



Non Notifiable Waste Collection Agreement/Transfer Note

Fresh Start Waste Services Ltd
Scott House, 114 Higher Green Lane, Astley, Manchester M29 7JB

Accounts

Carriers registration number CB/RN5410TP
Issued by: EA N.W Region

Account No:	
Contract No:	
Sic Code	56102

Company name: DJR FOOD AND BEVERAGE LIMITED

Trading as: FLAWD WINES

Or full name of proprietor/partner:

Invoice address: Mansion House, Keepers Quay, Lockyard Lane, Manchester

Postcode: M4 6GP

Invoice contact: Richard Cossins / Joseph Otway

Email: djrfoodandbeverage@gmail.com

Tel: 07900588801

Ltd 12389612



PLC

☐

Limited Liability Partnership (LLP):

☐

Sole Trader:

☐

Partnership:

☐

Proprietor/partner home address:

Postcode:

Service Schedule

Order No:	
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Collection site address: as above

Postcode:

Contact name:

Email:

Tel:

Mobile:

TYPE	SIZE	QTY	WASTE TYPE	COLLECTION FREQUENCY	DELIVERY DATE	CHARGE PER BIN / LIFT	KGS ALLOWED PER BIN	EXCESS PKG	RENTAL PER BIN / DAY	DEL / COL FEE
EB	660	1	GW	x 1pw	asap	£10.65	40kg	16p	0	free
EB	660	1	DMR	x 1pw		£7.95	25kg	14p	0	
WB	240	1	FOOD	x 1pw		£7.50	80kg	n/a	0	
WB	240	1	GLASS	x 1pw		£4.50	65kg	n/a	0	

Duty of care fees per day: £ 0.00

Unless otherwise specified, general waste empty charges are based upon a container weight allowance of 55kg m³ 40kg

Bulk Disposal – tonnage rates

General waste £ Food waste £ Other:

Wood waste £ Green waste £

Notes / Conditions

Bin Location

Longitude: 53.483150,

Latitude: -2.223165

Issue Ref: FS0005



Bin cleaning

Container type:

Quantity:

Clean frequency:

Rate / container:

Clean freq: 1 = weekly, 2 = monthly, 3 = bi-monthly, 4 = twice year, 5 = yearly

Access

Closed Bank Holidays

yes

no

Restricted access times

yes

no

Key / fob access

yes

no

Invoice term

..... weeks in advance:

Initial service period

104..... week(s)

Electronic invoicing

Email address (tick if yes)

Standard credit*:

Direct Debit:

*Standard credit means payment is due at the end of the month of service plus 20 days.

Waste schedule

(waste types described by the European Waste Catalogue)

Producer: FLAWD WINES

Waste process: BAR

Transfer note from: 27/08/21

to: 31/01/22

☒ Paper/cardboard 20.01.01

☐ Wood 20.01.38

☒ Glass 20.01.02

☐ Textiles 20.01.11

☒ Small plastics 20.01.39

☒ Catering waste 20.01.08

☒ Small metals (cans etc) 20.01.40

☒ Mixed municipal waste 20.03.01

Pre-treatment declaration

(Environmental Permitting (England & Wales) Regulations 2007)

Do you currently segregate your waste? Yes (if yes complete next section) No

Which items of waste generated on site are currently recovered or recycled?

☒ Paper

☐ Greenwaste

☒ Cardboard

☐ Wood

☐ WEEE

Other

☒ Metal

☒ Glass

☒ Food

☒ Plastic

☐ Other

Waste Management Hierarchy

Prevention

Preparing for reuse

Recycling

Other recovery

Disposal

I confirm that I have fulfilled my duty to apply The Waste Hierarchy as required by regulation 12 of the England/Wales Regulations 2011.

Health & safety

Is there clear access?

Yes

No

Is the area well lit?

Yes

No

Does the vehicle have to reverse in/out of the site?

Yes

No

Are there any overhead cables or narrow gateways?

Yes

No

Tarmac/gravel/cobbles etc?

Yes

No

Is the vehicle in view of operatives when waste is being collected?

Yes

No

Does the collection involve excess walking?

Yes

No

Site plan

SERVICE NOTE

"FOB ACCESS USING BIN STORE ON LOCKYARD LANE AT SIDE OF BUSINESS"

Notes and conditions

Authorisation

Unless otherwise agreed, the initial service period will be for 104 weeks. Fresh Start terms and conditions to apply.
Terms and conditions shown on reverse.

