

Oxford Direct Services Trading Limited

Commercial Waste Service **Terms and Conditions**

Definitions

The Supplier -	Oxford Direct Services Trading Limited
The Customer -	The company /organisation named in this document
The Service -	The commercial waste and recycling collection service to be provided by the Supplier to the Customer
The Premises -	The Customer's premises as identified in this document from which the Supplier will collect the Customer's commercial waste.
The Container -	The waste container(s) owned by the Supplier and provided to the Customer for use by the Customer to collect and contain its commercial waste
Collection Days -	The days scheduled for collection of the Customer's commercial waste from the Premises
Fee -	The fee charged by the Supplier to the Customer for the provision of the Service. The Fee shall be as specified in this document
Total Charges per Week -	The charge per week payable for the provision of the Service used in regard to calculating the Fee

1. General Conditions

- 1.1. Oxford Direct Services Trading Ltd ('the Supplier') agrees to undertake the collection, or to arrange for the collection, of the Customer's commercial waste, subject to the Customer's payment of the Fee and compliance with these Terms and Conditions.
- 1.2. The Terms and Conditions herein set out are the terms of the agreement made between the Supplier and the Customer ('the Agreement') in regard to the Supplier's collection of the Customer's commercial waste. No variation will be valid unless agreed by the parties in writing.
- 1.3. This Agreement is for the Removal of Commercial Waste in accordance with Section 45 of the Environmental Protection Act 1990 ('the EPA')
- 1.4. By entering into this Agreement, both parties agree to be bound by and comply with the EPA and any related legislation, including but not limited to the Waste (England and Wales) Regulations 2011, the Hazardous Waste Regulations (England and Wales) 2005, the Waste Electrical and Electronic Equipment Regulations 2013, and the Control of Pollution Act 1974, or successor legislation.
- 1.5. The Customer shall be responsible for the safety of all employees, agents and representatives of the Supplier who enter the Premises for the purpose of performance of the Service. Any act by the Customer which puts the safety of any employee, representative or agent of the Supplier at risk, may, without prejudice to any other rights the Supplier may then hold, result in the immediate suspension or cancellation of this Agreement.
- 1.6. The Customer (as transferor) and the Supplier (as transferee) will be required to sign an annual waste transfer note. This will be provided electronically. You will be required to return a signed copy and retain a copy as evidence of your responsibility to dispose of your waste in accordance with the WTN Duty of Care - Controlled Waste Transfer Note. This is a legal requirement and also serves as part of the contract/agreement between both parties.
Further details can be found here <https://www.gov.uk/managing-your-waste-an-overview>

2. Contract Term and Notice of Termination

- 2.1. This Agreement shall commence on the Commencement Date as specified in this document and, subject to the provisions of the Agreement, shall remain in full force and effect for a minimum period of 24 months. The agreement shall continue unless and until one of the parties gives to the other not less than three calendar months' notice notification of termination to cease on the second anniversary of the contract commencement date. The notification of termination must be in writing and come from the owner or a director of the company.
- 2.2. Notice of termination must be delivered to Oxford Direct Services Trading Ltd, Marsh Road, Cowley, Oxford OX4 2HH or sent by email to tradewaste@odsgroup.co.uk.
- 2.3. In addition, the Customer agrees that in the event of a breach by the Customer of any of the terms and conditions of this Agreement, the Supplier may serve on the Customer 7 days' provisional notice of termination in writing ('the Provisional Notice Period'). Such provisional notice shall be delivered to the Customer's collection address or invoice address (if different), or sent by email to the Customer's business email address.
- 2.4. The Supplier will continue to provide the Service where practicable until the end of the Provisional Notice Period. If at the end of the said period the breach has not been rectified to the reasonable satisfaction of the Supplier, then this Agreement may be terminated by the Supplier with immediate effect and all obligations of the Supplier to provide the Service shall cease with immediate effect.
- 2.5. A refund of any monies paid in advance for the Service relating to any period after the date of termination will be made at the Supplier's reasonable discretion, taking into account any outstanding debts due to ODS.

