

# General Terms and Conditions

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This information (together with our Privacy Policy and Terms of Use) details information about us and the legal terms and conditions (“Terms”) on which we sell any of the products (Products) or Garden Waste Collection Services, Bulky Waste Collection Services and/or Clinical Waste Collection Services (“Services”) to you.

These Terms will apply to any contract between Woking Borough Council, Elmbridge Borough Council, Surrey Heath Borough Council and Mole Valley District Council and you for the sale of Products and/ or the provision of Services to you (Contract). References in these Terms to “us”, “our” or “we” means the relevant administering Council for your location listed in paragraph 1.1.1 below (as appropriate).

Joint Waste Solutions and Amey LG Ltd are acting as agents on behalf of the above-named Councils in administering data management, financial transactions and Service delivery.

Please read these Terms carefully and make sure that you understand them, before opening an account to provide information or order any Products or Services. Please note that when you open any account, you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to open the account or complete a transaction.

It is advisable to print a copy of these Terms or save them to your computer for future reference.

We can amend these Terms from time to time as set out in Clause 7. Every time you wish to order Products or Services, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

## **1 Information about us**

1.1 Joint Waste Solutions (JWS) is a management agent acting on behalf of four local authorities to oversee a new joint working initiative to save circa £2.5m a year whilst providing high quality services. To help us deliver these Services, Amey LG Ltd have been engaged as a contractor acting as an agent on behalf of Joint Waste Solutions to process payments, collect information on service requirements and deliver services.

1.1.1 Joint Waste Solutions only manages the supply Goods or Services to consumers and business primarily located within the administrative boundaries of Woking Borough Council, Elmbridge Borough Council, Surrey Heath Borough Council and Mole Valley District Council (referred to as Partnership Area in the rest of this document) but reserves the right to add further local authorities from within the Surrey County Council area.

1.1.2 Joint Waste Solutions is not a legal entity and represents the following organisations for specific services:

Woking Borough Council at Civic Offices, Gloucester Square, Woking, Surrey. GU21 6YL.

Elmbridge Borough Council at 1 High St, Esher KT10 9SD

Surrey Heath Borough Council Surrey Heath House, Knoll Rd, Camberley GU15 3HD

Mole Valley District Council at Pippbrook, Dorking, Surrey RH4 1SJ

1.1.3 Amey LG Ltd acting as agent for the organisation listed in 1.1.2 is registered at The Sherard Building, Edmund Halley Road, Oxford. OX4 4DQ. Their Company Registration is 889628. Amey LG Ltd is administering the payment process to which these terms apply on behalf of the organisations listed in 1.1.2.

1.2 If you need to contact us and are a consumer:

1.2.1 To cancel a Contract (i.e. the Garden Waste Collection Service) in accordance with your legal right to do so as set out in Clause 8, you just need to let us know that you have decided to cancel.

1.2.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact Amey by e-mailing us at [ameywastesolutions@amey.co.uk](mailto:ameywastesolutions@amey.co.uk) or calling us on 0333 234 0978.

1.2.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us.

1.3 Contacting us if you are a business.

1.3.2 You may contact us by e-mailing us at [ameywastesolutions@amey.co.uk](mailto:ameywastesolutions@amey.co.uk) If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 18.3.

## **2 Use of the websites**

Your use of the sites (JWS and Amey) is governed by our Terms of Use. Please take the time to read this, as it includes important terms which apply to you.

## **3 How we use your personal information**

We only use your personal information in accordance with our Privacy Notice. Please take the time to read this, as it includes important terms which apply to you.

## **4 If you are a consumer**

You may only purchase Products from our site if you are at least 18 years old.

## **5 If you are a business customer**

This clause 5 only applies if you are a business.

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products and/ or Services.

