

# BROWN RECYCLING LIMITED

## TERMS AND CONDITIONS - B2C

### ONLINE/TELEPHONE SKIP HIRE TERMS AND CONDITIONS (CONSUMER)

These terms and conditions shall apply only if you have requested (via our website or by telephone) skip hire services and any services ancillary or incidental to such services (including, for example, our assistance in obtaining a skip permit from the relevant local authority (if applicable)) (hereinafter the "Services") from us as a consumer (i.e. for purposes outside of your business, craft or profession). If you are requesting our Services for business purposes, our business terms and conditions apply to such Services, which can be accessed via our website or are otherwise available upon request.

#### 1. INTRODUCTION

1.1 We are Brown Recycling Limited (trading as Brown Recycling) a company registered in England and Wales under company number: 02438711 ("we", "us", "our"). Our registered office is at: Vanguard House, Sneyd Hill, Burslem, Stoke-on-Trent, Staffordshire, ST6 2DZ. Our VAT number is: 536815136.

1.2 These terms and conditions set out: your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

1.3 If you have any questions about these terms and conditions, or any Services you have ordered, please contact us by:

- (a) sending an email to [traffic@brownrecycling.co.uk](mailto:traffic@brownrecycling.co.uk); or
- (b) filling out and submitting the online contact form available [here](#); or
- (c) calling us on 01782 816 520 (our telephone lines are open Monday to Friday 7am - 5pm and Saturday 7am - 12pm).

1.4 NOTHING IN THESE TERMS AND CONDITIONS IS INTENDED TO AFFECT OR OTHERWISE RESTRICT YOUR LEGAL RIGHTS UNDER THE CONSUMER RIGHTS ACT 2015. YOU MAY ALSO HAVE OTHER RIGHTS IN LAW AVAILABLE TO YOU SHOULD WE FAIL TO CONFORM WITH THE CONTRACT.

#### 2. YOUR PRIVACY AND PERSONAL INFORMATION

2.1 Our Privacy Policy is available at <https://www.brownrecycling.co.uk/cookie-policy/>.

2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

#### 3. PROHIBITED WASTE

3.1 There are a number of rules and regulations (including, for example, the Waste Electrical and Electronic Equipment (WEEE) Regulations (2013) and the Hazardous Waste (England and Wales) Regulations (2005)) about what can be thrown into a skip.

3.2 Before placing an order for Services, please refer to our interactive guide to determine whether the items you wish to put in the skip is allowed. Do not place an order for Services without first contacting us if you have any concerns with respect to the items you wish to dispose of as there may be a more suitable, alternative solution that we can offer to you.

3.3 The items that cannot be put into a skip can often be picked up separately via other collections (which we may be able to assist with as part of our Services). Please contact us using the contact details set out in clause 1 to discuss the options available.

3.4 You will be responsible to us for any costs, damages and any other losses suffered by us (and will reimburse us fully on demand for any such costs, damages and/or losses) as a result of your failure to comply with the legal rules and regulations concerning the disposal of certain waste (including, for example, any penalties issued by the Environmental Agency).

#### 4. HOW TO PLACE AN ORDER

4.1 You can order Services either by:

- (a) using the online booking system available on our website; or
- (b) calling us on 0800 998 1069.

4.2 Please ensure that your order for Services is correct before submitting it to us (e.g. check that you have given us the correct date on which you would like us to deliver the skip to you). Please also ensure that you have indicated correctly as to what type of waste you will be placing in the skip and that you have carefully considered whether the items you intend on placing in the skip are appropriate (we reserve the right to charge for the time spent).

4.3 If you are under the age of 18 you may not place an order for Services.

4.4 By submitting an order for Services to us, you agree to be legally bound by these terms and conditions together with each of the below named documents (each of which form part of the contract as though set out in full here):

- (a) our website terms and conditions; and
- (b) extra terms which may add to, or replace some of, these terms and conditions; and
- (c) our Privacy Policy (see clause 2 for details).

