



AGREEMENT FOR PROVISION OF COMMERCIAL BIN SERVICES

PARTY1

Camden Council

PARTY2

(Property owner)

Agreement for Commercial Bin Services

Dated:

PARTIES

1. **CAMDEN COUNCIL** of 37 John Street, Camden in the State of New South Wales (referred to in this Agreement as "**Council**").
2. **THE PARTY REFERRED TO IN ITEM 1 OF THE SCHEDULE** (referred to in this Agreement as "the **Applicant**").

BACKGROUND

- A. Council provides commercial waste bins (called waste bins) to the proprietors of various properties in the Camden local government area.
- B. The Applicant is located in the Camden local government area and wishes to obtain a waste bin from Council.
- C. Council has agreed to provide a waste bin to the Applicant on certain conditions.
- D. Council and the Applicant have reached agreement in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

1. PROVISION OF THE WASTE BIN

On the date of this Agreement (referred to in this Agreement as "the **Date of Commencement**") Council agrees to provide to the Applicant at no cost the commercial bin described in **Item/s numbered** in **Item 2** of the Schedule (referred to in this Agreement as "the **Bin**").

Council and the Applicant agree that title to the Bin at all times remains with Council.

2. STORAGE OF WASTE IN THE BIN

- 2.1 Council and the Applicant agree that the Applicant may store waste in the Bin (referred to in this Agreement as “the **Waste**”). Waste is more particularly described in **Item 4** of the Schedule.
- 2.2 Council will notify the Applicant from time to time of any Waste that it deems unacceptable for storage in the Bin. The Applicant agrees that it will not store in the Bin waste that Council has deemed unacceptable. **Unacceptable waste** is more fully described in **Item 5** of the Schedule.
- 2.3 The Applicant agrees that if **unacceptable Waste** is stored in the Bin then Council may, in its absolute discretion and without prejudice to any other right it may possess, refuse to collect Waste from the Bin and/or repossess the Bin from the Applicant.

3. COLLECTION OF WASTE STORED IN THE BIN

Council or its sub-contractor or agent will collect the Waste stored in the Bin at such times as it deems fit in its absolute discretion. Council agrees that it will provide reasonable notice to the Applicant of the times at which it, or its sub-contractor or agent will collect the Waste.

4. CONSIDERATION FOR COLLECTION OF WASTE

- 4.1 In consideration for Council collecting the Waste, the Applicant agrees to pay to Council the annual fee referred to in **Item 3** of the Schedule (referred to in this Agreement as “the **Fee**”).
- 4.2 The Applicant acknowledges and agrees that Council may alter the Fee from time to time at its absolute discretion, as published in Council's schedule of fees and charges adopted as Council's Management Plan.

5. OBLIGATIONS OF THE APPLICANT

The Applicant must:

- (1) Pay the Fee;
- (2) Comply with any directions of Council under clause 2 of the Agreement;
- (3) Consent to Council's vehicles or any vehicles authorised by it to enter upon the land of the Applicant for the purpose of collection of Waste stored in the Bin;
- (4) Ensure that the Bin is placed in a safe, secure location on the Applicant's property;
- (5) Ensure that the Bin is placed on a level and sealed hard stand area in such a position that it is accessible by Council's collection vehicle;
- (6) Ensure that the Bin is placed for collection of Waste in a position that will enable Council, its sub-contractor or agent to collect the Waste without risk of damage to person or property;
- (7) Take reasonable care to ensure that the Bin is not damaged or destroyed; and
- (8) Provide an all weather heavy vehicle access to the Waste Bin site.
- (9) Ensure that Council is notified of cancellation of service or vacation of premises.

6. NON-COLLECTION OF WASTE

The Applicant agrees that Council has the right to refuse to collect the Waste from the Bin where the Applicant has breached any of the obligations contained in clause 5.

7. REPLACEMENT OF THE BIN

- 7.1 Council and the Applicant agree that Council will only replace the Bin at no cost to the Applicant where, in the opinion of Council, the Bin, as a result of reasonable wear and tear, is no longer able to safely or effectively store Waste for collection and this state has not been contributed to by the Applicant.
- 7.2 In all other circumstances the Applicant acknowledges and agrees that a replacement Bin will only be provided where the Applicant has agreed to bear the cost of the provision of such Bin.

8. INDEMNITY

- 8.1 The Applicant agrees that from the date of commencement it will indemnify and hold harmless Council against any claim, demand or action (of whatever nature) brought against Council by any person or entity in respect of the provision of the Bin or the provision of Waste collection services or damage to road surfaces.
- 8.2 Council agrees that the benefit of the indemnity contained in this clause will be lost in circumstances where the claim, demand or action arises out of the negligent act or omission of Council, its employees, sub-contractors or agents.

9. ASSIGNMENT OF RIGHTS

- 9.1 The Applicant agrees that Council may assign any of the obligations or rights conferred on it under this Agreement to such other person as Council in its absolute discretion may decide.
- 9.2 The Applicant agrees that it may not assign any of the obligations or rights conferred on it under this Agreement to any other person or entity without the prior written consent of Council. The Applicant further agrees that Council may in its absolute discretion (irrespective of whether such discretion is exercised reasonably or otherwise) refuse to grant consent to the assignment of the Applicant's interest in this Agreement.

10. TERMINATION OF THE AGREEMENT

Either party shall have the right to terminate this Agreement by giving the other party at least fourteen (14) days written notice whereupon this Agreement shall be thereby terminated.

11. ADMINISTRATIVE PROVISIONS

- 11.1 This Agreement is governed by the law in force in the State of New South Wales. The parties submit to the non exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeal from those courts in respect of any proceedings in connection with this Agreement.

SCHEDULE

Item 1: Registered Proprietor

Name of Business:

(please print)

Address of Business:

(please print)

Post Address:

Post Code:

Business Owner:

(please print)

Contact Phone Number: _____

Mobile Number: _____

Fax: _____

Property Owner:

(please print)

Contact Phone Number: _____

Mobile Number: _____

Fax: _____

Item 2: Classification/Description of the bin to be provided by Council (clause 1)

(Please Circle)

(Please indicate)

2.1 240L Garbage bin Quantity:

2.2 360L Garbage bin Quantity:

2.3 660L Garbage bin Quantity:

2.4 1100L Garbage bin Quantity:

2.5 240L Recycling bin Quantity:

2.6 360L Recycling bin Quantity:

2.7 660L Recycling bin Quantity:

2.8 1100L Recycling bin Quantity:

2.9 Commercial 3 Bin Service – Quantity:

- 1 x 240L Garbage
- 1 x 240L Recycling
- 1 x 240L Greenwaste

Item 3: Annual fee for collection of the Waste (clause 4).

Currant Fees and charges are available from Camden Councils website at www.camden.nsw.gov.au

Item 4: Definition of Waste

Waste includes general garbage, putrescible garbage, recyclable paper, co-mingled (eg: glass bottles, aluminum steel cans and specified plastic containers).

Item 5: Definition of Unacceptable Waste

Unacceptable Waste includes liquid Waste, hazardous or clinical Waste, green Waste, engine components and building materials.

EXECUTED AS AN AGREEMENT.

Execution by Council:

Signed for and on behalf of)
Camden Council)
)

Execution by Applicant:

Execution by Natural Person.

SIGNED SEALED and)
DELIVERED by the said)
Applicant as described in)
Item 1 of the Schedule in the)
presence of:)

Applicant

Witness

Execution by Company:

Signed for and on behalf of)
)
in the presence of:)

Director

Director/Secretary