

Garden Waste Collection Service

Please read these terms and conditions before you sign up for our garden waste collection service. Please keep a copy of this document for your records.

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 "Collection Period" means the period from the Service Start Date until the end of the Contract Year(s);
- 1.3 "Contract" means the contract between The Cornwall Council and the Contractor for the collection of your garden waste incorporating these Terms and Conditions;
- 1.4 "Contract Year(s)" means the period from 1 April 2017 to 31 March 2018;
- 1.5 "Service" means the fortnightly garden waste collection service;
- 1.6 "us" "we" or "our" means The Cornwall Council of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY;
- 1.7 "The Contractor" means Biffa Environmental Municipal Services.
- 1.8 "Working Days" means a day other than a Saturday, Sunday or a non-working bank holiday;
- 1.9 "Days" means all days including Saturday, Sunday or a bank holiday;
- 1.10 "Service Start Date" means the planned start date for the collection Service from your property. The Service Start Date will depend upon when you subscribe to the Service and for any subscriptions made after 31st January the Service Start Date will be 1 April in the following Contract Year;
- 1.11 "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 garden waste 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. Ordering

- 3.1 In order to access this Service, you must first purchase a wheeled bin or reusable sack from us. Please see the Sale of Garden Waste Containers Terms and Conditions on our Garden Waste Collections webpage:

<https://www.cornwall.gov.uk/environment-and-planning/recycling-rubbish-and-waste/garden-waste-collections/>

- 3.2 You must then subscribe for the Collection Period up to a maximum of two years. Each contract year ends on 31 March.
- 3.3 You can subscribe to the Service by:
- Ordering online: <https://www.cornwall.gov.uk/gardenwaste>
 - Calling our Refuse and Recycling number: on 0300 1234 141
 - Visiting one of our Library and Information Service offices
- 3.4 Collections take place fortnightly, on the same day as refuse collection on the alternate week to your recycling collection.
- 3.5 Collections will only take place from bins and reusable sacks purchased from us.
- 3.6 You must only use our containers for the garden waste collection; you cannot supply a bin or reusable sack of your own.

4. Price and Payment

- 4.1 The price of the service shall be stated on our website and current advertising literature.
- 4.2 Payment for the collections must be made in full before the Service will commence.
- 4.3 Payment must be made in advance and the subscription service will not commence until payment is received by us.

5. The Service

- 5.1 The collection charge covers the cost of emptying one bin or reusable sack. If additional bins or reusable sacks are purchased a collection subscription must also be purchased for each individual container.
- 5.2 Only household garden waste, as detailed on our literature and on our website, may be disposed of through this Service.
- 5.3 Cornwall Council reserves the right to refuse to collect any bin containing waste other than that which has been detailed within our literature or on our website.
- 5.4 All waste must be contained within the bins or reusable sacks purchased from us. Any waste not contained in the relevant container supplied by us will not be collected.
- 5.5 Containers should not be filled with such a weight as to make the moving or emptying process hazardous to the Contractor's operatives. We reserve the right to suspend or cancel the Service in the event that containers are too heavy to move safely.
- 5.6 Due to the mechanical methods used to empty bins, it is a requirement the lids are in a closed position for emptying. We reserve the right to suspend or cancel the Service where bins are presented for collection without the lid being in the closed position.
- 5.7 The relevant containers should be presented on the boundary of your property by 7.00 am on the day of collection, unless alternative arrangements have been agreed.
- 5.8 There will be no return visit for aborted collections due to access not being made available by you, or for waste being placed out later than 7.00am on the day of collection.
- 5.9 Should collections be missed due to circumstances beyond our control, every effort will be made to arrange an alternative collection.
- 5.10 You are responsible for maintaining the cleanliness of the container.
- 5.11 Charges are set annually from the 1st April each year and you will be notified of any price increase at least 14 days prior to payment being due. Should prices be required to be changed before this date, this will not affect subscriptions for the scheme in respect of which we have already confirmed receipt.
- 5.12 This agreement continues to be in force for the Collection Period. Except for in the circumstances detailed in 5.13 and 6.1 below, if the Service is cancelled by you at any stage within this period, no refund will be issued.
- 5.13 Once purchased, the container remains your property. If you move property within the County and wish to continue to access the Service at your new property it is your responsibility to move the container to the new property and to notify us of the

change of address. If you move outside of the County you must inform us by telephone, email or letter. You may be entitled to a refund for the collections.

How to contact 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

- 5.14 If you choose not to continue to subscribe to the scheme, but keep your container, you cannot use it to present your residual waste for collection, as the refuse collection crews would not check these bins for waste.

6. Refunds/Cancellation of Service

- 6.1 Refunds and cancellations are not accepted on this Service unless in the case of the following:

- Death of the single occupant householder;
- Householder permanently moves out of Cornwall;
- Personal circumstances of a single occupant householder such as illness or injury meaning that the householder is no longer able to continue to live at their property, as they are living in a hospice, hospital or nursing home, then the householder may be entitled to a refund.

- 6.2 Refunds will be based on a quarterly rate, for example, if a subscription is cancelled in August, two quarters would be refunded (Oct –Dec) and (Jan–Mar) All refunds will be applied from the first day of the following month.

- 6.3 There are no concessions on any of the fees relating to this Service.

7. Force Majeure

- 7.1 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 circumstance 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 its obligations.

8. Changes to Terms and Conditions

8.1 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.

9. Governing Law and Jurisdiction

9.1 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.