

Business Recycling Standard Terms and Conditions for the collection and disposal of business waste



Terms and Conditions

1. The Contract must be signed by a senior manager/Director who has the responsibility for entering into legal Contracts and can authorise payments.
2. The Council and its employees do not accept any liability for accident, injury or death caused during the collection of your waste, except where there is evidence that Council and its employees have been proven to have acted negligently.
3. The Council will so far as reasonably practicable will empty and dispose of the waste in the supplied containers at the agreed frequency (unless otherwise agreed in writing).
4. Collections will take place Monday to Friday bins must be accessible from 7.00am to 4.00 pm on the agreed day of collection.
5. The bin/sack must be sited on a level, firm surface and accessible for collecting.
6. If access to the bin/sack is not available, the refuse/recycling will be collected on the next scheduled collection day. A return fee may apply.
7. You have a legal duty of care to ensure your business waste is contained within the container provided and cannot escape into the environment. Failure to comply with your duty of care will result in monitoring and prosecution where appropriate from our Environmental Enforcement Team.
8. Other than when the container is being filled; the lid of the bin should be kept shut and in the closed position for emptying.
9. Excess waste is chargeable and will not be taken unless by prior agreement.
10. Regular inspections may take place to check that you are receiving the best service from us; and your site and bins are in compliance with our working practices and health and safety regulations.
11. Regular monitoring of contamination levels may take place to ensure waste is being disposed of correctly.

Fees.

12. Agreements that are signed part way through the year will be charged on a daily pro rata basis from date of agreement commencement to March 31st of the applicable financial year.
13. Payment of the invoice will be due within 28 days from the date of the invoice. If an invoice remains unpaid, collection services will be suspended and any bins belonging to the Council will be removed without notice. The collection service will only be re-instated upon receipt of full payment of the outstanding invoice.
14. The Council may at any time initiate county court proceedings to recover any debts. The Customer will be responsible for all costs and fees thereby incurred by the Council.

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Bromsgrove
District Council

www.bromsgrove.gov.uk

Environmental services
Parkside, Market Street, Bromsgrove,
Worcestershire, B61 8DA
Main Switchboard: (01527) 881188
Fax: (01527) 881713
Email: bsu@bromsgroveandredditch.gov.uk

Rented Bins

15. All rented bins remain the property of the Council.
16. You are responsible for keeping your bin in a safe clean and serviceable condition. Damage resulting from improper use will result in additional costs which you will be liable for.
17. Damaged bins need to be reported to the Council.
23. Prior to the commencement of the next financial year notification of the new charges will be sent out to you. Collection may cease if payment has not been received or if a Waste transfer Notice has not been completed.
24. The Council reserves the right to amend the conditions in the agreement and to terminate the agreement subject to giving one month's notice in writing.

Owned Bins

18. The Council does not accept any responsibility for damage, loss or wear and tear to bins owned by the Customer.
19. The Council will not be responsible for the maintenance and servicing of purchased bins.
20. Owned bins must be to an EN840 standard.
25. To terminate the Contract you must notify us in writing giving 90 days' notice. Refunds will be calculated on the period from termination date to end of the applicable financial year. A £60 admin charge termination fee may be payable.

Waste Transfer Notes

21. In signing up to this contract you are agreeing to register and complete your Waste Transfer Notes with Edoc (Electronic Duty of Care) on an annual basis.

Cancellation

22. If the Customer does not notify the Council that the business has moved, ceased to trade or changed ownership; you will still be liable for any outstanding debts.