



1. Definitions

In these Terms and Conditions:

"Address" means the collection address where materials are to be collected by the Company.

"Cooling-Off Period" means the period of 14 days after the customer has ordered a service, during which the customer may cancel the service without penalty, provided service delivery has not commenced at the Customer's request.

The "Company" means us, Bourke Waste Removal Ltd., the service provider.

The "Contract" means the agreements between you the Customer, and us the Company, to provide a service in line with a Service Package.

The "Customer" means any person of more than eighteen years of age, or legal entity to whom the Company is providing a Service Package.

"Receptacle" means bin, skip, bag, or other agreed container, into which the customer will place materials for collection, and from which the Company will collect the materials.

"Service Package" means the combination of conditions that makes up the service on offer, including the duration of service, frequency of service, material type(s), receptacle type(s), included weight, service charges, unit charges, billing periods, required minimum balance, and any other details specified as part of the Service Package.

"Materials" means any of waste, recyclable, or organic waste materials that may be collected by the Company.

2. Application

These Terms and Conditions apply to all contracts entered into by the Company to supply service(s) to Customers. They apply for the entire duration of the contract, or until replaced or updated.

3. Supply of Services and Receptacles

3.1. The Company will provide services to the Customer, in accordance with the agreed Service Package, and in line with the Company's Charter.

3.2. The Company reserves the right to make changes to the collection schedule attached to any Service Package, as and when required for any operational reason. Where possible, the Company will provide advance notice of any such change to the Customer.

3.3. Where the Company fails to perform the service at the intended date/time due to unforeseen circumstances or circumstances beyond its control, the Company will endeavour to perform the service at the next available reasonable opportunity.

3.4. Where the Company fails to perform the service at the intended date/time due to circumstances arising from the Customer's action or inaction, the Company will perform the service at the next scheduled service date/time.

3.5. The Customer must ensure that receptacles are presented for collection in advance of the advertised date/time of scheduled collection.

3.6. The Company may provide and deliver receptacles to the Customer for the storage of materials for collection.

3.7. The Company may charge for the provision of such receptacles. Any applicable charge will be advised in advance.

3.8. The Company may charge for the delivery of such receptacles. Any applicable charge will be advised in advance.

3.9. The Company will deliver any such receptacles, if required, within the timeframe outlined in our Customer Charter (available on our website), or as advised to the Customer at the time of ordering the service.

3.10. Ownership of the receptacle will remain with the Company after payment/delivery is complete unless agreed otherwise.

3.11. The Customer is responsible for the ongoing safety and security of receptacle(s) after delivery. The Customer should report damage to the Company who will arrange for repair or replacement as necessary. The Company may charge the Customer for any necessary repair or replacement.

3.12. The Company may refuse to service a receptacle that is deemed to be unsafe, overweight, or otherwise un-serviceable.

3.13. For billing purposes and to comply with legislation, any identification chips and/or labels attached to the receptacles must remain operational and/or legible. Where such identification is not operational/legible, the Company may refuse to service such receptacle until it is repaired.

3.14. The Customer must ensure that receptacles are used appropriately, and only appropriate materials placed in each receptacle. The Company may refuse to service a receptacle, or may apply additional charges for service, where inappropriate materials are placed in the receptacle.

3.15. The Customer must ensure that receptacles are accessible and placed safely for collection. The Company may refuse to service a receptacle where it is deemed unsafe to do so.

3.16. The Customer must ensure that no devices are affixed to the receptacle that might interfere with its normal or intended method of operation.

3.17. The Customer must ensure that receptacles are not filled beyond a safe weight level, or the designated fill level, and that materials are not mechanically compacted into the receptacle. The Company may refuse to service a receptacle where it is deemed unsafe or unreasonable to do so for any of the forgoing reasons.

3.18. The Company may charge an additional fee where the weight of material in a receptacle exceeds the maximum weight included in the Service Package and/or where the Service Package specifies a weight-based charge.

3.19. The Customer must facilitate reasonable access for the Company to perform all required services, insofar as it is within the Customer's control.

3.20. The Company utilises technology including weighing and identification systems to provide an accurate account of the service performed for each Customer. In the unlikely event of a technical failure on any such system, the Company may use estimations based on the Customer's historical account data or other similar relevant information. In such case the Company will endeavour to ensure that any such estimate is as fair as possible to the customer in the circumstances. **(Continued on next page.....)**



4. Payment for Services

4.1. The Company will charge for services in accordance with the agreed Service Package. Continued on next page

4.2. The Company may change the pricing for a Service Package and any such price change will have effect from the next renewal of such Service Package or later if so advised by the company.

4.3. The Company may change the pricing for a Service Package subject to legal requirement or regulation and any such price change will have effect immediately, or as advised by the Company.

4.4. The Customer will pay charges for the Service, including surcharges, in accordance with the agreed Service Package, and in the case of each invoice by the due date thereon.

4.5. The Company may apply a surcharge where the Customer fails to make payment in accordance with the agreed Service Package or payment method. Such surcharges may include "Late Payment Fees" and "Unpaid Direct Debit Fees".

4.6. The Company may offer "Prepaid" Service Packages. Such Service Packages may require the Customer to maintain a Balance in their account in order to obtain service. The Company will not deliver a service where the Customer's Balance is not in line with the required Balance, a minimum of 48 hours in advance of the scheduled service date/time in the case of such Service Packages.

5. Data Protection & Privacy

5.1. The Company will collect and retain any information provided by you to the Company, by any means including written, electronic or verbal, for the following purposes:

- To provide the services offered to you, and requested by you.
- To contact you in relation to the provision of services offered to you, and requested by you. This may include notifying you about the collection schedule, or changes to the collection schedule.
- To contact you in relation to payment for services provided to you.

5.2. The Company will not disclose your information to any third party except in the following circumstances:

- Where the third party forms part of the service delivery process and requires the information as part of the delivery of service.
- Where the Company is compelled, or believes it is compelled, by a lawful order from an appropriate authority.
- Where asked to do so by the customer concerned.
- To comply with any other legal obligation.

5.3. The Company will provide the Customer with access to their account information, through the Company's website. The Customer must keep their login information private and confidential.

5.4. The Company will collect and retain all information in line with the requirements of the Data Protection Act 1988 as amended.

6. Termination and Cancellation

6.1. The Customer may cancel the Contract during the Cooling-Off Period provided service delivery has not commenced at the Customer's request.

6.2. The Company may cancel or terminate the contract where the Customer has failed to make payment, or where circumstances beyond the Company's control, including Force Majeure, prevent the Company from continuing the contract.

6.3. Where a Customer terminates an account in accordance with these Terms and Conditions, and the Customer account contains a credit balance, the Customer will be refunded the credit balance within 14 days.

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

- a) for the receptacles belonging to the Service Provider until the Receptacles have been collected by the Service Provider; and
- b) 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.

7. Liability

7.1. The Company's total liability in respect of, or in association with any contract, will be limited to the total payments made to the Company, by the Customer, in respect of the Service Package within the applicable period of the Service Package