

**KWD Recycling**  
**Waste Collection Terms & Conditions**

**1. Definitions**

For the purposes of these Terms and Conditions:

**1.1 KWD Recycling**

"KWD Recycling" means Killarney Waste Disposal trading as KWD Recycling.

**1.2 Customer**

"Customer" means the person who has entered into an agreement with KWD Recycling for the provision of domestic waste collection services.

**1.3 Service**

"Service" means the domestic waste collection service provided by KWD Recycling.

**1.4 Bin or Bins**

"Bin" or "Bins" means any waste receptacle supplied by KWD Recycling including, but not limited to:

- **Mixed Waste Bin** – a Bin displaying the word “Refuse” or the letters “RE” on the label attached to it.
- **Dry Recycling Bin** – a Bin displaying the word “Dry Recyclable” or the letters “DR” on the label attached to it.
- **Food Waste Bin** – a Bin displaying the word “Compost” or the letters “CT” on the label attached to it.
- **Glass Bin** – a Bin displaying the word “Glass” or the letters “GL” on the label attached to it.

All Bins remain the property of KWD Recycling at all times.

**1.5 Credit Balance**

"Credit Balance" means any monies paid in advance by the Customer for Services not yet provided.

Where a customer pays a six (6) month or twelve (12) month invoice in full, applicable monthly service charges and other charges due will be deducted from the Credit Balance as the Service is provided.

A Credit Balance may only be used against charges owed to KWD Recycling and does not represent a deposit unless otherwise agreed by KWD Recycling.

### **1.6 Monthly Service Charge**

"Monthly Service Charge" means the monthly portion of the Customer's selected service plan.

### **1.7 Recurring Card Payment**

"Recurring Card Payment" means an authority given by the Customer allowing KWD Recycling to automatically collect agreed payments from a nominated payment card.

### **1.8 Direct Debit**

"Direct Debit" means an authority provided by the Customer allowing KWD Recycling, through an approved payment provider, to automatically collect payments from the Customer's nominated bank account.

### **1.9 Out of Service Account**

"Out of Service Account" means an account which has insufficient funds, unpaid charges, or is overdue by more than seven (7) business days and may result in suspension of collections.

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## **2. Bin Usage**

The Customer agrees:

- to use the Bins only for domestic household waste;
- not to place hazardous materials, hot ashes, chemicals, or prohibited waste into any Bin;
- do not put household batteries, rechargeable batteries, lithium-ion batteries, car batteries, vapes, e-cigarettes, disposable vapes, power banks, and any item containing a battery. These items are strictly prohibited due to the serious risk of fire;
- not to overload any Bin beyond its safe operating capacity;
- not to place additional waste, bags or other materials beside or on top of any Bin unless agreed in advance by KWD Recycling.

Customers must not remove, cover, alter or damage labels attached to Bins by KWD Recycling.

Only materials specified by KWD Recycling may be placed into each Bin.

### **Food Waste**

Food waste must not be placed in the Mixed Waste Bin or any other Bin not designated for food waste.

Customers must place food waste in the Food Waste Bin provided by KWD Recycling, where available, or alternatively manage food waste through home composting or by bringing it to an appropriate authorised waste facility.

KWD Recycling reserves the right not to collect any Bin containing food waste where that waste has been placed incorrectly.

### **Contaminated Bins**

A Bin containing incorrect materials or contaminated with waste that is not accepted in that Bin will not be collected.

The Customer must remove the incorrect material before the Bin is presented again for collection.

Once the contamination has been removed, the Bin will be collected on the Customer's next scheduled collection day.

KWD Recycling reserves the right to refuse collection of any contaminated Bin until the contamination has been removed.

### **Additional Waste**

Additional waste, black bags or other materials placed besides, on top of, or attached to any Bin will not be collected unless prior agreement has been obtained from KWD Recycling.

Unauthorised additional waste will be left at the property.

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## **3. Bin Presentation**

The Customer must present all Bins for collection at the roadside, kerbside, footpath, or other safe and accessible public collection point adjacent to the property no later than the evening before the scheduled collection day.

The Customer is responsible for ensuring Bins are placed in a safe location. The Customer accepts responsibility for any loss or damage arising from the location or placement of Bins, including damage caused to vehicles, property, or persons.

