

Evolve Ventures Limited Terms of Trade



Evolve Ventures Limited Refuse Service Terms and Conditions.

Everything you need to know about hiring our bins and using our services ordered through our website, via email or over the phone.

1. Definitions

- "Us" "Our" "We" or "Evolve Ventures" means Evolve Ventures Limited (the owner of this website).
- "Customer" or "You" means the person who purchases services from us on the website, via email or over the phone.
- "Price" means the cost of and charges payable by the Customer for the provision of the Services.
- "Services" means supply of a Wheelie Bin, collection and disposal of waste placed in the Wheelie Bin at the times/frequency specified.
- "Wheelie Bin" means equipment or bin supplied by Evolve Ventures Limited for the purpose of storage of waste pending collection.

2. Making orders

When you place an order with Evolve Ventures, you agree to use our services on a regular, ongoing basis until you cancel in accordance with clause 6. You agree to leasing and taking proper care and maintaining the Wheelie Bin, as property of Evolve Ventures Limited. Our frequency options are fortnightly.

3. Delivering your bin

When booking/starting the Service, Evolve Ventures will organise a delivery date of the Wheelie Bin with you. There is a one-off delivery charge of \$10 including GST.

4. Scheduled collections

Evolve Ventures will use its reasonable endeavours to provide the Services at the times and otherwise on the terms as set out in this agreement. Evolve Ventures may delay, defer or change the date for provision of Services (including changing the collection day e.g. as a result of a public holiday) at Evolve Ventures discretion without incurring any liability whatsoever to the Customer. Evolve Ventures will empty your Wheelie Bin on the scheduled collection date, or within two working days after your scheduled collection date if there is a public holiday. For any changes around public holiday or delays in collections we will note information on our website and Facebook page or via email. The wheelie bin must be placed kerbside unless otherwise agreed.

5. Charges and Payment

Bin Size	Product	Price Per Service	Frequency	Subscription
140L	Refuse	\$11.20	Fortnightly	Yearly
140L	Refuse	\$12.00	Fortnightly	Six Monthly
140L	Refuse	\$13.00	Fortnightly	Pay 2 weeks in advance
Enquire about pricing for assisted services				

You can pay yearly, six monthly or 2 weeks in advance by manual or automatic payment, controlled by you from your bank account or set up a more convenient direct debit. All payments must be made in advance prior to collection day. The Price quoted for the Services in this agreement are inclusive of Goods and Services Tax.

If you are overdue on your payments, we reserve the right to stop collecting your bin. If we do not receive payment from you we reserve the right to remove the bin, and charge for the cost of the bin as well as the collections in arrears.

6. Cancelling your service & moving house

The minimum term is 3 months service at the quoted rates, for any shorter periods a casual rate will apply. This agreement will automatically renew with the receipt of each payment, unless cancelled by either party.

The Customer may cancel their Service at any time with one months' notice by calling written notice by email to: [waipa.manager@evolveventures.co.nz]. To remove the Wheelie Bin, it will need to be placed on the Kerbside.

If you are moving house, please inform us by written notice via email to: [waipa.manager@evolveventures.co.nz] as to if you would like to take the Wheelie Bin with you to your new address or end the service. The Wheelie Bin is leased to you personally and not the address, please do not leave the bin for a new tenant without prior arrangement.

7. Missed collection

If Evolve Ventures turn up to undertake the Service and the Wheelie Bin is not out at the kerbside, the charge will be levied. Evolve Ventures are happy to make up the collection when next in the area for no extra charge.

8. Using and looking after your bin

Please DO:

- a) Put your Wheelie Bin out by 7am on the day of your collection.

- b) Place your Wheelie Bin on the grass verge or berm closest to where our collection vehicle passes, so the wheels are closest to your house and the lid is closest to the road.
- c) Make sure the Wheelie Bin is clear of trees and other obstructions like parked cars or street light poles.
- d) Contain all the waste inside your Wheelie Bin without letting it spill over, and ensure the lid is closed.

Please do NOT:

- a) Light fires or place hot embers or hot ash in the Wheelie Bin.
- b) Put any liquids or explosive, toxic, dangerous, hazardous or noxious materials in the Wheelie Bin. This includes materials like asbestos, acids, solvents, paints, unwrapped broken glass, minerals, grease or cooking oil, or concrete or any other solid materials that will not compact i.e. microwaves.
- c) Fill the Wheelie Bin to overflowing.
- d) Allow the waste in your Wheelie Bin to exceed 50kgs.

9. Extra Waste/Extra collections

If you have additional waste out that doesn't fit in your Wheelie Bin, we will assume that you would like us to remove that as well as the waste in your wheelie bin. In those instances, we reserve the right to charge for the additional waste.

- a) If your Wheelie Bin is out not on your collection day and you require it to be serviced outside of your collection day and frequency, then we will charge an extra collection fee.
- b) If you would like us to collect extra waste, please put it in black bags.

10. On-property assist service collection

On-property collection and assisted services may be offered. This will need to be agreed on, prior to start of Service by calling 0800 652 505 or by email to: [waipa.manager@evolveventures.co.nz]. If we are providing on-property collection, please ensure the placement of the Wheelie Bin(s) is accessible by our staff. Evolve Ventures reserve the right to refuse on-property collection. An additional fee will be levied for on-property assist services.

11. Liability

The Customer will be liable to Evolve Ventures for any damage to our Wheelie Bins whilst in your possession, fair wear and tear excluded, and for any liability we incur as a result of you not complying with these terms.

Evolve Ventures will not be liable for not providing the Services as a result of any matters beyond Evolve Ventures control. In such circumstances, Evolve Ventures may suspend

or reduce the provision of the Services for such periods as Evolve Ventures deems reasonable and the price paid during this period shall be reduced by such amount Evolve Ventures deems appropriate.

12. Making changes

a) Changes to Terms

From time to time, Evolve Ventures may need to amend these terms and conditions. . We want to make sure we are acting reasonably and in good faith. If any changes we make could have a detrimental impact on you, we will give you at least 28 days' notice of the change by emailing you and publishing the change on our website. Continuing to use our Services after being notified in this way indicates you accept the changes. If you do not agree to the changes, you have the right to terminate this agreement.

b) Changes to Charges

Evolve Ventures may change our prices from time to time. When we increase the prices for your Services, we will give you 28 days' notice by emailing you.

c) Changes to Services

Evolve Ventures may change our Services from time to time. If the change is within our control, we will provide you 28 days' notice of such alterations by emailing you and by publishing the change on our website.

13. Privacy

The Customer authorises Evolve Ventures to collect, keep and use personal information you provide to us to process payment for our Services, or for any other purpose that you authorise. We comply with the Privacy Act 2020, and you have the right to access and correct any personal information we hold about you (there may be a reasonable charge for this).