

# **KWD Recycling**

## **General Domestic Terms & Conditions**

### **DEFINITIONS:**

- 1.1 “KWD Recycling” means Killarney Waste Disposal T/A KWD Recycling, the provider of the domestic waste collection service.
- 1.2 “Customer” means the consumer to whom the Service is provided.
- 1.3 “Service” means the collection by KWD Recycling of domestic waste in Bins provided by KWD Recycling.
- 1.4 “Bin” or “Bins” mean waste receptacles provided by KWD Recycling for the purposes of provision of the Service and shall include any receptacles provided for Mixed Waste, Dry Recyclable, Food Waste, Glass or other waste receptacle as from time to time may be provided to the Customer by KWD Recycling.
  - 1.4.1 “Food Waste Bin” means a Bin which has the word “Compost” or the letters “CT” on the label attached to it.
  - 1.4.2 “Mixed Waste Bin” means a Bin which has the word “Refuse” or the letters “RE” on the label attached to it.
  - 1.4.3 “Dry Recyclable Bin” means a Bin which has the word “Dry Recyclable” or the letters “DR” on the label attached to it.
  - 1.4.4 “Glass Bin” means a Bin which has the word “Glass” or the letters “GL” on the label attached to it.
- 1.5 “Bin Recovery and Account Termination Charge” means a charge payable by the Customer on termination of the contract pursuant to Clause 22.1. The charge reflects the actual expenditure in respect of recovery of all empty Bins in the possession of the Customer but will not exceed €70.00, which reflects the average recovery cost being €30.00 (which includes Bin sanitation cost) and immediate Account Termination administration fee of €40.00 which will not apply if 30 days Account Termination notice is given and all bins are empty on recovery.
- 1.6 “Bin Replacement and Attempted Recovery Charge” means a charge payable by the Customer on termination of the Contract by either party if the Customer does not allow KWD Recycling to recover possession of the Bins (pursuant to the Customer’s agreement in Clauses 6, 7, and 21). This charge will reflect the fees chargeable in respect of replacing the Bins (as set out in Clause 4) as well as any actual expenditure in respect of attempted Bin recovery (any charge for attempted Bin recovery will not exceed €30.00). The maximum Bin

Replacement and Attempted Recovery Charge possible is €120.00 (€90.00 in respect of replacement of all three bins (*i.e.* €30.00 each) and € 30.00 in respect of attempted recovery).

- 1.7 “Bin Recovery Charge” means a charge payable by the Customer on termination of the contract in certain circumstances. The charge reflects the actual expenditure in respect of recovery of all empty Bins in the possession of the Customer but will not exceed €30.00. An additional charge of €40.00 will apply where any or all of the bins are full of waste.
- 1.8 “Credit Balance” means any sums pre-paid to KWD Recycling by the Customer, for a portion of the Service not yet provided by KWD Recycling. This includes:
  - (a) Any sum paid towards the Service in relation to Bins that have not yet been collected by KWD Recycling.
  - (b) If a charge is payable and has been paid in advance, or, if payable in installments, any sum or part of a sum paid that corresponds to payment in respect of a month that has not yet started.
- 1.9 “Payment” means any or all payments due to KWD Recycling by the Customer in respect of the Service.
- 1.10 “Out of Service Account” means an account that is unpaid and overdue by 7 working days or more.
- 1.11 “Skip Bag” is a bulk waste recovery bag provided by KWD Recycling.

**BIN USAGE:**

2. The Customer accepts, acknowledges and agrees that only domestic waste will be accepted in the Mixed Waste Bins. No hot ashes or hazardous waste shall be placed in any of the Bins and KWD Recycling will not collect any items, which are not contained within the Bins provided. The Customer accepts and acknowledges that it will use the Bins at its own risk
3. The Customer shall ensure that the Bins are left outside on the footpath the night before the day of collection. Bins not left out on time will not be collected until the following scheduled service day. The Customer is responsible for the location of the bins and all consequences arising from such location in the event that they are damaged or cause loss or damage to a motor vehicle, person or otherwise. It is the responsibility of the Customer to take in the Bin immediately after the Bin has been emptied by KWD Recycling.
4. The Customer accepts, acknowledges and agrees that it will keep the Bins clean and in good substantial repair and condition. The Customer accepts, acknowledges and agrees that, if any Bin, provided by KWD Recycling, is lost, damaged or stolen, the Customer will be liable to pay to KWD Recycling a replacement fee of €30.00 per Bin (The customer acknowledges that all Bins

currently being collected by KWD Recycling are the property of KWD Recycling).

