

## Garden Waste Collection Service 2019/20

### Green Bin - Terms and Conditions

#### 1. Subscription

1.1 This **service** is only for **residential properties**, places of worship and village halls that dispose of Household Waste.

1.2 This service does not cover;

- Premises which are occupied by a club, society or any associations of persons in which activities are conducted for the benefit of the members. Examples of these are sports pavilions and social clubs.
- Village halls, other halls or residential properties that are managed by a commercial landscaper/gardener.

Occupants of such premises should seek a commercial waste service for the disposal of such garden waste.

1.3 The subscription period runs from the 2 September 2019 to the 28 August 2020.

1.4 We will make all reasonable efforts to collect garden waste fortnightly on the same day as your recycling collection. **Please see section 4 below regarding important service limitations and exceptions.**

1.5 Once we have verified your payment, your subscription sticker (for your green bin) and any requested green bins will usually be delivered within 14 days. Please let us know if you have not received your sticker and additional bins within 14 days. Once you have received your sticker you can then use the garden waste service on your next scheduled recycling collection day after the 2 September 2019.

1.6 To ensure your subscription is processed for the start of the subscription period you should subscribe by 11 August 2019. We will send your sticker for this subscription period by second class post.

1.7 You can subscribe at any time until the 30 June 2020 but your subscription will end on the 28 August 2020. Irrespective of when you subscribe the charges remain fixed.

1.8 You can subscribe for up to a maximum of 5 green bins per household. The service charge is payable per bin. One off set up payments for additional bins apply (see table below).

## 2. Payment

2.1 The subscription charges for the 2019/20 collection service are;

Subscription Type	Subscription Charge (per bin)
Service charge for 1st green bin	£50
Service charge for 2 <sup>nd</sup> to 5 <sup>th</sup> bins (This is for <b>renewals only</b> where the one off set up payment has already been made)	£40
Charge for each additional bin 2 <sup>nd</sup> to 5 <sup>th</sup> ( <b>not renewals</b> )	£67 made up as follows: £40 for the service charge and £27 for the one off set up payment

2.2 We cannot accept payment via direct debit.

2.3 We do not offer concessions.

2.4 If full payment is not received at or before the time that you subscribe, your subscription will not be successful and the service will not commence.

2.5 Once we have your completed subscription and payment your property details will be added to a database used by our waste collector for garden waste purposes. That database shows which households have subscribed to the service.

2.6 New Subscriptions for the September 2019 - August 2020 collection service cannot be accepted after the 30 June 2020. New subscriptions after this date will be deemed to be for the September 2020 – August 2021 collection service.

2.7 **You have the right to cancel your subscription within 21 days without giving any reason.** The cancellation period will expire after 21 days from the day you subscribe. If you cancel within this time we will make a full refund. This does not affect your statutory rights. If you cancel this service your green bin will not be emptied if it contains garden waste. You can continue to place food waste in the green bin (other than communal properties).

2.8 **No refund will be given if you decide to stop using the service, in whole or in part, for any reason outside of the 21 days cancellation period.**

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### 3. Annual renewal

- 3.1 We will send out an annual reminder (generally by e-mail) but subscription renewal is your responsibility. Failure to renew your subscription and pay the annual charge will result in your garden waste collection being cancelled.
- 3.2 We may vary these terms and conditions at renewal. If we do so, we will give you a general overview of any significant changes.