Collection times may vary due to operational requirements, route planning, weather conditions, or unforeseen circumstances.

Bins that are not presented by the evening before the scheduled collection day may not be collected until the next scheduled collection.

The Customer agrees that the Mixed Waste Bin must be presented for collection at least three (3) times during any six (6) month service period or six (6) times during any twelve (12) month service period.

Bins must not be left behind walls, gates, fences, or other barriers, or within private property where access is restricted. KWD Recycling is not obliged to enter private property to collect Bins.

The Customer is responsible for ensuring that:

- the Bin is presented in a safe, visible, and accessible location;
- the collection vehicle and crew can safely access the collection point;
- the Bin is not obstructed by parked vehicles, locked gates, construction works, overgrown vegetation, or other obstructions;
- the lid is fully closed;
- the Bin is not overloaded; and
- the Bin is returned to the property as soon as reasonably practicable after collection.

KWD Recycling reserves the right not to collect any Bin which is damaged, unsafe, or unsuitable for mechanical emptying.

Where access is prevented by parked vehicles, road works, construction works, locked gates, dangerous road conditions, flooding, snow, ice, or any other circumstance beyond KWD Recycling's reasonable control, KWD Recycling will not be responsible for any resulting missed collection.

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#### **4. Bin Replacement**

All Bins supplied by KWD Recycling remain the property of KWD Recycling at all times.

If a customer believes a Bin has been damaged, they must email [info@kwd.ie](mailto:info@kwd.ie) with a photograph clearly showing the damage.

KWD Recycling will assess the damage.

Where damage is determined to have resulted from normal wear and tear arising through ordinary use of the Service, KWD Recycling will replace the Bin free of charge.

Where the Bin has been:

- lost;
- stolen;

- burnt;
- deliberately damaged;
- damaged through misuse; or
- damaged by a third party where the damage did not arise through the normal operation of the Service

The Customer shall pay a replacement charge of €30 per Bin before a replacement Bin is supplied. KWD Recycling may require payment for any repair or replacement costs before carrying out repairs or providing a replacement Bin.

KWD Recycling reserves the right to inspect any Bin before approving a replacement.

- Food Waste Bins are available for collection by Customers from the KWD Recycling office free of charge.

Where a customer requires delivery of a Food Waste Bin, a delivery charge of €5.00 will apply.

Customers wishing to have a Food Waste Bin delivered must contact the KWD Recycling office to place the delivery order.

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## **5. Ownership and Access**

All Bins supplied by KWD Recycling remain the sole property of KWD Recycling at all times. The Customer acknowledges that they have no ownership rights over any Bin supplied and must not sell, dispose of, alter, misuse, or retain any Bin for personal use following termination of the Service.

The Customer agrees to allow KWD Recycling, its employees, agents, or authorised representatives reasonable access to the property where Bins are located for the purpose of:

- inspecting and examining Bins;
- delivering, replacing, repairing, or maintaining Bins;
- recovering Bins following cancellation or termination of the Service; or
- carrying out any other action reasonably required in relation to KWD Recycling's property.

Where access onto private property is required, KWD Recycling will provide the Customer with reasonable notice and, where practicable, not less than twenty-four (24) hours' notice before attending the property.

Notice may be provided by text message or other contact method using the details provided by the Customer. The Customer is responsible for ensuring that their contact details, including mobile telephone number, remain accurate and up to date.

Following receipt of notice, the Customer may choose to place the Bin outside the property in an accessible location, in the same manner as it would normally be presented for collection, to allow KWD Recycling to complete the required action without entering the property.

Where the Customer does not make the Bin available or does not provide reasonable access following appropriate notice, KWD Recycling reserves the right to seek access to the property at a reasonable time, where necessary and following reasonable notice, to recover, inspect, repair, replace, or otherwise deal with its property.

Upon cancellation or termination of the Service, the Customer must make all Bins available for collection by KWD Recycling. Bins remain the property of KWD Recycling and must not be retained after the Service has ended.

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## **6. Collection Service**

Collections operate in accordance with the published collection schedule.

KWD Recycling reserves the right to amend collection schedules where operational requirements make this necessary.

Where reasonably practicable, Customers will be notified in advance of any permanent changes.

