

## **Garden Waste Collection Service and Sale of Garden Waste Containers Terms and Conditions**

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

### **1. Definitions**

- 1.1 "you" or "your" means the individual that buys or agrees to buy the Service and/or Goods 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 Year(s)" means the annual period from 1st April to 31st March;
- 1.4 "Service" means the fortnightly garden waste collection service;
- 1.5 "Goods" means wheeled bins and/or reusable sacks (to be used by you for the disposal of garden waste only) that you agree to buy from us;
- 1.6 "Order" means an order made by you to us for the Goods;
- 1.7 "us" "we" or "our" means The Cornwall Council of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY;
- 1.8 "The Contractor" means the contractor operating the collection service on behalf of Cornwall Council, from time to time.
- 1.9 "Working Days" means a day other than a Saturday, Sunday or a Bank Holiday;
- 1.10 "Calendar Days" means all days including Saturdays, Sundays and Bank Holidays;
- 1.11 "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 December the Service Start Date will be from 1st April in the following Contract Year;

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

1.13 "Pandemic Event" means the occurrence or continued existence of any epidemic over a wide geographical area and affecting a large proportion of the population and includes the COVID-19 coronavirus pandemic.

## **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:

- the Service provided to you by us; and/or
- sales of Goods by us to you;

and shall prevail over any other documentation or communication from us, in respect of the Goods and the Services.

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

## **3. Ordering**

### **3.1 The Service**

3.1.1 In order to access this Service, you must purchase a wheeled bin or reusable sack from us at the point of taking out your first collection subscription.

3.1.2 You must subscribe to the Service for the Collection Period which ends (each year) on 31st March.

3.1.3 You can subscribe to the Service (and buy Goods for that subscription) by:

- Ordering online: <https://www.cornwall.gov.uk/gardenwaste>
- Telephoning our Refuse and Recycling number: 0300 1234 141

3.1.4 Collections take place fortnightly

3.1.5 You may only use our Goods for the Service. This ensures they are recognizable by our Contractor's collection crew and are suitable to be emptied by their collection vehicle; you therefore cannot supply a bin or reusable sack of your own to use with this Service.

3.1.6 Collections will only take place from Goods purchased from us.

## 3.2 The Goods

3.2.1 If we become aware of any error in the price or description of the Goods ordered, we will notify you and give you the option to either continue with the Order or cancel it.

3.2.2 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.

3.2.3 Goods 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.

3.2.4 You can order Goods for use with the subscription Service by purchasing both at the same time, as detailed in 3.1.1 above.

3.2.5 If you need to replace an existing container part-way through a Contract Year due to loss or damage, you can only order replacement Goods by telephoning our Refuse and Recycling line on 0300 1234 141. You cannot purchase Goods alone via our website.

## 4. **Price and Payment**

4.1 The price of the Service and Goods shall be stated on our website and current advertising literature.

4.2 Payment for the Service must be made in full before the Service will commence.

4.3 Goods must be paid for in full by you prior to dispatch to you.

4.4 There are no concessions on any of the fees relating to this Service or the purchase of Goods.

4.5 It can take up to 8 (eight) Calendar Days from the date your payment is received for the Goods to be delivered to you. Our Contractor will contact you to advise the date of delivery based on the details provided at the time of ordering.

## **5. The Service**

5.1 It can take up to 2 (two) Working Days from the date payment is received for your subscription to be added to the contractor's collection round and for the Service to commence. Once your subscription has been added to the contractor's collection round your next collection date will be visible to you on the Council's website at [www.cornwall.gov.uk/myarea](http://www.cornwall.gov.uk/myarea).

5.2 The collection charge covers the cost of emptying one Goods item (ie, bin or reusable sack). If additional Goods are purchased, a collection subscription must also be purchased for each individual container.

5.3 Only household garden waste, as detailed on our literature and on our website, may be disposed of through this Service.

5.4 We reserve the right to refuse to collect any waste other than that which has been detailed within our literature or on our website.

5.5 All waste must be contained within the Goods purchased from us. Any waste not contained in the relevant container will not be collected.

5.6 Goods 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 Goods are too heavy or are stored in a way to that the Goods cannot be moved safely.

5.7 Due to the mechanical methods used to empty the Goods, it is a requirement that lids are in a closed position for emptying. We reserve the right to suspend or cancel the Service where Goods are presented for collection without the lid being in the closed position.