### 4. More about the service

- 4.1 Your green bin must be put out ready for emptying by 7am on your recycling collection day. Please put your bin out with care, kindly avoid creating any hazards
- 4.2 If you already receive an assisted collection this will continue.
- 4.3 It is your responsibility to ensure the subscription sticker is clearly visible on the back of the bin (handle side) to ensure collection. Green bins placed out for collection without a sticker, but containing garden waste will not be emptied.
- 4.4 **We will only collect garden waste (of a type specified by us) contained within** the green bin supplied by West Berkshire Council. We will collect grass cuttings, prunings, small twigs and branches, hedge trimmings and leaves, plants and weeds, cut flowers and fallen fruit. You can put food waste in your green bin. This list is not exhaustive, for full details of what can go in your green bin please visit **[www.westberks.gov.uk/gardenwaste](http://www.westberks.gov.uk/gardenwaste)**.
- 4.5 We retain the right to refuse to empty a bin if it contains the wrong types of materials listed at [www.westberks.gov.uk/gardenwaste](http://www.westberks.gov.uk/gardenwaste). In order for the collection service to be resumed you will be required to remove the wrong types of materials from the bin(s) before your next scheduled collection date.
- 4.6 If you discover that your green bin has not been emptied on your scheduled collection day, please contact Customer Services via email [customerservices@westberks.gov.uk](mailto:customerservices@westberks.gov.uk) or telephone 01635 519080 within 5 working days to report the missed collection of your bin(s). If our records indicate that there was no reason why your bin should not have been collected, the collection crew will aim to return to collect it within 2 working days of this being reported.
- 4.7 This service intends to provide collections fortnightly. **Collection days or periods may be varied.** If a collection is to be changed or cancelled we will make all reasonable attempts to provide on-line notice. Please see our website **[www.westberks.gov.uk/waste](http://www.westberks.gov.uk/waste)** for changes and updates to garden waste collections.

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4.8 If collections are missed due to any unforeseen circumstance or adverse weather, attempts will be made to return and empty the bin(s) where practicable. In the event of **sustained adverse weather** such as severe snow, all waste collection services may be affected and **the garden waste collection service may be suspended in order to redirect resources to assist with any missed general rubbish collections**. There will be no refund for collections missed due to unforeseen circumstances or adverse weather suspensions. Service updates can be found at [www.westberks.gov.uk/waste](http://www.westberks.gov.uk/waste).

4.9 The green bin remains the property of West Berkshire Council at all times.

## 5. Sharing bins

5.1 Green bin(s) may be shared amongst neighbours. However we will only collect garden waste from the green bin(s) displaying a valid subscription sticker.

5.2 Any agreement made between neighbours to share green bins is a private arrangement. It is up to neighbours to decide who will purchase the subscription. The subscription will only be linked to one property. The green bin will be collected from outside the subscriber's property. Neither West Berkshire Council nor the waste collector shall be responsible for any arrangements or disputes resulting from any such agreements between neighbours.

5.3 As the subscriber you are responsible for compliance with these terms and conditions even if you share the green bin with your neighbours. This is because our agreement is with you.

## 6. Moving house

6.1 If you move house within the West Berkshire area, the service can be transferred to your new property. It is your responsibility to request that your subscription be transferred. You will need to inform us of your moving date and change of address. You can do this at [www.westberks.gov.uk/changeofdetails](http://www.westberks.gov.uk/changeofdetails).

6.2 When you leave your old address please remove the subscription sticker(s) from your green bin(s) and dispose of it, leaving all bins at your old property. All bins remain the property of West Berkshire Council. Where a new bin(s) is needed at your new West Berkshire address we will deliver them. A new sticker(s) will be issued via the post to your new West Berkshire address.

6.3 You cannot transfer your subscription to someone else.

6.4 If you move out of West Berkshire, **we will not provide a refund for the unused months**. You cannot take your bin out of the West Berkshire area.

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## **7. Use of your personal data**

- 7.1 We will collect personal information for the purpose of processing your application and providing the garden waste collection service. This information will be held in a secure manner. We won't use your information for any other purpose without your permission. We won't hold it longer than we need to.
- 7.2 We will treat any personal information by which you can be identified (e.g. name, address, email etc.) in accordance with the provisions of the Data Protection Act 2018. You can review our Privacy Notice online [www.westberks.gov.uk/pngardenwaste](http://www.westberks.gov.uk/pngardenwaste).

## **8. Complaints**

- 8.1 Information about our complaints process can be found at [www.westberks.gov.uk/complaints](http://www.westberks.gov.uk/complaints).

## **9. Interpretation**

- 9.1 In these terms and conditions “us” and “we” means the Council and “you” means the subscriber.

West Berkshire District Council, Council Offices, Market Street, Newbury, RG14 5LD