

Terms and Conditions of the Garden Waste Subscription Service 1 July 2023 – 30 June 2024

- 1 You have agreed to pay Wyre Council (referred to as us, our, the Council) at Civic Centre, Breck Road, Poulton Le Fylde, FY6 7PU to collect garden waste that has been placed in a green domestic size wheeled bin (240 litre). The period of collection runs from 1st July to 30th June each year, with a short service suspension over the festive / winter period (minimum of 22 collections over the 12 month period if subscribed at start of year – subject to change as per below). However you can put your new sticker(s) on your bin(s) as soon as you receive it/them.
- 2 In line with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, you have a 14 day cancellation period from date of purchase. On cancellation we will reimburse to you all payments received from you within 14 days. Requests to cancel the service must be in writing to Wyre Borough Council, Waste Services, Civic Centre, Breck Road, Poulton Le Fylde, FY6 7PU or emailed to mailroom@wyre.gov.uk. Cancellations cannot be accepted by phone. A cancellation instruction is included at Appendix A. There are no refunds or part refunds for the cancellation of the service, part way through or after the 14 day cancellation period. If you have received the service prior to the expiry of the 14 days then you will not be eligible to cancel.
- 3 Distribution of green bin stickers will commence early- mid June, if you subscribe for your green bin after this date, your sticker will be delivered within 15 working days.
- 4 For your property to be eligible to subscribe to this service, there has to be sufficient access for a standard Refuse Collection Vehicle, but if access is not possible we will not be able to offer the service.
- 5 A bin not displaying a valid current sticker will not be emptied (unless instructed to by a supervisor). If your sticker becomes detached or lost, contact us at mailroom@wyre.gov.uk for a replacement (a replacement fee will apply). It is your responsibility to place the sticker on the green bin as instructed.
- 6 The collection cost is a standard annual charge, with no reduction for applying part way through the subscription year, and no refunds of cancellation part way through the year. Any evidence of misuse of the service or the bin(s) may result in the service being cancelled, without a refund being available.
- 7 Green bins are emptied fortnightly, **except for a short period over the winter/non-growing season** or due to other unforeseen circumstances, such as unusually inclement weather which makes collections impractical or unsafe. The Council reserves the right to change your collection day, notification will be provided in advance. The Council reserves the right to suspend collections and no refunds will be applied. Bins should be presented on the kerbside (or designated collection point) by 07.00 on the day of collection. If the garden waste cannot be collected because the bin has not been presented by 07.00, the crew will not return until the next scheduled collection day and no refund will be given. If we miss your bin, we will do our best to collect it as soon as possible. We do not give refunds for missing a bin or being unable to collect/access a bin. Reports of missed bins will be fully investigated alongside reviews of the on board CCTV footage and must be reported within 48 hours of being missed – no return will be made outside this timescale.
- 8 Your green bin(s) must be used for garden waste generated from domestic properties or registered charities (Schedule 2) only (yours or your neighbour). Garden waste must be deposited loosely in the bin and the term "Garden waste" includes grass cuttings, hedge clippings, small tree lopping's, twigs, bark, leaves, straw, hay, flowers, plants, small branches, and rabbit bedding, but not large branches, turf, earth, soil, stones, gravel etc. The garden waste must not be placed in plastic bags, as this affects the composting process. *** Food waste CANNOT be placed in the garden waste bin ***.
- 9 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.
- 10 Contaminated bins (i.e. bins containing incorrect materials) will not be emptied. If your bin is contaminated, it is your responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, we may remove the bin(s) and no refund will be issued.
- 11 Bin lid(s) must be completely closed and no side waste will be collected, i.e. no extra waste next to the bin(s) or placed on the lid(s). If the bin is too heavy to be manoeuvred or lifted safely it will not be emptied until the householder has removed some of the waste (to make it manageable) and it is also the householder's responsibility to de-compact a bin where the contents cannot be ejected / emptied due to being overfilled prior to the next scheduled collection. In sub-zero conditions the moisture content in the garden waste may cause the contents of the bin to freeze, and if this occurs it may not be possible to fully empty the contents of the bin(s), and it will be the householder's responsibility to loosen the contents to facilitate it being emptied on the next scheduled collection.
- 12 The bin(s) is provided for use by residents, but remains the property of the Council. There is no limit to the number of bins a household can subscribe to for their property. The first bin will be charged at the rate of £35

for the period the service runs, but if paying for multiple bins on the initial contact a discounted rate of £30 per bin will be applied. The discount for additional bins is only applicable when paying at the initial subscription stage, additional bins required at a later date will be charged at £35 per bin. To be eligible for the discount for additional bins the subscription shall be for one address only. Only bins supplied by the Council will be emptied. Bins supplied may be pre-owned but fit for purpose. Garden waste presented in any other receptacles will not be collected. Bulk containers (only provided in exceptional circumstances), will be levied a fee according to their size.

- 13 Lost, stolen or bins damaged through neglect or misuse, will carry a replacement/repair cost. If your bin is lost/damaged please email mailroom@wyre.gov.uk. The registered person at the property is responsible for the general conditions and cleaning of the green bin whilst in their possession.
- 14 The green bin subscription is linked to the property and not the resident, so if you move to another address in Wyre do not take your bin(s) with you. The bin must remain at the address for which the subscription was paid.
- 15 Payment is required every year in advance of the service being delivered. Subscription renewal is your responsibility, and failure to re-subscribe will result in the garden waste collection service being cancelled for your property.
- 16 The Council reserves the right to vary these terms and conditions and to amend the annual cost of the service.
- 17 We shall not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control.
- 18 **Statutory Rights**
These terms and conditions of the Garden Waste Collection Subscription Service do not affect your statutory rights.

19. **Data Protection Statement**

Processing your data is necessary for the performance of this service / contract to which you are party.

Wyre Council (The data Controller) will only use the personal details that you have provided to obtain this service to deliver this service or contact you either by letter, telephone, or email for matters related to the garden waste subscription service. It should be noted that the data you have provided will need to be shared with a number of third party organisations in order for this service to be delivered as agreed.

Your address will be shared with the Council's Waste Collection contractor 'Veolia' to ensure your waste is collected as intended. Your address will also be shared with 'Permiserve' to ensure you are supplied with a sticker which should be placed on your green waste bin to evidence that the annual subscription is valid. If you elect to pay by Direct Debit, the Council use a third party contractor, 'GoCardless' to process this green waste subscription. Your personal data will be held by 'GoCardless' and will only be used in connection with this agreement.

Your personal data will only be held whilst you receive this service. We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure.

As a data subject you have the right to cancel your subscription at any time by contacting the Council. We will ensure your data is deleted both at the Council and all third parties. You also have the right as the data subject to contact the Information Commissioner if you are un-happy with how we are handling your personal data. You can contact them using the address; The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Appendix A - Instruction for Cancellation

In line with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, I

Name: _____ Address: _____

Postcode: _____ Telephone Number: _____ Email Address: _____

Wish to cancel my subscription to the Green Waste Collection Service with immediate effect.

Sign: _____ Date: _____

For Direct Debit Customers wishing to cancel, please also contact your bank and arrange cancellation.