

On-demand Kerbside Large Item Collection

TERMS AND CONDITIONS

1. Acceptance

- 1.1. These Terms and Conditions (Terms) constitute a legally binding agreement (Agreement) between the user (Customer) of the On-demand Kerbside Large Item Collection Service (Service) and Ipswich City Council (Council), and is executed by the Customer booking a collection under the Service.
- 1.2. These Terms are to be read in conjunction with any Terms and Conditions published by Council's Contractor (Contractor) delivering the Service and published on the Contractor's website or provided to the Customer.
- 1.3. Where there is a conflict between Council's Terms and the Contractor's Terms, Council's Terms take precedence.
- 1.4. This Agreement is made and governed in accordance with the State of Queensland Law.
- 1.5. The Service is provided for free once per calendar year to eligible residential Customer properties located within the local government area of Ipswich as determined by Council and contingent upon these Terms being complied with by the Customer. The Service is intended for the removal of Domestic waste only with commercial properties and/or commercial waste being excluded from the Service, unless otherwise determined eligible by Council.
- 1.6. The Customer must only place eligible/acceptable items into the Service waste collection container (bag), as published on both the Council and Contractor's websites. Noncompliance could result in non-collection and/or the material being determined as illegal dumping, and/or charges being applied to the Customer as defined in clause 3.
- 1.7. The Customer must provide all relevant information as determined by Council, including but not limited to a valid email address, mobile phone number, and credit card/debit card information to enable the use of the Service and pay any charges incurred as outlined in clause 3.
- 1.8. Data collection and recording process apply with Council's Information Privacy. All data collected, will not be used for any purpose that is not directly related to complete the Service and cannot be disclosed to other organisations without the consent of Council.

2. Service requirement

- 2.1. The Customer must lodge a collection request within 21 days after receipt of the bag. Council has sole discretion to determine if this Term has been reasonably met. Noncompliance could result in a fee and charges being applied at Council's discretion as defined in clause 3.
- 2.2. A fee may apply if the Customer does not comply with the following requirements as determined by Council:
 - A. A loaded bag is to be placed within a maximum of 4 meters of the street kerb and free of any obstacles providing access to the bag to enable safe collection as determined by Council or the Contractor. The bag should not be located on a blind corner or on road with a no standing zone for operating a crane-truck.
 - B. The total weight of the bag is not to exceed 165 kilograms (kgs) and the bag straps are to be able to touch when fully loaded.
 - C. Only eligible/acceptable items as published by Council and the Contractor are to be placed in the bag for disposal. If ineligible/nonacceptable items are observed on the collection day, the collection will be rejected and the Customer will be obligated to remove ineligible/nonacceptable items or obtain a removal service at the Customer's cost, and/or a fee may apply as per clause 3.
- 2.3. If ineligible/nonacceptable items are identified after the collection of the bag by the Contractor, any costs associated with processing of the material (e.g. transportation, sorting and disposal etc), will be borne by the Customer.

Any costs incurred by the Contractor or Council due to non-compliance by the Customer with these Terms as reasonably determined by Council will be at the Customer's expense.

3. Service fee

- 3.1. No service fee will be incurred by the Customer if the Service requirements included in Clause 1 and 2 of this Agreement are met by the Customer. A fee will only be applied for noncompliance by the Customer with the Terms and obligations of this Agreement.
- 3.2. The value of any fee charged for noncompliance with the Terms and obligations of this Agreement by the Customer will be as published on Council's website (Ipswich.qld.gov.au) at the time of the Customer placing the order for the Service.