

**COMBINED MIXED DRY RECYCLING AGREEMENT &
CONTROLLED WASTE TRANSFER NOTE
ENVIRONMENTAL PROTECTION ACT 1990**

SECTION A – Collection Details

Collection Name	
Collection Address	
Post Code	SIC Code (2007)
Contact name and telephone number: <i>*A valid telephone number is mandatory. Contracts without a telephone number will not be processed.</i>	
Contact e-mail address: <i>*An email address is mandatory. Contracts without an email address will not be processed.</i>	
Type of collection (bin size and quantity):	
Frequency of collection:	
Nature of business:	
Collection Point:	
Contract Start Date 01/04/2023 Contract Finish Date 31/03/2024 <i>* Please do not amend the contract dates this is a legal protocol. You will only be charged from the date collections commence.</i>	

SECTION B – Invoice Details

(Please complete if different to Section A)	Purchase Order No:
Business Owner:	
Post Code:	
Contact name and telephone number:	

SECTION C - Description of the waste being removed

EWC 20 01 99 Mixed Recycling Loose (not bagged), paper, cardboard, tins, cans, foil, glass bottles and jars, plastic bottles, tubs, food and yoghurt pots, carrier bags, food and drink cartons.

SECTION D – Waste Collection & Disposal Authority

Kingston upon Hull City Council, Guildhall, Alfred Gelder Street, Hull HU1 2AA
Registration number: CBDL11032

SECTION E – Address of Place of Transfer

FCC Environment (UK) Ltd, Wilmington Transfer Station, Cleveland Street, Hull HU8 8AU
Permit Number 60956 issued by the Environment Agency
Times of transfer for multiple consignments – from 01/04/2023 to 31/03/2024

SECTION F – Agreement

I hereby make application to Hull City Council for the removal of waste described in Section C from the collection address and agree to the terms and conditions (as shown on reverse).

By signing below, I confirm that I have fulfilled my duty to apply the waste hierarchy as required by Regulation 12 of the Waste (England and Wales) Regulations 2011.

Yes

I declare that all details given are correct.

Transferee Signature	(For office use only: Ref No.....)
Print Name	Customer No.....
Representing.....	Transferor Signature.....
Position in Organisation:	Representing Hull City Council
Owner <input type="checkbox"/> Partner <input type="checkbox"/> Other	
Date	Date

TERMS AND CONDITIONS (REVISED 2023)

