

Bulky/large item household waste collection service

These terms and conditions apply to the bulky or large item household waste collection service carried out by FCC Environment Services Limited on behalf of Herefordshire Council.

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 "Bulky Household 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 millimetres in diameter and 1 metre in length e.g. large items of waste including, without limitation to, furniture and domestic appliances.

1.3 "Service" means Bulky Household 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 Herefordshire Council, Plough Lane Offices, Hereford, HR4 0LE;

1.6 "The Contractor" means FCC Environment Services Limited.

1.7 "Working Days" means a day other than a Saturday or a Sunday or a Bank Holiday.

1.8 "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.

1.9 "Acceptable Items" means the list of 'Things we will collect'

1.10 "Unacceptable Items" means the list of 'Things we cannot collect' that due to the nature or size cannot be collected on the bulky household waste collection service.

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 bulky household 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.

3.0 Ordering

3.1 We provide this Service for householders which covers 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 Recycling Centres (HWRC).

3.2 This is a chargeable Service. The basic collection is for up to three items, excluding fridges and freezers which are charged per item. We reserve the right to alter the list of items at any time. The charges will be reviewed annually and are advertised on the Council's website.

3.3 For additional items to be collected at the same time as the basic collection, there will be an additional charge per three item up to a maximum of 12 items, the prices for which are shown on the Council's website.

3.4 All items to be collected must be accurately listed at the point of booking. Items not listed will not be collected.

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

3.6 Acceptable Items are items generally taken with householders if they move house e.g. furniture and freestanding household appliances. Please note that we reserve the right to determine the cost for an item should it not appear on the Acceptable Items List.

3.7 Some items will not be accepted at all on the Council's Bulky Household Waste Collection Service. Please visit our website for the current list of Non-Collected Items. We also reserve the right to refuse collection of any item that is not a Non-Collected Item due to its size, location or substance.

4.0 Leaving your Bulky Household Waste items out for collection

4.1 When you book your Service, you will be advised of the day of collection.

4.2 When placing out your Bulky Household Waste for a pre-arranged collection, you will need to identify a suitable and safe collection point within the boundary of your property, but as near to the normal waste collection point as is practically possible.

4.3 We and our Contractor reserve the right to refuse to collect from any location within a property boundary, if it is felt that location of the item would present an issue for the health and safety of the Contractor's employees, or if the cost of providing such a Service is prohibitive, as determined by the Council in liaison with the Contractor.

4.4 Access to the items must be clear without any obstacles for collection crews to have to walk, step over or move and without danger of anything falling on the crew; and items must be placed outside of gates which are over 4 foot and cannot be seen through into the area the collection crew would need to enter.

4.5 The items must be placed outside of your property awaiting collection by 7.00am. You do not have to be at home when the Contractor collects.

4.6 Items such as carpets or broken furniture must be rolled, securely tied or bundled together so that each item is clearly identifiable.

4.7 We do not accept containers filled with general waste or a mixture of additional items. These items will be left and no refund will be given.

5.0 Cancellation

5.1 If you wish to cancel your Bulky Household Waste Collection, please contact the Council at the latest by midday on the last working day before your collection is due, either by visiting a customer service office or by telephoning our contact centre on 01432 260051. Please note Herefordshire Council is not open on bank holidays. For example if your collection was confirmed for Monday, a cancellation would need to be received by midday on the previous Friday (excluding Good Friday).

5.2 The Council will refund householders for their cancelled collection service if this falls within the requirements detailed in 5.1 above.

5.3 Cancellations received after the time and date specified in 5.1 above will not be eligible for a refund.

5.4 If you wish to change or add items onto your Bulky Household Waste Collection, please contact us, either by visiting a customer service office or by telephoning our contact centre on 01432 260051, by midday at the latest on the last working day before your collection is due. Please be aware this may change the charge for the service, if the items changed or added are different to the payment already made.

6.0 Collections

6.1 Bulky Household Waste Collections are provided for the collection of Household Waste only.

6.2 Only the Bulky Household Waste items listed at your time of booking (or subsequent amended booking) will be collected. The Contractor will not collect any additional or different items put out. The Contractor will leave these items behind unless a change has been previously received by us, as per clause 5.4 above.

6.3 If the Bulky Household Waste items are not made available in accordance with these terms and conditions on the arranged day of your collection, the Contractor will leave a card at your property advising that the Contractor called to make the collection as agreed. You will not be eligible for a refund for this service.

6.4 We do not provide the Service for commercial or business waste, and will not collect from commercial or business premises.

6.5 The Contractor will not dismantle furniture or remove loose waste. Any items that are not dismantled (where indicated that they should be) or contain other items of waste when the Contractor arrives for collection, will be left and no refund will be given for this.

6.6 All food must be removed from fridges, freezers and cupboards prior to the arranged collection day. The Contractor will leave any items that still contain food, or other waste items when they arrive for collection and no refund will be given for this.

6.7 We cannot specify collection times.

6.8 We do not offer a house clearance service.

7.0 What will we do with your items?

7.1 At the point at which the Contractor collects your Bulky Waste items the ownership of the items passes to the Contractor.

7.2 All items are taken to Herefordshire Council's Waste Disposal Site. Where an item is made predominantly from one material, such as metal or wood, the item will be separated for recycling.

8.0 Force Majeure

8.1 We shall not be liable for any delay or failure 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 council shall be entitled to a reasonable extension of its obligations.

9.0 Changes to Terms and Conditions

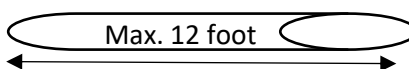
9.1 We shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by you upon making a purchase.

10.0 Governing Law and Jurisdiction

10.1 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.

Acceptable items

- Armchair
- Bed base and fixed headboard (if not fixed then 2 items)
- Bedside table
- Bicycle
- Bunk bed (each bed is 1 item)
- Cabinet (free standing)
- Carpet (per roll, max 12 foot length of roll)
- Chairs (each chair is one item)
- Chest of drawers
- Children's swing or climbing frame (must be fully dismantled)
- Corner sofa (each section is one item)
- Cooker - gas or electric (freestanding only)
- Cupboard (free standing)
- Dishwasher
- Dressing table
- Dressing table chair
- DVD/video player
- Fridge/freezer (maximum of three a year) - no commercial fridges or freezers accepted
- Lawnmower (no sit-on mowers)
- Ottoman box
- Mattress (please cover if raining to prevent it being too heavy to lift)
- Microwave
- PC tower
- PC monitor
- Piano (standing piano only, must have wheels and be placed in a location where it can be wheeled to the collection vehicle over a flat, level surface without steps or stones (gravel))
- Sofa
- Stereo
- Sun lounger
- Table
- Trampolines (must be fully dismantled)
- Tumble dryer
- Television
- Underlay (per roll, max 12 foot length of roll)
- Washing machine
- Wardrobe (free standing)



Unacceptable items

- Aga/Rayburn
- Asbestos
- Bathroom suites
- Doors

- Domestic refuse (black bag waste)
- Electronic exercise equipment
- Fencing
- Fluorescent lighting tubes
- Gas bottles
- Grand piano
- Grass or garden cuttings
- Hazardous waste
- Kitchen units or worktops
- Lawn mower (ride on)
- Liquids
- Mobility scooter
- Paint
- Rubble
- Sheds
- Shower trays or shower screens
- Sinks
- Soil/stones
- Sun bed
- Tyres
- Windows

There may be other items that we will not collect. If you are unsure, please contact us on 01432 260051 to find out if we are able to collect the item.