#### 5. ACKNOWLEDGEMENT AND CONFIRMATION

5.1 When you place your order at the end of the checkout process (e.g. (if an order is placed online) when you click on the "CHECKOUT" button or (if an order is placed over the phone) when we confirm the details of your order), we will provide you with a booking reference number and acknowledge your order by email. This acknowledgement does not, however, mean that your order has been accepted by us.

5.2 We will let you know if we are unable accept your order. This is typically for the following reasons:

- (a) we cannot carry out the Services (this may be because, for example, we do not make deliveries to your area);
- (b) we cannot authorise your payment;
- (c) you are not allowed to buy the Services from us;
- (d) we are not allowed to sell the Services to you;
- (e) there has been a mistake on the pricing or description of the Services.

5.3 We will only accept your order for Services when we email you to confirm it ("Confirmation Email"). At this point:

- (a) a legally binding contract (incorporating these terms and conditions and the documentation referred to in clause 4.4) will be in place between you and us; and
- (b) we will provide the Services as agreed during the online checkout process.

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**6. PRICE AND PAYMENT**

6.1 The price of the Services (which includes VAT at the applicable rate) will be the price indicated on our Confirmation Email. We take all reasonable care to ensure that the price of the Services advised to you are correct.

6.2 You must pay for the Services before we provide them.

6.3 We accept the following credit cards and debit cards: Visa, Mastercard and Maestro. We also accept payment through PayPal. Your payment card will be charged once we have issued you with our Confirmation Email.

6.4 We also accept cash or cheques. Please contact us prior to placing your order if you wish to make payment by cash or cheque.

6.5 You may also be liable to pay to us additional costs and expenses in the event clause 12.2 applies.

6.6 We will do all that we reasonably can to ensure that all of the information you give us when paying for the Services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 2) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

6.7 If your payment is not received by us in accordance with clause 6.3, we may charge interest on any balance outstanding at the prescribed statutory rate of interest from time to time in force.

**7. RIGHT TO CANCELLATION**

7.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the Services during the cancellation period and the Services are fully performed (i.e. the work is completed) during this period. This is further explained in clauses 7.6 and 7.7 below.

7.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

7.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) using the contact details at the top of this page.

7.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

7.5 We will not start providing the Services during the 14-day cancellation period unless you ask us to. When you place an order for Services, you will be given an option to select a date by which you want the skip to be delivered by. By selecting a date within the 14-day cancellation period, you acknowledge that you will lose your right to cancel this contract once the skip has been delivered within this time and you have started using the skip - to the extent that you do this, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

7.6 This does not affect your statutory rights.

**8. EFFECTS OF CANCELLATION**

8.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start

providing the Services during the cancellation period, in which case you must pay us:

(a) for the Services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the Services performed up to that point in comparison with the full price under this contract; or

(b) the full price under this contract, if you lost your right to cancel this contract because the Services were fully performed (i.e. the work was completed) during the cancellation period.

8.2 We will make the reimbursement without undue delay, and whilst we aim to make reimbursement within 72 hours after the day on which we are informed about your decision to cancel this contract, we will make reimbursement not later than 14 days after the day on which we are informed about your decision to cancel this contract.

8.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

**9. QUALITY OF SERVICE**

9.1 We will carry out the Services as set out in our Confirmation Email (see clause 5.3).

9.2 Our carrying out of the Services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the Services as soon as those events have been fixed.

9.3 The Services that we provide to you must be carried out with reasonable care and skill and we are also under a legal duty to supply you with Services that are in conformity with this contract. For more detailed information on your rights, please contact us using the contact details at the top of this page or visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

9.4 If there is an issue with the Services, please contact us using the contact details at the top of this page as soon as possible.

**10. PUBLIC ROAD PERMITS**

10.1 You are required to notify us at the time of your order if you intend to place the skip on a public road.

10.2 You will be required to have a skip permit if you want to put the skip on a public road. As part of the Services, we can, if requested, provide reasonable assistance in obtaining a skip permit from the relevant local authority.

10.3 If you are unsure of whether you require a skip permit, please contact us using the contact details at the top of this page before placing your order.

