

Blaenau Gwent County Borough Council Waste Services Section

COMMERCIAL WASTE COLLECTION SERVICES APPLICATION, AGREEMENT & CONTRACT TERMS & CONDITIONS 2020/2021



Blaenau-Gwent County Borough Council

Commercial Waste & Recycling

Section A, Terms & Conditions of Service

1. Period of Agreement

- 1.1. The Council undertakes to collect the controlled waste (detailed in the waste transfer note) from the Customer's premises on a weekly basis for a minimum period of Twelve (12) calendar months after the date of signing the contract and will be renewed automatically thereafter for successive terms of 12 calendar months unless terminated earlier in accordance with the provisions of this agreement.
- 1.2. For Schools & School Canteens, the 12 month contract is based on 42 weekly collections
- 1.3. For all other Customers, the 12 month contract is based on 52 weekly collections.

2. Provision of Service

- 2.1. The Council undertakes to provide the services in accordance with the provisions of this agreement making weekly collections of controlled waste as set out in clauses 1.2 & 1.3, the application section and Duty of Care (waste transfer note).
- 2.2. The Services shall be limited to the quantity and volume of the Container(s) requested and for which payment has been agreed. No refund will be made where the volume of waste collected is less than set out in this agreement. No excess waste will be collected unless by prior arrangement with the council and charged for accordingly.
- 2.3. The frequency of the Services may be changed by the Council during Bank Holidays, other holidays, during a civic emergency, to meet other operational requirements including bad weather or in other circumstances which impact on the Council's ability to provide the Services and which are outside the control of the Council. Such changes will, where possible, be notified to the Customer in advance. If the Council is not able to provide the Services on the days of collection, the Council agrees to reschedule the Services at the earliest possible opportunity without cost to the Customer. The Customer agrees to assist the Council where the need to reschedule the collection.
- 2.4. As a producer of controlled waste, the Customer acknowledges that it has a duty of care under the Environmental Protection Act 1990 (Section 34) to take all reasonable steps to ensure that waste is managed in an authorised manner. As part of this duty, the Customer must ensure that a written description of the Waste is provided to the Council by way of a Waste Transfer Note before the collection of any Waste. The Waste Transfer Note must advise the nature and composition of the Waste, how it will be stored and contain sufficient information to enable safe and legal handling, recovery or disposal of the Waste. Where there are regular collections of the Waste and the description remains unchanged the Waste Transfer Note can be valid for up to one year. The Customer is required by law to keep all Waste Transfer Note(s) for a minimum period of two (2) years. A new duty of care waste transfer note will be sent to you on a yearly basis and it is the Customer's responsibility to complete all relevant sections and return it to the council by the required date. Failure to do so will result in immediate termination of the agreement. There is a **£25.00 administration fee** for all Duty of Care (Waste Transfer notes) issued.
- 2.5. The Customer confirms that they will comply with any requirements resulting from amendments to Waste Regulations and legislation such as Local Authorities and establishments that collect waste from households and businesses being under a legal duty to collect recyclable materials separately.

