

WISER LTD TERMS & CONDITIONS

DEFINITIONS:

- 1.1** "Wiser Ltd" means Wiser Ltd, the provider of the domestic waste collection Service, trading as Wiser Recycling, Wiser Bins on Wheels, Wiser Bin A Bag
- 1.2** "Customer" means the consumer to whom the Service is provided.
- 1.3** "Service" means the collection by Wiser Recycling of domestic waste in Bins provided by Wiser Ltd
- 1.4** "Bin" or "Bins" mean waste receptacles provided by Wiser Ltd for the purposes of provision of the Service and shall include any receptacles provided for mixed waste, dry recyclable, food waste, or other waste receptacle as from time to time may be provided to the Customer by Wiser Ltd.
- 1.4.1** "Food Waste Bin" means a Bin which has the words "Food Waste" or the letters "Food" on the label attached to it.
- 1.4.2** "Mixed Waste Bin" means a Bin which has the words "Mixed Waste" or the letters "Waste" on the label attached to it.
- 1.4.3** "Recycling Bin" means a Bin which has the words "Recycling" or the letters "Recycle" on the label attached to it.
- 1.5** "Bin Recovery and Account Termination Charge" means a charge payable by the Customer on termination of the contract within the first 12-month period. The charge reflects the actual expenditure in respect of recovery of all Bins in the possession of the Customer but will not exceed €50.00 which reflects the average recovery cost being €30.00 and the actual Bin sanitation cost of €20.00. All bins must be empty on the day of removal and one month's notice must be provided of cancellation.
- 1.6** "Bin Replacement and Attempted Recovery Charge" means a charge payable by the Customer on termination of the Contract by either party if the Customer does not allow Wiser Ltd to recover possession of the Bins (pursuant to the Customer's agreement in Clauses 6, 7, and 21). This charge will reflect the fees chargeable in respect of replacing the Bins (as set out in Clause 4) as well as any actual expenditure in respect of attempted Bin recovery (any charge for attempted Bin recovery will not exceed €20.00). The maximum Bin Replacement and attempted Recovery charge possible is €110.00 (€90.00 in respect of replacement of a standard set of three Bins (additional Bins outside the standard will be €30 per Bin) and €20 in respect of attempted recovery).
- 1.7** "Bin Recovery Charge" means a charge payable by the Customer on termination of the contract in certain circumstances. The charge reflects the actual expenditure in respect of recovery of all Bins in the possession of the Customer but will not exceed €40.00
- 1.8** "Credit Balance" means any sums prepaid to Wiser Ltd by the Customer, for a portion of the Service not yet provided by Wiser Ltd. This includes:
- (a) Any sum paid towards the Service in relation to Bins that have not yet been collected by Wiser Ltd.
 - (b) If a 6 monthly Service charge is payable and has been paid in advance, or if payable in instalments, any sum or part of a sum paid that corresponds to payment in respect of a month (of the 6 months of the relevant period) that has not yet started. Each month representing one sixth of the 6 months Service charge only.
 - (c) If an monthly Service charge is payable and has been paid more than one month in advance, any sum or part of a sum paid that corresponds to a month, that has not yet started.
- 1.9** Means any or all payments due to Wiser Ltd by the Customer in respect of the Service
- 1.10** "Out of Service Account" means an account that is unpaid and overdue by 7 working days or more.
- 1.11** "Per/Kg" means Per Kilogram

BIN USAGE:

