

BROMSGROVE DISTRICT COUNCIL, TERMS AND CONDITIONS FOR BUSINESS WASTE COLLECTION



Bromsgrove
District Council
www.bromsgrove.gov.uk

1. This Contract is for the collection of Light Commercial Waste and Recyclates only. The Council will not accept any clinical, hazardous, toxic, liquid or special waste (as described under section 17 of the Control of Pollution Act 1974), construction waste, electrical items and batteries, asbestos, plasterboard, oil, paint, tyres, or any other materials as reasonably advised to the Customer by the Council from time to time. The Customer must not place or deposit, or allow to be placed or deposited, any such materials in containers provided by the Council in connection with this Contract.
2. All waste (Light Commercial and Recyclates) must be placed for collection in the containers provided by the Council. All material placed in containers will be deemed to have been placed there for collection and the Council accepts no responsibility for the loss of any such material.
3. Acceptable Recyclates only must be placed or deposited in recycling bins. Acceptable Recyclates include paper, cardboard and thin card, corrugated board, boxes and paper packaging, plastic containers (must be empty and not black), glass jars and bottles, cans and tins, jar lids, food and drink cartons. A full list of acceptable Recyclates can be obtained from www.bromsgrove.gov.uk/businesswaste. Plastic film or shrink wrap, textiles, metal foil, plate glass, medical/laboratory glassware, Pyrex, ceramics, light bulbs and tubes and lead crystal glass are not acceptable Recyclates.
4. All Recyclates must be loose in the container and be dry and free from contamination.
5. The Customer will reimburse the Council for all costs associated with the removal of any inappropriate materials placed in containers and any damage to the Council's vehicles and equipment caused the placing of inappropriate materials in containers.
6. Prior to the commencement of the service, a health and safety risk assessment will be carried out at the collection location by the Council. Any risks or hazards identified that may affect the safe operation of the service will be discussed with the Customer. The Council may require mitigation measures to be implemented by the Customer in respect of such risks or hazards before commencement of the service.
7. The Customer must notify the Council of any relevant changes to the collection location at any time during the term of this Contract. The Council may undertake further health and safety risk assessments at the collection location at any time and require mitigation measures in respect of new risks or hazards. The service may be suspended if suitable mitigation measures are not implemented in respect of any risks or hazards.
8. All correspondence relating to this Contract (including notice of changes to the collection location) must be emailed to bsu@bromsgroveandredditch.gov.uk
9. The Council does not accept any liability for damage to property, injury or death resulting from the delivery of the services at the collection location unless such damage to property, injury or death results directly from the negligence of the Council.

CARE AND USE OF CONTAINERS

10. Only waste contained fully within Council supplied containers will be collected. Loose waste or waste placed in sacks or other containers will not be collected. Containers must not be overfilled, and waste compaction is not acceptable. Additional one-off collections may be arranged by contacting the Council, these will be at a one-off cost of your per lift price.
11. The containers remain the property of the Council and shall be returned to or may be collected by the Council on termination of the Contract.
12. The Customer shall indemnify and hold harmless the Council from and against all claims for loss or damage to property or injury to or death of person or persons resulting from or arising in any manner out of the Customer's use, operation or possession of the container(s) or any equipment relating to the Contract.
13. The Customer must ensure that all containers are kept clean. If containers fall below an appropriate standard of cleanliness the Council may suspend the service.
14. The Customer accepts responsibility for any loss or damage (including fire and vandalism) other than fair wear and tear to containers and will reimburse the Council for any such loss or damage.
15. Containers must not be used for any purpose other than the storage of waste for collection.

16. Customers must not remove or allow the removal of containers from the collection location.
17. The Customer shall at all reasonable times allow the Council access to containers to inspect, test, adjust, repair, or replace the same.
18. The Customer shall notify the Council as soon as reasonably practicable of any damage to containers howsoever caused.
19. Subject to Condition 20 below this Contract will continue until terminated by either party giving 90 days written notice each to the other.
20. If the Customer breaches any of these Conditions, the Council may suspend the service or terminate the Contract without notice. If the Contract is terminated pursuant to this Condition the Council may charge a fee for the delivery of new containers if the Customer applies for a new Contract.

PAYMENT AND ADJUSTMENT OF CHARGES

21. Invoice to be paid or payment plan set up and agreed within 28 days of the invoice date. Failure to make payment or set up payment plan within 28 days may result in suspension of service.
22. The Council may increase charges on 30 days written notice to the Customer.
23. Payment must be made in advance when ordering any additional waste collections or packs of sacks by debit or credit card.

COLLECTIONS

24. The Council may alter or amend the service, including changing the days or times of collections, at any time on reasonable notice to the Customer.
25. Containers must be accessible for collection between the hours of 06.30 and 17.00 on collection days. If containers are not accessible, they will not be emptied but charges will still be incurred.

GENERAL

26. All services will be provided in accordance with these Conditions and the Contract. Any variations to these Conditions will only be valid if agreed in writing by both parties.
27. The Customer must complete an accurate Duty of Care in respect of all waste placed in containers in accordance with all relevant legislation. Service will be suspended if Duty of Care is not completed. There is a £15 weekly charge for non completion after 30 days.
28. Any personal data collected by the Council in connection with this Contract will be processed only in connection with the provision of the services and in accordance with all legal requirements.
29. The Council's Privacy Notice and further details about how we may process your data is available at www.bromsgrove.gov.uk/data

DATA PROTECTION

30. Where you have given us your consent, we may process your personal data for the following purposes:
 - Communicating with you by email to keep you up to date on service developments, announcements, and other information about the services the Council provides, (including newsletters and other information) as well as any events; or
 - Customer surveys, marketing campaigns, market analysis, contests or other promotional activities or events.

With regard to marketing-related communication, we will - where legally required - only provide you with such information after you have opted in and provide you the opportunity to opt out anytime if you do not want to receive further marketing-related communication from us.

Where you agree to be contacted, the data will be kept until it is either overwritten or until you no longer agree to be kept informed. If you change your mind, please contact The Business Support Unit on bsu@bromsgroveandredditch.gov.uk If you chose not to consent to additional processing, this will not affect your rights. [More information about your rights can be found here.](#)