3. Collection Arrangements

- 3.1. The Supplier shall collect the Customer's waste from the Premises on the specified Collection Day(s), provided that the Customer has presented such waste for collection only within the Container(s) provided by the Supplier for this purpose.
- 3.2. The Customer shall ensure that the Container is left for collection at the Premises on the specified Collection Day(s) at the location agreed between the Supplier and the Customer. Failure to comply may lead to the service being incomplete, but charges still being levied. The Container must:
 - Be easily accessible for collection,
 - Be left at a reasonable and safe distance from road access,
 - Be left in a position which does not have a detrimental effect on the local environment.
 - Be presented in accordance with the agreed site location safety assessed prior to contract.

- Not contain contents that exceed the agreed contractual weight, nor exceeding 150kg (for Health & Safety compliance)
- 3.3. All waste presented for collection must be of the type and nature agreed between the Supplier and the Customer and must comply with all applicable legislation as set out in Clause 1.4 above.
- 3.4. Any sacks presented for collection must be securely sealed and must not contain sharp objects that could cause injury when the sack is carried.
- 3.5. The Customer shall use the Container solely for the deposit of the Customer's own waste or recycling arising from the use and occupation of the Premises (and for no waste arising from any other premises or location).
- 3.6. The Customer shall ensure that all its waste is properly placed in the appropriate Container(s) and that the lid of each Container can be closed whilst it is awaiting collection.
- 3.7. Any additional waste placed beside the Container may be collected by the Supplier (at the Supplier's discretion) and, where the Supplier collects such additional waste, the Supplier may levy an additional charge on the Customer ("Supplementary Fee"). If the Customer does not wish any such additional waste to be collected it must notify the Supplier in advance. Additional waste for collection must be suitably bagged or boxed to allow safe handling. Waste placed in front of or on top of the Container will not be collected and will also prevent the Supplier from collecting the Container. In such event the Customer will still be charged for the collection of the Container.
- 3.8. Containers specifically provided for the collection of glass, recycling and food must only be used for their specified purpose. As with other waste, the lid of each Container must remain closed at all times whilst it is awaiting collection. Contamination of the recycling and food waste containers may result in additional charges being imposed by the Supplier and/or the suspension and/or termination of the Contract. For the avoidance of doubt, if additional recycling or food waste is placed in bags these must be transparent to allow the contents to be viewed without opening the bag.
- 3.9. It is the Customer's responsibility to remove all Containers from the highway as soon as possible after their contents have been collected by the Supplier. Failure to do so may leave the Customer liable to prosecution under the Highways Act 1980.
- 3.10. The Customer acknowledges and agrees that nothing in this Agreement gives the Customer a right or authority to deposit any waste or store any Container anywhere on the public highway on any day in advance of a specified Collection Day.
- 3.11. The Supplier shall be under no obligation to collect any waste from the Premises if, in its reasonable opinion, such waste is not presented for collection fully in accordance with the terms of this Agreement (in particular this clause 3). Following collection, the Supplier will seek to return the Container to its usual collection point, or to an alternative location agreed with the Customer.
- 3.12. The Supplier reserves the right to contact the Environment Agency and any other relevant party if it deems it necessary to do so with specific regard to the Customer's waste processing or related arrangements.
- 3.13. Charges for collections are based upon the Containers weighing no more than the maximum weight set out in their contract. Where this is not stated in the contract the maximum allowable weight of each bin is as shown below.

General Waste		Mixed Recycling		Food Waste		Glass Recycling	
Container Size	Max Weight (KG)	Container Size	Max Weight (KG)	Container Size	Max Weight (KG)	Container Size	Max Weight (KG)
FEL 8Yrd	300	FEL 8Yrd	200	200	80	240	80
1100	60	1100	40	Sacks	5		
660	40	660	30				
360	30	360	25				
240	25	240	20				
Sacks	5	Sacks	5				
		Cardboard Labels	5				

- 3.14. Should the waste in the Customer's Container weigh more than 110% of the agreed maximum weight permitted for the Container over any month, the Supplier may increase the lift charge to recover the additional cost of disposal currently .18 pence a kilogram as of July 2022. This additional charge will be issued with the monthly or quarterly invoice. The Customer shall also be advised to contact the Supplier to arrange a review of their collection arrangements.
- 3.15. The Supplier reserves the right to review its overweight charges at any time by giving two weeks' notice to the Customer.
- 3.16. The Supplier reserves the right to vary the timings and frequency of, or to suspend, the waste collections during Bank Holidays, other holiday periods, and periods of emergency (including pandemics) or to meet unexpected operational requirements. Where possible, any variation to the collection will be notified to the Customer in advance.
- 3.17. If through operational difficulties, the Supplier is not able to collect on the scheduled Collections Day(s), the Supplier reserves the right, without incurring any liability to the Customer, to reschedule the collection to the earliest possible later date.

