

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

* Please delete as appropriate **Collection address** Invoice name & address (if different) *I / we: Trading as: Address: Postcode: Tel no: E-mail: Trading status: Charity ☐ Partnership ☐ Limited Company Sole Trader □ Other \Box To be completed by Limited Company Full title of Company: _____ Registered Office: Company Number: To be completed by Charity Full title of Charity: Registered Office: Charity Number: To be completed by Sole Trader / Partnerships Name of Business: Full names of Sole Trader / Partners: If you do not reside at the establishment please provide home address(es) and telephone number(s)



I/we hereby make an application to Walsall Council to have general trade waste and/or mixed recycling removed from the above collection address and agree to pay the appropriate charges as published by Walsall Council via their public website.

Bin Size		For general wa	aste	For mixed recycling			
1100L	1100 Litre	Number of bins required	Weekly or fortnightly	Number of bins required	Weekly or fortnightly		
660L							
240L	240						

Note! Only the recyclable items listed below can be put into mixed recycling containers. Items will need to be clean and contain no food residue.



^{*}I / We have read and understood the conditions set out in this agreement and understand that if Walsall Council accepts this application, a binding contract will be formed.

This Agreement has been signed by an authorised representative of the applicant. Authorised signature: _____ (must be over 18 years of age)

Name in BLOCK CAPITALS: _____

Position in business: ______Date: _____

Please return the completed and signed copy of this document to Walsall Council, Clean and Green Services, Environmental Depot, 200 Pelsall Road, Brownhills, Walsall, WS8 7EN.

Tel: 01922 654282 Fax: 01543 370601 E-mail: Tradewaste@walsall.gov.uk



CONDITIONS OF AGREEMENT - PLEASE RETAIN FOR FUTURE REFERENCE

- 1. Walsall 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 applicable charges until such time as the applicant informs Walsall Council of the intention to terminate this agreement, in writing, giving at least one month's notice.
- 3. Walsall 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. In particular, trade waste/recycling will not be collected in the following circumstances:
 - where bins are not accessible between 6.30am and 16.30pm on the day of collection and/or cannot be emptied safely;
 - · where lids on wheeled bins are not fully closed;
 - where contaminated recycling cannot be recycled.

Should an attempted collection by Walsall Council fail owing to the above circumstances the Council will be deemed to have fulfilled its obligation and a refund will not be issued. An additional charge may be payable by the applicant where attempted collections fail and result in further attempts having to be repeated.

- **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 or business organisation by an authorised person who should indicate his or her position within the company or business organisation). You should keep a copy.
- 5. Any equipment supplied by Walsall Council shall at all times remain the property of Walsall Council.
- **6.** The applicant shall at all times ensure that any such equipment supplied by Walsall 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. Charges are payable on a half yearly basis in advance of the collection period. Accounts are due on receipt of invoice unless paid by monthly Direct Debit. Collections will be suspended and waste containers removed on non-payment of account. To reinstate the collection service Walsall Council reserves the right to charge an administration fee of £25.00 payable before collections restart.
- 9. Walsall 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 a request is made by the applicant for an additional collection. Additional charges will be payable in advance of any additional collection being made.
- 10. For any in year charges a minimum invoice charge of £20.00 applies
- **11.** The applicant shall in addition to any notice to terminate this agreement also give Walsall Council one week's written notice of the following changes:
 - any change in the address of the applicant, or in the case of a company or limited liability partnership, any change of address of the Registered Office
 - any change in the ownership or control of the business
 - any other material circumstances which may affect the liability of the applicant under this agreement.
- 12. The applicant must complete and return an annual Duty of Care Controlled Waste Transfer Note. Failure to complete an annual Waste Transfer Note will result in cessation of collections and an administration fee of £25.00 made to restart collections.
- 13. Council staff have the right to work in a safe environment without fear of intimidation, abuse or assault.
- **14.** Walsall Council reserves the right to withdraw the service and cancel this Agreement with immediate effect if any of these conditions are not adhered to.



Duty of Care - Waste Transfer Note

Important – please complete and return with agreement form

1. Customers/Producers Address

Customer Reference Number							
Name of business							
Address of site where waste is to be collected from							
Nature of business							
Date of transfer							
By signing Section 4 below I confirm that I have fulfilled my duty to apply the waste hierarchy by Regulation 12 of the Waste (England and Wales) Yes (\checkmark) Regulations 2011.							

2. Description of waste

Tick	Waste type	EWC Code
	Mixed Municipal Waste (general rubbish)	20 03 01
	Mixed packaging (dry mixed recycling)	20 03 01

SIC 2007	38110
Code	

Tick	Containers
	Bin
	Sack

3. Transporter details

Walsall Council, Clean and Green Services, Environmental Depot, 200 Pelsall Road, Brownhills, Walsall, WS8 7EN
Carriers Licence CBDL67334

4. Signatures

On behalf of Walsall Council On behalf of Customer

Signed Full Name Date

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Tel: 01922 654282 Fax: 01543 370601 E-mail: Tradewaste@walsall.gov.uk

Please ensure you keep a copy of this document, as you may be required to produce it on request.





Please fill in the whole form using ball point pen and send it to:

Walsall Council (Trade Waste Accounts) Clean and Green Services **Environmental Depot** 200 Pelsall Road **Brownhills** Walsall WS8 7EN

Names of Account Holder (s)	Reference	
Bank/Building Society account number Branch Sort Code	Please pay Walsal Debits from the act to the safeguards a understand that thi Metropolitan Borou passed electronica	I Metropolita count detaile assured by t s instructior ugh Council.
To: The Manager Address	Bank/Building Society Signature(s)	
P	Date	

Instruction to your Bank or **Building Society to pay by Direct Debit**

Service user number

7 5 4 4 0 6

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Please pay Walsall Metropolitan Borough Council Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. understand that this instruction may remain with Walsall Metropolitan Borough Council. and, if so, details will be passed electronically to my Bank/Building Society Signature(s)																
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Date	S	igna	ature	e(s)												
Date	_															-
Date																
	D	ate														-

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Walsall Metropolitan Borough Council will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Walsall Metropolitan Borough Council to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Walsall Metropolitan Borough Council or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Walsall Metropolitan Borough Council asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.