- 5.1 Only material as described on our website or on the Bin as being Mixed Waste may be placed in the Mixed Waste Bin.
- 5.2 Only material as described on our website or on the Bin as being Food Waste may be placed in the Food Waste Bin.
- 5.3 Only material as described on our website or on the Bin as being Dry Recyclable may be placed in the Dry Recyclable Bin. Waste and/or black bags will not be accepted in any recycling bin. Such bins presented with waste may result in non-collection and/or incur an extra charge.
- 5.4 Only material as described on our website or on the Bin as being Glass may be placed in the Glass Bin.
- 5.5 The Bins are labeled by KWD Recycling and such labels correspond with the descriptions as detailed above. These labels are crucial to the operation of the Service and, as such, labels applied to the Bins by KWD Recycling should not be removed by the Customer or any third party and similarly no additional labels or stickers should be applied to the Bins by the Customer or any third party.

#### **OWNERSHIP OF THE BINS AND ACCESS TO THE BINS:**

6. The Customer accepts, acknowledges and agrees that the Bins are, and shall remain, the property of KWD Recycling and hereby agrees to permit KWD Recycling to enter onto the premises on which the Bins are situate for the sole purpose of inspection and examination of the Bins and / or repairing or recovering possession of the Bins at such reasonable time as would facilitate such inspection, examination, repair or recovery. The permission to enter pursuant to Clause 6 shall only apply where notice has been served pursuant to clause 7 and the Customer does not avail of the opportunity to leave the bins outside the premises.
7. KWD Recycling will provide the Customer with reasonable notice, and in any event not less than 24 hours notice, of any such inspection, examination, repair or recovery of the Bins, informing the Customer of the time period within which such inspection, examination, repair or recovery shall take place, in order that the Customer may avail of the opportunity to leave the Bins outside the premises in the same way as they would for the purpose of Bin collection, in order to facilitate the process and avoid the necessity of permitting KWD Recycling to enter onto the premises on which the Bins are situated. On receipt of such notice the Customer will have the opportunity to reschedule should the appointed time not be suitable. Notice will be given by way of a text message and the Customer must provide KWD Recycling with a valid and in use mobile telephone number to which they agree these text notifications

should be sent. Should such mobile number change then the Customer should notify KWD Recycling of the change.

#### **COLLECTION SERVICE:**

8. The collection service will operate from Monday to Saturday on a fortnightly basis in accordance with the collection schedule as provided to the Customer on sign up.
9. KWD Recycling reserves the right to alter the collection schedule but will notify the Customer where reasonably practicable in advance.
- 9.1 KWD Recycling shall not be responsible for non-collection of Bins where the reason is out of its control e.g. Road Works, blocked roads, snow or ice etc. Where possible KWD Recycling will make alternative arrangements for collection but where this is not possible additional waste will be accepted and weighed on the next regular collection day.

#### **CHARGES / PAYMENT:**

- 10.1 The Customer will be notified by KWD Recycling of the charge that applies in respect of the Service. Payment of the charge will be made in advance by the Customer and the Customer will be notified of any renewal / payment date at least two weeks prior to the payment being due.
  - 10.1.1 The Customer agrees to place their Mixed Waste Bin for collection at least 3 times in any 6 month or 6 times in any 12 month contract period. This is necessary to allow KWD Recycling provide the Customer with the most accurate pricing structure.
- 10.2 The Customer will be notified by KWD Recycling of the manner in which charges and rates shall apply to the Service from time to time.
- 10.3 The rates / charges chargeable in respect of the Service provided by KWD Recycling, will be reviewed periodically and the cost / rates / charges in respect of the Service to the Customer may change. Payment for the Service must be prepaid. Payment may be made by credit/debit/laser card, at your local post office, at Post Point outlets, Payzone outlets, online, at our offices or by phone.
- 10.4 KWD Recycling reserves the right to cease or suspend the Service in the event of non-payment by the Customer.
- 10.5 In the event of termination of the contract, by either party, within the contract period, the Customer will be entitled to a refund of any unused element of the Service charge after the notice period but the Customer will be responsible for

all unbilled weight related charges up until the date of termination. In the event of termination at the end of the contract period then the Customer will be responsible for all unbilled weight related charges up until the date of termination.