5.2 These Terms and any document expressly referred to in them constitute the entire

agreement between you and us relating to its subject matter and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

5.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## **6 How the contract is formed between you and us**

6.1 To place an order with us, you should first set up a digital customer account on the web sites. You may be asked by us to provide information in order to allow us to authenticate your Online Customer Account before you are able to place an order for Products and/ or Services with us. You must logon to your Online Customer Account, using the username and password provided in order to place your order for Products and/ or Services. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order, you will receive an e-mail (or letter where no email address has been provided) acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.3.

6.3 We will confirm our acceptance to you by sending an e-mail to the email address you have provided as your contact email (Order Confirmation). Where an email address has not been provided, a letter will be sent instead. The Contract between us will only be formed when we send you the Order Confirmation.

6.4 If you have requested a Product or a Service from us and we are unable to supply you with that Product or Service, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our web site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Product or Service, we will refund you the full amount including any delivery costs charged as soon as possible.

## **7 Our right to vary these Terms**

7.1 We amend these Terms from time to time. Every time you order Services from us, the Terms in force at the time of your order will apply to the Contract between you and us.

7.2 We may revise these Terms as they apply to your order from time to time to reflect any changes in relevant laws and regulatory requirements.

7.3 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel

the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products (but not Services if you have already received those Services) or just the Products and/or Services you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## 8 Your consumer right of return and refund

This clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 8.4 ("Cancellation Period"). This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive a Product and/ or Services or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or any trading standards team.

8.2 Where you wish to receive a Service from us, we will not usually begin the supply of the Service before the end of the Cancellation Period, unless you expressly request that we do so. Where we do begin the supply of the Service during the Cancellation Period, your right to cancel the contract under Clause 8.1 will no longer apply once those Services are completed (even if those Services are completed during the Cancellation Period). Where the Services have commenced in accordance with this clause but you cancel the Contract before completion of those Services in accordance with clause 8.1, you shall pay us for the Services received up to cancellation.

8.3 Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Service contract	The end date is the end of 14 days after the day on which the contract is entered into (regulation 30(2)(a), Consumer Contracts Regulations.) Example: If we provide you with an Order Confirmation on 1 January to receive Services, you may cancel anytime between 1 January and 15 January.
Your Contract is for a single Product (which is not	The end date is the end of 14 days after the day on which you receive the Product. Example: if we provide you with an Order

delivered in instalments on separate days).	Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
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8.4 To cancel a Contract, you just need to let us know that you have decided to cancel.

8.5 If you cancel your Contract we will make any refunds due to you as soon as possible.

8.6 refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.7 If you have returned the Products to us under this clause 8 because they are faulty or misdescribed, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

8.8 We will refund you on the credit card or debit card used by you to pay.

8.9 If a Product has been delivered to you before you decide to cancel your Contract:

8.9.1 then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back to us at Amey, Elmbridge Depot, Mill Road, Elmbridge. KT10 8BL, or hand it to our authorised carrier whom can be contacted on 0333 234 0978. If we have offered to collect the Product from you, we will collect the Products from the address to which they were delivered. Amey will contact you to arrange a suitable time for collection;

8.9.2 unless the Product is faulty or not as described (in this case, see clause 8.7), you will be responsible for the cost of returning the Products to us. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.

8.10 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or any trading standards team

## 9 Delivery

9.1 We will provide an estimated delivery date. Occasionally our delivery to may be affected by an Event Outside Our Control. See clause 17 for our responsibilities when this happens.

9.2 If no one is available at your address to take delivery of a Product, we will leave your product within the boundary of the property.

9.3 If no one is available to receipt the delivery of a Service or Product then you accept to rely upon Amey's records.

9.4 Delivery of an Order shall be completed when we deliver the Products to the address you gave us or you or a carrier organised by you collect them from us and the Products will be your responsibility from that time. This clause 9.5 only applies if you are a consumer.

9.5 If we miss the delivery deadline for any Products then then we will reschedule for the next available and practicable opportunity.

## **10 Location**

10.1 You may place an order for Products or Services from anywhere within the UK, but this order must be for delivery to an address within the Partnership Area.

