

TERMS AND CONDITIONS

1. The customer shall during the continuance of the Contract, pay to the Council a charge for the service. The charges are to be paid in advance. Payment is due no later than shown on the invoice from the Council's Director of Finance. All charges are subject to VAT at the prevailing rate. Amendments should be confirmed in writing. Any additional waste not contained in the bin(s) will be charged as the equivalent 'extra' empties and will show as an adjustment on your next invoice.
2. The Contract is automatically renewed for 12 months on the 1st April each year. Either party may terminate the Contract giving one months notice in writing (to the address given on the Contract) prior to 1 April.
3. The Council reserves the right to increase, or decrease, the charges from time to time, any changes to be notified to the customer, in advance, by the Council.
4. The customer shall, at his/her own expense, keep the containers clean and/or disinfected, and in good repair and condition (fair wear and tear excepted), in particular wheels oiled and free from obstructions, and shall permit the Council's representatives at all reasonable times to have access to the said containers, and to inspect the site and condition thereof.
5. The customer shall be responsible for siting the container(s) on his/her premises, so as not to cause a nuisance. Containers must not be stored on the highway.
6. The customer shall place the container(s) to be emptied in positions of easy access for collection by the Council's employees.
7. The customer hereby indemnifies the Council in respect of all damage, or injury, to persons or property, and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith occasioned directly, or indirectly, by the presence of the container(s), on or about, the customers premises.
8. The customer shall bear the cost of making good any loss, or damage, to the equipment, or any part thereof, whilst at the collection address, fair wear and tear excepted. The cost of any such making good shall be paid by the customer forthwith on demand.
9. The customer shall not burn, or cause, or suffer to be burned, any material in the container(s).
10. This service is not to be used for the disposal of liquid waste.
11. In charging for composite hereditament, an allowance equivalent to domestic output will be granted.
12. Where the customer fails to pay any charge by the due date, the Council may, at its discretion, stop collecting refuse and/or take back the container(s) at the customer's expense. This will not affect the customer's liability to pay any arrears.
13. The customer will also comply with all relevant Parliamentary statutes and regulations. In particular, the customer will:-
 - a) put all the refuse produced at the premises in the containers and keep the lids closed when the containers are not being filled, and comply with the relevant sections of the Environmental Protection Acts 1990 and 1994.
 - b) not use the containers dangerously, or for dangerous waste, or do anything that may contravene the Health & Safety at Work Act 1974.
 - c) not use the containers for poisonous waste or do anything that may contravene the Control of Pollution Act 1974 as amended by the Environmental Protection Act (The Waste Management Licensing Regulations) 1994.
 - d) complete and return all Duty of Care documentation as required by The Environmental Protection (Duty of Care) Regulations 1991.