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## **7. Missed Bin Collections**

Where a Bin has been presented correctly but has not been collected, the Customer should notify KWD Recycling as soon as reasonably possible.

KWD Recycling will investigate the matter and, where appropriate, arrange a return collection.

A Bin shall not be regarded as a missed collection where it has not been collected because:

- the Bin contained incorrect materials or was contaminated;
- the Bin contained prohibited waste;
- the Bin exceeded the maximum permitted weight;
- the Bin lid could not be fully closed;

- the Bin was not presented correctly;
- additional waste had been placed beside or on top of the Bin without prior agreement;
- access was obstructed;
- road works, closures, diversions, or traffic management prevented access;
- severe weather or dangerous conditions made collection unsafe; or
- any circumstance beyond KWD Recycling's reasonable control prevented collection.

Where a collection cannot be completed due to circumstances beyond KWD Recycling's reasonable control, Customers may present reasonable additional bagged waste alongside their Bin on the next scheduled collection, subject to applicable charging arrangements.

Where a Bin has not been collected because it was contaminated, incorrectly presented, or otherwise did not comply with these Terms and Conditions, KWD Recycling is not obliged to provide a return collection.

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## **8. Circumstances Beyond Our Control**

KWD Recycling shall not be liable for delays or missed collections where safe access cannot be obtained due to circumstances beyond its reasonable control, including:

- road works;
- road closures;
- flooding;
- snow;
- ice;
- unsafe road conditions;
- traffic incidents;
- severe weather;
- emergency situations; or
- any other circumstance preventing safe operation of the Service.

Where an alternative collection cannot reasonably be arranged, Customers may present reasonable additional bagged waste alongside their Bin on the next scheduled collection, subject to applicable weight-based charging.

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## 9. Customer Responsibilities

Customers agree to:

- present Bins correctly for collection;
- ensure Bins remain accessible;
- use each Bin only for its intended purpose;
- keep Bins in reasonable condition;
- notify KWD Recycling of any change of address or contact details;

Customers must notify KWD Recycling before moving address so that account details, bin records, and collection arrangements can be updated. Bins remain the property of KWD Recycling and may only be moved to a new address with prior notification to KWD Recycling. Customers are responsible for ensuring the Bins are available at the new property and correctly presented for collection.

- notify KWD Recycling promptly of damaged Bins; and
- comply with these Terms and Conditions.

### Customer Conduct

KWD Recycling reserves the right to suspend or terminate the Service where a customer engages in threatening, abusive, or inappropriate behaviour towards KWD Recycling employees, contractors, or representatives.

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## 10. Charges and Payment

### 10.1 Service Charges

The Customer will be informed of the charges applicable to the Service at the time of sign-up and whenever those charges are amended in accordance with these Terms and Conditions.

Customers may choose one of the following service plans when signing up online:

- An introductory six (6) month service period;
- An introductory twelve (12) month service period; or
- Monthly payments for the first twelve (12) months.

Following the introductory period, the Customer's account will be billed in advance for either a six (6) month or twelve (12) month service period, depending on the payment option selected.

Customers who choose monthly payments during the introductory period will automatically move to a twelve (12) month billing cycle thereafter.

The invoice will show the total balance payable for the applicable six (6) month or twelve (12) month service period.

This total includes the applicable service fee together with charges based on the recorded combined weight of the Customer's Bins during the previous billing period.

A detailed breakdown of the weight charges will be available to the Customer through their online account.

Customers may:

- Pay the invoice balance in full by the due date; or
- Contact KWD Recycling to arrange payment by monthly instalments using an approved payment method; or
- Cancel the Service by contacting KWD Recycling, subject to any outstanding balance, charges already incurred, and any applicable notice requirements.

Customers choosing to pay monthly must ensure that all payments due under their payment arrangement, including applicable service charges and weight-based charges, are paid on time.

- Failure to maintain payments may result in the Customer's account falling into arrears and collection services being suspended.

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## **10.2 Payment Options**

Customers may choose to:

- Pay the invoice balance in full by the due date; or
- Spread the cost by making monthly payments using one of the payment methods approved by KWD Recycling.

