

Waltham Forest Services Limited

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Terms and Conditions

What these terms cover. These are the terms and conditions on which we supply the Service to you.

Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Definitions

When the following words with capital letters are used in these Terms, this is what they will mean:

Service: the washing of your wheelie bin for residual waste and, if you and we agree, your container for food waste and/or your bin for green waste and/or your bin for recyclables.

Terms: the terms and conditions set out in this document.

Information about us and how to contact us

Who we are? Waltham Forest Services Ltd, registered in England and Wales. Our company registration number is 10912148 and our registered office is Waltham Forest Town Hall, Forest Road, Walthamstow, E17 4JF

How to contact us. You can contact us by telephoning our customer service team on 0208 496 5525 or emailing servicestore@walthamforest.gov.uk or by using the 'contact us' form on our website, walthamforestservicestore.co.uk

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us with your order.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

How we will accept your order. Our acceptance of your order will take place when we email you to accept it or send you a confirmation letter, at which point a contract will come into existence between you and us.

If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Service.

We only provide the service to customers within the UK

Bin Washing

One off Bin Wash Our service to you will end immediately after the completion of the wash

4,5 **Ongoing contracts.** Unless you or we terminate it early in accordance with these terms (see clauses 9 to 11), our contract will continue for the term agreed and shall carry on indefinitely after that until you or we terminate it in accordance with these terms.

Our Service

The Service frequency options and minimum term requirements for the Service vary for each type of bin, as set out below:

Residual waste wheelie bin: every four weeks for a minimum term of one year or as agreed at the start of the contract.

In addition to the residual waste bin, if you want to you can add one or more of the following additional Services:

Recycling bin: at four, eight or 12 weekly intervals (as selected by you when you place the order), for the term agreed.

Green waste bin: at four, eight or 12 weekly intervals (as selected by you when you place the order), for the agreed term.

Food waste container: at four, eight or 12 weekly intervals (as selected by you when you place the order), for the agreed term.

We have fixed cleaning schedules, based on the local waste collection days and times. If the normal collection schedule for your waste changes (for example, to take account of public holidays) we will make equivalent changes to our bin cleaning schedule. If you are unsure of the cleaning schedule, we have agreed with you please contact us.

Your rights to make changes

If you wish to change the frequency with which we supply a Service, then please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

Your obligations

You must leave the bins out and empty. You must leave each relevant bin out and empty (please do not add any waste after the collection crew has emptied it) for us to wash it, at the same place you are required to leave the bin for waste collection, until 7pm (or until we have cleaned it) on each Service Day that your waste is collected. If you fail to do so we may not be able to provide the Service and we will still charge you for the Service due to our wasted journey and administration. If you have an assisted waste collection, please inform us and we will collect and return the bin to its storage location when we clean it in the same way.

You must ensure your waste is collected. If the collection crew do not empty your bin due to you not leaving it out or due to it being contaminated with materials not designated for that bin and we are unable to provide the Service as a result, you will still be charged for the Service due to our wasted journey and administration.

We cannot clean certain substances. These include, but are not limited to, paint, oil, tar, glue and burn residue. If your bin is contaminated by any such substance or by any hazardous or noxious substance, we may be unable to clean the bin properly or may be unable to provide the Service at all, and you will still be charged for the Service due to our wasted journey and administration.

Providing the Service

We will provide the Service. We will endeavour to provide each Service on the days and at the frequency agreed between you and us and on the same day of the week that your rubbish is collected.

If our Service is delayed or missed. If you report a late or missed Service to our customer services team by 4pm on the day the service was due, we will endeavour to provide that Service at a later point on the same day. If you report a missed Service later than 4pm then we will endeavour to supply the Service on the next waste collection date for the relevant bin or container.

If the waste has not been collected. If your waste has not been collected and as a result, we are unable to provide the Service then we will endeavour to provide the Service on the next waste collection date for the relevant bin or container. This will not be in addition to the agreed number of visits.

If we fail to catch up a missed wash. If we miss a Service on its due date and we still have not provided it by 7.00pm on the day falling two weeks after the original Service was due, then unless our failure was caused by you not meeting your obligations in clause 7, once you have notified us you will be refunded for that Service visit.

If you are not satisfied with our Service. If you do not consider your bin to be reasonably clean following our Service, please contact our customer service team by email servicestore@walthamforest.gov.uk and we will endeavour to re-wash the relevant bin on the next waste collection date for the relevant bin or container.

Reasons we may suspend the Service to you. We may have to suspend the Service to:

deal with mechanical or staffing problems; or update the Service to reflect changes in relevant laws or regulatory requirements.