- 2.** The Customer accepts, acknowledges and agrees that only domestic waste will be accepted in the mixed waste Bins, no hot ashes or hazardous waste shall be placed in any of the Bins and Wiser Bins Ltd will not collect any items which are not contained within the Bins provided. The Customer accepts and acknowledges that it will use the Bins at its own risk.
- 3.** The Customer shall ensure that the Bins are left outside on the footpath the night before the day of collection. Bins not left out on time will not be collected until the following scheduled Service day. The Customer is responsible for the location of the Bins and all consequences arising from each location in the event that they are damaged or cause loss or damage to a motor vehicle, person or otherwise. It is the responsibility of the Customer to take in the Bin immediately after the Bin has been emptied by Wiser Ltd.
- 4.** The Customer accepts, acknowledges and agrees that it will keep the Bins in good substantial repair and condition. The Customer accepts, acknowledges and agrees that, if any Bin, provided by Wiser Ltd is lost, damaged or stolen the Customer will be liable to pay Wiser Ltd a replacement fee of €30 per Bin (the Customer acknowledges that all Bins currently being collected by Wiser Ltd are the property of Wiser Ltd.).
- 5.1** Only material as described on our website or on the Bin as being mixed waste may be placed in the mixed waste Bin.
- 5.2** Only material as described on our website or on the Bin as being food waste may be placed in the food waste Bin.
- 5.3** Only material as described on our website or on the Bin as being Recycling may be placed in the Recycling Bin **NO BLACK BAGGED MATERIAL ACCEPTED IN RECYCLING BINS, MATERIAL MUST BE WASHED, CLEANED & LOOSELY PUT IN THE RECYCLING BIN**
- 5.4** The Bins are labelled by Wiser Recycling as such labels correspond with the descriptions as detailed above. These labels are crucial to the operation of the Service and as such labels applied to the Bins by Wiser Ltd should not be removed by the Customer or any third party and similarly no additional labels or stickers should be applied to the Bins by the Customer or any third party.
- 5.5** Any Recycling or Food bins that are left behind by Wiser Ltd due to the presence of contaminated material in the bin, the customer will have to pay the correct per/kg disposal costs to get the bin emptied as general waste.

OWNERSHIP OF THE BINS AND ACCESS TO THE BINS:

- 6.** The Customer accepts, acknowledges and agrees that the Bins are and shall remain the property of Wiser Ltd and hereby agree to permit Wiser Ltd to enter onto the premises on which the Bins are situated for the sole purpose of inspection and examination of the Bins and/or repairing or recovering possession of the Bins at such reasonable time as would facilitate such inspection, examination, repair or recovery. The permission to enter pursuant to Clause 6 shall only apply where notice has been served pursuant to clause 7 and the Customer does not avail of the opportunity to leave the Bins outside the premises.
- 7.** Wiser Ltd will provide the Customer with reasonable notice, and in any event not less than 24 hours' notice, of any such inspection, examination, repair or recovery of the Bins, informing the Customer of the time period within which such inspection, examination, repair or recovery of the Bins, informing the Customer of this time period within which such inspection, examination, repair or recovery shall take place, in order that the Customer may avail of the opportunity to leave the Bins outside the premises in the same way as they would for the purpose of Bin collection. In order to facilitate the process and avoid the necessity of permitting Wiser Ltd to enter onto the premises on which the Bins are situated. In receipt of such notice the Customer will have the opportunity to reschedule should the appointed time not be suitable. Notice will be given by way of a text message and the Customer must provide Wiser Ltd with a valid and in use mobile telephone number to which they agree these text notifications should be sent. Should such mobile number change then the Customer should notify Wiser Ltd of the change.

COLLECTION SERVICE:

- 8.** The collection Service will operate from Monday to Saturday on a fortnightly basis in accordance with the collection schedule as provided to the Customer on sign up, on sign up customers must pay a minimum of three months service charge before account will be activated and bins delivered, allow 5 working days for delivery of bins.
- 8.1** Wiser Ltd provide a household kerbside collection, your bin must be visible to the driver from a minimum of 60 yards from both directions and collection crews cannot enter private property to empty bins.
- 8.2** To comply with local authority and waste licensing regulations, your lid of your bin must be closed and all material loosely packed to enable it to be emptied without pulling, tugging or handling, in any way other than the mechanical action of the binlifter.

8.3 It is accepted and agreed that it is only the contents of the bin is for collection by Wiser Ltd, excess baggage at or near the bin is the sole responsibility of the customer, any bags out for collection will necessitate a call to the office, excess material provided will be reloaded into the bin and charged, the customer agrees that this charge does apply.

9. Wiser Ltd reserves the right to alter the collection schedule but will notify the Customer where reasonably practicable in advance.

CHARGES/PAYMENT:

10.1 The Customer will be notified by Wiser Ltd whether a 6 monthly Service charge applied in respect of the Service and the amount of that 6 monthly Service charge. Payment of the 6 monthly Service charges must be made in advance by the Customer and the Customer will be notified of any renewal/payment date at least one month prior to the payment being due. Terms of Payment are as agreed between Wiser Ltd and the customer at the time of the commencement of the Service but in any event shall be payment in advance of the provision of the Service. Should payment not be made in advance then Wiser Ltd reserves the right to withdraw or suspend or terminate the Service until the account is brought into line.

