

# APPLICATION FOR Commercial Waste Agreement



## OFFICE USE ONLY

Account No:	Bin No:
Weekly waste charge:	Merit No:
Weekly recycle charge:	Invoice frequency:

## Invoice details

Company Name:

ABN/ACN:

Address:

Suburb:  State:  Post Code:

Phone:  Mobile:

Account contact:  Phone/mobile:

Email address:  Email invoices/statements:  Yes  No

## Service details

Service address:  Trading name:

Type of business:  Collection point:

## Garbage service

Bin size	<input type="checkbox"/> 240L mobile bin	<input type="checkbox"/> 660L bin	<input type="checkbox"/> Blue bags				
Frequency & no:	<input type="checkbox"/> Sun	<input type="checkbox"/> Mon	<input type="checkbox"/> Tue	<input type="checkbox"/> Wed	<input type="checkbox"/> Thu	<input type="checkbox"/> Fri	<input type="checkbox"/> Sat

## Co-mingled recycle service

Bin size	<input type="checkbox"/> 240L mobile bin	<input type="checkbox"/> 660L bin	<input type="checkbox"/> Green Waste (240L)	<input type="checkbox"/> Green Waste (660L)			
Frequency & no:	<input type="checkbox"/> Sun	<input type="checkbox"/> Mon	<input type="checkbox"/> Tue	<input type="checkbox"/> Wed	<input type="checkbox"/> Thu	<input type="checkbox"/> Fri	<input type="checkbox"/> Sat

Service start date:

CM reference: D24/113078 | Last updated: 14/10/2024

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### Postal address

PO Box 9, Bondi Junction NSW 1355  
ABN 12 502 583 608

### Waverley Council Service Centres

Bondi Junction Customer Service Centre, 55 Spring St, Bondi Junction NSW 2022  
Bondi Pavilion Customer Service, Queen Elizabeth Drive, Bondi Beach NSW 2026

W [waverley.nsw.gov.au](http://waverley.nsw.gov.au)

E [info@waverley.nsw.gov.au](mailto:info@waverley.nsw.gov.au)  
T (02) 9083 8000

You can contact us through the **National Relay Service** if you are deaf or have a hearing or speech impairment.

**Translating and Interpreting Service (TIS)**  
131 450

**TTT/Voice Calls**  
133 677

**Speak & Listen**  
1300 555 727

## Authority

The following details are to be completed and signed by the Proprietor, Manager or Director:

Title:  Mr  Mrs  Ms  Other

Full name:

Residential address:

I have read, understood and agree to the terms and conditions of this agreement as stated overleaf

Signature:

Date:

## Terms and conditions

All Customers must adhere to the following Terms and Conditions. Waverley Council offices will monitor compliance with these requirements and notices or fines may be issued for non-compliance. Equipment supplied remain the property of Waverley Council and must not be removed from the premises without our permission.

### 1. Agreement

- 1.1. This Agreement is known as the Waverley Council Commercial Waste Services Agreement (the Agreement).
- 1.2. This Agreement is governed by the law in force in New South Wales.
- 1.3. Any person or business requesting Waverley Council to collect and dispose of commercial waste (a Customer) shall complete an Agreement.
- 1.4. Fees charged by Council under the terms of this Agreement shall be approved fees determined in accordance with the provisions of Section 608 of the Local Government Act 1993.
- 1.5. This Agreement will continue until fourteen (14) days after written notice of termination is forwarded by the Customer to Waverley Council or by Waverley Council to the Customer. The bins must be available to be collected by council on the date of termination of this agreement.
- 1.6. The Customer shall be responsible for the payment of the approved fees up to and including the period of any termination notice.
- 1.7. Council reserves the right to vary this agreement at any time, with 14 days notice in writing of the proposed variation of the agreement.
- 1.8. Requests by the Customer for short term variations or to change the Agreement must be lodged by fax / email to Waverley Council for approval or a new Agreement signed.

