

**Waste Services Agreement terms and conditions (the "Agreement")**  
**Amended 11th July 2017**

**PARTIES**

This Waste Services Agreement is between you (the "Customer") and Panda.

**AGREED TERMS**

**1. Definitions**

The definitions and rules of interpretation in this clause apply in this Agreement.

- 1.1 "Bins" shall mean the green/brown/black or any other wheelie bin supplied by Panda to the Customer.
- 1.2 "Contaminated Waste in green Bin" shall mean all non –recyclable waste, which shall include, but not be limited to glass, clothes, nappies, food waste, garden waste, aeroboard, polystyrene, styrofoam, electrical equipment, batteries, liquids or oils, plastic film, bags (unless empty), fluorescent tubes and bulbs. The preceding list contained in 1.2 is not meant to be an exhaustive list.
- 1.3 "Contaminated Waste in black Bin" which shall include, but not be limited to, paint, electrical equipment, batteries, organic waste including food waste and hazardous materials/objects. The preceding list contained in 1.3 is not meant to be an exhaustive list.
- 1.4 "Contaminated Waste in brown Bin" shall include, but not be limited to, plastic bags/bottles, packaging of any sort, nappies, glass, stones, soils, metals, wire, cans, cardboard, ashes, coals or cinder, pet faeces or litter, cooking oils. The preceding list contained in 1.4 is not meant to be an exhaustive list.
- 1.5 "Customer" shall mean the person or entity to whom the Service is provided, and shall include any person acting on behalf of and with the authority of such person or entity.
- 1.6 "Data Protection", the Data Protection Acts, 1988 to 2003 as amended from time to time or any other applicable data protection laws.
- 1.7 "Panda" shall mean Starrus Eco Holdings Limited registered number 527552, having its registered address at Fassaroe, Bray, County Wicklow A98 KH67, the provider of the Services.
- 1.8 "Price" shall mean all payments due to Panda by the Customer for the provision of Services.
- 1.9 "Services" shall mean all services provided by Panda to the Customer, including but not limited to, the collection by Panda of the waste contained in the Customer's Bins and the disposal of such waste.

**2. Acceptance**

- 2.1 Any instructions received by Panda from the Customer for the supply of Services and the acceptance of delivery of the Services by the Customer shall constitute an agreement by the Customer to be bound by and accept these terms and conditions. No variation sought by Customer to these terms and conditions shall form part of any agreement unless specifically accepted by Panda in writing.
- 2.2 Panda has at all times sought to ensure that the supply of Services by Panda does not breach The European Communities (Unfair Terms in Consumer Contracts) Regulations, 1995

. However, any term(s) found by a Court or competent authority to be unfair shall be substituted with a term(s) that is deemed reasonable.

### **3. Payment**

- 3.1 The Price of the Service provided shall be at the sole discretion of Panda at the date of the application by the Customer.
- 3.2 Panda reserves the right to alter the Price in the event of changes in government levies, changes in applicable law relating to waste management and/or disposal of waste, VAT increases, increase of fuel costs or other unexpected increase in Panda's costs. See clause 12 for further details.
- 3.3 Where the Customer includes hazardous waste for disposal Panda will include additional charges on the invoice of the Customer which will require immediate payment.
- 3.4 Time for payment for the Services will be stated on the invoice or any other forms. If no time is stated then payment shall be due 30 days following the date of the invoice.
- 3.5 Payment shall be made by cash, bank cheque, credit card, direct debit, or by any other mode agreed between the Customer and Panda.
- 3.6 If the chosen method of payment is by direct debit the Customer must ensure that the account details provided are from a current account which can accept direct debits.
- 3.7 Panda will impose a penalty charge of €15.00 on unpaid direct debit instalments. The Customer will be notified in writing of the unpaid amount including the penalty charge.

### **4. Provision of Services**

- 4.1 The Agreement is personal to the Customer and the Customer shall not without written permission from Panda transfer this agreement to a third party and all delivery of Services to any third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 4.2 The failure of Panda to deliver the Services shall not entitle either party to treat to repudiate this agreement.
- 4.3 Panda shall not be liable for any loss or damage whatsoever due to Panda's failure to deliver or perform the Services promptly or at all.
- 4.4 Panda will only provide the Services for Bins that are presented on the kerbside. Bins must be left on the kerbside before 6am on the day the Bins are to be collected. If a Bin is presented late the Service will not be provided until the next scheduled collection date for that given waste type.
- 4.5 Panda may modify or suspend Services wholly or partially, with or without notice, if such action is deemed necessary by Panda (e.g. health & safety, security or other valid reasons) or if requested by an authorised authority.
- 4.6 In no event shall Panda be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties.