In line with new Government policy of incentivized charging, your invoice will show your service charge amount and weight allowed per bin lift for the invoice amount charged, any excess weight above the allowed weight per lift will be charged a set amount per / kg weight, all excess weight collected will be debited from your pre-paid account, all accounts must maintain **a minimum of €20 Credit on account an automated SMS will notify customers automatically when your Credit limit value is reached prior to next collection, allow 48hrs for processing of payments, Accounts not in credit cannot be collected, the bin weighing system will automatically stop the bin from collection if your account is not in credit.** If you're a paying by monthly Direct Debit the excess value will be debited monthly after the collection.

View your details on www.wiserbins.ie

Fair Usage Policy for invoice price plan.

a) This fair usage policy ("Policy") sets out an acceptable level of conduct between the Company and the customer relating to your use of the Service. This Policy is put into place to ensure that you will use the Service responsibly and appropriately.

b) By accepting the Terms and Conditions for the Service, you agree to be bound by this Policy.

c) The Company has calculated the weight of waste that is produced by various categories of households (e.g. based on the number of occupant's & residents) in a given period and the greater majority of households will comfortably operate within the **per lift** weight allowance set out below. The Company reserves the right to charge for the excessive weight value above the allowances. Details of the charges and the threshold allowance are set out in the Schedule.

- 140L waste bin Threshold 8kg – 15kg (depending on your chosen price plan)
- 240L waste bin Threshold 15kg – 24kg (depending on your chosen price plan)
- 360L waste bin Threshold 30kg – 37kg (depending on your chosen price plan)
- Excess weight charges 18 cent per kg

- 140L Brown bin Threshold 13kgs - 15kg (depending on your chosen price plan)
- Excess weight charges 11.5 cent per kg
- 240L Brown bin Threshold 13kgs - 15kg (depending on your chosen price plan)
- Excess weight charges 11.5 cent per kg

As of 1st September 2023, a new Waste bin levy comes into effect in Ireland. The waste bin levy is a tax on waste that is not recycled with the aim of encouraging recycling thus reducing the amount of waste being sent to landfill. How this will affect you as a customer - It will be charged at 1.135 cent per Kg on waste presented in your waste bin.

10.1.1 The Presentation of Bins for Service is deemed as acceptance of Terms and Conditions.

10.1.2 The Customer agrees to place their mixed waste Bins for collection at least 6 times in any 6 month contract period. This is necessary to allow Wiser Ltd provide the Customer with the most accurate pricing structure.

10.2 The Customer will be notified by Wiser Ltd of the manner in which charges and rates shall apply to the Service from time to time.

10.3 The rates/charges (to include the 6 monthly Service charge) chargeable in respect of the Incentivized Fair usage policy Service provided by Wiser Ltd will be reviewed periodically and the cost/rates/charges in respect of the Service to the Customer may change. Payment may be made by credit/debit/laser card, at your local post office, at Post Point outlets, online, about our offices, by phone or by downloading our Free App, view www.wiserbin.ie

10.4 Wiser Ltd reserves the right to cease or suspend the Service in the event of non-payment by the Customer.

10.5 In the event of termination of the contract, by either party, within the contract period, the Customer will be entitled to a refund of any unused element of the Service charge after the notice period but the Customer will be responsible for all unbilled weight related charges up until the date of termination. In the event of termination at the end of the contract period then the Customer will be responsible for all unbilled weight related charges up until the date of termination.

10.6 Customers acknowledge and accept that Wiser Ltd provides a prepaid Service and to ensure collection must have sufficient credit on their account 24 hours prior to their scheduled collection.

10.7 Customers may prepay monies to Wiser Ltd in respect of the Service by using the Wiser Ltd website.

10.8 Customers who prepay Wiser Ltd for the Service by utilization of Post Office may be charged an administration charge by Wiser Ltd to cover the administration charge levied by An Post. The Customer can avoid this administration charge by making payments of no less than €20 via the Post Office.

10.9 Wiser Ltd reserve the right to change pricing due to Market Increase or Government Levies and VAT increases or when there is a material change in costs of disposal of recyclables, food or waste material. Customers will be notified before any of these changes occur where changes take place within the billing period.

