

COMMERCIAL WASTE COLLECTION AGREEMENT

Dorset Waste Services
County Hall
Colliton Park
Dorchester
Dorset
DT1 1XJ
Telephone: 01305 228640



Date: 11 May 2021

Customer Details

Customer/Account Number: 311807
Customer/Account Name: PORTLAND TOWN COUNCIL
Contact Name:
Contact Telephone Number: 01305 821638
Email Address: office@portlandtowncouncil.gov.uk
Invoicing Address: THREE YARDS CLOSE, FORTUNESWELL, PORTLAND DT5 1JN
Name of Collection Premises: VICTORIA GARDENS
VICTORIA GARDENS
Collection Address: CASTLE ROAD
PORTLAND
DT5 1AU
Payment Terms: ARREARS

Contracted Services

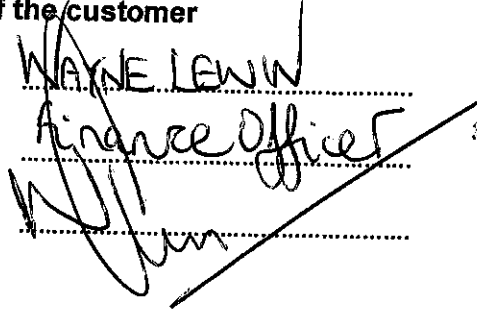
Service/Size of container(s)	Quantity of container(s)	Cost per container / per collection	Start Date	End Date
TRADE 1100L GENERAL BIN	1	£16.40	11/05/2021	Ongoing

- Side waste will be collected and charged at an agreed price per sack unless the DWS is advised by the customer not to collect side waste. Side waste is currently charged at £2.30 per sack but all prices are subject to review and can change.
- Collections will be suspended and a charge may be incurred where Duty of Care Waste Transfer Notes are not returned by the annual renewal date.
- Prices quoted are exclusive of VAT and subject to change in line with the terms and conditions of this agreement (VAT will be applied on invoices where applicable)

Please read the declaration and sign below:

- I/We hereby request the Dorset Waste Services to supply containers and to collect commercial waste placed therein from the above premises in accordance with the terms and conditions of this Agreement.
- I/We agree to be bound by and comply with the terms and conditions of this Agreement.
- I understand that this Agreement must be accompanied by a valid Duty of Care Controlled Waste Transfer Note otherwise collections will be suspended.

On behalf of the customer

Print Name: WAYNE LEWIN
Position: Finance Officer
Signed: 

On behalf of Dorset Waste Services

Print Name:
Position:
Signed:

DUTY OF CARE: CONTROLLED WASTE TRANSFER NOTE/RECEIPT
Section 34, ENVIRONMENTAL PROTECTION ACT, 1990

Section A: DESCRIPTION OF WASTE

Description of waste being transferred:

Note: Mixed waste does not include any hazardous items such as fluorescent tubes, batteries, paint etc

Note: Mixed recycling may include paper & card (20.01.01), cans (20.01.40) or plastics (20.01.39).

EWRC Code and Description	Bin Type	Quantity
Mixed General Waste (20.03.01)	TRADE 1100L GENERAL BIN	1

Section B: CURRENT HOLDER/PRODUCER OF THE WASTE (TRANSFEROR)

Full name (Block Capitals):

Position Held:

Name of Company:

PORTLAND TOWN

Address:

THREE YARDS CLOSE, FORTUNESWELL, PORTLAND DT5 1JN

Account Number:

311807

Site

VICTORIA GARDENS

CASTLE ROAD

PORTLAND

DT5 1AU

Contact Name:

Telephone Number:

01305 821638

Email:

office@portlandtowncouncil.gov.uk

SIC (2007) code:

93.29

Section C: PERSON COLLECTING THE WASTE (TRANSFeree)

Dorset Waste Services - County Hall, Colliton Park, Dorchester, Dorset. DT1 1XJ

(on behalf of Dorset Council, County Hall, Colliton Park, Dorchester, Dorset. DT1 1XJ)

Registered waste carriers licence number: CDBL272045

Section D: DECLARATION

- I/We declare that the above is a full and accurate description of all waste produced and I/We will advise Dorset Waste Services of any changes to the above as and when they occur
- I/We confirm that by signing this declaration I have fulfilled my duty to apply the waste hierarchy as required by regulation 12 of the Waste (England and Wales) Regulations 2011. This means you must consider reducing, reusing then recycling before deciding to dispose of waste.

