



MORAY COUNCIL ENVIRONMENTAL SERVICES

TRADE WASTE COLLECTION - CONDITIONS OF SERVICE 01.04.19 to 31.03.20

1. STANDARD AGREEMENT:

- a) **The standard collection agreement period** is for **one year**, renewable on 1st April each year.
- b) **The standard service package offered includes both landfill waste and recyclable material collection in accordance with the Waste (Scotland) Regulations 2012 and is inclusive of a free Recycling Pass.**
 - I. **Urban areas:** Collection frequency for Landfill Waste and Recyclable Waste is once per week.
 - II. **Rural areas:** Collection frequency for Landfill Waste is once every 3 weeks and collection frequency for Recyclable Waste is once per fortnight.
- c) A **Recycling Pass** (valid for one year) will be required to gain entry to the Council's Recycling Centres and this will be renewed in April each year.
 - I. Those customers who use the standard collection service package of landfill waste and recyclable materials can request an entry Pass to the Council's manned recycling facilities free of charge by filling out the section in their Trade Waste Agreement.
 - II. Those customers who use only part of the collection service who wish to make use of the Council's recycling centres will require to purchase a Recycling Pass.
 - III. The Pass permits the deposit of kerbside **recyclable material only** (paper, card, glass, cans and plastic types 1 and 2).
- d) **Bin Replacement:**
 - I. In the event of bins being lost, stolen or damaged through misuse whilst under the customer's control, the customer should notify the Council and will require to fund the full cost of replacements. Waste will not be collected if it is not in a Council supplied container.
 - II. The Council will replace wheeled bins, which become unusable or faulty through fair wear and tear.
- e) **Change in ownership or tenancy** should be notified in writing at least 28 days prior to change.
- f) **Charges** are based on the wheeled bin size required to present the waste for collection and are payable quarterly/annually in advance or monthly/quarterly/annually in advance by direct debit payment. Charges are detailed in Appendix I.

If payment of the charges is not received whether formally demanded or not within 28 days after receiving an invoice for the charges due, the Council may terminate the services with immediate effect and the Council shall have the right to recover all outstanding and unpaid monies due and owing to the Council arising from the service agreement.

- g) **Delivery charge of £20 per occasion** will apply for a request by the customer to return bins following their removal for non-payment.
- h) **Collection Time:** All wheeled bins, both residual and recycling, must be presented at the kerbside for collection **by 7.30am on the day of collection**. (Unless prior arrangements have been made at least one week in advance).
- i) **Excess landfill waste or recyclable material:**
- I. Any wheeled bin with an open lid, due to the contents within, will not be uplifted.
 - II. No excess (i.e. presented for collection outwith the bin) will be uplifted unless prior arrangements have been made, for which a charge will apply.
 - III. Those customers who know in advance that at certain times of the year their landfill bin capacity will be insufficient, may purchase sacks (refer clause 2dl) and present excess landfill waste within these for collection.
 - IV. Any additional work required in clearing up scattered and/or windblown waste will be recharged to the customer.
- j) **Inspections:** will be undertaken frequently and randomly to ensure that waste is presented for collection in accordance with this agreement. The customer shall give the Council the right to enter the location of transfer or where the receptacles are kept at any time with or without vehicles and with or without notice for the purposes of assessing and/or removing the receptacle.
- k) **Legislative compliance:** The Council and the customer shall comply with all legislation and officially recognised guidance and codes of practice relating to the provision of a trade waste collection service including the Control of Pollution Act 1974, Environmental Protection Act 1990, Waste (Scotland) Regulations 2012 and any other relevant legislation, regulations, codes of practice and guidance, current or future.
- l) **Termination**
If the Customer fails to comply with this service agreement, the Council may terminate the Service Agreement by giving the customer at least 7 days written notice of their intention to do this. The service agreement may be terminated at any time by either party giving the other at least 28 days written notice of their intention to do this.
Upon termination of the service agreement, the customer may apply in writing for the refund of any unexpired portion of the charges for the remainder of the Agreement Period on a pro rata basis (refunds will be subject to the same seasonal variations as laid out in the Service Agreement). Refunds will be subject to a cancellation charge to cover administrative costs as determined by the Council from time to time.
- m) **Unacceptable waste:** Wheeled bins found to contain material including hazardous waste (toxic, flammable, corrosive or explosive), liquids, soils, concrete or rubble will not be serviced until said materials have been removed. Recyclable material must only be placed in the appropriate recycling bin; it will not be accepted within a residual bin. Those customers previously identified as producing food waste under the Waste (Scotland) Regulations 2012 should ensure that they use an appropriate service provider (details are available) for the collection of their food waste.