10.10 In relation to any rates chargeable by weight; in the highly unlikely even that Wiser Ltd weighing system fails while collecting a Customer's Bins, Wiser Ltd will only charge the Customer based on the average weights of their Bins over the previous 4 collections otherwise the Wiser Ltd recorded weights are final. **All Wiser vehicle weighing system are certified and approved under NSAI standards.**

10.11 Contaminated Bins. If your bin is contaminated with materials other than the materials allowed, a call charge and a collection charge cost for the collection of the contaminated bin will be charged or in line with the per/kg price for Waste.

GENERAL:

11.1 This contract and these Terms and Conditions shall apply for a period of 6 months and the customer is deemed to be bound by these Terms and Conditions from the date of the first payment made by the customer to Wiser Ltd in respect of the provision of the Service, or part of the Service, or the commencement of the provision of the Service to the customer by Wiser Ltd whichever is the earlier.

11.2 These general Terms and Conditions and any further Terms and Conditions that apply to the contract between the customer and Wiser Ltd will be provided to the customer in writing via our website or other means as may be used by Wiser Ltd but in any event will be made available to the customer and are at all times available on request, before the first payment is made by the customer. The customer has the right to cancel this contract within 7 working days of the first payment being made without any reason being given. If the customer cancels within the 7 day cancellation period they will be entitled to a full refund of all sums paid to Wiser Ltd and such refund will be made by Cheque from Wiser Ltd to the customer. The customer must inform Wiser Ltd that they wish to cancel in writing, either by post or email, and the written notification of the customers wish to cancel must contain the customer's name address and the account details of the account into which any refund is to be paid. If the Bins have been delivered to the customer by Wiser Ltd then a Bin Recovery Charge shall apply and will be deducted from any monies held by Wiser Ltd prior to their refund to the customer.

11.2.1 The customer agrees that only the customer can cancel or terminate the contract with Wiser Ltd and Wiser Ltd will not accept notices of cancellation or termination from any other party.

11.2.2 The customer agrees that they do not have the right of cancellation within the 7 day cancellation period if they agree that Wiser Ltd should start providing the Service and Wiser Ltd collects the customers Bins before the end of the 7 day period.

11.3 Wiser Ltd may change or add to these Terms and Conditions from time to time. Wiser Ltd will give the customer at least one month's notice in writing of any changes to these Terms and Conditions. If the customer wishes to cancel the contract because of the changes to these Terms and Conditions they can do so by

giving Wiser Ltd notice in writing by post or email at least 7 days before the changes come into effect (this right is subject to clause 11.3.2). On cancellation the customer will be entitled to a refund of their credit balance and no Bin Recovery Charge will apply. The written notification of the customer's wish to cancel must contain the customer's name, address and the account details of the account into which any refund is to be paid. Wiser Ltd reserves the right to refund monies by cheque to the customer.

11.3.1 The customer agrees that if they do not give Wiser Ltd written notice by post or email that they wish to cancel the contract at least 7 working days before the changes to these Terms and Conditions come into effect that they agree to be bound by them.

11.3.2 The customer agrees that any change to these Terms and Conditions necessitated by (a) act of the Oireachtas (b) Government Regulation or (c) European Regulation or Directive will not result in a right to cancel, as such changes are outside of the control of Wiser Ltd and are universally applicable. While Wiser Ltd will endeavor to give as much notice of any such changes as possible, once months' notice cannot be guaranteed as that is also a factor outside the control of Wiser Ltd.

11.4 Wiser Ltd may from time to time, issue to the customer separate further Terms and Conditions in respect of the Service and or the cost of the Service, Wiser Ltd will give the customer at least one month's notice in writing of any such further Terms and Conditions. If the customer wishes to cancel the contract because the further Terms and Conditions result in a price that is too high compared to the price the customer agreed to pay for the Service at the beginning of the contract, they can do so by giving Wiser Ltd notice in writing by post or email at least 7 working days before the changes come into effect (this right is subject to clause 11.4.2). On cancellation the customer will be entitled to a refund of their credit balance by cheque from Wiser Ltd and no Bin Recovery Charge will apply. The written notification of the customer's wish to cancel must contain the customer's name, address and the account details of the account into which any refund is to be paid.

11.4.1 The customer agrees that if they do not give Wiser Ltd written notice, by post or email that they wish to cancel the contract at least 7 working days before the further Terms and Conditions come into effect, they are agreeing to them.

