



MyBins App

Terms & Conditions

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1.0 ABOUT US

This application (“App”) is operated by **MyBins Ltd**, a company registered in Scotland under company number **SC841576**, with its registered office at **Albion House, 1 Damside, Ayr, United Kingdom, KA8 8ER** Address (“we”, “us”, “our”).

2.0 WHO THESE TERMS APPLY TO

2.1 Consumers

Individuals acting outside their trade, business, craft or profession

2.2 Business Users

Organisations or individuals acting in the course of the business

2.3 Public Bodies

UK public sector organisations, including central and local government, NHS bodies, educational institutions, and other bodies governed by public law

Where different terms apply, this is clearly stated.

3.0 ACCEPTANCE OF THESE TERMS

By accessing or using the MyBins App, you agree to be bound by these Terms. If you do not agree, you must not use the MyBins App.

4.0 LICENCE TO USE THE APP

We grant you a **non-exclusive, non-transferable, revocable licence** to use the MyBins App for lawful purposes in accordance with these Terms.

- Copy, modify, reverse engineer, or decompile the MyBins App
- Use the MyBins App unlawfully or in breach of these Terms
- Resell, sublicense, or make the MyBins App available to third parties without permission

5.0 ACCOUNTS AND SECURITY

You are responsible for:

- Maintaining the confidentiality of login details
- Ensuring all authorised users comply with these Terms
- All activity carried out under your account

6.0 FEES AND PAYMENT – CHARGING STRUCTURE

6.1 Consumers (Members of the Public)

Use of the MyBins App is provided **free of charge** to consumers. We do not charge consumers any fees for accessing or using the MyBins App.

6.2 Business Users

Business users will be required to pay fees for access to or use of the MyBins App. Fees, billing terms, and payment methods will be set out on our website or agreed in writing.

6.3 Public Bodies

Public bodies will be required to pay fees for access to or use of the MyBins App. Fees will be charged in accordance with our published G-Cloud pricing on the Digital Marketplace, as applicable to the relevant service and contract value

We reserve the right to:

- Offer different features, access levels, or service terms depending on user type
- Change fees for business users and public bodies with reasonable notice

7.0 UPDATES AND AVAILABILITY

We may update, modify, or improve the MyBins App from time to time. We do not guarantee uninterrupted availability but will use reasonable efforts to maintain service continuity.

Support levels, service availability targets, and response times are set out in the MyBins Service Definition Document submitted to G-cloud.

8.0 INTELLECTUAL PROPERTY

All intellectual property rights in the MyBins App, including software, content, and branding, belong to us or our licensors. No ownership rights are transferred.

9.0 USER CONTENT

If you upload or submit content:

- You retain ownership of your content
- You grant us a licence to use it solely to operate, support, and improve the MyBins App

You confirm your content complies with applicable law and does not infringe third-party rights.

10.0 DATA PROTECTION

We process personal data in accordance with **UK GDPR** and the **Data Protection Act 2018**.

- Consumers: personal data is processed as described in our **Privacy Policy**
- Business users and public bodies: where personal data of third parties is processed, the user acts as controller and we act as processor, unless otherwise agreed
- Where we act as a processor, we will process personal data only on documented instructions, ensure appropriate security measures, assist with data subject rights, and allow audits as required by UK GDPR

A separate **Data Processing Agreement (DPA)** may apply.

11.0 CYBER ESSENTIALS (Security Compliance)

11.1 Information Security and Cyber Essentials

1. We maintain appropriate technical and organisational measures to protect the App and any data processed through it against unauthorised access, loss, or misuse.
2. We confirm that we:
 - We will achieve and maintain Cyber Essentials certification prior to contract commencement.
 - We will then hold and maintain Cyber Essentials certification compliance throughout the term of the contract.
3. These measures are designed to protect against common cyber security threats but do not guarantee that the MyBins App will be completely secure.
4. Users are responsible for ensuring that their own systems, networks, and devices meet appropriate security standards when accessing the MyBins App.

12.0 LIABILITY – CONSUMERS

Nothing in these Terms limits or excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation

We are liable for foreseeable loss or damage caused by failure to use reasonable care and skill.

13.0 LIABILITY – BUSINESS USERS AND PUBLIC BODIES

Nothing in these Terms limits or excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation

Subject to this:

- All implied warranties are excluded to the fullest extent permitted by law
- Our total aggregate liability shall not exceed the fees paid in the **12 months preceding the claim**, unless otherwise agreed in writing

We are not liable for:

- Loss of profits, revenue, business, or anticipated savings
- Indirect or consequential losses

14.0 PUBLIC BODY USE

Where the user is a **UK public body**:

- The MyBins App must be used in accordance with applicable public sector obligations, including transparency and data protection requirements
- Nothing in these Terms prevents compliance with the **Freedom of Information Act 2000** or **Environmental Information Regulations 2004**
- We acknowledge that public bodies are subject to audit, accountability, and statutory duties

- We will provide reasonable assistance to enable public bodies to comply with FOIA requests.

Any conflicting terms may be varied by written agreement to meet public procurement requirements.

15.0 TERMINATION

We may suspend or terminate access if you:

- Breach these Terms
- Fail to pay applicable fees
- Use the MyBins App unlawfully or in a way that poses security or legal risk

Upon termination, your right to use the App will cease.

Public bodies may terminate the contract for convenience on 30 days' written notice.

16.0 FORCE MAJEURE

Neither party shall be liable for failure or delay due to events beyond reasonable control.

17.0 GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of **England and Wales** unless otherwise agreed with a Scottish public body.

17.1 Consumers

May bring claims in courts of their UK residence

17.2 Business Users and Public Bodies

Agree to the exclusive jurisdiction of the courts of England and Wales

18.0 CONTACT

For legal or contractual enquiries, contact: **support@my-bins.co.uk**