

## **Craven District Council Terms and Conditions for Commercial Waste Services 1<sup>st</sup> April 2020 – 31<sup>st</sup> March 2021:**

### **1. Definitions and Interpretations**

<b>Agreement</b>	The Waste Transfer Note and these Terms and Conditions
<b>Charges</b>	The fee charged by the Council for the Services
<b>Collection Day</b>	The dedicated day the Waste is collected
<b>Collection Point</b>	The point for collection as agreed with the Council
<b>Commencement Date</b>	Date on which the Container(s) are delivered to the site
<b>Container</b>	The container(s) provided by the Council for the storage of Waste
<b>Council, We</b>	Craven District Council, 1 Belle Vue Square, Broughton Road, Skipton, BD23 1FJ
<b>Customer, You</b>	The person or business stated on the Waste Transfer Note
<b>Excess Weight</b>	Weight of waste collected per visit that exceeds the weight allowance of that bin or the sum of the weight allowances of the total bins in one collection (residual or recycling). Weight allowance per container is as detailed on the Waste Transfer Note
<b>Services</b>	The collection of Waste from the Collection Point and the supply of the Container(s) to the Customer
<b>Waste</b>	The Customers waste to be collected by the Council and as described in the Waste Transfer Note
<b>Waste Transfer Note</b>	The document containing full details of Waste to be collected and issued in accordance the Environmental Protection Act 1990 and regulations issued thereunder

### **2. Period of the Agreement**

This Agreement shall start on the Commencement Date and shall continue until 31 March 2020 unless terminated earlier in accordance with this Agreement.

### **3. Provision of the Services**

- 3.1 The Council agrees to provide the Services in accordance with the provisions of this Agreement.
- 3.2 The Services shall be limited to the number of Container(s) in the Agreement and for which payment has been agreed. No refund will be made where the volume or weight of Waste collected is less than that set out in the Agreement. Weight that exceeds the weight allowance (excess weight) will be charged as per the rates detailed on the Waste Transfer Note. No excess volume of Waste will be collected unless by prior agreement with the Council and will be charged accordingly.
- 3.3 The frequency of the Services may be changed by the Council during bank holidays, other holidays, civic emergency, to meet other operational requirements including bad weather or in other circumstances which are outside the control of the Council. No refunds will be made for any missed collections.
- 3.4 The Council may make operational changes during the term of the Agreement to ensure that the Services are provided in an efficient and cost effective manner. The Customer will be informed of such operational changes as soon as reasonably practicable.

### **4. Customers Responsibilities**

- 4.1 The Environmental Protection Act 1990 imposes a duty of care on anyone handling commercial waste to take all reasonable steps to ensure that the waste is not disposed of unlawfully. As part of this duty the Customer must ensure a written description of the Waste is provided to the Council by way of a Waste Transfer Note before the collection of any Waste.
- 4.2 The Customer warrants that the Waste Transfer Note contains an accurate description of the type and number of waste Containers on-site and the waste contained therein. The description shall be sufficiently accurate as will enable the Council to comply with its duty under the Environmental Protection Act 1990 and Environmental Permitting Regulations"

4.3 The Customer agrees to comply with the Duty of Care Code of Practice at all times.

4.4 The Customer warrants that they have obtained written permission of the landowner to store the Container(s) and that they shall provide a copy of the same to the Council upon request.

