

**WYRE FOREST DISTRICT COUNCIL
TERMS AND CONDITIONS FOR HIRE OF JUMBO BINS FOR DOMESTIC
WASTE**

Definitions:

Hire Fee	£79.00
Garden Waste	grass cuttings, hedge & shrub clippings, leaves, twigs, bark, small plants, weeds, windfall fruit and cut flowers
Household Waste	all unrecyclable household waste, with the exception of items on the prohibited list
Jumbo Bin	means a 1100ltr waste bin
Premises	means the premises occupied by the Hirer and identified on the online booking form
Prohibited Garden Waste	means Plastic, Soil, Bricks, Rubble, Ash, Household Waste, Electrical Items
Prohibited Household Waste	means Plasterboard, Asbestos, Engine Oil, Paint, Tyres, Chemicals, Solvents, Electrical Items, Mattresses
Waste	means the Household Waste or Garden Waste deposited in the Jumbo Bin by the Hirer

1. The Council's Obligations:

- a) The Council shall endeavour to deliver a Jumbo Bin and 3 recycling bags to the Premises within two working days of the order being placed by the Hirer. The Council shall notify the Hirer in the rare event that two day delivery is not achievable;
- b) The Council shall collect the Waste upon the date selected by the Hirer on the online booking form ("Waste Collection Date");
- c) The Council shall collect the empty Jumbo Bin within two working days of the Waste Collection Date ('the Collection Date');

- d) The Council shall collect any recycling bags on the normal recycling collection day for the Premises.

2. The Hirer's Obligations:

- a) The Hirer shall use the Jumbo Bin only for the purpose specified on the online booking form (ie. Household Waste or Garden Waste);
- b) Except where 2f) applies the Hirer shall, until the Collection Date, keep the Jumbo Bin on the Premises with wheels locked;
- c) Whilst not in active use the Hirer shall ensure that the Jumbo Bin lid is locked;
- d) The Hirer shall ensure that no Prohibited Household Waste or Prohibited Garden Waste (as applicable) is placed in the Jumbo Bin and that the Jumbo Bin is only used for the disposal of Garden Waste or Household Waste (as applicable);
- e) The Hirer shall pay the Hire Fee at the time of booking;
- f) The Hirer shall present the Jumbo Bin for emptying by 7 am on the morning of the Waste Collection Date in a location at the front of the Premises allowing clear access to the Council for collection of the Waste;
- g) The Hirer shall ensure that the Council has access to the Premises for collection of the Jumbo Bin on the Collection Date;
- h) The Hirer shall present the recycling bags alongside their green recycling on their next recycling collection day.

General:

- 3. The Jumbo Bin shall remain the property of the Council. The Hirer shall have no right to claim of ownership over the title of the Jumbo Bin or have an interest in the Jumbo Bin outside of this Agreement;
- 4. The Council accepts no liability for any property damage above or below ground during bin delivery and pickup. It is the responsibility of the Hirer to determine the suitability of the chosen area for placement, which must be suitable for the location of the Jumbo Bin and have clear easy access for drop off and pick up. The Council shall not be liable for damage caused to land or any property, including but not limited to grass, driveways, personal property, cars, kerbs, garden beds, fences, carports, garages, houses or other structures;
- 5. The Jumbo Bin must not create a hazard for pedestrians or road users. It is the responsibility of the client to organise a council permit if the Jumbo Bin is to be placed on public land;
- 6. The Hirer must not overload the Jumbo Bin by placing rubbish above the top lip of the bin;
- 7. It is the Hirer's responsibility to keep the Jumbo Bin free from any Prohibited Household or Garden Waste items (as applicable) or any form of contamination from spillages of liquids or solids. The Hirer must agree to comply with the provisions of the Environmental Protection Act 1990 and will ensure that no poisonous or hazardous waste is placed into the container, unless prior notification under the Act has been given;
- 8. The Hirer shall indemnify the Council and its officers against all claims in respect of any damage or injury to any person or property which may arise from the use of the

Jumbo Bin(s) other than such claims as may arise by reason of any negligence on the part of the Council or its officers;

9. If the Hirer commits any breach of this agreement, the Council may terminate the agreement immediately, or at the option of the Council serve notice on the Hirer to rectify the breach of agreement. Such rectification may require the payment for the repair or replacement of a damaged Jumbo Bin;
10. If the Hirer commits any breach which results in the Council having to make an additional visit to the Premises (for example not having access for collection of the Waste or the Jumbo Bin, or having a wasted trip due to contamination of the Waste) an additional charge of £50 shall be payable by the Hirer.