Address of place from which waste is to be collected/transferred: (if different from above)

VICTORIA GARDENS, CASTLE ROAD, PORTLAND, DT5 1AU

Full Name: WAYNE LEWIN

Signature: [Signature]

Date: 12 MAY 2021

Date of transfer: 01 April 2021 – 31 March 2022

(for multiple transfers give "between" dates - period not exceeding one year)

Signed by Dorset Council on behalf of Dorset
Waste Services

[Signature]

Date:



Dorset Waste Partnership
Princes House, Princes Street, Dorchester,
Dorset, DT1 1TP, Tel 01305 228640

Account No: 311807
Area: CROOKHILL

DUTY OF CARE: CONTROLLED WASTE TRANSFER NOTE/RECEIPT

Section 34, ENVIRONMENTAL PROTECTION ACT, 1990

Section A: DESCRIPTION OF WASTE

Description of waste being transferred:

Note: Mixed waste does not include any hazardous items such as fluorescent tubes, batteries, paint etc

Note: Mixed recycling may include paper & card (20.01.01), cans (20.01.40) or plastics (20.01.39).

EWRC Code and Description	Bin Type	Quantity
Mixed General Waste (20.03.01)	TRADE 1100L GENERAL BIN	1

Section B: CURRENT HOLDER/PRODUCER OF THE WASTE (TRANSFEROR)

Full name (Block Capitals):

Position Held:

Name of Company:

PORTLAND TOWN COUNCIL

Address:

PORTLAND COMMUNITY VENUE, THREE YARDS CLOSE, FORTUNESWELL, PORTLAND, DT5 1JN

Account Number:

311807

Site

Three Yards Close
Fortuneswell
Portland
DT5 1JN
UK

Contact Name:

Telephone Number:

Email:

office@portlandtowncouncil.gov.uk

SIC (2007) code:

84.1

Section C: PERSON COLLECTING THE WASTE (TRANSFeree)

Dorset Waste Partnership - Princes House, Princes Street, Dorchester, Dorset, DT1 1TP
(on behalf of Dorset County Council, County Hall, Colliton Park, Dorchester, Dorset. DT1 1XJ)

Registered waste carriers licence number: CBDU128980

Section D: DECLARATION

- I/We declare that the above is a full and accurate description of all waste produced and I/We will advise Dorset Waste Partnership of any changes to the above as and when they occur
- I/We confirm that by signing this declaration I have fulfilled my duty to apply the waste hierarchy as required by regulation 12 of the Waste (England and Wales) Regulations 2011. This means you must consider reducing, reusing then recycling before deciding to dispose of waste.

Address of place from which waste is to be collected/transferred: (if different from above)

5, Three Yards Close, Fortuneswell, Portland, DT5 1

Full Name: KARON MCFARLANE

Signature: Karon McFarlane

Date: 17/12/18

Signed by Dorset County Council on behalf of Dorset
Waste Partnership

Date of transfer: 01 April 2019 – 31 March 2020

(for multiple transfers give "between" dates - period not exceeding one year) Date:

NOTES:

- If the multiple transfers "between" dates have been given in section D (2), any waste of abnormal volume or material should be notified by a separate transfer note.
- This document must be retained for a minimum of 2 years and be available for inspection by the Waste Regulation Authority (Council) or the Environment Agency.

