



COMMERCIAL WASTE SERVICES – TERMS AND CONDITIONS (version 2.0)

1. CUSTOMER

Argyll and Bute Council (The Council) Terms and Conditions define the 'Customer' as the occupier of the premises which has requested the Council to collect commercial waste from the premises. The Council will collect the commercial waste from the premises subject to the Customer complying fully with the following terms and conditions:

SERVICE AND CHARGES

The Customer shall place the commercial waste into wheeled bins in accordance with the requirements of the Council's kerbside recycling bin service.

- (a) The Customer shall specify the level of service they require to the Council at the commencement of the contract. The Customer acknowledges that the contract between the Council and the Customer shall subsist from the date on which the Customer requests the Council collect the commercial waste from the premises until the following 31st March, and twelve monthly thereafter.
- (b) The Council will issue an invoice to the Customer in respect of the charge for the collection and disposal of the commercial waste for the full twelve month period, or for the period to the following 31st March from the date that the contract is entered into, as appropriate. A Council invoice or Direct Debit advance notice and waste transfer note will be issued annually covering the period 1st April to 31st March or after any changes to service. The Customer shall, within 14 days of the date of issue of the invoice, pay to the Council the charge for the collection and disposal of the commercial waste. The charge may be paid to the Council by the Customer by such means as is advised on the invoice. The Council may commence proceedings for recovery of the charge with immediate effect if payment is not timeously received.

All waste collected and disposed of by the Council shall be charged to the Customer at the rates current at the time of such collection and disposal as detailed on the Council's web site and are inclusive of landfill tax at current rates.

Contracts are, as standard, entered into for the provision of a waste collection and disposal service by the Council on an annual basis. A part year service can be provided on request provided that the period of service requested is of no less than one whole quarter comprising the months; of April to June; July to September; October to December; or January to March.

2. VAT

The Customer accepts that the Council is obliged by HM Revenue and Customs to apply standard VAT charges where applicable i.e. private waste contracts with council acting as a sub-contractor. This tax can be increased or decreased in any future budget by Scottish government amending the rates and

settling the implementation date. The Customer accepts that this element of the charge may be subject to change by government.

3. LANDFILL TAX

The Customer accepts that the Council is obliged to recover all tax due to Customs and Excise for waste which is landfilled and the tax element is a component of the charge paid by the Customer to the Council for the collection and disposal of commercial waste. This tax can be increased at any future budget with the Chancellor settling levels and commencement date. The Customer accepts that this element of the charge may be subject to change by government.

4. COLLECTION DAY(S)

The Council shall advise the Customer of the day(s) of collections. Permanent changes to collection dates can be made following the Council giving 30 days notice in writing to the Customer.

5. CUSTOMER RESPONSIBILITIES

- (a) The Customer shall be responsible for the supply and provision of a wheeled bin(s) of such capacity to allow compliance with the "Duty of Care" (see Duty of Care – A Code of Practice. <https://www2.gov.scot/resource/0040/00404095.pdf>.) Unable to open this link. The Customer shall ensure that waste is placed for uplift in appropriate bin(s), with the lid closed, and positioned at the edge of the foot pavement or at the nearest agreed point on the collection route. The Customer shall avoid excessive compaction of waste which may pose problems when bins are being emptied. **Bins must be placed out for collection by 6.00am on collection day.** If the Customer misses a collection and wishes their waste to be uplifted prior to the next agreed collection day, there may be an additional charge applied assuming such a collection can be accommodated, this would be at the Council's discretion. Bins should be presented to the kerbside on the agreed day(s) with the handles facing outwards towards the road.
- (b) The Customer shall keep wheeled bin(s) in a safe and clean condition. The Council may refuse to handle any wheeled bin not in such a condition.
- (c) The Customer shall, as soon as practicable after collection, remove the wheeled bin(s) from the collection point and return them to their premises in order to avoid any possible danger or nuisance to the general public.
- (d) The Customer shall attach and display a valid Argyll and Bute commercial waste sticker to each bin in order to ensure collection. If there is no sticker present the Council will not uplift the bin/s. Stickers may be obtained by the Customer from the Council. Contact commercial.refuse@argyll-bute.gov.uk to request a sticker if required.
- (e) The Customer shall ensure that the lids are closed on all bins presented for collection. Any wheeled bin with an open lid, due to overfilling of refuse / recycle within, will not be uplifted by the Council. No excess refuse (i.e. refuse presented for collection out with the bin) will be uplifted by the Council unless by prior arrangement and only in extreme circumstances.
- (f) Customers shall segregate recyclates (currently paper, envelopes, cardboard, food tins and drinks cans, aerosol cans, plastic bottles/pots/tubs/trays, cardboard based food and drinks cartons (Tetrapaks) and must use the recycling bin which the council can provide, to secure their division from landfill.
- (g) The Customer shall ensure that their residual bins do not contain any specified recyclable materials. Residual bins will **NOT** be uplifted by the Council if they contain any such specified recyclable materials.

