

**FOR  
OFFICE  
USE**

Customer no:

PIM:



**AGREEMENT FORM FOR COLLECTION & DISPOSAL OF TRADE WASTE/TRADE RECYCLING**

|             | <b>Collection address</b> | <b>Invoice name &amp; address (if different)</b> |
|-------------|---------------------------|--|
| *I / we:    | _____                     | _____  |
| Trading as: | _____                     | _____  |
| Address:    | _____                     | _____  |
|             | _____                     | _____  |
|             | _____                     | _____  |
| Postcode:   | _____                     | _____  |
| Tel no:     | _____                     | _____  |
| E-mail:     | _____                     | _____  |

**I/we hereby make an application to Amber Valley Borough Council to have general trade waste and/or mixed recycling removed from the above collection address and agree to pay the appropriate charges.**

| <b>Bin size</b>               | <b>General Trade Waste</b> |           | <b>Mixed Recycling</b> |           |
|-------------------------------|----------------------------|-----------|------------------------|-----------|
|                               | Quantity                   | Frequency | Quantity               | Frequency |
| 1100L                         |                            |           |                        |           |
| 660L                          |                            |           |                        |           |
| 360L                          |                            |           |                        |           |
| 240L                          |                            |           |                        |           |
| Trade sacks on a weekly basis |                            |           |                        |           |

**Special Requirement:** \_\_\_\_\_

\*I / We have read and understood the conditions set out in this agreement and accept that they are reasonable.

I confirm that I am authorised to sign this agreement and Amber Valley Borough Council shall be entitled to assume that I have been so authorised.

Authorised signature: \_\_\_\_\_ (must be over 18 years of age)

Name in BLOCK CAPITALS: \_\_\_\_\_

Position in company: \_\_\_\_\_

Date: \_\_\_\_\_

\* Please delete as appropriate  
Top copy: Admin copy  
Bottom copy: Customer copy

## **CONDITIONS OF AGREEMENT**

- 1.** Amber Valley Borough Council is required by legislation to charge for the removal and disposal of trade waste.
- 2.** This agreement will remain in force and the applicant shall continue to remain liable for all charges and to be responsible for loss, injury or damage arising out of the siting of any equipment, until such time as the applicant informs Amber Valley Borough Council of the intention to terminate this agreement in writing upon giving one months notice.
- 3.** Amber Valley Borough Council is under no obligation to remove or dispose of trade waste/ trade recyclable waste and reserves the right to refuse to collect or receive any trade waste/ recycling at its absolute discretion. For example, trade waste/recycling will not be collected in the following circumstances:
  - a) where lids on wheeled bins are not fully closed; and
  - b) where wheeled bins are not easily accessible and/or cannot be emptied safely
  - c) where contaminated recycling cannot be recycled, therefore the bin will be collected as a trade waste bin, and the full disposal charge levied
- 4.** Application for the collection of trade waste/trade recycling must be made on this form, which must be completed in full in duplicate and dated and signed (in the case of a company by an authorised person who should indicate his or her position within the company).
- 5.** Any equipment supplied by Amber Valley Borough Council on behalf of the Borough Council shall at all times remain the property of the Council.
- 6.** The applicant shall at all times ensure that any such equipment supplied by Amber Valley Borough Council is not over loaded and shall ensure that it does not contain any harmful or toxic substances or hazardous waste.
- 7.** The applicant shall at all times while any equipment is under the applicant's care and control be responsible for the siting of the equipment and for any injury, loss or damage caused to any property or person howsoever caused.
- 8.** Accounts are due on receipt of invoice.
- 9.** Amber Valley Borough Council will not in any circumstances arrange to remove a greater capacity of waste or recycling in excess of that requested by the applicant in this agreement unless the applicant makes an additional request and agrees to pay the appropriate charges.
- 10.** This applicant shall in addition to any notice to terminate this agreement also notify Amber Valley Borough Council upon one weeks notice of the following changes:
  - a) any change in the address of the applicant
  - b) in the case of a company, any change of address of the Registered Office
  - c) in the case of a company, of any merger, take over or amalgamation
  - d) any other material circumstances which may effect the liability of the applicant under this agreement.
- 11.** The applicant must complete and return an annual Duty of Care Controlled Waste Transfer Note.