COMMERCIAL WASTE COLLECTION AGREEMENT

Dorset Waste Partnership
Princes House
Princes Street
Dorchester
Dorset
DT1 1TP



Telephone: 01305 228640

Date: 11 December 2018

Customer Details

Customer/Account Number: 311807
Customer/Account Name: PORTLAND TOWN COUNCIL
Contact Name:
Contact Telephone Number:
Email Address: office@portlandtowncouncil.gov.uk
Invoicing Address: PORTLAND COMMUNITY VENUE, THREE YARDS CLOSE,
FORTUNESWELL, PORTLAND, DT5 1JN
Name of Collection Premises: PORTLAND COMMUNITY VENUE

Collection Address: Three Yards Close
Fortuneswell
Portland
DT5 1JN
UK
Payment Terms: Monthly in arrears

Contracted Services

Service/Size of container(s)	Quantity of container(s)	Cost per container / per collection	Start Date	End Date
TRADE 1100L GENERAL BIN	1	£15.40		Ongoing

- Side waste will be collected and charged at an agreed price per sack unless the DWP is advised by the customer not to collect side waste. Side waste is currently charged at £2.00 per sack but all prices are subject to review and can change.
 - Collections will be suspended and a charge may be incurred where Duty of Care Waste Transfer Notes are not returned by the annual renewal date.
- Prices quoted are exclusive of VAT and subject to change in line with the terms and conditions of this agreement (VAT will be applied on invoices where applicable)

Please read the declaration and sign below:

- I/We hereby request the Dorset Waste Partnership to supply containers and to collect commercial waste placed therein from the above premises in accordance with the terms and conditions of this Agreement.
- I/We agree to be bound by and comply with the terms and conditions of this Agreement.
- I understand that this Agreement must be accompanied by a valid Duty of Care Controlled Waste Transfer Note otherwise collections will be suspended.

On behalf of the customer

Print Name: KARON MCFARLANE
Position: ~~PORTLAND~~ TOWN CLERK
Signed: Karon McFarlane
Date: 17/12/18

On behalf of Dorset Waste Partnership

Print Name:
Position:
Signed:
Date:

**DWP (Dorset Waste Partnership) - COMMERCIAL WASTE & RECYCLING SERVICES
TERMS AND CONDITIONS**

1. GENERAL

- 1.1. These are the conditions of the Dorset Waste Partnership (hereafter called "DWP") Trade Waste service. The DWP is not a legal entity, and is hosted by Dorset County Council.

2. DEFINITIONS

In this contract, the following definitions apply;

- 2.1. Container – shall mean any wheeled bin, sack, re-useable bag or seagull proof bag supplied by the DWP to the customer as specified on page one
- 2.2. Customer– shall mean the person, firm or company for whom any service is undertaken by the DWP
- 2.3. Duty of Care Document – means the Section 34 of the Environmental Protection Act 1990 Duty of Care Waste Transfer Note
- 2.4. Waste, Trade Waste and Commercial Waste shall have the same meaning as in the Environmental Protection Act 1990 and any Regulation Codes of Practice and other subordinate legislation

3. DUTY OF CARE

- 3.1. The DWP is required by virtue of Section 34 of the Environmental Protection Act 1990 to issue a Duty of Care: Waste Transfer Note to all customers, which must be signed, and a copy returned to the DWP before the first collection of waste can commence. The customer is required to retain a copy (for a minimum of 2 years) and make available for inspection, either by the DWP, Local Council or the Environment Agency. Duty of Care Waste Transfer Notes are issued annually. In the event of a customer relocating their business, a new Waste Transfer Note will be issued. If the annual renewal document is not returned by the specified date, collections will be suspended and charges will still apply and an administration fee will be incurred by the customer. Requests for additional copies of a Duty of Care will be charged an administration fee.

4. CONTRACT

- 4.1. This contract, the description below and the Duty of Care Waste Transfer Note contains the whole agreement between the parties in respect of the service and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this contract on the basis of any representations that is not expressly incorporated into this contract. Nothing in this contract excludes liability for fraud.

