

Garden Waste Collection Service

Green Sacks - Terms and Conditions

1. Subscription

- 1.1 This subscription service is for the collection of household garden waste from residential properties only. You will only be allowed to subscribe for a garden waste sack collection if approved by the Council.
- 1.2 The 2021/22 subscription period runs from 30 August 2021 to 28 August 2022 (the 2021/22 Subscription Period).
- 1.3 Payment for the 2021/22 Subscription Period must be made by Direct Debit and can be made at any time after 06 July 2021.
- 1.4 To ensure that your garden waste services can commence at the start of the 2021/22 Subscription Period (or continue in the case of renewal) you should subscribe by **12 August 2021**.
- 1.5 You are able to subscribe at any time throughout the 2021/22 Subscription Period until 30 June 2022 but irrespective of when you subscribe during the 2021/22 Subscription Period the charges (set out in section 2 below) remain fixed and no part payments are available.
- 1.6 We will contact you regarding your renewal in advance of the next subscription period (see section 3 below for more details).
- 1.7 If you use up your supply of sacks you can make up to 4 further subscriptions during the 2021/22 Subscription Period.
- 1.8 Sacks provided for use in one subscription period cannot be used in the following subscription period. You may only use the sacks that we supply to you.
- 1.9 We will deliver you 1 roll of sacks per subscription. Each full roll contains at least 70 green sacks. Your sacks will usually be delivered within 14 days of your subscription being processed¹. If it has been more than 14 days since you subscribed to the service and you have not received your delivery of sacks please let us know.
- 1.10 Your sacks can be used for your garden waste service on the next scheduled recycling collection day following the 30 August 2021.

¹ Your subscription is considered processed when you have provided all details necessary for the implementation of the service including completion of a Direct Debit mandate, or full payment for the 2021/22 subscription period has been made by another payment method.

1.11 We will make all reasonable efforts to collect garden waste fortnightly. **Please see section 4 below regarding important service limitations and exceptions.**

2. Payment

2.1 The subscription charges for the 2021/22 collection service are;

Subscription Type	Subscription Charge (per roll)
Service charge for 1st roll of green sacks	£50
Service charge for 2 nd to 5 th rolls of green sacks	£40

2.2 We do not offer concessions.

2.3 The date on which we receive a Direct Debit mandate (provided that it is fully and correctly completed) or full payment is made, whichever is earlier, will be considered to be the date on which you subscribed to the service and accordingly the date on which your contract with us for the garden waste service begins. With respect to payment by Direct Debit we will assume that payment will be made by your bank on time.

2.4 Failure to complete a Direct Debit mandate or make full payment by some other method² for the garden waste service at the time that you apply to subscribe to the service will result in your application for the service being unsuccessful and the garden waste service will not commence/continue.

2.5 Where you are an existing Direct Debit customer, unless you cancel your Direct Debit, your service will continue automatically for each subsequent subscription year.

2.6 Once we have your completed subscription and payment your property details will be added to a database used by our waste collector for garden waste collection management purposes. That database shows which households have subscribed to the service.

2.7 Subscriptions for the September 2021 – August 2022 collection service cannot be accepted after 30 June 2022. Subscriptions for the 2022/23 subscription period will open in July 2022 (unless otherwise notified).

2.8 **You have the right to cancel your subscription within 21 days without giving any reason.** The cancellation period will expire after 21 days from the day you subscribe³. If you cancel within 21 days from subscription we will make a full refund.

² Payment by a method other than Direct Debit is only permitted as agreed with the Council.

³ You are deemed to have subscribed to the service when you have provided the Council with a completed Direct Debit mandate for the initial subscription or full payment is made for the subscription period by another payment method.

This does not affect your statutory rights or the Direct Debit guarantee. If you cancel your subscription we will not collect your garden waste.

- 2.9 Subsequent subscription periods commence on or around 1 September each year (unless otherwise notified) and payment and renewal of subsequent subscription periods paid by Direct Debit will be automatic. Information regarding the forthcoming subscription period will be sent to you in advance and (unless you cancel your Direct Debit instruction), your subscription for that forthcoming subscription period will be automatically renewed (see 3.2 below).
- 2.10 Where payment has been made by Direct Debit the 21-day cancellation right (see 2.8 above) shall only apply to the initial subscription and not to renewals as the service to be provided under the contract is continuous from the initial subscription date.
- 2.11 A fresh cancellation period will apply to any additional subscriptions that are ordered at a later time during the subscription period.
- 2.12 Where additional rolls of green sacks and the corresponding service for collection of the additional garden waste are ordered at a different time in the subscription period to the initial subscription a fresh cancellation period will apply to that aspect of the order from the date of that additional order but not to any automatic renewals for the next subscription year where payment has been made by Direct Debit.
- 2.13 Where payment has been made by another payment method (as agreed with us as an exception to the general requirement to pay by Direct Debit) any new subscription in a new subscription year shall benefit from the 21 day cancellation period.
- 2.14 **No refund will be given if you decide to stop using the service, in whole or in part, for any reason outside of the 21 days cancellation period or outside of the terms of the Direct Debit guarantee.**

3. Annual renewal and Cancellation of automatic annual renewal

- 3.1 **Variable Direct Debits:** We will notify you in advance of the next subscription period commencing about the amount to be collected (which shall be a single payment for the fixed subscription charge in respect of the forthcoming subscription period), any variation of the amount to be paid and the date on which it will be collected.
- 3.2 Your renewal subscription will be automatically collected and your garden waste service collections will continue seamlessly and your contract shall be considered to be continuous and to have started at the initial subscription date.
- 3.3 If you no longer require the garden waste service and do not wish to pay the renewal subscription(s) please instruct your bank to cancel the Direct Debit prior to renewal.
- 3.4 **Non Direct Debit subscriptions.** Where you have agreed with us, as an exception to the general requirement to pay by Direct Debit, to pay for this service by another

payment method you will need to submit a new subscription application before the next subscription period commences. We will send out an annual reminder (generally by e-mail) but payment of your renewal subscription is your responsibility. Failure to pay your renewal subscription will result in your garden waste collection being cancelled.

