

CUSTOMER COPY

TERMS AND CONDITIONS

1. THIS AGREEMENT is made exclusively between you (the Hirer) and Babergh District Council (the Council). Separate payments to our Agents or to their employees are not permitted.
2. The charges listed on any invoice include rental, collection and disposal costs and are current to the applicable charges set by the Council. Variations to the charges will be notified, as necessary and such variations will not invalidate this agreement or any charges as indicated by you overleaf.
3. The payment period is April to March the following year and will be determined for six monthly intervals from April and October. New accounts or amendments will be apportioned to the end of the relevant six monthly period. **Payments will be collected six monthly by direct debit only** and the Council may remove bins and terminate the service in the event of any default. A fee may be charged for re-instatement of bins under a new agreement.
4. The Hirer agrees to read, sign and return the Agreement and also the Duty of Care Annual Waste Transfer Note (the Transfer Note), within three weeks of receipt. Failure to do so will render the agreement void.
5. The Council agrees to undertake the collection and disposal of 'controlled waste', as described in the Transfer Note, from specified wheeled bins (the Bins) hired to the premises at the address overleaf (the Premises).
6. The Council reserves the right not to remove waste which causes weight overloading ie concrete, rubble or soil, waste which has been compacted, waste which is dangerous, wet or likely to damage the wheeled bin, the collection vehicle or its operatives. It is the waste producers' responsibility to ensure that no harmful or hazardous waste is presented for collection in accordance with their Duty of Care.
7. The Bins supplied under this agreement are provided on a for-hire basis only and ownership remains with the Council at all times. The Bins shall be stored in a safe and responsible manner on the Premises and must be suitably presented for ease of emptying on collection day. The Bins should be available for collection from 06.30 hours on the day of collection.
8. Additional loose waste will not be collected without the prior agreement of the Council and extra costs will be incurred. Any loss or damage to the wheeled bins, however caused, excluding reasonable wear and tear, is the responsibility of the Hirer who will inform his insurance company of this obligation and reimburse the Council or its representative agents for the full cost of any repairs/replacements required.
9. The Council reserves the right to revise collection schedules or times to accommodate public holidays and circumstances outside its direct control.
10. The Council must be informed if the Hirer vacates the Premises or ceases trading and the Hirer will inform the Council of his new address/contact name and/or the address of any receivers/liquidators, as appropriate, and leave the bins at the Premises.
11. Termination of this agreement may occur by one party giving one month's notice in writing to the other party. (Except in the case of default by the Hirer when the Council can terminate this agreement without notice). The Council will have been deemed to have complied with this requirement by serving notice at the address given as the "invoice address" overleaf. The Hirer will be deemed to have complied with this requirement by serving notice on the Head of Contract & Asset Management, Babergh District Council, Corks lane, Hadleigh, Ipswich, Suffolk IP7 6SJ.

DUTY OF CARE

Section 34(1) of the Environmental Protection Act 1990 imposes a duty of care on all producers of waste to take 'reasonable and appropriate' steps in relation to the waste they produce.

This duty requires you to ensure that there is no unauthorised, harmful deposit, treatment or disposal of your waste and to prevent the discharge of any waste from your premises. You are further required to ensure that only an authorised person transfers your waste. A written description of the waste legally must be provided by you kept by you for at least 2 years as written proof of the discharge of your responsibilities.

Breach of this duty is a criminal offence with a potential unlimited fine in the Crown Court.