### 2. Accounts

- 2.1. Invoices will be issued by Council, monthly/quarterly/yearly in advance or as otherwise specified.
- 2.2. Fees shall be due and payable within fourteen (14) days of the date of the invoice, failing which Council may without notice cease to provide the service to you.
- 2.3. Any expenses, costs or disbursements incurred by Waverley Council in recovering any outstanding monies include debt collection fees and solicitor costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that Debt Collection Agency / Solicitor / Court plus any out of pocket expenses.
- 2.4. Council may increase the Service fee at any time.
- 2.5. A charge may be applied for the delivery / removal of bin(s).
- 2.6. If you do not require Council to service any bins for a specified period, you will not be charged a service fee for the period, provided you give Council 14 days advance notice in writing.

### 3. Collection service

- 3.1. Waverley Council will provide the customer with a collection service for commercial waste in accordance with the service details requested by the Customer and specified within this Agreement.
- 3.2. Waverley Council will supply to the Customer a clearly identified waste container(s) for the presentation of waste material for collection. Council shall be entitled to refuse collection or to charge an additional fee for the collection of material not presented within an issued and identified waste container.

- 3.3. The Customer will be responsible for the placement of issued identified waste container(s) at the agreed collection point on the appropriate collection days specified within the service details of the Agreement.
- 3.4. The Customer agrees to use the Commercial waste /recycle bin(s) only for its proper and intended purpose. Provide access to the commercial waste/recycle bin(s) as is reasonably required to enable Council to provide a safe and efficient service. Maintain the cleanliness of the commercial waste/recycle bin(s) and keep in good working order.

#### **4. Recycling**

- 4.1. Waverley Council will, on request from a Customer, provide a service for the collection of co-mingled recycle material in addition to a service for the collection of commercial waste. The Customer shall comply with any reasonable request from Council in relation to the presentation and method of collection of recycling material.
- 4.2. Polystyrene and waxed cardboard boxes are not recyclable and must be placed in the bins provided for commercial waste

#### **5. Presentation of waste**

- 5.1. The Customer will be responsible for the correct presentation of waste at the agreed collection point. This means that any waste container, recyclable material and/or Council approved 'blue bags' must be neatly positioned at the agreed collection point, either:
  - 5.1.1. after close of the Customer's business on the evening prior to collection, or
  - 5.1.2. before 5.30am on the morning of the collection date.
- 5.2. The Customer will be responsible for returning the empty waste container(s) to within the Customer's property, no later than 10.00am on the collection day.
- 5.3. Any bins, bags or other waste placed on or near the collection point outside of the hours mentioned in items 5.1 and 5.2 will be classified as litter. Customers are reminded that littering may incur an on the spot fine in accordance with the local Government Act Regulations
- 5.4. Bins must not be overfilled. The lids of the bins must be closed when presented for collection.
- 5.5. Milk crates, bread trays and cooking oils must not be stored on the road, footpath or in a laneway at any time. This will be regarded as illegal dumping and may result in the issuing of a Clean-up notice, which may incur an administration fee.
- 5.6. Commercial waste and recycle does not include building materials, sawdust, materials containing asbestos, chemical, medical or hazardous waste or cooking oils. None of these materials can be placed in the bins provided. Please organise the removal of these by a suitably accredited contractor.
- 5.7. Council can refuse to empty bins not presented on the correct day, overflowing or containing items noted in clause 5.6 as not authorised for placement in that bin.
- 5.8. The Customer must indemnify Council against all and any cost, loss or damage incurred or suffered by the Council as a result of a breach of clause 5.6.

#### **6. Street litter bin**

- 6.1. The Customer is reminded that placing of commercial waste in street litter bins is prohibited and may incur a fine under Section 632(1) of Local Government Act, 1993, "Fail to Comply with a Notice in a Public Place".

## **Privacy notice**

Waverley Council (55 Spring Street, Bondi Junction NSW 2022) is collecting and holding your personal information for the purpose of processing your request or application. The intended recipients of your personal information are Council officers and other service providers necessary to process your request or application, if applicable. We will not disclose your personal information to anybody else unless you have given consent, or we are authorised or required to do so by law. If you do not provide your personal information, we may be unable to process your request or application. To access or correct your personal information, please contact [info@waverley.nsw.gov.au](mailto:info@waverley.nsw.gov.au) or call 9083 8000. For further details on how Council manages your personal information, please refer to the Privacy Management Plan on our website:

[waverley.nsw.gov.au/privacy](https://waverley.nsw.gov.au/privacy)