

# Waste Collection and Disposal Service Terms and Conditions

## 1. Definitions

1.1 In these terms the following words and expressions shall have the following meaning given to them:

“**Certificate of Destruction**” means a certificate that will be provided to the Customer by NCC in accordance with Environmental Protection Act 1990 (“the Act”) on completion of an applicable Service.

“**Charge**” means the total amount payable for the Service as set out in the Order and any associated charges as increased from time to time pursuant to Clause 3.4.

“**Equipment**” means the Waste Bag(s) or Bins purchased and/or hired by the Customer for the storage and collection of its waste.

“**Collection Date**” means the date upon which the Service will be delivered as set out in the Order.

“**Collection Site**” means the site agreed for the Service to be delivered as set out in the Order.

“**Commercial Waste**” means any waste material arising from business activity.

“**Confidential Waste**” means any waste material containing information which NCC has agreed to destroy or render unreadable in accordance with the Order.

“**Order**” means the form setting out the service requirements, including but not limited to date, location, charge(s) and equipment to be supplied.

“**Service**” means the collection and onsite shredding of Confidential Waste and/or the collection and disposal of Recycled or Commercial Waste as set out in the Order.

“**NCC**” means Nottingham City Council

“**Recycled Waste**” means any waste material arising from a business activity which is suitable for processing and recycling as set out in the Order.

“**Working Day**” means Monday to Friday excluding any public holidays.

## 2. General

2.1 These Conditions apply to all agreements for the supply of the Service by NCC and supersede any previous terms and conditions.

2.2 The rights and obligations of the Customer under this agreement shall be personal and shall not be assignable without the express consent of NCC.

## 3. Price and Payment

3.1 The Customer shall pay the Charge as set out in the Order, together with any VAT where applicable.

3.2 Payment for the Service shall be made in accordance with the requirements set out in the Order.

3.3 NCC reserves the right to suspend the Service in the event of non-compliance with Clause 3.2 above.

3.4 NCC shall subject to 28 working days’ notice to the Customer, have the right to increase the Charge at any time to take account of any variation in NCC’s costs.

3.5 The Equipment is not transferable between individual businesses at the same address.

3.6 The duration of the agreement will be as set out in the Order.

## 4. Service to be provided

4.1 NCC shall issue to the Customer the Equipment required, subject to payment in full for the Equipment or hire of the Equipment, if applicable, and as set out in the Order.

4.2 NCC shall attend the Collection Site on the Collection Date in accordance with Clause 6.

4.3 NCC shall for the purposes of the Confidential Waste collection service, load the Waste contained within the Equipment directly into the shredding vehicle for destruction onsite in accordance with the shredding requirements set out in the Order.

4.4 NCC shall provide the Customer with a Certificate of Destruction after the onsite shredding of Confidential Waste has been completed.

4.5 NCC shall dispose of the Waste in accordance with Clause 6.

4.6 NCC will use only uniformed operatives who are fully vetted in accordance with Industry Standards to deliver the Service.

## 5. Responsibilities of the Customer

5.1 The Customer will take delivery of the Equipment as set out in the Order from NCC.

5.2 The Customer must make available for collection the Waste contained securely within the Equipment at the Collection Site on the date as set out in the Order.

5.3 The Customer shall not overfill the Equipment and shall be responsible for ensuring that the Equipment is closed securely prior to NCC taking delivery of the Waste.

5.4 The Customer shall be responsible for the safety of any person (including the employees and agents of NCC), whilst on or about the Collection Site.

5.5 Failure by the Customer to provide access to the Collection Site or to the Waste on the agreed date may result in NCC being unable to deliver the Service or in a delay to the Service. NCC reserves the right to charge an additional Collection Charge at a rate of 50% of the Charge set out in the Order in the event it has to return to the Collection Site to take delivery of the Waste in these circumstances.

5.6 The Customer must ensure that the Waste is kept secure prior to collection and that only material it wishes to dispose of in accordance with this Agreement is collected. NCC does not accept liability for the destruction and disposal of any material and/or possessions that may have been deposited within the Equipment inadvertently by the Customer.

5.7 The Customer warrants that the Waste contained within the Equipment is compliant with the description provided in the Order. NCC relies on those details in the provision of the Service. NCC shall be entitled to take samples of the materials placed in the Equipment to satisfy itself that the description is accurate prior to collection and disposal. Such right shall under no circumstances relieve the Customer of its obligations to describe the Waste accurately.

