



Bin Hire Agreement - Terms and Conditions

1. Definitions:

- 1.1 'KBH' means Kiwi Bins Horowhenua Limited.
- 1.2 'Customer' means the person named on this agreement
- 'Bin' means wheelie bin or drum supplied by KBH for the purpose of waste storage pending collection
- 1.3 'Services' means supply of bin and collection and disposal of waste therein at specified and agreed time
- 1.4 'Price' means the cost of and charges payable by the customer for the provision of the services outlined in this agreement

2. Services:

- 2.1 KBH shall reasonably endeavour to provide the services at the times set out in this agreement
- 2.2 KBH may delay, defer or change the date for provision of services (including change to the collection day due to Public Holiday) at KBH's discretion without incurring any liability to the customer.
- 2.3 KBH shall not be liable for the non-provision of services due to matters beyond KBH's control. Under these circumstances, KBH may suspend or reduce services for any period deemed necessary and prices will be reduced accordingly and as deemed appropriate by KBH.
- 2.4 Additional services provided at the customer's request will incur additional charges which the customer is liable for.

3. Terms and Renewal

- 3.1 This agreement commences on the date this form is completed or, on the date the bin is delivered to the customer's address.
- 3.2 The supply of services by KBH is governed by these Terms and Conditions.
- 3.3 This agreement is a regular rolling contract term which will automatically renew with the receipt of each payment, unless notified by either party under Clause 5.1 and 7.1

4. Price and Payment

- 4.1 The customer shall pay the price in the manner set out in this agreement.
- 4.2 The prices quoted for services are inclusive of GST
- 4.3 KBH requires that the customer provide KBH with Direct debit Authority enabling KBH to debit the customer's nominated bank account at the agreed date and time as specified in this agreement.
- 4.4 It is the customer's responsibility to ensure that sufficient funds are available to honour the direct debit authority.
- 4.5 The customer acknowledges and accepts that the price is payable irrespective of services not being required at any given collection period.
- 4.6 KBH reserves the right to alter the price at any given time, ensuring the customer is given no less than 30 days written notice.

5. Customer Obligations

- 5.1 The customer will ensure that:
 - The bin is not overfilled so that the lid cannot be properly closed
 - The weight of the bin when full, does not exceed 30kg/240L or 15kg/120L
 - No dangerous, toxic or hazardous waste, liquids, hard fill or hot ashes to be placed in the bin.
 - Waste is not to be compacted in the bin.
 - Where applicable, (wheelie) bins are to be placed kerbside by 7am on collection day.
 - For non-kerbside service, the bin must be safe and accessible for KBH to reasonably provide service.
 - They comply with all local authority bylaws in relation to waste disposal.
 - The bin is kept in a neat, clean and tidy condition and is used solely for the purpose of storing waste in terms with this agreement.

- Any changes to the customer's contact, bank or service details must be provided to KBH at the customer's earliest possible convenience.

6. Bin

- 6.1 The customer acknowledges that the bin shall remain the property of KBH, at all times.
- 6.2 Subject to normal wear and tear, the customer shall be liable for any cost to replace or repair a bin that has been in their possession.

7. Default

- 7.1 Non-payment of monies owing to KBH will result in KBH reserving the right to:
 - Charge a reasonable late payment fee, not exceeding 10% of the amount owing.
 - Suspend services under this agreement until the customer has paid in full all monies owing or,
 - Terminate this agreement and retrieve the bin
- 7.2 Termination of this agreement by KBH for non-payment will not relinquish the customer's liability to repay all monies owing including late payment fees and collection costs added for non-payment.

8. Termination

- 8.1 The customer may terminate this agreement by giving at least two weeks written notice to KBH
- 8.2 If applicable, the customer may apply to be refunded the amount of any advance payment, less the 2 week notice period.

9. Application of this Agreement

- 9.1 This agreement constitutes the entire agreement between KBH and the customer
- 9.2 This agreement replaces any and all previous agreements and arrangements made whether written or verbal, between KBH and the customer.
- 9.3 If any provision of this agreement is invalid, illegal, void or enforceable, the validity existence or the legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 9.4 This agreement is governed by the laws of New Zealand.

10. Indemnity

- 10.1 All conditions and warranties that otherwise might be imposed on KBH by law or otherwise are expressly excluded from this agreement to the maximum extent permitted by law.

11. Privacy Act

- 11.1 The customer authorises KBH to collect, retain and use any information about the customer for the purposes of assessing the customer's credit worthiness.
- 11.2 The customer authorises KBH to disclose any information obtained on it's behalf to any person or legal entity for the purposes set out in clause 11.1.

12. Sub Contracting

- 12.1 KBH may license or subcontract all or any part of the services without the customer's consent.

13. Waiver

- 13.1 Any failure by KBH to enforce any clause of this agreement or any forbearance, delay or indulgence granted by KBH will not be construed as a waiver of KBH's rights under this agreement.

14. Notices

- 14.1 All notices under this agreement shall be in writing and may be delivered by hand, mail facsimile or email to the address as notified by each party. A notice shall be deemed to be given:
 - In the case of hand delivery, upon acknowledgement of receipt by an officer, authorised employee, agent or representative of the receiving party.
 - In the case of posting, three days after posting date
 - In the case of facsimile, when the sender is able to produce a facsimile machine report indicating the entire facsimile was sent to the receiving number, and
 - In the case of email, when the sender can produce proof of email delivery including date and time, to the email address provided on this agreement.