

Terms of Use

Mr. Binman undertakes to provide the following services:

- To collect refuse/waste/recyclable material for the purpose of disposal/recovery subject to the conditions set out hereunder
- To deliver such refuse/waste for disposal/recovery to a permitted/licensed facility
- To pay the charge levied by the relevant facilities / authority for the disposal/recovery of such refuse/waste/recyclable material.

The wheelie bins provided are the property of Mr. Binman at all times. Please ensure your bins are left out early morning for collection and brought back in afterwards. Please note, NO HOT ASHES IN WHEELIE BINS.

Bank Holiday Arrangements: Collections due on a bank holiday Monday will be collected the previous Saturday. Bins should be left out the evening before collection is due to facilitate early morning collection. For Christmas, Easter or other holiday periods, please refer to local press/our recorded message on our automated telephone system on 061 351127 or log onto our website www.mrbinman.com and view the latest news page.

Mr. Binman should be informed at least 14 days in advance of any changes in Customer details. Should a customer move house and no longer require their existing bin at a new address, their account must be cleared of any outstanding amounts owed before it can be closed.

Mr. Binman reserves the right to change the Price in the event of a variation to the Service 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.

Mr. Binman bins are fitted with Bin Identification Technology. This means that our collection vehicles can identify individual accounts and whether or not the bin should be emptied. It is important that you keep your account paid up to date and within the payment terms as detailed on your invoice. Payment must be made a minimum of 3 working days in advance to ensure your account is updated. If your account is not within our agreed terms our system will automatically reject your bin for collection. Same day payment cannot guarantee collection. Minimum single payment on any account or invoice must be no less than €20.

Any partial or full payment of this or any other invoice to the Customer will be deemed as acceptance in full of the terms and conditions listed here.

The bins required for using this service are supplied by Mr. Binman and remain the property of the company nonetheless, all risk passes to the Customer on delivery. These bins cannot be used for any other purpose other than for the services of Mr. Binman. The Customer is responsible for said equipment and hereby indemnifies Mr. Binman against all third party claims howsoever arising.

This service is provided on the basis that there will be at least one bin collection per calendar month. If bins are not presented in any particular month, and the Customer does not inform Mr. Binman of this suspension of service in advance, the Customer remains liable for the invoiced amount for that month. Mr. Binman reserves the right to withdraw this service from any customer who does not abide by these conditions.

Materials suitable for collection must be placed in a wheeled bin or caddy. Any materials presented in unidentifiable waste bags or contaminated bins will not be collected. Please refer to our website www.mrbinman.com for information on hazardous material that Mr. Binman is unable to collect.

Customers will be invoiced in advance for a defined period of time as set out on their invoice. Should a Customer wish to opt out of this agreement before the expiry of the contract, they are liable for the Price of the remainder of the term.

Termination of service: In order to terminate the service, one month's notice of your intention to terminate must be provided. If monies are still owed, Mr. Binman will not terminate the contract until the balance has been settled. Interest on any money owed will accrue at the standard rate of 2.5% until the balance due, including interest is paid.

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

Without prejudice to any other remedies Mr. Binman may have, if at any time the Customer is in breach of any obligation (including those relating to payment), Mr. Binman 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. Mr. Binman will not be liable to the Customer for any loss or damage the Customer suffers because Mr. Binman exercised its rights under this clause.

Cancellation

Mr. Binman may cancel these terms and conditions or cancel the provision of Service at any time by giving written notice. On giving such notice Mr. Binman shall repay to the Customer any sums paid in respect to unused service. Mr. Binman shall not be liable for any loss or damage whatever arising from such cancellation.

In the event that the Customer cancels their contract with Mr. Binman the Customer is responsible:

- a) for the Goods belonging to Mr. Binman until the Goods have been collected by Mr. Binman; and
- b) any waste in the bin at the time of collection. All such waste will be subject to and charged for at Mr. Binman's normal rates.

In the event that the Customer cancels delivery of Service the Customer shall be liable for any loss incurred by Mr. Binman (including, but not limited to, any loss of profits) up to the time of cancellation.

Introductory offers are available to first time Mr. Binman customers only and are subject to availability.

At Mr. Binman's sole discretion, a prepayment may be required from the Customer.

On request, Mr. Binman will provide a customer with a replacement bin(s) if the bin(s) originally given to the Customer to complete the Service have been damaged, lost or are otherwise in need of repair due to the negligence of the Customer. There will be a fulfillment fee of €35 per bin for this transaction.

If the Customer fails to return the Bins to Mr. Binman then Mr. Binman or an agent of Mr. Binman 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 Bins are situated and take possession of the Bins.

Customers can access any account details, lift information or payment history by contacting the Mr Binman office either via phone, website or email.

Data Protection: In order that we may provide you with an effective service, it is necessary for us to collect and use data relating to you. This data is mainly used to manage your Customer Account and for operational reasons. In addition data relating to you may be used for our own business purposes including, but not limited to market research and offers by us or other third parties which may be of interest to you. We may disclose your data to service providers who act on our behalf in connection with activities above but such agents are permitted to use your data only as instructed by us and are required to keep your data safe and secure. We will ensure that contractual arrangements are in place to ensure your data remains secure and you may request a copy of your data as per the General Data Protection Regulations.

Payment by Direct Debit: Payment by direct debit will be taken monthly on the first Tuesday of each month for that month's service. In the event that a Direct Debit for a Payment Amount is returned unpaid, Mr Binman reserves the right to represent the Direct Debit for payment 7 days after the day that it was last presented. Failed Direct Debits will give rise to a €10 charge per unpaid Direct Debit to cover bank charges, please note that the Customer is responsible for any related bank charges on their own bank account.