- 3.18. In the event that the Supplier fails to provide a waste collection Service on any day/time scheduled for such collection, the Customer should notify the Supplier within 48 hours of the said failure. Where possible the Supplier will seek to make an alternative or subsequent collection of the uncollected waste, and this will be at no additional charge to the Customer.
- 3.19. The Supplier retains full mandate on the day, date and time of collection, but is obliged to meet the customer's requested collection frequency per week.
- 3.20. The Supplier reserves the right to charge demurrage and wasted journey charges. Additional charges will be applied if the waste is not made available within 15 minutes of the scheduled collection time (this does not apply to mobile compaction services) or when bins are not accessible.

4. Containers

- 4.1. The Customer will be responsible for insuring the Container(s) delivered from the Supplier, positioned either on/off the highway or on trade/residential properties, and will be responsible for the replacement cost in the event of loss/damage to the Container(s) whilst in the Customer's care. Replacement of a Container will be agreed between the Supplier and Customer.
- 4.2. The Supplier does not accept any liability to any person for any accident, injury or loss caused by or arising out of the Customer's use or the condition of any Container(s). The Customer will indemnify the Supplier against any such claims, save where any accident, injury or loss was caused by an employee, officer or agent of the Supplier.
- 4.3. Recycling and waste must be stored correctly during the week prior to collection day. Loose refuse in storage areas which are open to the elements can cause litter problems elsewhere and become a public nuisance, thus breaching the WTN Duty of Care Waste Transfer Note Regulations.
- 4.4. The Supplier will only collect waste in Containers it has provided to the Customer as per this Agreement unless pre agreed between the parties.
- 4.5. The Supplier will not collect hazardous waste, animal by-products or liquid waste (including oil, paints, swill, etc) on its collection vehicles. Advice on storage, presentation or disposal of other items for disposal is available from the Supplier.
- 4.6. It is the responsibility of the Customer to;
- 4.6.1. Maintain the Containers in a clean condition and usable condition,
- 4.6.2. Pay the cost of replacement if Containers are lost, stolen or damaged beyond reasonable repair by the Customer,
- 4.6.3. Pay the cost of any repairs if in the Supplier's opinion the Container is repairable and the damage has been caused by misuse,
- 4.6.4. The charge for a lost or damaged Container that is beyond repair is:
- 4.6.5. Two wheeled container - £53.00 plus VAT
- 4.6.6. Four wheeled container - £358.00 plus VAT
- 4.6.7. Notify the Supplier before vacating premises and ensure access to the Containers for removal purposes.
- 4.6.8. All Container(s) remain the property of the Supplier at all times, and the Customer shall not at any time sell, lend, let or in any way dispose of or part with the possession of the Container(s), or allow any third party to make any use of the Container(s)

5. Termination

- 5.1. The Supplier may terminate this Agreement immediately without notice if;
- 5.1.1. The Customer fails to comply with a material term or condition of this Agreement (including any default in making full payment of the full Fee on the due date/s), or if the Customer, being a company or partnership ceases to trade or goes into administration, or if the Customer, being an individual is declared bankrupt.
- 5.1.2. The Customer's credit position provides serious concern as to their ability to be able to pay for the service.
- 5.2. The Customer may terminate this Agreement at any time in accordance with Clause 2 of this agreement by giving the Supplier no less than 3 calendar months to terminate this contract on the next anniversary of the contract commencement date.
- 5.3. The Supplier may terminate the Contract at any time by giving the Customer no less than 3 calendar months written notice of termination.
- 5.4. If this Agreement is terminated the Customer will remain liable to pay all outstanding invoices.
- 5.5. Upon termination of the Agreement the Supplier's employees, agents or representatives shall be entitled to attend the Premises, to collect and recover the Container(s).

