

Waste Container Hire Terms and Conditions

1. INTERPRETATION

1.1 These definitions set out in these terms and conditions apply to the Contract

Add on Collection: collection(s) of Waste from the Premises by the Waste Carrier in addition to that already provided under the Services

Charges: any fee imposed on the Customer by the Council in respect of the Services

Commencement Date: The date stated in section 6 of the service agreement

Contract: The service agreement between the Council and the Customer for the provision of Services, including these terms and conditions

Council: the Mayor and Burgesses of the London Borough of Croydon of Bernard Wetherill House, 8 Mint Walk, Croydon, CR0 1EA.

Customer: the person, firm or company who purchases Services from the Council.

EPA: Environmental Protection Act 1990

Late Payment Fee: an amount payable by the Customer to the Council if Charges are not received by the Payment Due Date

Payment Due Date: 28 days from the date of the invoice

Premises: the property owned or controlled by the Customer and as referred to in the Contract where the Waste Container will be located and the Waste collected from

Services: Waste Container Hire, Add on Collections and the sale of Waste Containers

Variation: Any of the changes listed at 7.2 i) to 7.2 v)

Waste: the household waste which the Council agrees to collect from the Premises.

Waste Carrier: Veolia UK or any other carrier that the Council may instruct to collect Waste

Waste Container: any articles provided by the Council or its Waste Carrier to the Customer for the purpose of storing the Waste and/or facilitating the Services

Waste Container Hire: the hire of Waste Containers and one weekly collection of Waste by the Waste Carrier

2. APPLICATION OF THESE TERMS

2.1 The Customer may request regular Services by email but the request for Services will only be binding on the Council when the Customer and the Council have agreed and signed a Contract. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract and the Council shall not be bound by any of the Customer's proposed terms and conditions.

2.2 These terms shall: (i) apply to and be incorporated into the Contract; and (ii) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

3. SERVICES

3.1 The Council shall provide Services starting on the Commencement Date in accordance with the Contract. The Services are provided by the Council in compliance with its duty under Section 45(1) of the EPA. The Council is charging for the Waste Containers in accordance with Section 46(3) of the EPA.

3.2 If the Customer requires an Add on Collection, this shall be agreed with the Council prior to the collection being required. An Add on Collection shall not be deemed to be agreed until the Council includes details of any Add on Collection in the Customer's Service Agreement. The Customer shall be liable to pay for any Add on Collection, and the Council will issue the Customer with an invoice for the Charges for Add on Collection.

3.3 The Customer acknowledges that time will not be of the essence in respect of the Services and that all times for collection are estimates only and not guarantees.

3.4 If the Customer is dissatisfied with the Services provided by the Council, the Customer should notify the Council by email to hirebins@croydon.gov.uk in the first instance.

3.5 The Waste Containers shall at all times remain the property of the Council.

4. THE CUSTOMER'S RESPONSIBILITIES

4.1 The Customer, its agents, sub-contractors and tenants shall ensure that the Waste Containers are kept safe, in good condition and remain fit for purpose.

4.2 The Customer shall be liable for any damage caused to the Waste Container..

4.3 The Customer shall be responsible for:

(a) the health and safety of the Council's workers and appointed Waste Carriers and any other person who may be affected by the Customer's actions in connection with the use, handling, storage, transport of and access to the Waste or the Waste Containers on the Premises;

(b) packaging the Waste to ensure that it does not escape whilst in transit and is safe for transportation, unless the Customer has an alternative arrangement agreed with the Council prior to the collection;

(c) the Waste in accordance with Section 34 EPA.

(d) keeping the Council updated with contact information including but not limited to, changes in contact details and billing and site contact addresses/email addresses

(e) keeping the Council informed of any other information that may reasonably be deemed to be material to this Contract

4.4 The Customer shall be responsible for the actions or omissions of its agents, sub-contractors or tenants in relation to 4.3(a)-(c) above.

4.5 The Customer shall allow the Council, Waste Carrier or its appointed agent access to the Premises at any reasonable time for the purpose of carrying out the Services.

5. PAYMENT

5.1 The Council shall issue an invoice for Charges via email to the email address provided by the Customer at the time the Contract is entered into.

5.2 Payments shall be made in full by the Customer to the Council by the Payment Due Date. No payment shall be deemed to have been received until the Council has received cleared funds. Punctual payment of each invoice shall be the essence of this Contract.

5.3 Interest shall be payable on the late payment of any undisputed Charges properly invoiced under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.5 The Customer shall be liable for all expenses and legal costs incurred by the Council in recovering any Charges outstanding after the Payment Due Date.

5.6 The Council shall only accept payment of the invoice by the methods listed on the invoice. If payment is made using an alternate method then this shall not be accepted by the Council and the charges listed in 5.3, 5.4 and 5.5 above may apply.

