Clean Ireland Recycling - General Domestic Terms & Conditions

DEFINITIONS:

1.1 "Clean Ireland Recycling" means Clean (Irl) Refuse & Recycling Co. UC with a company registration number 15266 located at Ballinagun, Creegh, Kilrush, Co. Clare, the provider of the domestic waste collection, composting collection and recycling service.

1.2 "Customer" means the consumer to whom the Service is provided.

1.3 "Service" means the collection by Clean Ireland of domestic waste, composting and recycling material in Bins provided by Clean Ireland.

1.4 "Bin" or "Bins" mean waste receptacles provided by Clean Ireland Recycling for the purposes of provision of the Service and shall include any receptacles provided for Mixed Waste, Dry Recyclable, Food Waste, Garden Waste or Glass or other waste receptacle as from time to time may be provided to the Customer by Clean Ireland Recycling.

1.4.1 "Food Waste Bin" means a Bin with the words "Food Waste" or the letters "FW" on the label attached to it.

1.4.2 "Mixed Waste Bin" means a Bin with the words "Mixed Waste" or the letters "MW" on the label attached to it.

1.4.3 "Dry Recyclable Bin" means a Bin with the words "Dry Recyclable" or the letters "DR" on the label attached to it.

1.4.4 "Garden Waste Bin" means a Bin with the words "Garden Waste" or the letters "GAR" on the label attached to it.

1.4.5 "Glass Bin" means a Bin with the words "Glass" or the letters "GLA" 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 Bins in the possession of the Customer but will not exceed €42.00 which reflects the average recovery cost being €22.00 and the actual Bin sanitation cost of €10.00 and an Account Termination administration fee of €10.00.

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 Clean Ireland 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 €20.00). The maximum Bin Replacement and Attempted Recovery Charge possible is €110.00 (€90.00 in respect of replacement of a standard set of three bins, (additional bins outside the standard will be €30 per bin) and €20.00 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 Bins in the possession of the Customer but will not exceed €42.00 .

1.8 "Credit Balance" means any sums pre-paid to Clean Ireland Recycling by the Customer, for a portion of the Service not yet provided by Clean Ireland Recycling. This includes:

(a) Any sum paid towards the Service in relation to Bins that have not yet been collected by Clean Ireland Recycling.

(b) If a 6 monthly service 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 (of the 6 months of the relevant period) that has not yet started. Each month representing one sixth of the 6 months service charge only.

(c) If a monthly service charge is payable and has been paid more than one month in advance, any sum or part of a sum paid that corresponds to a month, that has not yet started.

1.9 "Payment" means any or all payments due to Clean Ireland 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 "Big Ben's Bag" is a skip bag provided to Customers following their sign-up to the Clean Ireland Recycling Service.

1.12 "CDS" is the waste imaging system used by us to deliver our Cleaner Bin Service and ensure hazardous materials and or contaminants are not placed into the incorrect waste receptacle. Customers will be contacted where contaminants or hazardous materials are identified.

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 Clean Ireland Recycling will not collect any items, which are not contained within the Bins provided. The Customer accepts and acknowledges that it will use 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 if 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 Clean Ireland Recycling.

4. The Customer accepts, acknowledges and agrees that it will keep the Bins in good substantial repair and condition. The Customer accepts, acknowledges and agrees that, if any Bin, provided by Clean Ireland Recycling, is lost, damaged or stolen, the Customer will be liable to pay to Clean Ireland Recycling a replacement fee of €30 per Bin (The customer acknowledges that all Bins currently being collected by Clean Ireland Recycling are the property of Clean Ireland 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. **Strictly no Batteries, Vapes or Electronics accepted.**

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. **Strictly no Batteries, Vapes or Electronics accepted.**

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. **Strictly no Batteries, Vapes or Electronics accepted.**

5.4 Only material as described on our website or on the Bin as being Garden Waste may be placed in the Garden Waste Bin. **Strictly no Batteries, Vapes or Electronics accepted.**

5.5 Only material as described on our website or on the Bin as being Glass may be placed in the Glass Bin.

5.6 The Bins are labeled by Clean Ireland 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 Clean Ireland 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.

5.7 The bins may also be labelled with labels that display your personal data including your name, address and account number. This processing and use of your data is necessary for the performance of the contract that exists between us so that we can correctly identify your bin and ensure that your account is billed correctly.

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 Clean Ireland Recycling and hereby agrees to permit Clean Ireland 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. Clean Ireland 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 Clean Ireland Recycling to enter onto the premises on which the Bins are situate. 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 Clean Ireland Recycling with a valid and in use mobile telephone number to which they agree this text notifications should be sent. Should such mobile number change then the Customer should notify Clean Ireland 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. Clean Ireland Recycling reserves the right to alter the collection schedule but will notify the Customer where reasonably practicable in advance.

CHARGES / PAYMENT:

10.1 The Customer will be notified by Clean Ireland Recycling whether a 6 monthly service charge applies in respect of the Service and the amount of that 6 monthly service charge. Payment of the 6 monthly service charge will be made in advance by the Customer and the Customer will be notified of any renewal / payment date at least one month prior to the payment being due.