- 10.6 Customers acknowledge and accept that KWD Recycling provides a pre-paid service and to ensure collection must have sufficient credit on their account three working days prior to their scheduled collection
- 10.8 Customers who pre pay KWD Recycling for the Service by utilisation of the Payzone system or in The Post Office may be charged an administration charge by KWD Recycling to cover the administration charge levied by Payzone or An Post. The Customer can avoid this administration charge by making payments of not less than €30 via Payzone or The Post Office.
- 10.9 KWD Recycling reserve the right to change pricing due to Government Levies and VAT increases, or when there is a material change in costs of disposal of recyclables or waste material. Customers will be notified before any of these changes occur where changes take place within the billing period.
- 10.10 In relation to any rates chargeable by weight; in the highly unlikely event that KWD Recycling weighing system fails while collecting a Customer's Bins, KWD Recycling will only charge the Customer based on the average weights of their Bins over the previous 4 collections, otherwise the KWD Recycling recorded weights are final.
- 10.11 Minimum weight allocation of 4 kg may apply to bins that weigh less than 4 kg. Average bin weight is usually 25kg. To avoid minimum weight allocation, do not present your bin to be emptied until it is full or has over 4 kg of waste. Extra bin charges may apply to waste bins that weigh in excess of 650kg per year. Weight restrictions may apply to Bins presented with more than 55kg of weight resulting in non-collection.

#### **GENERAL:**

- 11.1 This contract and these terms and conditions shall apply for a period of 6 months and the Customer is deemed to be bound by these terms and conditions from the date of the first payment made by the Customer to KWD Recycling in respect of the provision of the Service, or part of the Service, or the commencement of provision of the Service to the Customer by KWD Recycling, whichever is the earlier.
- 11.2. These General Terms and Conditions and any further terms and conditions that apply to the contract between the Customer and KWD Recycling will be provided to the Customer in writing via our website or other means as may be used by KWD Recycling but in any event will be made available to the

Customer and are at all times available on request, before the first payment is made by the Customer. The Customer has the right to cancel this contract within 7 working days of the first payment being made without any reason being given. If the Customer cancels within the 7 day cancellation period they will be entitled to a full refund of all sums paid to KWD Recycling and such refund will be made using the same payment method as used by the Customer. The Customer must inform KWD Recycling that they wish to cancel in writing, either by post or email, and the written notification of the Customer's wish to cancel must contain the Customer's name, address and the account details of the account into which any refund is to be paid. If the bins have been delivered to the Customer by KWD Recycling then a Bin Recovery Charge shall apply and will be deducted from any monies held by KWD Recycling prior to their refund to the Customer.

- 11.2.1 The Customer agrees that only the Customer can cancel or terminate the contract with KWD Recycling and KWD Recycling will not accept notices of cancellation or termination from any other party.
- 11.2.2 The Customer agrees that they do not have the right of cancellation within the 7 day cancellation period if they agree that KWD Recycling should start providing the Service and KWD Recycling collects the Customer's Bins before the end of the 7 day period.
- 11.3 KWD Recycling may change or add to these terms and conditions from time to time. KWD Recycling will give the Customer at least one month's notice in writing of any changes to these Terms and Conditions. If the Customer wishes to cancel the contract because of the changes to these Terms and Conditions they can do so by giving KWD Recycling notice in writing, by post or email, at least 7 days before the changes come into effect (this right is subject to Clause 11.3.2). On cancellation the Customer will be entitled to a refund of their credit balance and no Bin Recovery Charge will apply. The written notification of the Customer's wish to cancel must contain the Customer's name, address and the account details of the account into which any refund is to be paid. KWD Recycling reserves the right to refund monies in the same manner as they were paid to KWD Recycling by the Customer.
  - 11.3.1 The Customer agrees that if they do not give KWD Recycling written notice, by post or email, that they wish to cancel the contract at least 7 working days before the changes to these Terms and Conditions come into effect, that they agree to be bound by them.
  - 11.3.2 The Customer agrees that any change to these terms and conditions necessitated by: (a) Act of the Oireachtas, (b) Government Regulation, or (c) European Regulation or Directive will not result in a right to cancel, as such changes are outside the control of KWD Recycling, and are universally applicable. While KWD Recycling will endeavor to give as much notice of any such changes as possible, one month's notice cannot be guaranteed as that is also a factor outside the control of KWD Recycling.