## **11 Price of products and delivery charges**

11.1 The prices of the Products and Services will be as quoted on our web site at the time you submit your order. We take all reasonable care to ensure that the prices Products are correct at the time when the relevant information was entered onto the system. However please see clause 11.5 for what happens if we discover an error in the price of Product(s) or Services you ordered.

11.2 Prices for our Products or Services may change from time to time, but changes will not affect any order you have already placed.

11.3 The price of a Product or Service includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

11.4 The price of a Product or Service may or may not include delivery charges. Our delivery charges are as advised where applicable to you during the check-out process, before you confirm your order.

11.5 It is always possible that, despite our reasonable efforts, some of the Products or Services on our site may be incorrectly priced. If we discover an error in the price of the Products or Services you have ordered we will endeavour to contact you to inform you of this error and we will give you the option of continuing to purchase the Product or Service at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel the Contract and refund you any sums you have paid.

## **12 Supply of Services**

12.1 We shall supply the Services to you in accordance with the description or specification of the Services provided in writing by us to you on the website in all material respects.

12.2 We shall use all reasonable endeavours to meet any performance dates which may be agreed or specified in our Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

12.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

## **13 Your obligations**

13.1 You shall:

13.1.1 ensure that the terms of the Order and any information you provide in the formation of the Order is complete and accurate;

13.1.2 co-operate with us in all matters relating to the Services;

13.1.3 provide us, our employees, agents, consultants and subcontractors, with access to your property, premises, office accommodation and other facilities as reasonably required by us;

13.1.4 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

13.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

13.1.6 keep and maintain all materials, equipment, documents and other property of us at your property in safe custody at its own risk, maintain the product(s) in good condition until returned to us, and not dispose of or use the products other than in accordance with our written instructions or authorisation.

13.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (Customer Default):

13.2.1 we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;

13.2.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause 13.2; and

13.2.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

## **14 How to pay**

14.1 You can only pay for Products and/ or Services using a debit card, credit card, or Direct Debit.

14.2 Payment for the Products, Services and all applicable delivery charges is in advance. We will charge your debit card, credit card or invoke your Direct Debit at the time you place your order.

## **15 Our liability if you are a business**

This clause 15 only applies if you are a business.

15.1 We only supply the Products or Services for internal use by your business, and you agree not to use any Products we supply for any resale purposes.

15.2 Nothing in these Terms limits or excludes our liability for:

15.2.1 death or personal injury caused by our negligence;

15.2.2 fraud or fraudulent misrepresentation;

15.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

15.2.4 defective products under the Consumer Protection Act 1987.

15.3 Subject to clause 15.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

15.3.1 any loss of profits, sales, business, or revenue;

15.3.2 loss or corruption of data, information or software;

15.3.3 loss of business opportunity;

15.3.4 loss of anticipated savings;

15.3.5 loss of goodwill; or

15.3.6 any indirect or consequential loss.

15.4 Subject to clause 15.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances 100% of the price of the Products or Services provided in the 12 months prior to the event giving rise to the breach.

15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

## **16 Our liability if you are a consumer**

This clause 16 only applies if you are a consumer.

16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but



we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

16.2 We only supply the Products and Services for domestic and private use. You agree not to use any Product we may provide for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3 We do not in any way exclude or limit our liability for:

16.3.1 death or personal injury caused by our negligence;

16.3.2 fraud or fraudulent misrepresentation;

16.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

16.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

16.3.5 defective products under the Consumer Protection Act 1987.

## **17 Events outside our control**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

17.3.1 we will contact you as soon as reasonably possible to notify you; and

17.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

17.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us via email. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

## **18 Communications between us**

18.1 When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 If you are a consumer you may contact us as described in clause 1.2.

