

HIGHLAND COUNCIL COMMERCIAL COLLECTION SERVICE - TERMS AND CONDITIONS (2020/21 version)

1. CUSTOMER

In these Terms and Conditions, the "Customer" is the person who has completed, signed and submitted a "REQUEST FOR COMMERCIAL RECYCLING & REFUSE COLLECTION SERVICE" for the relevant period.

2. SERVICE AND CHARGES

(a) **As per changes to Scottish Waste Regulations from 1st January 2014, it is a pre-requisite of any commercial collection service and associated contract that some form of recycling is undertaken.** This can be by using the kerbside recycling service or by opting to use the existing recycling bring scheme (see paragraphs 6(f) and 10 below).

(b) All waste collected, treated and disposed of by the Council shall be charged for at the rates current at the time of such collection, treatment and disposal. The charges are as detailed on the Council's website and are inclusive of landfill tax at current rates. All third party contract customers are charged the current rate of VAT.

(c) Self-catering premises are limited to a minimum contract of 140 days service. Charges for self-catering premises will be backdated to 1st April of the current financial year, where applicable.

(d) Different levels of service must be specified at the commencement of the contract. Any change resulting in a reduction of service arrangements including cancellation during the term of the annual contract will be subject to £30.90 (excl. VAT) administration fee per change unless a supplementary fee is applicable as per (2e).

(e) Refuse and recycling collections that are requested by third party customers will be subject to an additional 30% third party supplement except where the total annual value of any request exceeds £100,000 (excl. VAT) on 1st April of the service year. Should a third party service request exceed the £100,000 during any service year, the 30% supplement charge will be removed from all service agreements from that date. Should the total annual value of any requests from a third party customer fall below £100,000 (excl. VAT) during any service year, the 30% third party supplement will be applied to all service agreements from that date.

(f) Collection charges may be paid either by Direct Debit or in advance, for the **full twelve month period**. On receipt of payment a permit sticker will be provided (which customers must ensure is fixed to the wheeled bin in order to ensure uplift) detailing the frequency of the collection. The charges shall be subject to review by the Council from 1st April each year.

(g) The Council may terminate collection services with immediate effect if payment is not received within 30 days after an invoice is issued or where a Direct Debit payment has failed.

(h) A £15 (incl. VAT) charge will be applied to customers paying by invoice unless a supplementary fee is applicable as per (2e).

3. VAT

The Council is obliged by HM Revenue and Customs to charge VAT at the standard rate on **third party trade waste collections**. This tax can be increased or decreased in any future budget by the Chancellor amending the rates and settling the implementation date. This element of the charge will fall to be altered on such dates.

4. LANDFILL TAX

The Council is obliged to recover, from Customers, all tax due to Customs and Excise for waste which is landfilled. This tax can be increased at any future budget with the Chancellor settling levels and commencement date. This element of the charge will fall to be altered on such dates.

5. COLLECTION DAY(S)

The Council shall advise customers of the day(s) of collections. For most premises, a single collection of residual landfill waste and a single collection of recycle on alternative weeks will be provided. For some premises, routes permitting, further collections may also be possible.

6. 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". The Customer shall ensure that waste is placed for uplift in the wheeled bin, with the lid closed, and positioned at the edge of the foot pavement or at the nearest agreed point on the collection route. Avoid excessive compaction of waste which may pose problems when bins are being emptied. **Bins must be placed out for collection by 7.00am on collection day.** If a customer misses a collection and wishes their waste to be uplifted prior to the following agreed collection day, there will be an additional charge applied if an additional collection can be accommodated. In certain circumstances this will not be possible due to routing issues.

(b) The Customer must keep the 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 must, as soon as practicable after collection, remove the wheeled bins from the collection point and return them to their premises, to avoid any possible danger or nuisance to the general public.

(d) The Customer must attach and display a valid permit sticker to each bin, to ensure collection. **No current permit sticker – no uplift of bin.**

(e) The Customer must ensure that 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. No excess refuse (i.e. refuse presented for collection outwith the bin) will be uplifted unless by prior arrangement.

(f) Customers using the collection service must segregate recyclates (currently paper, envelopes, cardboard, food tins and drinks cans, aerosol cans, plastic bottles/pots/tubs/trays, cardboard based food & drinks cartons (Tetrapaks)) and must use either the recycling collection service provided and/ or the Council's Bring Recycling scheme (See 10 below) to secure their diversion from landfill.

