Bulky Household Waste collection service

These terms and conditions apply to the Bulky Household Waste collection service carried out by SITA UK Limited on behalf of The Cornwall Council.

Terms and conditions

1. Definitions

1.1 "you" or "your" means the individual or organisation that buys or agrees to buy the service from us.

1.2 "Bulky Household Waste" means any article of waste which exceeds 25 kilograms in weight and/or any article of waste which does not fit, or cannot be fitted into—

   (a) a receptacle for household waste provided in accordance with section 46 of the Environmental Protection Act 1990; or

   (b) where no such receptacle is provided, a cylindrical container 750 millimetres in diameter and 1 metre in length e.g. large items of waste including, without limitation to, furniture and domestic appliances.

1.3 "Service" means Bulky Household Waste collection service that you agree to buy from us;

1.4 "Order" means an order made by you to us for the service;

1.5 "us" "we" or "our" means the Cornwall Council of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY;

1.6 "The Contractor" means SITA UK Limited.

1.7 "Working Days" means a day other than a Saturday or a Sunday or a Bank Holiday;

1.8 "Household Waste" means items no longer required by the householder, generated by them at their domestic property in accordance with the Controlled Waste Regulations 2012;

1.9 "List of Bulky Household Waste Items" means the list or lists setting out Standard Items, Special Collection Items and Non-Collected Items as shown at www.cornwall.gov.uk/default.aspx?page=27159

1.10 "Standard Items" means items that would normally accompany a Householder during a house move (i.e. not a fixture or fitting).

1.11 "Special Collection Items" means Bulky Household Waste items that would not normally accompany a Householder during a house move (i.e. it is likely to be a fixture or fitting and is an item normally found in the home).
1.12 “Special Large Item” means Special Bulky Household Waste Items which require more resources and effort to move, or more space to transport, than Small Special Bulky Household Waste Items – by way of example please see the ‘Special Large Item’ list, please note that this list is not exhaustive.

1.13 “Special Small Item” means Special Bulky Household Waste Items which require less resource or effort to move, or less space to transport, than Special Large Bulky Household Waste Items – by way of example please see the ‘Special Small Item’ list, please note that this list is not exhaustive.

1.14 “Non-Collected Items” means Bulky Household Waste Items that due to the nature or size cannot be collected on the Bulky Household Waste Collection Service.

1.15 "Terms and Conditions" means the terms and conditions set out in this document.

2. Conditions

2.1 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

2.2 These Terms and Conditions shall apply to all contracts for the collection of Bulky Household Waste items by us from you and shall prevail over any other documentation or communication from us.

2.3 Any variation to these Terms and Conditions shall be inapplicable unless agreed by us in writing.

3.0 Ordering

3.1 We provide this Service for householders which covers items that are too large to be collected on the residual waste or dry recycling collection services, or that householders cannot transport themselves to the Household Waste Recycling Centres (HWRC).

3.2 This is a chargeable Service. The basic collection is for up to four Standard Items We reserve the right to alter the list of Standard, Special and Non-Collected items at any time. The charges will be reviewed annually and are advertised on the Council’s website.

3.3 For additional Standard Items to be collected at the same time as the basic collection, there will be an additional charge for each additional item up to a maximum of four, the prices for which are shown on the Council’s website. The total number of Standard Items to be collected one collection is therefore eight items. A request for more than eight items to be collected requires a separate collection to be arranged and the relevant fee paid.
3.4 There are no concessions on any of the fees relating to this Service.

3.5 Special Collection Items are either not items generally taken with householders if they move house e.g. fixtures and fittings, or are oversized such as a shed.

3.6 Collection of Special Collection Items is charged per Special Collection item, and the prices are shown on the Council’s website.

Please note that we reserve the right to determine the cost for an item should it not appear on the List of Bulky Household Waste Items.

3.7 Some items will not be accepted at all on the Council’s Bulky Household Waste Collection Service. Please visit our website for the current list of Non-Collected Items. We also reserve the right to refuse collection of any item that is not a Non-Collected Item due to its size, location or substance.

4.0 Leaving your Bulky Household Waste items out for collection

4.1 When you book your Service, you will be advised of the day of collection or informed that a member of the Contractor’s team will contact you to confirm a collection day.

