



Conditions

- 1) The Dealer will supply and the customer will take on hire upon the terms and conditions herein mentioned the Toter Wheeled Bin more particularly described overleaf (hereinafter called 'the bin') on simple hire for the minimum period specified overleaf and thereafter from year to year, until or unless the hiring is brought to an end by one month's notice in writing or as here in provided.
- 2) So long as the hiring continues, the customer shall pay to the Dealer, in advance, rent in the amounts and by the payments set out overleaf on or before the commencement of each rent period. Payments shall be made without demand, to the Dealer's Bank Account or their representatives.
- 3) This agreement and the rights of the Dealer and of the customer under or in any manner arising out of it shall be subject to and governed by:
 - a) The terms, matter and directions set out in these pages
 - b) The general terms and conditions printed herein which conditions the customer hereby acknowledges have been brought to his/her notice and the customer agrees to:-
- 4) Keep the bin in good and substantial repair and condition (fair, wear and tear only expected) and replace the same should it be stolen or broken or fire damaged and in default of so doing permit the dealer to take possession of the bin for the purpose of having repairs carried out and repay to the Dealer the cost of such repairs or replacement.
- 5) Permit the Dealer and other person authorised by him at all reasonable times to enter upon the premises in which the bin is for the time being placed or kept for the purpose of inspection and examining the condition of the bin or repairing the same or taking possession thereof.
- 6) Indemnify the dealer against all third party claims howsoever arising and against loss of or damage to the bin or any part thereof from whatever cause arising and whether or not such loss or damage results from the negligence of the customer or any other party.
- 7) Punctually pay for all repairs to or treatments of the bin and keep the same free from any distress execution or other legal process.
- 8) Either of the parties hereto may determine the hiring at the end of any hire period giving to the other one months notice in writing and the dealer shall upon the receipt of such notice or upon giving such notice and deliver up the bin to the Dealer at KWD Recycling, Aughacureen, Killarney, or at such other address as the Dealer may have previously specified in writing without prejudice to any pre-existing liability of the customer hereunder and the customer shall not be entitled to repayment of any sums previously paid by him to the Dealer under the terms of this Agreement nor to any credit allowance in respect of any such payment.
- 9) The Dealer may terminate this agreement
 - a) If the customer commits any breach of his-her obligations hereunder
 - b) If the customer shall commit an act of Bankruptcy or have a receiving order made against him/her or if distress or execution shall be levied or threatened upon any of the customers property or any judgement against the customer shall remain unsatisfied for more than fourteen days.
- 10) Upon the termination of this Agreements pursuant to clauses 6 or 7 hereof the Dealer may without notice retake possession of the bin and may for that purpose by himself his servants or agents without previous notice enter upon any land or premises on or in which the bin is believed by the Dealer to be situated. A €30 charge will apply for the collection of bins if the customer terminates the contract prematurely. Bins should be clean and empty for collection or additional waste disposal charges will apply.
- 11) The bin shall remain the property of the Dealer and the customer shall not part with possession of same nor dispose of charge or pledge to underlet same and the customer shall notify the Dealer of any change of the customer's address and shall keep the bin at the original address of the customer at all times.
- 12) No relaxation forbearance delay or indulgence by the Dealer in enforcing any of the terms and conditions of this Agreement or the granting of time by the Dealer to the customer shall prejudice effect or restrict the rights and powers of the Dealer hereunder nor shall any waiver of agreement be entertained.
- 13) Minimum weight allocation of 4 kg may apply to bins that weight 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.
- 14) Partial invoice payments under €30.00 paid through An Post or Payzone may incur an administration fee. Total invoice amounts under €30.00 will not incur an administration when paid off in one transaction through An Post or Payzone points. No administration fee applies when paying through our web site www.kwd.ie.
- 15) The dealer shall not be responsible for non collection of waste where the reason is out of the dealers control e.g. Road Works, blocked roads, snow or ice etc. Where possible the dealer 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.

If you are pleased, tell you neighbours and friends. If not, please tell us.



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