

CARDIFF COUNCIL COMMERCIAL SERVICES SKIP TERMS & CONDITIONS

1. Incorporation of Council's Conditions

The Conditions hereinafter stated are the conditions of Cardiff County Council (hereinafter called the Council's) in relating to waste collection services and any such services undertaken upon the following conditions unless varied by the terms of any written contract between the Council and Customer.

2. Statutory Obligations

It is the terms of every contract entered by the Council that the Customer shall have complied or shall comply with all requirements of government or any statutory or public authority in relation to the service, or to the use of any container by the Customer. In particular the Customer shall be responsible for ensuring the compliance with the Environmental Protection Act 1990, or any re-enactment or amendment thereto, or any order, regulation or delegated legislation made there under.

3. Nature of Waste Materials

(a) The waste materials to be collected and disposed shall be of the type character and quantities specified in the contract and the Customer shall ensure that no material change in the nature of the waste shall take place during the contract. The Council will not accept any waste which by reason of size or weight is difficult to collect or dispose of.

(b) Restricted materials which must not be deposited in the container without the Council's prior consent include:

- (i) Fridges and Freezers
- (ii) Tyres
- (iii) Televisions, monitors or other electrical equipment
- (iv) Plasterboard

(c) Prohibited items that should never be deposited in the container

- (i) Paint cans, solvents, mastic tubes
- (ii) Asbestos
- (iii) Clinical and medical waste
- (iv) Florescent tubes
- (v) Aerosols or gas bottles
- (vi) Tree roots
- (vii) Telegraph poles or sleepers
- (viii) Liquids, including oils
- (ix) Batteries or acids
- (x) Hazardous or toxic materials

(d) Surcharges will apply where such items have been deposited without the permission of the Council.

4. Customer's Promise

(a) The Customer must notify the Council before any supply is commenced of any particular requirement of the Customer relating to health and safety at work and of any hazards, risks or dangers that may arise as a result of the Council or its employees undertaking any service on the premises of the Customer.

(b) The Council's employees or agents shall not be required to undertake any service outside the terms of the contract and furthermore the Customer shall not request such employees or agents to do so without the Council's prior agreement.

5. Customers Obligations in Relation to Containers

(a) The Customer shall be responsible for placing and shall only place the waste materials referred to in Clause 3 in the skip

(b) The Customer warrants that he had the right to place

such waste materials in the container and the property in all waste materials shall pass to the Council upon the same being commenced to be removed provided there shall be no breach of the Customer's obligations.

(c) It shall be a condition that the Customer observes and performs the following:

- (i) The siting of the container is the Customer's responsibility and consideration should be given to potential hazards
- (ii) No sharp or hot materials are to be placed in any container likely to be damaged thereby.
- (iii) The Customer shall be responsible for ensuring that the skip is not overloaded either in terms of weight or in the manner in which the skip is loaded. The waste in the skip should not be loaded on beyond the point of it being a level load. Should the Council be unable to remove the skip due to overloading, howsoever caused, the Customer will be deemed to be responsible, and will be responsible for the cost of the failed delivery or removal which will be no less than 50% of the overall skip hire charge. The Council reserves the right to make reasonable charges for remedial activities to resolve unloading including but not limited to specialist plant/vehicle hire, additional staff hours and/or specialist disposal.
- (iv) The Council will not site a skip upon the public highway (including grass verges, footpaths or pavements) that is under the control of the local authorities, without first ensuring that the permission of the Highway Authority has been duly obtained under Section 139 Highways Act 1980. At the request of the Customer, the Council will obtain such permission and the cost of obtaining that permission will be charged to the Customer (see schedule of rates).
- (v) The Customer shall provide three marker cones by day and three marker cones plus sufficient yellow lights on the skip during the hours of darkness, as required by the Highways Act 1980. The Customer will ensure that the Skip is properly lighted throughout the hours of darkness.
- (vi) In respect of condition 5 (c)(v) the Council will offer cones, lights and appropriate skip coverings (netting or tarpaulin) for hire at a reasonable charge. The Customer will be responsible for these items for the length of the hire. Replacement charges for lost/damaged items will apply.
- (vii) No rubbish shall be burned in any container or any fire started or permitted therein by the Customer or any other person.
- (viii) No container shall be removed from the Customers premises to which it was delivered without the Councils prior written consent.
- (ix) No sign lettering insignia advertising or other device of the Customer shall be placed or fixed on any container.
- (x) No sign lettering insignia advertising or other device of the Council on any container shall be removed or defaced.
- (xi) The Customer shall at all reasonable times allow the Council and any other person authorised by it to have access to the container to inspect, test, adjust, repair, or replace the same so far as possible at times convenient to the Customer.
- (xii) The Customer will ensure that at the time of removal there is a clear space at one end of the skip of not less than thirty feet to enable the Council necessary access to effect removal.

6. Time of Collection

When the Council vehicle calls on the Customer to perform any part of the service the Customer shall ensure the container is readily available at the time of collection by the Council. The Council shall not be under any obligation to carry out any service where the Customer is in breach of this condition but never the less the Council reserves the right to make a charge.

