

**TERMS AND CONDITIONS FOR OUR COMMERCIAL WASTE AND RECYCLING COLLECTION SERVICE**

1. The preferred method of payment is by Direct Debit, which will be paid on the 1st day of each month. You will be invoiced for the month ahead, therefore, paying a month in advance of the service. In instances when paying by Direct Debit is not possible then invoices will be issued to cover 3 months in advance of service. All invoices are to be paid within 14 days of the date of invoice.
2. In the event of failure to pay in accordance with these terms and conditions, the Council reserves the right to terminate the service and to withdraw all containers supplied. In the event of recommencement of collections, we will levy a recommencement charge.
3. In the event of a failed Direct Debit, there will be an additional fee of £15 imposed to cover the additional administration involved.
4. In the event of cancelling our service, you will be required to give one months' notice.
5. The customer will be responsible for the protection from damage, safe custody and cleanliness of all containers supplied at all times. The Council reserves the right to charge for the cost of any repairs or renew of containers damaged or lost.
6. Containers must be stored on a suitable surface for collection i.e. level hard standing within the premises of the Customer, or agreed location. We will agree a collection point with you, where necessary.
7. Collections will take place during the hours of 7am and 6pm.
8. The Council will only empty bins as per our agreement with you and extra bags will not be collected. However, your contract can be amended to suit your needs at any time.
9. Your bin(s) should be presented for emptying by 7am on the day of collection or last thing the night before, where this is not possible. Or by prior arrangement.
10. You must not overload the bins, either by volume or weight in a manner which makes emptying unsafe. The Council reserves the right not to empty any such overloaded bins.
11. Bin lids should be in the closed position when presented for emptying as our bin lifts cannot cope with raised lids and a safe system of working must be adhered to. If the size of the bin is not sufficient, we can exchange for a larger size (for an additional cost).
12. If we fail to collect either your refuse or recycling we will return to your business within 5 working days, from the date you notified us of this problem. You should contact 01427 675124 to report any such issues.
13. All wheeled bins will remain the property of West Lindsey District Council and can be withdrawn at any time if these terms and conditions are not complied with.
14. All bins are on free hire but if the container is lost, stolen or severely damaged (e.g. fired) you will have to pay for a replacement. Minor damage such as broken lids, wheels or axles will be repaired free of charge.
15. Under the WEEE Directive (Waste, Electrical and Electronic Equipment Directive) **electrical products must not** be disposed of in either refuse or recycling containers. These must be collected by a specialist collection company.

16. If you need to change the number or size of bins you have, we can easily arrange this for you. However, we reserve the right to charge a fee of £15.00 to include for admin and delivery costs.
17. Recycling bins should only contain those materials as previously advised. If recycling bins are found to be contaminated, they will be rejected by our crew, and you will still be charged. Incorrect items will then need to be removed by yourselves and the bin(s) or bags will be emptied/collected on your next scheduled collection. However, we may be able to return sooner for an additional charge.
18. The Council shall be entitled to inspect the contents of your refuse and recycling bins at any time to satisfy itself that there are no incorrect items inside the bins and that the description of the waste is true and accurate.
19. If recycling bins are found to be contaminated on a regular basis, we reserve the right to terminate this service.
20. Items which are not permitted in commercial waste bins, include brick rubble, garden waste, plasterboard, electrical items, and hazardous waste, such as asbestos or batteries and liquid waste, e.g waste cooking oil. Separate arrangements must be made for these items. Any queries about specific items should be directed to [commercialwastesolutions@west-lindsey.gov.uk](mailto:commercialwastesolutions@west-lindsey.gov.uk) or Tel 01427 675124.
21. You will still be charged for the collection service if you fail to provide access or if wheeled bins are not placed outside for collection on the scheduled collection day. Refunds will not be allowed.
22. We will communicate changes to collections on Bank Holidays at least two weeks in advance, via e-mail or other appropriate method of communication. Changes normally only apply to Christmas and New Year.
23. Section 34, of the Environmental Protection Act 1990, places a duty of care on any person who imports, produces, carries, keeps, treats or disposes of controlled waste. As a producer of waste you have a duty of care to ensure that your waste is disposed of correctly. When you pass your waste to someone else a Waste Transfer Note must be issued. As collector of your waste, we will send you a Waste Transfer Note once you have signed up for the service. As we shall be collecting your waste on a regular basis, a 'season ticket' is produced and can last up to 12 months.
24. Your Waste Transfer Note will only be valid whilst you are subscribing to our service.

I hereby accept these Terms and Conditions

**Signed** ..... **Date** .....

**Name of business** .....

**Address** .....

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**Phone No** .....

**E-mail Address** .....

**Invoicing Address (if different):**

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