We reserve the right to suspend the service without prior notice.

Your rights if we suspend the Service. We will contact you in advance to tell you we will be suspending the Service unless the problem is urgent or an emergency. If we have to suspend the Service for longer than four weeks, we will adjust the price so that you do not pay for Service while they are suspended. You may contact us to end the contract for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than four weeks and we will refund any sums you have paid in advance for the Service in respect of the period after you end the contract.

We may also suspend the Service if you do not pay. If you do not pay us for the Service when you are supposed to and you still do not make payment within two weeks of us reminding you that payment is due, we may suspend the Service until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the Service. We will not suspend the Service where you genuinely dispute the unpaid sum. We will not charge you for the Service during the period for which it is suspended.

We are not responsible for delays outside our control. If our supply of the Service is delayed by an event outside our control (such as inclement weather) then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

Your rights to end the contract

You can always end your contract with us by giving us at least 30 days' notice but that notice must not end any earlier than the date one year after the date on which the contract between us came into existence (under clause 4.1).

You have a legal right to end the contract if

we fail to provide a Service on the scheduled date, and we still have not provided it within a reasonable period afterwards (except where our failure was caused by you or something outside of our control); or

we do something else wrong and either it cannot be put right or, if it can be put right, we do not put it right within a reasonable period.

Exercising your right to change your mind (Consumer Contracts Regulations 2013). For the Service bought from us, you have a legal right to change your mind within 14 days and receive a refund.

When you don't have the right to change your mind. You do not have a right to change your mind in respect of a Service, once it has been completed, even if the cancellation period is still running.

How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order or send you a confirmation letter. However, once we have completed a Service you cannot change your mind about that Service, even if the period is still running. If you cancel after we have started the Service, you must pay us for each Service provided up until the time you tell us that you have changed your mind.

How to end the contract with us (including if you have changed your mind)

Tell us you want to end the contract. To end the contract with us, please let us know by calling servicestore on 0208 496 5525 or by emailing us at servicestore@walthamforest.gov.uk. Please provide your name, home address,

details of the order and, where available, your phone number and email address. You cannot terminate your contract via our website.

How we will refund you. If you are due a refund, we will refund you the relevant amount by the method you used for payment. However, we may make deductions from the price, as described below.

Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind in relation to the Service, we may deduct from any refund an amount for the Service for the period for which it was supplied, ending with the time you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within two weeks of your telling us you have changed your mind.

Our rights to end the contract

We may end the contract if you break it. We may end the contract and the Service at any time by writing to you if:

you do not make any payment to us when it is due, and you still do not make payment within two weeks of us reminding you that payment is due; or

you do not, within a reasonable time, allow us access to your premises to supply the Service.

We can always end our contract with you at any time even if you have not done anything wrong by giving you 30 days' notice, in which case, if you have pre-paid for a Service you will receive a refund of the amount pre-paid by you for Services you will not receive.

You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1, we will refund any money you have paid in advance for a Service we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.

How to tell us about problems. If you have any questions or complaints about the Service, please contact us. You can telephone our servicestore at 0208 496 5525 or email

servicestore@walthamforest.gov.uk

Summary of your legal rights. We are under a legal duty to supply a service that is in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Service. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk. In relation to **services**, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

Price and payment

What you must pay. Each bin wash Service costs the fixed price we agreed with you. We accept payment by credit or debit card, which is paid annually in advance or, in the case of. If you pay annually in advance by debit or credit card, you authorise us to store your card details and deduct annual payments after each anniversary of your contract start date.

Price increases. We reserve the right to increase prices from time to time and we will provide you with at least 30 days' notice of any changes. If we notify you of a price increase taking effect during the term of our contract, if you are not happy with the increase you may terminate the contract on giving us 30 days' notice in accordance with clause 10.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Service, we will adjust the rate of VAT that you pay, unless you have already paid for the Service in full before the change in the rate of VAT takes effect.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, or for fraud or fraudulent misrepresentation.

Limit on liability. Except as set out in clause 13.2, our liability to you in respect of all claims arising in any Service year is limited to 120% of the price paid or payable by you for that Service year or Service.

We do not accept liability for washed off markings. You acknowledge that paint, stickers, and other markings on your bins may be washed off or worn away as a result of the Service. You agree that this will not be a breaking of this contract and we will not be liable to you for this.

How we may use your personal information

How we will use your personal information. We will use the personal information you provide to us:

to supply the Service to you to process your payment for the Service; and if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

We will only give your personal information to third parties where the law either requires or allows us to do so.

