

TERMS AND CONDITIONS APPLICABLE TO THE COLLECTION, REMOVAL AND DISPOSAL OF TRADE REFUSE AND RECYCLING AGREEMENT

1. Aberdeen City Council (hereinafter referred to as “the Council”) shall collect remove and dispose of commercial trade refuse and recycling in accordance with the Collection Removal and Disposal of Trade Refuse Agreement and the following terms and conditions. The provision of suitable containers to facilitate the removal of the refuse or recycling is included in this agreement.
2. This agreement only covers the collection of Commercial Waste as defined within The Controlled Waste Regulations 1992, Schedule 4. The Customer must not place out for collection, and subsequent disposal, any other categories of waste, such as special or industrial wastes, under this agreement unless prior agreement has been reached to do so.
3. Regular collections of refuse and recycling will not take place until an agreement is in place for the collection and signed by both parties. Requests for collections where there is no agreement in place will be treated as special/bulky uplifts and charged at the hourly rate then applicable.
4. This agreement will continue from month to month unless it is terminated either in accordance with Condition 7 or by either party giving 28 days’ notice in writing to the other party that it is desired to discontinue the service of collection of trade refuse and recycling. The charges referred to in Part 1 for a service shall be subject to review by the Council and such charges shall be implemented on providing the Customer with one month’s written notice of any change.
5. The collection of trade refuse and recycling shall not ordinarily be undertaken by the Council on the following days: - **New Year’s Day** and **Christmas Day**. **Alternative collection days will be provided and shall be advertised on the Council website.**
6. All waste collected, treated and disposed of by the Council shall be charged for at the rates applicable at the time of such collection and such rates, where applicable, shall include Landfill Tax. Where applicable, the Council shall charge VAT for the service at the rate prevailing at the date of the invoice.
7. Any Customer whose accounts for the collection of trade refuse and recycling remain unpaid after the period of 28 days from receipt of the appropriate invoice shall be removed from the Collection List until all arrears of their accounts are paid in full. On subsequent renewal of the contract any accumulated arrears of trade refuse and recycling removed by the Council shall be charged at the hourly rate then applicable. The charge for such accumulated arrears of trade refuse and recycling shall be additional to the sum mentioned in Part 1 of this agreement.
8. The Customer shall ensure that refuse and recycling is ready for collection in the refuse or recycling receptacle and placed at the kerbside, or other agreed location, on the appropriate collection day by 07:00 hours. 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, at the hourly rate then applicable, if an additional collection can be accommodated.
9. The Customer shall ensure that the container is accessible and manoeuvrable for collection. Failure to do so may result in missed collections and you may still be charged.
10. The Customer must ensure that the refuse or recycling receptacle is removed from the collection point and returned to their premises within one hour of collection in order to avoid any possible danger or nuisance to the public.
11. The Customer shall be responsible for the security and maintenance, including cleaning, of any bins and for replacement costs of bins either lost, damaged, stolen or misappropriated. For the avoidance of doubt, this shall also apply where containers are lost or damaged in operations as a result of overfilling or overloading.

12. The Customer shall inform the Council's Business Waste and Recycling Team of any change to the agreement, including but not limited to change of business name, change of address, the closure of the business and change of ownership.

13. Where collections are made from private land, it is the Customer's responsibility to ensure that the land is safe for vehicles and employees to collect from. This would include not only snow and ice but also potholes or unsuitable surfaces to move bins over, e.g. soft landscape, pot-holed surfaces.

14. The Customer should keep collection areas maintained and clear of hazards to ensure a safe working environment for the Council's employees. This includes, but is not limited to, cleaning the collection area, where necessary, to prevent potential slips from spilt liquids, fats and greases.

15. The Customer is expected to comply with Waste Legislation, with particular reference to their Duty of Care with regards to being a waste producer. Please contact Zero Waste Scotland or SEPA for more details. Following the adoption of a number of provisions of the Waste (Scotland) Regulations 2012 on 1st January 2014, it is now a pre-requisite of any commercial collection service that some form of recycling is undertaken.

16. The Customer shall free and relieve the Council from all claims for loss, injury or damage arising from, or in connection with the said bins or receptacles while placed or deposited on the roads, streets, closes or other places, and whether before or after collection of the refuse and recycling from the said bins or receptacles, other than claims arising wholly or partly as a result of the negligence of the Council or its agents, officers or employees.

17. The Council's employees shall not, unless specifically instructed by the Director of Communities, Housing and Infrastructure, enter any shop, warehouse, factory or other premises for the purpose of collecting trade refuse and recycling or returning empty receptacles, and the Council accept no responsibility or liability whatever for any claims in respect of loss, injury or damage occasioned by any employees of the Council in so doing, unless such loss, injury or damage arises wholly or partly as a result of negligence of the Council or its employees.

18. The Council reserves the right to reject the collection of contaminated trade recycling containers; this includes dry mixed recycling collections, glass collections and food waste collections. Where contamination occurs the hourly collection rate may apply for the collection of the contaminated trade recycling container. Where persistent offences occur, the Council reserves the right to withdraw the collection with immediate effect.

19. The Council expressly reserves the right to withdraw, alter or amend the service of the collection of trade refuse and recycling without notice in the event of war or other emergency, civil commotion, riot, strikes, **adverse weather or road conditions** or other circumstances outwith their control. No refund of fees will be applicable in the event of the loss of service for the reasons detailed in this paragraph but excess waste may be collected on the next visit.

20. The Council will only collect the quantities of refuse and recycling as agreed under Part 1 of the agreement. The Council reserves the right to reject any excess refuse and recycling. Where excess refuse and recycling is to be presented, the Council reserves the right to apply the hourly rate then applicable, except where Condition 19 applies.

Definitions

Contamination – Contamination is any inappropriate material present in a recycling container presented for collection, or any waste not defined as Commercial Waste.

Customer – means the person who has completed and signed and submitted a "Collection Removal and Disposal of Trade Refuse Agreement"

Excess – Any refuse or recycling placed for collection in addition to the agreed quantities.

Special waste – Any waste with hazardous properties, which may render it harmful to human health or the environment.