



## **240L Wheelie bin hire contract/Terms and Conditions:**

Martins Rubbish removal Ltd hereinafter called the 'company' hires to the hirer the bin herein described on the following terms accepted by the hirer.

### **1. Equipment Use**

We will hire to the hirer one 240, 360-litre mobile rubbish container known as a wheelie bin for Household Waste removal. The following materials may not be placed in the bin: (a) hot articles such as ashes, (b) liquids, (c) inflammable or hazardous substances including lithium batteries, (d) sharp or heavy substances which may puncture the bin, (e) tightly packed with sand, earth, stone or rubble.

The hirer will not fill the bin beyond the level at which the lid will close normally. The maximum weight of the Wheelie bin will not exceed 60 kilograms for an 240L bin, 75 kilograms for a 360L bin. The hirer will not allow the bin to be removed from the property described as the location to be serviced. The hirer will do whatever is necessary to maintain good hygiene of the bin. The hirer will place the bin at the kerbside by 7am on the day of the week known as the collection day. \* (excluding special service contract options)

### **2. Changes in the Hirer's Details**

The hirer is required to advise the company in advance of any changes in the hirer's details. This includes changes to the location of the bin, hirer's postal address, hirer's email address, hirer's contact telephone numbers and hirer's bank account information if payment is made by direct debit. A fee may be charged if the company is required to shift the bin to the hirer's new address.

### **3. Ownership**

The bin remains the property of the company. If the hirer is in breach of the agreement the company reserves the right to enter the premises to recover the bin and will then require immediate payment of any balance still owing by the hirer.

### **4. Service and Repair**

The company will carry out at their own expense any repairs needed due to normal wear and tear. The hirer will bear the cost of replacements of the bin in particular damage resulting from hirer. Replacement cost will be £100 for 240L bin and £120 for 360L bin.

### **5. Charges**

£20 delivery charge for the bin and payment for first month's collection required upfront. The service charge, which includes the rental of the bin, is to be paid whether the hirer places the bin at the kerbside for service on the specified collection

day. The company reserves the right to vary the service charge on giving prior written notice to the hirer.

## **6. Term and Renewal**

This agreement commences on the date that the Wheelie Bin is first delivered to the Customer's address. The supply of the Services by the Company to the Hirer is governed by these terms and conditions. The term of this agreement is rolling ongoing if the hirer pays by weekly, fortnightly, monthly or annual direct debit. If the hirer pays by advance payment the term will be for the service period indicated by the hirer's advance payment. These terms and conditions will be ongoing if the hirer chooses to renew this agreement for an additional service period. Payment for a further service period constitutes the hirer's continued agreement to these terms and conditions.

## **7. Termination**

The hirer can terminate this agreement by one month's notice to the company when the hirer pays for their service by weekly, fortnightly or monthly direct debit. When cancelling the hirer will be charged a cancellation fee equal to one month's service charge. Termination for wheelie bin services paid in advance will only be refunded to the hirer at the sole discretion of the company. Refunds will only be granted under exceptional circumstances. Exceptional circumstances do not include moving out of the collection area, deciding you do not require the bin any longer or electing to use a competitor's service. When the hirer moves they are able to transfer the bin to friends or family. Where the company grants a refund for an advance payment service a minimum cancellation fee of £50 will be deducted from the refund calculated by the company. The hirer is responsible for all their obligations under the contract until written/electronic notice is received by the company and the bin is collected by the company. The company reserves the right to terminate the contract at any time without prejudicing any of its rights within the terms of contract. No cancellation fee will be charged when the company cancels the agreement.

## **8. Payments**

Hirer must set up a Direct Debit for service charge payment. Alternatively the company can arrange a recurring card transaction. Card transactions will be automatic on the hirer's chosen day or will default to the day of collection.

## **9. Renewal Terms**

If the hirer chooses to renew this agreement for a further service period, payment is required by the due date given in the company's renewal notice. If the payment is not received by the expiry of the service period, the company reserves the right to collect the wheelie bin and cancel this agreement without prejudice to any other rights the company has under the terms of this agreement.

## **10. Changes to These Terms and Conditions**

The company reserves the right to make changes to these terms and conditions (including adding or removing any terms) at any time, provided that we will give you notice of such change by either posting the change on our website, sending you an email or letter, or including a statement on your invoice alerting you to the change.

## **Confirmation of Acceptance**

I/We acknowledge receipt of your wheelie bin contract letter dated 20 October 2020, and agree with the listed standard terms and conditions which fully record the agreement between us concerning your appointment to provide the service described in this letter.

Name: \_\_\_\_\_  
\_\_\_\_\_

Date:

Signed: \_\_\_\_\_

For and on behalf of .....

If a payment is defaulted then we will put you service on stop until the payment is made. Once the payment has been made we will continue the service for the following 4 weeks.

To upgrade or downgrade the service you will have to effectively cancel the current service and start again and will have to pay another delivery fee. You can keep the current bin if you wish. To upgrade might be a good idea just to add another small bin.

**Cancellation (to be amended from above)**

If you decide to cancel then please email [info@martinswastesolutions.co.uk](mailto:info@martinswastesolutions.co.uk) with a simple request to cancel. We need 1 full months notice to cancel and on the last collection date we will collect the bin to conclude our service. A collection fee will be applied to you last months payment (240L £30+VAT per bin (360L £50+VAT per bin)

We reserve the right to change the collection date by giving customer written notice (by email)

GDPR?

1 month notice to cancel - we will pick up bin on the last collection
If a customer does not pay then the job auto take off list - xero will send them notifications that they need to pay. We will just stop collections and leave them with the bin.

**Add to T&C's**

1 month notice to cant we will collect the bin on the last collection day.  
If a payment is defaulted we will cancel the service until the account is brought back up to the agreed terms. You can re set up the DD and we will continue to collect the following month. You will lose the opportunity for us to collect that month.  
To upgrade or downgrade the service you will have to effectively cancel the current service and start again and will have to pay another delivery fee. You can keep the

current bin if you wish. To upgrade might be a good idea just to add another small bin.

If the Customer is a Consumer and changes their mind about the Services, the Customer has 14 days after the date of the Order Confirmation to change their mind and cancel the Agreement. However, once the Company has completed the Services the Customer cannot change their mind, even if the 14 day period is still running.

We reserve the right to change the collection date with notice given to customer

If the bins are not presented to us in the agreed area then we will not collect the bin but will still charge for the collection.

All rubbish needs to be in bags and not loose. If we come across loose rubbish then we may not be able to empty the bin but will still charge you for the collection.

### **Terms of delivery (from the manufacture)**

1. Where more than one 2-wheeled bins are supplied, they may be stacked for delivery and the wheels and axles may be supplied separately to be fitted by the Customer in order to maximise efficiency of delivery charged. The wheels are a simple permanent press fit on the axles and do not require tools. Special packing requirements may involve an additional charge.
2. When two or more 4-wheeled bins are supplied they may be stacked up to 4 high. They can be separated by laying the bins on their fronts and pulling each bin from inside the one below. The process will require at least 2 people, MWC will not be liable for any damage or injury caused during this process. Special packing requirements may involve an additional charge.
3. Unless clearly identified at point of sale as over-stock or seconds all our wheelie bins are brand new and unused but it is possible that they might have minor scuffs or marks on them (which has no effect on function) resulting from manufacture and/or delivery process. Martins Waste Solutions Ltd will not accept liability for aesthetic damage (such as minor scuffing or marking) incurred during the delivery process. Wheelie bins are wrapped for shipment in a way that Martins Waste Solutions Ltd deems fit for purpose.
4. All wheelie bins which we supply are compliant with BS EN 840 but you are responsible for checking that the bin you select is suitable for your particular circumstances as some waste collection organisations may have other requirements.
5. If all or part of an order are the subject of a return or are not accepted for delivery, except due to a fault or shipping damage, there will be a restocking charge per item in addition to the actual cost of return shipping, which can vary. If we have modified goods to a Customer's requirements we reserve the right to not accept a return. In line with Distance Selling Regulations for consumers, we do refund the initial delivery charge.

6. It is the responsibility of the Customer to dispose, in a way that does not breach any laws regarding waste disposal, of any packaging we use to protect the goods sent by Martins Waste Solutions Ltd .
7. If any special delivery requirements which are not agreed prior to agreement of a Contract, or redelivery is required, Martins Waste Solutions Ltd Ltd reserves the right to charge to the Customer any direct costs charged by the transport company. Standard point of delivery is to the kerbside or loading bay. We do not supply proof of delivery paperwork by default but where requested by a Customer for good reason or in case of dispute over delivery we are able to obtain such paperwork.
8. Where any optional extra is added to a product, such as din points or forklift channel at the request of a Customer, it is the responsibility of the Customer to ensure the goods we supply have the parts located correctly for their equipment.
9. Delivery of bins will take be no more than 5 working days after order is placed