



## Great Cambridge Shared Waste Commercial T&C's

Our Ref: V 060325

### 1. GENERAL INCORPORATION OF THE SERVICE'S CONDITIONS

The conditions hereinafter stated are the conditions of Greater Cambridge Shared Waste hereinafter called "the Service Provider" and any service undertaken by the Service Provider is undertaken upon the following conditions, unless varied by the terms of any written contract between the Service Provider and the Customer. *Where the customer has previously agreed a contract for waste service with Cambridge City Council or South Cambridgeshire District Council, these entities have combined to be identified as Greater Cambridge Shared Waste.*

### 2. DEFINITIONS

In these conditions, the following definitions shall have effect unless the context otherwise dictates:

- (a) "container" shall mean any container provided by the Service Provider for the service provision including wheeled bins and sacks
- (b) "customer" shall mean the person, firm or corporation for whom any service is undertaken by the Authority
- (c) "service" shall mean the supply of waste services or services of any kind to the customer
- (d) "legal liability" shall mean liability in negligence and in tort generally in contract and in any other head of liability law

### 3. STATUTORY OBLIGATIONS

It is a term of every contract entered into by the Service Provider that the customer shall have complied with all the requirements of government or statutory local or public authority in relation to the service or to the use of any container by the customer.

### 4. NATURE OF THE WASTE AND RECYCLING

The waste and recycling to be collected and disposed of shall be of the type and quantities accurately specified by the Customer in the Duty of Care Controlled Waste Transfer Notice. The Service Provider will not accept any dangerous or hazardous waste or recycling that has not been declared for removal. The Service Provider may, without prejudice to the other provision of the Conditions, be entitled to refuse to deal with any material which may be poisonous, explosive, inflammable, toxic or otherwise hazardous. Any container contaminated with such materials may not be collected until the conflicting waste has been dealt with by the Customer, to satisfaction of the Service Provider.

### 5. PERIOD OF AGREEMENT

- (a) The Agreement shall start on the commencement date for a minimum period of one year and thereafter shall continue indefinitely until terminated by either party giving not less than one month's prior written notice.

## **6. TERMS OF PAYMENT**

- (a) Subject to the following provisions of this clause, the customer shall pay via invoice/Direct Debit mandate for the services to be provided.
- (b) The customer shall pay invoices within 21 days of the invoice date.
- (c) Failure to pay within 21 days of invoice date will result in suspension of collection services until overdue payments have been paid.
- (d) The Service providers container(s) may be removed if an outstanding debt is not paid within a reasonable time. The container may be reinstated upon settlement of the account.
- (e) Administrative fee of £50.00 for the reinstatement of Direct Debit instructions, due to cancellation by customer.

## **7. TERMS OF SERVICE**

- (a) The Service Provider is not a common carrier and does not contract as such.
- (b) The Service Provider may employ the services of any sub-contractor for the purpose of fulfilling any contract entered by the Service Provider.
- (c) The date of delivery or performance of the service shall not be of the essence of the contract, rather the contract shall be for the safe removal and disposal of waste (of any material stream).

## **8. LIMITATION OF LIABILITY**

- (a) Except insofar as otherwise required by law or as ordered by the Court or is hereinafter provided the Service Provider shall only be liable for defects in the service which shall have been notified by the customer to the Service Provider in writing within 14 days after the date of the service (in the case of defects reasonably discoverable at the date of service) or within 14 days after the date of discovery by the customer of the defect (in any other case) subject to the provisions of sub-clauses (c), (d), (f), (g) and (h).
- (b) Except as aforesaid the Service Provider shall not be liable for any claim loss or damage arising under any legal liability for any defect or delay in or failure of the service whether due to any act neglect or default of the Service Provider etc. or its servants or agents or otherwise and all warranties and conditions express or implied are hereby excluded
- (c) In particular (without prejudice to the generality of the foregoing) the Service Provider shall not be liable for any claim loss or damage resulting from:
  - (i) Any circumstance arising outside the control of the Service Provider
  - (ii) Any instructions given by or any act or omission of the customer or the owner of the goods or the servants or agents of either
  - (iii) Any inherent or latent defect which the Service Provider could not reasonably have discovered or rectified
  - (iv) Any material breach by the customer of any of the Service Provider's conditions of trading

- (d) The Service Provider's liability notwithstanding any other provisions hereof shall not exceed the sum of £1,000 in respect of any defect in or failure of the service
- (e) The customer shall give to the Service Provider every opportunity to replace or repair or rectify any alleged defect delay or failure in the service
- (f) The service Provider shall in no circumstance be liable for consequential loss or damage of any kind
  - (g) Nothing herein contained is intended to affect nor will it affect a consumer's statutory rights under the Supply of Goods and Services Act 1892, the Unfair Contract Terms Act 1977 and/or the Consumer Rights Act 2015.

