

# TERMS OF AGREEMENT BROKERAGE



## DEFINITIONS

"We" & "Our" means J Witt Waste Recycling the trading name for J W Waste Recycling Ltd.

"You" & "Your" means the customer/client described as 'The Customer' in this document

## AGREEMENT

- 1.0 This contract will operate on a 12-monthly rolling basis from the start date overleaf. We require 2 months written notice within 30 days prior to the anniversary date (roll over date). You will not be notified when the contract is due to roll over, this is an automatic process.
- 1.1 Should you wish to terminate your contract before the end date and/or without the specified notice, you will be charged a termination fee of 40% of the remaining value of that of that contract (ie: 40% of what you would have paid from the cancellation date to the actual end of contract date, and at the service price specified at the time of termination).
- 1.2 These conditions apply to all bin contracts with the us. The booking, instruction to deliver or use of the bin (including placing of any object in the bins) by you or anyone acting on your behalf, whichever is earliest, indicates acceptance of these conditions. We may without prior notice collect the bins at any time should these conditions be breached.

## OWNERSHIP OF CONTAINERS

- 2.0 The waste containers remain the property of JW Waste Recycling Ltd at all times, you must not sell or dispose of them.

## INSURANCE AGAINST LOSS OR DAMAGE

- 3.0 You are responsible for all loss or damage to the container (except fair wear and tear) even if caused by acts or events outside of your control; you must therefore insure the bin against loss or damage.
- 3.1 Damage to the containers that is caused by you include without limitation, overloading of bins, storage in an unsuitable location, other objects or waste being placed on top, lids left open, waste being compacted inside in a bid to fit more waste inside, causing the bin to be overweight or splitting, will be chargeable to the you at the cost of a new replacement container.
- 3.2 Where we cause the damage to the container on the truck, we will replace the container. As stated in clause 3.2, if the bins are stored in what we deem an unsuitable location, resulting in us manoeuvring the containers across surfaces such as, although not limited to, uneven ground, gravel and chippings, up or down stairways, we are not responsible for the damage, and all costs for replacement containers will be passed onto the customer.

## BIN DELIVERY/COLLECTION AND REPLACEMENT

- 4.0 A bin delivery/collection charge of £25.00 will be charged for all journeys made by J Witt Waste Recycling to deliver or collect bins from your site. This charge is also applicable on bins being swapped or replaced due to up or down sizing services or damage caused by the customer.
- 4.1 The cost of a replacement bin after damage has rendered the bin unusable, are as follows:  
1100ltr: £187.00 + VAT  
660ltr: £127.00 + VAT  
360ltr: £87.00 + VAT  
240ltr: £57.00 + VAT  
1100ltr Metal Container: £307.00 + VAT

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- 5.0 You must ensure that only waste described in the described European Waste Code (found overleaf) goes in the container (e.g. no batteries, hazardous waste, WEEE etc).
- 5.1 If your bin is found to be contaminated you will be liable to pay a contamination fee, issued by our office.
- 5.2 You must not overfill the container and you must secure the lid with the lock.
- 5.3 If your service includes recyclables (e.g. glass, cardboard, paper etc), you must insure that nothing else is introduced to contaminate that waste. If recyclable

waste is mixed it becomes chargeable at the mixed waste rate, in line with our contamination fee rate.

## WEIGHT ALLOWANCES

- 6.0 The price stated on the contract covers your weight allowance for the waste described in the European waste code. If you have a bag/sack service you must ensure that the bags are securely knotted, these must be no heavier than 10kg. Additional weight over this allowance will be charged at 18p per kilogram. Weight ticket information will be available on request.

## ACCESS

- 7.0 If access to a container is unavailable, a return visit will be chargeable plus there will be a £25.00 wasted journey charge.
- 7.1 In circumstances where we are unable to service your container we will not be liable in any way for any delay or failure to perform our obligations, or any loss, damage or delay incurred by you resulting from circumstances beyond our reasonable control which will include, without limitation, labour disturbance, accident, failure of service, fire or flood, acts of God, obstruction to or on your site or location of bins, locked gates or entry points to site unforeseen or abnormal conditions or by any act or neglect on the part of the you. You, in these circumstances will be charged a normal rate for your collection.
- 7.2 It is assumed that there is a 24-hour 7 day access to containers, please inform us of any specific requirements or if this is not the case.
- 7.3 If we were unable to access your container due to a fault on our part, i.e., a vehicle breakdown, you are required to reschedule your collection.
- 7.4 If your site has had a missed collection, for any reason, you are required to phone the J Witt Waste Recycling office within 48hours to rearrange a collection. To not do so may result in no collection being rescheduled and you may still be charged.
- 7.5 You are required to inform the J Witt Waste Recycling office if your site is closed on any Bank Holidays. To not do so will result in you being charged a normal collection.

## PRICING

- 8.0 The price agreed is subject to variation. We will give at least 2 weeks written notice of any adjustment to prices. Any increases are generally due to circumstances beyond our control (e.g. landfill tax, fuel costs, business running costs etc)
- 8.1 Please be advised that all waste collection charges are still applicable even if your service provision is temporarily withdrawn for any reason, once payment has been made collections can resume.
- 8.2 If you notify us that a site that we service on your behalf is 'on stop', a bin rental of £0.20 per container, per day will be chargeable until we receive notification for you requesting further action.
- 8.3 No bins will be removed from site until the account has been cleared and brought up to date.
- 8.4 A Duty of Care charge is applicable to all site we service on your behalf.

## PAYMENTS AND LATE PAYMENTS

- 9.0 Your invoice should be fully paid within strictly 30 days of the invoice date. In the event of late payment (including under-payments) we reserve the right to charge an administration fee of £15.00 for each invoice (issued monthly) not paid on time. In addition, we also reserve the right to charge interest at 10%. Your service may also be interrupted until the full payment (including any charges and/or interest) is received in full.
- 9.1 All invoices must be paid via direct debit or BACS transfer. All customers are invited to enrol on our direct debit scheme through GoCardless.

## HOLIDAYS

- 10.0 Any holidays or site closure (for whatever reason) will still be charged at a weekly rate.

## COLLECTIONS

- 11.0 Collections must be rearranged by you within 48 hours of original schedule.

Skips • Weighbridge • Waste Transfer Station • Domestic Waste Recycling • Commercial Waste Recycling

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