### **Payment Methods**

Payments may be made by:

- Debit Card;

- Credit Card;
- Recurring Card Payment;
- Direct Debit;
- Online through the Customer portal;
- Telephone payment;
- Payzone;
- An Post;
- Payment at KWD Recycling offices; or
- Any other payment method approved by KWD Recycling.

Customers who choose to pay monthly must ensure that all payments are made on time and in accordance with the agreed payment schedule.

Failure to maintain payments may result in the Customer's account falling into arrears.

Where an account is in arrears, KWD Recycling reserves the right to suspend the Service, including Bin collections, until the outstanding balance has been paid or an agreed payment arrangement has been made.

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### **10.3 Monthly Charging**

Although Customers receive an invoice for a six (6) month or twelve (12) month service period, charges will accrue monthly.

Customers who pay their invoice in full will have the applicable monthly charges deducted from their Credit Balance as the Service is provided.

Customers paying monthly must ensure that all monthly payments, including applicable service charges and weight-based charges, are paid by the due date to keep their account up to date.

The total amount payable for the selected service period is unaffected by the payment method chosen.

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### **10.4 Direct Debit Payments**

Customers may choose to pay for the Service by Direct Debit.

By selecting this payment method, the Customer authorises KWD Recycling, through its approved payment provider, to collect payments from the Customer's nominated bank account in accordance with the agreed payment schedule.

Direct Debit payments will normally be collected between the **4th and 10th day of each month**.

The exact collection date may vary due to weekends, bank holidays, or payment processing requirements.

**The Customer must ensure that:**

The bank account details provided are accurate and remain valid;

sufficient funds are available in the nominated account on or before the collection date; and

any changes to bank details are notified to KWD Recycling promptly.

The Customer remains responsible for ensuring payments are made on time, regardless of any failed, cancelled, or rejected Direct Debit payment.

If a Direct Debit payment is unsuccessful, cancelled, or returned unpaid, the Customer's account may fall into arrears.

KWD Recycling reserves the right to contact the Customer regarding outstanding balances and may suspend collection services until the account has been brought up to date.

Customers may cancel their Direct Debit instruction at any time by contacting their bank or notifying KWD Recycling.

Cancellation of a Direct Debit instruction does not cancel the Service Agreement or remove the Customer's responsibility to pay any outstanding amounts due.

KWD Recycling may amend the amount collected by Direct Debit where required to reflect changes to service charges, weight-based charges, or the Customer's account balance.

Where required, the Customer will be notified before any amended payment is collected.

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## **10.5 Recurring Card Payments**

Customers may choose to pay by recurring card payment.

By selecting this option, the Customer authorises KWD Recycling to collect agreed payments automatically from the nominated payment card.

**The Customer is responsible for:**

- ensuring sufficient funds are available;
- ensuring the payment card remains valid; and
- notifying KWD Recycling of any changes to payment card details.

Cancellation of a recurring card payment does not cancel the Service Agreement.

The Customer remains responsible for all outstanding charges and payments due under these Terms and Conditions.

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## **10.6 Keeping the Account Up to Date**

KWD Recycling operates a prepaid Service.

Customers who pay their invoice in full will maintain a Credit Balance from which applicable charges will be deducted as the Service is provided.

Customers choosing to pay monthly must ensure that each payment is made in full and by the due date.

Accounts that do not have sufficient funds or available credit to cover charges may be placed Out of Service and collections may be suspended.

To avoid interruption to the Service, sufficient funds or credit should be available before the next scheduled collection.

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## **10.7 Suspension of Service**

KWD Recycling reserves the right to suspend or withdraw the Service where:

payment has not been received by the due date;

the account has become overdue;

the account has insufficient credit or available funds;

the Customer has failed to comply with these Terms and Conditions.

Collections will recommence once the account has been brought fully up to date or an agreed payment arrangement has been put in place.

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## **10.8 Changes to Charges**

KWD Recycling reserves the right to amend charges where necessary, including increases arising from:

- Government levies;
- VAT;
- disposal costs;
- recycling processing costs;
- fuel costs;
- legislative changes; or
- regulatory requirements.

Where practicable, Customers will receive at least one month's notice of any changes.

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## **10.9 Weight-Based Charges**

Where charges apply based on weight, KWD Recycling's recorded weights shall be final.

In the unlikely event of equipment failure during collection, KWD Recycling may calculate charges using the average recorded weight from the previous four (4) collections where available.

