

BUSINESS WASTE & RECYCLING SERVICES

Terms and Conditions

1. Collection of Residual Waste and Recycling

- 1.1. Business Waste Services will collect the residual waste/recycling at a frequency agreed by both parties in advance. Waste and recycling must be contained within the bins and/or sacks provided. Only the agreed number of bins provided will be collected during each scheduled visit by the collection team. Loose or bagged waste left outside containers will not be collected unless arrangements have been agreed in advance, in line with paragraph 9.
- 1.2. All residual waste/recycling collected from the customer will be taken to licensed site(s) in line with all regulatory laws, including the Environmental Protection Act (1990). Business Waste Services hold a Waste Carrier's License (copy available on request) and will produce an annual Waste Transfer Note for customer's compliance.
- 1.3. The Customer is obligated to comply with statutory Duty of Care requirements. In line with this, they must take full responsibility to check and return Duty of Care notices promptly to Business Waste Services annually. They must also be proactive in ensuring their business complies with the waste hierarchy, taking steps to ensure they are actively reducing, reusing and recycling their waste.
- 1.4. Business Waste Services are offered for a minimum 12 month term from the date of the Customers first collection. The terms of this Agreement will be applicable for the duration of the provision of the services. Customers will be required to provide notice, as set out in paragraph 11, should they wish to terminate this Agreement.

2. Location of Container(s)

- 2.1 Containers must be placed for collection in the agreed location. This location has been assessed as the most practical and safest site for the collection of bins. Business Waste Services reserves the right to alter this location at any time due to operational or health and safety changes and will communicate this promptly to the customer.

3. Access to Container(s)

- 3.1 The Customer must ensure free and unobstructed access to the bin(s) so that the residual waste/recycling may be emptied directly into the vehicles during scheduled visits. This includes ensuring no loose or bagged waste is left around or on top of bin(s). If a return visit is required due to access problems, standard charges will be applied.
- 3.2 Business Waste Services must be promptly notified of any works that may prevent access, so that alternative arrangements can be made in advance of scheduled visits. Business Waste Services shall not be under any obligation to collect the residual waste/recycling if access is restricted, and standard rates will apply. Any subsequent return visit agreed before the next scheduled collection, will be charged as an additional collection.

4. Ownership, Storage and Maintenance of Container(s)

- 4.1 The container(s) remain the property of Business Waste Services at all times. Whilst in use by the Customer at their premises, the container(s) must only be used for collection services provided as part of

this agreement. They must not be moved to an alternative premises without the consent of Business Waste Services, nor used by another waste collection provider.

- 4.2 The Customer shall permit any person duly authorised by Business Waste Services at all reasonable times to enter the premises at the collection address for the purpose of inspecting and examining the condition of the container(s).
- 4.3 The Customer shall indemnify Business Waste Services against loss or damage to the container(s) provided, regardless of whether it was caused by the negligence of the Customer. Except where damage is caused by the collection crew in emptying the container(s) or from general wear and tear of the container(s).

5. Dangerous Substances

- 5.1 The Customer shall not cause or permit any flammable, toxic, dangerous or hazardous substances to be placed in the container(s). This includes wood, hardcore, rubble, plasterboard, tiles, carpets, paint, furniture, hazardous waste (eg gas bottles, fluorescent tubes, chemicals), car spare parts, scrap metal.
- 5.2 The maximum size of single items of waste acceptable within the residual bin is 600mm x 600mm x 600mm. Any items over this size are classed as large / bulky waste for which the Customer must make alternative arrangements for disposal if they cannot be broken down. This sizing limit ensures no damage to the end disposal treatment process.
- 5.3 If any prohibited materials are found to be present in the container(s), Business Waste Services shall not be under any obligation to collect the residual waste / recycling but standard charges will still apply. The Customer will be responsible for all handling and safe disposal of prohibited materials. Prohibited materials found in the containers may also lead to termination of the Customer's contract.