### **5. Collection and Storage**

- 5.1 The Customer will place the Container(s) on hard standing and in a suitable position with the Container(s) lid closed to enable safe and easy collection.
- 5.2 On Collection Day, the Customer shall ensure the Council has safe and clear access and egress to the Container(s), which shall be located in a position agreed with the Council. If access to the Container(s) is not placed as above the Council reserves the right not to collect the Container(s). Further attempts will only be made on request of the Customer and will be classed as an extra service and will incur a charge.
- 5.3 The Waste must not contain any liquids, any material which is toxic, corrosive, flammable, explosive or hazardous or any waste that is or is likely to be a health and safety risk to any person. Dust particles including but not limited to ash, sawdust, vacuum cleaner dust and BBQ coals should be bagged and tied before being placed in the Container(s). No hot ashes or coals should be placed in the Container(s). The Council reserves the right to at any time inspect and test the Waste and/or to refuse to collect, deal or handle any Waste which does not conform to the description provided in the Waste Transfer Note.
- 5.4 If collection has been refused the Customer will be responsible for the removal of Waste from the Container or held liable for the costs incurred by the Council for such removal and for damage caused to the vehicle or contamination of the vehicle load.
- 5.5 All Containers provided by the Council to the Customer under this Agreement remain the property of the Council and may only be used in accordance with this Agreement. The Customer shall have no right, title or interest in the Container(s) (and the same shall not be sold or otherwise disposed of). The Customer shall not use the Container for incineration or any other purpose other than the storage of non-hazardous Waste. The Customer shall bear all the risks involved in the siting, storage, loading, and use of the Container(s) and accepts responsibility for all loss, damage or defacement of the Container(s). The Customer shall take all reasonable care of the Container(s) keeping them in a clean and good condition at the cost of the Customer including the cost of cleansing. The Customer shall immediately inform the Council of any defect affecting the Container. The Customer shall ensure that the Container lid is closed when not in use, and locked where possible. The Customer shall ensure that the storage of the Container(s) does not cause a nuisance.
- 5.6 The Council shall not be held responsible for any damage to access ways, road surfaces, parking areas, footways, kerbs and such belonging to the Customer or third parties resulting from the weight or size of the waste collection vehicles.
- 5.7 The Customer agrees that the Council will acquire full title to the Waste once it is collected and the Council will have the right to handle, deal with and dispose of the Waste in accordance with best practice.
- 5.8 The Customer will not, without the Council's prior written permission, place any name, sign, marking or advertising on the Container(s) and will not remove, cover, deface or conceal the name, sign, marking or advertising placed by the Council on the Container(s).
- 5.9 The Customer hereby grants the Council and its agents a licence to enter the premises to deliver the Services in accordance with this Agreement or to recover its property at any time with or without vehicles and with or without notice.

## **Craven District Council Terms and Conditions for Commercial Waste Services 1<sup>st</sup> April 2020 – 31<sup>st</sup> March 2021:**

### **6. Charges**

- 6.1 In consideration for the provision of Services, the Customer agrees to pay the Council the Charges specified in the invoice, including invoices for any excess weight charges (£0.17 per kg for general waste and £0.05 per kg for recycling), which will be made quarterly.
- 6.2 If the Customer fails to make payment by the due date, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank base rate from time to time.

### **7. Termination**

- 7.1 The Agreement may be terminated at any time by either party giving to the other 12 weeks written notice.
- 7.2 Upon termination the Customer may receive a pro-rata refund of any Charges paid in advance. Refunds are subject to any cost to repair damage to the Container and/or to clean a Container to bring the Container back into a condition suitable for re-hire.
- 7.3 Termination of this Agreement shall be made by either party without prejudice to any right or liabilities which may exist up to the date of termination.
- 7.4 If this Agreement is terminated the Customer will make the Container(s) immediately available for collection by the Council and will immediately pay all Charges due under this Agreement.
- 7.5 The Council reserves the right to terminate the Agreement for any breach including failure to pay the Charges on demand or give notice to the Customer of its intention to terminate and allow a reasonable time for such breach to be remedied to the Council's satisfaction.

