

North Yorkshire Council Commercial Waste Annual Sack Collection Service Terms and Conditions

1. These terms and conditions form the contract between us and govern the relationship between North Yorkshire Council and the Customer.
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 submitted your acceptance of the terms and conditions, completed a Waste Transfer note and made the appropriate payment as it becomes due.
3. All commercial waste must be placed in the sacks provided for your address locality and set out in the agreed location for collection on collection days only. Bank Holiday collections are normally suspended and revised collection arrangements put in place.
4. Any recycling sacks supplied by us are strictly for the recycling of glass bottles, paper, card, cardboard, cans and plastic bottles only. All such materials must be clean and empty. We will not empty recycling sacks contaminated with other waste. If the container is found to be contaminated it is your responsibility to remove the contamination prior to collection.
5. Sacks should not contain any sharp objects, liquids, untreated meat or quantities of fish/shellfish, hazardous or clinical waste. Any sack which contains prohibited materials will not be collected.
6. Sacks should not exceed 15kg in weight, any that do will not be collected.
7. Only sacks purchased from North Yorkshire Council for your locality shall be used and collections will take place for up to 12 months from the date of purchase.
8. Commercial waste must be stored securely at your premises. You are responsible for ensuring that no nuisance is caused to North Yorkshire Council or any third parties.
9. 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.
10. 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. 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.

GDPR /Data Protection Act 2018

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-notice> . 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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