

Bristol Waste Commercial, 1100Ltr Residential Bin Hire Terms & Conditions

IMPORTANT NOTES

Prices quoted are based on the disposal of non-hazardous waste. Common hazardous waste includes (but not limited to) asbestos, plaster board, fridges/freezers, computer, TV's and electronics equipment, chemicals or liquids fluorescent lighting tubes. If you wish to dispose of hazardous waste, please call our sales team on 0800 061 4321 for a custom quotation.

In these conditions:

"The Provider" means Bristol Waste Commercial.

"The Hirer" means the person requesting provision of a 1100ltr Bin by the Provider.

"The Service" means the supply of 1100ltr domestic bin by the Provider, its employees, servants, agents or sub-contractors for the period of hire to facilitate the removal of waste on behalf of the Hirer and the subsequent disposal of the contents of such Bin on behalf of the Hirer.

"The Bin" means any 1100ltr bin provided as part of the Service.

"Vehicle" means the vehicle, which delivers or collects the bin, which is provided as part of the service.

"Driver" means the Driver of the vehicle.

"The Site" means the place where the 1100ltr bin is deposited at the request or direction of the Hirer, this must be off the highway.

"The Period of Hire" means the period from delivery of the 1100ltr bin to the Hirer to collection thereof from the Hirer or such time as collection thereof ought reasonably to have been completed by the Supplier.

"Working Day" shall mean Monday to Saturday in any week, excluding Public Holidays.

"Force Majeure" means any circumstances beyond the reasonable control of either the Provider or the Supplier (including, without limitation thereto any strike, lockout or other form of Industrial Action, technical issues with web site, software and/or hardware, accident, inclement weather, difficulties in obtaining fuel, parts or machinery, power failure or breakdown or malfunction of machinery or computers).

1. These conditions shall apply to all contracts for the supply of the Service by the Provider to the exclusion of all other terms and conditions and shall apply where the context so permits for the benefit of the Supplier and the employees, agents and sub-contractors of the Provider and the Supplier as if they had been parties hereto.
2. All requests for the Service shall be deemed to be an offer by the Hirer to purchase the Service pursuant to these conditions and the Service is offered subject to the availability of suitable Bins to the Provider. The Hirer agrees that they will rely wholly on their own skill and judgement in the selection of the Service and will not treat any information supplied to them by the Provider as a representation, warranty or guarantee in any manner whatsoever.
3. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Provider and the Hirer.
4. The Provider will use its best endeavours to comply with the Hirer's requirements but can accept no responsibility for failure to supply or remove or for any delay in supplying or removing Bins which may be caused directly or indirectly by any circumstances beyond the Provider's control or any unforeseen or abnormal conditions or by any act or neglect on the part of the Hirer and time shall not be of the essence of the Contract save as to payment by the Hirer for the Service. The provision of the Service may be wholly or partially suspended at the Provider's discretion without liability on the part of the Provider for any loss resulting from any suspension.
5. Except, as specifically otherwise agreed in writing the Provider or Supplier shall be under no obligation to deposit the Bin elsewhere than on a driveway, private hardstanding or garden.
6. The Hirer agrees in all cases: to provide all necessary clear approach routes for the purpose of delivery.
7. The Hirer shall save harmless and keep the Provider indemnified against any claim demand or penalty arising during the period of hire and which could not been made had the Provider not agreed to provide the Service including but not limited to all third parties claims for damages arising out of any accident related to any Bin the subject of this Contract.
8. The price for the provision of the Service shall be such sum as shall from time to time be agreed between the parties shall be inclusive of VAT which shall be payable by the Hirer. Full payment is required before delivery of the Bin.
9. The Hirer shall when so required to provide in advance, direction where to deposit or pick up the Bin.
10. If the Provider is prevented for any reason beyond its control from delivering or collecting a Bin, the Hirer shall remain liable for additional payment of the Provider's charges together with such additional sums, as the Provider shall reasonably so require for the further provision of the Service.