Other important terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We will not unreasonably withhold our consent to transfer if you are moving house.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.1 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Service, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law, and you can bring legal proceedings in respect of the Service in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Service in either the Scottish or the English courts.

Clearance Services

Payments

All charges are payable in advance and must be made by credit/debit card using the online service. Bookings will not be confirmed until payment is made.

Quotes

All quote prices are based on estimations, should the clearance exceed the amount, which was originally quoted upon arrival, then you may be charged for the additional items, should you approve.

We reserve the right to remove items up to the load which was quoted and paid for.

Changing a Clearance Service Appointment Time

Once your appointment has been confirmed you may change the appointment time up to 2 working days prior to the appointment in question. To change your appointment time, please contact us at the details given in your confirmation email or at servicestore@walthamforest.gov.uk.

On occasions we reserve the right to reschedule your appointment, for any reason.

We will aim to provide you with an alternative date as close to the original booking date. A confirmation of the new appointment date will normally be provided within 24 hours of the original date.

Cancelling a Clearance Service Appointment

Cancellations made more than 2 working days prior to the appointment date will be refunded in full to the credit/debit card used for the booking. A cancellation fee is applicable where an appointment is cancelled with less than two working days' notice or if the clearance services team was dispatched and any refund due will be reduced by this amount. Cancellations to clearance service bookings can be done by email to servicestore@walthamforest.gov.uk. We reserve the right to cancel your order, change the clearance date and withdraw the offer of services at any time and for any reason.

Preparation and access

Once your payment has been made and we receive your payment, we will confirm the agreed appointment date(s) with you by phone or should the clearance be from the

front garden then we will just schedule in for our next available date. If the preparation is not adequate or the clearance services team cannot gain access to the property at the agreed time you will be charged a call-out fee which you will have to pay before your appointment can be rescheduled. If you decide to cancel your appointment after a call-out fee has been charged but not yet paid then the call-out fee will be deducted from any refund due.

Refunds

We will process your refund to the credit/debit card used for the booking within 28 days of confirmation of refund eligibility. Please note that, depending on your provider, it may take 5-7 working days longer to display on your payment card statement

Garden Service

Payments

All charges are payable in advance and must be made by credit/debit card at the time of booking.

Bookings will not be confirmed until the payment has been made.

Quotes

Please note quotes are provided on estimations. Upon arrival, should the service exceed what was originally quoted for than an additional fee will be requested. Should you accept, then we can continue to book and schedule in your service.

Changing a Garden Service booking appointment time

Once a booking has been confirmed and you have received your reference number you can still change the appointment date providing this is done a minimum of 2 working days prior to the appointment. You can request changes to the time and date of the appointment via return email to servicestore@walthamforest.gov.uk

We reserve the right to change your appointment at any time and for any reason, however, should we

not have a suitable alternative appointment then you will be refunded your booking fee in full.

Refunds

We will process your refund to the credit/debit card used for the booking within 28 days of confirmation of refund eligibility.

Please note that, depending on your provider, refunds can take up to 7 working days longer to display

on your payment card statement.

In some cases, a £50 cancellation or an additional £50 call-out fee may apply. Any applicable fee will be deducted from the amount to be refunded.

Cancelling a Garden Service booking

Cancellations made no later than 2 working days prior to the appointment date will be refunded in full

to the credit/debit card used for the booking. A cancellation fee of £50.00 will become payable were the appointment is cancelled without providing a minimum of two working days' notice or if the Garden

Service Officer has already been dispatched. The cancellation fee will be deducted from the amount to be refunded. To cancel your Garden Service booking email.

servicestore@walthamforest.gov.uk

We reserve the right to cancel your order and withdraw the offer of services at any time and for any reason. A refund of the full payment will be made in instances where the Servicestore has exercised its right to cancel the booking. To find out more about the refund processes please refer to the 'Refunds' section in the Garden Service Terms and Conditions.

Preparation and access

Once your payment and booking has been received you will be sent your confirmed appointment date(s). This will usually be done within five working days from when the payment has been received.

If on the appointment day the Garden Service Officer cannot gain access to the property, you will be charged a call-out fee of £50.00 which must be paid in full before the appointment can be rescheduled.

For health and safety reasons we will not enter the premises unaccompanied. Either the person who has booked the appointment or their appointed representative will need to be present.

Extension of appointments

On arrival at the property, the Garden Service Officer will assess the works needed. If the Garden Service Officer believes the job will require 15 minutes or more above the allocated time as per the quote or your online booking then, you will be given the following two options:

1) The Garden Service Officer completes as much of the work as possible within the allocated time. You will then need to book an appointment online for the Garden Service Officer to complete the remaining work.

