

HIGGINS ENVIRONMENTAL SERVICES LTD.

trading as " Higgins Waste"

Wheelie Bin and Regular Collection Agreement

Standard Terms and Conditions

Higgins Environmental Services Ltd. (hereinafter called "the Provider") of the Kerries, Tralee, County Kerry provides a domestic wheelie bin service to Customers subject to the following terms and conditions. By accepting delivery of wheelie /food waste bins from the Provider, the Customer agrees to be bound by and to accept the terms and conditions as set out hereunder. No variation to these terms and conditions shall form part of any contract unless such variation is specifically agreed in writing by both parties.

1. Service Period: The service period shall be agreed by the parties prior to the delivery of the wheelie bins to the Customer. The service period may be extended by mutual agreement between the Provider and the Customer.

2. Service Equipment: The Provider shall provide the Customer with dry recycling, food waste and residual/mixed waste bins for the purpose of domestic waste disposal only.

3. Bin Service and Regular Collection: The Customer agrees to pay a fee which includes a collection service as part of a domestic waste collection service on either a "pay as you go" basis or by way of a six monthly price arrangement. The Provider shall provide regular collection services for the wheelie bins as agreed upon by the parties. Service rates are displayed on the company website at :- www.higginswaste.ie.

4. Use of Equipment: The Customer shall use the wheelie bins solely for the purpose of domestic waste disposal only and in accordance with these terms and conditions and all applicable laws and regulations. The Customer shall not overload the bins or use them for the disposal of hazardous materials or in a manner deemed illegal or prohibited by law. The Customer shall ensure that the correct waste type is placed in the correct bin. It shall be the sole responsibility of the Customer when placing bins in public or common areas for collection that ensure that such placement does not create (a) a nuisance or annoyance and/or (b) a danger or hazard to neighbours, third parties or members of the public.

5. Prohibited Waste: The Customer acknowledges and agrees that the following materials are strictly prohibited from being disposed of in the wheelie bins:

- Hazardous waste, including but not limited to chemicals, paints, solvents, batteries, and asbestos.
- Biohazardous waste, including medical waste, sharps, and infectious materials.
- Electronic waste (e-waste), such as computers, monitors, vapes and other electronic devices.
- Liquids, oils, flammable materials, explosives, and other dangerous substances.
- The Customer shall be solely responsible for the proper disposal of any prohibited waste materials and shall indemnify the Provider against any claims, damages, or liabilities arising from the Customer's failure to comply with this provision.

6. Care of Equipment: The Customer shall be responsible for the proper care and maintenance of the wheelie bins during the service period. Any damage to the bins beyond normal wear and tear shall be the responsibility of the Customer and may result in additional charges.

7. Delivery and Collection: The Provider shall deliver the wheelie bins to the Customer's premises on the Start Date and shall provide regular collection services as agreed. The Customer agrees to provide clear and safe access for delivery and collection of the wheelie bins on scheduled collection days.

8. Termination: Either party may terminate this Agreement upon one month's written notice to the other party. Upon termination and in the event that the Customer has not already purchased the bin/s, the Customer shall return the wheelie bins to the Provider in good condition, normal wear and tear excepted.

9. Customer Complaints Procedure: In the event of a genuine complaint the customer is entitled to a fair and reasonable hearing which the Provider commits to resolving as quickly as is reasonably possible. Complaints should be communicated to the Provider at telephone number 066-7123059 or by email to info@higginsenvironmental.ie. Complaints will be logged on individual customers accounts with a tracking facility to ensure the complaint has been resolved.

10. Liability: The Provider shall not be liable for any loss or damage caused by the use or misuse of the wheelie bins by the Customer outside the scope of these terms and conditions. The Customer agrees to

indemnify and hold the Provider harmless from any claims arising out of the Customer's use/misuse of the bins in this regard.

11. Prevention of Unauthorized Use: The Customer acknowledges and agrees that it is the Customer's responsibility to prevent third parties from unlawfully using the rented wheelie bins to dispose of third party waste. The Customer shall take reasonable measures to secure the wheelie bins and ensure that they are not accessible to unauthorized individuals. The Customer shall promptly notify the Provider in writing of any suspected unauthorized use of the bins. The Provider shall not be liable for any consequences arising from the unauthorized use of the bins by third parties. In particular it will be the Customer's sole responsibility to properly dispose of any prohibited waste placed unlawfully in the wheelie bins by third parties.

12. Customer Charter: Higgins Environmental Services Ltd. has adopted a Customer Charter in relation to its domestic waste collection business which sets out Customer Service Standards, Communication with Customers, Customer Responsibilities, Pricing, Charging Mechanisms, Access to Account Information, Complaints Procedure/Dispute Resolution, Education and Raising Awareness, Termination of Service/Refunds/ Changing Service Providers, Changing Equipment and Ownership of Bins. Customers are encouraged to familiarise themselves with this Customer Charter. The terms of the Customer Charter shall form part of this Wheelie Bin Hire and Collection Agreement.