

## **Customer Charter**

Household Waste Collection
Customer Charter incorporating
Our Terms & Conditions
Our Cookie & Privacy Policies





## **CUSTOMER CHARTER**

## 1. INTRODUCTION

**The City Bin Co. Unlimited Company** (referred throughout this Charter as The City Bin Co.) is committed to providing the highest standards in the provision of waste management services to their customers. We have a commitment to providing a service that seeks to incentivise waste prevention and to encourage the segregation of waste so that it can be managed in accordance with the waste hierarchy, whereby waste prevention, preparing for reuse, recycling and other recovery are preferred over the disposal of waste. This approach is in line with current national waste policy in the area — A Resource Opportunity — Waste Management Policy in Ireland. This document is designed to communicate how we intend to provide household waste collection services in accordance with these principles to the public in a clear and concise fashion.



## 2. CUSTOMER SERVICE STANDARDS

- (a) We will provide a regular and reliable collection service and process your waste in a professional and environmentally sound manner.
- (b) All service provision will be carried out in line with current local and national legislation and in line with sustainable waste management practices. Our National Waste Collection Permit Office (NWCPO) waste collection permit number NWCPO-09-03628-07 and the details of the permit can be viewed at www.nwcpo.ie.
- (c) We will provide you with timely, relevant and clear information regarding your collections, including temporary changes resulting from public holidays, major events or adverse weather conditions.
- (d) We will consider any reasonable special requests that individual households may have.
- (e) We will explain clearly what our service rules are and the reasons for them.
- (f) We will respond to formal complaints we receive about our services in a timely and professional manner.
- (g) We will ensure that there are no direct impediments to you switching your service provider should you wish to do so.
- (h) We will design our service and carry out collections in a way that minimises litter and odour nuisance.
- (i) We will offer a "2 Bin" or "3 Bin" service (to facilitate the segregation of residual waste, recyclables and where appropriate, food/bio waste) in line with the relevant regulations in relation to food/bio waste [the European Union (Household Food Waste and Bio-waste) Regulations 2015]. The frequency of collection will be as follows:
  - Residual Waste Bin in line with the European Union (Household Food Waste and Bio-waste) Regulations 2015.
  - Recyclable Waste Bin at least every fortnight.
  - Food & Bio Waste Bin in line with the European Union (Household Food Waste and Bio-waste) Regulations 2015.

## 3. COMMUNICATION WITH CUSTOMERS

- (a) We will explain clearly what services you can expect to receive and will provide details of the collection services we offer on a county/city basis to the National Waste Collection Permit Office for publishing on their website.
- (b) We will provide you with clear and concise billing which will allow you to understand all elements of the costs involved in providing your waste services.
- (c) We will inform all customers availing of a domestic waste collection service at least 5 days in advance of any predictable alternative arrangements made for collection in relation to public holidays etc., or any proposal to vary the level of collection.
- (d) We will keep you informed of changes in our service that are designed to improve our service offering.
- (e) At the time of initial service provision, each customer will be provided with details of their service providers; full name and address, contact details (website where available, phone number, email, postal address), a clear breakdown of pricing policy for provision of service, process for accessing account statement and balances, procedure for receipt of payments, process for dispute resolution, procedure for customers who have fallen into arrears with their payments, where applicable, service provision frequency and details and the procedure for cancellation of service provision, including refund of charges where applicable. You will also be provided with details of the period of validity for the offer provided and advised of a cooling off period, should you wish to change your mind (usually any time prior to delivery of bins but at least 7 days from time of contract signing).
- (f) In the case of e-Commerce contracts with customers, and in line with reducing paper usage, all communication and documents will be sent by email, unless otherwise requested. In the interests of the environment and reducing costs we are committed to increasing communication by this method.
- (g) The service shall be renewed automatically at the end of each contract duration unless either party provides the other with at least 14 days' notice of its intention not to renew.
- (h) We will produce a version of this Charter which has been approved by the National Adult Literacy Agency.