5.7 The Council reserves the right to remove all Waste Containers and suspend Services from the Premises if any Charges remain unpaid after the Payment Due Date. The Customer shall be liable for any and all expenses incurred by the Council in removing the Waste Containers

5.8 In the event that the Services are reinstated following their suspension pursuant to clause 5.7 above the Customer shall pay the Council's standard reinstatement charge of £50 (subject to change). The Customer shall be liable for the cost of re-delivery of the Waste Carriers that may have been removed from the site on reinstatement of the Services. The charges referred to in this clause 5.8 shall be subject to an annual increase of 2.5% or an amount in line with the RPI Rate.

5.9 The Council may make an additional charge in the event that it or the Waste Carrier have difficulties in carrying out the Services where the cause of such difficulty is within the reasonable control of the Customer.

6. TERM & TERMINATION

6.1 The Council shall continue to provide the Services in accordance with the Contract from the Commencement date until it is terminated by one of the methods listed in 6.2-6.4 below.

6.2 The Customer may terminate the Contract by giving three months' notice in writing to hirebins@croydon.gov.uk. Any Charges paid by the Customer in advance for the hire of the Waste Containers for any period that they shall no longer be using the Waste Containers shall be refunded to the Customer on a pro-rata basis.

6.3 The Council may terminate the Contract by giving the Customer three months' notice in writing or by email.

6.4 The Council may treat the Contract as repudiated if the Customer is in breach of any of the terms of the Contract. If the Contract is treated as repudiated the Customer shall be liable for any and all expenses incurred by the Council in terminating the Contract. The Council shall be entitled to offset any Charges paid in advance by the Customer against any costs it incurs as a result of the Customer's breach of the Contract.

6.5 The termination of this Contract, however arising, shall be without prejudice to the rights, responsibilities and duties of the Council and the Customer accrued prior to termination. Those terms which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

7. VARIATIONS AND ADDITIONS

7.1 Subject to the payment of the relevant additional charges, the Council may at its discretion agree to vary the Contract upon the Customer's request.

7.2 Each Variation to the contract will incur a charge of £40. This includes:

- i) Change in the Service
- ii) Change in the bin type
- iii) Change in the number of units
- iv) Change of site address
- v) Failure to follow the process in clause 8.1 for any new owner or management company

7.3 The Council reserves the right to charge a flat rate of £~~XX~~25 per bin for delivery or removal of bins. This may be due to:

- i) Debt management.
- ii) Poor management
- iii) Upkeep of bins
- iv) Upgrade of contract
- v) Downgrade of contract

8. CHANGE IN MANAGEMENT COMPANY OR OWNER

8.1 The Customer shall not assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Agreement without giving one months' notice to the Council and seeking the prior written consent of the Council (such consent not to be unreasonably withheld or delayed). The Customer shall provide the Council with the successors:

- a) Full name;
- b) Address;
- c) Telephone number; and
- d) Email address

8.2 In the event that the Customer assigns, novates, subcontracts or otherwise disposes of any or all of its rights and obligations under this Agreement it shall:

- a) remain responsible to the Council for the performance of its obligations under the agreement until such assignment, novation, subcontract or other disposal of all of its rights and obligations under this Agreement
- b) the successor or new management company for the property listed within the service agreement will be liable for any costs incurred in relation to clause 7.1 v) and 8.1.

9. LIABILITIES & INDEMNITIES

9.1 The Customer shall pay all legal costs incurred by the Council caused by the Customer's default in any way.

9.2 The Customer shall be liable for the cost of removal, replacement and re-delivery of a damaged, lost or stolen Waste Carrier.

9.3 The Council shall not be liable for any loss or damage suffered by the Customer caused by communications not being received by the Customer as a result of the Customer's failure to comply with 4.3(d) and (e).

9.4 The Council shall not be liable to the Customer for any loss or damage to Premises, Waste Containers or other property on the Premises, however

arising save where such damage or loss results from the negligence of the Council or its agents.

79.5 The Council shall not be liable for any delay or failure in performing its duties under these terms caused by any circumstances beyond its reasonable control.

79.6 The Customer shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses), whether arising in tort (including negligence), default or breach of this Contract, or breach of its statutory duty, save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty by the Council.

79.7 The Customer shall be liable for and shall indemnify the Council against any claims, penalties, fines or liability as a result of the Customer's breach of duty under section 34 of the EPA.

810. GENERAL

810.1 This Contract shall be governed by the laws of England and Wales and the courts of England shall have exclusive jurisdiction.

810.2 The Customer may not assign this Contract to another party without the Council's prior written consent.

810.3 If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

810.4 Failure or delay by the Council in enforcing or partially enforcing any provision of this Contract shall not be construed as a waiver of any of its rights under this Contract.

810.5 The parties to this Contract do not intend that any provision of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.

810.6 The Council in its sole discretion can vary this Contract at any time by issuing the Customer with updated terms and conditions.

810.7 The Council reserves the right to charge a flat rate of £2 for any paper copies by post that are required to be sent out to Customers. This includes:

- i. Standard Letters that would be sent out to all customers by email initially
- ii. Copy of Invoice(s)
- iii. Copy of Contract
- iv. Debt chase letter(s)
- v. Copy of terms and conditions

A DIGITAL VERSION OF THESE TERMS AND CONDITIONS IS AVAILABLE ON REQUEST