

AMENDMENT

ENVIRONMENT & REGENERATION  
DIRECTOR - LYN CARPENTER



# COMMERCIAL WASTE AGREEMENT

TO: Director of Environment and Regeneration, London Borough of Merton, Waste Services,  
63-69 Amenity Way, Morden, Surrey, SM4 4NJ. Tel: 020 8545 4012 Fax: 020 8545 4756  
Email: commercial.waste@merton.gov.uk

No. 47196

PREMISES DETAILS	ACCOUNT DETAILS (if different from premises)
Name: MR CARPET	Name: MR CARPET
Address: 308 WORPLE ROAD. RAYNES PARK. LONDON SW20 8QU .	Address: UNIT 32 STADIUM STUDIOS RIVERSIDE RD TOOTING LONDON SW17 0BA.
Tel. No. 020. 8947 7522.	Tel. No. 020 8879 0845
Email: mikefarmer@mr-carpet.co.uk	Email: headoffice@mr-carpet.co.uk

Hereinafter together called "the Applicant" and whose liability hereunder (if the premises details and account details are different) shall be joint and several.

The Applicant hereby requests the Council of the London Borough of Merton (hereinafter called "the Council") to provide sacks, hire to the applicant, the container(s), detailed below and to arrange for the removal of waste from the above premises in the quantity and the frequency shown below, (hereinafter called "the Service") subject to the terms and conditions contained overleaf.

### COMMERCIAL WASTE / RECYCLING

CONTAINER	SIZE	QTY	COLLECTION DAYS	HIRE CHARGE PER WEEK	COLLECTION CHARGE PER WEEK	TOTAL CHARGE PER 13 WEEKS
SACKS						
WASTE WHEELED BINS						
RECYCLING WHEELED BINS	240	01	MON	1.75	3.25	65.00
*DUTY OF CARE CHARGE						25.00
SERVICE COMMENCEMENT DATE: 20 / 08 20 12						TOTAL £ 90.00

DIRECT DEBIT ON 15TH OF MONTH

ALL PRICES SUBJECT TO VAT  
*exclude*

ADDITIONAL INFORMATION: AMENDMENT IS FROM 01X 240 GW BIN, TO THAT LISTED ABOVE. DUE TO CUSTOMER'S 240 GW BIN BEING STOLEN, CUSTOMER HAS AGREED TO BE INVOICED £81.90 FOR COST OF BIN.

Applicants Signature: Mike Farmer

Date: 09 / 08 20 12

BLOCK CAPITALS: MIKE FARMER

Signed on behalf of the Council: R. M. [Signature]

for Director of Environmental Services.

#### FOR OFFICE USE ONLY:

From: Director of Environment and Regeneration Date:  
To: Director of Corporate Resources

Ash Customer:

Copies to : Applicant Corporate Resources Commercial Waste File

## TERMS AND CONDITIONS

### 1. The Charge

- 1.1 The applicant shall during the continuance of the Service, pay the Council by way of charges for provision of sacks, hire of bins and skips and collection of waste, the amounts specified at the frequency stipulated overleaf, such payments to be made under direct debit or within 21 days of the date of invoices issued by the Council's Director of Corporate Resources. The initial charge where appropriate shall include a portion of the said quarterly advance payment, calculated from the date of the commencement of the Service, to the quarter date.
- 1.2 In the event of payment not being made when it is due the Council reserves the right to charge interest on any outstanding payments at the rate of 2% above the minimum lending rate then prevailing of National Westminster Bank PLC. This right is in addition and without prejudice to any other right of the Council under this agreement.
- 1.3 Should the agreement be terminated, then (if all payments then due have been made) the applicant will receive a refund for the period from the termination date to the last date covered by the invoice issued in the appropriate quarter and any subsequent invoices.
- 1.4 A charge will be made to the applicant where additional Service has been supplied for the removal of non-scheduled containerised waste. The amount of the charge will be determined by the Council on the provision of the additional service and the applicant shall be deemed to have requested the additional service and to have agreed to pay the charge if waste additional to that detailed overleaf is left for collection.
- 1.5 The Council reserves the right to increase the charge of any item referred to overleaf. The applicant will be given no less than 7 days notice of any increase.
- 1.6 The charge quoted in this contract is exclusive of any applicable Value Added Tax, which the applicant shall be additionally liable to pay the Council at the prevailing rate at the date of invoice.

