Provision of waste containers that are suitable, of sound construction and in good working condition
- Careful unloading and loading of all waste containers
- Inspections and maintenance of vehicles and associated lifting equipment in accordance with statutory requirements and good practice
- Driver health and safety training and awareness
- Compliance with site accident and incident reporting procedures
- Awareness and correct handling of waste streams especially hazardous and offensive waste types
- Clearing up any spillage of waste and leaving the site in a clean and tidy condition

**5.8** Contractors shall have completed suitable and sufficient risk assessment of site collection activities and the driver shall be aware of the significant findings of these and any control measures required to mitigate risks.

## 5. Contractor Requirements.

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**5.9** Contractors shall complete all required documentation including all Duty of Care documents for waste transfer notes and consignment notes and distribute these correctly

**5.10** Contractors shall provide copies of all statutory, quality, environmental and health and safety documentation upon request from a Member in a timely manner

**5.11** Contractors shall advise Members as soon as practicable of any injury to any party or damage to any equipment whilst on Customer premises. Contractors shall comply fully with any subsequent investigation.

**5.12** Contractors shall agree to any site audits either at their own site or whilst operating on Customer premises upon request by a Member.

**5.13** For collected waste that is weighed, the Contractor will provide accurate weight details within a reasonable timescale of collection. The timescale will be agreed with the Member. Weighing equipment used shall be calibrated at a frequency to confirm its accuracy at all times.

**5.14** Contractors are expected to be co-operative, courteous and helpful with Customers and Members at all times.

**5.15** Contractors may be requested to sign up to a service agreement by a Member. The service agreement may include requirements taken from this Code of Practice, additional requirements stipulated by the Member or specific contractual requirements. Contractors are expected to sign up to the service agreement which may be used to monitor their performance.

5.16 Contractors shall advise Members as soon as practicable of any change in their status that may affect any collection, transportation or processing operations. In particular, this includes any enforcement action by any of the Enforcement Agencies.

## 6. Billing.

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**6.1** Member prices will be clear and show any additional charges, including the cost of disposal and any administration or documentation charges.

**6.2** Where a quotation is given this will be as a firm, agreed price to complete the agreed work and will be clearly stated at the time of booking.

**6.3** If during the performance of the agreed work, it becomes apparent that additional time, labour or parts will be necessary to address consequential or additional needs not previously recognised, the accredited business will contact you for your authorisation prior to commencement of the proposed additional work.

**6.4** Members will invoice Customers at an agreed frequency with clear terms and conditions for payment. The invoice shall be clear and all charges shall be clearly linked to the service provided, site and date. Any Purchase Order or other unique reference required by the Customer shall be clear on the invoice.

**6.5** Any rebate arrangements shall be agreed in advance and processed in a timely manner. The documentation shall make it clear to what the rebated material relates.

**6.6** Members will pay Contractors in accordance with agreed payment terms upon production of a complete, accurate, correct and traceable invoice for services carried out.

**6.7** Where an invoicing error has been made with a Customer invoice, the Member shall raise a credit note in a timely manner to ensure the accounts are balanced and correct.

## 7. Staff.

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**7.1** Member staff will be competent to undertake their duties and responsibilities based on:

- Suitable education
- Necessary qualifications
- Training and on-going development
- Relevant experience
- A working knowledge of the Member's management systems, policies and procedures
- A working knowledge of this Code of Practice

**7.2** Trainees shall be supervised throughout their formal induction process until deemed to be competent.

**7.3** Staff will be courteous, approachable and helpful to Customers at all times.

**7.4** Staff will communicate clearly and not use technical jargon or terminology without offering to explain it fully.

**7.5** Records of staff induction and training shall be maintained as well as periodic audits of training needs.



## 8. Complaints Handling.

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**8.1** The member will take effective, immediate action in order to ensure that the complainant receives a fair and timely response to any complaint.

**8.2** The member will have in place arrangements for the recording, investigation, handling and resolution of complaints and details of the complaints procedure will be made available to Customers on request. Where the complaints handling system is computer-based, the ability to provide a durable copy of the complaints record is required.

**8.3** After a reasonable time has passed from receipt of complaint to allow investigation, the Customer will be advised of the outcome and what remedial action and/or compensation is offered.

**8.4** In the event that the complaint remains unresolved, the member will have an escalation procedure to allow the complaint to be raised with a higher level of authority within the Member business.

## 9. Co-operation with Enforcement Authorities.

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**9.1** The WMBA fully appreciates the role played in service provision, environmental and safety management by Enforcement Authorities such as Environment Agency, Natural Resources Wales, Scottish Environmental Protection Agency, Northern Ireland Environment Agency, Health and Safety Executive, Local Authority Environmental Health Officers, Highways Agency, Trading Standards and Fire and Rescue Services.

**9.2** Members are expected to provide full co-operation and assistance to all enforcement authorities in carrying out their duties. Members will provide any requested documents, statements, records or other materials required by any Enforcement Officer in a timely manner.

**9.3** Members are expected to advise the WMBA of any significant enforcement action either on an individual or corporate basis. Serious malpractice or breach of legislative requirements may result in suspension of WMBA membership.

# 10. Advertising.

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**10.1** Any advertisements, promotions or any other publications or communications, whether in writing or otherwise, will not contain any content which is likely to mislead Customers or potential Customers or be misunderstood.

**10.2** Any advertisements, promotions and other publications or communications will comply with the requirements of applicable legislation along with the codes, regulations and rulings of relevant organisations or associations.

**10.3** Members will use the WMBA logo in accordance with any rules and limitations including where it may be used, colours and sizes.

The use of the logo shall be terminated by any member that resigns or is removed from WMBA membership.

**10.4** In the unlikely event that any accredited business is found breaching any legislation, codes, regulations or rulings relating to advertising, or is convicted of an offence relating to advertisements for services and/or repairs, that accredited business will be deemed to be in breach of the WMBA Code of Practice and appropriate action will be taken.



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