3. Waste Container(s) Collection, Use and Maintenance

- 3.1. The Council will provide the waste container(s) as requested from the list available, which shall remain the Council's property. The Customer is responsible for insuring against any defacement or accidental damage or loss to the waste container(s) however caused while on loan to the Customer. A charge may be levied for any receptacles lost or stolen from the Customer's site.
- 3.2. The Customer is responsible for choosing the appropriate selection of receptacles offered in line with their own unique business waste profile and the requirement to present recyclable materials separately. The Customer will ensure that only the correct waste is deposited in each receptacle and that no contamination occurs between the waste streams (refuse in with recycling or vice-versa and or mixing of recycle within the range of specific waste stream recycling receptacles. Any contaminated waste identified by the crew at the point of collection will not be accepted and the Customer will be informed. It will be the responsibility of the Customer to remove the contamination to the correct receptacle before the next collection to avoid repeated non-collections due to contamination.
- 3.3. The Customer shall at his/her own expense keep containers clean and/or disinfected (for avoidance of nuisance smells and or insect infestation), in good repair and condition (fair wear and tear expected) and ensure the contents are not set on fire. The Customer shall permit the Council's representatives, at all reasonable times, to have access to the said container(s) and to inspect the site and condition thereof.
- 3.4. The Customer shall place the container(s) to be emptied, in positions of easy access for collection. If a service is required by the Customer, otherwise than on the public highway, the Customer shall afford reasonable, safe and adequate access and space in which loading and unloading operations, delivery and collection may be carried out without risk to, or damage to, the vehicle, its driver or its loader(s), without obstruction to the public highway and must not cause an obstruction, reduce safety levels or cause general nuisance or annoyance.
- 3.5. All waste produced at the Customer's premises must be placed in the appropriate container(s) for collection with the lids shut. In the event of damage to the waste container(s) as a result of ordinary wear and tear, the Council will at its discretion either make good the damage or replace the container(s).
- 3.6. All waste containers must be put ready for collection on the kerbside at the front of the Customer's premises or in another location as defined in clause 3.4 and agreed by the council by 7am and on the specified day of collection but no earlier than the evening of the previous day. The council will not be responsible for any waste presented after this time.
- 3.7. The Customer shall ensure that all waste is stored in the waste container(s) provided by the Council and that the container lids are kept closed after use. Any excess waste shall not be removed off site and the Council shall be under no obligation to remove it.
- 3.8. If experience demonstrates to the Customer that the supplied container is not large enough, it is the Customer's responsibility to obtain and pay the appropriate charge for, a larger container to accommodate the regular expected quantity of that particular waste stream.
- 3.9. The Councils aggregate liability to the Customer for breach of Councils obligations (including negligent breach) or any and all other acts or omissions of negligence by the Council under the Agreement shall be limited to the amount paid by the Customer to the Council for the services provided by the Council under this Agreement, except that nothing in this Agreement shall exclude or restrict the Councils liability for death or personal injury caused by its act, omission or negligence or the Councils liability in respect of any matter for which it is illegal to exclude liability.
- 3.10. Waste Material for collection through this Agreement shall not include any liquids, or any material which is toxic, corrosive, flammable, explosive or hazardous, infectious medical or veterinary waste, whole or shredded used tyres, waste that might cause a problem in the landfill (e.g. hot or chemically active waste), any waste that does not meet the waste acceptance criteria for that class of landfill.

3.11. The Council shall not be under any liability to the Customer in respect of any failure to carry out or delay in carrying out any of its obligations hereunder attributable to any cause of whatever nature outside its reasonable control.