## 4. HOUSEHOLDER RESPONSIBILITIES

- (a) In line with national policy, prevent, reuse and recycle waste as much as possible. Refer to national and regional campaigns that seek to help reduce waste production. Present your waste materials, properly segregated and placed in their respective bins / receptacles. Please refer to our Waste Segregation and Presentation Guidelines (see section 7 below) which are available on our web site <a href="https://www.citybin.com">www.citybin.com</a> or which are available to send to you by post, if requested.
- (b) Segregate your waste appropriately. Please note the procedure in place should the incorrect waste be placed in a bin (e.g. food waste placed in the recycle bin):
- (c) In the event that a bin with recyclable material is contaminated, and our crew notices this prior to the bin being emptied into the vehicle, then we will place a sticker on your bin asking for the error to be rectified and we will not empty it. If the crew member does not notice the contamination until after the bin is emptied into the vehicle, then The City Bin Co. may apply a charge of €30 per bin per incident.
- (d) In the event that you have difficulty paying your outstanding bill, please contact us directly as soon as possible as we have a procedure to agree an individual payment plan which deals with how we will manage customers who have difficulty paying their bill.
- (e) Contact us, as your waste management service supplier, if you have any queries on how best to manage any of your waste materials. We have the expertise to provide the appropriate service or advice on how to best resolve the issue.

# 5. PRICING, CHARGING MECHANISM AND ACCESS TO ACCOUNT INFORMATION

- (a) The range of service and costs for service provision will be clearly communicated to each customer.
- (b) New Customers will receive information on charging and pricing structures at the time of sign up i.e. whether over the phone, via website sign-up or via completion of hard copy application form.
- (c) Information, including a copy of Terms and Conditions of Business will be provided to Customers as part of new Customer Welcome Packs and will be available on our website <a href="https://www.nwcpo.ie">www.nwcpo.ie</a>.
- (d) Any changes to the Terms and Conditions of the business will be communicated to customers in a timely manner. Payment of invoices following such notifications shall be taken as acceptance of the updated Terms.
- (e) Customers will be entitled to easy access to their account information including statements / balances.



## 6. COMPLAINTS PROCEDURE/DISPUTE RESOLUTION

- (a) You are entitled to a fair and reasonable hearing when you have a genuine complaint or dispute and the company commits to resolving your issues as quickly as is reasonably possible. Please find our contact details for complaints: Freephone 1800 24 89 24 or email us on <a href="https://home.com">home@citybin.com</a>.
- (b) We will respond to formal complaints that we receive about our services in a timely and professional manner. In the case of written complaints, within 10 working days.
- (c) Complaints shall be logged on the individual customer account with a tracking facility to ensure the complaint has been resolved and the customer notified of updates or the course of action taken to resolve the issue.
- (d) Billing disputes are handled on a case by case basis and recorded. We will liaise with you directly to resolve the matter.
- (e) Dispute resolution including withdrawal of service will be in line with the company policy available on the company website or which is sent out by post on request. This will be a fair and equitable process in line with good consumer policies.

## 7. EDUCATION AND RAISING AWARENESS

- (a) We shall implement an education and awareness programme in relation to waste management for householders that we service. This will be available via promotional literature that we provide directly to you and via our website or through the website of the National Waste Collection Permit Office.
- (b) Information packs shall be available to all customers clearly indicating waste types appropriate to each bin and how to present material for recycling.
- (c) We shall work with other national bodies in promoting waste prevention, reduction and recycling e.g. EPA / Repak etc.
- (d) We will provide Waste Segregation and Presentation Guidelines to customers, or at a minimum to the National Waste Collection Permit Office for publishing on their website, which clearly explain which materials are to be placed in which bin and collect at a minimum the recycling materials set out below and as prescribed in the sixth schedule of the Waste Collection Permit Regulations. We will explain to you what happens to materials collected in the residual, recycle and food waste bins.



## YOUR NEW HOUSEHOLD RECYCLING LIST

## **Rigid Plastics**



Plastic Drink Bottles



Plastic Cleaning Bottles



Butter, Yoghurt & Salad Tubs



Fruit & Veg Trays



Plastic Milk Cartons



Soap or Shampoo Bottles

Clean, Dry and Loose

#### **Tins & Cans**



Soup Cans



Pet Food Cans



**Drink Cans** 



**Food Cans** 

## Paper & Cardboard



Letters and Brochures



Cardboard Boxes (Flat)



Egg Boxes



Toilet and Kitchen Roll



Newspapers



Tetra Pak Juice or Milk Cartons

# 8. TERMINATION OF SERVICE / REFUNDS / CHANGING SERVICE PROVIDERS

- (a) Should you wish to terminate your service provision, please advise us by email or by letter in accordance with Clause 5 of our Household <u>Terms and Conditions</u>. We will remove our bins by arrangement with you and any balance owing on your account, after a Cancellation Charge (if applicable) is deducted, will be refunded to you within 30 days of receipt of termination notice.
- (b) We will ensure that there are no direct impediments to you switching your service provider.