Signature: (supplier): <i>Sean Martins</i>	Signature: (customer): <i>Richard Cossins</i>
Print name: Sean Martins Printed Martins (Aug 27, 2021, 10:16am)	Print name: Richard Cossins Printed Cossins / Joseph Otway (Aug 28, 2021, 12:48pm)
Position: Commercial Manager	Position: Director
Date: 27 Aug 2021	Date: 28 Aug 2021



Instruction to your bank or building society to pay by direct debit

Fresh Start Waste Services Ltd
Scott House, 114 Higher Green Lane, Astley, Manchester M29 7JB

Originators identification number:

558206



Customers account details:

Account name:

Bank/building society:

Branch address:

Postcode:

Sort code:

Account number:

Direct debit details

Reference:

Confirmation

Please pay Fresh Start Waste Services direct debits from the account detail detailed in this instruction subject to the safeguards assured by the direct debit guarantee. I/we understand that this instruction may remain with Fresh Start Waste Services and, if so, details will be passed electronically to my bank/building society.

Customer signature(s)

Date



Direct debit guarantee

The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation.

Terms of Business

We, at Fresh Start Waste Services Limited, agree to supply a service to you only on the following conditions:

1. An agreement will be deemed to be in place between both parties as of the authorisation date printed overleaf. Unless otherwise agreed in writing, the agreement shall continue for the initial service period which will be 104 weeks from the contract anniversary date, i.e. the date when service commenced and, after that, the term of the agreement shall automatically extend for a further period equal to the initial service period ("extended service period"). Such extension will occur automatically at the end of the initial service period, and at the end of each extended service period, unless and until this agreement is either (i) terminated by you in accordance with clause 2, or (ii) terminated by Fresh Start Waste upon not less than one month's notice in writing to you, or in accordance with clause 36.
2. In the event that you wish to terminate this agreement after the commencement date, then you must provide notice in writing to Fresh Start Waste Services Ltd no less than three and no more than six calendar months before the end of the initial service period or relevant extended service period.
3. You agree that for the duration of the working relationship, Fresh Start Waste Services are to be your exclusive supplier of services in respect of those wastes referred to under the service schedule, waste schedule or both.
4. In the event that the contracted business has been sold, all contract terms and conditions will remain in place until such time as the agreement has been successfully novated to the new owners of the business and a replacement contract has been authorised.
5. The Prices quoted are exclusive of VAT for which you will be charged.
6. Fresh Start Waste Services Ltd have the right to amend charge rates by giving not less than 10 calendar days notice, should:
 - 6.1 You exceed any agreed weight allowance or supplier costs rise:
 - 6.2 You amend your instructions after we start collections:
 - 6.3 You ask us to expedite collections.
7. Should the weight of any wheeled bin serviced as part of your service schedule, regularly exceed the weight of 130kg, then Fresh Start Waste Services reserve the right to reevaluate your container/collection requirements going forward.
8. If you exceed any weight allowances, Fresh Start Waste Services reserve the right to charge for all excess waste collected, weighed and disposed of, at a kilo rate.
9. If you breach the agreement by failing to issue and honour the required termination protocol, then you agree to pay liquidated damages of 40% of the aggregate empty charges, rental fees and duty of care charges, which would be paid between the date services end, and the contract anniversary date.
10. We will provide a service to you in a proper and efficient manner. Time of performance shall not be of the essence.
11. All reasonable requests to make an amendment to an existing service schedule will not be unreasonably withheld.
12. We reserve the right to make changes to the times and dates of the provision of service in order to meet our operational requirements and in order for us to develop and improve our service to you and where possible you will be given notice thereof.
13. We will at all times collect waste in accordance with the Environmental Protection Act 1990 or any statutory modification thereof for the time being in force.
14. We will ensure that the waste as described by you is deposited at a licensed site.
15. We shall not collect any loose waste from the premises.
16. Our policy is to collect containerised waste. In order to avoid breaching environmental legislation and taking into account the need to leave your premises in a clean and tidy condition we shall remove occasional excess waste but at an additional cost to you.
17. If removal of excess waste occurs on a regular basis we reserve the right to review your container requirements.
18. You must ensure that you, your employees or agents at all times comply with any health and safety legislation that is in effect as well as the Environmental Protection Act 1990 or any statutory modification thereof at the time being in force.
19. You will not include contaminated waste or include a waste which requires notification under the Special Waste Regulations 1980 (or any subsequent regulations) with the waste described by you and being collected by us.
20. You will ensure that all waste containers are safely sited and not overfilled thus preventing lids from fully closing, or containing unsuitable wastes such as building rubble, soil, concrete and similar wastes.
21. Should waste containers be contaminated with inappropriate or incorrect materials, Fresh Start reserve the right to have this waste removed by the correct collection vehicle and charge accordingly.