## **8. INDEMNITY BY CUSTOMER**

- (a) The customer shall make good to the Service Provider all loss or damage to any container caused during the continuance of the contract with the customer otherwise than that resulting from the Service Provider's wilful act, neglect or default or from fair wear and tear
- (b) The customer shall indemnify the Service Provider against all claims under any legal liability or any additional cost arising out of the use of any container or the breach by the customer of any of the conditions hereof required to be observed or performed by the customer.

## **9. SERVICE PROVIDER'S OBLIGATIONS**

- (a) The Service Provider will provide waste collection and disposal services specified in the Customer service Agreement provided that the Service Provider shall not be obliged to remove the waste if it differs in any way from that described thereto or if it is burning or smouldering or reacting or if its removal from the premise could be dangerous to the Service Provider and its employees or agents or the public or if the Service Provider's equipment has been overloaded.

## **10. CUSTOMERS OBLIGATIONS IN RELATION TO THE CONTAINER**

- (a) The customer undertakes to accurately describe the waste to be removed and to warrant that for the duration of the service it will correspond in all material respects with the waste description provided. The customer shall be liable for any damage to the Service Provider's plant vehicle and/or property caused by failure to comply with this obligation.
- (b) The customer shall be responsible for placing and shall only place the waste materials referred to above in the container. The customer must not put any poison, explosive, liquid, spoil, earth, bricks or rubble, or any other waste considered hazardous under the Hazardous Waste (England and Wales) Regulations 2005 into any containers. If the customer places any of the above items into a container they will be liable for full costs of dealing with the contaminant and the charge must be settled within 21 days of the date of invoice.
- (c) The customer warrants that they have the right to place such waste materials in the container and the property in all waste materials shall pass to the Service Provider upon removed by the Service Provider.
- (d) The container remains the property of the Service Provider, and it shall be a condition that the customer observe and perform the following:
  - (i) All containers are to be loaded safely and evenly

- (ii) Any materials of large size, or heavy weight, shall only be removed by the Service Provider by special prior arrangement, including the prior payment for Bulky Waste services.
- (iii) No rubbish shall be burned in any container, or any fire started or permitted therein by the customer or any other person
- (iv) Nothing is placed in any container which having regard to weight and safe transportation it was not designed to carry, or which would cause the container or the vehicle carrying it to be overloaded and, in any case, not above the level of the sides of the container
- (v) No container shall be removed from the position to which it was delivered without the Service Provider's prior written consent
- (vi) No sign lettering insignia advertising or other device of the customer shall be placed or fixed on any container without prior permission.
- (vii) The customer will ensure that containers are accessible from 0400 hours on the day of collection.
- (viii) For all containers, the collection point must be within 10 metres of the nearest accessible point for the Service Provider's refuse vehicles.
- (xi) The path to the container(s) must have solid foundations, be covered with a smooth, continuous smooth surface and have a gradient of no more than 1 in 14, with a minimum width of 1.50 metres and be free of kerbs, steps and potholes.
- (e) The customer will ensure that the constituents of the waste shall be compatible and stable and that mixing them will not give rise to any hazard.
- (f) The customer shall at all reasonable times allow the Service Provider and any person authorised by it to have access to the container to inspect, test, adjust, repair or replace the same or the contents thereof so far as possible at times convenient to the customer.
- (g) Any costs associated with the inspection, testing, repairing or replacing of containers due to the failure of the customer to comply with their obligations will be charged to the customer and must be settled within 21 days of the date of invoice.
- (h) Containers are provided based on a maximum volume and weight basis. Regarding volume, the container(s) lid should be closed when presented for collection. Waste outside of the container will not be collected without prior agreement. Regarding weight, containers exceeding the specified limit, as set per container type, shall incur an additional fee without prior agreement. Weight limits can be found in the Customer Service Agreement or via the Service Provider website.

## **11. SAFETY**

- (a) The customer shall always provide for the Service Provider a suitable and safe means of vehicular access to the container
- (b) Where relevant the customer shall bear all risks arising out of the siting and use of the Service Provider's equipment on the premises of or under the control of the customer. This includes, but is not limited to:
  - (i) Any accident or damage to a vehicle, or injury to a driver or third party, resulting from collapse of subsidence of verges, roads, bridges, drains, conduits, manholes or any other structure.
  - (ii) Any accident or damage to a vehicle, or injury to a driver or third party, resulting from obstruction by building and other structures, gates, fences, trees, wires, livestock or vehicles.