## 9. CHANGING EQUIPMENT AND OWNERSHIP OF BINS

- (a) At time of initial service provision, by agreement, each customer will be supplied with the appropriate bins / receptacles sized to service their specific needs.
- (b) In the case of changing equipment / ceasing service / changing service provider we commit to organising to arrange the collection of your old bins within a two week period of the ceasing of the service.
- (c) This Charter does not affect your statutory rights in any way and provides a simple interpretation of our commitment to you, our customer, and what we expect in return, to help ensure that you are provided with the best service level possible.



## **TERMS & CONDITIONS**

## 1. GENERAL

- a) All contracts made by The City Bin Co. (hereinafter referred to as the "Company") with you as the user of the Company's waste collection service (the "Service") shall be deemed to incorporate these terms and conditions (the "Contract"). No variation or addition shall form part of the Contract or any other contract unless specifically accepted by the Company in writing.
- b) The Contract shall over-ride and take the place of any other terms and conditions in any document or other communication used by you in concluding any business relating to the Service with the Company.
- c) You agree and acknowledge that you are bound by the terms of this Contract from the date of delivery of bins, or of the first payment made in respect of the provision of the Service, or from the date of first provision of the Service, whichever is the earlier (the "Commencement Date").
- d) For information about our privacy practices (and how we collect and use your personal data) and our use of cookies (and how you can manage or disable them) please see our separate **Privacy Policy** and **Cookie Policy** and the relevant sections below.
- e) By signing up to avail of the Service, and without prejudice to other terms herein, you agree and acknowledge that:
  - $\hbox{(i)} \hspace{0.5cm} \hbox{you\,will\,be\,bound\,by\,these\,terms\,until\,such\,time\,as\,your\,Contract\,is\,terminated\,by\,either\,party;}$
  - (ii) the Company may change its pricing plans but it will provide you with 14 days' prior notice;
  - (iii) the Company may seek payment from your bank for <u>all</u> charges due on your account (e.g. additional weight charges and / or penalties) throughout the term of your Contract without providing prior notice.

## 2. CHARGES AND PAYMENT

- a) The charge payable by you for the Service depends on your location and what option you choose when you are going through the Company's sign up process. The Company currently offers a number of different price plans which are periodically reviewed and updated.
- b) Before the Company makes a change to a price plan or before a price plan is due to expire the Company will:
  - (i) provide you with 14 days' notice of such change;

- (ii) provide you with information relating to the new price plans; and
- (iii) request that you inform the Company of your chosen new price plan within a specified period of time, (together the "**Notice**").
- c) If you do not notify the Company of your chosen new price plan within the period specified in the Notice the Company will automatically apply the new monthly pricing plan to your Service.
- d) In addition to information provided in any Notice, new customer price plans and offers are available for consideration at the following link: <a href="https://service.citybin.com/signup/">https://service.citybin.com/signup/</a>
- e) Changes to the Company's price plans may be necessitated by such matters including but not limited to:
  - (i) external commercial reasons beyond the Company's control;
  - (ii) Government legislation and/or Government Levies; and/or
  - (iii) VAT increases.

If you are not happy with the new price plans please note your right to terminate the Contract as set out in clause 8(f) below.

- All charges due for delivery of the Service must be paid by direct debit either from a bank account, debit or credit card
- g) By availing of the Service you hereby authorise the Company to:
  - (i) collect your bank account details, credit card / debit card details (or such other billing information necessary for the Company to receive payment for the Service);
  - (ii) at a minimum, retain such information until such time as your Contract is terminated in accordance with clause 8:
  - (iii) carry out payment requests to your bank to discharge all outstanding account charges (which for the avoidance of doubt will include any additional weight charges and / or penalties due on your account) on your assigned direct debit collection date; and/or
  - (iv) on providing you with advance notice, change your direct debit collection date (in accordance with clause 2(b) above or otherwise).
- h) If the chosen method of payment is direct debit from a bank account, you are responsible for ensuring that the bank account given is a current account which can accept direct debits.

