

## CONDITIONS OF TRADE WASTE AGREEMENT

1. Lewes District Council (“the Council”) is legally required to charge for the removal and disposal of trade waste/recycling. For more information on the legal requirements and to view a list of the up to date charges please see [www.lewes-eastbourne.gov.uk](http://www.lewes-eastbourne.gov.uk).

### **Applicant’s obligations**

2. Application for the collection of trade waste/recycling must be made on the form entitled “AGREEMENT FORM FOR COLLECTION & DISPOSAL OF TRADE WASTE / RECYCLING”. It must be completed in full, in duplicate, dated and signed by a person authorised to sign agreements on behalf of the company or individual. You must keep a copy of this agreement in your records for a minimum of 2 years.
3. The person or company named on this form (“the Applicant”) shall be liable for all charges raised in the connection with the collection of the waste throughout the duration of the agreement, subject to the Council receiving written notice in accordance with clause 5 of a change to the Applicant’s details.
4. The Applicant must complete and return an annual Duty of Care Controlled Waste Transfer Note as part of this agreement prior to the collections start date. It covers the period 1 April to 31 March and will be sent out with the first quarter’s invoice or at the time of the service request. Failure to return the document will result in the delay or cessation of collections and an administration fee of £25.00 will become payable to restart collections.
5. The Applicant shall give the Council one week’s written notice of the following changes:
  - Any change to the name of the Applicant
  - Any change to address of the Applicant or change of address of the Registered Office.
  - Any change of ownership or control of the business.
  - Any significant change in the waste type being collected.
  - Any change in the frequency of collections.
  - Any other material circumstances which may affect the liability of the Applicant under this agreement.
6. The Applicant shall ensure that all food waste is contained in bags.

### **Equipment**

7. Any property issued by the Council shall remain its property. The Applicant is responsible for maintaining any such equipment issued in a clean and satisfactory condition. The equipment is to be returned to the Council upon termination of this agreement in the same condition as when issued, subject to reasonable wear and tear.
8. The Applicant shall ensure at all times that any such equipment supplied by the Council is not overloaded and does not contain hazardous waste e.g. Asbestos, plasterboard etc.

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9. The Applicant shall at all times, while the equipment is in their care and control be responsible for the safe siting of the equipment and for any injury, loss or damage caused to any property or person howsoever caused.

### Payment

10. Charges are payable quarterly in advance of collection. Accounts are due on receipt of the invoice unless paid by monthly direct debit. Collections will be suspended and waste bins removed on non-payment of account. To reinstate the service, the Council reserves the right to charge an administration fee of £25.00 payable before collections restart.

### Termination

11. To terminate the agreement the Applicant must give written notice of not less than one calendar month to the Council notifying it of their intention to terminate. Such written notice should be sent marked "notice to terminate trade waste contract" and should include full details of the Applicant and collection, this should be sent either by email to [wandradmin@lewes-eastbourne.gov.uk](mailto:wandradmin@lewes-eastbourne.gov.uk) or by first class post to **Lewes District Council, Waste Services, 1 Grove Road, Eastbourne, East Sussex BN21 4TW.**

### Further Information

12. The Council is under no obligation to remove or dispose of trade waste/recycling and reserves the right to refuse any collection or receive any such waste/recycling at its absolute discretion. In particular, trade waste/recycling will not be collected in the following circumstances:

- Where bins or bags are not accessible by 6 a.m. on the day of collection or are not easily accessible and cannot be emptied safely.
- Where lids on bins are not fully closed or bins are overloaded/have side waste.
- Where recycling material is contaminated and cannot be recycled.

If any of the above are found and results in the Council being unable to make a collection, the council will be deemed to have fulfilled its obligation and will not issue a refund. An additional charge may be payable by the Applicant where attempted collections fail and result in further attempts having to be repeated. This charge will be based on the volume of refuse collected.

13. The Council will attempt to remove trade waste/recycling that it has failed to collect due to operational reasons within 2 working days.
14. The Council's employees have the right to work in a safe environment without fear of intimidation, abuse or assault. This includes face to face communication, in writing and by telephone.
15. The Council reserves the right to withdraw the service and cancel this agreement with immediate effect if any conditions 1-14 listed above are not adhered to, either partially or in totality.