

## **Collection of Trade Refuse – Terms and Conditions of Collections**

**15/03/2022**

### **1. Nature of Refuse**

The Customer undertakes to ensure that the refuse/recycling provided for the Council to collect will not contain hazardous waste or any dangerous or polluting substance. Where bins are provided for the separate storage of waste for recycling or disposal the customer shall ensure that the different waste streams are not cross-contaminated. Contamination of recycling will be charged at the rate of residual waste charges.

### **2. Collections**

The Council undertakes to collect refuse weekly or as stated in the Schedule. Neither party hereto shall be liable to the other for its failure to perform hereunder if such failure shall be due to industrial dispute or any other circumstances beyond its responsible control. The Council will return to clear waste where it has been unable to make collections due to access problems etc. The council will enact a charge for return to clear unless failure is for industrial action. The Customer is responsible for ensuring access to the bins on collection day between the hours of 0600 hours - 1500 hours.

### **3. Responsibility for Containers**

The Customer accepts responsibility for any loss or damage, including fire, to any containers owned by the Council while such equipment is in the Customers custody pursuant to this Contract. The customer is responsible for hard standing and access whenever collections are scheduled.

### **4. Health & Safety**

It is the responsibility of the Customer to ensure that the collection crews have safe access to the collection point and the containers. If a Health & Safety issue arises which causes undue risk to Council Staff, the Council may suspend the service until such time as the risk has been properly controlled by the Customer.

### **5. Insurance**

The Customer shall indemnify and hold harmless the Council from and against any claims for loss or damage to property or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any containers so furnished pursuant to this Contract.

### **6. Provision of Sacks**

This Agreement does not cover the provision and collection of residual waste contained in sacks, the customer is responsible for containing waste in their refuse sacks. Recycling materials shall be disposed of in the receptacle without the use of refuse sacks.

### **7. Payment**

The Customer shall pay all sums due under this Contract to the Council for the set monthly periods between April to March of each financial year as per 'contract commencement date', by direct debit within the same period. Failure to do so may result in non-collection and removal of the bin. Charges will be incurred if recycling containers are contaminated and it will be the responsibility of the trader to pay all sums due to contamination.

### **8. Payment Method**

The only payment method available is by Direct Debit.

### **9. Charges**

Charges shall be determined by the Council's Cabinet annually with effect from 1st April each year. Charities must provide the Charity Registration Number to validate concessionary charges that may apply.

### **10. Variations**

Any variations to the type, size and amount of containers and the frequency of collection shall be agreed in writing by the parties without affect the other clauses in this Contract.

### **11. Contract Period**

The Contract shall continue in force on a year for the duration period identified on the contract and maybe cancelled by either party giving to the other not less the notice required identified within the contract prior written notice of termination.

### **12. Termination**

In the event the Customer wishes to terminate this Contract the Customer agrees to pay the Council as liquidated damages - a sum equal to the total of the Customer charge for the specified period identified within the contract.

### **13. Assignment**

This Agreement may be assigned, transferred or otherwise dealt with by the Council and shall inure to the benefit of the successors and assigns of the Council.

### **14. Cancellation**

The period for cancellation and costs of termination is based on the duration of contract 3 months' notice on 1 year contracts 4.5 months' notice on 2 yearly contracts and 6 month notice on 3 yearly contracts

### **15. Return to Clear**

The Council retains the right to enact a standard charge for returning and clearing waste due to access problems or the customer's failure to present receptacles at the agreed collection point.