
Bath & North East Somerset Council

BUSINESS WASTE - REFUSE / RECYCLING AGREEMENT

Trading name of company :
"the Customer"

Telephone Number (s):

Fax Number:

Email address:

Contact(s):

Address for Invoice :
.....
.....

Address for Collection:
.....
.....

Container location:

Agreement start:

Period: Twelve months on annual automatic renewal until termination according to the conditions on page 4.

Please confirm the services you want to continue below:

REFUSE BINS

Bin	Number of bins required	Collected Weekly	Collected Fortnightly
240 litre			
660 litre			
1100 litre			

PAPER & CARDBOARD RECYCLING BINS

Bin	Number of bins required	Collected Weekly	Collected Fortnightly
240 litre			
660 litre			
1100 litre			

GLASS RECYCLING BINS

Bin	Number of bins required	Collected Weekly	Collected Fortnightly
240 litre			
360 litre			

PLASTICS & CANS RECYCLING BINS

Bin	Number of bins required	Collected Weekly	Collected Fortnightly
240 litre			
360 litre			
660 litre			
1100 litre			

For our current prices for 2014/15 see our webpages - www.bathnes.gov.uk/businesswaste

Prices for each coming year will be notified to you every March.

Our special webpages - www.bathnes.gov.uk/businesswaste - include guidance on waste legislation and reduction and recycling tips as well as links to more detailed sources of advice.

Thank you for using our local, safe and reliable waste and recycling collections.

Conditions

Collection of Waste and Recycling

The Council will collect the refuse/ recycling at a frequency agreed by both parties in advance. Waste must be contained within the container provided. The Council will only collect waste from the agreed number of containers provided. Waste left outside those containers will not be collected unless other arrangements have been agreed in advance with the Council. The waste subject to this contract will be taken to a site authorised to receive such waste under Section 5 or Section 11, Control of Pollution Act 1974 or any successive legislation.

Location of Container(s)

Containers must be placed in the location specified on page 1 of this agreement, following an initial inspection, prior to the commencement of this agreement. The Council reserves the right to alter this location at any time on giving 7 days' written notice.

Access to Container(s)

The customer must ensure the collection crew and refuse / recycling collection vehicles have at all times free and unobstructed access to the containers so that the refuse / recycling may be emptied directly into the vehicles. If such access is not provided the Council shall not be under any obligation to collect the refuse/recycling.

Ownership and Removal of Container(s)

The container(s) shall remain in the ownership of the Council and the customer must not remove the container(s) from the collection address.

Inspection of Container(s)

The customer shall permit any person duly authorised by the Council at all reasonable times to enter the premises at the collection address for the purpose of inspecting and examining the condition of the container(s).

Care of Container(s)

The customer shall indemnify the Council against loss or damage to the container(s) or any part thereof from whatever cause arising and whether or not such loss or damage results from the negligence of the customer except that the customer shall not be responsible for any damage which is caused by the collection crew in emptying the container(s) and the customer shall not be responsible for wear and tear of the container(s).

Dangerous Substances

The customer shall not cause or permit any flammable, toxic, dangerous or hazardous substances to be placed in the container(s). If any substances are present in the container(s) the Council shall not be under any obligation to collect the refuse/recycling.

Description of waste

The customer is under a legal duty to provide the Council with an accurate description of the waste to be collected. This information is recorded on the 'Duty of Care Controlled Waste Transfer Note' at the start of this agreement and then annually.

Service Schedule

The Council reserves the right to change the collection days to meet with operational requirements, where possible 7 days' notice will be given to the Customer.

If through operational difficulties the Council is not able to collect the refuse/recycling on the scheduled day the Council reserves the right to re-schedule the collection to the earliest possible opportunity without liability to the Customer.

Missed Collection

Missed collections must be notified to Council Connect by the end of the next working day on 01225 39 40 41 in order for the Council to arrange for a collection crew to return and empty the container(s).

Charging and payment options:

- 1) The Customer shall pay the charges by direct debit payments calculated from the advance twelve month total amount divided into 10 equal instalments on the 5th of every month from May of every year.
- Or
- 2) The Customer shall pay the charges in full for the first six month service period or part thereof before the first collection date and then in advance prior to each six month service period. Invoices will cover a 6 month service period and will be raised bi-annually in April and October.

Termination of Agreement by the Customer

The Customer may terminate this agreement by giving at least one month’s written notice (by email or letter) expiring at the end of the 12 month agreement period. The Customer acknowledges that if it terminates the agreement at any other time the Council may cease to provide the collection service and an early termination fee of 20% of the outstanding value of the agreement shall be payable. The Council may reduce or waive the early termination fee in exceptional circumstances.

Termination of Agreement by the Council

The Council may terminate this Agreement by giving one calendar month’s written notice (by email or letter). If it does so, the Council may, at its sole discretion, refund part of any advance payment made by the Customer.

Charges and Payments

Collection charges including any variations for the collection service shall be determined by the Council from time to time. The charges are likely to be set on an annual basis from the 1 April each year. The Council reserves the right to determine charges at any time. The Council reserves the right to vary its charges for the collection service by giving 14 days’ written notice to the Customer. In such circumstances the customer may terminate this agreement early upon giving the Council 14 days’ notice in writing. The customer shall pay any additional charges arising from a variation under this condition within 14 days of receiving an invoice from the Council demanding payment.

Agreement

I, on behalf of the above named company, request Bath and North East Somerset Council, to provide a collection service for the removal of business waste from the above named premises, in accordance with the conditions detailed above:

Signed Print Name:

Position in Company: Date:

(Please note if we do not hear from you or receive the signed agreement within 30 days we will consider you have accepted the terms and conditions in the agreement).

Please return completed agreement form to:

- By email:** businesswaste@bathnes.gov.uk
- By post:** Bath & North East Somerset Council
Waste Services
Lewis House
Manvers Street
BATH
BA1 1JG

Office Notes:

Date agreement received: Customer Number:

Collection day: Debtor Customer Number:

First collection to commence: