

Commercial Waste Collection Service
Terms & Conditions – Refuse Collections
TERMS

1. The Council will so far as reasonably practicable empty and/or dispose of the containers detailed on the Duty of Care agreement form. East Renfrewshire Council will notify the waste producer of the scheduled collection day after completion of the Duty of Care agreement form. East Renfrewshire Council reserves the right to change collection days as required.
2. If a customer is in receipt of a collection of more than 500 litres per week of general refuse, they are entitled to the same capacity for recycling free of charge i.e. 3 x 240 litre bins for general refuse collected per week then the customer would be entitled to 3 x 240 litre bins for recycling. Please note this does not apply to food waste.
3. The Customer will either be charged annually in advance for the service mentioned in Clause 1 or will be charged in advance on a monthly basis by direct debit (on or immediately after the 21st of each month). No service will start and/or continue unless payment is received in advance and the form is completed fully.
4. The Council reserves the right to apply a £50.00 administration fee for any mid contract changes e.g. changing from 1100 litre container to a 660 litre container.
5. Statements are available to all customers via our online portal service. No service will start and/or continue unless an up-to-date email address is specified.
6. If a direct debit is returned as unpaid an e-mail notification will be sent to the Customer to advise. The Customer will then be given five working days to make payment otherwise their collections will be suspended with effect from 1st of the coming month.
7. If a direct debit is returned as unpaid more than once within a financial year (i.e. from 1st April until 31st March), The Council reserves the right to levy an administration fee of £50.00 which will apply on each occasion thereafter to each bank account that fails to have sufficient funds in their account on appointed day of debit (i.e. on or immediately after the 21st of each month).
8. The Council reserves the right to increase prices with immediate effect when conditions arise out with their control e.g. Landfill Tax increase. The Council will endeavour to provide written notice of any price increases.
9. The Customer must not place dangerous, sharp or noxious objects or substances into any container provided for the collection of waste. The Council cannot collect any material classified as hazardous in the European Waste Code categories. The Customer should find an appropriate supplier for the removal of hazardous wastes from their premises.
10. This agreement will continue to be in force for a period of 52 weeks unless terminated by either party giving 4 weeks written notice. Either party may terminate the agreement immediately if either party is in breach of any of these said terms and conditions.
11. The Environmental Protection Act 1990, section 34 places a duty on trade premises to hold a record of their duty of care agreement with a waste collection contractor. As such the Council and the Customer will retain a copy of the form for inspection by the relevant enforcement authority.
12. The waste producer will bear the responsibility for all costs and fees incurred by the Council in trying to recover any monies owed to the Council.

13. A Special Uplift charge of £54.15 will be payable for any additional uplift of waste to the Customer. This will be added to the standard uplift charge for that container unless the waste is not held within the container, in which case a no obligation quote will be provided.
14. The Waste (Scotland) 2012 regulations place a duty on all businesses, from 1st January 2016, to separate the 5 key dry recyclates (Paper, Glass, Cans, Plastics, Cardboard) and if the business produces more than 5 kg per week of food waste then this also has to be recycled. The Council has a legal obligation to comply with these regulations and will not uplift refuse bins which contain any of the materials mentioned above.

CONDITIONS

1. Refuse containers should be leased from East Renfrewshire Council. The Council will not collect containers supplied by other service providers.
2. Containers must be sited on a level and firm surface. The waste producer shall be responsible for the safe sighting and security so as not to cause danger to pedestrians or road vehicles. The Council reserves the right to require the relocation of the container to an alternative location within the waste producer's premises to improve the safety of pedestrians and/or vehicles accessing the storage location.
3. No fires to be lit in the container.
4. Only non-recyclable waste should be placed in the refuse container(s). Any refuse bins containing recyclable materials will not be uplifted by the Council. In this instance, the Customer will still be liable for the cost of the scheduled uplift.
5. The waste producer should maintain and clean the container on a regular basis.
6. The lid should remain closed to prevent the ingress of water or waste from passers-by, other than when being filled or emptied.
7. Containers must be accessible for collection by Council staff. All containers must be available for collection between 0700 and 1800 on the scheduled day of collection. Should the container not be available for collection during these times, due to customer error, the Customer would still be liable for the costs. As such if the Council is unable to collect the container on the allocated day of collection then the Council will endeavour to collect said container within 48 hours from the allocated day of collection.
8. Only waste held within the container(s) will be collected.

Commercial Waste Collection Service Terms & Conditions – Recycling Collections TERMS

1. The Council will so far as reasonably practicable empty the containers detailed on the Duty of Care agreement form. East Renfrewshire Council will notify the waste producer of the scheduled collection day after completion of the Duty of Care agreement form. East Renfrewshire Council reserves the right to change collection days as required.
2. If a customer is in receipt of a collection of more than 500 litres per week of general refuse, they are entitled to the same capacity for recycling free of charge i.e. 3 x 240 litre

bins for general refuse collected per week then the customer would be entitled to 3 x 240 litre bins for recycling. Please note this does not apply to food waste.

