

Domestic Customer Terms & Conditions

Please read this document carefully, it contains important information about your rights & obligations, with particular reference to the service agreement.

1. Definitions

“**Oxygen**” means Oxygen Environmental, a private company having its primary office at Ballymount Industrial Estate, Dublin or any of its subsidiaries or associated companies including Cavan Waste Disposal;

The “**Customer**” or “**You**” or “**Your**”, means the individual or entity who accepts these terms and conditions and avails of the Services and/or completes the “**Customer Application form**” or their duly nominated individuals authorised to act, or receive or send communication on their behalf;

“**Customer Application form**” means the application for Services completed by or on behalf of the Customer for the services and all information, consents and statements contained therein, which may be given in written form, over the telephone or on-line; and

“**Data Protection Legislation**” means the Data Protection Act, 1988 and the Data Protection (Amendment) Act, 2003 as amended from time to time;

“**Services**” means the provision of the Waste Collection Service, the disposal of waste and any other service provided by Oxygen to the Customer;

“**Waste Collection Service**” means the collection of the waste contained in the Customers’ Bins by Oxygen;

“**Bin**”(s) means any wheelie bin supplied by Oxygen to the Customer to facilitate provision of Services;

“**Waste Disposal Operator**” means any individual or entity that is in the business of Waste Collection, disposal and or the provision of services similar to Oxygen’s Services.

2. Agreement

This agreement sets out the terms and conditions that apply to your purchase of services from Oxygen. These terms and conditions together with the Customer Application form constitute a legally binding agreement (“**Agreement**”) between Oxygen and the Customer. By accepting delivery of Services and or related products, the Customer agrees to be bound by and accept these conditions. No variation to these terms and conditions shall form part of the Agreement unless the changes have been made in accordance with this agreement.

3. Billing & Payment Terms

3.1 Where the Customer has made a prepayment for the supply and delivery of Bin(s), the deposit/prepayment may be refundable in accordance with the provisions of item 5.5 of these terms and conditions. Oxygen may at any time without limiting any of Oxygen’s rights or remedies, set off any amount owing to it by the Customer against any amount payable by Oxygen to the Customer.

3.2 The price of the service provided shall be *Oxigen’s* price ruling at the date of *the Customer* application form or as subsequently advised by the company.

3.3 The Price of Services may vary from time to time. *Oxygen* will provide written advance notification (by email or post) to *the Customer* in advance of any change to domestic service charges. Such notice shall be provided at least 14 days in advance of coming into effect.

3.4. *Oxygen* may for operational reasons change its billing method and frequency after prior notification to *the Customer*. *Oxygen’s* absolute preference is to issue bills in a paperless format and we may impose an administration charge for the issue of a paper bill. This charge will not exceed €18 on an annual basis.

3.5. *Oxygen* may, without notice, suspend service to *the Customer* wholly or partially if an Invoice is outstanding for 14 days after the invoice date. In the event of overdue payments, *the Customer* agrees to pay all collection and other costs incurred by *Oxygen* in the settlement process

3.6 If the chosen method of payment is by SEPA Direct Debit *the Customer* must ensure that the Bank Account details provided are from a current account which can accept SEPA Direct Debits. In the event of a cancellation of a SEPA Direct Debit instruction *the Customer* shall duly notify the Bank and *Oxygen* in writing of such cancellation.

As a member of the SEPA Direct Debit scheme, in which Banks and Originators of Direct Debits participate, if it is established that an unauthorised Direct Debit was charged to a customers’ account, the Customer is guaranteed a prompt refund by their Bank of the amount so charged. It is the responsibility of the Customer to advise Oxygen in writing of any change to Bank account details provided on the original direct debit instruction. Oxygen reserves the right to impose an administration charge of up to €5.00 on any/each direct debit presented which returns unpaid. The Customer will be notified either in writing or by email of the unpaid amount including administration charge. An alternative payment is required by Oxygen for the full sum owed within seven days from date of unpaid direct debit notification.