### **5. Ownership of Bins**

- 5.1 The Customer accepts and agrees that the Bins are and shall remain the property of Panda.
- 5.2 The Customer authorises Panda's representatives to enter on to the Customer's premises upon which the Bins are located for inspection of the Bins and/or recovering possession of the Bins. In the event of non-payment of an account or in circumstances where the Bins are used for other purposes, Panda reserves the right (in its sole discretion) to remove the Bins from the Customer's premises without prior notice.

5.3 If any of the Bins are damaged, in disrepair, tampered with, destroyed or in a state (in the opinion of Panda) that they are no longer fit for purpose in which Bins are reasonably intended, following delivery to the Customer, Panda is entitled to receive full compensation payable for the Bins.

## **6. Warranty**

6.1 To the extent permitted by statute, no warranty is given by Panda as to the quality or suitability of the Services and/or Bins for any purpose and any implied warranty is expressly excluded. Panda shall not be responsible for any loss or damage to the Bins, or caused by the Bins, or any part thereof however arising.

## **7. Customer Obligations**

- 7.1 The Customer shall hire the Bins for a minimum period as agreed between Panda and the Customer until it is terminated by either party giving thirty (30) days written notice.
- 7.2 The Customer shall notify Panda immediately by telephone of all the relevant facts in the event of any accident or injury. The Customer is not excused of their obligations to safeguard the Bins by giving such notification.
- 7.3 The Customer shall satisfy itself at commencement of the Agreement that the Bins are suitable for purpose and operate the Bins for their intended use only.
- 7.4 The Customer shall keep the Bins in their own possession and control and shall not assign the benefit of the agreement nor be entitled to a lien or charge over the Bins and the Customer accepts full responsibility for the safekeeping of the Bins and furthermore indemnifies Panda for all loss theft or damage to the Bins howsoever caused and without limiting the generality of the foregoing whether or not such loss theft or damage is attributable to any negligence failure or omission of Panda.
- 7.5 The Customer shall not alter, make additions to, deface or erase any identifying mark or number on or in the Bins or interfere with the Bins in any other manner.
- 7.6 The Customer accepts full responsibility associated with any costs or liability due to the Bins obstructing any person/s or property or being in a location that they should not be.
- 7.7 The Customer shall provide access to Panda's representatives of the premises where the Bins are located. If there are any delays due to access being delayed or unavailable then the Customer shall reimburse Panda for all expenses and costs associated with the Bins being unavailable.

## **8. Default of Agreement**

- 8.1 Interest on overdue accounts shall accrue from the date when payment becomes due daily until the date of payment at a rate of 1% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 8.2 In the event of non-payment of any invoice when due, the Customer shall indemnify Panda against all costs incurred by Panda in recovering the outstanding amount including legal costs.
- 8.3 Without prejudice Panda shall treat dishonoured cheques, direct debits, or any other form of payment, as non-payment.
- 8.4 Panda also reserves the right, if at any time the Customer is in breach of any of its obligation to suspend or terminate the supply of Services to the Customer. Panda will not be liable to the Customer for any loss or damage the Customer suffers because it exercised its rights under this clause.

## **9. Termination**

- 9.1 Panda may terminate this agreement by giving written notice to the Customer. On giving such notice Panda shall repay to the Customer any sums paid in respect of the Price. Panda shall not be liable for any loss or damage arising from such termination.
- 9.2 The Customer's account will not be closed until such time as the Bins are removed from the Customer's premises and any monies owed on the Customer's account have been paid in full.
- 9.3 In the event that the Customer terminates their agreement with Panda, the Customer is responsible:
- a) for payment of €30.00 (which payment shall cover collection, cleaning and re-branding of Bins);
  - b) for safeguarding the Bins until collection by Panda;
  - c) any waste in the Bins at the time of collection. All such waste will be subject to a charge at Panda's normal rates; and
  - d) any loss incurred by Panda up to the time of termination.

## **10. General**

- 10.1 If at any time any one or more of the provisions of the Agreement or any part thereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 10.2 Panda shall not be liable to the Customer for any indirect loss, consequential loss, special damages or expenses suffered by the Customer arising out of a breach of this Agreement by Panda.
- 10.3 In the event of a breach of this Agreement by Panda the remedies of the Customer shall be limited to damages only. Under no circumstances shall the liability of Panda exceed the Price of the Services.
- 10.4 No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following circumstances: industrial disputes, strike, act of God, fire, flood, explosion, power surge war or terrorism.
- 10.5 Panda reserve the right to vary this Agreement from time to time. In the event that this Agreement is varied by Panda, Panda will post notification of such changes to Panda's website or to an alternative hosting page and shall notify the Customer of the changes by SMS, email or post.
- 10.6 Panda shall provide not less than 14 days' notice to Customer of any proposed changes to this Agreement.
- 10.7 Within the 14 day period following notifying the Customers of a change to this Agreement the Customer may terminate the Agreement by giving not less than 7 days written notice to Panda. In the event the Customer does not terminate the Agreement within this 7 day period, the Customer shall be deemed to have accepted the change(s) to the Agreement.