### **8. Indemnity and Liability**

- 8.1 The Customer will be responsible for the Container(s) and for the safety of all people (including waste collection workers) entering the premises where the Customer keeps, stores or sites the Container(s) and the Customer will be liable and agrees to indemnify the Council against any such liability, losses and claims whatsoever for injury or death to persons or loss or damage to property including the Containers unless such loss or damage is caused by the negligence of the Council.
- 8.2 The Customer will indemnify the Council against all claims arising through any neglect, act or breach by the Customer in connection with this Agreement.
- 8.3 The Council will not be liable to the Customer by reason of any delay in performing or failing to perform any of the Council's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Council's reasonable control.
- 8.4 The Customer agrees to indemnify the Council against any loss or damage to the Container(s) and the Customer must keep the Container(s) insured against such loss or damage and for third party risks.
- 8.5 The Customer will compensate the Council for any damage caused to the refuse collection vehicle following misuse of the Container (s) or its incorrect contents. The method of assessing such compensation will be calculated at the sole discretion of the Council or the Council's insurers.

### **9. Assignment**

- 9.1 The Customer shall not transfer, assign or sublet the whole or any part of this Agreement without the written consent of the Council.
- 9.2 The Council shall be entitled to transfer, assign or sublet this Agreement.

### **10. Severability**

If any part of the Agreement is held to be invalid, illegal or unenforceable for any reason such part shall be removed and the remainder of the Agreement shall continue in full force and effect.

### **11. Waiver**

Failure by a party to enforce the terms of the Agreement to require performance by the other party of any terms of the Agreement shall not be a waiver of such term and shall not affect the Agreement or the right of a party to enforce any such term.

### **12. Notices**

Any notices referred to in this Agreement shall be made in writing and given to the intended party by hand, delivered by prepaid first class post or electronic transmission to the address set out in this Agreement. Any notice shall be deemed to be received two working days after posting, at the time of delivery by hand and at the time of transmission by email.

### **13. Entire Contract and Variations**

- 13.1 This Agreement constitutes the entire agreement between the Customer and the Council in respect of the provision of the Services.
- 13.2 The Council shall be entitled to amend this Agreement to comply with current legislation but shall advise the Customer of any such changes as soon as reasonably practicable. Any other variation to this Agreement shall be agreed in writing between the parties.

### **14. Third Party Rights**

Except where expressly provided for in this Agreement the parties agree that a person who is not a party to the Contract may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

### **15. Law and Jurisdiction**

This Agreement will be governed by and interpreted in accordance with English law and will be subject to the jurisdiction of the courts of England.

### **16. Data Protection Act 2018**

- 16.1 Personal information provided by the Customer in this Agreement will be held and used in accordance with the requirements of the Data Protection Act 2018 which incorporates the EU General Data Protection Regulation.
- 16.2 Detailed information is required for the purpose of administering trade refuse collection and may be used for the wider purposes of cleansing and waste in general, within Council policies.
- 16.3 Information provided by the Customer in connection with this Agreement may be disclosed to relevant departments within the Council or to its agents. Information may also be disclosed outside of the Council including to relevant Government Departments for the purposes of discharging obligations under this Agreement.

### **17. Freedom of Information**

- 17.1 The Council has an obligation to comply with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. If the Council receives a request for the information which concerns the commercial relationship between the Council and the Customer, the Council may consult the Customer for its views before disclosing any information. At its sole discretion and notwithstanding any other conditions of the contract, the Council shall be entitled to disclose to third parties any and all terms and conditions of the contract and the contents of any documents and information relating to the contract pursuant to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 17.2 The Customer shall co-operate with the Council and supply to it, at no cost to the Council and within seven days of receipt of any request received by the Council pursuant to the aforementioned Freedom of Information Act 2000 or the Environmental Information Regulations 2004, all necessary information and documentation required in connection with any such request.

### **18. Force Majeure**

- 18.1 Neither party will be liable for breach of its obligations under this Agreement to the extent that any such breach is caused by any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the party in default), lightning strike, earthquake, pandemic outbreak of an infectious illness, war, military operations, act of terrorism or riot, but nonetheless each party will use all reasonable endeavours to perform its obligations under this Agreement.