3.7 Where Invoices or other communications are sent by post, they shall ordinarily be sent to the billing address shown on the Customer application for (or any other address notified to Oxygen) and shall be deemed received by the Customer on the second postal date after the date of posting, and will be deemed received by the Customer on the same day if sent by Email.

3.8 If the chosen method of payment is by an alternative means other than Direct Debit, *the Customer* must ensure that their *Oxygen* account is maintained in a credit balance position with the agreed minimum credit balance maintained to ensure continuance of service. It is *the Customers* responsibility to ensure that adequate time is allowed for payments to be received at *Oxygen*. *In addition, Oxygen reserve the right to charge additional fees for the handling/ processing of payments other than direct debit. Such fees shall be reasonable and limited to offset the additional costs associated.*

3.9 *The Customer* may change from one billing plan to another with effect from the beginning of any charging period by telephoning the company on 1890 694 436 or by written notice – postal or email. It is incumbent upon the Customer to ensure *Oxygen* has received this notification.

3.10 In line with national strategy and legislation, all Customers will be migrated to a pay by weight system at some point. In the extremely unlikely event that the bin weighing systems fails, and we empty your bin, we will charge you based on your average weights. (Only applicable to those on a pay by weight service)

3.11 Upon transition to “Pay by Weight”(PBW), where an ‘annual’ or ‘periodic’ fixed charge invoice has been paid to a date after the implementation of pay by weight, we will calculate any credit balance due and credit it to your Oxygen account.

3.12 *Oxygen* will not accept any liability if the bin(s) is moved to a different location without prior timely notice to *Oxygen*.

3.13 Where practicable, *Oxygen* will make best endeavours to keep you informed of updates to your account, reminders of your payments due and other such items directly related to the service delivery or the payment for such services via electronic methods such as SMS or email.

4. Service Agreement

4.1 This Agreement is personal to *the Customer*. *The Customer* shall not, except with *Oxygen’s* written consent or in accordance with *Oxygen’s* standard transfer procedures, assign or otherwise transfer the Contract in whole or in part. Presentation of Bin for service collection will be deemed as acceptance of terms and conditions as detailed herein

4.2 The term of the Agreement shall be for a minimum period of 12 months from the first billing date or the contract commencement date subsequently advised by the company, renewable annually as set out in s.5.2

4.3 *Oxygen* may modify or suspend the service wholly or partially, with or without notice, if such action is deemed necessary by *Oxygen* (e.g. Health & Safety, Security or other valid reasons) or if *Oxygen* is requested by an authorised authority.

4.4 *Oxygen* will only service Wheelie Bins that are presented on the kerbside

4.5 Bins must be left on kerbside the night before scheduled collection, with the lid closed

4.6 Late presentation of a Wheelie bin will not be serviced until the next scheduled collection date for that given waste type.

4.7 In such case where service is not carried out on the day specified in the collection schedule *Oxygen* reserves the right to reschedule the visit to the next reasonable opportunity for such service and no claim shall lie against *Oxygen* by the Customer in this respect.

4.8 Wheelie bins provided to the Customer remain the property of *Oxygen* and may only be serviced by *Oxygen*. *Oxygen* may, without notice, remove its wheelie bins if presented for collection and/or for the use of another waste company. In the event of *Oxygen* Equipment being lost or stolen, the Customer shall immediately notify the company and the Customer shall remain liable for the cost of replacement bins. A charge of **€25 per bin** will apply.

4.9 *Oxygen* may impose an **Increased Monthly Standing Charge** and/or **Increased per Lift Charge** on Pre-Pay accounts where the general waste bin is presented less than once every **4 weeks**. *Oxygen* will provide written notification to the Customer in advance of any change to domestic service charges. In order to ensure non interruption of service the agreed minimum balance must be maintained on pay by use / pay by weight customer accounts.

4.10 Please note that, if notified by *Oxygen* that your account is on stop - you must make payment at least 2 full working days before next collection to ensure your service resumes.

4.11 In no event shall *Oxygen* be liable to the Customer for damage or losses suffered by the Customer as a consequence of acts or omissions of third parties.

