

Garden Waste Subscription Terms & Conditions 2018-2019

Swindon Borough Council ("Council") operates a chargeable collection service for garden waste for households across the Borough. These Terms and Conditions ("T&Cs") are the ones we intend to rely on for this service. By placing an order for the collection service with the Council you are accepting the T&Cs.

- 1.** These terms and conditions are valid for twelve months commencing on April 1st 2018 and expiring on 31st March 2019
 - 2.** An annual subscription costs £50 per bin and runs from the 1st April 2018 to 31st March 2019. New subscriptions taken part way through the year will incur a pro-rata charge and will need to be renewed in March 2019 for the full annual cost. Payment is made in advance and is non-refundable.
 - 3.** When your payment is received a membership sticker, which must be displayed on the bin to ensure it is emptied, will be posted to you in time for the 1st April 2018 or within 10 working days if ordered after the 9th March 2018.
 - 4.** Garden waste will be collected every two weeks on a specified day, except during the Christmas period when the service will be suspended for two weeks. The service operates from Monday to Friday, including public bank holidays (excluding Christmas Day and Boxing Day).
 - 5.** The Council will make all reasonable attempts to complete the collection on the specified day but reserves the right to alter the day of collection at its discretion. If a collection is to be changed the Council will make all reasonable attempts to provide advance notice.
 - 6.** Accepted methods of payment are by debit/credit card or direct debit on-line at www.swindon.gov.uk/gardenwaste. Payment can also be made by cash by visiting the One Stop Shop or Household Waste and Recycling Centre reception.
 - 7.** In line with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, you have fourteen days starting on the date of our acceptance of your order to cancel the service without incurring any cost. Requests to cancel the service must be in writing and sent to the address in clause 19. Cancellations cannot be accepted by telephone.
 - 8.** The subscription cannot be transferred for use by a different customer and there are no refunds or part-refunds for the cancellation of the service part way through the year, including if you move out of the Borough or if the service has been withdrawn by Swindon Borough Council due to misuse.
 - 9.** If you move to another address within the Borough of Swindon, you may be able to transfer the service to your new address as long as the bin is transported by you. You must inform us of the change of address in writing at least 10 working days prior to your change of address.
 - 10.** Each NEW subscription will receive one 240 litre green wheeled bin for use during the service or, properties deemed unsuitable for wheelie bins by Swindon Borough Council will be provided with an annual/pro-rata supply of green waste sacks or reusable garden waste bags. Upon RENEWAL subscribers continue to use the existing bin previously issued by Swindon Borough Council; for bag collections a further annual supply of bags will be delivered. Lost or damaged bins can be replaced for an administration fee of £22.40. All bins/bags will be delivered within 10 working days from the receipt of payment.
- Bins remain the property of Swindon Borough Council. The service may be withdrawn and bins removed without refund if presented without evidence of payment or are persistently misused in the ways described in clause 18.
- 11.** We will only empty garden waste bins and garden waste bags issued by Swindon Borough Council.
 - 12.** The service is to be used for garden waste which has been accumulated from the customer's address only and is not to be used for the disposal of garden waste accumulated from any other place.
 - 13.** Bins/bags must be presented outside of your property boundary by 6.30am on the day of collection. All bins/bags must be clearly visible from the road, without obstructions and away from hedges or walls. The bin(s) should be brought back within the property boundary as soon as possible after the collection has taken place.

14. An Assisted Collection Service is available for residents who are physically unable to manage the bin, and no other arrangement can be made. If this service is already in place for your refuse and recycling bins, it will be automatically arranged for the garden waste bin.

15. If collections are missed due to any event beyond the Council's reasonable control, such as, but not restricted to, adverse weather or vehicle access problems, attempts will be made to return and empty the bin where practicable however collections cannot be guaranteed. In the event of sustained adverse weather such as severe snow, the service may be suspended in order to redirect resources to refuse collections.

16. Service charges will not be refunded where collections do not take place in any circumstances described in clause 15.

17. If you experience a missed collection for this service (subject to clause 15 above), please notify the Council by the end of the next working day so that we are able to resolve any collection issues. SBC will not return for any missed collections reported to us after this timeframe, and the garden waste bin(s) will be emptied on the next scheduled collection.

18. Only household garden waste may be placed loose in the garden waste bin(s). Garden waste includes; plants, grass cuttings, hedge trimmings, leaves, weeds, dead flowers, twigs and small branches (no larger than the width of your wrist). The following items are **not** allowed in the garden waste bin; bin liners, food waste, plastic of any kind, pet bedding, large branches, turf, earth, soil, stones, gravel, noxious weeds such as Japanese knotweed.

Bins will not be emptied in the following circumstances;

- They are not presented at the collection point by the specified time.
- They are contaminated with material other than garden waste including general waste, plastic bags, food, soil or stones.
- They are too heavy to be practically moved by one person or safely emptied by the collection vehicle.
- They are overflowing, lid not completely closed or additional material is left next to or on top of the bin.
- When material is jammed in or frozen in such a way that it does not fall out when the bin is lifted by the collection vehicle.

If the bin is not emptied for these reasons you must rectify the problem and re-present the bin on the next scheduled collection day.

19. You can contact the Council in relation to this service by completing a Garden Waste Enquiry at www.swindon.gov.uk/gardenwaste or writing to Waste Services Team, Waterside Park, Darby close, Swindon, Wiltshire, SN2 2PN.