- i) It is your responsibility to advise the Company of changes to your bank account, debit card or credit card details or if your debit card or credit card expires.
- j) The Company reserves the right, without notice, to suspend the Service wholly or partially if any charge in respect of the Service is outstanding for 14 days after the invoice date.
- k) The Company will impose an administration charge of €9.50 for every payment request not honoured by your bank (e.g. direct debits from your current account, debit card or credit card).
- If you wish to change your payment method, you must provide the Company with at least 7 days prior written notice of such a change. Such change may only occur from the beginning of the next charging period.

## 3. PROVISION OF SERVICE

- a) Strictly one set of bins per dwelling. Bins cannot, under any circumstances, be shared between dwellings.
- b) The provision of the Service applies to household waste only and no commercial waste can be presented for collection e.g. waste from Bed & Breakfasts, etc.
- c) Communications by post (e.g. billing, collections, service updates, etc.) shall ordinarily be sent to the billing address shown on the application form (or any other address notified to the Company) and shall be deemed received by you on the second postal day after the date of posting. Communications by short message service (SMS) and email (e.g. billing, collections, service updates, reminders, promotions, payments, etc.) will be deemed received by you on the same day.
- d) The Company retains ownership of its equipment (e.g. bins, locks, etc.) at all times. In the event any of the equipment is lost, stolen or damaged you shall immediately notify the Company and provide all relevant details of same. You shall be liable for the charges incurred by the Company in replacing or repairing same. Details of these charges are set out in the Schedule to these Terms and Conditions.
- e) By availing of the Service you agree and acknowledge that you will not or will not attempt to interfere, deface or in any way alter the look or functionality of the bin including, for the avoidance of doubt, by affixing or attempting to affix anything to the bin including lid straps, ties, clamps or any similar device used to keep the lid closed. Should the Company become aware of a breach of this provision, you will be notified of the breach and a penalty of €40 will be applied to your account. You

are responsible for the payment of such penalty in accordance with the payment obligations in this Contract. If you fail to rectify the breach within 14 days of receiving the notice, the Company shall be entitled to terminate the Service.

- f) The Contract is personal to you. You shall not, except with the Company's written consent or in accordance with the Company's standard transfer procedures, assign or otherwise transfer the Contract in whole or in part.
- g) The Company may reasonably modify or suspend the Service wholly or partially, if such action is deemed necessary by the Company (e.g. for maintenance, security or other valid and bona fide commercial and operational reasons) or if the Company is requested to do so by an authorised authority. In such circumstances, the Company will give you as much notice as reasonably possible. Please note your right to terminate the Contract in such circumstances as set out in clause 8(f) below.
- h) The Company provides different bins for different types of non-hazardous material. All non-recyclable waste must be disposed of in the general waste bin. The Company will apply a penalty of €30 per bin per incident to your account if a bin designed for recyclable material is contaminated with non-recyclable material e.g. landfill waste. You are responsible for payment of such penalty in accordance with the payment obligations in this Contract.
- i) The Company will not accept any liability if the bin(s) is/are moved to a different location without prior notice to, and agreement with, the Company.
- j) All bins to be collected must be left on the kerbside before 6:30am on the scheduled collection day. Any bin presented late for collection will not be serviced until the next scheduled collection time.
- k) If the service is not carried out on the day specified in the collection schedule on the grounds of a valid reason which is outside of the control of the Company (e.g. adverse weather conditions) the Company reserves the right to reschedule the visit to the next reasonable opportunity for such service and you shall have no claim against the Company in this respect. Please note your right to terminate the Contract in such circumstances as set out in clause 8(f) below.
- I) In no event shall the Company be liable to you for damage suffered by you as a consequence of acts or omissions of third parties.
- m) In the extremely unlikely event that the weighing systems fail, and we empty your bin, we will only charge you based on your average weights over the previous 4 collections.

