APPLICATION AND AFOR TERMS AND CONDITIONS

FOR LEAF LITTER TRIALS

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| Applicant’s name | |  | | | Job title |  |
| Organization’s name | | |  | | | |
| Telephone |  | | Fax |  | Email |  |

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| **Terms and Conditions that the applicant shall agree to before the trial/s can be commenced** | | |
| 1 | **The following composting operator/s have agreed to undertake the trial/s:** | |
| 1. Composting organization name:   Name of the person within the composting organisation AfOR will need to liaise with during the trial/s:  Telephone:  Email: | |
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| 2 | **The operator/s’ permit for the site where the trial/s will take place includes waste code 20 03 03 (leaf sweepings):**  **Yes ❒**  **No ❒** | |
| 3 | **If you replied YES to question 2, please specify under which of the following scenarios the operator will conduct the trial/s:** | |
| The site hosts a composting process certified to the Compost Quality Protocol (CQP), but the trial/s will be carried out on an area of the site completely separate from the area where the CQP process takes place. In other words the CQP process is completely separate from the composting of leaf litter.  *Please note that ‘Separate composting process’ means*  *‘a composting process separate from any other treatment process, including separate materials reception area, composting area (sanitisation, stabilisation and maturation), mechanical treatment area (e.g. shredding & screening) and compost storage area, and with a liquor collection and storage system that keeps this composting process’s liquor separate from any other on-site process’s liquor.’* | **❒** |
| The site hosts a composting process certified to the Compost Quality Protocol (CQP); the trial/s will be carried out as part of the CQP process under the derogation mechanism described in clause 4.2.5 of AfOR Scheme Rules I1R6 (see <http://www.organics-recycling.org.uk/Scheme_rules>).  Under this scenario, an application for the derogation according to clause 4.2.5 will have to be made by the composting operator to AfOR prior to the commencement of the trial.  In addition, please note that under this scenario any compost derived from the derogated waste (leaf litter) is waste and its application to land under waste regulatory control will be subject to demonstrating to the Agency agricultural benefit or ecological improvement. | **❒** |
| The site does not host any a composting process certified to the Compost Quality Protocol (CQP). | **❒** |
|  | **Any compost resulting from the trial/s will be classed as waste and will need to be spread to land under waste regulatory controls, subject to demonstration of agricultural benefit or ecological improvement to the Agency.** | |
| 4 | **If you replied NO to question 2, you have checked and obtained agreement from the EA that the trial can be carried out under the EA’s Position Statement ‘Regulating trials of waste management operations’, even if 20 03 03 is not included in the permit.**  **Under this scenario, please provide evidence that the Agency agreed to the trial to be carried out.** | |
| 5 | **AfOR will not bear any charge related to any testing required as a part of the trial.** | |
| 6 | **AfOR is not responsible for carrying out any sampling undertaken as a part of the trial.** | |
| 7 | **AfOR’s sole responsibility is to act as a facilitator between the Agency and the Local Authority/Operator and assist the people/parties involved in the trial/s to understand the methodology, clarify any aspects of the methodology that may be unclear to the parties / people involved and interpret the results.** | |
| 8 | **AfOR is not responsible for the development of the methodology and for the success of the trial/s. AfOR does not guarantee the trial/s will result in the compost produced being recovered to land and diverted from landfill.** | |
| 9 | **AfOR is not responsible for making recommendations to the Agency based on the results / outcome of the trial/s.** | |
|  | **The samples will be sent for testing to the laboratory/ies specified by AfOR.** | |
| 10 | **During the trial/s, the composting operator (and Local Authority where required) will only use the template records provided by AfOR and the Agency to record the details and the results of the trial.** | |
| 11 | **AfOR reserves the right to charge a fee of £50 (excluding VAT) per hour for any time spent on your trial/s in excess of 2 hours.** | |

I have read and agree to the Terms and Conditions specified above.

The information given above is, to the best of my knowledge, accurate and forms the basis of an agreement with AfOR.

I agree, on behalf of my organisation and all associated units and subcontractors, to permit AfOR to hold and supply to the Agency any information obtained from the trial/s. AfOR treats the trial data in confidence and will not disclose it to any other third party except for the regulator and where required or permitted to do so by law. Your signature on this declaration constitutes consent to this use of data.

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| **On Behalf of (Company name):** |  |
|  | |
| **Signed:** |  |
| **Print Name:** |  |
| **Date:** |  |