

South Hams District Council

Commercial Waste Collections Terms and Conditions

1. These Terms and Conditions constitute a rolling agreement between the South Hams District Council (“the Council”) and the Customer which will continue in force until such time as the Council or the Customer terminate. **This is a rolling agreement which either party may terminate giving 28 days prior notice in writing.**

2. The Customer shall, during the continuance of this rolling agreement pay to South Hams District Council (“the Council”) a charge per container for the Commercial Waste Collection Service (“the Service”) for either a 52 weekly collection, 30 week (schools only) or 26 weekly collection per annum.

3. Payment Terms

3.1 Commercial Waste invoices will be issued on an annual basis. Payment is due either in full within 21 days of the invoice date or by monthly Direct Debit. In the event that invoices are not settled in accordance with these terms and conditions then recovery may be sought through legal proceedings. VAT is not currently charged but the Council reserves the right to charge VAT at the prevailing rate in the future if it is considered by the Council necessary to do so and subject to the provisions of paragraph 4 below. Vat is applicable to 3rd party/subcontract customers at the prevailing rate.

3.2 The charge for daily rental of all containers will be applied to the customer’s annual invoice for the whole year and is non-refundable.

4. It is a condition precedent that the service will only be provided where the Customer is not in default of the Payment Terms. The Council reserves the right (i) not to execute any order and to remove any of its containers if arrangements for payment of the Customer(s) account are not (in the Councils discretion) satisfactory to the Council; and (ii) to suspend the Service to any Customer whose account is overdue for payment or where the customer is in breach of any of the conditions, or where the Council considers that the Service required may place a risk to any person, goods, vehicles, equipment or property. Where collections are not made due to non-payment the Council reserves the right to collect any outstanding waste on the Customer’s next schedule collection day, after payment is received.

5. The Council reserves the right to increase or decrease charges at any time to compensate for increases in disposal or other cost over which SHDC has no control, any changes to be notified to the Customer in writing by the council 4 weeks prior to commencement.

6. The Council shall not be liable for any loss or damage howsoever arising for failure to collect the waste from the Customer as a result of any event beyond the Council’s control preventing or hindering COMMERCIAL WASTE from traveling to the customer’s premises including adverse weather conditions, accidents, breakdowns, sickness or obstruction of any public road or highway.

7. Where the Council is unable, due to breakdown or circumstances outside of its reasonable control to carry out any Service on the day notified to the Customer, the Council shall make all reasonable efforts to carry out such Service as soon as practicable with the EXCEPTION of Public and Bank Holidays when the collection may fall up to 2 days late.

8. The Customer shall at his/her own expense keep containers clean and/or disinfected, in good repair and condition (fair wear and tear expected), wheels should be oiled and kept free from obstruction. The Customer shall permit the Council's representatives, at all reasonable times, to have access to the said container(s) and to inspect the site and condition thereof. No sign, lettering, insignia, advertising or other device of the Customer shall be placed or fixed to any container(s).

9. The Customer shall place the container(s) to be emptied, in positions of easy access for collection. If a Service is required by the Customer, other than on the public highway the Customer shall afford reasonable, safe, adequate access and space in which loading and unloading operations can be carried out. Delivery and collections must be carried out without, risk to the Council's drivers, its loaders or damage to the vehicle without obstruction to the public highway.

10. Only Commercial Waste produced at the Customer's premises to be placed in the container(s) provided by the Council as per this agreement for collection with the lid(s) CLOSED, the lid(s) of the container(s) shall also be kept CLOSED when not in use.

11. The Customer hereby indemnifies the Council in respect of all damage or injury to person or property and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith occasioned indirectly by the presence of the container(s) on or about the Customers premises.

12. The Customer shall not burn or cause or suffer to be burned, any materials in the container(s). The Customer shall ensure that no toxic, dangerous, or hazardous waste, likely to damage the container(s), collection vehicles, endanger collection staff or any other person(s) are placed in the container.

13. The materials to be collected and disposed of in accordance with these Terms and Conditions must be presented as un-compacted COMMERCIAL WASTE. The Council will not accept any waste which by reason of material, size or weight is difficult to collect or dispose. INDUSTRIAL WASTE is **NOT** accepted under this agreement

14. This Service is **NOT** to be used for the disposal of Hazardous materials, Metals of any description, builder's materials (including asbestos and plasterboard), Liquids including engine and food oils, and white goods.

15. The Customer shall be responsible for placing the container(s) on his/hers premises so as not to cause nuisance. Container(s) must not be stored on the highway. The containers remain the property of the Council and may not be used for any other purpose other than for the storage of Commercial Waste and or recycling to be collected by the Council. The Customer shall bear the cost of making good any loss or damage to containers or any part thereof, whilst at the collection address, fair wear and tear expected. The cost of any making good shall be paid by the Customer forthwith on demand.

16. Collections will be for the contracted amount **ONLY**. Side waste (i.e. waste that is not contained inside the container will not be collected under the terms of this agreement.

An Agreement and Waste transfer note must be completed in order to comply with the provision of the Environment Protection (Duty of Care) Regulation 1991. Without this signed documentation the Council cannot lawfully collect Commercial Waste and failure to return a signed copy of this agreement will result in non-collection. The signatory on behalf of the business must be capable of binding the business in contract.

Data Protection – how we use your information

South Hams District Council and West Devon Borough Council operate under a shared services arrangement and as such share information. However, any information you provide on this form will only be processed and used by both Councils in strict accordance with the provisions of the Data Protection Act 1998 and any other relevant legislation to ensure the Service is delivered but only where it is essential to provide the Service, if required by law or to prevent or detect crime.

Both Councils have a duty to protect the public funds that we handle and so we may use the information you have provided on this form to prevent and detect fraud. We may also share this information with other Councils who handle public funds. Information you provide may also be used to check the accuracy of records held elsewhere within the Councils.

The Councils will also use the information for the purpose of performing any of its statutory enforcement duties. The Councils will make any disclosures required by law and may, if legally required to do so, share this information with other bodies responsible for detecting / preventing fraud or auditing / administering public funds.

The Councils will not disclose your personal information to third parties for marketing purposes.

If you wish to see the personal data the Council holds, please contact the Council at:
data.protection@swdevon.gov.uk

Privacy and Personal Data: <https://www.southhams.gov.uk/PrivacyAndPersonalData>