

INTERPRETATION

- 1 In these conditions 'commercial waste' means commercial waste as defined in Article 2 of The Waste and Contaminated Land (NI) Order 1997 and Regulation 7 of The Controlled Waste Regulations (Northern Ireland) 2002. 'The Council' means Mid and East Antrim Borough Council.
- 2 The expressions of 'the customer' and the 'service' shall be construed in accordance with the Contract Particulars to which these Conditions are appended.
- 3 The expression 'service charges' shall mean those charges, fixed by the Council from time to time in respect of the provision of the service.
- 4 The expression 'the contracted quantity' shall mean the quantity of commercial waste specified in the said Contract Particulars.

SERVICE CHARGES

- 5 Service charges will be payable by Cash, Cheque, BACS or direct debit set up before the commencement of the Contract. Invoices must be paid within 30 days from date of issue. If payment not received in this timeframe contract will be put on hold.
- 6 The service charges are reviewable by the Council at its discretion. Notice of any revision shall be sent by the Council to the customer at least one month before coming into operation.
- 7 The weekly service charge is the minimum weekly charge payable notwithstanding that the amount of commercial waste is less than the contracted quantity. This is inclusive of holiday periods. An additional charge will be made for the collection and removal of any commercial waste exceeding the contracted quantity and shall be payable in the same manner as the service charges referred to in clause 5 above.
- 8 The service charges for commercial waste are charged by container to the customer.

PROVISION OF SERVICE

- 9 Subject to all other provisions of these conditions, the Council will provide a service to the customer for the collection of commercial waste on the days indicated in the Contract Particulars (or such other days and times as may be notified to the customer from time to time).
- 10 The Council will not provide this service unless payment has been made in advance. Should payment desist for any reason Council reserves the right to terminate the Contract with immediate effect.
- 11 The Council may, during the period of the contract, introduce new methods or vary the method of containment of waste for collection e.g. introduction of prepaid bag system or use of binding tape (this is not an exhaustive list).
- 12 The customer shall ensure that all commercial waste is placed in suitable receptacle(s) as specified by the Council. The receptacle(s) must be positioned at a specified collection point and must be presented for collection by 7.30am. Customers must remove receptacles from the street immediately after collection.
- 13 Receptacles must not be overfilled, nor include sharp objects, or be filled in such a way as to restrict the closure of the lid or cause damage to the receptacle.
- 14 The customer shall not compact the waste within a container.
- 15 The customer shall be responsible for ensuring unobstructed access to the receptacle(s) for the purpose of waste collection but without causing any obstruction or interfering with the rights of any other person.
In the event of a missed collection or unsatisfactory service, the customer shall notify the Council as soon as practicable by telephoning 0300 124 5000 (Option 0) Waste Operations Helpdesk.
- 16 All waste must be removed back into your business premises until an alternative arrangement is made.
- 17 No special or hazardous waste, building rubble or other hardcore, or any burning or smoldering material, or any waste other than commercial waste shall be placed in any receptacle or presented for collection. In the event that such waste has been placed or compacted inside any receptacle the Council may refuse at its discretion to collect same, notwithstanding that the receptacle may also contain commercial waste.
- 18 The type of commercial waste presented for collection must be compatible with the Council's collection methods. If a customer has any queries relating to their waste they should contact the Council for advice by telephoning 0300 124 5000 (Option 0) Waste Operations Helpdesk. All customers must declare a business name, owner's name, address, e-mail address and contact telephone for collection and invoicing purposes, and notify the Council of any changes to these details.

CONTAINERS

20. The containers are purchased from Council and in the event that the container should be damaged or lost during the period of this agreement the customer will be liable for the cost of repair or full replacement value thereof which shall be due as a debt on demand.

INDEMNITIES

21. The customer shall keep the Council indemnified against any claims or damages arising as a result of any failure to observe any of their obligations contained in this Agreement.
22. The Council shall indemnify the customer against any loss (but not consequential loss) or damage arising as a result of any negligent performance of the service. In the event of a missed collection due to industrial action, bad weather, vehicle breakdown, civil disturbance or act of force majeure, the Council's liability will be limited to refunding or crediting the appropriate part of the service charge.

TERMINATION

23. The Council may terminate the Contract forthwith in the event of any failure by the customer to observe any of the conditions contained within the Contract and in accordance with provision 10 above.
24. Either party may terminate the Contract at any time by giving not less than three months written notice. Customers should write to: **Mid and East Antrim Borough Council, Commercial Waste Section, Room 20, Ballymena Showgrounds BT43 7DR.**
25. Notwithstanding the provisions of clause 24 the Council may agree to the termination of this Contract on less than three months notice by agreement with the Customer, however the Council shall be under no obligation to do so.
26. Upon termination of the Contract under clause 24 the Council shall refund within twenty eight days any pre-paid charges for the period after termination.

ALTERATIONS TO CONTRACT

27. The Contract Particulars and these Conditions shall to the exclusion of any other terms and conditions form the whole of the terms of the Contract between the Council and the Customer and no variation thereof shall be of effect unless agreed to or notified in writing by the Council.

JURISDICTION

28. This Agreement shall be governed by the laws of Northern Ireland and subject to the exclusive jurisdiction of the Courts of Northern Ireland