5.8 The Goods should be presented on the boundary of your property by 7.00 am on the day of collection, unless alternative arrangements have been agreed by us.

5.9 There will be no return visit for aborted collections due to access not being made available by you, or for Goods being placed out later than 7.00 am on the day of collection.

- 5.10 Should collections be missed due to circumstances beyond our control, every effort will be made to arrange an alternative collection date.
- 5.11 You are responsible for maintaining the cleanliness of the Goods.
- 5.12 Charges are set annually and apply from 1st April each year and you will be notified of the cost of renewal at least 10 Working Days prior to payment being due for the next Contract Year. Should prices be changed before this date, this will not affect subscriptions for the current Contract Year.
- 5.13 This agreement continues to remain in force for the Collection Period. No refund will be issued if the Service is cancelled by you at any stage within this period except under the circumstances as detailed in 6.1 below.
- 5.14 Once purchased, the Goods remain 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 Goods to the new property and to notify us of the change of address. If you move outside of the County you can keep your Goods if you wish, but please let us know that you no longer require the Service, so that you are not contacted regarding subscription renewal for the following Contract Year. Please see 7.2 for ways to contact us.
- 5.15 If you choose not to continue to subscribe to the Service, but keep your Goods, you cannot use them to present your household rubbish (residual waste) for collection, as the Contractor's rubbish collection crew will not check brown garden waste bins for household rubbish (residual waste).
- 5.16 If you wish to upgrade to a larger capacity subscription part way through the Contract Year, you can do so but you will need to telephone us in order to arrange this. You will need to make payment for the difference in price for the remainder of the Contract Year for the larger capacity subscription and also purchase the equivalent sized container. You cannot return your existing smaller container in part payment of Goods unless this meets the terms laid out in para 7.3.

## **6. Cancellation of Service**

- 6.1 Cancellation of Service and refund of subscription cost is only available under the following circumstances:
- 6.1.1 A request is received to cancel the subscription before any collections have taken place
  - 6.1.2 The death of the householder where they are the only adult occupant
  - 6.1.3 The householder is no longer able to continue to live at their property

and has to move to a hospice, hospital or nursing home.

6.2 All refunds will be applied from the first day of the following month notification was received and will be based on the number of full months remaining for the Collection Period. In the circumstances of 6.1.1 above, a full refund of the subscription costs will be made.

## **7. Return of Goods**

7.1 If you are unhappy with your purchase for any reason the Goods can be returned within 5 (five) Working Days of delivery (in the same condition as the Goods were delivered in) for a full refund. Refunds may take up to 20 (twenty) 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.

7.2 To notify us that you wish to return your Goods, please contact us by one of the following means:

- Telephone: 0300 1234 141
- Online: [www.cornwall.gov.uk/contactus](http://www.cornwall.gov.uk/contactus)

7.3 If you wish to exchange your Goods for a larger sized container, you must notify us within 20 (twenty) Working Days of delivery and the item must remain in an unused condition. We will arrange for the original Goods to be collected at the same time as the new Goods are delivered. You will also need to alter your Service subscription to match the capacity of the Goods you are exchanging for, as well as making any additional payment to cover the difference in price.

## **8. Faulty and Damaged Goods**

8.1 You should inspect the Goods within a reasonable time after their delivery and contact us as soon as possible of any damage or defect which a reasonable examination would reveal. Please see para 7.2 for ways to contact us. 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:

- replace the Goods; or
- provide you with a full or partial refund;

## **9. Guarantee**

- 9.1 We guarantee that the Goods ordered from us will be free from any defects from the date of delivery for 12 (twelve) months for wheeled bins and 6 (six) months for reusable sacks. If the Goods have a defect within this period, you can choose whether to have them replaced or refunded (this does not extend to include a refund for your subscription service). Your statutory rights are not affected by this guarantee.
- 9.2 Damage attributable to misuse or accident (our decision as to the cause is final) for which we cannot be deemed responsible is excluded from the guarantee.

## **10. Force Majeure**

- 10.1 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, adverse weather, strikes, lock-outs, accidents, war, fire or breakdown of plant or machinery and we shall be entitled to a reasonable extension of our obligations.
- 10.2 If a Pandemic Event occurs or exists, we shall not be liable for any delay or failure of the Collection Contractor to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control.

## **11. Changes to Terms and Conditions**

- 11.1 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 placing an order.

## **12. Governing Law and Jurisdiction**

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