6. Fee Payment

- 6.1. The Supplier will invoice the Customer for payment of the Fee through a monthly in arrears invoice.
- 6.2. The Monthly Invoice shall identify the Service received during the relevant month together with all charges payable.
- 6.2.1. The Supplier will invoice the Customer quarterly in advance or monthly in arrears. In either event, the Customer shall pay the invoice in full within 30 days. If the invoice is not paid in full within 30 days of the invoice date, then the Customer may risk being placed on a credit stop list whereby no further waste collection from the Containers will be made until all outstanding monies are paid.
- 6.2.2. If the invoice remains unpaid for an unacceptable period (as reasonably determined by the Supplier) or there is recourse to legal action, then the Containers will be emptied and repossessed by the Supplier at an additional fee which is payable by the Customer.
- 6.2.3. The Supplier reserves the right to require Customers with accounts with an annual spend of less than £5,000 a year to transfer to direct debit payments at a future date.

- 6.3. All Customers who opt to pay by Direct Debit will have the amount due on the invoice 14 days from the date of the invoice, unless alternative payment arrangements have been agreed between the Customer and the Supplier.
- 6.4. Where the Customer has requested additional collections or services for which an additional payment is due, or any Supplementary Fees or Overweight Container Fees are due, the Supplier will invoice the Customer monthly in arrears. All payments must be made within 30 days of the invoice date.
- 6.5. Any invoices which are not paid by the due date shall thereafter attract interest on a daily basis based on the rate above the base lending rate as set out by for the time being of Barclays Bank plc. Without prejudice to any other rights the Supplier may hold in respect thereof, if the Customer does not pay an invoice by its due date, the Supplier shall be entitled to withhold with immediate effect all further performance of the Service until all arrears have been discharged by the Customer.
- 6.6. In the event that a Direct Debit is not processed by the Customer's bank, the Customer will be liable for a charge of £25. Further, where the Customer would otherwise receive a preferential rate from the Supplier for the provision of the Service as a result of paying by Direct Debit, initial agreed charges will revert to the Supplier's standard charging structure.
- 6.7. The Supplier may vary its charge for this service by giving no less than 2 weeks' notice to the Customer.
- 6.8. The Supplier reserves the right to impose an additional charge for delivery of the Container(s) on the Commencement Date (and/or at any other time during the Agreement when a Container is delivered) and a collection charge for collecting the Container(s) at the termination of the Agreement however it is terminated.

7. Assignment

- 7.1. The Customer's rights and obligations under this Agreement are personal to the Customer and may not be assigned or otherwise transferred to a third party.
- 7.2. In the event that the Customer seeks to make any such assignment or transfer the Supplier:
 - 7.2.1. Reserves the right either to terminate this Agreement with immediate effect (in which event the Customer will remain liable for payment of all fees due up to the date of termination), or
 - 7.2.2. May continue to provide Service on the basis that it may enforce any collection of unpaid Fees against either the original Customer and/or its replacement (at the Supplier's discretion)
- 7.3. In the event that the Customer;
 - 7.3.1. Changes its status at any time during the currency of this Agreement (e.g. the Customer changes from sole trader to limited company or partnership); or
 - 7.3.2. Assigns its interests to a Customer in the same group; or
 - 7.3.3. Transfers its rights to a different Customer which shares one or more directors with the original Customer, it shall so notify the Supplier in writing within 14 days of such a change.
 - 7.3.4. The Supplier may either agree to continue to service the contract incorporating the changes in 7.3.1, 7.3.2, 7.3.3 or immediately terminate this Agreement.
- 7.4. In the absence of such notification the Supplier will regard the new entity as the Customer and may enforce any collection of unpaid fees against either the original Customer or its replacement.

8. Liability

- 8.1. The Supplier shall not be liable to the Customer for any loss, damage, claim or expense the Customer may suffer or incur by reason of the Supplier's performance, or any failure or delay by the Supplier to perform its obligations under the Contract, save that the Supplier will be liable for any death or personal injury caused by reason of its own, or its employees' negligence.
- 8.2. The Supplier shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in Service performance or any failure to perform any of the Supplier's obligations under the Agreement, if the delay or failure is caused by any matter beyond the Supplier's control, including acts of God, wars, national emergencies, extreme weather conditions, pandemics, industrial action and civil unrest.