

GENERAL CONDITIONS OF CONTRACT FOR COMMERCIAL WASTE

between Hyndburn Borough Council (the Council) and the person named (the Customer).

IT IS AGREED as follows:

1. The Council's Obligations

The Council shall:-

- 1.1 Rent to the Customer the number of containers specified overleaf, between the dates specified overleaf, subject to the terms and conditions contained or referred to in this contract and continuing until terminated in accordance with clause 4.0 below.
- 1.2 Visit the address listed overleaf and empty all containers hired to the customer under this agreement.
- 1.3 Endeavour to make collections at the same time and frequency each week. However, times may vary around public holidays or such days as the Council is prevented from making collections for any cause constituting 'reasonable excuse' i.e. severe weather conditions.
- 1.4 Repair or replace any container damaged during the lifting of the bin by the Council's collection vehicle.
- 1.5 Provide the customer with an annual Duty of Care Waste Transfer Note for the removal of non hazardous waste from the collection address listed overleaf. The cost of providing such documents is included in the collection and disposal charges.

2.0 The Customer's Obligations

The Customer shall:-

- 2.1 Pay on demand by Direct Debit or BACS transfer (LCC only) the charges at the rates specified in the Council's current tariffs, which shall be deemed to be part of this agreement. Payment in full is required by the 22nd March (for annual payments) and on the 22nd of each month (for monthly payments). If the Customer does not pay the Council on demand the standard charge rate applicable at the time, the Council has the right to stop collections. If the hired containers described overleaf are removed due to non payment and the customer wishes to re-instate the service there will be a re-stocking charge at the Council's rate applicable at the time.
- 2.2 Complete and return the annual Duty of Care Waste Transfer Note **within 14 days** of receipt, and to inform the Council thereafter of any changes to the information relating to the Customer's personal details, trading organisation, bank details and / or changes to the waste types arising from the address listed overleaf. Failure to return the documents within the 14 day period may result in the service being stopped.
- 2.3 Provide collections crews with open access by 7.30am or present the hired containers for collection at the designated collection point by 7.30am on the day of collection. Failure to do so shall exonerate the Council from any duty to collect on that particular day.
- 2.4 Not part with possession of any hired container and to return the said container at the end of the hire period in the same condition as that when received from the Council, normal wear and tear excepted. For this reason the Customer may wish to take out their own insurance to cover fire, theft or damage.
- 2.5 Pay the Council on demand the cost of replacing or repairing any damage to the hired containers including any VAT payable in respect of the repair which has been caused other than that caused by the negligent emptying of the container into the Council's refuse collection vehicle by the Council's employees. For this reason the Customer may wish to take out insurance to cover fire, theft or damage.
- 2.6 Comply with the requirements of the Environmental Protection Act 1990 to prevent the escape of waste from the hired containers.
- 2.7 Only use the hired containers for the storage of waste produced by the business indicated overleaf.
- 2.8 Not mark or allow fires to be lit in the hired containers and report any damage or defect to the Council as soon as possible after detection.
- 2.9 Responsible for the cleaning of the hired containers. However, on request, the Council can provide a cleaning service in accordance with the Council's standard charge rate + VAT applicable at the time.

3.0 Waste:

- 3.1 The Customer shall not place any hazardous waste into the hired container covered by this agreement or contaminate the hired recycling container. If any such waste is found in any hired container the Council has the right to refuse collection and demand additional payment for removing such waste.
- 3.2 The Customer shall immediately notify the Council of any change to the type of waste described on the annual Duty of Care Transfer Note and seek authorisation prior to placing any such waste in the hired container.
- 3.3 The following are examples of hazardous wastes which **must never** be placed in the hired container; asbestos, tyres from any motorised vehicle, motorcycle or push bike, plasterboards / plaster, batteries, oil's, oil soiled products, car parts, fluorescent tubes, TV's or PC monitors, paints, needles, blood products and chemicals (full or part used). This list is not exhaustive and if the customer is unsure as to the classification of any waste type, they must first seek advice from the Council prior to placing it in the hired container.
- 3.4 The customer must not place or pack waste to such an extent that the hired container cannot be safely maneuvered by the Council's collection staff or lifted by the collection vehicle. If it can not be safely maneuvered or lifted, it is the customer's responsibility to remove sufficient waste. If the hired container is persistently overweight, the Council has the right to impose additional charges for returning to empty the container.
- 3.5 The Council **will not** remove waste presented at the side of the hired container. All waste must be presented inside with the lid closed.
- 3.6 Only official Council's sacks will be removed. Waste presented in any other sack will not be removed.

4.0 Termination:

- 4.1 The Council has the right to immediately terminate the contract if the customer is found to be willfully damaging or burning waste in the hired container and recover any loss in repairing such damage or replacing the hired container.
- 4.2 The Council has the right to terminate the contract if the customer continually fails to pay the Council's charges on or before the due date as indicated overleaf or continually refuses to recycle their waste or continually contaminates their hired recycling containers.
- 4.3 Either party can terminate the contract by giving the other party at least 1 calendar month notice in writing. If the customer wishes to terminate giving less than 1 calendar month notice, the customer shall agree to pay the Council as liquidated damages a sum equating to 1 calendar month hire.

5.0 Liabilities of the Customer:

- 5.1 The Council shall not be responsible for any accident, injury, loss or damage to any person or property arising from the use of any container hired to the customer by the Council, other than that caused by the negligent emptying of the container into the Council's refuse collection vehicle.

6.0 Amendments:

- 6.1 In the event that the Council is prevented from making a collection, any re-visit over and above the normal collections requested by the Customer will incur additional charges in accordance with the Council's standard charge rate including VAT applicable at the time.