

## Business & Trade Waste – Terms and Conditions

1. **THIS AGREEMENT is made exclusively between you (the hirer) and Babergh & Mid Suffolk District Councils (the Council).** Separate payments to our agents or to their employees are not permitted. The current version of these terms and conditions will be available on the Councils website.
2. The charges listed on any invoice include bin 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. If premises cannot use a standard refuse bin, the Council may be able to provide an alternative service directly or by using other contractors.
3. The payment period is April to March the following year and will be determined for six monthly intervals from April and October, payable in advance. New accounts or amendments will be apportioned to the end of the relevant period. Payments after an annual invoice with two payments collected six monthly. Alternative arrangements such as quarterly or monthly direct debit payments may be agreed. The Council may remove bins and terminate the service in the event of any default, late or missed payments. 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 may 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 stated on the agreement (the Premises).
6. The Council reserves the right not to remove waste which causes weight overloading i.e. 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. Please visit our website [www.babergh.gov.uk](http://www.babergh.gov.uk) or [www.midsuffolk.gov.uk](http://www.midsuffolk.gov.uk) and follow the link for 'What goes in my bins' from the Waste Services icon if you are unsure what may or may not be included in any of your bins.
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.** Missed collections should be reported within 48 hours.
8. Additional loose waste will not be collected without the prior agreement of the Council and extra costs may 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.

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10. The Council must be informed if the hirer vacates the premises or ceases trading and the hirer will inform the Council of their new address/contact name and/or the address of any receivers/liquidators, as appropriate, and leave the bins at the premises for the council to collect.
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 by the hirer. The hirer will be deemed to have complied with this requirement by serving notice on The Commercial Services Officer, Mid Suffolk & Babergh District Councils, Creting Road West, Stowmarket, Suffolk IP14 5AT.
12. **Data Protection and GDPR** - I consent to Babergh & Mid Suffolk District Council holding my details to enable them to provide me with their commercial & trade waste service.
13. In completing the associated waste agreement/duty of care document and by giving consent you are allowing Waste Services, Babergh and Mid Suffolk District Council, to process your data in accordance with the General Data Protection Regulation as part of the Data Protection Act 2018 for the specific purpose of providing you with Commercial & Trade Waste Service. Without your consent we will not be able to provide you with this service.
14. We will only share your data with our contractor Serco for the purposes of providing this service and all information will be held by Babergh and Mid Suffolk District Council securely and in confidence.
15. For more information regarding our Data Protection policy and how we use and look after your data please visit our website [www.babergh.gov.uk](http://www.babergh.gov.uk) or [www.midsuffolk.gov.uk](http://www.midsuffolk.gov.uk) and click on Your Right to Information
16. **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.**
17. 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.**