### 2. The Service

- 2.1 The Council shall provide the sacks, hire out the bins/skips and make the collection of the amounts of waste specified overleaf, on the days previously notified to the Council.
- 2.2 The frequency of the Service may be varied by the Council during Bank Holidays and other holiday periods and the Council's obligation to perform the Service shall be limited by the effect and consequences of any emergency, disaster, statutory restraint, or prohibition, or industrial dispute, or any other circumstance beyond the Council's control.
- 2.3 The Service will not be undertaken if in the reasonable opinion of the operative collecting the waste, it has been left in a poor condition, or not properly wrapped, or sealed, or contains hazardous, clinical waste, or special waste such as asbestos, tyres, bulky items including fridges or freezers and liquid waste including paints and oils. The Council shall investigate and advise the applicant as appropriate. The applicant will still be responsible for the charge.
- 2.4 If through any operational difficulty (including non-access) or any matters mentioned in 2.3 above, the Council is not able to provide the Service the applicant's requirements on the agreed day the Council reserves the right to re-schedule the Service to the earliest possible opportunity without liability to the applicant.
- 2.5 Any complaints regarding the Service shall be made, to the Council's Director of Environment and Regeneration, Merton Civic Centre, London Road, Morden, Surrey, SM4 5DX.

### 3. The Waste

- 3.1 The applicant shall place the waste at the collection point, at the day and place notified by the Council.
- 3.2 The Applicant shall provide and maintain a suitable and safe means of access and egress at the Applicant's premises for servicing of waste.
- 3.3 The waste shall be "Controlled Waste" as defined by the Environmental Protection Act 1990 and shall not be prepared or of such a type so as to entitle the Council to refuse to collect it under clause 2.3 above.
- 3.4 Should the applicant use in excess of the number of sacks provided to the applicant by the Council for a specific period of time and as a consequence request additional sacks from the Council then an additional charge will be payable by the applicant to the Council for each and every additional sack so provided by the Council to the applicant.
- 3.5 The applicant shall not contaminate or allow or permit to be contaminated any recycling wheeled bin or sack provided to the applicant by the Council and any such contamination may result in the Council levying an additional charge of £25.00 upon the applicant to recover the costs incurred by the Council in decontaminating the said recycling wheeled bin.

### 4. Compliance with Statutes

- 4.1 Both parties shall comply fully with all Statutes, Regulations and Orders relating to the provision of the Service, including the Environmental Protection Act 1990 and the Control of Pollution Act 1974.
- 4.2 This agreement is made pursuant to Section 45 of the Environmental Protection Act 1990 and all other enabling powers.

### 5. Equipment Responsibility

- 5.1 The applicant shall indemnify the Council against any substance, article, or thing, placed in the waste, which may result in the Council being liable to any other person, or party for any damage loss inconvenience, or otherwise, as a result of the applicant's action.
- 5.2 All equipment supplied by the Council shall remain the property of the Council. The applicant shall be responsible for its siting, for any loss or damage whilst outside the care or control of the Council and for ensuring that it is not over or improperly loaded (notwithstanding any inspection of the equipment by the Council) or the contents set on fire.

### 6. Termination

- 6.1 The agreement may be terminated at any time by either party, giving to the other 90 days in writing to that effect.
- 6.2 If the applicant shall breach any of these terms and conditions, the Council shall be entitled to terminate forthwith by giving notice in writing to the applicant.
- 6.3 Without prejudice to clause 6.2 above, should any payment be due hereunder be outstanding for a period exceeding 21 days from the date of the invoice relating to that payment, the Council's obligations under this agreement shall (if the Council so notifies the applicant in writing) cease immediately and the Council shall be entitled to terminate this agreement forthwith, by giving notice in writing to the applicant.
- 6.4 The termination of this agreement shall be without prejudice to any ongoing claim either party may have against the other for any breach of liability under this agreement.
- 6.5 Upon termination of the agreement the applicant shall promptly return to the Commercial Waste Section, Environment and Regeneration, Merton Council, 63-69 Amenity Way, Garth Road, Morden, Surrey, SM4 4AX, the Duty of Care Licence, which has been issued to the applicant by the Council.
- 6.6 Failure by the Council to receive the Duty of Care Licence within fourteen days of the effective date of termination as specified in this agreement shall result in the applicant incurring an additional charge of £25.00 payable immediately thereafter by the applicant to the Council.

