

# This Annex 1 to the Trade Waste Agreement between Inverclyde Council and the Customer

## Inverclyde Council Commercial Waste Collection Service – Terms and Conditions

### 1. THE PARTIES

In these terms and conditions of service (“**Conditions**”), the “**Customer**” is the person who has completed, signed and submitted to Inverclyde Council (the “**Council**”) an acceptance letter (“**Trade Waste Agreement**”) and a completed waste transfer note (“**WTN**”) in the form annexed to the Trade Waste Agreement.

### 2. THE SERVICES

- 2.1 The Council operates a wheeled bin system for the collection of commercial waste (the “**Service**”). A trade sack service is available for any Customer who does not have a bin area.
- 2.2 Commencement of the Service  
As a condition of receiving the Service, the Customer shall have:
  - (a) Undergone a visit from the Council’s commercial waste officer to assess the Customer’s requirements;
  - (b) Completed, signed and returned to the Council a Duty of Care Waste Transfer Note;
  - (c) Completed, signed and returned to the Council the Trade Waste Agreement.
  - (d) Paid the Service Fee for a six month period in advance.
- 2.3 The Customer acknowledges that only wheeled containers of a style approved by the Council and/or Council issued trade refuse sacks shall be used for the storage and presentation of commercial waste in connection with the Service.
- 2.4 The Customer acknowledges that no waste beyond the capacity of the wheeled bin shall be collected unless such waste is contained within Council-issue trade sacks.
- 2.5 The Council’s staff shall not, unless specifically instructed to do so by the Council enter any premises to collect waste or return empty wheeled containers. The Council shall accept no liability for claims in respect of damage to property in doing so unless to the extent caused by the negligence of Council staff.
- 2.6 The Council shall not provide the service on the following holidays: Christmas Day, Boxing Day, New Year’s Day and 2<sup>nd</sup> January.
- 2.7 The Service shall exclude the collection and disposal of cooking oil, animal by-products, asbestos, poisonous, noxious, toxic or other hazardous material (“**Excluded Items**”).
- 2.8 Commercial waste may be disposed of at the Council’s Pottery Street Depot, Greenock, PA15 2UH within office hours (commercial waste cannot be processed at Kirn Drive Recycling Facility, Gourrock at any time). Commercial waste is charged per half tonne or part thereof in accordance with the scale of charges on the Council’s website. The Customer acknowledges that it requires a valid Waste Carriers Licence prior to carrying the waste of any third party.

### 3. THE SERVICE FEES

- 3.1 The cost of the Service is based on the volume of waste uplifted and the frequency of uplifts (the “**Service Fees**”). The scale of charges is detailed on the Council’s website and is inclusive of both landfill tax and VAT at the prevailing rates.
- 3.2 The Service Fees are payable by the Customer 6 months in advance before commencement of the Service. The Customer shall make payment in advance upon receipt of an invoice at the beginning of April and October. The Council’s first invoice shall coincide with the date of commencement of the Service.
- 3.3 The Customer may terminate the Service in accordance with clause 5.4 however the Customer shall be liable for Service Fees until one month after the Council receives such notification.
- 3.4 The Council may make an extra charge to the Customer where access is not available and a return visit is required to complete the collection.
- 3.5 Excess collections for the Customer shall be invoiced separately by the Council.
- 3.6 The Council reserves the right to increase prices with immediate effect when conditions arise outwith the Council’s control e.g. landfill taxes increasing. The Council shall endeavour to provide written advance notice of any increase in the Service Fees.

3.7 The Customer is liable for all costs, fees and disbursements incurred by the Council in recovering any Service Fees owed to it by the Customer.

**4. CUSTOMER OBLIGATIONS**

- 4.1 The Customer shall provide sufficient bins to ensure adequate storage of waste.
- 4.2 The Customer must not place dangerous or noxious objects or substances into any container provided for the collection of waste in connection with the Service.
- 4.3 The Customer acknowledges that the Council is unable to collect any material classified as hazardous in the European Waste Code categories.
- 4.4 The Customer shall make special arrangements for the uplift and disposal of Excluded Items.
- 4.5 The Customer shall ensure that its waste containers are accessible by Council staff and available for collection between 0700 and 1800 on the scheduled day of collection. These arrangements include the unlocking of any gates or doors at the Customer's premises prior to collection.
- 4.6 The Customer shall maintain the vehicular access surface, container storage and loading route surfaces of its premises as a hard standing of good condition, free from ruts, potholes and other obstacles which may impede the safe movement of the collection vehicle and/or container in delivering the Service.
- 4.7 The Customer shall not block the pavement or roadway. If required, the Customer may consider placing a temporary "NO PARKING – KEEP CLEAR – REFUSE COLLECTION ACCESS" sign or similar deterrent in a prominent position.
- 4.8 The Customer shall as soon as possible after collection remove the wheeled bins from the collection point and return them to their premises to avoid any danger or nuisance to the public.
- 4.9 The Customer shall not overfill containers and shall ensure container lids remain closed.
- 4.10 The Customer shall be responsible for any repair, maintenance or renewal of containers including repair of normal wear and tear during the provision of the service.
- 4.11 The Customer shall be responsible for cleaning and disinfecting the container, both internally and externally.
- 4.12 The Customer shall procure that any new owner of its business shall enter into a new Trade Waste Agreement with the Council promptly and without undue delay.
- 4.13 The Customer shall retain its WTN(s) for at least two years.

**5. TERMINATION / SUSPENSION OF THE SERVICE**

- 5.1 The Council may cancel or amend these Conditions or the Service subject to providing the Customer thirty (30) calendar days prior written notice.
- 5.2 In circumstances where the Customer's own container is unfit or unsafe, the Council may notify the Customer that the Service shall be suspended with immediate effect, pending the Customer effecting suitable repairs or replacing the waste container.
- 5.3 Breach by the Customer of any of these Conditions may result in the Council terminating the Trade Waste Agreement with immediate effect.
- 5.4 If the Customer wishes to terminate the Trade Waste Agreement or vary the Service received, it shall give thirty (30) calendar day's prior written notice to the Council. Failure to do so shall incur liability for charges in connection with the Service. Notwithstanding that no waste is placed out for collection by the Customer, the Service shall continue to operate until such Customer notice of cancellation is received by the Council.
- 5.5 The Council expressly reserves the right to withdraw the Service without notice in the event of conflict or any other emergency, pandemic, civil commotion, riot, strikes, **adverse weather** conditions or other circumstances outwith the Council's control. No refund of fees shall be payable by the Council in the event of any loss of service resulting from the aforementioned causes.
- 5.6 Any notice to be provided in connection with these Conditions shall be in writing and may be made by electronic means to the relevant addresses provided in the Waste Transfer Agreement. Where the notice or communication is delivered by email it shall be deemed to have been given: four (4) hours after transmission, where sent between 9am and 5pm on a working day, or at 10am on the next working day when transmitted out with these times.