22. Ownership of and responsibility for the waste will be vested with you until such time as we remove the waste.
23. You will allow us unhindered access to the equipment supplied in order for us to perform our obligations under this agreement failing which we will be entitled to suspend the service pending proper access to the equipment.
24. You agree to reimburse us the full cost of the scheduled container empties not collected on your premises due to, but not limited to, failure by you to provide unrestricted access to us pursuant to clause 18 above, or third parties instructed by us restricting access to our equipment, or your premises, and when you fail to pre-notify us of a site closure due to a public holiday, bank holiday, local holiday, or any other reason whatsoever.
25. Any lifts that we provide in addition to what is provided in the schedule will be charged to you at a pro rata rate.
26. All equipment supplied by us remains our property and you agree to indemnify us for any loss or damage whatsoever and howsoever arising whilst our equipment is on your premises.
27. We reserve the right on termination of this agreement for whatever reason to charge you for the actual costs of any refurbishment of equipment supplied by us to you. This charge is subject to a minimum of £50 plus VAT for a wheeled bin, and £150 plus VAT for a FEL container.
28. You shall allow our personnel to repair, move, remove or inspect the equipment. We reserve the right to charge you for repairs or replacement cost for repeated misuse by you of the equipment.
29. You should not deface or remove any markings or indications attached to the equipment showing the ownership thereof.
30. You will provide such routine cleaning as is necessary to maintain the equipment in a sanitary condition.
31. You must at all times use your best endeavours to ensure that the equipment is situated in a safe place without causing obstruction or danger to any person or third party failing which you will be indemnify us against any claim.
32. If death or personal injury is caused by our negligence we will indemnify you. Otherwise our liability is limited to the guarantee in the following clauses.
33. In respect of any other loss:
 - 33.1 We are not liable.
 - 33.2 You will indemnify us against it.
 - 33.3 You will insure against it.
34. In respect of any consequential loss:
 - 34.1 We are not liable.
 - 34.2 You will indemnify us against it.
 - 34.3 Will insure against it.
35. Given the value of the work involved we both agree that it is not practical to issue work tickets to obtain signatures for service performed and you shall accept our records as proof of service. However if you require proof of service then we will do so at a cost of £12.00 on each and every occasion or for any subsequent copy thereof.
36. We have the right to terminate this agreement:
 - 36.1 If you commit any breach of the terms hereof and fail to remedy such a breach within 14 days of a written notice to do so.
 - 36.2 If a receiver is appointed over part or all of your assets and an order is made or a resolution is passed for your winding up or you become subject to an administration order.
37. Any termination of this agreement shall be without prejudice to the accrued rights by the party.
38. This agreement is personal to you and cannot be assigned without our prior written consent. However we may assign or sub-contract any part of this agreement to any person.
39. Any variation of these conditions is invalid unless we accept it in writing, and these conditions shall prevail over any you seek to impose.
40. In the event that any conditions in your order conflict with these conditions the latter shall prevail.
41. If any of these conditions is held to be invalid or unenforceable that will not affect the validity and enforceability of the rest.
42. Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing these conditions.
43. You will not hold us liable for any cost incurred for failure or delay in service due to circumstances beyond our reasonable control.
44. Disputes relating to or incidental to these terms shall be referred to a single arbitrator under the Arbitration Acts 1950 to 1996. If the parties fail to agree on an arbitrator he/she shall be nominated by the President for the time being of the Manchester Law Society on the application of either party.
45. Our dealings with you are governed by English law and come within jurisdiction of the English Courts.
46. Should a Christmas Day or New Years Day service be required and available, then this will be charged at standard lift rate plus 50%.
47. Fresh Start reserves the right to complete credit checks for both Limited companies and sole traders through approved software, such as Experian or Creditsafe.

Payment Schedule

1. When "standard credit" terms are agreed with us you shall remit payment to us no later than the 20th day of the month following the issuing of an invoice
2. When terms are agreed with us you shall remit payment to us prior to the commencement of the period of service.
3. When "direct debit" terms are agreed with us you will receive a monthly invoice in arrears with the amount due being transferred to our account by no later than the 20th of the month.
4. If you do not pay us on the due date agreed between us you will pay:
 - 4.1 Interest on the outstanding balance at the rate applicable to judgement debts (both before and after any court judgement):
 - 4.2 £25 for a non payment of a direct debit.
 - 4.3 £6 for each reminder, letter, fax, phone call and statement sent.
5. No cash deposits taken, refundable or otherwise.



Fresh Start Waste Services Ltd

**Scott House, 114 Higher Green Lane, Astley,
Manchester M29 7JB**

Tel: 0808 178 1966 | Fax: 0845 277 0488

Registered in England 5762485



Issuer Fresh Start Waste Services

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Parties involved with this document

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Date	Action
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