4.2 When placing out your Bulky Household Waste for a pre-arranged collection, you will need to identify a suitable and safe collection point within the boundary of their property, but as near to the normal waste collection point as is practically possible.

4.3 If you are physically unable to place you items out for collection please inform us at the time of booking the collection. You will be asked a series of questions to ascertain the need for assistance you’re your collection. If it is possible the Contractor will collect from within your property, but you will be asked to sign a ‘Permission to Enter’ form. We and our Contractor reserve the right to refuse to enter any property, or collect from any location within a property boundary, if it is felt that the householder does not require assistance, or the location of the item would present an issue for the health and safety of the Contractor’s employees, or if the cost of providing such a Service is prohibitive, as determined by the Council in liaison with the Contractor.

4.4 Subject to clause 4.3 above the items must placed be outside of your property awaiting collection by 7.00am. You do not have to be at home when the Contractor collects.

4.5 Items such as carpets or broken furniture must be rolled, securely tied or bundled together.

4.6 We do not accept containers filled with general waste or a mixture of additional items. These items will be left and will have to be paid for as individual items.
5.0 Cancellation

5.1 If you wish to cancel your Bulky Household Waste collection, please contact the Council at the latest by 12.00pm on the last Working Day before your collection is due, either by visiting a One Stop Shop or by telephoning our contact centre on 0300 1234 141. For example if your collection was confirmed for Monday, a cancellation would need to be received by 12.00pm on the previous Friday (excluding Good Friday).

5.2 The Council will refund householders for their cancelled collection service if this falls within the requirements detailed in 5.1 above.

5.3 Cancellations received after the time and date specified in 5.1 above will not be eligible for a refund.

5.4 If you wish to change or add items onto your Bulky Household Waste collection, please contact us, either by visiting a One Stop Shop or by contacting the Council’s contact centre on 0300 1234 141, by 12.00pm at the latest on the last Working Day before your collection is due. Please be aware this may change the charge for the service, if the items changed or added are different to the payment already made.

6.0 Collections

6.1 Bulky Household Waste collections are provided for the collection of Household Waste only.

6.2 Only the Bulky Household Waste items listed on at your time of booking (or subsequent amended booking) will be collected. The Contractor will not collect any additional or different items presented. The Contractor will leave these items behind unless a change has been previously received by us, as per clause 5.3 above.

6.3 If the Bulky Household Waste items are not made available on the arranged day of your collection, the Contractor will leave a card at your property advising that the Contractor called to make the collection as agreed. The Contractor will then contact you to rearrange the collection. If this re-occurs at your property, for these items, the Contractor will again leave you a card but will not return to collect these items, unless a new order and payment is received. You will also not be eligible for a refund for this service.

6.4 We do not provide the Service for commercial or business waste, and will not collect from commercial or business premises.

6.5 The Contractor will not dismantle furniture, disconnect cookers or remove loose waste. Any items that are still connected, wired in, fixed to walls etc when the Contractor arrives for collection, will be left and no refund will be given for this.
6.6 All food must be removed from fridges, freezers and cupboards prior to the arranged collection day. The Contractor will leave any items that still contain food, when they arrive for collection and no refund will be given for this.

6.7 We cannot specify collection times.

6.8 We do not offer a house clearance service.

7.0 What will we do with your items?

7.1 At the point at which the Contractor collects your Bulky Waste items the ownership of the items passes to the Contractor.

7.2 If the item is in good condition and can be re-used, the Contractor will work with its partner, S.O.F.A. (who are a non-profit making voluntary group and registered charity no. 266192) which recycles donated, good quality, modern electrical appliances, furniture and household goods in Cornwall.

7.3 All items are offered at an affordable donation to disadvantaged members of the community.

7.4 For any Bulky Household Waste items that cannot be re-used, the Contractor will recycle as much of the material as possible, with the remainder safely disposed of.

8.0 Force Majeure

8.1 We shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock-outs, accidents, war, fire or breakdown of plant or machinery and the Seller shall be entitled to a reasonable extension of its obligations.

9.0 Changes to Terms and Conditions

9.1 We shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by you upon making a purchase.

10.0 Governing Law and Jurisdiction

10.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.