

COMMERCIAL WASTE COLLECTION AGREEMENT

Dorset Waste Services
E5, County Hall
Colliton Park
Dorchester
Dorset
DT1 1XJ
Telephone: 01305 228640



Date: 24 October 2025

Customer Details

Customer/Account Number: ~~313524~~ 300898
Customer/Account Name: WAREHAM TOWN COUNCIL
Contact Name: SAMUEL DICKINS
Contact Telephone Number: 01929 553006
Email Address: office@wareham-tc.gov.uk
Invoicing Address: TOWN HALL, NORTH STREET, WAREHAM, BH20 4NS
Name of Collection Premises: WAREHAM TOWN COUNCIL
Collection Address: TOWN HALL, NORTH STREET, WAREHAM, BH20 4NS
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	£19.39	24/10/2025	Ongoing
TRADE 240L RECYCLING BIN	1	£6.26	24/10/2025	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 £2.72 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: NICOLA CRAY

Position: TOWN CLERK + RFO

Signed: [Signature]

Date: 27/10/2025

On behalf of Dorset Waste Services

Print Name: SARAH HARVEY

Position: Commercial Account Officer

Signed: S L Harvey

Date: 28 October 2025

**DWS (Dorset Waste Services) - COMMERCIAL WASTE & RECYCLING SERVICES
TERMS AND CONDITIONS**

1. GENERAL

1.1. These are the conditions of the Dorset Waste Services (hereafter called "DWS") Commercial Waste service. DWS is provided by Dorset Council.

2. DEFINITIONS

In this agreement, the following definitions apply:

- 2.1. Container – shall mean any wheeled bin, sack, re-useable bag, or seagull proof bag supplied by DWS to the customer as specified on page one
- 2.2. Customer– shall mean 'You' being the person, firm, or company for whom any service is undertaken by DWS
- 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, Business 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. DWS is required by Section 34 of the Environmental Protection Act 1990 to issue a Duty of Care: Waste Transfer Note ('WTN') to all customers, which must be signed, and a copy returned to DWS before the first collection of waste can commence. Duty of Care Waste Transfer Notes are issued annually.
- 3.2. You are required to keep a copy of Your WTN (for a minimum of 2 years) and make Your WTN available for inspection, either by DWS, Local Council or the Environment Agency.
- 3.3. If You relocate Your business, a new WTN will be issued.
- 3.4. If the WTN annual renewal document is not returned by the specified date, Your collections will be suspended, charges will still apply and You will be charged an administration fee.
- 3.5. There will be a charge for any additional copies of a Duty of Care WTN.

4. CONTRACT

- 4.1. The terms and conditions of this agreement and the Duty of Care WTN contain the whole agreement between You and DWS. You confirm that You have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.
- 4.2. Nothing in this agreement excludes liability for fraud.

5. SERVICE

- 5.1. You 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 agreement will begin on the start date on page one until terminated (see Cancellation of Service).
- 5.3. DWS may sub-contract the services for the purpose of fulfilling this contract.
- 5.4. You shall not transfer, assign or sub-contract directly or indirectly, any part of this agreement without the written prior permission of DWS.
- 5.5. For the duration of this agreement You will not obtain the same services from any other party.
- 5.6. DWS 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 DWS and its employees, agents or the public
 - 5.6.4. The container has been overloaded
- 5.7. You must not place any of the following items in the container, in accordance with the Hazardous Waste Regulations, as DWS 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)
 - 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.dorsetcouncil.gov.uk/which-bin. Failure to do this will result in the container not being collected, which will still incur a charge, and subsequent termination of the agreement.
- 5.9. 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.
- 5.10. DWS 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 agreement may only be varied with the signed written agreement of both parties.
- 5.12. Missed collections must be notified to DWS within one working day to allow for re-collection, if justified in the opinion of DWS.
- 5.13. DWS will aim to recollect justified missed containers within 3 working days. No refunds will be applicable if DWS recollect the missed container before the next scheduled collection or for any missed collections reported more than one working day after the scheduled collection.
- 5.14. DWS have a zero-tolerance approach to any incidents of violence, aggression, or verbal abuse towards our staff. Any incidents reported by DWS staff will result in the immediate termination of the agreement as per clause 8.1.1.

6. USE OF CONTAINERS & COLLECTIONS

- 6.1. The container(s) will remain the property of DWS
- 6.2. Title and ownership of all waste materials within a DWS container will pass to DWS on collection.

