

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

Revised January 2019

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

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## **1. The Collections and Bin Contents**

- a) The Council will supply 240 or 140 litre garden waste wheelee bin(s) for the collection of domestic green garden waste only.
- b) Garden waste will only be collected in the container(s) provided by The Council. Any additional green garden waste presented will not be removed. A container will not be emptied with contents overflowing.
- c) The Council will collect the garden waste for each Account Holder on a fortnightly basis. Collection day calendars can be found on the Council's website.
- d) Where a garden waste collection cannot be made due to adverse weather conditions, collection will be made on the next due collection date. No refunds will be given.
- e) Collections of garden waste will not be made over the two weeks containing the Christmas and New Year Bank Holidays. Notification of these dates will be published by The Council each year.
- f) Garden waste containers must be presented at the edge of the property at the point nearest to the highway by 7am on collection day, unless otherwise agreed in writing by The Council. A return visit will not be made for any container(s) not presented for collection by 7am. All garden waste containers must be recovered back onto the property within one day of your scheduled collection.
- g) Garden waste containers with any items other than those listed on our website will not be collected. It will be the responsibility of the Account Holder to remove all unacceptable items. The garden waste container(s) will then be emptied on the next scheduled collection day.
- h) Garden waste containers found to contain Japanese Knotweed, and other non-native invasive plants, will not be emptied. It will be the responsibility of the Account Holder to remove all unacceptable items and demonstrate a suitable means of disposal has been secured. Until that time the garden waste container(s) cannot be emptied.
- i) If the garden waste container(s) presented for collection is too heavy, the container(s) will not be emptied until the weight is reduced. It will be the responsibility of the Account Holder to dispose of the garden waste within the container to reduce the weight. The garden waste container(s) will then be emptied on the next scheduled collection day.
- j) If the content of a garden waste container(s) is considered to be frozen, the bin will not be emptied. Where possible the crew will check back later in the day, but it may not be emptied until your next scheduled collection day.
- k) In accordance with The Council's Missed Bin Policies; if the container(s) has not been collected on the scheduled collection day, the missed collection must be reported to the Council. Failure to do so may result in The Council not supplying compensation for any failings in the service.
- l) Where a missed garden waste collection is reported to The Council, and the fault lies with our contractor, a return collection will be made within five working days.

## **2. Payments and Renewals**

- a) The Account Holder will pay for the service one calendar year in advance via Direct Debit, unless otherwise agreed by The Council. Garden waste containers will only be emptied if the Council has received payment.
- b) The payment covers the cost of providing the garden waste collection service for a period of 12 calendar months. The service is renewed automatically unless The Council is advised by the Account Holder at least two weeks prior to the expiry of the 12 month period the service is no longer required.
- c) The service will commence once payment has been received by The Council in accordance with the correspondence included in the introductory pack.
- d) The name on the bank account from which payment is being taken for the service, will be the name on the Account. If the payment is being taken from a joint account then whoever applies for the service will be the Account Holder. The bank account holder must live at the address where the bin is registered to.
- e) If the Account Holder cancels the Direct Debit with no notice to The Council a letter will be sent to the property requesting the Direct Debit is reinstated. If no response is received within seven days from the date on the letter the account will be cancelled and the garden waste container(s) removed.
- f) If payment for the garden waste service is outstanding for more than seven days, the account will be cancelled and the garden waste container(s) removed.

- g) No refunds will be given by The Council in cases of cancellation before the end of the 12 month subscription period.

### **3. Moving Home**

- a) If an Account Holder moves properties within the district of Mid Sussex, and they wish to take their subscription with them the Account Holder must inform The Council 14 days before their moving date.
- b) The Account Holder must leave their garden waste container(s) at their old property, in a place visible from the road, ready for removal by our contractor. A new container will be delivered to the new property within 14 days of being informed of the move.
- c) If an Account Holder does not wish to continue the subscription at their new property the Account Holder must contact The Council 14 days before their moving date. No refunds will be issued.
- d) If an Account Holder is moving out of Mid Sussex District the garden waste subscription will be cancelled. The Account Holder must notify The Council no less than 14 days prior to vacating their property. No refunds will be issued.
- e) The garden waste container(s) will be recovered from the Account Holder's property within 14 days of cancellation
- f) Subscriptions cannot be transferred between residents.

### **4. Cancellations**

- a) The Account Holder can cancel the service at any time. Notice of cancellation must be given to The Council. No refund will be issued.
- b) Once notice of cancellation has been sent to The Council, the garden waste container(s) should be left visible at the front of the property for removal by our contractor.

### **5. Death of the Account Holder**

- a) Should the Account Holder die the subscription can be transferred onto another person at the same property. A new Direct Debit will be set up in the new Account Holder's name on the renewal date.
- b) Should the Account Holder die and the subscription is not transferred to an existing person in the same property then the garden waste container(s) will be removed within 14 days of notification. No refund will be given.
- c) If the property is sold, The Council should be notified and the subscription will end. The garden waste container(s) will be removed within 14 days of notification. No refund will be issued.

### **6. Sharing a garden waste subscription**

- a) A garden waste subscription may be shared between two or more properties but there may only be one named Account Holder. The garden waste container(s) will be emptied from this property only.
- b) The Direct Debit must come out of the named Account Holder's bank account. The subscription is non-transferable between properties.

### **7. Miscellaneous Information**

- a) All garden waste containers remain the property of the Council.
- b) If the garden waste container(s) is damaged or destroyed by The Council or The Council's collection contractors, the garden waste container(s) will be replaced at no cost to the Account Holder. If the garden waste container(s) is damaged or destroyed by the Account Holder or a third party, the Account Holder will be responsible for the cost of repair or replacement by the Council, plus any delivery charge.
- c) Only the registered account holder or their legally appointed representative can make changes to an account.
- d) If the Account Holder fails to abide by the Terms and Conditions of service The Council reserves the right to cancel the service with immediate effect. No refunds will be issued.
- e) The Council will only use the contact details provided to us by the Account Holder to contact you about the garden waste collection service. The Council will not send the Account Holder information about other Council Services without permission nor will The Council share this information with any other organisations unless required to do so in order to provide the service, or as permitted by law. The Account Holder may tell The Council at any time if they don't want to receive marketing communications about the garden waste service by writing to us.
- f) The Council will use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure, e.g. under the Freedom of Information Act. Our full Privacy Notice can be viewed on our website.
- g) If the Council wishes to amend any of the above term or condition, it may do so at any time. Terms and Conditions are available online and hard copies can be posted, on request.