- 11.4 KWD Recycling may, from time to time, issue to the Customer separate Further Terms and Conditions in respect of the Service, and / or the cost of the Service. KWD Recycling will give the customer at least one month's notice in writing of any such Further Terms and Conditions. If the Customer wishes to cancel the contract because the Further Terms and Conditions result in a price that is too high compared to the price the Customer agreed to pay for the Service at the beginning of the contract, they can do so by giving KWD Recycling notice in writing, by post or email, at least 7 working days before the changes come into effect (this right is subject to Clause 11.4.2). On cancellation the Customer will be entitled to a refund of their credit balance in the manner in which it was paid to KWD Recycling and no Bin Recovery Charge will apply. The written notification of the Customer's wish to cancel must contain the Customer's name, address and the account details of the account into which any refund is to be paid.
  - 11.4.1 The Customer agrees that if they do not give KWD Recycling written notice, by post or email, that they wish to cancel the contract at least 7 working days before the further terms and conditions come into effect, they are agreeing to them.
  - 11.4.2 The Customer agrees that any change to Further Terms and Conditions ("Plans") in respect of the cost of the Service which is necessitated by: (a) Government Levies; or, (b) VAT Increases, will not result in a right to cancel, as such changes are outside the control of KWD Recycling, and are universally applicable. While KWD Recycling will endeavor to give as much notice of any such changes as possible, one month's notice cannot be guaranteed as that is also a factor outside the control of KWD Recycling.
12. KWD Recycling will give the Customer reasonable written notice of the contract coming to an end. The Customer agrees that if they do not give KWD Recycling written notice that they wish the contract to come to an end, at least 7 working days before the end of the period, that the terms of the contract will continue to apply for a further contracted period. As KWD Recycling's terms and conditions may change between one contract period and the next, the Customer should ensure they are familiar with the terms and conditions as they pertain to the subsequent period. This is the Customer's responsibility at the end of each contract period.
13. KWD Recycling cannot be held responsible for any inconvenience arising from failure to provide the Service because of factors which could reasonably be considered to be outside the control of KWD Recycling, such as adverse weather conditions, adverse road conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns which are unexpected and could not have been prevented by the proper execution of a reasonable preventative maintenance program.
14. Any monies due and owing by the Customer to KWD Recycling which are overdue by more than 7 working days shall incur an interest charge of 12% per annum. This interest rate is based on overdraft rates and may vary from time to time.

15. Terms of Payment are as agreed between KWD Recycling and the customer at the time of commencement of the service but in any event shall be payment in advance of the provision of the Service. Should payment not be made in advance then KWD Recycling reserves the right to withdraw or suspend or terminate the service until the account is brought into line.
16. If an account is an Out of Service Account and a final collection of the waste in the associated Bins is attempted and such attempt is unsuccessful then KWD Recycling will not be obliged to make any further attempts to collect or provide service to such Out of Service Account until the account has been brought back into service by payment of the outstanding charges.
17. If KWD Recycling damages a bin then KWD Recycling will be responsible for the repair or replacement of that bin. If the Customer, or a third party, is responsible for such damage then the Customer will be responsible for the cost of repair or replacement of the bin. The Customer will be charged in advance for such repair or replacement and KWD Recycling will not undertake the work until the charge is paid. KWD Recycling reserves the right not to provide the service to a Customer where their bins are damaged to an extent that would make them unsuitable or unsafe for use in the Service.
18. KWD Recycling reserves the right to record all telephone and other communications between it and its Customers. This may be for training, quality or employee/customer complaint uses.
19. Where a Customer is abusive to an employee of KWD Recycling to such an extent that KWD Recycling wish no longer to provide the Service to that Customer as a result, then KWD Recycling reserves the right to terminate the Contract and refund the Customer, in the manner in which the Customer paid, any Credit Balance it may have after deduction of the Bin Recovery and Account Termination Charge.
20. Skip Bags will only be collected by KWD Recycling after payment for their collection is made in advance. The Customer agrees that the Skip Bag will only be collected by KWD Recycling. Collection by any other waste operator is strictly prohibited.

**TERMINATION:**

21. Either party can terminate this contract on 30 days' notice. Termination of the contract must be in writing; by post or email. The written notification of the Customer's wish to terminate must contain the Customer's name, address and the account details of the account they are cancelling.
22. On termination or cancellation of this contract, KWD Recycling reserves the right to take possession of the Bins and the Customer agrees to permit KWD Recycling to recover the Bins as per clauses 6 and 7 of these terms and conditions.



- 23.1 Termination of this contract, within the 6 month period, by the Customer, for any reason, other than total or partial non-performance of or inadequate performance of any of its contractual obligations by KWD Recycling (not caused by factors outside the control of KWD Recycling), within the 6 month period will result in a Bin Recovery and Account Termination Charge being charged to the Customer.
- 23.2 On termination of the contract by either party, if the Customer does not comply with clauses 6 and 7 and 22 to allow KWD Recycling to recover the Bins, a Bin Replacement and Attempted Recovery Charge will be charged to the Customer.
- 23.3 The Bin Recovery Charge does not apply when the Customer cancels the contract pursuant to any of the provisions in Clauses 11.3 to 11.4.
- 23.4 The Customer agrees that KWD Recycling can deduct any charge pursuant to Clauses 23.1 and 23.2 from the Customer's credit balance before refunding it to the Customer.
24. These terms and conditions are legally binding for the duration of the contract