

Terms and Conditions

1. The Customer shall during the continuance of the Agreement pay to Doncaster Metropolitan Borough Council a charge for the service.
Payment Terms: COMMERCIAL WASTE invoices will be issued on a quarterly basis and are payable quarterly in advance of service. Payment is due **within 21 days of the date of the invoice**. In the event that invoices are not settled in accordance with these terms and conditions then recovery may be sought through legal proceedings.
2. It is a condition precedent that the service will only be provided where the Customer is not in default of payment provisions. The Council reserves the right not to execute any order and to remove any of its equipment, if arrangements for payment of the Customer(s) account are not (in the council's discretion) satisfactory to the Council and to suspend the services to any Customer whose account is overdue for payment or where the Customer is in breach of any of the conditions, or where the Council considers that the service required may place a risk to any person, goods, vehicles, equipment or property.
3. The Council shall not be liable for any loss or damage howsoever arising for failure to collect waste from the customer as a result of any event beyond the Council's control preventing or hindering COMMERCIAL WASTE vehicles from travelling to the customer's premises including adverse weather conditions, accidents, breakdowns, sickness, or obstruction for any public road or highways.
4. Where the Council is unable, due to breakdown or circumstances outside its reasonable control to carry out any service on the day notified to the customer, the Council shall make reasonable efforts to carry out such service as soon as practicable. Except on Public and Bank holidays when the collection will coincide with the Bank Holiday Collection Calendar. The Council will endeavour to ensure all Bank Holiday Collection information is communicated to its customers and will be available on the Council Internet pages www.doncaster.gov.uk/commercial
5. The Customer shall place the container(s) to be emptied, in position of easy access for collection. If a service is required by the Customer, other than on a public highway the Customer shall afford reasonable, safe and adequate access and space in which loading and unloading operations, delivery and collection must be carried out without, risk to its drivers, its loaders or damage to the vehicle without obstruction to the public highway.
6. The materials to be collected and disposed of shall be as stated on the Duty of Care and presented as un-compacted COMMERCIAL WASTE. The Council will not accept any waste which by reason of material, size or weight is difficult to collect or dispose. This service is not to be used for the disposal of Liquid, Animal BI-Products, Builders or Hazardous Wastes.
7. The Customer is responsible for placing container(s) on his/her premises as not to cause nuisance. Containers must not be stored on the highway. The containers remain the property of DMBC and may not be used for any other purpose than the storage of waste that is to be collected by the Council and/or its Contractor. The customer shall bear the cost of making good any loss or damage to the equipment or any part thereof, whilst at the collection address, fair wear & tear expected. The cost of any such making good shall be paid by the Customer forthwith on demand.
8. The Council and/or its Contractor is not permitted to undertake any service outside the terms of the Agreement and furthermore the Customer shall not entice our contractor to do so.
9. Collections will be for the contracted amount **only**, side waste (i.e. that is not contained within the closed container) will be collected on request and a separate charge will be levied for the service.
10. No refund will be made by the council where the number of containers required to be emptied on any collection is less than the current number stated in the Agreement.
Or there has been a failing to provide a collection due to circumstances out of its reasonable control including adverse weather conditions, accidents, breakdowns, sickness, or obstruction for any public road or highways, however the Council shall make reasonable efforts to carry out such service as soon as practicable.



11. Please keep your copy of the commercial agreement and Duty of Care in a safe place, replacement copies will be charged for.
12. A minimum of one months notice in writing is required to terminate the agreement. (The notice period will commence on a Monday's date).

The Agreement/Waste transfer note must be completed in order to comply with the provisions of the Environmental Protection (Duty of Care) Regulations 1991. Without this documentation the Council cannot lawfully collect Commercial waste and **failure to return a signed copy of this agreement will result in non collection. The signatory on behalf of the business must be capable of binding the business in the contract.**

Data Protection: This information will be held by Doncaster Metropolitan Borough Council. The Council may share the information with other organisations that handle public funds, if required by law. Information you provide may also be used to check the accuracy of records held elsewhere in the Council

Doncaster Council provides a number of Household Waste Recycling Centres (HWRC's) solely for the use of Doncaster residents disposing of their own domestic waste.

It is a criminal offence for any trades person or company to use one of Doncaster's HWRC's to dispose of their waste. Doncaster Council does not operate a site where business waste can be disposed of. To find your nearest trade waste disposal company please see the telephone directory.

Trades persons or companies requiring information on their legal obligations regarding the transportation and disposal of waste should contact the Environmental Agency on 08708 506506.