- n) **Variations:** Any changes to the type size and number of receptacles or the frequency of the collection in services shall require written agreement between the parties and may result in an increase in charges. Requests for variation in the level of Services will result in a reissue of documentation which must be returned. The variation shall take effect on the next collection.
- o) **Waste Containers:**
- I. Customers must use the wheeled bins supplied by the Council for residual and recyclable waste as appropriate, no other container will be emptied. Problems with containers should be reported to the Council as soon as possible.
 - II. Hygiene: The customer shall maintain the wheeled bin in a hygienic and clean condition.
 - III. Placing of bins for collection: the customer shall present the bins for collection in a suitable place at the kerbside. Removal of the bins post collection should be done as soon as practicable to avoid any possible danger or nuisance to the general public.
 - IV. **Container sizes:**
 - Landfill waste containers litres: 140; 240; 360; 660; 1280
 - Recyclable material containers litres: 140; 240; 360; 660; 1100. (NB 660; and 1100; currently unavailable for plastic/can collection but the charge will be based on the equivalent number of 360s)
- p) **Waste Segregation:** In accordance with the Waste (Scotland) Regulations 2012, customers using the Council's Trade Waste Collection Service are required to segregate dry recyclable waste of cans; glass bottles; plastic bottles; paper and cardboard from their landfill waste. Food waste must be segregated separately from the above.
- q) **Waste originating from outside Moray will not be accepted either in the kerbside collection or at Recycling Centres.**

2. EXCEPTIONS TO STANDARD AGREEMENT:

- a) **Additional Collections:** Additional collections required between Monday and Friday will incur an additional charge per standard rates. Charges for collections required at weekends will be determined individually.
- b) **Landfill waste or Recyclable waste only to be collected: the customer must confirm** a) that they only produce either residual or recyclable materials (through a waste audit – this can be provided by the Council at a cost) **or** b) must provide evidence of third party collection for other materials
- c) **Charities and Community Halls (a: Waste from premises occupied by a charity and are wholly or mainly used for charitable purposes and b: waste from premises which are wholly or mainly used for public meetings and which are not on the Council's list for payment of Non-Domestic Rates):**
- I. A current Scottish Charities Number must be provided by the service user where applicable.
 - II. The Standard Service is fortnightly; one 240ltr wheeled bin for residual waste and one 140ltr bin each for paper, plastic bottles/cans and glass bottles, - Free of Charge. Where necessary and practicable a weekly service may be available.
 - III. Additional or larger residual and/or recycling bins will incur an appropriate service charge.

IV. Where trade waste occurs from hall activities which are not charitable, sacks may be purchased for its removal (see below)

- d) **Difficulty storing wheeled bin** – those businesses who do not have sufficient space or would find difficulty storing a wheeled bin may:
 - I. Purchase trade waste sacks for residual waste from the Council. The full charge of the service will be included in the purchase price, therefore the customer can decide how many and how often to present sacks for collection; there is a minimum of 10 sacks per order.
 - II. Request the manual loading of cardboard (refer clause 2g)
- e) **Holiday Homes (for let); Caravan Sites; Camping Sites; Residential Homes; Educational Establishments; Hospitals and Public Halls which are used wholly or mainly for public meetings:** will only have to pay for the collection element of the charge.
- f) **Seasonal businesses incl. holiday homes (for let):** will be charged either an annual fee (April to March) or a seven month fee (April to October).
- g) Where **Manual Loading** of cardboard is required, the volume of material will be assessed for an equivalent bin size and will be subject to the standard charge plus a 20% surcharge on the collection element of the cost.
- h) **Missed Collections:** If the customer misses a collection and wishes their landfill waste or recyclable materials to be uplifted prior to the following agreed collection day, an additional service charge at standard rate plus 20% will be applied.

3. COUNCIL CONTACT DETAILS:

Telephone: 03001 234565, Email address: waste@moray.gov.uk.

