

**WASTE AND RECYCLING SERVICES – COMMERCIAL  
TERMS AND CONDITIONS**



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# **WASTE AND RECYCLING SERVICES – COMMERCIAL TERMS AND CONDITIONS**

This document sets out the terms and conditions between the Council and you, 'the Customer' in relation to the kerbside collection service provided by the Council.

We will work with you to recommend and agree the type and size of containers the Council will provide at the named premises, the collection point for your containers, when your collection will start, the collection day and frequency of collection for both general rubbish and recycling. In addition, the following terms and conditions apply to all waste and/or recycling collections. By signing the Waste Transfer Note enclosed with this document, you are agreeing to the terms and conditions outlined below. The Council reserves the right to update the terms and conditions of the 'Contract'. Customers will be notified of any changes in writing, but these will be effective immediately.

## **The Council's Responsibilities**

The Council will provide to you, the Customer, a number of containers as requested in your Waste Transfer Note following recommendations from us regarding your type and volume of waste. The containers are provided under these terms and conditions for a period of one year commencing from the date of the Waste Transfer Note or until such times as you terminate your contract for example if you sell your business or are no longer a waste producer. The Council also reserves the right to terminate your Contract at any point subject to the circumstances highlighted in these terms and conditions.

## **Your Duty of Care**

The Council will provide the Customer with an annual Duty of Care Waste Transfer Note for the removal of non-hazardous waste from the collection address supplied in your agreement. Details regarding your Duty of Care responsibilities and examples of hazardous waste types can be found at the following links:

<https://www.netregs.org.uk/media/1416/netregs-duty-of-care-leaflet.pdf>

<https://www.orkney.gov.uk/Service-Directory/C/your-duty-of-care-and-responsibilities.htm>

## **Variations and Termination**

The Council reserves the right to terminate the Contract where the Customer is in breach of any of the terms and conditions set out in this document. A notice period will be given to enable the customer to remedy 'the breach' prior to terminating the Contract which means no further waste and/or recycling would be collected. Breaches of the conditions include, but are not limited to:-

- Where the Customer has wilfully damaged or burnt waste in containers.
- Continuously over-filled containers so they are over the acceptable weights for our vehicles; for example, the maximum weight which can be contained in a 1100 litre bin is 450kg.
- If the customer is using containers for the improper storage of inappropriate waste types which may cause harm to the environment or is different from what is set out in the signed agreement.
- Failure to pay the annual charge for a service and makes no attempt to establish some form of payment plan if in financial difficulty. Our finance colleagues are happy to

discuss any payment terms to assist with financial difficulties.

If the Customer varies their agreement part way through the year, the changes will be discussed between parties and subject to each case, there may be a charge levied to cover costs. These costs are to cover things like administration, collection of containers etc. This charge is identified in the Council's Charging Register published annually on the Council's website.

Reinstatement of services, if terminated either by the Council or the Customer, will be at the discretion of the Council and a fee will be charged for the administration and delivery of bins for re-establishing a service part-way through the year.

Please note that if you terminate your contract part-way through the financial year, the Council does not offer partial refunds for any remaining period of that year.

On termination of the Contract, the Council will remove the Bin(s) from the Premises and the Customer will still be liable to pay the relevant fees and charges set out in the agreement.

### **Missed Collections and Service Changes**

Collection crews will make arrangements to reschedule any reported missed collections subject to circumstances on the day. This is assuming businesses have presented their bin at the agreed collection point by 8am. In the event of adverse weather or mechanical breakdown, then missed collections may be picked up outwith this time but crews will endeavour to return to collect missed containers prior to the next scheduled collection. If, for whatever reason, a rescheduled collection is not possible, our team will advise you of alternative arrangements. To report a missed bin please email [developmentandinfrastructure@orkney.gov.uk](mailto:developmentandinfrastructure@orkney.gov.uk) or call 01856\_873535, extension 2320.

Collection services sometimes need to be amended, such as during public holidays, including the festive period. Notification will be provided in advance through a variety of communication channels such as the Orcadian (at Christmas), OIC Updates <https://www.facebook.com/OICUpdates> and the Council's Website [www.orkney.gov.uk/News.htm](http://www.orkney.gov.uk/News.htm)

There could be circumstances out with the control of the Council where the need to reschedule services arises at short notice and the Council will make every endeavour to communicate this through the channels identified above.

### **Damaged Containers**

The Council will repair or replace any container(s) damaged during uplift by the Council's collection vehicle.

### **Charitable Organisations**

If you are a registered charitable organisation, the Council provides reduced rates for waste collections. Please see the current rates in the attached documentation. Your organisation must be a registered SCIO to benefit. Please supply your registration details on headed paper and the Council will apply the appropriate discount.

