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Terms and Conditions for Commercial Waste Collection Service

Defined terms

1. In this Agreement:

Defined Term	Meaning
Account Opening Form	the account opening form completed by the Customer to request that the Council provide it with the Services pursuant to this Agreement;
Collection Day	the day in each week when the Council will collect commercial waste from the Customer's Container;
Container	a container provided by the Council for the storage of commercial waste, or as otherwise agreed in accordance with clause 12(d);
Council	Buckinghamshire Council;
Customer	the legal person identified in the Account Opening Form who is purchasing the Service from the Council;
Premises	the premises at which a Container is to be located for the purposes of enabling the Services to be provided pursuant to the terms of this Agreement;
Service	the provision of a Container, the collection of commercial waste from that Container, and the provision of any further Container as may be required by the Customer from time to time, together with the transport, delivery, and disposal of any such commercial waste in accordance with the law; and
Waste, Controlled Waste, and Commercial Waste	the same meanings as provided in the Environmental Protection Act 1990 (together with any Regulations, Codes of Practice, and any other subordinate legislation made thereunder).

The Customer's use of the Containers

2. The Customer shall:
 - a. ensure that all Waste is placed into the appropriate Container;
 - b. not place any items into a Container which are likely to damage the Container, and in particular, items which are a fire hazard (such as, without limitation, hot ashes);
 - c. maintain the Container in a safe and serviceable condition whilst it is at their Premises (fair wear and tear excluded);
 - d. ensure that the Container is only filled to a point to enable it to be easily maneuvered;
 - e. ensure that nothing other than Commercial Waste is deposited in the Container;
 - f. ensure that any Container which is a recycling bin is free from contamination (as described in clause 9(b) below);
 - g. ensure that any Container which is a food bin is free from contamination (as described in clause 9(c) below);
 - h. where the Service is being provided on the basis of being "on call" (as described in the Account Opening Form, or otherwise communicated in writing by the Council from time to time):
 - i. call for a collection prior to 16:00 hours, following which a collection will be made by the Council in accordance with the schedule of collections agreed in writing from time to time; and
 - ii. maintain a minimum of one (1) collection in every twelve (12) week period, failing which the Council may, at its sole discretion, impose a change to the Service;
 - i. notify the Council of any missed collection within forty-eight (48) hours of the agreed collection date;
 - j. where it wishes to use a sack to place its Commercial Waste for collection:
 - i. purchase such sack from the Council (and the Customer acknowledges that the Council shall not collect any Waste in a sack which was not purchased directly from it); and
 - ii. present such sack outside its Premises on Collection Day, unless the Council has agreed an alternative arrangement in writing in advance.

- k. ensure that all Containers are:
 - i. located at the collection point agreed with the Council in advance;
 - ii. maintained in such a manner as not to cause nuisance, interference, or obstruction to members of the general public in accordance with the Highways Act 1980; and
 - iii. transported, at the Customer's cost, from its Premises to any new premises should the Customer relocate; and
 - l. be responsible for all loss or damage to any Container, irrespective of fault or negligence on its part.
3. The Customer acknowledges that the Containers shall at all times remain the property of the Council.

Regulatory Compliance by the Customer

- 4. The Customer acknowledges that the Council can only deliver the Service in the event that the Customer holds and maintains an up to date waste transfer note. The Customer therefore agrees that the Council shall be entitled to immediately terminate this Agreement if the Customer does not have an up to date waste transfer note.
- 5. Subject to clause 6 below, the Council shall include a charge of eighty five pounds (£85.00), which the Customer hereby acknowledges and agrees represents the Council's reasonable administrative cost of providing the Customer with all such annual documents as are required to ensure the Customer's compliance with the Environmental Protection Act 1990, within the invoice which is issued to the Customer each April during the term of the Agreement.
- 6. The Council may, at its sole discretion, waive the application of the administrative charges detailed in clause 5 above where such invoice would be served on the Customer within the first twelve (12) months of the Agreement, and that Customer has not held a contract with the Council within the previous twenty four (24) months.
- 7. The Customer shall ensure that it complies with the requirements of the Health and Safety at Work etc. Act 1974 and shall not do, or permit to be done, anything which may have a detrimental impact on either its obligations, or those of the Council, in respect of that Act in relation to the Services.
- 8. The Customer shall, at all times during the term of this Agreement, comply with the requirements imposed upon it by the Environmental Protection Act 1990 (and any subordinate regulations, codes of practice, or guidance issued thereunder).
- 9. The Customer shall not deposit, or permit to be deposited, any of the following items into any Container:

a. where that Container is a waste bin:

- i. Asbestos, or any material known to contain asbestos;
- ii. Liquids;
- iii. Batteries;
- iv. Tyres;
- v. Gas cylinders;
- vi. Animals, or animal by-products;
- vii. Televisions, computer monitors, or laptops;
- viii. Fluorescent tubes; and
- ix. Rubble and building materials; or

b. where that Container is a recycling bin:

- i. Cling film, plastic carrier bags, bin bags, or any kind of polythene bag;
- ii. Drinking glasses or crockery;
- iii. Empty paint tins/engine oil containers;
- iv. Clinical waste/Sharps;
- v. Oven proof glass (such as, without limitation, Pyrex);
- vi. Plastic plant pots;
- vii. Polystyrene (such as, without limitation, packaging beads, drinks cups, and hot food trays);
- viii. Textiles, clothing, or shoes;
- ix. Electrical items;
- x. Any food waste; or
- xi. Any other items not listed as a recycling item; or

c. where that Container is a food bin:

- i. Any rigid plastic, packaging, or cling film;
- ii. Pet litter or bedding;
- iii. Large quantities of liquids (such as, without limitation, milk, oil, or gravy); or
- iv. Dog or cat faeces.

