

Domestic Wheelie Bin Terms and Conditions of Trade

1. Definitions:

- 1.1 "ESL" means EnviroWaste Services Limited and includes its successors and assigns.
- 1.2 "Customer" means the person named on the front page of this agreement.
- 1.3 "Price" means the cost of and charges payable by the Customer for the provision of the Services as varied in terms of this agreement.
- 1.4 "Services" means supply of a Wheelie Bin, collection and disposal of waste placed in the Wheelie Bin at the times specified in this agreement.
- 1.5 "Wheelie Bin" means equipment or bin supplied by ESL for the purpose of storage of waste pending collection.

2. Services:

- 2.1 ESL shall use its reasonable endeavours to provide the Services at the times and otherwise on the terms as set out in this agreement.
- 2.2 ESL may delay, defer or change the date for provision of Services (including changing the collection day as a result of a public holiday) at ESL's discretion without incurring any liability whatsoever to the Customer.
- 2.3 ESL will not be liable for not providing the Services as a result of any matters beyond ESL's control. In such circumstances, ESL may suspend or reduce the provision of the Services for such periods as ESL deems reasonable and the price paid during this period shall be reduced by such amount ESL deems appropriate.
- 2.4 Services requested in addition to the schedule in this agreement will incur additional charges which the Customer is liable to pay.

3. Terms and Renewal

- 3.1 This agreement commences on the date set out in this agreement, or if no date is set out, on the date that the Wheelie Bin is first delivered to the Customer's address.
- 3.2 The supply of the Services by ESL to the Customer is governed by these terms and conditions.
- 3.3 This agreement is a monthly rolling contract term which shall automatically renew with the receipt of each monthly Direct Debit payment, unless notified by either party under Clause 5.1 and 7.1.

4. Price and Payment

- 4.1 The Customer shall pay the Price in the manner set out in this agreement.
- 4.2 The Price quoted for the Services in this agreement are inclusive of Goods and Services Tax. Prices quoted are based on the delivery address stated on the front of this agreement and ESL reserves the right to vary the Price if the delivery address changes.
- 4.3 ESL requires that the Customer provides ESL with written authority (in the form required by ESL) to the Customer's bank directing payment of the Price to ESL. ESL will debit the Customer's nominated bank account in advance the 6th day of each month. Should this day fall on a Public Holiday or weekend, this will then be processed on the next working day. ESL reserves the right to move the payment day, providing the customer with no less than 30 days written notice.
- 4.4 The Customer shall ensure that there are sufficient funds in the nominated account to honour the direct debit authority amount as outlined in this agreement. ESL is not liable for any fees incurred for insufficient funds.
- 4.5 The Customer acknowledges and accepts that the Price will be payable irrespective of Services not being required during any given collection period.
- 4.6 ESL reserves the right to alter the Price at any given time, providing the Customer with not less than 30 days written notice.

5. Customer Obligations

- 5.1 The Customer will ensure that:
 - The Wheelie Bin is not overfilled so that the lid cannot be closed properly
 - The weight of the Wheelie Bin (after it has been filled with waste) does not exceed 30 kg for a 240 litre Wheelie Bin or 15kg for a 120 litre or 80 litre Wheelie Bin.
 - No toxic, hazardous or dangerous waste, hot ashes, liquids or hard fill is placed in the Wheelie Bin.
 - Waste is not compacted in the Wheelie Bin.
 - Where kerbside Service is available, the Wheelie Bin is placed by the kerbside no later than 7.00am on the day of collection.
 - Where kerbside Service is not available, safe and easy access to the Wheelie Bin is available to ESL.
 - It complies with all local authority bylaws in relation to waste disposal.
 - The Wheelie Bin is maintained in a neat, clean and tidy condition and that the Wheelie Bin is used only for the purpose of storing and collecting waste in terms of this agreement.
 - Notice of termination or changes to contact details, bank details and Service details are to be communicated to ESL, and must be received by ESL no later than the 20th of the month if to have effect from the next calendar month.

6. Wheelie Bin

- 6.1 The Customer acknowledges that the Wheelie Bin shall at all times remain the property of ESL and that the Customer shall have no right to and shall make no claim to ownership or title or pledge any security interest in regards to the Wheelie Bin.
- 6.2 The Customer will be liable to ESL for any costs of replacing or repairing the Wheelie Bin which occurs while in the Customer's possession subject to fair wear and tear. ESL may determine that the Wheelie Bin needs to be replaced at any time.

7. Default

- 7.1 If the Customer fails to pay the Price or other monies payable under this agreement or if there are insufficient funds in the Customer's nominated account for the direct debit to be honoured by its bank or is otherwise in breach of any of its obligations under this agreement, then ESL may without prejudice to any rights or remedies available to ESL:
 - Suspend the Services and any other obligations of ESL under this agreement until such time as the Customer has remedied the breach or paid all overdue amounts; or
 - By written notice to the Customer, terminate this agreement immediately or with effect from the date specified in such notice (and retrieve the Wheelie Bin).
- 7.2 The termination of this agreement by ESL for breach or non-payment by the Customer shall not release the Customer from liability to pay all amounts due under this agreement.
- 7.3 The Customer will also be liable to pay all costs incurred in collecting any outstanding monies.

8. Termination by the Customer

- 8.1 The Customer may terminate this agreement by written notice to ESL as per timeframes outlined in Clause 5.1
- 8.2 The Customer is not entitled to a refund of any unutilised portion of the monthly advance payment made.

9. Application of this Agreement

- 9.1 This agreement constitutes the entire agreement between ESL and the Customer in relation to the provision of the Services and replaces all earlier agreements and understandings whether written or verbal between ESL and the Customer.
- 9.2 If any provision of this agreement is invalid, void, illegal or enforceable, the validity existence or the legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 9.3 This agreement is governed by the laws of New Zealand.

10. Indemnity

- 10.1 All conditions and warranties that otherwise might be imposed on ESL by law or otherwise are expressly excluded from this agreement to the maximum extent permitted by law.

11. Privacy Act

- 11.1 The Customer authorises ESL to collect, retain and use any information about the Customer for the purposes of assessing the Customer's credit worthiness.
- 11.2 The Customer authorises ESL to disclose any information obtained on its behalf to any person or legal entity for the purposes set out in clause 11.1.

12. Sub Contracting

- 12.1 ESL may license or subcontract all or any part of the Services without the Customer's consent.

13. Waiver

- 13.1 Any failure by ESL to enforce any clause of this agreement or any forbearance, delay or indulgence granted by ESL, will not be construed as a waiver of ESL's rights under this agreement.

14. Notices

- 14.1 All notices under this agreement shall be in writing and may be delivered by hand, mail, facsimile or email to the address as notified by each party. A notice shall be deemed to be given:
 - In the case of hand delivery, upon acknowledgement of receipt by an officer, authorised employee, agent or representative of the receiving party;
 - In the case of posting, three days after posting date;
 - In the case of facsimile, when the sender is able to produce a facsimile machine report indicating the entire facsimile was sent to the relevant number; and
 - In the case of email, when the ESL can produce proof of email delivery including date and time, to the email address provided on this agreement.