



## Household Bulky Waste Collection Service Terms and Conditions

These terms and conditions apply to the Household Bulky Waste collection service carried out by Biffa Municipal Ltd on behalf of Cornwall Council.

### 1. Definitions

- 1.1 "you" or "your" means the individual that buys or agrees to buy the Service from us.
- 1.2 "Household Bulky 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 mm in diameter and 1 metre in length, eg, large items of waste including, without limitation to, furniture and domestic appliances.
- 1.3 "Service" means Household Bulky 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 Collection Contractor" means Biffa Municipal Ltd;
- 1.7 "The Disposal Contractor" means SUEZ Recycling and Recovery Ltd;
- 1.8 "Working Day" ordinarily means Monday to Friday, excluding Christmas Day and Boxing Day, but could also include Saturday.
- 1.9 "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;

- 1.10 "List of Household Bulky Waste Items" means the list or lists setting out Standard Items, Special Collection Items and Non-Collected Items as shown on our [Household Bulky Waste Collections](#) webpage.
- 1.11 "Standard Items" means items that **would** normally accompany a Householder during a house move (ie, not a fixture or fitting).
- 1.12 "Special Collection Items" means Household Bulky Waste items that **would not** normally accompany a Householder during a house move (ie, it is likely to be a fixture or fitting and is an item normally found in the home) or are oversized, such as a shed.
- 1.13 "Special Small Item" means Special Collection Items which require less resources or effort to move, or less space to transport, than Special Large Items; by way of example please see the 'Special Small Item' list, please note that this list is not exhaustive.
- 1.14 "Special Large Item" means Special Collection Items which require more resources and effort to move, or more space to transport, than Special Small Items; by way of example please see the 'Special Large Item' list, please note that this list is not exhaustive.
- 1.15 "Non-Collected Items" means Household Bulky Waste Items that due to the nature or size cannot be collected on the Household Bulky Waste Collection Service.
- 1.16 "Terms and Conditions" means the terms and conditions set out in this document.
- 1.17 "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 all contracts for the collection of Household Bulky 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. Ordering**

- 3.1 We provide this Service for householders which covers certain 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 and 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 Collection 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 maximum total number of Standard Items to be collected in one collection is therefore eight items. A request for more than eight items to be collected requires a separate collection to be arranged for a later date and the relevant fee paid.
- 3.4 There are no concessions on any of the fees relating to this Service.
- 3.5 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 Household Bulky Waste Items.
- 3.6 Some items will not be accepted at all on the Council's Household Bulky Waste Collection Service. Please visit our website for the current list of [items we cannot collect](#). We also reserve the right to refuse collection of any item that is not specifically listed as an item we can't collect due to its size, location or substance.
- 3.7 Orders will not be passed to the Collection Contractor for allocating to their collection schedule until payment has been received in full by Cornwall Council.

#### **4. Leaving your Household Bulky Waste items out for collection**

- 4.1 When you place your order, you will see/be told the day of the week that bulky waste collections operate in your area only. Your actual week/date of collection will depend on when your order is placed, the processing time for your chosen method of payment, and when the order is received by the Collection Contractor.
- 4.2 Our Collection Contractor will attempt to contact you by telephone to confirm your collection day, providing your booking has been placed and paid for by 5.00 pm on the last working day, before your scheduled collection is due. However:
  - 4.2.1 If you have placed and paid for your order after 5.00 pm, you will not receive a telephone call until the Collection Contractor's office reopens at 8.30 am on the next working day.

- 4.2.2 If for any reason our Collection Contractor has been unable to contact you, or you have placed and paid for your order for a next working day collection after their office has closed, please leave your waste out by 7.00 am on the day advised during the booking process as the collection crew can arrive any time from 7.00 am onwards.
- 4.2.3 If your booking is for the next working day collection, it must be booked and paid for (you must have received a payment confirmation for the order to be placed) before 11.30 pm the day before, to guarantee your collection slot.
- 4.2.4 If you have not heard from the Collection Contractor within the expected timescale and you are concerned that there has been a problem receiving or processing your order, please contact us on 0300 1234 141.
- 4.3 Under exceptional circumstances, as per section 10, we may need to delay your collection by up to 3 Working Days, should such a delay be necessary. If this is the case, the Collection Contractor will contact you to advise of the change in your collection day.
- 4.4 When placing out your Household Bulky Waste for a pre-arranged collection, you will need to identify a suitable and safe collection point at the boundary of your property, as near to the normal waste collection point as is practically possible.
- 4.5 Items placed out for collection remain your responsibility until collected by the Collection Contractor and must not be left anywhere that obstructs the highway, pavement or poses a risk to others. The Council and its Collection Contractor are not responsible for any items removed by a third party after being placed out for collection. No refund will be due where items have been removed prior to our Collection Contractor's arrival unless the order amendment/cancellation has been notified to us as per clause 7.1.
- 4.6 Subject to para 5 below, the items must be placed at the boundary of your property/or the collection point specified on your order by 7.00 am on the confirmed day of collection. You do not have to be at home when the Collection Contractor collects.
- 4.7 Items such as carpets or broken furniture must be rolled, securely tied or bundled together.
- 4.8 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.
- 4.9 Items must be accessible and there must be enough room for them to be carried along the route from the collection point to the collection vehicle. If items are too large to fit through gates, down pathways/passageways, they must be dismantled/ disassembled before the Collection Contractor arrives as they will not do this for you.