5. SERVICE

- 5.1. The customer shall, at all times during this contract, comply with the requirements of the Environmental Protection Act 1990 and of any further legislation.
- 5.2. This contract will commence at the start date on page one until terminated (see Cancellation of Service).
- 5.3. The DWP may sub-contract the services for the purpose of fulfilling this contract.
- 5.4. The customer shall not transfer, assign or sub-contract directly or indirectly, any portion of this contract without the prior permission of the DWP.
- 5.5. For the duration of this contract, the customer will not obtain the same services from any other party.
- 5.6. The DWP will not remove the waste if;
- 5.6.1. It differs from that described in the Duty of Care Document
- 5.6.2. It is burning, smouldering or reacting
- 5.6.3. Its removal from the premises could be dangerous to the DWP and its employees, agents or the public
- 5.6.4. The container has been overloaded
- 5.7. The customer must not place any of the following items in the container, in accordance with the Hazardous Waste Regulations, as the DWP is not licenced to remove these products;
- 5.7.1. Asbestos or any materials known to contain asbestos
- 5.7.2. Any liquids or paint
- 5.7.3. All forms of batteries
- 5.7.4. Tyres
- 5.7.5. Gas Cylinders/bottles
- 5.7.6. Animals or animal by-products (i.e. raw meat/fish) including dog waste, such waste must be sent to a rendering plant or incinerator
- 5.7.7. Televisions and/or computer monitors, electrical equipment (Under the WEEE Directive (Waste, Electrical & Electronic Equipment Directive) electrical products must not be disposed of in either refuse or recycling containers. These must be collected by a specialist collection company)
- 5.7.8. Fluorescent tubes
- 5.7.9. Car parts including oil and oily rags
- 5.7.10 Clinical waste (i.e. sharps or syringes)
- 5.7.11 Chemicals and Pesticides
- 5.7.12 Builders rubble (including soil, bricks, large pieces of wood, bathroom suites and building waste)
- 5.7.13 Plasterboard
- 5.7.14 Oils & fats (including solid or compacted fats)
- 5.7.15 large lengths of rope, wrap, cables, ties or similar (these may become entangled in sorting machinery)
- 5.7.16 Mattresses
- 5.8. In respect of recycling collections, materials presented for collection must follow the list of acceptable items as published on www.dorsetforyou.gov.uk/which-bin Failure to do this may lead to rejection at the point of collection by crews which will still incur a charge or subsequent termination of the contract.
- 5.9. Neither party shall be liable for failure to perform its obligations under this contract if such failure results from circumstances beyond the party's reasonable control.
- 5.10. The DWP reserve the right to change the type of service or collection frequency/time for operational efficiency provided that reasonable notice is given.
- 5.11. Other than a variation in charges, the remaining terms of this contract may only be varied with the signed written agreement of both parties.
- 5.12. Missed collections must be notified to the DWP within one working day to allow for re-collection, if justified. No refunds will be applicable if notification is not received within this time.

6. USE OF CONTAINERS

- 6.1. The container(s) will remain the property of the DWP
- 6.2. Title and ownership of all waste materials within a DWP container will pass to the DWP on collection.
- 6.3. The customer must define the location at the premises at which any container is to be stored and collected from. At no time should the container(s) be stored on the highway or footway without prior written agreement of the Highways Authority. If the container is presented at a location other than the agreed collection point, and in a manner not agreed with DWP Operations, then it may/will not be collected. The DWP reserve the right to change the collection point.

