

APPLICATION FOR COMMERCIAL WASTE SERVICE

Property Address:

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Assessment Number:

(As shown on last Rate notice)

OR Property Owners Name

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Business Name:

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Contact Name:

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Phone Number:

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Postal Address:

If different from property address.

For correspondence concerning collection only.

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Number of Bins Required:

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Service Termination Date:

If not indefinite service

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Additional Comments:

Is your company responsible for payment of Council fees and charges for the property? Yes No

If no please attach written agreement of provision of the service from the property owner (see over)

Privacy Statement

Council respects all personal and confidential information you give and will do everything possible to protect information from unauthorised access, loss or misuse. Information collected from you is required for the delivery of Council services in accordance with Council's powers, functions and purposes under the local government act 1989 and other relevant legislation. It may also be used by Council to conduct research and customer satisfaction surveys so that we may better understand community needs and can improve service delivery. Should you need to change or access your personal details, please contact Customer Service on (03) 9490 4222.

I agree to the terms and conditions of service and understand that the information provided above will be used in accordance with relevant legislation and declare that this information is correct to the best of my knowledge.

Signature of Applicant: Date: / /

Please complete and return this application to:

**Commercial Waste Service
Banyule City Council
PO Box 51
Ivanhoe 3079**

or Fax to: **(03)9499 6479**

Conditions of Service

Definitions

"Contract" means these Conditions of Service and any other written terms specific to the service.
"Customer" means the organization that has applied for the service under the terms of this Contract.
"Principal" means Banyule City Council.
"Collector" means the driver of the Principals collection truck.
"Service" means the provision of waste collection.

1. Terms of Payment

- 1.1. The Customer agrees to pay the Principal service charges at the time and in the manner specified by the Principal or, if not specified, within thirty days of a relevant tax invoice without set-off or demand. The Principal may at its option render tax invoices to the Customer at the commencement or completion of the service period or periodically throughout the hire period.
- 1.2. Where any service charge becomes overdue, any unpaid service charges immediately become due and payable by the Customer to the Principal.
- 1.3. The Principal reserves the right to terminate the service where the Customer has not met any of its obligations under this Contract.
- 1.4. If the Customer does not make payment to the Principal pursuant to clause 1.1 interest on the unpaid amount shall be charged at the prescribed rate for that year as provided by the Penalty Interest Act 1983 until the whole of the amount, including interest, has been paid.

2. Customer's Obligations

The Customer will:

- 2.1 Pay all service charges or amounts that may become due and payable to the Principal under the terms of this Contract.
- 2.2 Provide clear and safe access to bins for collection purposes. The Collector will have sole discretion in determining whether access provided is clear and safe. Where the Collector has concerns, waste will not be collected. Bins must not be overloaded.
- 2.3 Wherever possible provide secure storage for bins provided by the Principal. Bins remain the property of the Principal.

Property Owners Agreement

Not required if tenant is responsible for payment of Council fees and charges.

I, being the owner of the property
Please Print

at

have read the terms and conditions of Banyule's Commercial Waste Service and agree that a waste service can be provided to this property.

Signed: Date: