

Definitions

1.1. "Service Provider" shall mean Recycle Right its successors and assigns or any person acting on behalf of and with the authority of Recycle Right.

1.2. "Customer" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms and shall mean any person acting on behalf of and with the authority of such person or entity; and / or
b) the organisation and/or individual in whose name an agreement is made.

1.3. "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.

1.4. "Goods" shall mean Goods supplied by the Service Provider to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Service Provider to the Customer.

1.5. "Services" shall mean all services supplied by the Service Provider to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6. "Price" shall mean the cost of the Goods as agreed between the Service Provider and the Customer subject to clause 3 of this contract.

1.7. "Hire" shall mean to engage the temporary use of for a fee.

2. Acceptance

2.1. Any instructions received by the Service Provider from the Customer for the supply of Services and/or Goods and/or the Customer's acceptance of Services and/or Goods supplied by the Service Provider shall constitute acceptance of the terms and conditions contained herein.

2.2. Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

2.3. Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of the Service Provider.

2.4. The Customer undertakes to give the Service Provider at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.

2.5. By agreeing to the terms and conditions you are authorising Recycle Right to notify your current supplier that you are discontinuing the service with them.

3. Price And Payment

3.1. At the Service Provider's sole discretion the Price shall be either; a) as indicated on invoices provided by the Service Provider to the Customer in respect of Services and/or Goods supplied; or b) the Service Provider's quoted Price (subject to clause 3.2) which shall

be binding upon the Service Provider provided that the Customer shall accept the Service Provider's quotation in writing within thirty (30) days.

3.2. The Service Provider reserves the right to change the Price in the event of a variation to the Service Provider's quotation due to;

- a) national inflation; or
- b) increases or decreases at recycling/disposal sites; or
- c) increases in fuel costs; or
- d) any other unforeseen and/or unexpected increase in the Service Providers costs.

3.3. The price for domestic bin collection is based on:

- a) the number of lifts in a chargeable period.

3.4. Bins may be weighed electronically by the Service Provider's collection vehicle and the weight so recorded is final.

3.5. At the Service Provider's sole discretion a deposit may be required.

3.6. Payment for the Hire of Goods shall be in advance on or before the commencement of each rental period.

3.7. Time for payment for the Services and/or Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fifteen (15) days following the date of the invoice.

3.8. At the Service Provider's sole discretion;

- a) payment shall be due on delivery of the Services and/or Goods, or
- b) payment shall be due before delivery of the Services and/or Goods, or
- c) payment for approved Customers shall be made by instalments in accordance with the Service Provider's payment schedule, or
- d) payment for approved Customer's shall be due thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices.

3.9. VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Delivery Of Services and/or Goods

4.1. At the Service Provider's sole discretion delivery of the Services and/or Goods shall take place when:

- a) the Customer takes possession of the Services and/or Goods at the Customer's address (in the event that the Goods are delivered by the Service Provider or the Service Provider's nominated carrier); or
- b) the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.

4.2. Delivery of the Services and/or Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

4.3. The Service Provider shall not be liable for any loss or damage due to failure by the Service Provider to deliver the Services and/or Goods (or any of them) promptly or at all.

5.Risk

5.1. The Service Provider retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.

5.2. If any of the Goods are damaged or destroyed following delivery the Service Provider is entitled to receive full recompense and/or all insurance proceeds payable for the Goods.

6.Title

6.1. It is the intention of the Service Provider and agreed by the Customer that ownership of the Goods shall not pass at any time.

6.2. It is further agreed that:

- a) the Goods shall be kept separate and identifiable; and
- b) the Service Provider may give notice in writing to the Customer to return the Goods or any of them to the Service Provider. Upon such notice any interest in the Goods by the Customer shall cease; and
- c) if the Customer fails to return the Goods to the Service Provider then the Service Provider or the Service Provider's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods; and
- d) the Customer is only a bailee of the Goods;

7.Customer's Disclaimer

7.1. The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Service Provider and the Customer acknowledges that the Services and/or Goods are bought relying solely upon the Customer's skill and judgment.

