

Environmental Services

Terms and Conditions of Commercial Waste Service

1. **Introduction**

- 1.1 Corby Borough Council in conjunction with our contractors Kier Environmental Services offer a commercial waste service which can be tailored to suit your requirements. All containers are fitted with locks and covers, suitable for operation with Council owned bulk loading commercial waste collection vehicles may be hired from the Council. Only approved containers and receptacles will be handled by Corby Borough Council. Trade waste sacks for businesses are also available and these can be purchased in rolls of 100. Extra collections can also be arranged if required at short notice. (There is a surcharge for this service).

2. **Responsibility of the Hirer**

- 2.1 The hirer shall be responsible for the safe keeping of the Commercial Refuse container during the period of hire. Containers damaged through misuse will be replaced and an appropriate charge levied to recover the cost.
- 2.2 The Commercial Refuse container remains the property of Corby Borough Council at all times during the hire period.

3. **Acceptable Material for Collection**

- 3.1 No materials will be accepted other than those declared on the Hire Agreement and Duty of Care: Controlled Waste Transfer Note, and agreed by Corby Borough Council at the time of hire.
- 3.2 Material deposited in the Commercial Refuse containers should flow freely into the refuse collection vehicle when tipped. Containers, which are too heavy to be emptied, judged by the refuse collection vehicle's weight sensor, will remain unemptied. The obligation then falls to the hirer to ensure the Commercial Refuse container is light enough to be emptied on the next scheduled collection.
- 3.3 The Council reserves the right to refuse to handle any substance(s) it may in its absolute discretion deem to be hazardous or deleterious.
- 3.4 Soil, concrete, tarmac, building rubble, trees and branches etc are not acceptable for removal by container, arrangements may be made for disposal of such refuse by contacting an authorised contractor.
- 3.5 Extra care is to be taken when disposing of flammable items in the Commercial Refuse containers. Although Corby Borough Council is mindful that there is obviously a need to dispose of flammable materials (e.g. paper, card etc.) in the commercial refuse bins, we would ask that you attempt to eliminate all possibilities of said materials catching fire.

- 3.6 Liquids are not to be disposed of in the Commercial Refuse containers, as the Council cannot guarantee the impermeability of the refuse collection vehicles, and this may result in spillages.
- 3.7 Side waste will not be accepted for collection; all refuse should be bagged and enclosed within the Commercial Refuse container. If there is additional waste to be collected that will not fit inside the container, an additional collection can be requested from Corby Borough Council. If there is continual evidence of additional refuse, the Council may request that an additional Commercial Refuse container is hired for the safe storage of the waste.

4. Hire Agreement Revision and Contract Termination

- 4.1 In the event that a Hire Agreement requires updating, a new Hire Agreement will be issued by Corby Borough Council for completion by the hirer, prior to the revised collection arrangements coming into effect.
- 4.2 The hiring undertaken may be terminated by one month's written notification by either the hirer or Corby Borough Council.

5. Additional Collections

- 5.1 Additional collections may be arranged at any time, under normal circumstances, for the next day, by contacting the Council's Commercial Refuse department on 01536 464000. Additional collections are charged at £35.00 per collection (2014/15) and increase accordingly each April.
- 5.2 Should an additional collection be required due to a fault of the hirer, the appropriate charge will be levied.

6. Cost

- 6.1 The hire charge and collection charge for a Commercial Refuse container, per period of six months, are payable, in advance, on 1st April and 1st October of each year, intermediate periods being charged at a monthly pro-rata rate. Failure to pay these invoices will result in the service being withdrawn. The service will be withdrawn after the Council's debt recovery policy has been adhered to. Arrangements can be made to pay invoices on a monthly basis via standing order. If the Council withdraws this service and you fail to arrange a replacement service with an authorised commercial waste contractor, you may be prosecuted for non-compliance with the waste 'duty of care' arrangements under the Environmental Protection Act 1990, which could result in a fine of up to £20,000 on summary conviction. For new customers the Council requires an invoice to be paid in full or one month and a payment plan (via standing order if possible) to be set up.
- 6.2 With the exception of annual price increases taking place in April of each year, where one month's written notice will be given of the new pricing structure; three months written notification will be given of any price amendments throughout the course of the year.

7. Additional Information

- 7.1 Under no circumstances must the container be used as an incinerator.