



## CONDITIONS OF PURCHASE AND OUR TERMS – GRAB BAGS

### 1. ACCESS

**1.1** You must ensure access to the collection site at any time between 07:00 – 18:00 Monday to Friday each week, even if nobody is there. We reserve the right to refuse collection if a bag is positioned beyond the reach of our vehicle (less than 4 metres from the Highway), the crane operation is obstructed, our collection representative cannot gain access to the site, or if the bag is overloaded, overfilled, damaged or contains anything other than ordinary household, garden or builders' waste.

### 2. REFUND POLICY

**2.1** You have up to 28 days to return your purchase and request a refund. Simply contact our Commercial Waste Team and return your GRAB BAG to us, unused and in its original packaging. Please note that you will be responsible for the cost of returning the bag. Once received, we will cancel your order and issue a full refund.

**2.2** In accordance with the Consumer Protection (Distance Selling) Regulations 2000, you cannot cancel the collection service once it has started. It may be possible to reschedule the collection at the Council's discretion.

### 3. THESE TERMS

**3.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, or services.

**3.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**3.3** If any of the terms are deemed to be illegal, invalid or otherwise unenforceable then it shall be severed from this agreement and the remaining terms and conditions shall survive, remaining in full force and effect and continue to be binding and enforceable. If you deem these terms to be unacceptable, you should not purchase a GRAB BAG.

**3.4** These terms are to be governed by the laws of England and any dispute arising herein shall be exclusively subject to the jurisdiction of the courts of England.

## **4. INFORMATION ABOUT US AND HOW TO CONTACT US**

**4.1 Who “we” “our” “us”, means;** BCP Council, Town Hall, Bourne Avenue, Bournemouth BH2 6DY .

**4.2 How to contact us.** You can contact us by telephoning our Commercial Waste Team at 01202 261 709 or by writing to us at [commercialwaste@bcpcouncil.gov.uk](mailto:commercialwaste@bcpcouncil.gov.uk).

**4.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**4.4 ”Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

**4.5 “You” “You’re”, the “Customer”** means the person purchasing the Grab Bag for recovery by us when it has been filled.

## **5. OUR PRODUCTS**

**5.1** You may not purchase a GRAB BAG if it cannot be located on your property. You may not place a GRAB BAG on a Public Highway.

**5.2** You must ensure that at the time of collection there is the space necessary to give the recovery vehicle sufficient access to collect the Grab Bag. In the event that it proves impracticable to collect because of inadequate access, you will be liable to pay us the abortive collection costs incurred.

## **6. GENERAL**

**6.1 When we will provide the products.** During the order process we will let you know when we will provide the products to you. We will generally deliver them to you as soon as reasonably possible and in any event within 5 days after the day on which we accept your order.

**6.2 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**6.3 Collection by you.** If you have asked to collect the Grab Bag from our premises, you can collect them from us at any time during our working hours of 09:00 – 17:15hrs (Monday to Thursday) and 09:00 – 16:45 on Fridays (excluding public holidays).

**6.4 If you are not at home when the product is delivered.** If no one is available at your address to take delivery, the products may be left where you direct, and we will leave you a note informing you of delivery.

**6.5 If you do not allow us access to provide services.** If you do not allow us access to your property to pick up the Grab Bag and to perform the services as arranged (and you do not have a good reason for this) we may end the contract.

**6.6 When you become responsible for the goods.** The Grab Bag will be your responsibility from the time we deliver the product to the address you gave us, or you collect it from us.

**6.7 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. If you take delivery and use the Grab Bag within 14 days of purchase, this contract is excluded from the Consumer Contracts Regulations.

## **7. OUR RIGHTS TO END THE CONTRACT**

**7.1 We may end the contract if you break it.** We may end the contract for a product at any time if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service, for example, pick up and dispose of the Grab Bag when filled.

## **8. IF THERE IS A PROBLEM WITH THE PRODUCT**

**8.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our Commercial Waste Team at 01202 261 709 or write to us at [commercialwaste@bcpcouncil.gov.uk](mailto:commercialwaste@bcpcouncil.gov.uk).

**8.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

**8.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must call Commercial Waste Team on 01202 261 709 or email us at [commercialwaste@bcpcouncil.gov.uk](mailto:commercialwaste@bcpcouncil.gov.uk).

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

### **9 Limitation of Liability**

**9.1.** If the Council is found to be liable in respect of any loss or damage to your property, the extent of their liability will be limited to the retail cost of replacement of the damaged property.

**9.2.** You shall give the Council a reasonable opportunity to remedy any matter for which the Council is liable before you incur any costs and/or expenses in remedying in the matter itself. If you do not do so, the Council shall have no liability to you.

**9.3.** The Council shall have no liability to you for any consequential losses (including loss of profits and /or damage to goodwill), economic and /or other similar losses, special damages and other direct and indirect losses or for business interruption, loss of business or loss of opportunity.

**9.4.** The Council shall use its reasonable endeavor to ensure the GRAB BAG arrives when you require delivery. Any approximate times given by the Council are estimates only and it shall not be liable for any delay in delivery of the Grab Bag howsoever caused. Time for delivery of the Grab Bag shall not be of the essence. The Council shall not in any event be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Contract if the delay or failure is due to any cause beyond the Council's reasonable control.

**9.5 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Grab Bags

**9.6 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**9.7 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**9.8 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.