## **The Customer's Responsibilities**

### **Paying for your waste/recycling collection service**

The Council will provide a kerbside collection service at the stated frequency as outlined in the Waste Transfer Note. Please find the Council's current charges enclosed.

Charges will normally apply from the 1 April to the 31 March, or from the date the service commences. The Council reserves the right to increase the charges at any time, providing not less than one month's notice is given to the customer, in writing.

Invoices must be paid within 30 days of receiving the invoice. The ways you can pay will be detailed in the invoice sent to you once you have signed the Waste Transfer Note and this has been received by the Council. If your business is experiencing financial difficulties, you must get in touch with the Council to discuss the possibility of establishing payment in instalments by Standing Order. Failure to pay all charges on the due date, or to keep up with any agreed instalment payments, may lead to withdrawal of the service and removal of any containers provided. (See Variations and Termination on Page 2).

### **Duty of Care: Controlled Waste Transfer Note**

You must complete and return the annual Duty of Care: Controlled Waste Transfer Note within 14 days of receipt and inform the Council of any changes to the information relating to your personal details, trading organisation and or invoicing/billing address. You must also advise if there are any changes to the waste type to be collected, changes to the size of your required containers and/or changes to your collection frequencies.

Failure to return the documents within the 14-day period may result in the service being stopped or delayed. Under the Environmental Protection Act 1990 and the Waste (Scotland) Regulations 2012 the

producers of waste are required to sign and complete a Duty of Care Controlled Waste Transfer Note every year. Orkney Islands Council cannot legally collect your waste until this has been returned.

You must ensure your business complies with the requirements of the Environmental Protection Act 1990 and the Waste (Scotland) Regulations 2012 to prevent the escape of waste from your containers and to separate specific materials for recycling. More information can be found on the Council's website

<https://www.orkney.gov.uk/Service-Directory/C/the-waste-scotland-regulations-2012.htm>

## **Presenting Your Containers for Emptying**

You must present your containers for emptying at the designated collection point by 8.00am on the day of collection. Failure to do so could easily result in a missed collection and whilst for paid services the crews endeavour to get back to you (not necessarily on the same day), it does put the service under extra pressure to go back for missed collections.

Only use the containers for the storage of waste produced as identified in your agreement. If you need advice on what's permitted, please contact the Council using the contact details on the letter attached.

You should immediately notify the Council of any change to the type of waste described on the annual Duty of Care Controlled Waste Transfer Note and seek advice.

There are a number of obligations the customer should observe in presenting containers including:-

- Waste and/or recycling should always be safely contained within your container(s), **no side waste is permitted**.
- Lids should be shut so no waste can escape into the local environment.

- Any damaged bins, partially split or otherwise should be reported immediately as they present a health and safety risk both to the public and our crews. To report a damaged bin please email [developmentandinfrastructure@orkney.gov.uk](mailto:developmentandinfrastructure@orkney.gov.uk) or call 01856 873535, extension 2320.
- Waste collection vehicles cannot travel on unadopted roads or perform manoeuvres that are deemed unsafe, such as reversing up a hill or in a tight space. Unless otherwise agreed, containers must be presented to a collection point adjacent to the public road.
- Containers when stored just off the public road i.e. within the curtilage of a business property, must be securely stored on some form of hard standing such as a concrete plinth or a bin store for example.
- Crews and collection vehicles should have free access to containers and should not be impeded by other vehicles, barriers or gates.
- If a business secures their containers with bungees, locks, straps, chains, in a bin store or other, they must be freely accessible on collection day by the crews – i.e., unsecured and preferably removed from a bin store.
- You should not place loose waste into your residual waste bins. Please make sure that any organic matter is securely contained in durable bags before placing into the containers. This is particularly important if disposing of food waste.
- Please make sure recycling – particularly plastic bottles, are empty and have been rinsed. Dry recycling must be placed in bins loose, these should not be placed in bags.
- Containers should not be overfilled so that weights impact on the wear and tear of Council vehicles. Overfilled containers can also negatively impact on the health and safety of our crews. If overfilled bins are routinely presented, the Council reserves the right to levy an additional charge to recover the cost of the disposal of additional material. If container(s) are damaged



owing to over-filling, the Customer will be responsible for paying for the collection and delivery of replacement container(s).

- Caddies for recycling are provided to assist you in separation of materials only and should not be presented for collection either inside or outside the bin. All recycling must be presented in bins.

The Council reserves the right to refuse to collect containers if, in the reasonable opinion of the Council, the container and/or the waste is unsafe. If your containers are not collected please contact the Council for further advice.

