
Terms and conditions for the collection of commercial waste.

1. The Council shall provide to the Customer the trade waste service described in the contract signed. Collection days and times shall be agreed with the Council but time is not of the essence of the contract in performance of the service.
2. This contract starts on the contract start date shown and is for an initial term of twelve months. After the initial term, the contract shall continue on a one-monthly periodic basis until terminated by either party in accordance with these terms and conditions.
3. The Customer shall pay to the Council the charges shown on the invoice/Direct Debit mandate. The Customer shall pay invoices within 21 days of the date of the invoice. If the Customer fails to make any payment when due (whether on invoice, direct debit or cheque), he shall pay interest on the overdue amount on a daily basis at the rate of 4% above Barclay's Bank's base rate from time to time, from the due date until actual payment of the overdue amount, whether before or after judgment. In addition, the Council reserves the right to suspend its collection service until the overdue amount and interest have been paid.
4. All containers supplied under this contract remain the property of the Council. The Customer shall not sell, hire or otherwise dispose of any container. The Customer shall not place any sign, lettering, logo or advertising on any container other than to identify their use of it.
5. The Customer shall be responsible for the safe custody of containers supplied under this contract. If a container is damaged, the Council reserves the right to charge the cost of repair to the Customer. If a container is lost or irreparably damaged, the Customer shall pay the full replacement cost to the Council. The Customer must keep the container(s) reasonably clean; the Council reserves the right to remove and clean the container(s) and recharge the cost of doing so to the Customer if in its reasonable opinion the Customer has not complied with this obligation.
6. The Customer must use containers only for the type of controlled waste specified on the exterior of the container. The Customer **must not** put any poison, explosive, liquid, spoil, earth, bricks or other rubble or any other waste that could be considered hazardous waste under the Hazardous Waste (England and Wales) Regulations 2005 into **any** container. If the Customer breaches this condition, the Customer shall pay to the Council the full cost of dealing with the contaminant. The Customer must load the container(s) safely and evenly and not overfill the container(s).
7. The Container(s) must be accessible at the collection point identified in the contract on the day of collection. The Council reserves the right to make an additional charge to the Customer if a return visit is necessary to make a collection. For two-wheeled containers, the collection point must be within 25 metres of the nearest accessible point for the Council's refuse vehicle and for four-wheeled containers, within 10 metres of that point. The path to the container(s) must be free of kerbs, steps and potholes, have solid foundations, be suitably covered with a smooth, continuous surface and have a gradient of not more than 1 in 14 and a minimum width of 1.50 metres.
8. The Customer must allow the Council access to the container(s) at all reasonable times for the purpose of inspection.
9. This contract may be terminated at any time after the initial term by either party by giving one month's notice in writing to the other. The Council may terminate this contract with immediate effect by giving notice in writing to the Customer if the Customer has a receiver appointed over all or a substantial part of his assets or (if an individual) is declared bankrupt or (if a company) becomes insolvent or has an administrator appointed to manage its affairs.
10. This contract, together with the associated controlled waste transfer note, is the entire agreement between the parties and supersedes all other agreements and negotiations. No waiver, amendment or modification of any of the terms of this contract shall be effective unless made in writing and signed by authorized representatives of both parties. The Customer shall inform the Council as soon as practicable of any changes in the information originally agreed.
11. No person other than the Council and the Customer has any rights in this contract. The Customer may not assign or otherwise transfer either the benefits of this contract or the Customer's obligations under it.
12. The Customer shall indemnify and keep indemnified the Council and its personnel against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever arising directly or indirectly as a result of any action, omission, default or negligence of the Customer or any servant or agent of the Customer.
13. This contract is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction over all matters concerning it.
14. In the event of termination of this contract or suspension of the service, the associated controlled waste transfer notice shall no longer be valid.