

Terms and conditions

1. You agree to pay the council a subscription fee to collect your garden waste. You are required to subscribe for the garden waste collection service ("the services") on an annual basis ("the subscription period") by payment of an annual fee ("the subscription fee"). The subscription fee is a one-off fee and is irrespective of when you subscribe during each and any subscription period. Upon the council receiving payment of the subscription fee you will be issued with a license and if you move property, the subscription fee is not refundable and the license is non-transferrable.
2. The council reserves the right, in its absolute discretion, to refuse an application for the services. Any person making a fraudulent application will have their subscription cancelled without refund. Any person who seeks a concession, does so on the understanding that the Council will undertake all reasonable checks at the time of subscription and afterwards to ensure such claims are valid.
3. The council reserves the right to increase, or decrease, the subscription fee from time to time. You will receive notice of any such changes at least one month prior to the commencement of the next subscription period.
4. You will be provided with one free 240 litre wheeled bin ("the bin"). If one is not already in place, we aim to deliver this within 14 days of the council receiving payment of your subscription fee. During peak subscription periods, delivery may take longer. Additional bins are subject to charge.
5. You shall be responsible for placing the bin(s) on your property, so as not to cause a nuisance. Bins must not be stored on the highway.
6. You shall place the bin(s) to be emptied at the kerbside for collection by the council's employees. Bin(s) or sacks should be presented at the kerbside no later than 7am on your designated collection day.
7. The council offers an assisted collection service to residents who are disabled or have mobility issues and cannot move bin(s) or sacks to and from the kerbside. Only residents who have an agreed assisted collection service with the council will be exempt from presenting bin(s) at the kerbside.
8. The council will collect information about you when you subscribe to the services (for example, name, property address, email address and telephone

number). This allows the council to provide the services and for it to contact you in relation to the renewal of your current subscription fee. The council has a duty to keep records up to date therefore you are required to notify it of any changes to your personal details. You should inform the council of any changes to your address.

9. The services apply to domestic households, and or other locations at the council's discretion.
10. If you are provided with a bin, the subscription fee is charged on a per bin basis. If you wish to subscribe for more than one bin you will be charged an additional subscription fee. A maximum of 3 (three) additional bins are permitted.
11. Once you have subscribed to the services, you will be sent a permit which must be affixed to your bin(s) as per the instructions in the accompanying letter. Only those bin(s) displaying a valid permit, affixed in the correct manner, will be emptied. Once the council has received your payment of the subscription fee, it will take up to 14 days for you to be issued with a permit and for collections to be instigated. Prior to the season starting it may take longer than 14 days for your license to be issued.
12. Only garden waste i.e. grass, leaves, twigs, weeds, hedge clippings, flowers and plants can be placed in your garden waste bin(s). Please make sure you remove soil and stones from your garden waste before putting it in your bins or bags. Garden waste bins (or reusable bags) containing anything other than garden waste will be deemed as contaminated and will not be collected. A return collection will not be made under these circumstances. It is the responsibility of the householder to sort the contents of the bins) and remove any contamination prior to the next collection.
13. Garden waste bins must be used for domestic garden waste only. The bins must not be used for any garden waste arising from business or commercial activities.
14. All garden waste must be contained within the garden waste bin(s), with the bin lid closed flat. If they are too heavy to be collected safely, they cannot be emptied. Overflowing or excess garden waste placed around the bin(s) will not be collected. A return collection will not be made under either of these circumstances

15. The bin(s) used for the services remain the property of the council at all times. The bin(s) should remain at the premises stated on the application form unless it is removed by the council.
16. If you want to cancel the services you have arranged online or over the telephone, you are entitled to a 14 day cooling-off period during which time you can cancel for any reason and receive a refund. If you wish to cancel the services, you must contact the council on XXX. You are not entitled to a refund if you move property during the subscription period.
17. Garden waste bins will be emptied every other week, with collections operating from the first week of March for a 9 month period. No green waste is collected for the period December to February, though additional collections may be made for seasonal reasons (e.g. Christmas Trees)
18. Refunds will not be issued for missed collections. If there is a genuine missed collection (where there is proof the bin was presented on time and the council did not collect the waste), the council will aim to return to the property for a missed collection within five working days. If this is not possible, for operational reasons, you are allowed to present additional garden waste at the next collection. You are not entitled to receive a partial or full refund for missed collections.
19. Once you have subscribed to the services, the council will notify you when your next annual subscription fee is due. You will be notified at least one month in advance of the next subscription period. **If you pay by direct debit, the council will notify you of the date on which the direct debit will be taken from you prior to the commencement of the subscription period.**
20. Delays to the services may apply (1) during inclement weather, (2) in cases of operational difficulty or (3) any event or circumstance which is outside of the reasonable control of the council's control and shall include but is not limited to war, civil war, armed conflict or terrorism, strikes, lockouts or other industrial actions, riot, fire, flood and earthquake, pandemics and epidemics. For the purposes of this paragraph, (1) - (3) above are defined as an event or circumstance.
 - The council is not responsible for delays outside of its control. If the supply of the services is delayed by an event or circumstance outside its control then information will be published as soon as possible to

notify you of a delay. The council will take steps to minimise the effect of the delay. Provided it does this, it will not be liable for delays caused by the event or circumstance.

21. Scheduled alterations will be made to the garden waste collection service during public holidays. You will receive prior notification of these changes along with the changes to all collection services.
22. With the exception of paragraph 13 there will be no refund or reductions for part year subscriptions. Neither will there be refunds or part refunds for the cancellation of the service part way through the subscription period.
23. These terms and conditions in relation to the services do not affect your statutory rights.
24. The council may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under these terms and conditions and may subcontract or delegate in any manner any or all of its obligations under these terms and conditions to any third party or agent.
25. A person who is not a party to these terms and conditions shall not have any rights to enforce them.
26. The council reserves the right to vary these terms and conditions at any time without notice.
27. These terms and conditions, and any dispute or claim arising out of or in connection with them or their 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.
28. The council reserves the right to end these terms and conditions at any time and for whatever reason by giving you one month's notice of termination.