

Terms and conditions

THE TRADER SHALL:

1. Provide suitable storage accommodation and maintain such accommodation in a clean, sound and serviceable condition.
2. Provide proper and safe access to storage accommodation for council staff.
3. Not change or vary the storage accommodation or access without the consent of council.
4. Ensure that the refuse containers provided by the council or by you are maintained in a clean and sanitary condition.
5. Not deposit any liquid matter in the refuse containers.
6. Not deposit raw meats in accordance with THE ANIMAL BY-PRODUCTS ORDER 1999 and other relevant or subsequent legislation in operation. All such waste must be sent to a rendering plant or incinerator.
7. Not deposit any hot material in the refuse containers.
8. Not burn any material in bins/bulk refuse containers.
9. Ensure that no material, article or thing likely to be dangerous or injurious to the health or safety of the council's employees is included with other refuse. The disposal of hazardous waste should be in accordance with the Control of Substances Hazardous to Health 1988 and other relevant or subsequent legislation in operation.
10. Keep any dangerous or injurious materials, articles or items not less than ten metres from the place of storage for trade waste.
11. Make special arrangements for the removal of dangerous or injurious materials, articles or things. You can contact the Environment Agency for advice.
12. Be responsible for the safe keeping of any refuse containers.
13. The trader shall be liable for the cost of loss or damage to the council for the loss of any refuse containers supplied during the term of contract. The trader shall be liable to repay the cost of any missing bin or the cost of repair to a damaged bin.
14. Note that any refuse containers provided by the council with locks will not be replaced or repaired should the lock become broken. The trader shall repair or replace the lock at their own cost.
15. Shall use (where applicable) bags supplied by the council, specifically marked for the collection of trade refuse and trade recycling. Heavy waste should be placed inside heavy duty sacks to prevent spillage. Bags are supplied for ID purposes only.

PROPERTY AND RISK

1. All chamberlain bins and eurobins shall be supplied by the council. During the period of the agreement, the property of these shall remain with the council and the risk shall remain with the trader.
2. On termination of the agreement all council property shall be returned to the council, as directed, within two weeks of termination. The council shall be at liberty to take any action necessary to recover any property not returned.

INDEMNITY AND INSURANCE

1. The trader shall be insured against any claims for consequential loss arising from the execution of this agreement.
2. The equipment supplied by the council shall be at the sole risk of the trader or occupier who shall indemnify the council in respect of any claim for any loss, damage or injury whether to persons or property attributable or alleged to be attributable to the presence or use of the equipment and shall effect and maintain comprehensive insurance cover on the equipment.

RECYCLING WASTE

All waste which is to be recycled must not be contaminated. Contaminated loads will not be collected as part of the recycling service. You will have to make alternative arrangements for this collection.

The council will not accept responsibility should this occur for non-collection complaints. The customer will have to ensure that the contamination is removed and arrange for the additional waste to be collected on the next collection day. All waste not collected due to contamination must be removed from the public highway and separate arrangements made for its collection. **NO REFUNDS OR CREDITS WILL BE MADE SHOULD THIS OCCUR.**

COLLECTIONS AND SPECIAL COLLECTIONS

1. The council cannot be held responsible for non-collections if access is not available at the time of collection and **NO REFUNDS OR CREDITS WILL BE MADE SHOULD THIS OCCUR.**
2. The council will endeavour to ensure that you receive a collection on the same day(s) each week, however, this cannot be a

guarantee and there may be occasions when collections are altered for operational reasons. **NO REFUNDS OR CREDITS WILL BE MADE SHOULD THIS OCCUR.**

3. There is a duty on you to ensure that bins/bags are **PLACED OUT FOR COLLECTION** and are easily accessible to the refuse crew. Non-collection complaints will not be accepted if you or your staff fail to place refuse out for collection or access to refuse is not available for collection. **NO REFUNDS OR CREDITS WILL BE MADE SHOULD THIS OCCUR.**
4. The council are not responsible for spillage of refuse from overloaded bags (which split) dustbins/refuse containers. No credits or refunds will be made should this occur. In fact additional costs are likely to be incurred.
5. Persistent occurrences of this nature could result in termination of the agreement by the council.
6. The council will not collect any trade refuse which is not packed, stored and prepared in accordance with these terms and conditions. **NO REFUNDS OR CREDIT WILL BE MADE SHOULD THIS OCCUR.** Additional call out charges may be incurred.
7. There will be no credit or refunds for bank holidays or holiday periods by your company/business.
8. The council will supply additional collections if requested either by phone or fax and you will be invoiced for this service - payment is required within ten days of invoice sent. If however, you are in arrears you will be required to make payment in advance before service is provided.

MAXIMUM WEIGHTS - BINS, BAGS, BUNDLES

1. The maximum weight for 1100 and 1280 litre eurobins is 400 kilograms. For chamberlain bin the maximum weight is 375 kilograms.
2. The maximum weight for a 360 litre eurobin is 90.8 kilograms and dustbin or plastic refuse bag is eight kilograms.
3. Cardboard boxes must be flattened and tied together and be equivalent to one dustbin or plastic bag i.e. eight kilograms in maximum weight.
4. Yellow bags must not be used as these signify clinical waste and we will not collect them.

CHARGES

All charges are subject to review and alteration. You will be sent a price list with invoice at the beginning of the quarter when new charges start. Please see termination clause if you wish to cancel this agreement.

PAYMENTS

1. Payments are to be made within ten days of invoice being sent (every 4, 13, 26 or 52 weeks). The council will be under no obligation to remove any trade waste during any period in which payments remain due and unpaid.
2. You can make payment by cheque, direct debit, credit cards or BACS.
3. The council will take steps to recover any outstanding debts including taking the appropriate legal action to recover them and this will incur court costs and interest on payments outstanding.

TERMINATION

1. **You are required to give three months advance notice in writing. (The agreement will not be considered to have been cancelled unless we receive this written notification). The termination of the agreement shall be without prejudice to the council's right to recover from you any payments due to us. The council has the right to terminate any agreement with immediate effect should the terms of health and safety regulations or any other similar relevant legislation be breached. You are liable for all outstanding payments raised if you fail to confirm in writing that you wish to terminate your contract.**
2. **The council may terminate this contract at any time with immediate effect:**
 - If you or anyone employed by you or offers or gives a bribe or inducement to any council employee/contractor in relation to this contract; or
 - If you breach the terms of this agreement in any way; or
 - If any insolvency or bankruptcy proceedings are commenced against you.