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Cromwell, Alexandra, Roxburgh, Ranfurly, & Surrounds

Customer Number: \_\_\_\_\_

**Residential Bin Agreement**

Date: \_\_\_\_\_

Between Trojan Holdings Ltd (the owner) and the "Customer" named below:

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

Bin Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Phone # \_\_\_\_\_

Mobile # \_\_\_\_\_

Email (required for account holders residing out of town) \*\* \_\_\_\_\_

Bin Serial # \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

I wish to receive my annual rental invoice by:      Post       Email   
\*\* (please ensure you have entered your email address above)

Payment option

Cheque/Cash       Online       Credit Card   
(02-0948-0317379-03)

The Customer agrees to hire from the Owner a residential wheelie bin of the size nominated above upon the terms and conditions set out in this agreement and in particular agrees to pay the Owner as follows:

1. An initial rental fee from the commencement date of this agreement \_\_\_\_\_ until 30 June 201\_\_, being \$\_\_\_\_\_. This initial payment must be made to the Owner in order for the service to commence and is Non-Refundable.
2. Thereafter while this agreement remains in force, an on going rental fee as determined by the Owner. Payment is required by 20<sup>th</sup> June annually for service to be continued beyond 30<sup>th</sup> June. This is Non-Refundable.

The Owner agrees to provide to the Customer a kerbside collection service of the wheelie bin on terms and conditions set out in this agreement and as amended from time to time in accordance with this agreement.

Signed by the customer: \_\_\_\_\_

## **Terms and Conditions of Hire:**

### **1. Hire period**

The Hire period shall be from the date of this agreement until it is terminated and for the avoidance of doubt the hire period shall continue for as long as the Customer retains the wheelie bin and continues to receive the kerbside collection service.

### **2. Hire and Empty Fee**

If any rental fee shall remain unpaid for a period of one month after the 30<sup>th</sup> June annually, the Owner may uplift the wheelie bin at any time without notice to the Customer. When the wheelie bin is uplifted in these circumstances this has the effect of terminating this agreement.

The Owner may, during the month prior to the 30<sup>th</sup> June annually, advise the Customer of a change to the rental fee. The Customer is deemed to have agreed to the change by continuing to accept the kerbside collection service and retaining the wheelie bin following the 30<sup>th</sup> June.

### **3. Loss or Damage to bin**

The Customer will indemnify the Owner against any loss or damage to the wheelie bin caused by the Customer. The Customer will upon demand, pay to the Owner any amount required to repair or replace a wheelie bin damaged or lost by the Customer.

### **4. No Assignment**

This agreement is personal to the Customer and applies to the address given above. It shall not be assigned to any other party without the prior consent of the Owner. Any person signing this document for and on behalf of the Customer (if not personally the Customer) warrants that they have the authority of the customer to enter this agreement on the Customers behalf. The person signing this agreement agrees to personally indemnify the Owner against all losses and costs that may be incurred by the Owner arising out of that person failing to have such authority. This agreement cannot be transferred to another party without the prior approval of the Owner. If the Customer moves to another address within the district and wishes to retain the wheelie bin the Customer shall inform the Owner and shall provide new address details.

### **5. Refunds**

Except as otherwise provided by statute the Owner shall not be obliged to provide any refund to the Customer of any portion of the hire and service fees upon termination of this agreement. However the Owner may in its absolute discretion give a refund where it considers exceptional circumstances exist. Notification of termination must be advised prior to vacating a property and leaving the bin behind for any refund to be considered.

The Owner's decision on any application for a refund shall be final.

### **6. Termination by the Owner**

Notwithstanding anything in this agreement the Owner may terminate the hire of the wheelie bin and the consequent kerbside collection service at any time. The Owner will give the Customer 7 day's notice of such termination after which this agreement shall come to an end.

The Owner will not be responsible to the Customer for any loss or damage the Customer may suffer on termination under this clause or for any termination under clause 2. The Customer remains liable for any rental fees as remain unpaid on termination.

## **7. Termination by the Customer**

Notwithstanding anything in this agreement the Customer may terminate the hire of the wheelie bin and the consequent kerbside collection service at any time. The Customer will give the Owner 7 day's notice of such termination after which this agreement shall come to an end.

The Owner will not be responsible to the Customer for any loss or damage the Customer may suffer on termination under this clause. Except as otherwise provided in this agreement, the Owner shall not be liable to refund any portion of the hire and service fees paid by the Customer and the Customer remains liable for any fees as remain unpaid on termination.

## **8. Kerbside collection service**

The Owner will provide a weekly collection of the wheelie bin during the hire period on the days and at the times as determined by the Owner from time to time, and on the conditions set out in the schedule to this agreement.

The collection schedule and conditions of the service may from time to time be amended at the Owners absolute discretion. Any changes to the terms and conditions of the kerbside collection service shall be effective and binding once they have been notified to the Customer. Public notification of any changes is deemed to be notice to the Customer.

Where streets and designated a Private Road and/or are too narrow for a collection truck to safely gain access the wheelie bin is to be left for collection by the Customer at a place agreed by the Owner.

The maximum weight allowed in a bin is 40kg.  
Please do not overfill bins, this may result in the bins not being emptied.

## **9. Waste Classification**

Please adhere to the following restrictions for kerbside collections....

### Permitted Waste

- General solid waste
- Greenwaste (e.g. lawn clippings, hedge clippings)
- Recyclable or reusable materials excluding bulky recyclable materials

### Controlled Waste

(Minor quantities of Household Special Waste normally present in household waste)

- Securely wrapped putrescible waste (fish or animal waste)
- Cold & wrapped ashes

### Prohibited Waste

- Special waste (e.g. septage, demolition material, tree stumps, tree trunks & branches greater than 150mm) except nominated Household Special Waste
- Cleanfill and/or hardfill (e.g. soil, stones, concrete, bricks, tiles etc)
- Bulky Recyclable Materials
- Hazardous waste

Hazardous waste includes, but is not limited to:

- Explosives
- Flammable liquids (paint, varnishes, lacquers etc)
- Flammable solids
- Substances liable to spontaneous combustion
- Substances which in contact with water emit flammable gases
- Infectious substances
- Corrosives
- Poisonous substances
- Toxic waste
- Oil
- Car Batteries
- Gas Bottles