- 6.4. The customer must make the container and/or side-waste available for collection by 6am on the agreed day and to ensure that adequate, safe vehicle access is available.
- 6.5. The DWP will collect additional side-waste and will charge accordingly (as per current prices) unless the DWP is informed of an opt-out arrangement in writing.
- 6.6. The customer must properly describe the waste to be removed, as per the Duty of Care Document, and this will apply for the duration of the contract. Any change in this description should be notified and approved by the DWP.
- 6.7. The containers must be loaded safely and evenly and must not be overloaded. Wheeled bin lids must be closed.
- 6.8. DWP collection operatives will not empty bins or bags which they deem to be too heavy to move or lift.
- 6.9. The customer must ensure that rubbish is not burned or a fire started in any container.
- 6.10. The container must remain at the premises to which it was delivered unless written consent is received from the DWP.
- 6.11. No lettering or advertising can be placed on or fixed to the container(s).
- 6.12. No alterations or adaptations may be made to any container without written authorisation from the DWP.
- 6.13. The customer must ensure that the waste in the container is compatible and stable and that mixing them will not give rise to any hazard.
- 6.14. The customer will allow the DWP or any person authorised by the DWP, access to the container to inspect, test, adjust, repair or replace as required.
- 6.15. The container(s) must be maintained by the customer in a clean, hygienic and safe condition.
- 6.16. The customer will accept liability for the container(s) safe storage while at the premises.
- 6.17. The customer may be charged for any additional reasonable costs and expenses if failing to comply with the above conditions.
- 6.18. Compacted waste must not be placed in any DWP container.
- 7. CHARGES**
 - 7.1. The customer must promptly pay the charge(s) for the service specified on page one for the period covered by the invoice.
 - 7.2. The customer can opt to pay for the service by direct debit, credit/debit card or by BACS transfer.
 - 7.3. Payment is due on receipt of invoice. The DWP reserves the right to stop collections if any invoice remains unpaid after 35 calendar days. All services provided will remain on stop.
 - 7.4. The customer must inform the DWP if their direct debit agreement is cancelled. Any outstanding balance will be due for immediate payment.
 - 7.5. The charges are based on a specified weight limit for each container and waste type. Additional weight will be charged proportionately.
 - 7.6. The DWP may, at any time, vary the charges or collections specified on page one;
 - 7.6.1 When relevant disposal arrangements incur price increases.
 - 7.6.2 If there are any changes to the type weight, or quantities of waste being collected.
 - 7.6.3 If there are changes to the cost of providing the service.
 - 7.6.4 To ensure the efficiency of the service,
By giving the customer at least 28 days' notice in writing.
 - 7.7. Dorset County Council of behalf of the DWP warrants and represents that:
 - 7.7.1 They have the full capacity and authority and all necessary consents to enter into and perform this agreement and that this contract is executed by a duly authorised representative of Dorset County Council
 - 7.7.2 The DWP shall perform the services using reasonable care and skill and to a standard which conforms to generally accepted industry standards and practice.
- 8. CANCELLATION OF SERVICE**
 - 8.1. The DWP may terminate this contract with immediate effect if;
 - 8.1.1 The customer commits or permits any breach of the terms of this contract.
 - 8.1.2 An act of bankruptcy, allows a receiver of its assets to be appointed, enters into compulsory or voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation), makes any arrangement with its creditors or allows distress to be levied or threatened upon a container or any other property of the DWP on the customer premises.
 - 8.2. The customer has the right to terminate this contract on notice with immediate effect, if the DWP commits or permits any breach of the terms in this contract which cannot be rectified, or has not been rectified within 3 months of notification by the customer of defect, delay or failure in the service.
 - 8.3. Either party may terminate this contract by giving at least 28 days' notice in writing, to expire at the end of the month or quarter, in line with their payment option detailed one page one.
 - 8.4. If any condition of this contract is declared by any judicial or other competent authority or considered by the parties to be void, voidable, illegal or otherwise enforceable;
 - 8.4.1 The parties shall amend that provision in such reasonable manner as mutually agreed; or
 - 8.4.2 At the discretion of the parties, it may be severed from the contract and the remaining conditions of this agreement shall, except where otherwise provided, remain in full force and effect unless otherwise terminable.
- REMOVAL OF CONTAINERS**
 - 9.1. When required/justified, the DWP will remove container(s) at its earliest convenience.
 - 9.2. The DWP will not contact the customer to arrange/inform them when container(s) will be removed
 - 9.3. In the event of the DWP has justification to remove container(s) from a property (for example, as a result of cancellation of the service or repeated contamination), the DWP will recover its container(s) from the property using any/all reasonable means of access.
 - 9.4. Containers must be left for removal empty and in a clean, hygienic and safe condition, or charges may be incurred.
- 10. DATA PROTECTION STATEMENT**
 - 10.1. The information you provide will be used by The Dorset Waste Partnership in the provision of services to you. It will not be used for any other purpose, unless you have requested information about other services. It will be held securely and will not be shared with third parties.
- 11. LIABILITY AND INDEMNITY**
 - 11.1. The Customer shall indemnify the DWP against any expense, liability, loss, claim or proceedings arising under any statute or at common law in respect of personal injury to or the death of any person or damage to any property in so far as the same arises directly or indirectly out of or in the course of or caused by the location of the Container at the Customer premises and its use for the storage of any waste or the Customer's compliance with or breach of the items of this Agreement whilst the Container is located or used except to the extent that the same is due to any act or neglect of the DWP or its servants or agents.
 - 11.2. The Customer shall be liable for and indemnify the DWP against any loss or expense to any Container(s) or any damage caused to any Container at the Customer premises unless that damage is attributed to the DWP.
 - 11.3. Save as provided in clause 11.4 below the DWP shall not be liable to the Customer whether in contact or otherwise for any loss, damage or injury however caused or arising out of or in the course of or in connection with the provision by the DWP (or its servants or agents) of the Service.
 - 11.4. Clause 11.3 shall not apply in relation to:
 - 11.4.1. any failure by the DWP to provide the Service in accordance with the terms of this Agreement; and,
 - 11.4.2. any deliberate or negligent act or omission of the DWP or any of its servants or agents and in particular any negligent act or omission giving rise to death or personal injury.
 - 11.5. Except as required by law as ordered by the court the DWP shall only be liable for defects in the Service which have been notified by the

