

Terms and Conditions of the Garden Waste Subscription Service

Please read these terms and conditions before you sign up for the garden waste subscription service. By agreeing to pay for the service you will be accepting the terms and conditions below.

1) You have agreed to pay Rossendale Council £44 (and £30 for each additional bin) to collect garden waste that has been placed in a brown domestic size wheeled bin (240 litre or below). The period of collection for 2020 runs from 6th March 2020 to November 2020. Collections are made fortnightly.

2) In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have fourteen working days from receipt of these Terms and Conditions to request cancellation of this service. Requests to cancel the service must be in writing to Operations Team or emailed to gardenwaste@rossendalebc.gov.uk. Cancellations cannot be accepted by phone.

3) For your property to be eligible to subscribe to this service, we have to be able to get access with a 26t Refuse Collection Vehicle. If this is not possible you will not be able to participate.

4) Once you have subscribed and payment is received a sticker(s) will be posted out to your address. To subscribe please go to the council's website. You can put your new sticker(s) on your bin(s) as soon as you get it/them.

5) Our crew will not empty any bin that does not display a valid current sticker, unless instructed to by a supervisor. If your sticker becomes detached or lost, contact us by email gardenwaste@rossendalebc.gov.uk or by phone **01706 217777 Option 3**. It is your responsibility to place the sticker on your brown bin as directed within the information pack included with the sticker.

N.B. PLEASE NOTE: The re-issuing of a sticker that has been mislaid by a resident will result in a £5 administration charge.

6) Residents can join the scheme at any time throughout the subscription period. Collection cost is a standard price, with no reductions for part year subscriptions and no refunds or part refunds 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 your service may be cancelled. There will be no refund in these circumstances.

7) We empty garden waste bins fortnightly from March to the end of November, except when other factors prevent collection, such as very bad weather. 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 a bin.

8) Your garden waste bin(s) must be used for garden waste from domestic properties only (yours or your neighbour, if you choose to share a bin). Only garden waste may be placed loose in the bin. Details of what can and cannot be put in your garden waste bin can be found on the website.

9) If you employ a gardener or handyman service to maintain your garden, you can use your garden waste bin to dispose of garden waste as long as you have subscribed to the service.

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) The bin lid(s) must be completely closed when presented for collection 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

lifted safely, the householder will be expected to remove some green waste making it safe to lift for 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 £44 for the period the service runs and subsequent additional bins at £30 per bin. Only bins supplied by the Council will be emptied. Bins supplied may be refurbished bins. Garden waste presented in any other receptacles will not be collected.

13) We shall not be liable for any delay or failure to perform any of our obligations if the delay or failure results from circumstances outside our reasonable control.

14) If the bin is damaged through neglect or misuse, the cost of repair or replacement may be recharged to you. If the bin is damaged during the emptying process the Council will replace the bin free of cost. If your bin is damaged, email gardenwaste@rossendalebc.gov.uk or call us on 01706 217777 Option 3. Please note that replacement bins will be supplied in usable condition. The registered person at the property is responsible for the general condition and cleaning of the bin whilst in their possession.

15) The garden waste subscription is linked to the property and not the resident, so if you move to another property in Rossendale or elsewhere please do not take the bin(s) with you. The bin(s) must remain at the address for which the subscription was paid.

16) Payment is required every year in advance using an automated bank payment facility. Council will publish the annual charge each year, via its website and in order to reduce costs to a minimum, will not issue annual bills to individual customers. Failure to pay by the payment date will result in withdrawal of the service until such time as you re-join the scheme.

17) The Council reserves the right to vary these terms and to amend the annual charge for the service. Any intended changes will be published on the Council website – www.rossendale.gov.uk

18) Statutory rights – these terms and conditions of the garden waste subscription service do not affect your statutory rights.