4. CHARGES PAYABLE BY THE CUSTOMER, VARIATIONS AND TERMINATIONS

- 4.1. Commercial Waste charges are not included in the Customer's non-domestic rate payments
- 4.2. The Customer will pay to the Council the weekly collection charge three (3) monthly in advance, calculated in accordance with the rates of charge from time to time determined by the Council and notified in the Application section or in writing to the Customer.
- 4.3. Payment must be received within thirty (30) days of invoice. Delayed payment may result in termination of the service without notice.
- 4.4. The Customer agrees to accept Email as the primary method of invoicing and billing queries (unless it is not possible for verifiable technical reasons)
- 4.5. The agreement is based on a 12 month rolling contract starting and finishing at any given month of the calendar year. Any annual price increases or adjustments will be made at the beginning of the new financial year (April) regardless of what month the Customer's contract runs from. One off invoices will be issued on a pro-rata basis where the cross over is not seamless.
- 4.6. The Council undertakes to collect the controlled waste (specified in the Controlled Waste Transfer Note) from the Customer, for a minimum period of twelve (12) months after the date signing the Agreement. In the event of the Customer failing to make any such payment in advance on or before the due date, the Council shall be entitled to presume that the Agreement is terminated and reserves the right to pursue the outstanding amount remaining for the contracted 12 month period.
- 4.7. The Council shall have the right to increase the collection charge at any time to take in account any increase in cost without prejudice to the generality of the foregoing. Such costs may include increases in disposal costs, central government taxation, collection and fuel costs The Customer will be given not less than one calendar month's written notice of variation of the collection charge.
- 4.8. The Customer is responsible for transactions from their bank account(s).
- 4.9. There is an annual £25.00 administration fee payable by all Customers for issuing of the Duty of Care (Waste Transfer Note), see section 2, clause **2.4**.
- 4.10. Termination of this contract by the Customer requires completion of the rolling 12 month contract period for which the council must receive a minimum of one (1) months' notice in writing (E mail acceptable).
- 4.11. The Council may terminate the Agreement at any time in the event of breach by the Customer or in the event of the Customer making any voluntary arrangement with its creditors, or being the subject of an administration order, or becoming bankrupt, or having a receiver appointed or going into liquidation.
- 4.12. The Council may terminate this agreement at any time after completion of the twelve (12) month rolling contract period and will provide the Customer with a minimum of one (1) months' notice of the same.

5. CONDITIONS

- 5.1. The Council has an obligation to comply with the Freedom of Information Act 2000. At its sole discretion and notwithstanding any other conditions of the Agreement, the Council shall be entitled to disclose to third parties any and all terms and conditions of the Agreement and the contents of any documents and information relating to the Agreement pursuant to the Freedom of Information Act 2000
- 5.2. The Customer shall co-operate with the Council and supply to it, at no cost to the Council and within seven days of receipt of any request received by the Council pursuant to the Freedom of Information Act 2000, all necessary information and documentation required in connection with any such request.
- 5.3. If any term or provision in the Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Agreement
- 5.4. The Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties to the Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 5.5. The Customer must within one week of any change notify the Council of the following changes:
 - i. Name and address of any new owner/occupier
 - ii. In the case of a company, any change of address of the registered office of company.
 - iii. In the case of a company, any merger, take over or amalgamation of Company.
 - iv. Any other material circumstances which may affect the liability of the Customer under this Service Agreement.
- 5.6. Any amendment to the contract **must** be made in writing or Email to the Council. Under no circumstances should this request be via the collection crew.

6. Waste Hierarchy-Regulation 12 (Waste Regulations 2011)

- 6.1. The Customer which imports, **produces**, collects, transports, recovers or disposes of waste, or which as a dealer or broker has control of waste must, on the transfer of waste, take all such measures available to it as are reasonable in the circumstances to apply the following waste hierarchy as a priority order:
 - i. Prevention;
 - ii. Preparing for re-use;
 - iii. Recycling;
 - iv. Other recovery (for example energy recovery);
 - v. Disposal.
- 6.2. The Customer may depart from the priority order in clause **6.1)** so as to achieve the best overall environmental outcome where this is justified by life-cycle thinking on the overall impacts of the generation and management of the waste.
- 6.3. When considering the overall impacts mentioned in clause **6.2)**, the following considerations must be taken into account:
 - i. The general environmental protection principles of precaution and sustainability;
 - ii. Technical feasibility and economic viability;
 - iii. Protection of resources;
 - iv. The overall environmental, human health, economic and social impacts.
- 6.4. The Council will not collect any waste where the priority order of the waste hierarchy has not been applied.

7. Controlled Waste

7.1. The Customer undertakes that the waste provided to the Council will not be subject to the Control of Pollution, Special Waste Regulations, Waste Management (Hazardous Waste) Regulations or other special control regulations and will not contain explosives, highly inflammable, poisonous, polluting or prohibited materials.