Customer to DWP in writing within 14 calendar days after the date of the relevant Service, (in the case of defects reasonably discoverable at the date of Service) or within 14 calendar days after the date of discovery by the Customer of the defect (in any other case) subject to the provisions of Clauses 11.6, 11.7 and 11.8.

11.6. The Customer shall give to DWP every opportunity to replace repair or rectify any alleged defect delay or failure in the Service.

11.7. DWP liability shall not exceed the sum of £1,000 in respect of any defect in or failure of the Service.

11.8. DWP shall in no circumstances be liable for consequential loss or damage of any kind.

11.9. Nothing contained in this Agreement is intended to affect nor will it affect a consumer's statutory rights.

12. FORCE MAJEURE

12.1. Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond the party's reasonable control.

13. VARIATION

13.1. Subject to clauses contained with Charges the remaining terms of this Agreement may only be varied with the signed written agreement of both parties.

14. ENTIRE AGREEMENT

14.1. This Agreement, the description overleaf and the Duty of Care Controlled Waste Transfer Note contains the whole agreement between the parties in respect of the Service and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

15. SEVERANCE

15.1. If any condition of this Agreement is declared by any judicial or other competent authority or considered by the parties to be void voidable illegal or otherwise unenforceable:

15.1.1. the parties shall amend that provision in such reasonable manner as mutually agreed; or

15.1.2. at the discretion of the parties it may be severed from the Agreement and the remaining conditions of this Agreement shall except where otherwise provided remain in full force and effect unless otherwise terminable.

16. OTHER CONDITIONS

16.1. Publicity – The customer shall seek written approval from the DWP prior to the publication of any publicity where the DWP is acknowledged.

16.2. Contracts & Rights of Third Parties Act 1999 – Nothing in this contract confers or purports to confer on any third party, any benefit or right to enforce any terms of this contract.

16.3. Law & Jurisdiction – The validity, construction and performance of this contract shall be governed by English Law.