

## Mid Sussex District Council Garden Waste Collection Service Terms & Conditions March 2016

These Terms & Conditions formalise the arrangement between the Mid Sussex District Council ('The Council') and the Householder and thereby constitute a contract between the two parties.

- 1) The Council will provide the Householder with a 240 litre wheeled bin for the purposes of garden waste collection only. The Council will operate a collection service of the garden waste on a fortnightly basis.
- 2) The Householder will pay to The Council the sum of £65 per 240 litre wheeled garden waste bin per annum. Payment must be made by direct debit unless otherwise agreed by The Council.
- 3) The Sack Collection Service is being phased out and no new applications for Garden Waste sacks or small 140L Garden Waste bins will be accepted. For existing Garden Waste sacks and small 140L Garden Waste bins customers the householder will pay £32.50 per annum
- 4) This contract is for a period of twelve months and is renewed automatically unless The Council's Garden Waste Department is advised in writing with at least 4 weeks before the expiry of the twelve month period that the service is no longer required by the Householder. Garden Waste sacks will only be collected and Garden Waste bins will only be emptied if the Council have received the payment for that year.
- 5) This contract will take effect when the payment has been made, in accordance with the introductory letter included in the information pack.
- 6) The Council will provide and collect either garden waste bins or biodegradable sacks (existing customers only) but not both forms of container from an address,
- 7) Garden Waste, as specified in the information letter / Q&A leaflet will only be collected in the specified containers provided by the Council. Additional waste not presented in a specified container will not be collected. Up to 5 garden waste sacks (current customers only) can be presented on each collection day.
- 8) Garden waste containers must be presented at the edge of property at the point nearest to the highway, unless otherwise agreed in writing by The Council. All Garden Waste containers must be out by 7am as the time of collection at any given time can vary. A return trip for any missed Garden Waste containers will not be made if the container is not out for collection by 7am.
- 9) A Garden Waste bin may be shared between two properties, but only one household will be the principal applicant, and the Garden Waste bin will be emptied from that property only.
- 10) If a Garden Waste bin is being shared between neighbours and either Householder changes address, the collection arrangements will remain with the initial applicant.
- 11) Should a Householder change address within Mid Sussex, the Householder must inform the Garden Waste Collection Department, and the service can on the Householders request be transferred to the new address.
- 12) A Garden Waste container with any items other than those listed in the letter / Q&A leaflet, will not be collected. The Householder must remove the items and re-present the Garden Waste bin for the next collection. A return will not be made for any collection that could not be made due to incorrect materials in the Garden Waste bin.
- 13) If the waste operative judges that a Garden Waste bin or Garden Waste sack is too heavy, the garden waste bin or sack will have a tag placed on it and will not be emptied until the weight is reduced.
- 14) If garden waste has not been collected on the due collection day but was put out on time, and in the agreed location, and is reported to The Council on the due collection day or next day, a return trip will be made to collect the garden waste within 3 working days **where operationally possible**.
- 15) Where a Garden Waste collection cannot be made due to adverse weather conditions, collection will be made on the next due collection date.
- 16) Collections of Garden Waste will not be made over the 2 weeks containing the Christmas and New Year Bank Holidays.
- 17) All garden waste containers remain the property of The Council.
- 18) The Householder can withdraw from the service at any time and will need to inform the **Garden Waste Department at The Council**. No refunds will be given if the Householder withdraws from the service early, for any reason and the service is not transferable from one resident to another.
- 19) The Council reserves the right to remove the Garden Waste Collection Service should the Householder fail to make payment for the service, or if The Council withdraws the service for any reason.
- 20) If the Garden Waste bin is damaged or destroyed by The Council or the collectors, the Garden Waste bin will be replaced at no cost to the Householder. If the Garden Waste bin is damaged or destroyed by the Householder or a third party the Householder will be responsible for the cost of repair or replacement by The Council at cost, plus any delivery charge. If the Garden Waste bin is stolen, on proof of reporting to the police, The Council will provide a replacement bin at no cost to the Householder.
- 21) Garden Waste bins found to be containing Japanese Knotweed will not be accepted as it survives the composting process. For further information on disposal of Japanese Knotweed please consult the Environment Agency 'Managing Invasive Non-Native Plants' 2010 booklet available in downloads section of The Council's Garden Waste Service website pages.
- 22) If The Council wishes to change any term or condition, it may do so by giving the Householder one month's notice in writing.