8. Defects

8.1. The Customer shall review the Services and/or Goods provided and shall within twenty-four (24) hours notify the Service Provider of any alleged defect, damage or failure to comply with the description or quote. The Customer shall afford the Service Provider an opportunity to check the Services and/or Goods within a reasonable time following delivery if the Customer believes the Services and/or Goods to be defective in any way.

8.2. No defects on bins will be entertained by the Service Provider.

9.Warranty

9.1. The Service Provider shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

10. Hire Terms

10.1. Immediately on request by the Service Provider the Customer will pay:

The cost of repairing any damage to the Goods caused by the negligence of the Customer or the Customer's agent; and

11. Customer's Responsibilities

11.1. The Customer shall:

- a) Take on hire for the minimum specified period as agreed between the Service Provider and the Customer; and
- b) operate the Goods only for its intended use; and
- c) keep the Goods in their own possession and control and shall not assign the benefit of the hire contract and the Customer accepts full responsibility for the safekeeping of the Goods.
- d) accept full responsibility for and indemnify the Service Provider against all claims in respect of any injury to persons or damage to property arising out of the use of the Goods during the hire period however arising.
- e) not alter or make any additions to the Goods.
- f) accept full responsibility associated with any costs or liability due to the Goods obstructing any person/s or property.
- g) The Customer shall be responsible for free access by the Service Provider to the site where the Goods are located.

12. Risk

12.1. The Service Provider retains property in the Goods nonetheless all risk for the Goods passes to the Customer on delivery.

12.2. The Customer acknowledges that they are liable for any loss or damage to the Goods from the time of delivery until it is returned to the Service Provider.

13. Sale of Goods Act 1893 and Sale of Goods and Supply of Services Act 1980

13.1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods Act 1893 (in particular sections 12-15), or the Sale of Goods and Supply of Services Act 1980, or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts laws or legislation.

14. Default & Consequences Of Default

14.1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.0% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.

14.2. Without prejudice the Service Provider shall treat dishonoured cheques, direct debits, or any other form of payment, as defaults in payment.

14.3. Without prejudice to any other remedies the Service Provider may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Service Provider may suspend or terminate the supply of Service and/or Goods to the Customer and any of its other obligations under the terms and conditions. The Service Provider will not be liable to the Customer for any loss or damage the Customer suffers because the Service Provider exercised its rights under this clause.

14.4. Without prejudice to the Service Provider's other remedies at law the Service Provider shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Service Provider shall, whether or not due for payment, become immediately payable in the event that:

- a) any money payable to the Service Provider becomes overdue, or in the Service Provider's opinion the Customer will be unable to meet its payments as they fall due; or

b)the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

c)a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

14.5. In the event that the Customer cancels their contract with the Service Provider the Customer is responsible:

a)to provide 30 days' notice of cancelation to the Service Provider

b)for the Goods belonging to the Service Provider until the Goods have been collected by the Service Provider; and

c)any waste in the bin at the time of collection. All such waste will be subject to and charged for at the Service Providers normal rates.

15. Data Protection Act 1988 & Data Protection Act 2003

15.1. The Customer and the Guarantor/s (if separate to the Customer) authorises the Service Provider to:

a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and

b) to disclose information about the Customer, whether collected by the Service Provider from the Customer directly or obtained by the Service Provider from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing (whether before or after judgement) a default by the Customer on publicly accessible credit reporting databases.

15.2. Where the Customer is an individual the authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003.

15.3. The Customer shall have the right to request from the Service Provider a copy of the information about the Customer retained by the Service Provider and the right to request the Service Provider to correct any incorrect information about the Customer held by the Service Provider.

16. Waste Management Act, (1996)

16.1. This agreement and all Service provided by the Service Provider is governed by and subject to the provisions of the Waste Management Act, (1996).

17.General

17.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2. These terms and conditions and any contract to which they apply shall be governed by the laws of Ireland and are subject to the jurisdiction of the courts of Ireland.

17.3. The Service Provider shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Service Provider of these terms and conditions.

17.4. The Customer shall not be entitled to set off against or deduct from the Price any sums

owed or claimed to be owed to the Customer by the Service Provider.
17.5. The Service Provider reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Service Provider notifies the Customer of such change. Except where the Service Provider supplies further Services and/or Goods to the Customer and the Customer accepts such Services and/or Goods, the Customer shall be under no obligation to accept such changes.