

Horsham District Council Bulky Bag Service - Terms and Conditions 2019/20

Horsham District Council provides a chargeable product in the form of a bulk bag, referred to as 'the product' in this document. The Council also provides a chargeable collection service for waste contained within the bag, referred to as 'the service' in this document. Throughout these Terms and Conditions, 'you' refers to the customer and 'HDC' refers to Horsham District Council. By paying for the product and service you accept these terms and conditions.

1. Product Description

You have agreed to pay Horsham District Council for the purchase and delivery of a bulk bag at the price detailed below. The intended use of the bulk bag is to contain non-hazardous waste arising from household or commercial premises.

2. Service Description

You have agreed to pay Horsham District Council to collect your bulk bag from an approved location on your premises at the price detailed below. The service is available to all residential and commercial customers within the district boundary. All addresses that begin with RH that sit outside of the District boundary will be deemed 30 mile radius. Any other addresses out of district will be quoted on an individual case basis.

3. Collection Arrangements

HDC aims to collect all bulk bags within one week of a request being made via the website or by phone. Bulk bags must be placed on the boundary of the property for collection. The vehicle is able to access bulk bags that are within seven metres from the roadside. Access must be available for the vehicle on the road including the supporting arms. In some cases it may be necessary for the vehicle to block the road while collecting the bulk bag. HDC will attempt to make collections without any disruption however will not be held liable if it is necessary to block the road while providing the service.

4. Charges and Methods of Payment

If it is not possible to empty your bulk bag due to circumstances beyond HDC's control, such as adverse weather or vehicle access problems, contact from the office will be made in order to find suitable alternative arrangements to collect the bulk bag. However, if the bulk bag is inaccessible HDC reserves the right to refuse collection where it is not practicable or safe to do so. Collections cannot be guaranteed. In the event where a collection cannot be made a full refund will be provided within 15 working days.

The cost of the product is as follows:

Medium Bag and collection within HDC District Boundary is: £110.00

Large Bag and collection within HDC District Boundary is: £130.00

Mega Bag and collection within HDC District Boundary is: £195.00

The above costs include delivery of the bag and are inclusive of VAT.

Payment must be made in advance of delivery of the product by credit or debit card over the phone or online.

All bag(s) supplied for the service are your property; charges will apply for replacement of lost, damaged or additional bags.

The prepaid bag and collection service is valid for 1 year from date of purchase. The price is valid throughout this whole period. Any collections requested outside of this time frame may be subject to additional charges.

5. Cancellation and Refunds

You must contact HDC if you wish to cancel the product or service. A full refund will be provided if HDC receives notification within 14 working days of you receiving these terms and conditions and if the product is returned to HDC. Refunds will not be provided outside of the statutory period outlined in clause 5 of this agreement. If you misuse the service, as outlined in clause 8, HDC reserves the right to not carry out the service and a full refund will be provided within 15 working days.

HDC will consider refund requests which fall outside the statutory period. Reasons for the refund request will need to be provided in writing.

6. Statutory Rights and Right to Cancel

These terms and conditions do not affect your statutory rights. You have fourteen working days (not including Saturdays, Sundays or public holidays) from receipt of these terms and conditions (or acceptance of them if signing up on line), to notify us that you wish to cancel the product or service. If you cancel within the statutory period then HDC will issue a refund within 15 working days. Notification must be received in writing, by email or through the website.

7. Contacting HDC

You can contact the Council in relation to this service by calling 01403 739391, emailing businesswaste@horsham.gov.uk or writing to Operational Services, Parkside, Chart Way, Horsham, RH12 1RL. Most actions relating to this service can also be completed through the Council's website at www.horsham.gov.uk

8. Acceptable Material and Overweight Bags

Only non-hazardous waste arising from residential or commercial premises can be placed in the bulk bag. Household or commercial waste may include furniture, tiles, rubble, garden waste, DIY waste and kitchen waste. Bulk Bags will not be emptied in the following circumstances:

- If the bulk bag contains any hazardous material such as; asbestos, chemicals e.g. brake fluid or print toner, batteries, solvents, pesticides, oils e.g. car oil, equipment containing ozone depleting substances e.g. fridges or hazardous waste containers or any electrical appliances either large or small.
- If the bulk bag is too heavy to be lifted by the collection vehicle or if there is a perceived risk of the bag tearing upon lifting and therefore cannot safely be collected by the collection vehicle.
- If the bulk bag is overflowing and there is a perceived risk of debris falling out of the bag during lifting and therefore cannot safely be collected by the collection vehicle.

If a bag is not collected for these reasons then you must rectify the problem and contact HDC to arrange another collection.

HDC accepts no liability for bulk bags used for any purpose other than for the collection of non-hazardous waste arising from residential or commercial premises. Customers use the bulk bags at their own risk.

Data Protection Statement

HDC will only use the personal details you have provided for this service to contact you by letter, telephone, text messages, or email for matters related to the Bulky Bag Service and to inform you of any similar service provided by the Council that may be of interest to you. HDC will not send you emails about other Council Services without your permission or share this information with any other organisations unless required to do so in order to provide the service or as permitted by law. You may tell us at any time if you don't want to receive marketing communications from us by writing to us providing your full name and address. We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure, e.g. under the Freedom of Information Act regarding service take-up volumes. For full details on Data Protection please go to <https://www.horsham.gov.uk/privacy-policy>