



Southern Transport Co Limited
 PO Box 1104
 Invercargill 9840
 Ph: 03 216 9059
 Fax: 03 216 5530
 southern.transport@hwr.co.nz

Waste Bin Agreement

Between Southern Transport Co. Limited (the owner) and the "Customer" named below

Name: _____

Postal Address: _____

Post Code _____

Bin Address: _____

(if different from above)

Post Code _____

Phone Number: _____

Mobile: _____

Email: _____

Collection Frequency: Weekly Fortnightly Ring in

Bin Type:

240L Wheelie Bin 660L Wheelie Bin 1100L Wheelie Bin **12 Month Minimum Hire**

2m³ Front Load Bin 3m³ Front Load Bin **Monthly Rental Applies 12 Month Minimum Hire**

Huka Bin ____m³ Gantry Bin ____m³ **Monthly Rental Applies**

Waste Type:

Greenwaste Mixed Waste

Payment - Direct Debit

The Customer shall pay for all services purchased from the Owner in full without deduction on or before the 20th day of the month following the date of invoice ("the due date").

If the payment is not made in full on or before the due date then the Owner will activate the direct debit on the 25th of that month. If the 25th of that month is a weekend or Public Holiday the direct debit will be the next working day.

The Purchaser shall be immediately liable for all costs of collection and legal fees (on solicitor client basis) incurred by the Owner in the recovery or attempted recovery of any overdue amounts.

The owner agrees to provide the customer a collection service of the bin on terms and conditions set out in this agreement and as amended from time to time in accordance with this agreement. The bin remains the property of the Owner.

Signed by the customer: _____ Date _____



Terms and Conditions

1. Loss or Damage to Bin

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

2. 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 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 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 provide new address details.

3. Refunds

Except as otherwise provided by the statute the Owner shall not be obliged to provide any refund to the Customer of any portion of the 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 Owners decision on any application for a refund shall be final.

4. Termination by the Owner

Notwithstanding anything in this agreement the Owner may terminate the bin collection service at any time. The Owner will give the Customer 7 day's notice of such termination after which this agreement will 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 for any termination.

5. Termination by the Customer

Not with standing anything in this agreement the Customer may terminate the bin collection service at any time. The Customer will give the Owner 7 day's notice of such termination after which this agreement will 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 for any termination. Except as otherwise provided in this agreement, the Owner shall not be liable to refund any portion of the services and fees paid by the Customer and the Customer remains liable for any fees as remains unpaid on termination.

6. Collection

The Owner will provide a collection of the bin on days as determined by the Owner. Wheelie Bins must be out for collection by 8am on the morning of your collection day.

The collection schedule and conditions of service may from time to time be amended at the Owners absolute discretion. Any changes to the terms and conditions of the collection 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 access is too narrow for a collection truck to safely empty your bin, an alternative point will be discussed and approved by both parties.

Please do not overfill bins as this may result in the bin not being emptied

7. Waste Classification

Greenwaste

- Lawn clippings
- Garden/Hedge clippings
- Weeds
- COLD Ashes
- Food Scraps
- EXCLUDES Cabbage Tree Leaves

Mixed Waste

- General House Hold
- Recyclable or re useable materials excluding bulky recyclable materials

Prohibited Waste

- **Special waste (e.g. demolition material, tree stumps, tree trunks and 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 not limited to:
 - **Explosives**
 - **Asbestos**
 - **Flammable liquids (paint, varnishes, lacquers etc)**
 - **Flammable solids**
 - **Substances liable to spontaneous combustion**
 - **Infectious substances**
 - **Corrosives**
 - **Poisonous substances**
 - **Toxic waste**
 - **Oil**
 - **Car Batteries**
 - **Gas Bottles**
 - **Animal waste**
 - **Tyres**

I accept the terms of trading as detailed in the terms and conditions above and verify that the application details are correct.

Signed by the customer: _____ Date _____



Southern Transport Co. Limited

P O Box 1104
3 Spey Street
Invercargill 9810
Ph. 03-216 9059
Fax. 03-216 5530
Email. southern.transport@hwr.co.nz

ACCOUNT INFORMATION

Name of account to be debited:

Account to be debited:

Bank

Branch

Account

Suffix

To:

The Manager: Please print full postal address clearly

Bank:

Authorisation code:

Branch:

Address:

Date:

I/We authorise you until further notice in writing to debit my/our account with you all amounts which -

Southern Transport Co. Ltd

(hereinafter referred to as the Initiator)

The registered Initiator of the above Authorisation Code may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on this form.

Payer particulars:

Payer code:

Payer reference:

Name of Account (customer to complete):

Authorised Signature(s):

APPROVED

FOR BANK USE ONLY

1828	
03	15

Date Received

Recorded by

Checked by

BANK
STAMP

Original - retain at branch

Copy - forward to Initiator if requested

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

- 1) **The Initiator:**
 - a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at **least 10 calendar days** (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). The advance notice will include the following message: "Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date)."
*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.
 - b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
 - c) May, upon receiving written notice (dated after the date of this Authority) from a bank to which I/we have transferred my/our account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.
- 2) **The Customer may:**
 - a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and the Initiator.
 - b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank **prior** to the Direct Debit being paid by the Bank.
- 3) **The Customer acknowledges that:**
 - a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
 - b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
 - c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me/us and the Initiator.
 - d) Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of: - The accuracy of information about Direct Debits on Bank statements; and
- Any variations between notices given by the Initiator and the amounts of Direct Debits.
 - e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- 4) **The Bank may:**
 - a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
 - b) At any time terminate this Authority as to future payments by notice in writing to me/us.
 - c) Charge its current fees for this service in force from time-to-time.