11.4.2 The customer agrees that any change to further Terms and Conditions ("Plans") in respect of the cost of the Service which is necessitated by (a) government levies or (b) VAT increases, will not result in a right to cancel, as such changes are outside the control of Wiser Ltd and are universally applicable. While Wiser Ltd will endeavor to give as much notice of any such changes as possible, one month's notice cannot be guaranteed as that is also a factor outside the control of Wiser Ltd.

12. Wiser Ltd will give the customer reasonable written notice of the 6 month period of the contract coming to an end. The customer agrees that if they do not give Wiser Ltd written notice that they wish the contract to come to an end, at least 7 working days before the end of the 6 month period that the terms of the contract will continue to apply for a further 6 month period. As Wiser Ltd Terms and Conditions may change between one 6 month period and the next. The customer should ensure they are familiar with the Terms and Conditions as they pertain to the subsequent 6 month period. This is the customer's responsibility at the end of each contract period.

13. Wiser Ltd cannot be held responsible for any inconvenience arising from failure to provide the Service because of factors which could reasonably be considered to be outside the control of Wiser Ltd such as adverse weather conditions, adverse road conditions, unpredictable delays, caused by traffic congestion, road works, diversions or mechanical breakdowns which are unexpected and could not have been prevented by the proper execution of a reasonable preventative maintenance programme.

14. Any monies due and owing by the customer to Wiser Ltd which are overdue by more than 7 working days shall incur an interest charge of 12% per annum. This interest rate is based on overdraft rates and may vary from time to time.

15. If an account is an Out of Service Account and a final collection of waste in the associated Bins is attempted and such attempt is unsuccessful then Wiser Ltd will not be obliged to make any further attempts to collect or provide Service to such out of Service account until the account has been brought back into Service by payment of the outstanding charges.

16. If Wiser Ltd damages a Bin then Wiser Ltd will be responsible for the repair or replacement of that Bin. If the customer or third party is responsible for such damage then the customer will be responsible for the cost of repair or replacement of the Bin. The customer will be invoiced in advance for such repair or replacement and Wiser Ltd will not undertake the work until the invoice is paid. Wiser Ltd reserves the right not to provide the Service to a customer where their Bins are damaged to an extent that would make them unsuitable or unsafe for use in the Service.

17. Wiser Ltd reserves the right to record all telephone and other communications between it and its customers. This may be for training, quality or employee/customer complaint uses.

18. Where a customer is abusive to an employee of Wiser Ltd to such an extent that Wiser Ltd wish no longer to provide the Service to that customer as a result then Wiser Ltd reserves the right to terminate the contract and refund the customer by Cheque, any credit balance it may have after deduction of the Bin recovery and account termination charge.

TERMINATION:

21. Either party can terminate this contract on two months' notice. Termination of the contract must be in writing by post or email. The written notification of the customer's wish to terminate must contain the customer's name, address and the account details of the account into which any refund is to be paid.

22. On termination or cancellation of this contract, Wiser Ltd reserves the right to take possession of the Bins and the customer agrees to permit Wiser Ltd to recover the Bins as per clauses 6 and 7 of these Terms and Conditions.

23.1 Termination of this contract, within the 12 month period, by the customer, for any reason, other than total or partial non-performance of or inadequate performance of any of its contractual obligations by Wiser Ltd (not caused by factors outside the control of Wiser Ltd), within the 12 month period will result in a Bin recovery and account termination charge being charged to the customer.

23.2 On termination of the contract by either party, if the customer does not comply with clauses 6 and 7 and 22 to allow Wiser Ltd to recover the Bins, a Bin replacement and attempted recovery charge will be charged to the customer.

23.3 The Bin Recovery Charge does not apply to when the customer cancels the contract pursuant to any of the provisions in the clauses 11.3 to 11.4. 23.4 The customer agrees that Wiser Ltd can deduct any charge pursuant to clauses 23.1 and 23.2 from the customer's credit balance before refunding it to the customer.

23. These Terms and Conditions are legally binding for the duration of the contract.

"Wiser Ltd may use personal data relating to you ("Data") in the course of its legitimate business activities. Typically, such use of Data is as you would expect in a waste management business. You have certain rights with regards to our use of such Data. Full details of our use of such Data, the legal basis for processing such Data, recipients of such Data, the length of time we retain such Data, your legal rights with regard to such Data, and security arrangements around the transfer of such Data outside of the EU, are set out in our Privacy Policy here. "