### 7. Whole Contract

- 7.1 The applicant agrees that he has not relied on any statement, or omission made on the Council's behalf in relation to this agreement and that this agreement constitutes the whole arrangement between the applicant and the Council in respect of the provision of the Service.

Environmental Protection Act 1990, Section 34 Duty of Care  
Controlled Waste Transfer Note (A)

Under Section 34 of the Environmental Protection Act 1990, a duty is placed on you as a producer of waste to notify London Borough of Merton, of the exact nature of the waste emanating from your premises.

**SECTION A - DESCRIPTION OF WASTE**

1. Please describe the type of waste transferred:

Recycling

2. How is the waste contained?

Sacks  Eurobin  Paladin  Skips  Other   
(please specify) \_\_\_\_\_

01 x 240 RECYCLING BIN, EMPTIED MONDAYS

**SECTION B - PRODUCER OF THE WASTE**

1. Business Name: MR CARPET

2. Address: 308 WORPLE ROAD, RAYNES PARK, LONDON  
SW20 8QU.

Signature: Mike Farmer Print name: MIKE FARMER

Representing: MR CARPET Date: 09/08/2012

**SECTION C - PERSON COLLECTING THE WASTE**

1. Name: London Borough of Merton  
Address: Merton Civic Centre, London Road, Morden, SM4 5DX

2. Which of the following are you?: (please tick box/es)

Waste Collection Authority  Waste Disposal Authority  Registered Waste Carrier

**SECTION D - TRANSFER OF WASTE**

1. Address of place of transfer/collection point: Transfer Station, Benedict Wharf, Mitcham, CR4

2. Site Licence: DL. 278 Issued by: London Waste Regulation Authority  
or/

3. Address of place of transfer/collection point: Transfer Station, Garth Road Depot, Garth Road, Morden, SM4

4. Site Licence: DL. 232 Issued by: London Waste Regulation Authority

5. Signed: R. M. Stokes Full Name: Mr. Cormac Stokes  
Waste Services Manager

6. Expiry Date: 09/08/2013  
Representing: Environment & Regeneration Department, London Borough of Merton

Commercial Services  
Environment & Regeneration, London Borough of Merton



You are obliged by law to complete this form and return it – EPA 1990 Section 34

**Controlled Waste Transfer Note (A)**  
**Environmental Protection Act 1990, Section 34 Duty of Care**

Under Section 34 of the Environmental Protection Act 1990, a duty is placed on you as a producer of waste to notify London Borough of Merton, of the exact nature of the waste emanating from your premises to be collected by the Council  
To comply with the duty you must complete both forms and retain the one copy for two years

**SECTION A - Producer of Waste (Please complete in Block capitals only, using Black ink)**

Company Name: MR CARPET  
Service Address: 303 WATTLE ROAD, RAINES PARK  
Post Code: SW20 8QU  
Email: \_\_\_\_\_  
Print Name: A. GUYAN  
Signature: [Signature]  
Date: 20/4/12

**SECTION B – Description of Waste (European waste codes)**

- 20 03 01 - Mixed Municipal Waste
- 20 01 01 - Paper and Cardboard
- 20 01 02 - Glass
- 20 01 39 – Plastics
- 20 01 39 – Metals (Cans/Tins)

How is the waste contained?

- Mixed Municipal Sack
- Recycle Sack       - 360 litre bin
- 120 litre bin       - 660 litre bin
- 240 litre bin       - 1100 litre bin

If the description of your waste changes, by law you must inform us immediately

**SECTION C – Person collecting the Waste**

1. **Name:** London Borough of Merton  
**Address:** Merton Civic Centre, London Road, Morden, SM4 5DX

2. **Which of the following are you?** (Please tick box/es)

Waste Collection Authority  Waste Disposal Authority  Registered Waste Carrier

Separate arrangements for the disposal of the following is required: Clinical waste / Batteries / Ferrous and non ferrous metals, oil and grease / building materials

**SECTION D - Transfer of Waste**

**Address of place of transfer/collection point:** Viridor, 105 Beddington Lane, Croydon, CR0 4TD  
**Site Licence:** DL.278 **Issued by:** London Waste Regulation Authority  
**Address of place of transfer/collection point:** Transfer Station, Garth Road Depot, Morden, SM4 4AX  
**Site Licence:** DL.232 **Issued by:** London Waste Regulation Authority

Signed: \_\_\_\_\_ Expiry Date: 01/04/2013

**Representing:** Environment & Regeneration Department, London Borough of Merton