10.1.1 Presentation of bins for service is deemed as acceptance of terms and conditions.

10.1.2 The Customer agrees to place their Mixed Waste Bin for collection at least 3 times in any 6 month contract period. This is necessary to allow Clean Ireland Recycling provide the Customer with the most accurate pricing structure.

10.2 The Customer will be notified by Clean Ireland Recycling of the manner in which charges and rates shall apply to the Service from time to time.

10.3 The rates / charges (to include the 6 monthly service charge), chargeable in respect of the Service provided by Clean Ireland 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, online, at our offices, by phone or by Easypay.

10.4 Clean Ireland Recycling reserves the right to cease/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 Clean Ireland Recycling provides a pre-paid service and to ensure collection must have sufficient credit on their account 12 hours prior to their scheduled collection

10.7 Customers may pre pay monies to Clean Ireland Recycling in respect of the Service by using the Easypay card as is outlined on the Clean Ireland Recycling website.

10.8 Customers who pre pay Clean Ireland Recycling for the Service by utilisation of the Easypay system or in The Post Office may be charged an administration charge by Clean Ireland Recycling to cover the administration charge levied by An Post. The Customer can avoid this administration charge by making payments of not less than €20 via The Post Office

10.9 Clean Ireland 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 Clean Ireland Recycling

weighing system fails while collecting a Customer's Bins, Clean Ireland Recycling will only charge the Customer based on the average weights of their Bins over the previous 4 collections, otherwise the Clean Ireland Recycling recorded weights are final.

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 Clean Ireland 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 Clean Ireland 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 Clean Ireland Recycling will be provided to the Customer in writing via our website or other means as may be used by Clean Ireland 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 14working days of the first payment being made without any reason being given. If the Customer cancels within the 14-day cancellation period they will be entitled to a full refund of all sums paid to Clean Ireland Recycling and such refund will be made using the same payment method as used by the Customer. The Customer must inform Clean Ireland 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 Clean Ireland Recycling then a Bin Recovery Charge shall apply and will be deducted from any monies held by Clean Ireland Recycling prior to their refund to the Customer.

11.2.1 The Customer agrees that only the Customer can cancel/terminate the contract with Clean Ireland Recycling and Clean Ireland Recycling will not accept notices of cancellation or termination form any other party.

11.2.2 The Customer agrees that they do not have the right of cancellation within the 14-day cancellation period if they agree that Clean Ireland Recycling should start providing the Service and Clean Ireland Recycling collects the Customer's Bins before the end of the 14-day period.

11.3 Clean Ireland Recycling may change or add to these terms and conditions from time to time. Clean Ireland 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 Clean Ireland 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. Clean Ireland Recycling reserves the right to refund monies in the same manner as they were paid to Clean Ireland Recycling by the Customer.

11.3.1 The Customer agrees that if they do not give Clean Ireland Recycling written notice, by post or email, that they wish to cancel the contract at least 14 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 Clean Ireland Recycling, and are universally applicable. While Clean Ireland 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 Clean Ireland Recycling.

11.4 Clean Ireland 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. Clean Ireland 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 Clean Ireland 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 way it was paid to Clean Ireland 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 Clean Ireland 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 Clean Ireland Recycling, and are universally applicable. While Clean Ireland 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 Clean Ireland Recycling.

12. Clean Ireland Recycling will give the Customer reasonable written notice of the 6 month period of the contract coming to an end. The Customer agrees that if they do not give Clean Ireland Recycling written notice that they wish the contract to come to an end, at least 7 working days before the end of the 6 month period that the terms of the contract will continue to apply for a further 6 month period. As Clean Ireland Recycling's

terms and conditions may change between one 6 month period and the next, the Customer should ensure they are familiar with the terms and conditions as they pertain to the subsequent 6 month period. This is the Customer's responsibility at the end of each contract period.

13. Clean Ireland 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 Clean Ireland 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 Clean Ireland 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 Clean Ireland 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 Clean Ireland 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 Clean Ireland 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 Clean Ireland Recycling damages a bin, then Clean Ireland 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 invoiced in advance for such repair or replacement, and Clean Ireland Recycling will not undertake the work until the invoice is paid. Clean Ireland 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. Clean Ireland 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 Clean Ireland Recycling to such an extent that Clean Ireland Recycling wish no longer to provide the Service to that Customer as a result, then Clean Ireland 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. Big Ben's Bags will only be collected by Clean Ireland Recycling after payment for their collection is made in advance. The Customer agrees that the Big Ben's Bag will only be collected by Clean Ireland Recycling. Collection by any other waste operator is strictly prohibited.

TERMINATION:

21. Either party can terminate this contract on two month's 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 into which any refund is to be paid.
22. On termination or cancellation of this contract, Clean Ireland Recycling reserves the right to take possession of the Bins and the Customer agrees to permit Clean Ireland 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 if its contractual obligations by Clean Ireland Recycling (not caused by factors outside the control of Clean Ireland 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 Clean Ireland 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 Clean Ireland Recycling can deduct any charge pursuant to Clauses 23.1 and 23.2 from the Customers credit balance before refunding it to the Customer.

24. These terms and conditions are legally binding for the duration of the contract.