## 4. FAIR USAGE

- a) These terms and conditions set out an acceptable level of conduct between you and the Company relating to your use of the Service and are in place to ensure that you will use the Service responsibly and appropriately.
- b) To ensure such fair usage and competitive pricing, the Company has calculated the average weight of waste produced by various categories of households (e.g. based on the number of residents) in a given period (i.e. 12 months) and produced its price plans accordingly. From these calculations the Company has calculated a **threshold allowance**.
- c) The majority of households should comfortably operate within this threshold allowance but the Company reserves the right to charge for excessive weight beyond this threshold allowance and will <u>not</u> notify you in advance of such additional charges being applied. Details of the additional charges and the threshold allowance are set out in the Schedule hereto.

## **5. PERSONAL DATA**

The Company's Privacy Policy sets out how the Company will treat your personal data and protect your privacy when you use the Service. By using the Service, you agree that the Company can use such data in accordance with our Privacy Policy, including for the purposes of on-boarding you as a new customer, processing payments or otherwise providing the Service. A copy of the current Privacy Policy can be found on the Company's website. By availing of the Service you agree to the terms of the Privacy Policy.

## 6. COOKIES

The Company uses cookies, [web beacons,] and similar technologies. These allow us to better understand the usage and traffic pattern of visitors and users on our website and to enable us to improve certain functions of our Service. While you can manage your cookie settings in your computer or device's browser, please be aware that certain parts of our site may not function properly if your browser is set not to allow cookies. For more information about our use of cookies and how you can manage or disable them, please see our Cookie Policy.

## 7. TERM

The Company will provide you with the Services pursuant to the terms of this Contract from the Commencement Date until such time as the Contract is terminated by either you or the Company in accordance with clause 8.

#### 8. TERMINATION OF SERVICE

- a) From the Commencement Date, the customer has the right to cancel this Contract within 14 days written notice (the "Initial Period") without any reason given and upon such cancellation they will be entitled to a full refund of all sums paid to the Company less the cost of delivery of the bins. All notices to the Company in this regard should be sent either by email to <a href="mailto:home@citybin.com">home@citybin.com</a> or by signed letter to The City Bin Co, Oranmore Business Park, Oranmore, Galway.
- b) After the Initial Period has elapsed and other than in the circumstances set out in clause (f) below this Contract may be terminated at any time without any reason given by you or the Company by giving at least 14 days written notice. All notices to the Company in this regard should be sent either by email to <a href="mailto:home@citybin.com">home@citybin.com</a> or by signed letter to The City Bin Co, Oranmore Business Park, Oranmore, Galway.
- c) The termination date of the Contract must coincide with the last date of a billing period. For example, if you are billed on a monthly basis, your 14 days' notice must, at a minimum, coincide with the last day of the month in which you intend to terminate the Contract.
- d) If the Contract is terminated within 12 months of the start date, a surcharge of €15 per bin shall apply. The surcharge relates to the cost to the Company for the collection and cleaning of the bins.
- e) Refunds, where applicable, will be made within 30 days of the cancellation notice.
- f) In any situation where you have been given notification of the Company's intention to alter the terms contained in this Contract or otherwise make any material changes to the Service, you are entitled to immediately terminate the Contract by giving written notice either by email to <a href="mailto:home@citybin.com">home@citybin.com</a> or by signed letter to **The City Bin Co, Oranmore Business Park, Oranmore, Galway.**

#### 9. LAW

These conditions shall be construed in accordance with and governed by Irish Law.

## **SCHEDULE**

## **Charges and Threshold Allowances**

Service Charge*	The service charge depends on your location and what option you choose when you are going through the Company's sign up process.
	New customer service charges and offers are available for consideration at the following link: <a href="https://service.citybin.com/signup/">https://service.citybin.com/signup/</a>
Replacement of bin	€20
Monthly Threshold allowance (Standard Plan)	42kg for General Waste 50kg for Organic Waste 30kg for Mixed Recycling Waste
Excessive Weight Charges	30 cents / kg for General Waste 20 cents / kg for Organic Waste 20 cents / kg for Mixed Recycling Waste

<sup>\*</sup>subject to you not having availed of any introductory offer which shall apply for the fixed period set out in such offer.

## **COOKIE POLICY**



The City Bin Co. respects the privacy of all visitors to our website. This cookie policy (the "**Cookie Policy**") outlines our policy concerning the use of cookies, web beacons and similar technologies.