11. The time allowed for depositing or picking up a Bin is ten minutes. If the vehicle is kept waiting longer than this after arrival the Hirer shall be liable for reasonable demurrage.
12. The Hirer shall not move the Bin from the site without the consent of the Supplier.
13. That no liquids, explosive, toxic or dangerous materials including but not limited to fibrous asbestos, solvent, minerals or greases will be placed in the Bin without the written consent of the Supplier. Non-conforming items deposited, may be charged to the Hirer's card at market rate, and photo evidence will be supplied, on request of the non-conforming item(s).
14. That no bonded asbestos will be placed in the Bin.
15. No fires are lit in and no corrosive acid or noxious substance, liquid cement are placed in the Bin.
16. No liquid containers are placed in the Bin unless they are dry, free from liquid residues and open for inspection.
17. The Hirer shall ensure from the time that the Bin is deposited until is collected by the Supplier. It is properly sited in accordance with any relevant permission and that all conditions thereof are observed and performed at all times.
18. It is filled no higher than the top of its sides and in such a manner as to prevent spillage of material therefrom both whilst the container is stationary or in transit. The lid must be closed when collection takes place. No side/excess will be taken without prior agreement.
- 19. The bin must not contain over 70 kilo in weight and must be moveable by the crew.**
20. The Hirer shall ensure the Bin suffers no damage except fair wear and tear during the hire agreement.
21. The Hirer shall ensure that the Bin shall be kept in a secure place, and the Hirer is responsible for the replacement of the Bin should it be lost or stolen.
22. Except as specifically otherwise agreed in writing the Hirer shall fill the Bin within the period of hire and shall inform the Supplier in good time of its readiness for collection or replacement. The Hirer shall ensure that from the time when collection of the Bin is due to take place until the same is collected there is left a clear space at one end of the container to enable the collecting vehicle access to effect the removal of the Bin.
23. Except as specifically otherwise agreed in writing the Provider agrees to dispose of such of the contents of the Bin as shall be in accordance with the terms of this contract. The Hirer agrees that they will pay the Provider's reasonable charges of dealing with any of the contents of any Bin which do not comply with the terms of the contract.

24. Risk: The risk and all legal requirements in relation to any Bin to this Contract shall pass to the Hirer upon delivery in accordance with the Hirer's request or direction and shall remain with the Hirer until the Skip is collected by the Supplier.

25. It is specifically provided and agreed that any compensation and/or damages payment in respect of any claim or claims arising out of or in connection with the terms of this Contract for any reason whatsoever and howsoever arising shall not amount in the aggregate to more than the cost of the provision of the Service by the Provider or that part of the Service giving rise to such claim and the Provider and any other person entitled to the benefit of this contract shall have no further liability to the Hirer. Except in respect of death or personal injury caused by the negligence of the Provider or any other person entitled to the benefit of the Contract the Provider or such party shall not be liable to the Hirer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Contract, for any consequential loss or damage (whether for loss of profit or otherwise) cost, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Provider or any other party entitled to the benefit of this Contract, their employees or agents or otherwise) which arise out of or in connection with the supply of the Service, except as expressly provided in these Conditions.

26. The Provider shall not be liable to the Hirer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Provider or Supplier's obligations in relation to the service, if the delay or failure was due to force majeure.

Privacy Policy

At Bristol Waste Commercial we are committed to protecting your privacy. This policy explains how we use customer information and how we protect your privacy.

Use of Customer Information

When arranging an order, we will take details of your address and how to contact you. This information allows us to process your order and to send you confirmation of your order by email. We ask for your telephone number so that we can contact you if there is a problem with your booking, and may also contact you to confirm urgent orders. We reserve the right to use the information we collect to notify you about Bristol Waste Commercial company's services and special offers we think you may find valuable.

Customer information is also used for online payment by credit/debit card. Our transactions are processed securely by World Pay - one of Europe's leading online payment processors.

Security to Protect Your Information

Furthermore, as required by the UK Data Protection Acts of 1984 and 1998, we follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.

Disclosure

Bristol Waste Company never discloses information about a customer to any other person or organisation without your consent unless there is an emergency situation that requires it or we are legally required to do so.

Your Consent

In using Bristol Waste Commercial, you consent to the collection and use of this information by us in the ways described above.

If you have any further questions about our privacy policy or its implementation, please contact reporting@bristolwastecompany.co.uk

About Us

Bristol Waste Commercial is a trading division of Bristol Waste Company, which is a Company registered in England and Wales and whose Company Registration Number is 09472624. GB 217426322