- 3.5 We may vary these terms and conditions at renewal including the amount of the subscription charge. If we do so, we will inform you of any significant changes in advance. If you do not wish to accept such changes, you have the right not to renew and to cancel the automatic renewal of your subscription.

4. More about the service

- 4.1 Up to a maximum of 15 green sacks can be put out for collection per fortnight. These must be put out ready for collection by 6am on your recycling collection day. Sacks should be tied and not overfilled. Please put your sacks out with care, kindly avoid creating any hazards or blocking pavements. Please note that collection days and times are subject to change and up-to-date information can be found on the Council's website.

- 4.2 If you already receive an assisted collection this will continue unless you inform us that is no longer required.

- 4.3 **We will only collect garden waste (of a type specified by us)** contained **within** the green sacks supplied by West Berkshire Council. We will collect grass cuttings, prunings, small twigs and branches, hedge trimmings and leaves, plants and weeds, cut flowers and fallen fruit. This list is not exhaustive, for full details of what can go in your green sacks please visit: <https://info.westberks.gov.uk/gardenwaste>.

- 4.4 We retain the right to refuse to collect the sacks if they contain the wrong types of materials listed at: <https://info.westberks.gov.uk/gardenwaste>. In order for the collection service to be resumed, you will be required to remove the wrong types of materials from the sacks before your next scheduled collection date.

- 4.5 If you discover that your green sacks have not been collected on your scheduled collection day, please contact Customer Services via email customerservices@westberks.gov.uk or telephone 01635 519080 to report the missed collection of your sacks. Our policy on reporting missed collections can be found at: <https://info.westberks.gov.uk/article/27763/Missed-Bin-Collection>. If our records indicate that there was no reason why your sacks should not have been collected, the collection crew will aim to return to collect them within 2 working days of this being reported.

- 4.6 This service intends to provide collections fortnightly. **Collection times, days or periods may be varied.** If a collection is to be changed or cancelled we will make all reasonable attempts to provide notification on-line e.g. via the Council's website. Please see our website: <https://info.westberks.gov.uk/waste> for changes and updates to garden waste collections.

- 4.7 If collections are missed due to any unforeseen circumstance, adverse weather, or other circumstances which are beyond our reasonable control, attempts will be made to return and collect the sacks where practicable. In the event of **sustained adverse weather** such as severe snow, **or an unforeseen circumstance of such severity that** certain core waste services may be affected, **the garden waste collection service may be temporarily suspended in order to redirect resources to assist with the completion of more urgent frontline waste services.** There will be no refund for collections missed due to unforeseen circumstances, adverse weather or circumstances beyond the control of the Council and its contractor(s). Service updates can be found at: <https://info.westberks.gov.uk/waste>.

5. Sharing sacks

- 5.1 Green sacks may be shared amongst neighbours. However, the subscription will be linked to one property only (the residence of the subscriber). We will only collect garden waste from the garden waste sacks provided and from outside the subscriber's property.
- 5.2 Any agreement made between neighbours to share green sacks is a private arrangement. It is up to neighbours to decide who will purchase the subscription. Neither West Berkshire Council nor the waste contractor shall be responsible for mediating any arrangements or disputes resulting from any such agreements between neighbours.
- 5.3 As the subscriber you are responsible for compliance with these terms and conditions even if you share the green sacks with your neighbours. This is because our agreement is with you.

6. Moving house

- 6.1 If you move house within the West Berkshire area, the service can usually be transferred to your new property. It is your responsibility to request that your subscription be transferred. You will need to inform us of your moving date and change of address. You can do this at: <https://www.westberks.gov.uk/changeofdetails>.
- 6.2 When you leave your old address please take your green sacks with you to your new West Berkshire address.
- 6.3 You cannot transfer your subscription to someone else.
- 6.4 If you move out of West Berkshire during the period of your subscription, **we will not provide a refund for any unused sacks**. You do not need to return your unused sacks to us.

7. Use of your personal data

- 7.1 We will collect personal information for the purpose of processing your application, providing the garden waste collection service and where applicable for collecting payments. This information will be held in a secure manner. We won't use your information for any other purpose without your permission except where we are required to share such information in order to comply with our legal requirements. We won't hold it longer than we need to.
- 7.2 We will treat any personal information by which you can be identified (i.e. name, address, email etc.) in accordance with the provisions of the Data Protection Act 2018. You can review our Privacy Notice online at: <https://info.westberks.gov.uk/pngardenwaste>.

8. Complaints

- 8.1 Information about our complaints process can be found at: <https://info.westberks.gov.uk/complaints>.

9. Interpretation

- 9.1 In these terms and conditions “us” and “we” means the Council and “you” means the subscriber.