

## TERMS AND CONDITIONS 2017/18

### for the collection and disposal of sewage from a cesspool / septic tank by Bromsgrove District Council

**Environmental services**  
Parkside, Market Street, Bromsgrove,  
Worcestershire, B61 8DA  
Main Switchboard: (01527) 881188  
Fax: (01527) 881713  
Email: [bsu@bromsgroveandredditch.gov.uk](mailto:bsu@bromsgroveandredditch.gov.uk)

1.	Sewage collection services under these Terms and Conditions shall be supplied in accordance with these Standard Terms and Conditions and any conditions expressed or implied which in any way add to, vary, modify or are in contradiction to these Standard Conditions shall be excluded and not form part of this Agreement unless each of such conditions has been specifically agreed in writing by both parties.
2.	The Customer shall allow Council employees access to the premises at all reasonable times to allow emptying, ascertaining the condition of the septic tank/cesspool and for any other purpose connected to the sewage collection service.
3.	Access to the septic tank/cesspool shall be free from obstructions, vegetation and any other items that would impede access or may endanger the Councils employees. The Council reserves the right under Section 4 of the Health and Safety at Work Act 1974 to withdraw the service at any time if access is considered unsuitable.
4.	You are required to ensure that access to the septic tank/cesspool is via a suitably constructed carriageway, drive or hard standing and is free of obstruction. The carriageway should have a minimum width of 3 metres along its length. If the driver is unable to park the collection vehicle in the required manner the Council reserves the right not to carry out the service.
5.	Collection times will be during normal working hours between 7.00 am and 3.30 pm, Monday to Thursday and 7.00 am and 2.30 pm Friday (excluding Bank Holidays). The Customer will be informed, prior to the visit, when the emptying will be carried out. The Council will not be held liable for any delays in carrying out the emptying of the tank.  For customers that ring when they want an empty (ie. don't specify a particular month) we will endeavour to book you an appointment that fits into our schedule within 21 days from your request.
6.	If an appointment has been pre-arranged and access to the tank or property is not possible a charge may be made at the discretion of the Council. The cost per emptying may vary due to access restrictions to the property/tank. For a quote please complete the online form or call us on 01527 881188.
7.	The charges for this service are: Planned Customers (Customers that plan in advance which months they want an empty) £125.00 per 4,500 litres On-Demand Customers (Customers that ring as and when they want an empty) £140.00 per 4,500 litres Laying of pipes: 0-15 is free, 16-24 is £50.00, 25+ is £75.00 If a job needs 2 men to carry it out an additional £75.00 is payable
8.	If an emergency appointment is required (within 48 hours of contacting us) an additional charge of £75.00 is payable.
9.	Payment for this service is due within 28 days of receipt of an invoice from the Council. If an invoice remains unpaid for more than 28 days the collection service will be suspended until full payment is received. The Customer shall be liable for all charges under these Conditions prior to it being terminated and the Council reserve the right to take legal action to recover such charges.  There are different methods of payment available which are detailed on the reverse of the invoice.  For Customers in receipt of Housing Benefit or Income Support a discount is available of 75% of the charge for emptying after the first two in any financial year ie. 1 <sup>st</sup> April to 31 <sup>st</sup> March. To obtain this concession, on receipt of your third and subsequent invoices you should present these invoices to the Customer Service Centre who will arrange for an amended invoice to be sent to you.
10.	If the septic tank/cesspool is shared by more than one property, it is the responsibility of the householders to agree the emptying schedule and payment of invoice. If any of the householders terminate or fail to pay for their share of the emptying costs the Council reserves the right to withdraw the service from all other householders sharing the tank.
11.	The Customer hereby indemnifies the Council and its employees against all actions, proceedings, claims, costs or expenses in respect of loss or damage to any real or personal property or injury to or death of any person caused by or arising directly or indirectly as a result of any action or omission or default or negligence of the Customer or of any servant or agent of the Customer or any other person under his control except to the extent that it can be shown that any such loss, damage or injury or death was caused by the negligence of the Council or any servant of the Council.  The Council will not be held liable for any damage arising from the weight of the tanker vehicle.  The Council will not be held liable for any spillages or blockages and will not be responsible for cleaning up spillages or waste materials caused by blockages or over full tanks.
12.	The Council reserves the right to amend the Standard Terms and Conditions and Charges for the collection of sewage subject to one month's notice in writing to the Customer.
13.	The Council reserves the right to alter, amend or withdraw the sewage collection service provided under these Terms and Conditions if the Customer fails to meet any of its obligations, or for such other reasons as the Council may, at its absolute discretion, decide.
14.	If you no longer require this service or move property please contact us on 01527 881188 or email <a href="mailto:bsu@bromsgroveandredditch.gov.uk">bsu@bromsgroveandredditch.gov.uk</a>
15.	This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes. Any information that you provide on this form may be shared within Bromsgrove District Council, with the Police or any other law enforcing authority, subject to the provisions of the Data Protection Legislation.