18.3 If you are a business:

18.3.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

18.3.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

18.3.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

18.3.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **19 Other important terms**

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

19.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

19.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

## **Garden Waste Collection Service: (additional terms)**

These Terms and Conditions only apply to the Garden Waste Collection Service

1. The Garden Waste collection service will run for 12 months from the date specified in the Contract. Service rates will be reviewed annually and prices will be displayed on the JWS website (include website address).
2. You may terminate your Contract for the Service at any time by notifying Amey on 0333 234 0978. Following termination, your container(s) will be collected by Amey and no refunds will be issued.
3. No refunds will be issued if you terminate your Contract part way through the service year
4. If you move to another property within the same authority area your Contract may continue. You must take your container with you. 14 days' notice is required so the service can be transferred to the new address. No subscription fee will be refunded for any gap in Service.
5. If you do not want the Service to continue you must inform Amey and present the container(s) for removal.
6. Should it become necessary, we may withdraw the service. If the withdrawal is temporary, you can find information on our website or by contacting 0333 234 0978. You will receive written notice should the withdrawal be permanent.
7. The refuse collection vehicle requires access to within 25 metres of the container(s). Container(s) need to be presented at the point at which the property or private road abuts the nearest service road/highway.
8. The Garden Waste collection service will operate Monday to Friday on a fortnightly basis. We reserve the right to suspend the service for two weeks over the Christmas and New Year period.
9. During periods of extreme/adverse weather we reserve the right to suspend collections and notice of this will be posted on our website. No subscription fee will be refunded although membership may be extended at the request of the householder if the circumstances are prolonged.
10. During cold spells, garden waste may freeze and prevent us from fully emptying your container. It may not be possible to fully empty your container until the next scheduled collection day when temperatures have risen. During periods of extreme/adverse weather we reserve the right to suspend collections. No subscription money will be refunded. Notice of this will be posted on our website.
11. We reserve the right to alter the timing and frequency of collections, but will notify you where reasonably practicable in advance.

12. All garden waste must be presented at the boundary of the property or at the agreed collection point by 6.00am hours on the day of collection. If the garden waste is not presented by this time the crew will not return until the next scheduled collection day.
13. If access to the container is blocked or the highway to the container is impassable, the collection crew will try to empty the container(s) again within 24 hours. If there is still no access to the container, the crew will return on the next scheduled collection day.
14. Where collection is by means of a wheeled bin, the address sticker provided must be filled in and attached to the bin. Failure to attach the sticker could result in the bin not being emptied or returned to the correct property.
15. In exceptional circumstances where collection is by means of reusable sack, the address panel on the sacks are to be completed. Failure to complete the address panel could result in the sack not being emptied or returned to the correct property.
16. An assisted collection service is available for those residents eligible for an assisted refuse and recycling collection.
17. The collection service applies to domestic households only. Commercial properties and activities are excluded from the scheme.
18. Only households who use our black refuse or blue recycling sacks and are unable to accommodate a wheeled bin due to problems with storage or access will be provided with reusable sacks.
19. Garden Waste containers remain our property at all times.
20. You may be provided with a used wheeled bin, subject to container stock levels.
21. The garden waste contained within the bin will only be collected as loose, not bagged, waste from the container(s) provided by Amey on the designated day of collection.
22. Containers that are overflowing, contain incorrect material(s) or too heavy for the crew to handle will not be collected. All containers must be closed for health/safety reasons and to reduce the occurrence of spillages. If required you may purchase an additional wheeled bin or sack, upto a maximum of six per property.
23. Only plant material may be placed in the containers. For example, grass cuttings, hedge trimmings, weeds, prunings, dead plants, twigs and small branches less than 12cm in diameter.
24. The following items are not acceptable and must not be placed in the containers - wood products, timber, rubble, soil, plastic, kitchen waste (including vegetable peelings), or animal bedding. Further information on what materials are acceptable is provided in the information pack/sticker and/or accessible via the JWS website.