- 6.3. You must agree with DWS the location the container will be collected from if not presented at the kerbside. If the container is presented at a location other than the agreed collection point, and in a manner not agreed with DWS, then it will not be collected but collection charges will still apply. DWS reserve the right to change Your agreed collection point.
- 6.4. At no time should the container(s) be permanently stored on the highway or footway without prior written agreement of the Highways Authority.
- 6.5. You must make the container and/or side-waste available for collection by 6am on the collection day and ensure that adequate, safe vehicle access is available.
- 6.6. DWS will collect additional side-waste and will charge accordingly (as per current prices) unless DWS is informed of an opt-out arrangement in writing.
- 6.7. You 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 DWS.
- 6.8. The containers must be loaded safely and evenly and must not be overloaded. Wheeled bin lids must be closed. Overloaded containers will not be collected, but collection charges will still apply.
- 6.9. DWS collection operatives will not empty bins or bags which they deem to be too heavy to safely move or lift. Containers that are too heavy to empty will not be collected, but collection charges will still apply.
- 6.10. You must ensure that rubbish is not burned or a fire started in any container.
- 6.11. The container must remain at the premises to which it was delivered unless written consent is received from DWS.
- 6.12. No lettering or advertising can be placed on or fixed to the container(s).
- 6.13. No alterations or adaptations may be made to any container without written authorisation from DWS.
- 6.14. You must ensure that the waste in the container is compatible and stable and that mixing them will not give rise to any hazard.
- 6.15. You will allow DWS or any person authorised by DWS, access to the container to inspect, test, adjust, repair or replace as required.
- 6.16. The container(s) must be maintained by You in a clean, hygienic and safe condition.
- 6.17. You will accept liability for the container(s) safe storage while at the premises.
- 6.18. You may be charged for any additional reasonable costs and expenses if failing to comply with the above conditions.
- 6.19. Compacted waste must not be placed in any DWS container.
- 7. CHARGES**
 - 7.1. You must promptly pay the charge(s) for the service specified on page one for the period covered by the invoice.
 - 7.2. You 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. DWS reserves the right to stop collections if any invoice remains unpaid after 35 calendar days. All services provided will remain on stop.
 - 7.4. You must inform DWS if Your 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 may be charged proportionately.
 - 7.6. DWS may, at any time, vary the charges or collections specified on page one by giving You at least 28 days' notice in writing.
 - 7.7. Dorset Council on behalf of DWS 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 Council
 - 7.7.2 DWS 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. DWS may terminate this agreement with immediate effect if;
 - 8.1.1 You commit or permit any breach of the terms of this agreement
 - 8.1.2 An act of bankruptcy, allows a receiver of Your assets to be appointed, enters 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 DWS on Your premises.
 - 8.2. You have the right to terminate this agreement on notice with immediate effect, if DWS commits or permits any breach of the terms in this agreement which cannot be rectified or has not been rectified within 3 months of notification.
 - 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 the payment option detailed on page one.
 - 8.4. 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 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, and the remaining conditions of this agreement shall, except where otherwise provided, remain in full force and effect.
- 9. REMOVAL OF CONTAINERS**
 - 9.1. When required/justified You agree and give consent for DWS to remove container(s) at the earliest convenience of DWS.
 - 9.2. DWS may not contact You to arrange or inform You when container(s) will be removed
 - 9.3. In the event DWS has justification to remove container(s) from a property (for example, as a result of cancellation of the service for any reason or repeated contamination), DWS 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 and if not left in this condition charges may be incurred.
- 10. DATA PROTECTION STATEMENT**
 - 10.1. The information You provide will be used by DWS 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. COMPLAINTS AND DISPUTE RESOLUTION**
 - 11.1. If You are dissatisfied with the service for any reason You may contact DWS Commercial Services Manager by emailing businesswaste@dorsetcouncil.gov.uk. If You are not satisfied with the response You may pursue Your complaint through the Dorset Council Complaints process. Details on the complaints process can be found on the Dorset Council website (www.dorsetcouncil.gov.uk) or You can write to the Complaints Team at Freepost, Business Reply Licence number RRYH-AGJZ-TRGG, Colliton Park, Dorchester, DT1 1XJ.
- 12. LIABILITY AND INDEMNITY**
 - 12.1. You shall indemnify DWS 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 Your premises and its use for the storage of any waste or Your compliance with or breach of the terms 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 DWS or its servants or agents.
 - 12.2. You shall be liable for and indemnify DWS against any loss or expense to any Container(s) or any damage caused to any Container at Your premises unless that damage is caused by DWS.

- 12.3. Except as provided in clause 12.4 below DWS shall not be liable to You 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 DWS (or its servants or agents) of the Service.
- 12.4. Clause 12.3 shall not apply in relation to:
- 12.4.1. any failure by DWS to provide the Service in accordance with the terms of this Agreement; and,
- 12.4.2. any deliberate or negligent act or omission of DWS or any of its servants or agents and in particular any negligent act or omission giving rise to death or personal injury.
- 12.5. Except as required by law or as ordered by the court DWS shall only be liable for defects in the Service which have been notified by You to DWS in writing within 14 calendar days after the date the relevant Service is delivered, (in the case of defects reasonably discoverable at the date of Service) or within 14 calendar days after the date of discovery by You of the defect (in any other case) subject to the provisions of Clauses 12.6, 12.7 and 12.8.
- 12.6. You shall give to DWS every opportunity to replace repair or rectify any alleged defect delay or failure in the Service.
- 12.7. DWS liability shall not exceed the sum of £1,000 in respect of any defect in or failure of the Service.
- 12.8. DWS shall in no circumstances be liable for consequential loss or damage of any kind.
- 12.9. Nothing contained in this Agreement is intended to affect nor will it affect a consumer's statutory rights.
- 13. FORCE MAJEURE**
- 13.1. 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.
- 14. VARIATION**
- 14.1. Except for and subject to clauses concerned with Charges and clause 14.2 the terms of this Agreement may only be varied with the signed written agreement of both parties.
- 14.2. DWS may direct any changes to the terms and conditions of this agreement which may be necessary to comply with any change in the law, DWS may increase or decrease the Charges to take account of the change in law. Condition 8.3 will apply if You do not agree to any increase or decrease in the Prices as a result of a change in law.
- 15. LAW**
- 15.1. All of the terms of this agreement are subject to the law of England and Wales at all times.
- 16. OTHER CONDITIONS**
- 16.1. Publicity – You shall seek written approval from DWS prior to the publication of any publicity where DWS is mentioned by You.
- 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.