

General Terms and Conditions of Commercial Waste Contract

1. Alterations Not Permitted

- 1.1 This printed form and these conditions shall, to the exclusions of any other terms and conditions, form the whole of the terms of the contract between the Council and the Customer and no variation thereof shall be of any effect whether prior to or subsequent to the date of this agreement, unless expressed in writing and signed by an Authorised officer of the Council and the Customer.
- 1.2 The Council's employees or agents are not authorised to make any representation concerning the service unless confirmed by an Authorised officer of the Council in writing. In entering into this contract the Customer acknowledges that it does not rely on and waives any claims for breach of any such representations which are not confirmed.
- 1.3 Any advice or recommendation given by the Council or its employees to the Customer or its employees or agents as to the service or any associated matters, which is not confirmed in writing by an Authorised Officer of the Council, is followed or acted upon entirely at the customers own risk and accordingly the Council shall not be liable for any such advice or recommendation which is not confirmed.

2. Charges

- 2.1 The Customer shall during the continuance of the Service pay the Council by way of refuse collection charges the amounts specified and the frequency stipulated overleaf. The first payment to be made within 28 days of the date the Invoice is issued by the Council. This invoice where appropriate, shall include a proportion of the said quarterly/annual advance payment calculated from the date of commencement of the Service, to the next quarter/annual date. Customers must only make payments against official Council invoices that are issued and not make any direct payments by way of "tips" or gratuities to individuals employed by the Council.
- 2.2 In addition, to the said quarterly/annual charge, the Customer shall in the event of there being additional waste collected from the Premises, undertake to pay supplementary charges in respect of any such additional waste the quantity of which shall be notified to the Customer and added to the Invoice.
- 2.3 The charges quoted may be varied by the Council and notice will be given to the Customer at the earliest opportunity. The charges are automatically subject to any change in the rate of Value Added Tax.

- 2.4 The charge quoted in this contract is exclusive of any applicable Value Added Tax which the customer shall be additionally liable to pay to the Council at the prevailing rate at the date of invoice.
- 2.5 Payment for the hire of containers from time to time entered in this Agreement shall accrue on and after the date of commencement of the hiring specified in the Agreement and shall be made annually, or a proportionate part thereof at the commencement of the third quarter of the Council's financial year, (October 1st).

3. Service Provision

- 3.1 The Council shall under the terms of the Agreement make the collection of the amounts specified overleaf on the day(s) and time(s) previously notified to the Customer and where necessary, return container(s) to the usual collection point as previously agreed with the Council.
- 3.2 The frequency of the Service may be varied by the Council during Bank Holidays, other holidays, during emergency or to meet operational requirements which, where possible, will be notified to the customer in advance.
- 3.3 If through operational difficulties, the Council is not able to service the customer's requirements on the scheduled day(s), the Council reserves the right to reschedule the service to the earliest possible opportunity without liability to the customer.
- 3.4 The Customer will ensure that refuse is available on the appropriate day(s) for collection and that it is adequately contained and correctly presented as required by the Environmental Protection Act and The Tidy Business Standards Agreement, where appropriate, so as not to have a detrimental effect on the local amenity. Failure to comply with these requirements could lead to prosecution under the relevant environmental legislation.
- 3.5 The Service may not be undertaken if in the reasonable opinion of the Council the waste has been left in a poorly presented condition or not adequately wrapped or contained or sealed or is so heavy as to be difficult to lift or contains hazardous or clinical waste. The Council will investigate the matter and advise the customer accordingly.
- 3.6 Requirements of the Customer regarding the collection of any commercial waste not contained in the Agreement shall be the subject of a separate written Agreement between the parties.
- 3.7 The Council shall be responsible for the cleaning of bulk containers on a twice yearly basis, a charge for this being included in the charge. The Hirer will be responsible for such additional cleansing as may be required.

4. Compliance With Statutes

4.1 Both parties shall comply with all Statute, Regulations and orders relating to the Service, including the Environmental Protection Act 1990 and the Control of Pollution Act 1975.

5. Safety And Indemnity

5.1 The Customer shall be wholly responsible for the safety of all persons, (including the employees and agents of the Council), entering within the Customer's premises where the equipment is sited.

5.2 Any act by the Customer which puts the safety of any employee and agent of the Council at risk, may result in the suspension or cancellation of the agreement.

5.3 The Customer shall bear all risks involved in connection with siting or loading and use of the equipment.

5.4 The Customer shall indemnify the Council against all claims arising through any neglect, act or breach by the customer.

5.5 The Hirer indemnifies and keeps indemnified the Council against any loss or damage to the Council's property or property under the control of the Council or to property of a third party involving property belonging to or under the control of the Council or death or injury to person or persons as a result of the negligent or reckless action of the Hirer, its servants or agents.

5.6 The Council shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing or failing to perform, any of the Council's obligations in relation to the service, if the delay or failure was due to any cause beyond the Council's reasonable control:

5.6.1 Act of God, explosion, flood, tempest, fire or accident;

5.6.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

5.6.3 Acts, restrictions, regulations, laws, prohibitions or measures of any kind on the part of any government or parliament;

5.6.4 Strikes, lockouts or other industrial actions or trade disputes, (whether involving Council employees or employees of a third party);

5.6.5 Difficulties in obtaining labour, fuel, parts or machinery or failure or breakdown in machinery.

6. Termination

6.1 The Service may be terminated at any time by either party giving to the other not less than two months notice in writing to that effect.

6.2 Should any payment due hereunder being outstanding for a period exceeding 28 days from the date of the invoice, the Council's obligations under this Agreement shall cease immediately and the Council reserves the right to terminate this agreement forthwith.

6.3 The termination of this Agreement shall be without prejudice to any ongoing claim either party may have against the other for any breach of liability under this Agreement.

7. Whole Contract

7.1 The Customer agrees that he has not been led by any statement or omission made on the Council's behalf in relation to this agreement and that this Agreement constitutes the whole arrangement between the Customer and the Council in respect of the provision of the Service.