5.8 NCC will be entitled to refuse to deal with any material:

- 5.8.1 which it has reason to believe is toxic, poisonous, explosive, inflammable or otherwise dangerous; or
- 5.8.2 the handling of which may cause NCC to incur civil or criminal liability; or
- 5.8.3 which it has reason to believe is or may be Hazardous material; or
- 5.8.4 the disposal of which might involve NCC in additional expense or an unreasonable amount of extra work.

## 6. Disposal

6.1 NCC will use all reasonable endeavours to satisfy itself that any Disposal Site at which the Customer’s waste is disposed of is operated in accordance with statutory requirements where such Disposal Site is not operated by NCC. However, NCC accepts no liability whatsoever for any third party’s failure so to operate.

## 7. Limitation of Liability

7.1 Nothing in these terms shall limit or exclude NCC’s liability in respect of death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any implied warranty contained in the Supply of Goods and Services Act 1982.

7.2 NCC’s aggregate liability under this Agreement shall be limited as follows:

- 7.2.1 the aggregate liability to NCC in respect of direct loss or damage to property shall in no event exceed £1,000,000 (one million pounds).
- 7.2.2 the aggregate liability to NCC in respect of any other direct loss or damage shall in no event exceed the greater of £250,000 (two hundred and fifty thousand pounds) or 125% of the Charge payable to NCC in the year in which the liability arises.

7.3 For the avoidance of doubt there shall be no liability in respect of loss of profit, loss of business, loss of revenue, loss of or damage to goodwill, loss of savings (whether anticipated or not) or any indirect or consequential loss.

## 8. Termination

8.1 If the Customer commits any breach of this agreement NCC may, in addition to its other rights, give notice to the Customer to terminate this agreement immediately or, at the option of NCC, after 21 days from the date of such notice if the Customer shall not have remedied the breach to NCC’s satisfaction during that time.

8.2 If the Customer shall have a receiver, an administrator or an administrative receiver appointed for the whole or any part of its assets or if an order shall be made or a resolution passed for its winding-up (unless this is for the purpose of its reconstruction or amalgamation) then this Agreement shall terminate forthwith.

8.3 NCC may terminate this Agreement on notice and without liability to the Customer if NCC reasonably considers that it cannot provide the Service (or any part of the Service) safely.

8.4 The Customer may terminate this Agreement on three months’ notice to NCC or as specified in the Order.

## 9. Freedom of Information

9.1 The Customer acknowledges that NCC is a public authority subject to the requirements of the Freedom of Information Act 2000 and where necessary the Customer will assist and co-operate with NCC to comply with its information disclosure obligations.

## 10. Force Majeure

10.1 NCC will use reasonable endeavours to deliver the Service but shall not be liable for late performance or delay in performance of the Service and delays shall not entitle the Customer to rescind the Agreement if caused without fault or negligence of NCC under or in part by any act, omissions or circumstances beyond its reasonable control (a ‘Force Majeure Event’).

10.2 A Force Majeure Event will include, but is not limited to, an Act of God, flood storm, fire, war, terrorist act, riot, strike or other industrial action, or act of Government.

10.3 Without prejudice to the generality of Clause 10.1, NCC shall have no liability for any delay or default in the provision of the Service caused directly or indirectly by breakdown or unavailability of equipment, vehicles or inability to obtain labour or any other causes beyond NCC reasonable control.

## 11. Confidentiality

11.1 Each party acknowledges and agrees that any and all information concerning the other’s business or the terms of this agreement is confidential and each party agrees that it shall not permit the duplication, use or disclosure of any confidential information to any person unless such duplication, use or disclosure is expressly authorised in writing by the other party, or is required by the operation of law. Confidential information does not include information which at the time of disclosure is available to the public. The parties shall take all reasonable steps to ensure that their employees, agents and sub-contractors comply with this requirement.

## 12. Entire Agreement

12.1 These terms and conditions and the Order shall comprise the entire terms and conditions of this Agreement. The Order and these terms and conditions shall take priority over any other arrangements, communications (whether verbal or written), or any other documents (including, but not limited to, other orders or other terms and conditions).

## 13. Contracts (Rights of Third Parties) Act 1999

13.1 For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any terms of this Agreement and the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

## 14. Governing Law

14.1 This Agreement shall be governed by English law subject to the exclusive jurisdiction of the English courts.