

Appendix 1

Terms and Conditions of the Garden Waste Collection Subscription Service

1. The Service

The garden waste collection subscription service runs from April to March and is chargeable. The Council will carry out a minimum of 22 scheduled garden waste collections per household during this period. A sticker will be provided for each bin that is subscribed for, which will be emptied once every two weeks on a day specified by the Council.

The Council reserves the right to vary these terms and conditions and to amend the cost of the service. You will be notified of any changes.

2. Eligibility

Subject to the following points, the Council will offer its garden waste collection service to properties where it is currently collecting garden waste. The service will not be offered to properties if it is not viable to do so within current resources.

- Each property or associated collection point must be easily accessible by a 26t refuse collection vehicle. This includes being able to empty bins and manoeuvre the vehicle easily and safely.
- The garden waste bin must be stored within the boundaries of the property.
- New properties will be offered the service if the above points apply.

3. Application Process / Payment

You have agreed to pay South Ribble Borough Council (referred to as 'us', 'our', 'the Council') at Civic Centre, West Paddock, Leyland, PR25 1DH to collect garden waste that has been placed in a brown 240 litre (or smaller) wheeled bin. The first year's period of collection for 2018/19 runs from 1st April 2018 to 31st March 2019. Subsequent years will also run from the 1st April to 31st March.

Residents will be required to subscribe for the garden waste service on an annual basis. If you don't pay by the specified payment date, we will withdraw the service until you wish to re-join the scheme.

Payment can be made by various methods including via the internet, by telephone or in person at the Civic Centre.

Upon receipt of payment of the annual subscription charge, the Council will issue each property with a bin sticker. The issued sticker must be placed below the bin's handles and the bin must be presented with the sticker facing towards the road/collection route. No service will be provided for garden waste bins not recorded on the Council's system and/or not displaying a valid sticker.

If a sticker becomes lost, damaged or defaced and a replacement sticker needs to be issued, an administration cost will be incurred by the resident.

4. Refunds and Reductions

Except where cancelled in accordance with section 12, no refunds will be provided for the cancellation of this service.

There will be no reductions in cost for part year subscriptions, or for the cancellation of the service part way through the year.

If there is evidence of misuse of the service or the bin by you, then the service may be cancelled. There will be no refund in these circumstances.

5. The Bins

Your garden waste bin(s) must be used for garden waste from domestic properties only (yours or your neighbour, by agreement of both parties). Only garden waste may be placed loose in the bin.

The garden waste bin(s) is provided for use by the householder(s) but remains the property of the Council.

Only garden waste bins supplied by the Council will be emptied. Garden waste presented in any other container will not be collected. There is no limit to the number of garden waste bins that can be supplied per property.

Any garden waste bin(s) supplied may not be new but will be of sufficient standard for the storage and collection of waste. The registered person is responsible for the general condition and cleaning of the garden waste bin(s) whilst in their possession.

If you employ a gardener or handyman service to maintain your garden, they should make provision to take away the waste and dispose of it as commercial waste.

6. Presenting Your Bins

Your garden waste bin must be presented by 7.30am on your day of collection at the edge of your property, shared drive or service strip, unless you have been advised of an alternative collection point.

The bin lid(s) must be completely closed and no additional waste placed around or on top of the bin lid(s) will be collected. If the bin(s) is too heavy to be lifted safely, the householder will be expected to remove some garden waste making it safe to lift for the next scheduled collection.

Contaminated bins (bins containing incorrect items) will not be emptied. If your bin is contaminated it is your responsibility to remove these items before the next scheduled collection. If the contamination continues we may remove the bin(s) and no refund will be issued.

A contaminated bin will be recorded by the crew on their electronic system which will be submitted to our Gateway on a real-time basis. You will be notified by a tag attached to the bin.

7. Collection Days

You are entitled to a minimum of 22 collections over the 12 month period on a day advised to you by the Council. This may not be the same day as your current collection.

The council reserves the right to suspend collections in exceptional circumstances, for example adverse weather conditions. No refunds will be given in such circumstances.

8. Assisted Collections

An assisted collection is available upon request for eligible households. If you already receive an assisted waste collection this will automatically be applied when you subscribe.

9. Missed Bins

If the council miss a collection when your bin was presented correctly in accordance with section 6 we will endeavour to make the collection within 24 hours, where practicable. Missed collections must be reported to the council by the end of the following working day after your collection day. The council will not issue refunds for missed collections.

If your bin is not presented by 7.30am on your day of collection then it cannot be reported as missed and will not be considered as a missed collection. The crew will record any bins not presented on their electronic system which will be submitted to our Gateway on a real-time basis. It will be up to the resident to correctly dispose of the waste at the Household Waste Recycling Centre, or await their next scheduled collection.

10. Moving House

The service relates to collections from a particular property or household. The service is not transferable either within or outside South Ribble. The payment made is for the collection service at the property.

If your new property already has a garden waste bin and service you will take over this garden waste service for the remainder of the current year.

If you move house, please leave the garden waste bin at the property.

The Council has a duty to keep records up to date therefore we require customers to notify us of any changes to their personal details, such as when they move house.

11. Acceptable Items

Garden waste includes grass cuttings, hedge clippings, pruning's, dead flowers, house plants, cut flowers, leaves and weeds. It **does not** include large branches, turf, soil, stones, gravel or any type of food waste. The garden waste must not be placed in plastic bags as this affects the composting process.

12. Your Right to Cancel

In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have fourteen days from the receipt of these terms and conditions to request cancellation of this service. On cancellation we will reimburse to you all payments received from you within 14 days.

A request to cancel the service must be made in writing to South Ribble Borough Council, Civic Centre, West Paddock, Leyland, PR25 1DH or emailed to XXXX (email contact to be determined following IT development).

13. Your Statutory Rights

These terms and conditions of the Garden Waste Collection Subscription Service do not affect your statutory rights.

14. Your Data

We will only use the personal details you have provided for this service to contact you by letter, telephone or email for matters related to the garden waste service and to inform you of any similar service provided by the Council that may be of interest to you. The information

will be disclosed to the Council's contractor for delivering the garden waste subscription service.

Your personal details will not be passed to any other organisation or third party. We may contact you to participate in customer satisfaction surveys.

We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure, such as under the Freedom of Information Act regarding service take-up volumes.