

# TERMS AND CONDITIONS

## **A. Contract Period**

This Contract shall be for a minimum period of 12 months from the first collection date and shall continue thereafter for successive periods of 12 months. We require no less than 3 months written notice prior to the anniversary date for your account to be terminated on the anniversary date only.

## **B. Nature of Waste to be collected**

The Customer undertakes that the waste/s provided to the Contractor will not constitute special waste as defined in the Control of Pollution (Special Waste) Regulations 1980 or subsequent legislation and will not contain any dangerous or polluting substances. For example NO; Waste Electrical or Electronic Equipment WEEE, flammable or combustible items, sharps or infectious waste.

## **C. Containers – Responsibility**

The Customer accepts responsibility for any loss, damage, including fire, to any containers owned /supplied by the Contractor while such containers are in the Customer custody or control pursuant to this Contract. You shall indemnify and hold harmless RTS Waste from and against any and all claims for the loss or damage to property or injury or death of person or persons, resulting from or arising in any manner out of your use, operation or possession of any containers so furnished pursuant to RTS Waste.

## **D. Cleaning**

The Customer accepts responsibility for washing down grease / fat and other staining(s) left on the container or the highway.

## **E. Missed Collections**

Your container or sack must be accessible as a kerbside collection only to the Contractors crew on the agreed day that the collection is due and at the agreed location. Alternative collection arrangements are to be made with our office prior to service commencing. Please note that no time slots will be allocated on the collection date. If the bin is classified as overweight or contaminated (waste bins or sacks that contain soil, rubble or large quantities or garden waste) will not be emptied.

You will still be charged for any such attempted collections if the site is found inaccessible at the scheduled collection day. You are responsible to rectify the problem of no access before the crew will collect the waste on the next scheduled collection date.

In order for RTS to return, all missed collections must be reported to us within 1 working day of the collection date. If you think that your bin has been missed please call 020 7232 1711 or email [orders@rtswaste.co.uk](mailto:orders@rtswaste.co.uk)

## **F. Weight Restrictions on Euro Bins**

Bins which exceed these weight limits may not be emptied or will incur additional charges to your agreed prices. We estimate an average weight of waste that can be placed within the euro bin.

Waste Type	1100 Ltr	660 Ltr	360 Ltr	240 Ltr
General Waste	80Kg	60Kg	32Kg	22Kg
Mixed Recycle	55Kg	40Kg	20Kg	15Kg
Paper	150Kg	90Kg	48Kg	32Kg
Cardboard	50Kg	30Kg	16Kg	10Kg
Plastics	40Kg	24Kg	13Kg	9Kg
Glass	n/a	n/a	n/a	100Kg

## **G. Payment**

The Customer shall pay all due sums to RTS Waste Management Ltd within 30 days of receipt of an invoice from RTS or by Standing order. Any queries regarding an invoice, or reason why payment in full will not be made, should be notified in writing to the company within 14 days, by writing to Customer Service Manager at the Head Office address: RTS Waste Management Ltd, Unit 1 Stockholm Road, Bermondsey, London, SE16 3LP or email to [query@rtswaste.co.uk](mailto:query@rtswaste.co.uk)

## **H. Charges**

The Contractor may adjust the charges from time to time by giving the Customer 30 day's prior notice in writing. This will only take place when market forces make it necessary to recover increased costs. Normally the Customer shall be advised annually.

## **I. Variations**

Any variations to the charges, the type, size, amount of containers and the frequency of collections may be agreed in writing by parties without affecting the other clauses in this Contract.

## **J. Changes in nature of waste**

Any changes in the description of the waste specified in the Duty of Care statement provided by the Customer overleaf must be immediately notified to RTS Waste in writing in advance of any such changes to enable a revised Duty of Care statement to be provided to you as the Customer.

## **K. Assignment**

This Agreement may be assigned transferred or otherwise dealt with by RTS Waste and shall inure to the benefit of the successors and assigns of the Contractor.

## **L. Force Majeure**

The Contractor reserves the right to defer the date for performance of, or payment for, the Service, or to terminate this Agreement, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of the Contractor or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

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