- (h) The Customer must ensure that only specified recyclable materials are deposited in the recycling bin. A contaminated recycling bin will **NOT** be collected. The Council will apply a notification to a recycling bin to alert customers of a contamination problem.
- (i) The Customer will be responsible for ensuring that any contamination to their recycling bin is removed before the bin(s) will be uplifted.
- (j) The Customer must ensure that no Industrial Waste, Hazardous Waste, Special Waste or Animal-by-products are put into any bins for collection. These wastes cannot be accepted for collection by the Council.
- (k) The Customer shall free and relieve the Council from all claims for loss, injury or damage arising from or in connection with the Customers negligence in dealing with the bins/waste or breach of the terms and conditions.

6. ENTRY TO PREMISES

The Council's employees shall not, unless specifically instructed to do so by the Council, enter any premises for the purposes of collecting commercial waste or returning empty wheeled bins or receptacles. The Council accepts no responsibility or liability whatsoever for any claims in respect of loss, injury or damage occasioned by any employees of the Council so doing unless due to negligence on the part of these employees.

7. TERMINATION OF SERVICE

- (a) The Council reserves the right to amend the commercial waste collection service it provides to the Customer subject to thirty days prior notice of the proposed change being intimated in writing to the Customer.
- (b) The Customer shall give thirty days notice to the Council in writing immediately it desires to discontinue or vary the commercial waste collection service provided to it by the Council. Failing notice having been given by the Customer in accordance with this clause, notwithstanding that no waste is placed out for collection, the Council shall continue to deliver the service and the Customer shall continue to be liable for charges in respect of the same. . Requested changes will apply on 1st day of the month with admin discretion to apply 30 day notice period.

8. PUBLIC HOLIDAYS

Collection of waste shall not ordinarily be undertaken by the Council on the following statutory and other holidays, Christmas Day, Boxing Day, New Year's Day and 2nd January.

9. EMERGENCY SITUATIONS

The Council expressly reserves the right to withdraw the waste collection service without notice in the event of war or other emergency, civil commotions, riot strikes, adverse weather conditions, machinery failure or other circumstances out with its control. No refund of charges will be given to the Customer by the Council in the event of the loss of service for the reasons detailed. The Council will take all practical measures, as soon as it is deemed safe to do so, to catch up with any outstanding collections in the event of any of the circumstances mentioned.

10. COMMERCIAL BINS

The Customer shall only use grey bins for general waste commercial waste products and blue bins for recycling. Where service is available for glass and food waste, separate bins will be provided on loan to

Customers by the Council. IMPORTANT the Council only provide glass and food services in areas where it is viable to do so, not all areas will be offered this service. Blue bins will also be provided on loan to customers for recyclable waste. Grey bins must be provided by commercial customers. Customers can purchase grey bins directly from the Council (other suppliers are available for these products). Delivery of new bin purchases can take a number of weeks as these are dependent on external supply chains, this is unfortunately out with the Council's control. Only when all bins are in situ at the Customers premises can service begin. Should a Customer initiate a contract prior to appropriate bins being in place, charges may be applied for this service. IMPORTANT, customers should ensure they have appropriate bin(s) in location prior to ordering collection service.

Bins should be presented to the kerbside on the agreed day(s) with the handles facing outwards towards the road.

11. BED AND BREAKFAST PROPERTIES / SELF CATERING AND HOLIDAY HOMES

Bed and Breakfast properties paying Council Tax will be permitted one domestic bin without overloading and blue recycling bin(s) as with other domestic properties, any overloading of waste will result in a commercial contract to be arranged. If the bed and breakfast is paying non-domestic rates they must be charged commercial rates. Recycling services must also be offered to these properties.

Self-catering properties, playing Council Tax may place waste in a non-recyclable waste bin without overloading and is serviced by the Council's Domestic Service, no extra charges will be made.

Non-Domestic Rates Self Catering property which requires its own service this will be charged at the commercial rate and the property will be issued with a grey bin only. Recycling services must also be offered to these properties. If the waste from this type of property can be contained within the home owners own household bin then no charge should be levied.

The Council reserves the right to consult with the Non Domestic Rates section to verify if a property is listed in their records.

12. ADDITIONAL WASTE

Any additional waste can be presented for uplift only if presented in tied pre-paid sacks supplied by the Council and with advance agreement.

13. NEW, CHANGED OR CANCELLED SERVICES

The Customer should request a new, changed or cancelled request for commercial waste services via the Council's website. An appropriate service will be agreed between the Council and the Customer once applications are made for new or changed services. On payment of new or changed services the Council will issue a waste transfer note to the Customer. The Customer shall return a signed copy of the waste transfer note to the Council for their records.