We may update this Cookie Policy from time to time to reflect any changes in technology or legislation or our data usage policies which may affect the way in which cookies and similar technologies are used by us and how you as a user, can manage them.

### WHAT ARE COOKIES?

Cookies, web beacons and similar technologies are small text files placed in your computer, tablet, mobile or other device. They may collect information such as your device identifier (IDFA) or IP address. This information may be used to recognise when your device visits a particular website or clicks on a particular link or website or when you open emails we send you or links in them.

Cookie technology is customarily used to gather statistical information and to analyse trends of use or access to a website. Typically, the information generated by using cookie technology does not and cannot be used to identify you as an individual, just the device you are using.

More information about cookies and how you can manage them can be found at <a href="www.aboutcookies.org">www.aboutcookies.org</a>.

## WHY WE USE COOKIES?

Cookies, web beacons and similar technologies allow us to better understand the usage and traffic pattern of visitors and use on our website and to enable certain functionality on our services. Cookies also help us make your experience on our website more efficient and more enjoyable.

#### WHICH COOKIES DO WE USE?

The cookies, web beacons and similar technologies that are used in connection with our website can be categorised as follows:

## Strictly necessary cookies

Strictly necessary cookies enable services that you have specifically requested from us. We use a number of cookies which are essential to the operation of certain services available via our website. For example, certain cookies enable you to log into certain areas of our website or help ensure the content of the pages you request loads quickly. Without these cookies, services that you have asked for cannot be

properly provided. We want you to understand these are necessary cookies and why we use them; but, we do not need to get your consent to use them on our website as we use these cookies only to provide you with services that you have requested.

#### **Functionality cookies**

Functionality cookies allow our website to remember choices you make while on our website such as:

- remembering your settings;
- remembering if you have reacted to something on our website so you are not asked to do it again;
- remembering if you have been to our website before; and
- remembering your location.

The aim of functionality cookies is to provide you with a more personal experience so that you do not have to reset your preferences each time you visit our website.

We may also use functionality cookies to enable you to comment on an article or provide enhanced services such as enabling you to view a video on our website. You may disable any of these functionality cookies, but if you do so, then various functions of our website may be unavailable to you or may not work the way they were meant to work.

#### Performance analytics cookies

Performance analytics cookies collect information about how visitors use our website, for example, which pages our visitors go to most often, and if they get error messages on those pages. Performance cookies do not collect information that identifies you as an individual; all information they collect is aggregated and anonymous. The information gathered is only used to improve how our website works.

#### No targeted advertising

We do **not** use cookies to:

- (a) track users' browsing habits on our website for the purpose of displaying targeted advertising; or
- (b) track users' browsing habits on a third party website for the purpose of displaying targeted advertising and/or allowing a third party to use cookies to track users' browsing habits on its website for the purpose of displaying targeted advertising.

## THIRD PARTY COOKIES

Third parties (including providers of external services like web traffic analysis services) may also use cookies on our website, over which we have no control. For example, we use Google Analytics to help us analyse how our website is used. You can find out more about this website analytics tool here: <a href="http://www.google.com/analytics/index.html">http://www.google.com/analytics/index.html</a>. Google Analytics uses performance cookies to track visitor interactions. By using cookies, Google Analytics can tell us which pages our users view, which are most popular, what time of day our websites are visited, whether visitors have been to our websites before, what website referred the visitor to our websites, and other similar information. You can find out more about how Google protects your data in Google's privacy policy at <a href="http://www.google.com/policies/privacy/">http://www.google.com/policies/privacy/</a>.

### **WEB BEACONS AND PIXELS**

We may also use web beacons, pixels or similar technology in our email communications with you to determine if an email has been opened and acted upon.

## **HOW YOU CAN MANAGE OR DISABLE COOKIES**

You can disable and/or delete all types of cookies by using your browser settings. Cookies are generally easy to disable and/or delete but how you do so varies from browser to browser. The "help" function within your browser should tell you how to do it. The best way may be to close your browser and then search for "cookie folder" or "cookie manager" or simply "cookie".

Please note that if you choose to disable and/or delete cookies, certain parts of our website may not work correctly or at all.