- (iii) Damage to verges, roads, bridges, drains, conduits, cables and other structures and services caused by Service Provider vehicles.
- (c) The customer shall indemnify the Service Provider against any claim resulting from the events contained in sections (i), (ii), and (iii) of this clause 11.
- (d) The Service Provider may refuse to carry out any services if, in its opinion, there is a risk of damage or injury to vehicles, property or persons due to unsafe road conditions or unadopted alleyways.
- (e) If the weight of the container is excessive, to the extent that the operatives are unable to safely manoeuvre the container, and/or the mechanical lifting equipment cannot lift the container, the container will not be collected until rectified by the customer.

## **12. PRICES**

- (a) The price to be paid by the customer for the removal of waste shall be the Service Provider's price applicable for the size of container, net weight of filled container, number of collections and day of collection. The Service Provider reserves the right to vary the price at any time by giving the customer one month's notice in writing.
- (b) The Service Provider reserves the right to apply charges for container delivery, container removal, and costs associated with additional collections due to customer failing to comply with agreed conditions.
- (c) Any promotional offers are subject to change.

## **13. ASSIGNMENT**

The service agreement shall not be assigned or transferred in whole or in part by the customer directly or indirectly without the prior written consent of the Service Provider.

## **14. CONFLICT WITH CUSTOMER'S CONDITIONS**

If any conditions of the Customer conflict with any of these conditions, then unless expressly agreed in writing by the Service Provider, these conditions shall prevail.

## **15. FREEDOM OF INFORMATION ACT 2000**

The customer acknowledges that the Service Provider is a 'Public Authority' within the meaning of the Freedom of Information Act 2000 and understand the correspondence received by the Council from third parties requesting the disclosure of information relating to this Agreement will be dealt with in accordance with the Freedom of Information Act 2000.

- (a) The customer and the Service Provider will comply fully with the requirements of the Freedom of Information Act 2000 and Data Protection Act 1998.

## **16. HIRE OF CONTAINERS**

This agreement is made between Greater Cambridge Share Waste ('Service Provider') and the Company of Partnership or person(s) ('customer') of the other part as specified in the Hire Schedule hereto ('the Hire Schedule').

- (a) The Service Provider hereby agrees to hire out to the customer, the containers from the date of commencement of agreement for the hire charge as specified in the Hire Schedule.
- (b) The customer hereby agrees to hire from the Service Provider the number of containers for sue at the Address of Premises ('the premises') specified in the Hire Schedule, subject to these terms and conditions and continuing until termination in accordance with clause 5 hereof.
- (c) The customer shall pay, in line with agreed payment schedule, the hire charge. The customer shall make all payments due under the Hire Schedule agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the customer has a valid court order requiring an amount equal to such deduction to be paid by the Service Provider to the customer.
- (d) The customer agrees and undertakes not to part with possession of any container hired out to the customer by the Service Provider and to return all containers in good condition, with normal wear and tear excepted.
- (e) The container(s) shall be kept on the premises stated within the Hire Schedule and may only be removed with agreement by the Service Provider.
- (f) Contamination of the waste by materials other than those specified as acceptable in the annual (Duty of Care) document will result in the withdrawal of the service.
- (g) The customer shall ensure Service provider operatives and vehicles always have free and unobstructed access to the container(s) so that the waste may be emptied directly into the vehicles. If such access is not approved, the Service Provider shall be under no obligation to discharge its duties.
- (h) The Service Provider reserves the right to enter the premises to remove the container(s) in the event of withdrawal of service for any reasons set out within the agreement.
- (i) The customer undertakes to use the container(s) for the storage of waste produced during their trade and for no other use whatsoever.
- (j) The customer shall pay the Service Provider on demand any costs (including any Value Added Tax payable thereon) of repairing damage to any containers(s) hired by the customer which has been caused other than by negligent emptying of the container(s) by operatives of the Service Provider.
- (k) The customer shall not mark any container with paint or in any other way unless the Service Provider specifically authorises so in writing.
- (l) The Service Provider shall be at liberty to vary the rate of the Hire Charge, provided the customer has been advised in writing one month in advance of any variation.
- (m) Any damage to or defect to any container shall be reported by the customer as soon as possible after detection.
- (n) Without prejudice to the foregoing, the Service Provider shall be entitled to terminate this agreement at any time by giving notice in writing to the customer if any of the following events occur:
  - (i) if there shall be any breach, continuing breach or series of breaches of this agreement by the customer
  - (ii) if the Hire Charge payable under the terms of this agreement have not been paid within one month of their falling due date or
  - (iii) if the customer moves containers to a different Premises which are not acceptable to the Service Provider

- (o) If this agreement is terminated, the customer shall be entitled to a pro-rata reimbursement of the Hire Charge previously paid, less an amount to cover the Service Provider's administrative costs.