3. The Customer will either be charged annually in advance for the service mentioned in Clause 1 or will be charged in advance on a monthly basis by direct debit (on or immediately after the 21st of each month). No service will start and/or continue unless payment is received in advance and the form is completed fully.
4. Statements are available to all customers via our online portal service. No service will start and/or continue unless an up-to-date email address is specified.
5. If a direct debit is returned as unpaid an e-mail notification will be sent to the Customer. The Customer will then be given five working days to make payment otherwise their collections will be suspended with effect from 1st of the coming month.
6. If a direct debit is returned as unpaid more than once within a financial year (i.e. from 1st April until 31st March), The Council reserves the right to levy an administration fee of £50.00 which will apply on each occasion thereafter to each bank account that fails to have sufficient funds in their account on appointed day of debit (i.e. on or immediately after the 21st of each month).
7. The Council reserves the right to increase prices with immediate effect when conditions arise out with their control e.g. Landfill Tax increase. The Council will endeavour to provide written notice of any price increases.
8. The Customer must not place dangerous, sharp or noxious objects or substances into any container provided for the collection of recycling. The Council cannot collect any material classified as hazardous in the European Waste Code categories. The Customer should find an appropriate supplier for the removal of hazardous wastes from their premises.
9. This agreement will continue to be in force for a period of 52 weeks unless terminated by either party giving 4 weeks written notice. Either party may terminate the agreement immediately if either party is in breach of any of these said terms and conditions.
10. The Customer will bear the responsibility for all costs and fees incurred by the Council in trying to recover any monies owed to the Council.
11. A Special Uplift Charge of £54.15 will be payable for any additional uplift of recycling to a trade customer. This will be added to the standard uplift charge for that container unless the waste is not held within a waste container, in which case a no obligation quote will be provided. In addition any recycling container that cannot be collected due to contamination will be liable for a Special Uplift £54.15 charge to remove the waste, which will be added to the standard uplift charge.
12. Under the Waste (Scotland) 2012 Regulations, from 1st January 2014, all businesses are required to separate the 5 key dry recyclates (Paper, Glass, Cans, Plastics, Cardboard) and if the business produces more than 50 kg per week then this also has to be recycled. If a business produces more than 5 kg per week of food waste, this will have to be recycled from 1st January 2016. The Council has a legal obligation to comply with these regulations and will not uplift refuse bins which contain any of the materials mentioned above.
13. All existing Customers will be granted access to the Council's commercial recycling area for which they can dispose of the 5 key dry recyclables mentioned in Clause 13. Only dry recycling will be accepted at this site. Non-recyclable waste, food waste or garden waste will not be accepted.

14. Only Customers who are on contract for refuse collection with East Renfrewshire Council will be eligible for the Council's recycling collections service.

CONDITIONS

1. Recycling containers will be supplied by East Renfrewshire Council. The Council will not collect containers supplied by other service providers.
2. Recycling containers must be sited on a level and firm surface. The waste producer shall be responsible for the sighting and security so as not to cause danger to pedestrians or road vehicles. The Council reserves the right to require the relocation of the container to an alternative location within the waste producers premises to improve the safety of pedestrians and/or vehicles accessing the storage location.
3. Only appropriate recycling materials should be placed in the container(s). Any recycling bin(s) which are contaminated will not be uplifted by the Council. In this instance, the Customer will still be liable for the cost of the scheduled uplift.
4. The lid of any bin provided for recycling should be in the closed position before emptying by the Council.
5. The waste producer should maintain and clean the container(s) on a regular basis.
6. The lid should remain closed to prevent ingress of waster or waste from passers-by, other than when being filled or emptied.
7. Containers must be accessible for collection by Council staff. All containers must be available for collection between 0700 and 1800 on the scheduled day of collection. Should the container not be available for collection during these times, due to customer error, the Customer would still be liable for the costs. As such if the Council is unable to collect the container on the allocated day of collection then the Council will endeavour to collect said container within 48 hours from the allocated day of collection.
8. Only recycling held within the container will be uplifted by the Council

Commercial Waste Collection Service Terms & Conditions – Container Leasing

1. Refuse containers leased from the Council are for storage of refuse arising from the premises detailed on the Duty of Care agreement form.
2. The refuse stored in the containers meets the description listed in the duty of care agreement and must not contain any recyclable materials.
3. Should a container be misused or deliberately damaged by the waste producer, the Council reserves the right to remove the container(s), terminate the lease agreement immediately and recover the cost of a replacement container from the waste producer.
4. Every care to secure the container at the premises and to minimise vandalism or theft should be observed by the waste producer.
5. The container remains the property of East Renfrewshire Council at all times. The waste producer shall be responsible for the safe sighting and security so as not to cause danger to pedestrians or road vehicles. The Council reserves the right to require the relocation of the container to an alternative location within the waste producer's premises to improve the safety of pedestrians and/or vehicles accessing the storage location.

6. Damage to the container must be reported to the Council at the number above as early as possible following discovery to allow inspection and appropriate action by the Council.
7. The container shall be leased for 52 weeks, regardless of the period of contract selected in the duty of care agreement.
8. The container(s) shall be available to any Council representative at all reasonable times for inspection.
9. The waste producer shall immediately indemnify and keep indemnified the Council against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of, or in consequence of this lease agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
10. Any breach of the above conditions will lead to the council removing the container(s), terminating the lease agreement immediately and recover from the waste producer any costs arising to the Council as a result of said breach.