



Sale of Garden Waste Containers Terms and Conditions

Terms and conditions

1. Definitions

- 1.1 "you" or "your" means the individual 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.

- 3.3 Garden waste bins and reusable bags will only be sold to customers taking out a new collection subscription or those with a current subscription where their existing container requires replacing due to loss, damage, etc.

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 the 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 5 Working Days of delivery for a full refund. Refunds may take up to 20 Working Days to be processed depending on original method of payment. You must return the Goods to us and pay the cost of returning them. Alternatively, we can collect the Goods from you but you will have to pay the collection cost.
- 5.2 To notify us that you wish to return your Goods, please contact us by one of the following means:

Telephone: 0300 1234 141

Email: refuseandrecycling@cornwall.gov.uk

By Post: Waste Management Admin Team
Cornwall Council
3A, Pydar House
Pydar Street
Truro
TR1 1XU

- 5.3 If you wish to exchange your container for another of a different size, you must notify us within 20 Working Days of delivery and the item must be in an unused condition. We will arrange for the original container to be collected at the same time as the new container is delivered. You will need to alter your garden waste collection subscription to match the capacity of the container you are exchanging the original one for, as well as making any additional payment to cover the difference in price. If you are exchanging for a smaller container and subscription, refunds of the difference in price may take up to 20 Working Days after the original container has been collected.

6. Faulty/Damaged Goods

6.1 You should inspect the Goods within a reasonable time after their delivery and tell us as soon as possible of any damage or defect which a reasonable examination would reveal by calling us on the telephone number stated in para 5.2, or by written notification. If you notify a problem to us under this Condition, once we have examined the Goods and agreed that the Goods are damaged or 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 ordered from us will be free from any defects from the date of delivery for 12 months for wheeled bins and 6 months for reusable sacks. If the Goods have a defect within this period, you can choose whether to have them replaced or refunded. Your statutory rights are not affected by this guarantee.

7.2 Damage attributable to misuse or accident for which we cannot be deemed responsible is excluded from the guarantee.

8. Price and Payment

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

8.2 Payment of the price 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 payment has already been received.

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.