2) If the Garden Service Officer's schedule permits, you can extend your appointment on the same day by booking another appointment online while the Garden Service Officer is present.

The Garden Service Officer will contact the Servicestore Coordinator to confirm the extension.

Whilst on site if the Garden Service Officer determines the allocated time will be exceeded by more than 1 hour, we will notify you and will not continue with the work unless you specifically authorize us

to do so and a payment for the additional time has been made.

Handyman service

Payments

All charges are payable in advance and must be made by credit/debit card at time of booking. Bookings will not be confirmed until payment is made. You must pay for all necessary goods, appliances, items, parts, materials, fixtures, and fittings required for the services to be carried out. Payments made are based on quotation, therefore should the handyman expect that the service requires more time than originally quoted then you will be made aware of this, and an additional payment will be requested. Should you agree then you can make payment and another appointment can be scheduled for you.

Changing a handyman booking appointment time

Once a handyman booking has been confirmed and you have received your reference number you may change the appointment time up to 2 working days prior to the appointment in question. You can request a change to the time or date of the appointment via return email to

servicestore@walthamforest.gov.uk

Cancelling a handyman booking

Cancellations made more than 2 working days prior to the first appointment date will be refunded in full to the credit/debit card used for the booking. A cancellation fee is applicable where an appointment is cancelled with less than two working days' notice or if the handyman was dispatched and any refund due will be reduced by this amount. Cancellations to handyman bookings can be done by email to servicestore@walthamforest.gov.uk. We reserve the right to cancel your order and withdraw the offer of services at any time and for any reason.

Preparation and access

Once your payment has been made you will receive your confirmed appointment date(s).

If the handyman cannot gain accompanied access to the property at the agreed time you will be charged a call-out fee which you will have to pay before your appointment can be rescheduled. If you decide to cancel your appointment after a call-out fee has been charged but not yet paid, then the call-out fee will be deducted from any refund due.

Extension of appointments

On arrival at the property, the handyman will assess the works needed. If the handyman believes that the job will need more than 15 minutes extra time than allocated, you will be given two options:

The handyman can complete as much work as possible within the allocated time. You will then need to book another appointment online so that the handyman can complete the works at another date and time.

If the handyman's schedule permits, you can extend your appointment on the same date and time by booking another appointment online while the handyman is present. The handyman will contact the administrator to let them know.

If it appears during progress of the work that the estimate will be exceeded by more than 1 hour, we will notify you and will not continue with the work unless you expressly authorize us to do so.

Refunds

We will process your refund to the credit/debit card used for the booking within 28 days of confirmation of refund eligibility. Please note that, depending on your provider, it may take 5-7 working days longer to display on your payment card statement

[Pest Control Service](#)

Payments

All charges are payable in advance and must be made by credit/debit card at time of booking. Bookings will not be confirmed until payment is made.

Changing a Pest Control Booking Appointment Time

Once a pest control booking has been confirmed and you have received your reference number you may change the appointment times online up to 2 working days prior to the appointment in question. To change your appointment time please go online via our website or you can email/contact us at servicestore@walthamforest.gov.uk 02084965525.

Cancelling a Pest Control Booking

Cancellations made more than 2 working days prior to the first appointment date will be refunded in full to the credit/debit card used for the booking. A cancellation fee is applicable where an appointment is cancelled with less than two working days' notice or if the pest control officer was dispatched and any refund due will be reduced by this amount. Once the treatment has begun you will no longer receive a refund for any cancellations. To cancel your pest control booking please go online and login to your account or email us at servicestore@walthamforest.gov.uk

Preparation and access

Once your payment has been made you will receive your confirmed appointment date(s). Please visit our website's pest control page and scroll down to the bottom where you can click on the documents on how to prepare your household.

Please note that we will not enter premises unaccompanied for our own security and health and safety reasons.

If your property is not suitably prepared or the pest control officer cannot gain accompanied access to the property at the agreed time you will be charged a call-out fee which you will have to pay before your appointment can be rescheduled. If you decide to cancel your treatment after a call-out fee has been charged but not yet paid then the call-out fee will be deducted from any refund due.

Health and Safety

The pest control officer will provide you with a safety notice containing information about the treatment carried out. A responsible adult will need to sign to acknowledge receipt of this information at the time of your first appointment.

Refunds

We will process your refund to the credit/debit card used for the booking within 28 days of confirmation of refund eligibility. Please note that, depending on your provider, it may take 5-7 working days longer to display on your payment card statement