10.4 To the extent that the skip permit is required:

- (a) we give no guarantee that the skip permit will be granted by the local authority nor do we give any guarantees in respect of how long it will take for a decision in respect of the grant of the permit to take. To the extent that the skip permit is not granted, we will discuss with you alternative options and you will remain liable to pay to us for the Services performed in respect of us assisting in obtaining a skip permit from the relevant local authority;
- (b) only after the skip permit is granted we will then arrange for the delivery of the skip in accordance with clause 11; and

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(c) you will be responsible to us for any costs, damages and any other losses suffered by us (and will reimburse us fully on demand for any such costs, damages and/or losses) as a result of your failure to comply with the local authority's instructions and/or the skip permit (including any conditions set out within it).

**11. SKIP DELIVERY**

11.1 During the checkout process, you will be given available delivery dates to choose from. The estimated date and time window for delivery of a skip will be as set out in our Confirmation Email. Delivery will take place at the address specified by you when you placed your order with us.

11.2 If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery.

11.3 If nobody is available to take delivery of the skip, please contact us immediately using the contact details at the top of this page.

11.4 We cannot deliver the skip to you if we are unable to properly identify you. Please provide our driver with a form of ID (passport or photocard driving licence).

11.5 If we are prevented or delayed by anything you have done (or failed to do) (e.g. by not providing us with appropriate access to your property), then we will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform the Services and we will also be entitled to recover from you any costs or losses sustained by us arising directly or indirectly from what you have done or failed to do (as the case may be).

11.6 Unless you and we agree otherwise, if we cannot deliver the skip to you within 30 days of the date of your Confirmation Email, we will:

- (a) let you know;
- (b) cancel your order; and
- (c) give you a refund.

11.7 The skip will at all times remain our property and you will have no right, title or interest in or to the skip (save the right to possession and use of the skip for the period of time we have agreed to in our Confirmation Email and subject to this contract).

11.8 You agree that you will not:

- (a) place any items in the skip that are required to be disposed of separately (including, for example, those items referred to in clause 3);
- (b) place any items in the skip that are poisonous, explosive or are polluted;
- (c) use the skip for any other purposes for which it is designed;
- (d) overload or improperly load the skip;
- (e) burn or allowed to be burned any matter in the skip;
- (f) place any markings on the skip;
- (g) damage the skip; and/or
- (h) move the skip yourself or reposition the skip.

11.9 You are responsible for the skip once it has been delivered to the address specified by you when you placed your order with us. In other words, the risk in the skip passes to you when you take, or a third party notified by you takes, possession of the skip.

11.10 We will in no way be liable to you for any loss or damage arising out of or in connection with anything that you do or fail to do in respect of your use of the skip. For example, if the skip damages your property as a result of your failure to follow our instructions (i.e. you overload the skip), we will in no way be liable to you for any costs or expenses you incur as a consequence of this.

**12. SKIP COLLECTION**

12.1 Skip hire is for a maximum of 14 calendar days from the date of completion of delivery. Unless you and we expressly agree otherwise, we will arrange to collect the skip from the address to which we delivered it on the 14th calendar day after completion of delivery.

12.2 We will be entitled to recover, on demand, our costs and expenses that we incur if we discover or are otherwise notified by a third party that you have failed to comply with clause 11.8.

12.3 We will not be responsible for any property (including personal effects) deposited by you and we will not in any way be liable for any loss or damage to such property nor will we in any way be bound to return any waste to you.

**13. END OF THE CONTRACT**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

**14. LIMITATION ON OUR LIABILITY**

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

- (a) losses that were not foreseeable to you and us when the contract was formed;
- (b) losses that were not caused by any breach on our part;
- (c) business losses; or
- (d) losses to non-consumers.

**15. THIRD PARTY RIGHTS**

No one other than a party to this contract has any right to enforce any term of this contract.

**16. DISPUTES**

16.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

16.2 If a dispute cannot be resolved using our complaint handling procedure or you are unhappy with the outcome, you may want to use alternative dispute resolution (abbreviated as "ADR"). ADR is a process for resolving disputes between you and us that does not involve going to court.

16.3 If you do not wish to use ADR you can still bring court proceedings.

16.4 Relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

Last updated: 8 June 2021.