25. A contaminated container (a container with any items other than those listed in the information pack) will not be emptied. You must remove the contamination and present the container for the next scheduled collection. A return will not be made where container could not be collected due to contamination.
26. If a container is regularly contaminated, you will be contacted by JWS and offered advice. If the contamination continues, Amey will remove the container and collections will cease. No subscription money will be refunded.
27. If the container becomes worn out, lost or damaged, the you will be responsible for the cost of a replacement. The cost of the replacement container will be determined by JWS.
28. Containers are used at your risk.
29. Once an annual subscription has expired, Amey will recover its container(s) from the property. If you re-subscribe within a six-month period, a one-off delivery fee will be charged to you to cover the cost of redelivering the container(s). This fee will be reviewed annually and will be available on the JWS website (insert website link).

**Please note:** details of all subscribers are held on a database to be used by JWS and its business partners for the issue of containers and collections. Any information held will be in accordance with the Data Protection Act.

## **Charges:**

1. The cost of the Service is non-refundable.
2. Service rates will be reviewed annually and detailed on the JWS website
3. The payment for the Service will be required annually in advance. You will be notified of the renewal / payment date prior to payment being due, along with any change to the service rate by Amey.
4. Payment can be made with a valid debit/credit card, cheque or direct debit.
5. We reserve the right to remove containers should the householder fail to make payment for the service or if the Council withdraws the service for any reason.
6. Reduced charges are available for those in receipt of Council Tax Support or Housing Benefit.

## **Bulky Waste Collection Services: (additional terms)**

1. Once the collection has been arranged and the payment has been processed, you must make the items available at the agreed location by 6:00am on the day of collection.

2. No refunds can be given if the Service is cancelled within 24 hours of your appointment.
3. If items are removed by other parties before we make a collection that is at your risk and no refund or part credit will be made.
4. Bookings once made cannot be changed. If you want to have more or different items collected to that specified within your original Order you will need to make a new booking for them.
5. Items are only collected from an area within the property boundary running alongside the nearest highway.
6. We need clear and level access to where you will leave your items and cannot remove bulky items from up/down stairs. If the items are not left in a suitable location then we will not be able to collect them.
7. We will only collect items listed in the booking form.
8. Large items, such as pianos and childrens play equipment must be dismantled before collection.
9. Please ensure all soft furnishings i.e. mattresses are protected from rain as if the item(s) become soaked and too heavy to lift they will not be taken.

## **Replacing damaged refuse bins**

1. Containers damaged by us or our Agents in the delivery of the Service to a point at which they become unusable will be replaced free of charge.
2. Containers damaged by you or are stolen will be replaced for a fee.
3. Containers that are over 10 years old and are beyond practical use or repair will be replaced for a fee.
4. Containers that are under 10 years old and are beyond practical use due to fair wear and tear will be reviewed on a case by case basis.
5. In all cases you will need to provide either proof of original purchase or confirmation of its age from the date of manufacture stamp. The date stamp is usually located on either the lid or front of the bin body.
6. Only bins issued by us are safety checked to fit onto the lifting device on our collection vehicles. Please do not use any other bin as we will not collect it.
7. On rare occasions we may refund payment of a new refuse bin where the product is defective and has caused detriment to the user. Final decision is at the discretion of JWS acting as agent.

## **Alleged damage by the Council's waste collection contractor**

If you think that our collectors have damaged either your vehicle or property, please contact us on 0333 234 0978 or by emailing us at [ameywastesolutions@amey.co.uk](mailto:ameywastesolutions@amey.co.uk).

**Please note:** details of all subscribers are held on a database to be used by JWS and its business partners for the issue of containers and collections. Any information held will be in accordance with the Data Protection Act.

## **Clinical Waste Collection Service: (additional terms)**

1. Only official containers can be presented for collection.
2. Containers should be made available by 6.00am on your clinical waste collection day.
3. Containers should be presented for collection outside at ground level in an agreed location.
4. Sacks and sharps boxes must be tightly sealed.
5. Sacks must weigh no more than 9kgs when full.