

# Terms and conditions for the collection of commercial refuse and recycling waste

1. The preferred method of payment is by Direct Debit. However, when this is not possible then invoice will be issued for the full year in advance of service. All invoices are to be paid within 14 days of the date of invoice.
2. In the event of failure to pay in accordance with these terms and conditions, the Council reserves the right to terminate the service and to withdraw all containers supplied. The Council reserves the right to charge daily interest on any outstanding amounts until payment is received in full at an equal rate of 4% per annum above the base rate of National Westminster Bank plc as current from time to time whether before or after and/or suspend the Service whole or in part until any outstanding amount has been paid in full. In the event of recommencement of collections, we will levy a recommencement charge.
3. The Council will not compensate the Organisation for missed collections that occurred due to non-payment of invoice and suspension of services. However, we may provide an additional collection at extra cost.
4. The Organisation agrees and undertakes to receive and pay for the Service(s) in accordance with the scale of charges which will be reviewed annually, and any changes will take effect from 1st April each year.

## Equipment

5. The customer will be responsible for the protection from damage, safe custody and cleanliness of all containers supplied at all times and accepts responsibility for instructing all persons using the Equipment how to do so in a safe and proper manner. Whilst at the collection address the Equipment shall be at the sole risk of the Organisation who shall indemnify the Council in respect of any claim for any loss, damage or injury whether to person or property attributable or alleged to be attributable to the presence or use of the Equipment
6. All containers are on hire, sizes and quantities are as per Section A of your Duty of Care document. If the container is lost, stolen or severely damaged (e.g. fire damage) you will have to pay for a replacement except for any fair wear and tear (e.g. broken wheels, axles or lids) these will be repaired free of charge.
7. The Council will only empty containers as per our agreement with you and side waste will not be collected, unless previously arranged.
8. The Equipment is not to be removed from the collection address, by the Organisation, without the Council's written consent. All containers will remain the property of North Lincolnshire Council and can be withdrawn at any time if these terms and conditions are not complied with.

9. Bin lids should be in the closed position when presented for emptying as our bin lifts cannot cope with raised lids and a safe system of working must be adhered to.
10. The Organisation must comply with the instructions regarding the laden weight of the Equipment (see <https://www.northlincs.gov.uk/wp-content/uploads/2023/01/Acceptable-waste-criteria-Commercial-a.pdf>). The Council reserves the right to upon inspection increase your collection requirements and charge the customer accordingly, if it is deemed that the quantity of waste being presented for collection is above the capacity of your containers. Any overweight Equipment presented will not be collected and any damage to the Council's collection vehicle will be recovered in accordance with clause 2.

## Collection

11. Your containers should be presented for emptying by 6am on the day of collection. Failure to place containers for collection at specified frequency shall constitute an abortive collection due to the fault of the customer, and the Council will still be entitled to charge for the collection as if it had taken place.
12. The customer must ensure clear access to the collection point on collection days. The Council reserves the right to immediately upon inspection cancel a collection if the property does not have clear access as agreed in advance between the parties. The Council have the right to charge for such abortive collections, being the fault of the customer.
13. Recycling bins should only contain those materials that specified in the Acceptable Waste List at <https://www.northlincs.gov.uk/wp-content/uploads/2023/01/Acceptable-waste-criteria-Commercial-a.pdf>. If recycling bins are found to be contaminated, they will be rejected by our crew, and you will still be charged. Incorrect items will then need to be removed by yourselves and the bin(s) or bags will be emptied/collected on your next scheduled collection. However, we may be able to return sooner for an additional charge.
14. If recycling bins are found to be contaminated on a regular basis, we reserve the right to terminate this service.

## Service

15. These Terms and Conditions may not be assigned to a new owner or business. Any change in the business name or ownership must be notified in writing, and new Duty of Cares will be issued.
16. If we fail to collect either your refuse or recycling waste due to the Council's fault, we will return to your business within 5 working days, from the date you notified us of this problem. You should contact 01724 297848 to report any such issues.
17. Section 34, of the Environmental Protection Act 1990, places a duty of care on any person who imports, produces, carries, keeps, treats or disposes of controlled waste. As a producer of waste you have a duty of care to ensure that your waste is disposed of correctly. As collector of your waste, we will send you a Duty of Care once you have signed up for the service. Duty of Care expires on 31 March of each year.

- 18. The Organisation shall indemnify and keep indemnified the Council, against all actions, proceedings, claims, penalties, costs, expenses of whatever kind arising out of incidental to or in any way connected with the performance of the Service which do not arise out of or which are not wholly attributable to the negligence of the Council, its officers, servants or agents.
- 19. If at any time during this Agreement the Council is unable to carry out its duties in respect of the Service due to the acts or omissions of the Organisation, the Organisation shall have no right or claim against the Council whatsoever in respect thereof.
- 20. This Agreement shall terminate automatically if the Organisation being an individual commits an act of bankruptcy or has a receiving order made against him or incorporated body shall have a winding-up order made against it or shall enter into liquidation or receivership or in either case if distress or execution shall be levied on the Organisations property.
- 21. If temporary suspension is requested by the Organisation, the Council reserves the right to charge an administration fee
- 22. This Agreement may be terminated by either party, by giving one months written notice. Any notice to be given in respect of this Agreement shall be deemed to have been given on the date of delivery.
- 23. Any breach by the Organisation of any of the conditions of this Agreement shall entitle the Council to terminate the Agreement by written notice to the Organisation and to enter the collection address to remove the Equipment. This right shall be without prejudice to any antecedent right which the Council may have acquired against the Organisation in respect of this Agreement.

I hereby accept these Terms and Conditions

**Signed** .....  
**Date** .....  
**Name of business** .....  
**Address** .....