7.2. Prohibited materials include:

- a) Raw sewage or septic tank sludge.
- b) Demolition or construction waste.
- c) Any concrete, metal, wooden or other material of sufficient size, shape, or rigidity to adversely affect the compression machinery of the collection vehicle or cause damage to the container.
- d) Waste oils/solvents/paints/chemicals.
- e) Asbestos
- f) Clinical Waste
- g) Special Waste
- h) Liquid Waste
- i) Batteries
- j) Dead Animals
- k) Bulky Waste
- l) Plasterboard
- m) Tyres
- n) Fluorescent tubes

NOTE: The above is not an exhaustive list and the only waste accepted for collection is that detailed on your Duty of Care Waste Transfer Note.

Section B, Application For Commercial Waste Collection Services

Business Type:		Customer No. <small>(Office Use)</small>	
SIC Code:		Registered Charity No. <small>(If Applicable)</small>	

Business Name & Trading Address:	Invoice / Bank Details	Home / Alternative Address <small>(If different from trading address)</small>
Limited Company? Y/N		

I hereby make application to Blaenau Gwent County Borough Council to have waste materials removed weekly from the above address and agree to pay the appropriate charges. I acknowledge that these charges can change annually. The weekly service required is: -

Waste Stream	Receptacle Type	Quantity Required	Weekly Cost <small>(For Use in Conjunction With the Latest Price List)</small>
Mixed Glass	120 Litre Wheeled Bin		
	240 Litre Wheeled Bin		
Mixed Plastic & Metal Cans	55 Litre Plastic Crate		
	90 Litre Woven Re-Usable Sack		
	120 Litre Wheeled Bin		
	240 Litre Wheeled Bin		
	360 Litre Wheeled Bin		
Mixed Paper & Cardboard	55 Litre Plastic Crate		
	90 Litre Woven Re-Usable Sack		
	120 Litre Wheeled Bin		
	240 Litre Wheeled Bin		
	360 Litre Wheeled Bin		
	660 Litre Wheeled Bin		
	1100 Litre Wheeled Bin		
Food Waste	23 Litre Caddy		
	140 Litre Wheeled Bin		
Residual (Standard Rate)	120 Litre Wheeled Bin		
	240 Litre Wheeled Bin		
	360 Litre Wheeled Bin		
	660 Litre Wheeled Bin		
	1100 Litre Wheeled Bin		

Discounted rate for registered charities applies to residual (Refuse) Only.

See Current Price List For Details.

Declaration / Acknowledgement

Please sign both copies of this agreement including the completed application form, keep one for your own records and return the other along with the following:

- Completed and signed front copy of the Duty of Care document (keep the carbon copy as this is a legal document confirming your authorisation to hold and transfer the waste).
- A copy of your company headed paper or copy of the business rates for the premises
- Completed Direct Debit form (if you wish to use this method for payment)

Once these documents have been signed and returned, the Council will deliver the required receptacles and the service will commence.

I have read and understood the terms and conditions set out in this document and agree that they are reasonable. I also agree that the application form along with the terms and conditions and Duty of Care (Waste Transfer Note) shall together form my contract with the Council for the collection of commercial waste.

I confirm that I am authorised to sign this agreement and Blaenau Gwent County Borough Council shall be entitled to assume that I have been so authorised. If the business is not a limited company, the company owner must sign and indicate trading name.

Signed: Date:.....

Title: Name: (Block Capitals)

Position in Company/Organisation:

Landline No:..... Mobile No:.....

E-Mail Address.....

Signed on Behalf of Blaenau Gwent County Borough Council:



.....
Mr. Matthew Stent, Team Manager, Waste & Fleet Management-Neighbourhood Services.

For Office Use Only		
Date Documents Received Back From Customer:	Date Details Entered onto Trade Waste Database:	Date Bin Delivered:
Date of First Collection:	Other:	Other:

Issued by BGCBC Commercial Waste & Recycling Services Department,
Central Depot, Barleyfields Industrial Estate, Brynmawr, Blaenau Gwent, NP23 4YF

Telephone Number: (C2BG) 01495 311556
Email Address: info@blaenau-gwent.gov.uk