

NORTH YORKSHIRE COUNCIL
CONDITIONS OF COLLECTION AND DISPOSAL OF CHARGEABLE CONTROLLED WASTE
LOCALITY: BOROUGH OF SCARBOROUGH

General

1. These terms and conditions along with the confirmation of service / invoice form the contract between North Yorkshire Council and the customer, to the execution of any other terms that the customer seeks to impose or incorporate.
2. We (North Yorkshire Council) will provide a commercial waste collection service to you (the customer) in accordance with current legislation and these terms and conditions provided you have completed a Waste Transfer note and made the appropriate payment as it becomes due. Time of payment is of the essence. Charges for the service will be calculated in line with the confirmation of service details, terms and conditions contained in this letter and invoice.
3. Late or non-payment may result in your service being suspended but you will remain liable for any charges that accrue over the suspension period. If late or non-payment results in the removal and return of bins you will be charged an additional fee.
4. Waste Transfer Notes are not valid where payment for a service period has not been made.
5. Where the required documentation or payments are not received we reserve the right to administer an additional charge for late receipt (currently £20.00). Where documentation or payments are withheld we may immediately terminate the service and remove any containers provided.
6. All commercial mixed municipal waste (200301) must be placed in the containers provided and set out in the agreed location for collection on collection days only. Any container which is poorly presented or is so heavy as to be difficult to manoeuvre or lift, or which contains prohibited materials will not be collected. The matter will be investigated by us and you will be informed accordingly.
7. Bins that exceed the following weights may not be collected: 240 litre bins exceeding 75kg, 360 litre bins exceeding 100kg, 660 litre bins exceeding 150kg and 1,100 litre bins exceeding 250kg.
8. The containers provided for commercial waste shall only be collected / emptied by our operatives. Only the containers provided by or purchased from North Yorkshire Council for your address location shall be used.
9. We will collect commercial waste in accordance with quantities and frequencies as set out in this agreement. An additional charge will be levied for any change in either quantity or frequency (currently £20.00). We reserve the right to vary the collection frequencies where circumstances arise which are beyond our control.
10. Bank Holiday collections are normally suspended and revised collection arrangements put in place. Revised collection days will be shown on the Council's website at www.scarborough.gov.uk/commercialwaste. A limited collection service will operate on Bank Holidays and customers specifically requesting a Bank Holiday collection will be levied an additional charge per collection.
11. We reserve the right to increase our charges at any time to take account of any variation in our costs including, but not limited to, variations in wages, disposal costs, administration costs, cost of materials and equipment, fuel, taxes, duties and cost of compliance with all relevant legislation. We will endeavour to provide four weeks' notice of any variation to our charge, but notwithstanding this, you will be liable to pay any increase from the date specified on the notice.
12. If any provision of this agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions of this agreement shall continue in full force and effect.
13. English law applies to the Order and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England.
14. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

Duty of Care

15. The waste containers supplied as part of this agreement are not designed to be used for the manual or mechanical compaction of waste. The use of such equipment is therefore strictly prohibited. Use of such equipment places the safety of our employees at risk and will result in the suspension or termination of this agreement.
16. Any recycling containers supplied by us are strictly for the recycling of paper, card, cardboard, cans and plastic bottles only. All such materials must be clean and empty. We will not empty recycling containers contaminated with other waste but you will still be charged for the collection. If the container is found to be contaminated it is your responsibility to remove the contamination prior to collection. Should this result in an additional visit being made to your premises by the collection vehicle an additional collection charge will be added to your account.
17. Commercial waste must be stored securely at your premises and only in the containers provided. You are responsible for ensuring that no nuisance is caused to North Yorkshire Council or any third parties. Commercial waste bins should remain closed at all times. No excess waste will be collected unless an appropriate payment is made or unless the materials are contained in pre-paid North Yorkshire Council waste sacks.
18. Only non-hazardous wastes of the nature described in this agreement shall be placed in the waste containers provided. No liquids (including waste oil), untreated meat or quantities of fish/shellfish, waste deemed unacceptable (specifically rubble, plasterboard and other building materials), hazardous or clinical wastes shall be placed in the containers. The burning of materials in any container is absolutely prohibited.
19. Where a collection bin or bins are provided these should be maintained by you in the condition in which they were provided and not abused in any way. Any such containers remain our property.
20. You will regularly clean and disinfect the interior/exterior of the bin as necessary or as we may require. Bins/Containers damaged through no fault of North Yorkshire Council will be replaced on payment of a charge by you based on current market rate cost of a bin/container plus delivery.
21. We will be entitled to take samples of your waste at any time to ensure that your description of the waste is true, accurate and complete.
22. You agree that you have a duty of care under the Environmental Protection Act 1990 to take all reasonable steps to ensure waste is managed in an authorised manner and you will comply with all your legal obligations including those in respect of the Waste Transfer Note. You are legally required to keep the Waste Transfer note issued to you for a minimum of two years. An authorised officer may demand to see any Waste Transfer notes held by you and take copies thereof.

