

Brown Recycling Limited Terms and Conditions – Skip Booth(s) Hire

SKIP BOOTH(S) HIRE TERMS AND CONDITIONS (CONSUMER)

These terms and conditions shall apply to the hire of seated skip booth(s) and any ancillary event services provided by Brown Recycling (“the Supplier”) to you (“the Customer”).

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 customersupport@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 terms and conditions.

2. YOUR PRIVACY AND PERSONAL INFORMATION

- 2.1** Our Privacy Policy is available at <https://www.brownrecycling.co.uk/privacy-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. HOW TO PLACE AN ORDER

- 3.1** You can order Services either by:
- (a) using the online contact form available on our website; or
 - (b) calling us on 0800 998 1069; or
 - (c) emailing marketing@brownrecycling.co.uk with your event details and requirements.



3.2 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 booth(s)(s) to you).

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

3.4 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 agreement 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)

4. ACKNOWLEDGEMENT AND CONFIRMATION

4.1 Upon submission of an order request via any of the contact methods listed above, we shall acknowledge receipt of the request and confirm the availability of the skip booth(s)(s) within 24 hours, or on the next working day where the request is submitted on a weekend or public holiday.

4.2 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.

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

- (a) a legally binding agreement (incorporating these terms and conditions and the documentation referred to in clause 3.4) will be in place between you and us; and
- (b) we will provide the Services as agreed per your booking request.

5. PRICE AND PAYMENT

5.1 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.

- (a) Rental charges for the skip booth(s) shall be payable at a rate of £25 per day, per skip booth, calculated from the date of delivery to the date of collection, unless otherwise agreed in writing.
- (b) Rental charges are payable in advance and must be settled prior to delivery of the skip booth(s)
- (c) Rental charges may be waived at our sole discretion for registered charities, subject to satisfactory evidence of charitable status being provided prior to delivery.
- (d) All rental charges are exclusive of VAT, which shall be charged in addition at the prevailing rate where applicable.



5.2 You must also pay for the transport of the skip booth(s)(s) before we provide them.

(a) Transport charges shall be calculated by reference to multiple factors, including but not limited to the type of delivery vehicle required (for example, a skip loader truck, Hiab, or flatbed truck) and prevailing fuel costs for a return journey to and from the event site.

(b) Such transport charges are determined based on the location of the event and the distance travelled from our headquarters in Burslem, Stoke on Trent.

5.3 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.

5.4 You may also be liable to pay to us additional costs and expenses in the event clause 9.2 applies.

5.5 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 agreement 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.

5.6 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.

6. RIGHT TO CANCELLATION

6.1 You have the right to cancel this service 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.

6.2 The cancellation period will expire after 14 days from the day of the conclusion of the Confirmation Email provided by us.

6.3 To exercise the right to cancel, you must inform us of your decision to cancel this service using the contact details at the top of this page.

6.4 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.

6.5 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 agreement once the skip booth(s)(s) has been delivered within this time and you have started using the skip booth(s)(s) – to the extent that you do this, you lose your right to cancel and will be required to pay the full price under this agreement even if the cancellation period has not expired.

6.6 This does not affect your statutory rights.



7. EFFECTS OF CANCELLATION

- 7.1** If you cancel this agreement, 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 agreement, which will be an amount in proportion to the Services performed up to that point in comparison with the full price under this agreement; or
 - (b) the full price under this agreement, if you lost your right to cancel this agreement because the Services were fully performed (i.e. the work was completed) during the cancellation period.
- 7.2** 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 agreement, we will make reimbursement not later than 14 days after the day on which we are informed about your decision to cancel this agreement.
- 7.3** 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.

8. DELIVERY & POSITIONING

- 8.1** We will deliver and position the skip booth(s) at the location specified in your booking.
- 8.2** You must ensure the delivery site is accessible for a delivery vehicle (e.g., Skip loader truck, Hiab or flatbed truck.) If we cannot access the site due to narrow gates, soft ground, or obstructions, we reserve the right to charge a failed delivery fee.
- 8.3** For safety, skip booth(s) must be placed on level, stable ground. We reserve the right to refuse placement if the ground is deemed unsafe for seating.

9. USE OF THE SKIP BOOTHS

- 9.1** The skip booth(s) are provided strictly for seating and decorative purposes only.
- 9.2** Under no circumstances should the booths be used for the disposal of rubbish, liquids, or food waste. If any waste is found in the skip booth(s), a cleaning fee may be applicable.
- 9.3** Users must adhere to the maximum seating capacity specified – 8 people per skip booth(s).
- 9.4** In the event that the skip booth(s) or any associated items (including umbrellas, steps, and other ancillary equipment) are damaged while in your possession and returned in a condition other than that in which they were delivered, excluding fair wear and tear, we reserve the right to charge for the full cost of any necessary repairs.



10. LIMITATION OF LIABILITY

- 10.1** While our skip booths are built to be robust, we are not liable for any personal injury resulting from misuse, such as standing on the seats and table or climbing onto the exterior of the skip booth(s).
- 10.2** We are not liable for delays caused by extreme weather or traffic incidents, though we will always communicate and strive to meet your event schedule.

11. COLLECTION

- 11.1** Collection will occur on the date and time specified in your booking.
- 11.2** Please ensure the booths are clear of personal belongings (phones, bags, etc.) before our arrival. We are not responsible for items left inside the booths.
- 11.3** 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 personal effects to you.

12. QUALITY OF SERVICE

- 12.1** We will carry out the Services as set out in our Confirmation Email (see clause 4.3).
- 12.2** 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.
- 12.3** 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 agreement. 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 or call 03454 04 05 06.
- 12.4** 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.

13. LIMITATION ON OUR LIABILITY

- 13.1** 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 agreement was formed;
 - (b) losses that were not caused by any breach on our part;
 - (c) business losses; or
 - (d) losses to non-consumers.



14. THIRD PARTY RIGHTS

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

15. DISPUTES

15.1 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.

15.2 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.

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

15.4 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.

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