4.12 *Oxygen* reserve the right to suspend the Services to the Customer wholly or partially of the Bins(s) are an excessive weight or the contents of the Bin(s) exceed the capacity of the container (i.e. a Bin is regarded as overloaded when the lid of the Bin does not sit comfortably on the body of the bin) – Please note that an average Bin weighs less than 25kg.

4.13 The Customer shall remain responsible for the safe and secure storage of the Bin at all times and also ensures that the Bin is not tampered with or contaminants to be placed in the Bin. Any costs incurred as a result of the repair requirements, where such tampering is deemed to have resulted the chip or any other part needing replacement, will be charged to the customer. (minimum €25).

4.14 The Customer is responsible for ensuring that there are no contaminants in the Bin(s). Please see list of allowable products on www.Oxygen.ie or in your welcome pack / customer updates for full listed details.

4.15 In the event of the contamination of a Bin being identified, the Bin may not be serviced as per schedule. A separate service arranged at a cost of €50 will be incurred, in addition to the weight/lift/service charge. In the event of the contamination being identified post service; the customer may be charged a disposal / cleaning charge of up to €50 in addition to the weight/ lift / service charge.

4.16 Fair usage policies will apply at all times, such as: where in the opinion of the company, excessive household waste is being generated, or one service is being shared amongst multiple households, or the service is business related waste, we reserve the right to suspend services, or charge additional fee's commensurate with the product / service being provided. The company's decision will be final.

4.17. Updates to Terms & Conditions: We will make every reasonable effort to communicate updates to future Terms & Conditions, by letting you know that they are published on-line, on our webpages, and email them to you, as well as copies being available in each office. The sending of such electronic notices to the given contact details, will be deemed as receipt of such updated terms & conditions. Normal acceptance criteria will apply.

5. Termination of Service

5.1 Either *Oxygen* or the Customer may terminate this Agreement on the expiry of the Term. If the Agreement is terminated by you before the expiration date of the Term for any reason other than *Oxygen*'s failure to adhere to these terms and conditions, You are liable to pay the sum of the monthly charges which would otherwise be payable until the end of the Term . Likewise, if the Services for the Term have been paid by You in full, You will not be entitled to a refund. *Oxygen* may terminate the service before the expiration date of the term upon provision of at least 14 days notice to you. Any credit balance (if applicable) will be refunded to You subject to section 5.5.

5.2 Upon expiry of the Term, unless you provide not less than 30 days ("Termination Notice") notice either by email, letter or by phone to *Oxygen*, this Agreement will be renewed on an annual period to period basis on the basis of the same Terms and Conditions.

5.3 *Oxygen* will only accept notification regarding changes or cancellation of the Customer Agreement from You and not from any unauthorised third parties.

5.4 An account will not be terminated until such time as the *Oxygen* wheelie bins are removed from the Customer's premises and any monies owed on the account is paid in full.

5.5 *Oxygen* will only issue refunds on receipt of the required written termination notification and the return of *Oxygen*'s wheelie bins, empty of all waste. The refund claim period is valid for 30 days from the return date of the company's wheelie bins.

5.6 If a contract is terminated for whatever reason before the **minimum contract term of 12 months**, the following cancellation charges will apply; (i) early cancellation fee of **€25** (ii) surcharge of **€25 per bin** for retrieving and cleaning the bins. Where a customer is on a Pay by Weight contract, the monthly service charge amount up until minimum contract term will be applied.

5.7 *Oxygen* reserves the right to apply a €25 surcharge for the bin retrieval and cleaning service.

5.8 *Oxygen* may, at its sole discretion, utilise the collections and debt recovery services of third party agencies. The data provided to the

agencies will be limited only to that necessary to perform the task and in line with the performance of obligations covered under this Agreement. In the event that *Your Agreement* is referred to such agency for recovery, an Administration Charge will be added to your account being 15% of the outstanding Balance or €15 whichever is greater.

6. Data Protection

Oxygen collect and Process personal data for legitimate business purposes undertaken by *Oxygen* which are connected with the delivery of services to You. *Oxygen* agrees that it will comply with the provisions of the Data Protection Legislation and any other applicable data protection laws in connection with the performance of its obligations under the Agreement.

7. Severability

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.

8. Law

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

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