Duration / Variation

23. This agreement shall commence on the date stipulated on the waste transfer note contained in this letter and shall remain in operation for any initial period stipulated in our agreement and unless stated otherwise shall be renewed automatically thereafter for successive periods of one year unless terminated in accordance with this agreement. We will serve at least four weeks prior notice to you of any proposed changes to the terms of these terms and conditions.
24. Unless stated otherwise, during the period of this agreement, you shall not obtain the services from a third party that are substantially similar to the service provided by us.

Termination of Contract

25. The period of notice for termination of the contract is not less than 90 days and no more than 180 days before the anniversary of the initial date or renewal date of this agreement. Notice must be in writing sent by pre-paid first class post or other next working day delivery service or by hand delivery. Notwithstanding this, we may immediately terminate the contract if any due payments or documentation are not received or if you

commit a material breach of this agreement. We reserve the right to recover payment for any services provided up to and including the date of termination. Any termination of this agreement by us will not affect or prejudice any accrued rights or claims.

Safety and Indemnity

26. You are wholly responsible for the safety of all persons, (including the employees and agents of North Yorkshire Council), entering your premises. You must ensure the existence of a safe working environment at your premises at all times.
27. Any act by you which puts the safety of any of our employees or agents at risk, may result in the suspension or termination of this agreement.
28. You shall bear all risks involved in connection with siting, loading or use of the containers provided. You shall ensure clear and safe access to the containers. This includes ensuring a hard, level surface is maintained between the storage area and the vehicle loading point.
29. You shall indemnify us against all claims arising through any neglect, act or breach by you. This includes, but is not restricted to any claims in relation to the waste containers, any misuse, access to and/or the location of any customers waste storage facility. You will be responsible for the cost of any replacement container damaged through negligence or misuse or vandalism or the use of mechanical/manual waste compaction equipment.
30. We shall not be liable to you or be deemed to be in breach of this agreement by reason or any delay in performing or failing to perform any of our obligations in relation to the service, if the delay or failure was due to your acts or omissions or any cause beyond our reasonable control.
31. We reserve the right to immediately suspend collections where the health and safety of employees or agents or vehicles are considered at risk until such time as the arrangements are considered safe by us.

Transfer Sub contract and Novation of Contract

32. We may assign, novate or otherwise transfer all of our obligations, benefits and burdens under this agreement to a third party of our choosing by serving four weeks written notice on you.
33. A registered carrier or broker of controlled waste registered with the Environment Agency will only be entitled to arrange this service on your behalf or transfer sub contract or assign this agreement on production to us of written copies of registration authorisation and all relevant paperwork.

Complaints Procedure

34. Whilst endeavouring to ensure the highest standards of customer care we accept that, on occasion, things can go wrong. Should you have any cause for complaint you are asked to contact our Customer Services Officer in the first instance. If you remain dissatisfied, then the complaint should be made in writing to North Yorkshire Council, Commercial Services, Town Hall, St. Nicholas Street, Scarborough, YO11 2HG. FAO Commercial Manager.
35. Your statutory rights and any rights under the Council's Corporate Complaints Procedure remain unchanged.

GDPR /Data Protection Act 2018

36. We will process your personal information in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. We may use your personal information in a number of ways, but only for the purposes for which it was given, for example to provide you with the information or services requested or to administer and protect public funds. We may share your information with, and obtain information about you from, other departments of the Council or other organisations where it is lawful to do so, for example to check the accuracy of information or to prevent or detect crime. For further information on

how we collect, use, share, secure and retain your personal information, and your legal rights, please see our Privacy Notice at <https://www.northyorks.gov.uk/privacy-notices> . Our Data Protection Officer can be contacted: Data Protection Officer, Veritau Ltd, Racecourse Lane, Northallerton, DL7 8AL (tel: 01904552848 or email infogov@northyorks.gov.uk).

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