



COUNCIL OF THE ISLES OF SCILLY

TRADE WASTE AGREEMENT

This form shall constitute a legal binding agreement between the Council of the Isles of Scilly ("the Council") and the operator of the business described in paragraph 1 below ("the Business") to govern the provision of the commercial waste collection services by the Council to the Business.

1. The Business

Business Name & Address (if different from billing)

Billing Address:

Tel:

Fax:

Email:

Nature of Business:

Contact name:

2. The Requirements of the Business

The Council requires details of your waste collection requirements for the year. If your property is also residential, you may allow one bin per week for residential waste – do not include this in your commercial waste calculation. The figures given shall be used to calculate the bill for your Business and shall form part of the legal agreement.

TRADE WASTE 2014/2015: Tick here if you have made an allowance for one domestic bin per week

Summer Period: 1 st April 2014 – 31 st October 2015 (approx 30 weeks)			FOR OFFICE USE ONLY	
Month	N ^o of bins per WEEK	<u>Preferred</u> N ^o of Collections Per Week, 1,3, or 6	W.I.M	T.F.M.
APRIL 2014			4	
MAY 2014			4	
JUNE 2014			4	
JULY 2014			5	
AUGUST 2014			4	
SEPT 2014			5	
OCTOBER 2014			4	
Winter Period 1 st November 2014 – 31 st March 2015 (approx 22 weeks)			Summer Total:	
NOVEMBER 2014			4	
DECEMBER 2014			5	
JANUARY 2015			4	
FEBRUARY 2015			4	
MARCH 2015			5	
			Winter Total:	

IMPORTANT: It is the responsibility of the Business to complete this form accurately, the Council reserves the right to charge on the basis of actual use where it is found that the Business has been underestimating waste collection requirements.

3. Commercial Waste Collection Services

- 3.1 The Council shall provide to the Business the Commercial Waste Collection Services (“the Services”) in accordance with the information given in paragraph 2 above. **We cannot however, guarantee the number of collections per week.**
- 3.2 The Council shall charge the Business for the Services according to the information provided on this form.
- 3.3 The Council does not provide the Service on a Sunday.
- 3.4 The Service provided beyond Garrison Arch - Star Castle & Camp Site will remain at three per week.
- 3.5 The Council reserves the right to change the visit days to meet operational requirements but shall whenever possible notify the Business in advance. In the event that the Council re-schedules a visit day it shall not incur any liability to the Business.

4. Payment for the Services

- 4.1 The price of collection and disposal shall be £3.00 per bin.
- 4.2 The Council shall invoice the Business for the cost of the Services in advance. The payment of the invoice must be received by the Council within 30 days of the date of the invoice.
- 4.3 The Council reserves the right to cease to provide the Services immediately in the event that payment is not received in accordance with paragraph 4.
- 4.4 The Council may increase the price of collection and disposal at any time upon giving 4weeks notice to the Business.

5. Duty of the Business

- 5.1 The Business shall pay the charges detailed in paragraph 2 and 4 to the Council in consideration of the provision of the Service.
- 5.2 In the event that the commercial waste produced by the Business changes in volume, nature or where the Business discovers that it has underestimated its use of the Service, the Business shall immediately contact the Council who may recalculate the cost of the Service based on the information given.

6. Monitoring by the Council

- 6.1 The Council shall carry out random audits of all commercial waste collected and shall use the results to calculate the commercial waste produced by the Business.
- 6.2 In the event that the number of bags collected during the audit exceeds the number estimated by the Business on this form, the Council may make additional charges based on the actual number of bags collected. The additional charges may be levied for the remainder of the period concerned, where it is the reasonable opinion of the Council that this more accurately reflects the actual use of the Service by the Business. The Business hereby agrees to pay any such additional charge.
- 6.3 Non-payment of any charge may result in legal action being brought by the Council against the Business.

7. The Waste

- 7.1 The Business undertakes that the waste placed in the bins for collection by the Council shall consist entirely of waste produced at the premises during the operation of the Business and shall not be subject to the Special Waste Regulations 1996 or contain other explosive, flammable, toxic or polluting material.
- 7.2 The Council shall only collect waste properly contained in suitable bins or bags and shall not be obliged to collect any waste which has not been placed in bins/bags.

8. Termination

- 8.1 The Council may terminate this agreement at any time by giving the Business 30 days written notice in the event that of
 - (i) the Business is in arrears of any payment due under the agreement; or
 - (ii) the Business is in breach of the terms of this Contract.

9. Data Protection

- 9.1 Any personal data provided on this form shall only be used by the Council for the purposes of administering this agreement and providing the Service. The personal data shall not be disclosed to any third parties except to the extent permitted by law.

I hereby agree to the terms and conditions contained within this agreement.

Signed: _____

Name (in capitals): _____

Position: _____

Name of Business: _____

**Please return this form to: Technical Services Department, Town Hall, St.Mary’s, Isles of Scilly, TR21 0LW
Email: technicalservices@scilly.gov.uk Telephone: 01720 424000**