

Sale of Garden Waste Containers

Terms and conditions

1. Definitions

- 1.1 "you" or "your" means the individual or organisation that buys or agrees to buy the Goods from us;
- 1.2 "Contract" means the contract between us and you for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.3 "Goods" means the articles that you agree to buy from us;
- 1.4 "Order" means an order made by you to us for the Goods;
- 1.5 "us" "we" or "our" means the Cornwall Council of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY;
- 1.6 "Working Days" means a day other than a Saturday or a Sunday or a bank holiday;
- 1.7 "Days" means all days including Saturday or a Sunday or a bank holiday;
- 1.8 "Terms and Conditions" means the terms and conditions of sale 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 sale of Goods by us to 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. Ordering

- 3.1 If we become aware of any error in the price or description of a product ordered, we will notify you and give you the option to either continue with the Order or cancel it.
- 3.2 All orders for Goods are subject to availability. If we cannot supply the Goods for any reason you will be informed of the situation and you will not be charged for those

Goods. Any monies already paid by you for the Goods will be refunded; however, we will not be responsible for compensating you for any other losses, which may be suffered as a result of the Goods not being supplied.

4. Delivery Times

- 4.1 Goods supplied will normally be delivered within 5 Working Days of receipt of Order.
- 4.2 Delivery of the Goods shall be made to your address specified in the Order.
- 4.3 Title and risk in the Goods shall pass to you upon delivery of the Goods.

5. Refunds and Returns

- 5.1 If you are unhappy with your purchase for any reason the Goods can be returned within 7 Working Days of delivery for a full refund. Refunds may take up to 28 Days to be processed. You must return the Goods to us and pay the cost of returning the Goods. Alternatively, we can collect the Goods from you but you will have to pay the cost of us collecting the Goods. To cancel the contract you must do so in writing.

How to notify us:

Telephone: 0300 1234 141

Email: refuseandrecycling@cornwall.gov.uk

By Post: Waste Management Admin Team
Cornwall Council
4A, Pydar House
Pydar Street
Truro
TR1 1XU

- 5.2 Goods can still be returned to us after the 7 Working Day period for an exchange. The item must be unused and (if applicable) in its original packaging and we must be notified of your intention to return the item within 28 days of delivery.

6. Faulty/Damaged Goods

- 6.1 You should inspect the Goods within a reasonable time after their delivery and tell us of any damage to the Goods by calling us on the phone number shown above or by written notification as soon as possible of any defects which a reasonable examination would have revealed. If you notify a problem to us under this Condition and once we have examined the goods and agreed that the Goods are faulty we will:

- (i) replace the Goods; or
- (ii) provide you with a full or partial refund;

7. Guarantee

7.1 We guarantee that the Goods that you have ordered from us will be free from any defects for 12 months for wheeled bins and 6 months for reusable sacks from the date of delivery. If the Goods have a defect within this period, you can choose whether to have it replaced or refunded. Your statutory rights are not affected by this guarantee.

7.2 General exclusions:

(i) Damage attributable to misuse or accident for which we cannot be deemed responsible.

8. Price and Payment

8.1 The price of the Goods shall be stated on our website and shall be inclusive of VAT.

8.2 Payment of the price (which includes VAT and delivery charges) must be made in full before despatch of the Goods.

8.3 Prices are liable to change at any time, but changes will not affect Orders where we have already confirmed receipt.

9. Force Majeure

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

10. Changes to Terms and Conditions

10.1 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.

11. Governing Law and Jurisdiction

11.1 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.