7. Terms of Service

- (a) The Council is not a common carrier and does not contract as such.
- (b) The date of delivery or performance of the service shall not be of the essence and the Council shall have the right at its discretion to alter the day of performance of the service.
- (c) The Skip hire period shall be for a maximum period of 28 days (unless otherwise stated in the order) after which the skip will be removed by the Council. The Council is not required to give prior notification of its intention to remove the skip once the 28 days as expired.
- (d) Where the Council is unable due to Bank or Public Holidays, breakdowns, or circumstances outside its reasonable control to carry out any service on the day notified to the Customer, the Council shall make all reasonable efforts to carry out such service as soon as practicable thereafter.

8. Price

- (a) The Council will review the prices charged on a regular basis to coincide with any disposal cost increases. The Customer will be notified of any changes.
- (b) The Council will make a reasonable charge for the administration of the waste transfer notes.

9. Liability for Loss or Damage

- (a) If a service is required by a Customer involving vehicle movement otherwise than on the public highway, the Customer shall afford reasonable, safe and adequate access and space in which loading and unloading operations, delivery and collection may be carried out without risk of damage to the vehicle, its driver or its load and without obstruction to the public highway.
- (b) The driver of a vehicle providing such a service shall be deemed to be under the control of the Customer and the Customer shall be solely responsible for any accident or damage caused by the weight of the vehicle or its load or any cables, drains and other service manholes, roads, paths or any other property on, above or below the surface of the land and shall indemnify the Council against all claims in respect or legal liability arising there from.
- (c) The Council reserves the right to refuse to carry out any service if it considers that the service required might place at risk any person, goods, vehicle or property.
- (d) The hirer is responsible for any loss or damage caused whilst the container is on hire, (we recommend an insurance value of £1,000).
- (e) The Council will use keys, codes or access fob to gain access to secure refuse storage areas, however will not be liable if replacements if required.

10. Limitation of Liability

- (a) Except for defects in the service which shall be notified by the Customer to the Council in writing within 14 days after the date of the service, the Council shall not be liable for any defect in the service whether due to any act, neglect, default of the Council or its servants or agents or otherwise and all warranties and conditions express or implied and hereby excluded.
- (b) In particular (Without prejudice to the generality of the foregoing) the Council shall not be liable for any such claim, loss or damage resulting from:
 - (i) any circumstances arising outside the reasonable control of the Council.
 - (ii) any instruction given by or any act or omission of the Council or its servants or agents.
 - (iii) any inherent or latent defect which the Council could not reasonably discovered or rectified.
 - (iv) Any material breach by the Customer of any of the Council's conditions hereof required to be observed or performed by the Customer.
- (c) The Customer shall give the Council every reasonable opportunity to replace, repair or rectify any defects in the service.
- (d) The Council shall in no circumstances be liable for

loss of profits, or of contracts, or for consequences loss of any kind whatsoever.

- (e) In the event of a defect of service at the liability of the Council suitable credit will be made on the next regular invoice to the Customer.
- (f) The Council shall only be liable to return and refund stock delivered to any customer in the last 90 days.
- (g) Nothing herein contained is intended to affect nor will it affect any rights of the Customer under the Unfair Contract Terms Act 1977.
- (h) Where accurate weights are not obtained due to technology failure, average weights will be used.

11. Indemnity for Customer

- (a) The Customer shall indemnify the Council against any loss or any damage to any container and/or cones, lights or coverings issued under hire occurring or caused during the continuance of the Contract with the Customer.
- (b) For the duration of the Hire Period the Bin is in the control and custody of the Customer. The Customer shall reimburse the Council in respect of any loss or damage to the skip whilst on hire to the Customer from whatsoever cause the same may arise (excluding fair wear and tear). The Customer shall also fully indemnify the Council in respect of any claim to injury to persons or property out of the use of the skip whilst on hire to them howsoever the same may be caused or arise.
- (c) The Customer shall indemnify the Council against claims for which the Customer is legally liable or for any additional cost arising out of the use of any container or the breach by cost arising out of the use of any container or breach by the Customer of any of the conditions hereof required to be observed or performed by the Customer.
- (d) Domestic Customers are advised to check that their household insurance provides adequate cover.

12. Conflict with Customer Conditions

Any condition contained in a Customer's order which conflict with any of these conditions shall be deemed to be inapplicable to any order placed with the Council unless expressly agreed by the Council in writing when acknowledging an order.

13. Assignment

The Customer shall not be entitled to assign or transfer the benefits of this contract.

14. Suspension of Service

- (a) The Council reserves the right to refuse and/or suspend a service to the Customer if any of the following conditions apply:
 - (i) If any legal requirements are not complied to in particular section 34 of the Environmental Protection Act 1990.
 - (ii) If amounts owing to the Council are outstanding after 28 days of the date for payment.
 - (iii) The terms and conditions of the contract are not complied with.
 - (iv) Any abusive or unreasonable behaviour towards a Council employee.

15. Termination of Contract

- (a) The customer may cancel the service by giving a minimum of 2 working days notice to the Council.
- (b) Failure to provide reasonable notice may result in charges to cover costs incurred.
- (c) In the event that a Highways Permit is rejected and the skip cannot be sited on the public highway the Council will cancel the service(s) and notify the Customer.

