

## Waste Container Hire Terms and Conditions

This agreement is made between The Mayor And Burgesses Of the London Borough of Croydon (the “Council”) to you (the “Customer”). These Terms and Conditions shall apply for the provision of Waste Container Hire (the “Services”). No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the Council and the Customer.

### 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.

**Customer Service Agreement:** a legal Contract between the Council and its Customer. Outlining the Services provided by the Council and the terms and conditions of the Contract

**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.

**RPI Rate:** The Retail Prices Index (RPI) rate, as published by the UK Office for National Statistics (or any successor body), which measures the change in the cost of a representative sample of retail goods and services over time.

**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:** means anything that is Waste within the meaning of Article 3(1) of the Waste Framework Directive (Directive 2008/98/EC of the European Parliament) described in the Service Schedule with reference to the European Waste Catalogue (List of Wastes), as may be amended from time to time in accordance with these Terms and Conditions.

**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.

2.3 The Contract for Services will be signed by the authorised officer for the company. In the event of the Contract being signed as 'Care Of,' the following process must be adhered to:

- i. Using two "authorised signatories" (defined in the Companies Act 2006 as every director and the company secretary). The signatories cannot both be the same person or in similar roles.
- ii. Using one director's signature, which must be witnessed: or
- iii. By affixing the Company's common seal. In the case of the common seal, the hard copy/scanned copy must be sent to the Council to the address noted on the Service Agreement or via email to [hirebins@croydon.gov.uk](mailto:hirebins@croydon.gov.uk).

## **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 take reasonable steps to notify the Council in writing by email to [hirebins@croydon.gov.uk](mailto:hirebins@croydon.gov.uk) in the first instance. The customer also has the right to follow the Council's complaints procedure via this link [Making a Complaint - Croydon Council](#)

3.5 The Waste Container(s) shall remain in the ownership of the Council at all times. The Customer shall have no title to the Waste Container(s), or right to withhold such Waste Container(s) from the Council, under any circumstances.

#### 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.

i. All sites must meet the minimum general, recycling and food bin requirements set by the Council to prevent side Waste/excess Waste.

ii. If there is excess Waste/side Waste at any site, the contract holds the right to refuse collection. It will be the responsibility of the Landowner, Managing Agent, or Resident Association to arrange clearance via a licenced third party.

iii. In the event the site cannot withstand the number of general Waste bins on site, the Landowner, Managing Agent, or Resident Association must arrange for add-on collections with the Council.

(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 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 provide suitable access for the Council, Waste Carrier, or its appointed agent access to the Premises at all reasonable times for the purpose of conducting 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.

5.4 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.

5.5 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.

5.6 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.

5.7 In the event that the Services are reinstated following their suspension pursuant to clause 5.6 above the Customer shall pay the Council's standard reinstatement charge a fee, details of charges can be obtained from [hirebins@croydon.gov.uk](mailto:hirebins@croydon.gov.uk) . 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.

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

5.9 The Council shall be entitled to review the Price annually, with any Price increase to apply from 1st April of the relevant year. The Council shall publish the prices within the Fees and Charges in advance of any such increase in the Price and the Customer shall be entitled to terminate the Contract on the service of (30) thirty days' written notice.

## 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 (3) three months' notice in writing to [hirebins@croydon.gov.uk](mailto: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 (3) 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 because 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.

6.6 Upon termination of the Contract, the Customer shall pay to the Council any outstanding sums due in accordance with these Terms and Conditions.

## 7. VARIATIONS AND ADDITIONS

7.1 The Council may at its discretion agree to vary the Contract by providing 30 days' written notice to the Customer.

7.2 The Council reserves the right to make variations to the following this includes but not limited to:

- 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 Such change shall not be considered a material change capable of giving rise to a breach of the Contract.

7.4 The Council reserves the right to charge a fee, details of charges can be obtained from [hirebins@croydon.gov.uk](mailto:hirebins@croydon.gov.uk) per bin for delivery or removal of bins. This may be due to reasons including but not limited to:

- i) Debt management.
- ii) Poor management.
- iii) Upkeep of bins.
- iv) Upgrade of contract.
- v) Downgrade of contract 8.1 for any new owner or management company.

7.4. The Customer cannot enter into a hire agreement for containers with the Council and supplement with purchased bins via a third party.

## 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 Contract without the prior written consent.

8.2 The Customer shall give (3) three months' written notice to 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.
- d) Email address.

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

a) remain responsible to the Council for the performance of its obligations under the Contract 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.

8.4 In the event that the Customer enters into any Sub-Contract in connection with this Contract it shall:

(a) remain responsible to the Council for the performance of its obligations under the Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors.

(b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and

(c) provide a copy, at no charge to the Council, of any such Sub-Contract on receipt of a request for such by the Council's Authorised Representative.

## 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 because 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.

9.5 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.

9.6 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.

9.7 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.

9.8 Neither party shall have any liability under or be deemed to be in breach of this Contract for any delay in performance, or any failure to perform, any of its obligations under this Contract (and the time for performance shall be extended accordingly) if, and to the extent that, such delay or failure is due to circumstances beyond its reasonable control including, but not limited to, flood, fire, earthquake, riots, adverse weather, industrial disputes not involving employees of such party, or epidemic or pandemic.

## 10. GENERAL

10.1 This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England.

10.2 The Customer may not assign this Contract to another party without the Council's prior written consent, as detailed in section 8 of these terms and conditions.

10.3 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.

10.4 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.

10.5 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.

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

10.7 The Council reserves the right to charge a fee, 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).

10.8 Details of charges can be obtained from [hirebins@croydon.gov.uk](mailto:hirebins@croydon.gov.uk)