1. This Combined Recycling Agreement and Duty of Care Transfer Note **MUST** be completed and signed by the owner of the business. The Council reserves the right to decline a request for service if the agreement is not signed by the owner of the business. In Section B, the owner of the business should be specified as the business owner T/A the business name or as limited company.
2. Payments for each collection shall be in accordance with the Council's Schedule of Charges prevailing at the date of collection and shall be payable on demand. Failure to make payments will result in termination of service in accordance with Clause 14. In the event that any payment is not made when due, the Council may exercise its statutory right to claim interest and compensation for debt recovery costs. The Council reserves the right to carry out a credit check on The Applicant and make checks with Companies house, prior to offering a service The Council also reserves the right to request a Security Deposit from new Applicants.
3. Hull City Council ("The Council") hereby agrees to collect mixed recycling from the collection address as specified overleaf.
4. "Controlled Waste" in relation to this document is mixed recycling from a house, shop, office, factory, building site or other business premises. For the avoidance of doubt, the mixed recycling service can accept paper, cardboard, tins, cans, foil, glass bottles and jars, plastic bottles, tubs, food and yoghurt pots, carrier bags, food, and drink cartons only.
5. Under Section 47 of the Environmental Protection Act 1990, the Council will stipulate the materials accepted in each recycling container. The Council reserves the right to withdraw the service outlined overleaf should the applicant fail to comply with the list of acceptable materials. Abortive visits for incorrect materials will still be charged for.
6. The Applicant hereby agrees to complete the Controlled Waste Transfer Note as required by the Council and identify the various types of controlled waste generated at the premise specified in Section A.
7. The Applicant shall place the containers for collection as per the agreed frequency, but not less than once per fortnight. The containers should be accessible from 7am, unless written agreement is made. (Alternative arrangements may be made at Bank Holidays). Failure to place containers for collection at the specified frequency shall constitute an abortive collection due to the fault of the Applicant, and the Council will still be entitled to charge for the collection as if it had taken place.
8. The Council will notify applicants of collection arrangements around bank holidays and any change to scheduled collection days. Should a business close due to a bank holiday resulting in a waste collection not being received, or should you be unable to present your bin for collection due to a change in your collection day, if given 5 days' notice in writing of this business closure, no charge will be made for the collections affected. If we are not notified prior to a bank holiday, a credit will not be given. This policy will only affect business closure around bank holidays when we reschedule your collection day, business closures at other times of the year will not be treated in this way and clause 7 will still stand.
9. This Agreement is for a fixed period as specified in Section A overleaf, but not less than 3 months, and shall expire on the last day of March 2024. Any Agreement signed after 1 January 2024, will be for a fixed period until 31 March 2024.
10. This Council reserves the right to review and raise its Schedule of Charges for the collection of controlled waste. The Council shall notify the Applicant, in writing of any variation to the Schedule of Charges.
11. The container(s) shall remain the property of the Council. It should be noted that any loss of, or damage to the container(s), is the responsibility of the Applicant. In the event that this Agreement is terminated by either party, the Applicant will make the container(s) available for collection by the Council, unless such containers are owned by the Applicant. The Council reserves the right to charge for any container(s) which are lost, damaged or not returned.
12. This Agreement may not be assigned to a new owner or business. Any change in the business name or ownership must be notified in writing or by telephone, to the Commercial Waste Officer. Please notify by email to info@hullcc.gov.uk or call 01482 300 301.
13. The Applicant warrants that he will exercise the duty of care in relation to the controlled waste in accordance with the Environmental Protection Act 1990 or any other statutory modification thereof and will comply with the "Waste Management -The Duty of Care, A Code of Practice," which is contained within the Act, the terms of which shall be deemed to be incorporated within these terms and conditions. The Applicant hereby indemnifies the Council, its servants, agents or workmen against any claims or damage whatsoever resulting from the failure of the Applicant to comply with the terms of this Agreement, or the Code of Practice.
14. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and representations relating to the collection of Controlled Waste. Any amendment to this agreement shall be made in writing and shall not be effective unless signed by the Applicant and the Council's representative.
15. The Council may by written notice forthwith terminate this Agreement in the event that the Applicant:(a) Commits or allows to be committed any breach of his obligation hereunder or as contained within the Code of Practice and fails to remedy the same within 14 days of receipt by him/her of written notice. (b) Breaches any of the Terms and Conditions. (c) Fails to pay sums due. In this instance, recovery action will be taken, and the Applicant may incur further costs. (d) Has a receiver appointed, or an order made, or resolution passed for winding up, or ceases normal trading.
16. The Applicant must ensure that containers are presented with closed lids and no side waste. The Applicant must also ensure that the container is a safe weight for the operatives to move for collection. The Council reserves the right to immediately upon inspection cancel a collection if containers are presented overfilled, with side waste or at an unsafe weight. The Council have the right to charge for such abortive collections, being the fault of the Applicant. The Council reserves the right to upon inspection, following an abortive collection, to arrange for the removal of additional waste presented and charge the applicant accordingly. The Council reserves the right to upon inspection increase your collection requirements and charge the Applicant accordingly, if it is deemed that the quantity of waste being presented for collection is above the capacity of the container provided under this Agreement.
17. The Applicant must ensure clear access to the collection point on collection days. The Council reserves the right to immediately upon inspection cancel a collection if the property does not have clear access as agreed in advance between the parties. The Council have the right to charge for such abortive collections, being the fault of the Applicant.
18. Hull City Council has a 1 working day return policy for missed collections, if notified. Collection failures must be reported by email to info@hullcc.gov.uk or telephone to 01482 300 301 on the day of collection and a call reference obtained. A 1 working day return will not apply in the event that it is not reported by email to info@hullcc.gov.uk or telephone: 01482 300 301.
19. The Applicant may, by 3 months' notice to the Council, terminate or amend the service stated within this Agreement. This may only be varied by prior agreement between the parties to this Agreement. Email: info@hullcc.gov.uk or call 01482 300 301.
20. This Agreement shall be governed and construed in accordance with English Law.