### **Looking After Your Containers**

The containers remain the property of the Council and as such are 'hired out' to the Customer. However, the Customer is responsible for looking after their containers, maintaining them in a reasonable condition, keeping them clean and stored in a suitable safe location. The Customer should take reasonable steps to ensure the container(s) are not lost, stolen or damaged or misused in any way.

### **Inclement Weather**

Customers should use their discretion when the weather proves challenging. If it is likely that container(s) will be blown over or damaged owing to poor weather, then the Customer should use their judgement in whether or not to present. The Council typically informs customers when revised collections will take place and customers are advised to re-present when advised. If containers are presented in poor weather, the Council advises they are brought back in as soon as possible to avoid them blowing about and potentially causing obstruction or damage.

## **Contamination**

Customers are encouraged to comply with the recycling guide, contained at the end of this document regarding contamination. If recycling container(s) are continuously contaminated, the Council reserves the right to remove the recycling container(s). The same applies to waste, if container(s) are regularly contaminated with waste types not specified in the agreement or for example builder's rubble, liquids or for example, a container is filled entirely with plastic bale wrap, the Council may refuse to collect.

## **Indemnity and Liability**

The Council shall not be responsible for any accident, injury, loss or damage to any person or property arising from the use of any container(s) hired to the customer.

The Customer is responsible for the container(s) in ensuring they are safely stored whilst not out for collection and whilst out for collection must ensure they do not present a danger to themselves or any member of the public.

## **Data Protection**

Orkney Islands Council is committed to protecting and safeguarding your privacy. We will only use the information that we collect about you lawfully in accordance with the Data Protection Act 2018. The information relating to this Contract will be retained for the period stated in the Council's Retention and Disposal Schedule. For more information about how we process information, please contact us or visit

<https://www.orkney.gov.uk/Online-Services/privacy.htm>

## **Orkney Islands Council - Commercial Waste Policy**

Orkney Islands Council is producing a new Commercial Waste Policy. If you would like a copy, when this becomes available, then please contact Customer Services on 01856 873535.

### **Contact Us**

If you have any questions or concerns regarding the collection and disposal of your commercial waste or recycling please telephone 01856 873535 extension 2320 or via email:

[developmentandinfrastructure@orkney.gov.uk](mailto:developmentandinfrastructure@orkney.gov.uk)

## Trade Recycling Collection – Recyclate Guide

Recyclates must be properly segregated without contamination by unwanted materials or they will not be collected. Recyclates should not be placed in bags. Corrugated Cardboard can be collected in bundles, if preferred, but must be dry at the point of collection.

### Plastic Bottles

#### Yes please

- ✓ Shampoo Bottles
- ✓ Household Type Cleaner Bottles
- ✓ Drinks Bottles
- ✓ Plastic Milk Bottles

#### No thanks

- ✗ Yogurt Pots
- ✗ Plastic Bags
- ✗ Food Containers (e.g. margarine tubs, fruit punnets, vending cups)

Please rinse, squash and put the lid back on.

- ! Please only put out Type 1 and Type 2 Plastic bottles – PET and HDPE. This will be specified on the bottom of the bottle.

### Cans

#### Yes please

- ✓ Food Cans/ Tins
- ✓ Drink Cans/ Tins
- ✓ Aluminium Foil/trays
- ✓ Aerosol Cans
- ✓ Metal Lids from Jars/Bottles

#### No thanks

- ✗ Paint/ Petrol Cans

- ! Do not crush or pierce.
- ! Place can tops inside cans.
- ! Please remove labels.

### Glass

#### Yes please

- ✓ Glass Bottles
- ✓ Glass Jars

#### No thanks

- ✗ Light Bulbs
- ✗ Cookware (e.g. 'Pyrex')
- ✗ Broken Glass

- ! All colours accepted

### Paper/ Thin Card

#### Yes please

- ✓ Unwanted Mail
- ✓ Magazines
- ✓ Thin Card (e.g. cereal box)
- ✓ Newspaper
- ✓ Envelopes
- ✓ Shredded Paper

#### No thanks

- ✗ Cardboard
- ✗ Cartons
- ✗ Plastic Envelopes
- ✗ Large Catalogues
- ✗ Egg boxes
- ✗ Any food contamination

- ! Please flatten thin card boxes

### Corrugated Cardboard

#### Yes please

- ✓ Clean Corrugated cardboard boxes

#### No thanks

- ✗ Wet Soggy Cardboard
- ✗ Plastic Wrapping
- ✗ Any food contamination

#### Wheeled bin collection

- ! Do not squash or jam into bin

#### Bundled collection

- ! Flatten and tie into bundles no more than 1.2 meters square, weighing less than 20 kg