## 5. Household Bulky Waste Collections from inside properties

- 5.1 If no-one in your household is physically able to place your items out for collection at the boundary of the property due to a mobility issue, disability or a medical condition, please inform us at the time of booking your collection so we can make arrangements for our Collection Contractor to collect from inside the property.
- 5.2 By requesting that the Collection Contractor makes the collection from inside the property, you are giving them permission to enter the property.
- 5.3 All items must be ready for immediate collection by our Contractor upon arrival. If items are too large to fit through doorways, hallways, down stairways without being dismantled/disassembled, you must do this before our Contractor arrives as they will not do this for you.
- 5.4 We can only accept a request for our Collection Contractor to enter the property to make the collection if at the time of booking you confirm that no-one living at the collection address has:
- had any symptoms of COVID-19 (a high temperature, a new, continuous cough or a loss or change to sense of smell or taste) within the previous 10 days
  - tested positive for COVID-19 within the previous 10 days
  - been in close contact with someone else who has symptoms or during the 48 hours before the symptoms started
  - been in close contact with someone who has tested positive since they had the test or in the 48 hours before their test
  - been advised they have been in contact with someone who has tested positive within the last 10 days
  - arrived in England from a country on the UK Government's current amber list for people entering England from abroad within the last 10 days
- 5.5 You agree to notify us as per section 7 if any responses to the questions in para 5.4 change prior to your Household Bulky Waste Collection taking place so that the collection can be postponed until the relevant isolation or quarantine periods have elapsed
- 5.6 We reserve the right to temporarily suspend the provision of assisted collections from inside properties, as part of additional health and safety controls related to COVID-19.

## 6. Our Right to Refuse

- 6.1 We and the Collection Contractor reserve the right to refuse to enter any property, or collect from any location within a property boundary, if it is felt that:
- you have requested an assisted collection from inside the property and are not

eligible for assistance

- the location of the item(s) would present an issue to the health and safety of the Collection Contractor's employees
- items are too large to easily carry through doorways, hallways, down stairways
- removal of the item(s) is likely to cause damage to the property
- the cost of providing such a Service is prohibitive, as determined by us in liaison with the Collection Contractor
- if the Collection Contractor determines the item is too dangerous to remove, eg, contains a gas cylinder, has sharp edges, etc.

## **7. Cancellation, Amendment and Refunds**

- 7.1 If you wish to cancel your Household Bulky Waste collection, please contact the Council at the latest by 6.00 pm on the last Working Day before your collection is due 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 6.00 pm on the previous Friday (excluding Bank Holidays).
- 7.2 The Council will refund householders for their cancelled collection service if this falls within the requirements detailed in 7.1 above.
- 7.3 Cancellations received after the time and date specified in 7.1 above will not be eligible for a refund.
- 7.4 If you wish to change or add items onto your Household Bulky Waste collection, please telephone the Council's Contact Centre on 0300 1234 141 by 6.00 pm at the latest on the last Working Day before your collection is due. Please be aware this may incur an additional charge if the items changed or added are charged differently to those already paid for. Payment will need to have been received for any such additional charges before changes to your original order are processed and forwarded to our Collection Contractor.
- 7.5 Where our Collection Contractor has arrived to make a collection but has been unable to remove items due to them not being ready for collection, not presented correctly or where they are unable to remove them without dismantling/ disassembling, no return visit will be made and no refund will be due. A new collection will need to be booked and paid for and the items dismantled/disassembled if a collection is still required.

## **8. Collections**

- 8.1 Household Bulky Waste collections are provided for the collection of Household Waste only.
- 8.2 Only the Household Bulky Waste items listed at your time of booking (or subsequent amended booking) will be collected. The Collection Contractor will not collect any additional or different items presented. The Collection Contractor will leave these

items behind unless a change has been previously received by us, as per clause 7.4 above.

- 8.3 If the Household Bulky Waste items are not made available on the arranged day of your collection, the Collection Contractor will leave a card at your property advising that they called to make the collection as agreed. The Collection Contractor will then contact you to rearrange the collection. If the items are again not available on the rearranged day of collection, the Collection Contractor will again leave you a card but will not return a third time to collect these items. You will not be eligible for a refund for this service. If you still require the items to be collected, you will need to place a new order and make a further payment.
- 8.4 We do not provide this Service for commercial or business waste, and will not collect from commercial/ business premises, self-catering accommodation, holiday lets or Charities.
- 8.5 The Collection 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 Collection Contractor arrives for collection, will be left and no refund will be given.
- 8.6 All food, drink and other perishable items must be removed from fridges, freezers and cupboards prior to the arranged collection day. The Collection Contractor will leave any items that still contain these items and no refund will be given.
- 8.7 We cannot specify collection times.
- 8.8 We do not offer a house clearance service.

## **9. What will we do with your items?**

- 9.1 At the point at which the Collection Contractor collects your Bulky Waste items the ownership of the items passes to the Collection Contractor.
- 9.2 The Collection Contractor will transport the bulky items to the Disposal Contractor, who will then take ownership of the items and manage the recycling of the items.
- 9.3 The Disposal Contractor will recycle as much of the material as possible, and the remainder will be safely disposed of.

## **10. Force Majeure**

- 10.1 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, including but not limited to acts of God, strikes, lock-outs, accidents, war, fire or breakdown of plant or machinery and the Collection Contractor shall be entitled to a reasonable extension of its 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 at the time your order was placed and paid for.

**12. Governing Law and Jurisdiction**

12.1 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.