## 11. Data Protection

- 11.1 The Customer authorises Panda to collect, retain and use any personal data about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and Services to the Customer; and to disclose information about the Customer, whether collected by Panda from the Customer directly or obtained by Panda 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 a default by the Customer.
- 11.2 Panda will not disclose Personal Data to third parties, outside of the Panda group, unless the Customer has consented to this disclosure or unless the third party is required to fulfil the Services (in such circumstances, the third party is bound by similar data protection requirements).
- 11.3 Panda may disclose Personal Data if they believe in good faith that they are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.
- 11.4 The Customer shall have the right to request from Panda a copy of their personal data retained by Panda pursuant to Data Protection Legislation and the right to request Panda to amend any incorrect personal data about the Customer held by Panda.

## 12. Contaminated Waste in green, brown and black Bin

- 12.1 Customer acknowledges and accepts that Panda is presently and continuously seeking to inform and/or educate Customers on correct use of Panda's green, black and brown Bin to seek to ensure that the Customer's Bin does not contain Contaminated Waste in green Bin, brown Bin or black Bin respectively.
- 12.2 Panda have installed photographic equipment/technology onto Panda's waste vehicles which shall permit Panda to examine and/or investigate whether waste linked to Customers account is either Contaminated Waste in green Bin, brown Bin or black Bin, respectively. Panda shall be entitled to impose contamination surcharges in circumstances where a Customer has put Contaminated Waste in green Bin, brown Bin or black Bin respectively and Customers agree to be liable for same. Such contamination surcharges shall range from €10.00 (ten euros) rising to €25 (twenty five euros) for repeated infringements by Customers.
- 12.3 In circumstances where, upon examination and/or investigation by Panda, Panda identifies that Customers Bin **does not** contain Contaminated Waste in green Bin, brown Bin or black Bin (where applicable), Panda shall be entitled to write to Customer and inform the Customer that such Bin **does not** contain Contaminated Waste in green Bin, brown Bin or black Bin (where applicable) or alternatively in circumstances where Panda identifies, in regard to Customers green Bin, one or more bags which contain substances/material/ and/ or unidentifiable waste in Customers green Bin, Panda shall be entitled to write to Customer and inform the Customer that such green Bin contains one or more bags containing substances/material/ and/ or unidentifiable waste and to request the Customer to empty such bags into the green Bin in the first instance and then put such "empty" bags in green Bin, "loose".
- 12.4 In circumstances where, upon examination and/or investigation by Panda, Panda identifies that Customers Bin contains Contaminated Waste in green Bin, brown Bin or black Bin (where applicable), Panda shall be entitled to;
- 12.4.1 Write to Customer to inform him/her that Customers Bin contained Contaminated Waste in green Bin, brown Bin or black Bin (where applicable) and Panda shall also enclose photographic proof obtained via Panda's Contaminated Waste detection system and inform Customer that any further infringement of Contaminated Waste in green Bin,

brown Bin or black Bin (where applicable) detected by Panda in any subsequent provision of Services to Customer may lead to an initial contamination surcharge of €10 euros (' Contamination Warning Letter').

12.4.2 If Customer has previously received a Contamination Warning Letter, and Panda subsequently identifies that a Customers Bin contains Contaminated Waste in green Bin, brown Bin or black Bin (where applicable), Panda shall be entitled to send another letter to the Customer. Such letter shall contain the following information; (a) Customer shall be informed and notified that Customers Bin contained Contaminated Waste in green Bin, brown Bin or black Bin (where applicable); b) Panda shall enclose photographic proof obtained via Panda's Contaminated Waste detection system; (c) inform the Customer that Panda is entitled to impose a contamination surcharge of €10 euros on Customers next invoice; (d) Panda shall notify Customer that further or repeated infringements shall entitle Panda to levy a contamination surcharge of €25 euros for further and subsequent infringements of Contaminated Waste in green Bin, brown Bin or black Bin (where applicable) and (e) put Customer on notice that Panda has the right (acting in its sole discretion) to terminate the Agreement with Customer ("Contamination Surcharge Letter").

**12.5 If Customer has any concerns or queries in regard to Panda's Contaminated Waste in green/ brown or black Bin , the Contaminated Waste detection system or Contamination Warning Letter or Contamination Surcharge Letters, please call 1890 626262.**

### **13. Governing Law and Jurisdiction**

13.1 These terms and conditions and any disputes or claims arising out of or in connection with these terms and conditions shall be governed by and construed in accordance with Irish law.

13.2 Both Panda and the Customer irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland in relation to any claim or matter arising under or in connection with these terms and conditions