

## Garden Waste Collection 2018/19

### Green Bin - Terms and Conditions

#### Subscription

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

The Council will not collect garden waste from;

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

The subscription year runs from the 3 September 2018 to the 31 August 2019.

We will make all reasonable efforts to collect garden waste fortnightly on the same day as your recycling collection but reserve the right to alter the day of collection. 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

Once we have verified your payment, your subscription sticker and any requested green bins will usually be delivered within 14 days.

To ensure your collection continues after 3 September 2018 you should subscribe by 12 August 2018, following which we will send your sticker by second class post.

You will use the green bin you currently have for this service. You can subscribe up to a maximum of 5 green bins. If you subscribe for additional green bins these will be delivered as requested.

#### Payment

The annual subscription charges for the 2018/19 collection service are;

	<b>Annual Subscription (if you subscribe between July 2018 and 28 February 2019)</b>	<b>Part Year Subscription (if you subscribe between 1 March 2019 and 30 June 2019)</b>
<b>1st green bin</b>	£50 (service charge)	£25 (service charge)
<b>Cost for each additional bin</b>	£67 (£40 for the service charge and £27 for the one off bin payment)	£47 (£20 for the service charge and £27 for the one off bin payment)

Once the one off bin payment has been made, should you re-subscribe next year you will only need to pay the service charge for each bin.

**If you subscribed to the Chargeable Extra Green Waste Collection Service** in 2017/18 the annual subscription charges for the 2018/19 collection service are;

	<b>Annual Subscription (if you subscribe between July 2018 and 28 February 2019)</b>	<b>Part Year (if you subscribe between 1 March 2019 and 30 June 2019)</b>
<b>1st green bin</b>	£50 (service charge)	£25 (service charge)
<b>Cost for current 2nd bin</b>	£40 (this is a service charge only if you have already paid for a second bin)	N/A
<b>Cost per each additional bin</b>	£67 (£40 for the service charge and £27 for the one off bin payment)	£47 (£20 for the service charge and £27 for the one off bin payment)

Payment needs to be made in full, we cannot accept payment via direct debit and do not offer concessions. If full payment is not received at the time that you subscribe, the service will not commence and your subscription will not be successful.

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

New Subscriptions for the September 2018 - August 2019 collection service cannot be accepted after the 30 June 2019. New subscriptions after this date will be deemed to be for the September 2019 – August 2020 collection service.

You have the right to cancel your subscription within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you subscribe. If you cancel within this time we will make a full refund. Confirmation of subscription will be provided. 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.

### **More about the service**

You can continue to put food waste in your green bin.

Your green bin must be put out ready for collection by 7am on your recycling collection day. Please put your bin out with care, avoid creating any hazards. 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.

If you already receive an assisted collection this will continue.

We will only collect garden waste (of a type specified by the Council) that is contained in the green bin supplied by West Berkshire Council. To check what can go in your green bin please visit [www.westberks.gov.uk/gardenwaste](http://www.westberks.gov.uk/gardenwaste)

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.

The Council retains the right to refuse to empty a bin if it contains the wrong 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 materials from the bin(s) before your next scheduled collection date.

This service intends to provide collections fortnightly. 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 collection services may be affected and the garden waste collection service may be suspended in order to redirect resources to assist with any missed rubbish collections. There will be no refund for such suspensions. Service updates can be found at [www.westberks.gov.uk/waste](http://www.westberks.gov.uk/waste)

### **Sharing bins**

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.

Any agreement made between neighbours to share green bins will be deemed a private agreement between yourself and your neighbour(s). It is up to you to make your own arrangements as to who will purchase the subscription as this will only be linked to one property. This property will be where the green bin will be collected from. Neither West Berkshire Council nor the waste collector shall be responsible for any arrangements or disputes resulting from any such agreements.

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.

### **Moving house**

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

When you leave your old address please remove the subscription sticker 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. Replacement bin(s) will be delivered by a waste collector and sticker(s) will be issued via the post to your new West Berkshire address.

You cannot transfer your subscription to someone else.

If you move out of West Berkshire, we are unable to provide a refund for the unused months. You cannot take your bin out of the West Berkshire area.

### **Annual renewal**

We will send out an annual reminder 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. We may vary these terms and conditions and/or the subscription at renewal.

### **General**

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

No refund will be given if you decide to stop using the service in whole or in part for any reason, outside of the 14 day cancellation period.

At renewal the Council reserves the right to vary these Terms and Conditions and increase the charges for the service. We will draw you attention to any changes at renewal.

### **Use of your personal data**

Any personal information collected for the purpose of processing your application to subscribe for the garden waste collection service will be held in a secure manner. We won't use your information for any other purpose without your permission and we won't hold on to it longer than we need to.

We will treat any personal information by which you can be identified (i.e. name, address, email etc.) in accordance with the provisions of the Data Protection Act 1998, and from 2018, the General Data Protection Regulations (GDPR). You can review our Privacy Notice online [www.westberks.gov.uk/pngardenwaste](http://www.westberks.gov.uk/pngardenwaste)

### **Complaints**

Information about the Council's complaints process can be found at [www.westberks.gov.uk/complaints](http://www.westberks.gov.uk/complaints)