6. Description of Waste

- 6.1 The Customer is under a legal duty to provide Business Waste Services with an accurate description of the waste to be collected. This information is recorded on the 'Duty of Care Controlled Waste Transfer Note' at the start of this Agreement and then annually.

7. Service Schedule

- 7.1 Business Waste Services reserves the right to change the collection days to meet with operational requirements, where possible 7 days' notice will be given to the Customer.
- 7.2 If unforeseen operational difficulties arise, and Business Waste Services is unable to collect the residual waste/recycling on the scheduled day, the collection will be rescheduled without liability to the Customer.

8. Missed Collection

- 8.1 Missed collections must be notified to us by the end of the next working day via the Council's Report It form on the website, <https://beta.bathnes.gov.uk/report-missed-bin-collection> in order for Business Waste Services to arrange for a collection crew to return and empty the container(s).
- 8.2 If the crew has reported a problem whilst attempting to undertake the collection, such as blocked access or a contaminated bin, this will be displayed on our Report It form to the Customer. Business Waste Services may be able to arrange a return visit, but this will be at their discretion and chargeable to the Customer.

9. Extra Collections

- 9.1 Customers can arrange to have extra waste and/or recycling collected by contacting Business Waste Services. The collection crew(s) will not take additional waste if no advance notice is provided.
- 9.2 An option to pre-pay for additional bagged residual waste (side waste) to be left alongside containers is available. Customers can also request additional collections of their container for a charge. Such requests should be discussed with Business Waste Services and will be subject to operational capacity constraints.

10. Charging and Payment Options

10.1 The Customer will agree to pay promptly via the following means:

10.1.1 Card payment – payment in advance

10.1.2 Direct Debit - the charges for direct debit payments are calculated from the advance twelve-month total amount divided into ten equal instalments on the 5th of every month from May of every year. This is calculated on pro-rata basis for any mid-year starters.

10.1.3 Invoice – full payment in advance for the first six-month service period or part thereof before the first collection date and then in advance prior to each six-month service period. Invoices will cover a six-month service period and will be raised bi-annually in April and October.

11. Termination of Agreement by the Customer

11.1 The Customer may terminate this Agreement by giving at least one month’s written notice (email or letter) during the 12-month Agreement period. An early termination fee of 20% of the outstanding value shall be applicable. Following the initial 12 month period, the obligation to provide one month’s written notice (email or letter) still stands, but there is no associated fee.

11.2 Following receipt of a termination notice, Business Waste Services will contact the Customer to schedule the last collection and removal of any bin(s). The Customer will be obligated to ensure access to the bin(s) is available on the agreed day. Business Waste Services reserve the right to apply a collection fee should they have to make a second scheduled visit to remove all bin(s) that weren’t accessible.

12. Termination of Agreement by the Council

12.1 Business Waste Services may terminate this Agreement by giving one calendar month’s written notice (by email or letter) at any time. If it does so, Business Waste Services may, at its sole discretion, refund part of any advance payment made by the Customer.

13. Charges and Payments

13.1 Collection charges including any variations for the collection service shall be determined by Business Waste Services from time to time. The charges are likely to be set on an annual basis from the 1 April each year. Business Waste Services reserves the right to determine charges at any time. Business Waste Services reserves the right to vary its charges for the collection service by giving 14 days’ written notice to the Customer. In such circumstances the customer may terminate this Agreement early upon giving Business Waste Services 14 days’ notice in writing. The customer shall pay any additional charges arising from a variation under this condition within 14 days of receiving an invoice from Business Waste Services demanding payment.

Agreement

I, on behalf of the above named company, request that Business Waste Services at Bath and North East Somerset Council, to provide a collection service for the removal of business waste from the above named premises, in accordance with the terms and conditions detailed above:

Signed: Print Name:

Position in Company: Date:

Please note: all customers to sign up to these terms and conditions in order to receive our Business Waste Services.