### PINK BIN CO. LTD - INFORMATION SHEET

## GENERAL RUBBISH: \*\*\*\* BIN CANNOT CONTAIN\*\*\*\*

- Large tree stumps (may go into bin but beware it will probably put you over weight limit)
- Tyres,
- Paint,
- Fibrolite (asbestos),
- Polystyrene
- Bulk sawdust (must be bagged), bulk food waste, bulk glass (call office re this)
- Medical waste, hazardous goods
- If in doubt please phone the office (0800 746524)
- Hardfill/cleanfill we have separate bins for this see below

RUBBISH MAY BE RETURNED IF ANY OF THE ABOVE IS PUT IN BIN

### **GREEN WASTE ONLY BINS:**

- · No root systems with soil attached
- No branches of more than 10cm in diameter
- PLEASE BE AWARE OF WEIGHT LIMITS

If any general /hardfill is found mixed in with green waste, general rates will apply.

Weight limits For General and Green Waste: IF ORDERED AND PAID FOR MIXED BIN 3M OR 4.5M ONLY THESE WEIGHT LIMITS DON'T APPLY (SEE WEBSITE)

9cu.m 1.5 tonne (10 small trailers) 6cu.m 1.0 tonne (7 small trailers) 4.5cu.m 800kg (5 small trailers) 3cu.m 400kg (3 small trailers)

A 15 cents/kg (excl gst) overweight charge applies.

- Doors must be fully closed before removal.
- DO NOT FILL BIN PAST LEVEL (i.e. top of bin)
- <u>DO NOT MOVE BINS ON SITE.</u> ANY BIN REQUIRING SALVAGE (I.E. IS UNRETRIEVABLE AFTER BEING MOVED WITHOUT PERMISSION) OR ANY DAMAGE CAUSED ON RETRIEVAL IS AT HIRERS EXPENSE.
- ANY CHANGES TO PICKUP DAY PLEASE PHONE THE OFFICE (NOT THE DRIVER) 24 HOURS IN ADVANCE, OR A SERVICE CHARGE WILL BE INCURRED.
- HARDFILL OR CLEANFILL

# • 4.5cu.m or 3cu.m

- If any general rubbish is found mixed in with hardfill, general rubbish rates and weight limits will apply.
- Our hardfill/cleanfill bins now have three separate categories:
- HARDFILL is rocks, concrete, bricks, tiles only
- **CLEANFILL** is either clean clay **OR** clean topsoil and does not contain any organic or other contaminants. E.g. rock, concrete or rubble.
- MIXED is any combination of the above.

Due to the rules & regulations of NZ Land Transport Safety Authority, the NZ Police & the Occupational Health & Safety Authority, overloaded and insecure loads cannot be transported.

#### TERMS AND CONDITIONS FOR THE SUPPLY OF BINS

Note: "Pink Bins" refers to Pink Bin Company Limited and the term "you" refers to you as the customer.

- 1. <u>Terms</u>: The supply of bins and services by Pink Bins is governed by these terms and conditions, which may be amended from time to time as per clause 14.
- 2. Orders: Once your order has been received and confirmed by Pink Bins, you will be bound by a contract to purchase the services requested by that order, subject to your rights to cancel and/or vary the order set out in clause 3 of these terms and conditions either verbally or in writing.
- 3. <u>Cancellation of Delivery or Variation of your order:</u> You are entitled to cancel or vary your order prior to delivery of the bin, provided you do so with enough notice (24 hours) to prevent dispatch of an unwanted bin to your site. Cancellation or variation after dispatch or deliver will incur a "delivery but non use of bin" charge.
- 4. <u>Pick up:</u> Should you require a change in the agreed date for the pickup of your bin, you must notify Pink Bin's office with enough notice (24 hours) to prevent an unnecessary trip to your site. Failure to do so may incur an additional charge
- 5. **Price**: The price of the services to be provided as quoted at the time of receipt of your order, or as per agreement at time of opening an approved trade account. All prices are quoted based on the delivery address given at the time of placing your order, this may be subject to change if the address of delivery changes.
- 6. **Payment**: Payment by Cash, Cheque or Credit Card (Visa or MasterCard) on delivery of the bin or for Trade clients with a credit account on the 20th of the month following. Failure to make payment on the agreed terms may incur a penalty interest of 1.5% per month from the due date to actual date of payment.

Any expenses, costs or disbursements incurred by Pink Bin Co Ltd in recovery or attempted recovery of overdue money, including credit collection agency and/or solicitors costs, shall be paid by you in full.

#### 7. Use and care of bin/s whilst on your site:

- a. Refer Information Sheet overleaf.
- b. While you have a bin on your site, you must not:
  - Move the bin without Pink Bins' consent. Should you do so and we are unable to pick up the bin within a reasonable timeframe onsite, or within the agreed rental period, you may be charged for additional time for our driver on pick up and/or truck towing cost where applicable and additional onsite rental costs.
  - Fill any bin higher than level with the top of the bin, or fill it in such a manner to cause spillage of its contents on pickup or in transit.
  - Place in the bin any hazardous chemicals or materials including but not limited to asbestos, liquid paint, solvents, acid, oil or liquid concrete. Any damage to persons or property from Hazardous substances may be reported to and followed up by OSH.
  - Light fires in the bin.
  - Mix Hardfill and General Rubbish in the bin.
- 8. Risk: You will be liable to Pink Bins for any damage to a bin while in your possession, subject to normal wear and tear.
- 9. **Privacy**: You authorise Pink Bins to collect, retain and use personal information about you for the purpose of processing your payment for any services which you purchase from us. Under the Privacy Act 1993, you may request access to or correction of your personal information held by us.
- 10. **Force Majeure**: Pink Bins will not be liable for any failure or delay in complying with any obligation imposed by these terms if the failure or delay arises from any circumstance beyond our control, including without limitation fire, flood, earthquake, explosion, war, insurrection, sabotage, industrial disputes, transportation embargo, changes in law, delays or disruption by government or government agencies.
- 11. <u>Waiver</u>: If at any time Pink Bins does not enforce any of these terms or grants you at the time indulgence, we will not be construed as having waived that term or its rights to later enforce that or any other term.
- 12. <u>Severability</u>: If any portion of these terms is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.
- 13. Governing Law: These terms will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand Courts.
- 14. <u>Changes to Terms and Conditions:</u> Pink Bins may alter these terms at any time, notification of the changes will be made on our website, and in writing to Trade customers.