## **PRIVACY POLICY**

This privacy policy and statement ("**Privacy Policy**") describes the information The City Bin Co. (the "**Company**") will collect from time to time in order to accommodate the provision of our services to you, related information requests and our intended use of that information.

The Company respects your right to privacy and will not collect any personal information about you without your consent.

By viewing or using our website you accept and agree to all of the provisions of this Privacy Policy.

## **DATA COLLECTION**

For the purpose of ensuring the smooth operation of the Company's waste collection service (the "Service"), the processing of your payments for that Service as well as any queries and/or other information requests you may have, we will require and collect from you such personal data as your name, address, telephone number, e-mail address and other contact and billing information.

#### **PURPOSE**

The personal data you provide to us will be used for the following general purposes:

- (a) to provide the Service or otherwise carry out payment requests to your bank which you have authorised when requesting the Service;
- (b) to contact you in connection with your account;
- (c) to respond to any queries or information requests you submit to us; and
- (d) to respond to any complaints or other communications you submit to us.

## **DISCLOSURE**

We may share your personal information with any member of our group, which means any subsidiaries, any holding company and its subsidiaries, as defined in the Companies Act 2014.

We may disclose your personal information to third parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation; or in order to enforce or apply our terms and conditions of the Service and other agreements; or to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

We may also share aggregated, non-personally identifiable information and de-identified data with our partners or others.

### TRANSFERS ABROAD

We may transfer and maintain your data on servers located outside of the European Economic Area (EEA) but only in or to such countries outside of the EEA which have been approved by the European Union as providing adequate levels of data protection.

#### **SECURITY**

We will take commercially reasonable efforts to ensure that your data is held on secure servers and that it has appropriate security measures in place to prevent unauthorised access to, or unauthorised alteration, disclosure or destruction of, your data and against their accidental loss or destruction. Please be aware, however, that despite our efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed as entirely secure.

We make no representations or warranties as to the security of any information transmitted to or by us over the Internet

## **ACCESS, UPDATE OR DELETE YOUR DATA**

If you wish to access, update or delete the personal data we hold on file about you, please contact us by e-mail at <a href="https://need.citybin.com">https://need.citybin.com</a>. This email address is being protected from spambots. You need JavaScript enabled to view it. A request to access or obtain details or copies of such personal data may be subject to a prescribed fee.

If your account is closed or becomes inactive or suspended, we may maintain certain information for record-keeping and analysis purposes. While we may retain information for these purposes, we may, at our sole discretion, delete it for any reason at any time and are under no obligation to maintain it.

## **COOKIES**

Our website uses cookies, [web beacons] and similar technologies. These allow us to better understand the usage and traffic pattern of visitors and use on our website and to enable certain functionality in our Service.

For more information about our use of cookies and how you can manage or disable them, please see our Cookie Policy.

### THIRD PARTY MATERIAL

We accept no liability howsoever arising for the content, accuracy or reliability of any third party materials or websites, or any part thereof, which may be referenced from time to time by link or other means at our website or for the data collection and use practices or security measures exercised by such third parties.

#### **ASSIGNMENT**

We may assign or transfer information (including your personal data) to a third party in the event of a sale, merger, insolvency, termination of business operations, or transfer of all or substantially all of the assets and/or liabilities of the Company. In each case, such third party shall be obliged to undertake to use your personal data in accordance with the terms of this Privacy Policy or on such other terms as may be separately agreed between you and that third party. All commercially reasonable efforts will be made to notify you in the event of such a transfer and provide you with an opportunity to opt-out.

## **CHANGES TO THIS PRIVACY POLICY**

Any changes made to this Privacy Policy from time to time will be published on our website.

In the event any change to this Privacy Policy results in your personal data being used in a way which is substantially different from that disclosed to you at the time it was collected, we will use commercially reasonable efforts to notify you to determine whether or not we may use your personal data in this new way.

### **CONTACT US**

Any questions or complaints relating to this Privacy Policy should be directed to:

The City Bin Co., Oranmore Business Park, Oranmore, Galway

Tel: +353 91787800

Email: home@citvbin.com



If you have any questions regarding our service, your account or if you just want to provide feedback, please email home@citybin.com, freephone 1800 24 89 24 or get in touch via Social Media.

We'd love to hear from you.

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