A minimum weight allocation of **4kg** may apply to Bins weighing less than 4kg. Bins presented with more than **55kg** of weight may not be collected for health and safety reasons. Additional charges may apply where annual waste weights exceed the applicable allowance for the Customer's selected service plan.

Maximum weight limits may apply for health and safety reasons and Bins exceeding those limits may not be collected.

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## **11. Introductory Offer and Eligibility**

### **11.1 Introductory Offer**

The introductory offer is available exclusively to genuine new domestic Customers.

The offer applies only to the Customer's initial selected six (6) month or twelve (12) month service period.

KWD Recycling reserves the right to amend or withdraw the introductory offer at any time.

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### **11.2 Existing Property Records**

Where a customer applies for the introductory offer at a property that has previously received KWD Recycling services, KWD Recycling may request evidence that the Customer has recently taken occupancy of the property.

Acceptable evidence may include:

- a tenancy agreement;
  - property purchase completion documents; or
  - any other document reasonably requested by KWD Recycling.
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### **11.3 Eligibility**

Where satisfactory evidence of recent occupancy is provided, the Customer may qualify for the introductory offer.

Where satisfactory evidence is not provided, KWD Recycling reserves the right to refuse the introductory offer and apply standard pricing.

KWD Recycling reserves the right to refuse or withdraw an introductory offer where false or misleading information has been provided.

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### **11.4 One Introductory Offer Per Household**

The introductory offer may only be claimed once per household following a genuine change of occupancy.

KWD Recycling reserves the right to refuse an application where it reasonably believes an introductory offer is being claimed to avoid normal charges.

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## **12. Contract Period**

These Terms and Conditions apply from the earlier of:

- the date the Customer first makes payment; or

- the date KWD Recycling first provides the Service.

The agreement continues for the selected six (6) month or twelve (12) month service period and automatically renews unless terminated in accordance with these Terms and Conditions.

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### **13. Renewal**

KWD Recycling will notify the Customer before the end of the current service period.

Unless notice to terminate is received in accordance with these Terms and Conditions, the agreement will automatically continue for a further service period.

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### **14. Payment Default**

- Accounts remaining unpaid may result in suspension of the Service.
  - Where permitted by law, KWD Recycling reserves the right to apply charges or interest on overdue balances.
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### **15. Out of Service Accounts**

- Where an account becomes an Out of Service Account, KWD Recycling may suspend waste collections.
  - Collections will recommence once the account has been brought fully up to date.
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### **16. General Payment Conditions**

Payment terms are those agreed between KWD Recycling and the Customer at the commencement of the Service.

Failure to maintain the required account balance may result in suspension or withdrawal of the Service until all outstanding amounts have been paid.

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### **17. Cancellation of Service**

Customers wishing to cancel the Service must provide KWD Recycling with a minimum of **thirty (30) days' notice** by contacting KWD Recycling.

The Customer remains responsible for all charges incurred up to the effective date of cancellation, including any outstanding balance due under these Terms and Conditions.

Following cancellation, all Bins supplied by KWD Recycling must be made available for collection and recovery from the property. Any refund due to the Customer will only be processed once all Bins have been successfully recovered.

Where a Credit Balance remains after all outstanding charges have been deducted, KWD Recycling will refund the remaining balance to the Customer.

Refunds will normally be processed within **five (5) business days** after the required cancellation period has ended and all Bins have been recovered.

Cancellation requests must be made by the Customer or an authorised person acting on behalf of the Customer.

Cancellation of the Service does not remove the Customer's responsibility for any outstanding payments, charges incurred, or obligations under these Terms and Conditions.

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## **18. Complaints**

Customers who wish to make a complaint regarding the Service should contact KWD Recycling using the contact details provided.

KWD Recycling will investigate complaints and aim to respond within a reasonable timeframe.

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## **19. Data Protection**

KWD Recycling will process Customer information in accordance with applicable data protection legislation and its Privacy Policy.

Customer information may be used for:

- providing the Service;
- managing Customer accounts;
- processing payments;
- communicating with Customers regarding their account; and
- complying with legal obligations.

KWD Recycling may record telephone calls and other communications for training, quality assurance, complaint handling, security purposes, and the administration of Customer accounts.