(g) The Customer must ensure that their residual bins do not contain any specified recyclable materials. Residual bins will **NOT** be uplifted if they contain any such specified recyclable materials. These materials are as detailed in Appendix 1 of the Policy.

(h) The Customer must ensure that only specified recyclable materials are deposited in the recycling bin. These materials are as detailed in Appendix 1 of the Policy. A contaminated recycling bin will **NOT** be collected. The Council will apply a sticker to a recycling bin to alert a customer 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 emptying the wheeled bins while placed on the roads, streets, closes or other places, whether it is before or after collection of the waste.

7. ENTRY TO PREMISES

The Council's employees shall not, unless specifically instructed to do so by the Council, enter any premises to collect waste, or return empty wheeled bins/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.

8. TERMINATION OF SERVICE

(a) The Council reserves the right to cancel or amend the collection service, subject to thirty days prior notice of the proposed contract change being intimated in writing to the customer.

(b) The Customer shall give thirty days notice to the Council in writing immediately, if they wish to cancel or change the service. Failure to do this shall incur liability for charges for services rendered up to the date of cancellation or variation. Notwithstanding that if no waste is placed out for collection, the service provided shall continue to operate and a charge shall be made therefore until such notice is received by the Council.

(c) Cancellation during the term of the annual contract will be subject to £30.90 (excl. VAT) administration fee as per (2d).

(d) Customers are no longer entitled to use the Recycling Bring Scheme on cancellation of collection contract.

(e) Should a property transfer from Non-Domestic Rates to Council Tax, it is the responsibility of the customer to notify the Council's waste team in writing of this change. Failure to do this shall incur liability for charges for services rendered up to the date of cancellation

9. 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. Please check the local press for alternative collection days

10. RECYCLING BRING SCHEME

(a) The scheme is only valid for the following materials – colour segregated glass, paper, envelopes, cardboard, food tins, drinks cans, aerosol cans, green waste, plastic bottles/pots/tubs/trays, cardboard based food & drinks cartons (Tetrapaks), metals, wood and textiles. All material must be clean from contamination, properly segregated and be placed in the appropriate container provided. Individual customer's usage of recycling facilities for the deposit of these materials is to be limited to the equivalent of their contract agreement for residual wheeled bin waste. i.e. 1 x 240 litres bin of residual waste per week will permit a customer the equivalent of 1 x 240 litres of recycling materials per week.

(b) The scheme has been introduced to assist the Council's Commercial customers who wish to recycle the materials outlined in para 10a. Customers may use the existing network of Household Waste Recycling Centres (HWRC) and glass Recycling Points provided by the Council for use by householders. These facilities are often busy and queuing may therefore be expected at HWRC during peak periods. The Council reserves the right to restrict commercial access to sites to specific days and times if this is found necessary. The provision of facilities varies throughout the Council area, for more information on services in your area please visit www.highland.gov.uk/recycle, tel.01349 886603 or e-mail recycle@highland.gov.uk.

(c) In order to comply with the Duty of Care legislation a copy of the current Waste Transfer Note **MUST** be produced to site operatives when using HWRC. The Waste Transfer Note will cover the listed recycle materials **ONLY** up to the quantity specified on each Note. No other waste materials will be accepted. Please note site operatives will be advised to ensure that – **NO WASTE TRANSFER NOTE, STRICTLY NO ACCESS.**

(d) Customers using the HWRC must follow all directions and instructions issued by the Site Operatives. All recycle must be placed within the designated containers. Under no circumstances should materials including boxes and bags be left out with the containers provided at HWRC or Recycling Points.

(e) The following vehicles are not permitted at HWRC: plant vehicles, pick-ups and commercial vehicles with a gross weight of 3.5 tonnes or greater, tippers and flatbed trucks of any weight, medium/large trailers with multiple axles or greater than 2.4 metres (8 ft) in length. Customers using the HWRC must adhere to vehicle restrictions in place at all times.

(f) Any comments on the scheme including reports of full or overflowing banks or any other defects can be reported by telephone on 01349 886603 or by e-mail at recycle@highland.gov.uk

11. EMERGENCY SITUATIONS

The Council expressly reserves the right to withdraw the waste collection service or the bring service for recycle without notice in the event of war or other emergency, civil commotion, riot, strikes, **adverse weather conditions** or other circumstances outwith its control. No refund of fees will be applicable in the event of the loss of service for the reasons detailed in this section. Furthermore the recycling scheme arrangements may be subject to change if the markets for recycle were to significantly and adversely change from their current position.