10. The Customer acknowledges that the Council is not licensed to remove any of the items listed in clause 9(a) above, and shall be entitled to suspend its delivery of the Service until any such items are removed by the Customer.

11. In the event that the Council collects commercial waste from the Customer and subsequently to such collection any item listed in clause 9 above is found to have been deposited in the Customer's Container, the Customer shall be deemed to have contaminated the relevant load (a **Contaminated Load**), and the following shall apply:

a. the Council shall be entitled, at its sole discretion, to charge the Customer a flat rate contamination fee (such fee to be calculated by the Council in line with the appropriate fee for the contaminated Container);

- b. the Council shall be entitled to recover, as a debt from the Customer, the full costs incurred by the Council in dealing with the contamination and, in particular:
- i. any costs incurred in restoring the refuse collection vehicle affected by the Contaminated Load (such costs shall include, without limitation, any cleaning costs, any overheads, expenses, costs, or losses incurred due to the relevant refuse collection vehicle being unavailable for use by the Council in its other operations whilst such cleaning is taking place, and any costs incurred in connection with hiring a replacement refuse collection vehicle); and
 - ii. any costs incurred in restoring any waste processing plant (such costs shall include, without limitation, any loss of income or other revenue whilst such plant is unavailable for use, any penalties, fines or other costs incurred by the Council due to the Contaminated Load impacting on the operation of the waste processing plant, and any cleaning costs incurred in addressing the impact of the Contaminated Load on the waste processing plant).

The Service

12. The Council shall:

- a. arrange for the collection of the agreed number of Containers from the locations set out in the Account Opening Form (or otherwise agreed in writing between the parties), and shall dispose of its contents in accordance with its duties;
- b. be entitled to vary, at its sole discretion, the delivery of the Service during any bank, or other public, holidays, during any emergency, or to meet any of its other operational requirements. Where the Council uses its discretion under this clause 11(b), it shall use its reasonable endeavours to provide electronic communication to the Customer of that fact, and to make alternative arrangements to collect the Containers on another date, provided that the Customer shall cooperate with the Council in making such alternative arrangements. The Customer shall not be charged for any missed collection under this clause 11(b), or for any subsequent collection arranged pursuant to this clause 11(b);
- c. if the Council misses a collection (other than in accordance with clause 11(b) above), it shall use its best endeavours to collect the Container as soon as possible thereafter;
- d. provide the Containers detailed in the Account Opening Form, or as otherwise agreed in writing between the parties;
- e. without prejudice to the generality of clause 2(m) above, replace any Container which is no longer suitable for the purposes of the delivery of the Service where that is due to fair wear and tear, or due to damage caused directly by the Council in delivering the Service;

- f. collect any overspill of Waste on, about, or adjacent to the Container unless the Customer has indicated that they do not wish for the Council to do so as required in the Account Opening Form;

Payment

13. The Customer shall pay each invoice raised by the Council in respect of the Service within fourteen (14) days of the date of that invoice.
14. If the Customer defaults in payment by the due date of any invoice, the Council shall be entitled to:
 - a. suspend further performance of the Service until all payments have been made in full by the Customer; and/or
 - b. impose a late payment charge of twenty five pounds (£25.00) for each month in which a balance remains overdue, which the Customer agrees is a reasonable and proportionate estimate of the costs which the Council would incur in administering such late payment.
15. If the Council has collected any overspill of Waste in accordance with clause 11(f) above, the Customer shall, in addition to any other charges imposed on it by the Council in respect of the Service, pay the overspill collection charge to the Council.

Term and termination

16. This Agreement shall renew annually from the date described on the Account Opening Form.
17. Either party may terminate this Agreement by providing ninety (90) days' written notice to the other party.
18. The Council shall have the right to terminate this Agreement if:
 - a. the Customer commits, or permits, any breach of the terms of this Agreement;
 - b. the Council considers that the Customer is unable to, or unwilling to, pay the charges for the Services; or
 - c. the Customer commits an act of bankruptcy, allows a receiver of its assets to be appointed, enters into compulsory or voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation), or makes any arrangements with its creditors or allows distress to be levied or threatened upon a Container, or any other property of the Council on the Premises.

Variation

19. The Council reserves the right to change any of the terms of this Agreement by serving upon the Customer a letter or email detailing the updated terms of this Agreement.

Confidentiality

20. In order to protect their respective commercial interests, each party agrees that it will not disclose the amount of the charges payable under this Agreement to any other person, other than:
 - a. for audit or other purposes connected with the management or regulation of either party's business;
 - b. where such disclosure is required pursuant to any judicial or regulatory process, or in connection with any action, suit, proceedings, claim, or otherwise by law (including, without limitation, the Freedom of Information Act 2000, or the Environmental Information Regulations 2004); or
 - c. after having obtained the written consent of the other party to such disclosure.

Limitation of Liability

21. The Council shall not be liable for any indirect or consequential loss arising out of its failure to perform the Service.
22. Subject to clause 21 above, the Council's sole liability in the event of any failure to perform the Service shall be limited to that sum set out as the weekly charge in the Account Opening Form.