**Garden Waste Subscription Terms & Conditions 2020-2021**

Swindon Borough Council ("Council") operates a chargeable collection service for garden waste for households across the Borough. These Council 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 2020 and expiring on 31st March 2021.

2. An annual subscription costs £50 per garden waste bin and runs from the 1st April 2020 to 31st March 2021. Subscriptions will be in the name of the customer only. New subscriptions taken part way through the year will incur a pro-rata charge and will need to be renewed in March 2021 for the full 2021-22 annual cost. Payment is made in advance and is non-refundable.

3. When your payment is received, a subscription sticker (which must be displayed on the correct bin to ensure it is emptied) will be posted to you in time for the 1st April 2020 or within 10 working days if ordered after the 16th March 2020.

4. The services for garden waste (described in clause 18) will be collected every two weeks on a specified day. This service operates from Monday to Friday, including public bank holidays except during the Christmas period when the service will be suspended for two weeks between 21st December 2020 and 1st January 2021.

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 day 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](http://www.swindon.gov.uk/gardenwaste).

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 for a full refund of the subscription cost (subject to clause 2). Requests to cancel the service must be made via your 'My Account' by using the ‘Manage Subscription’ button for your subscription. Alternatively requests can be made in writing and sent to the address in clause 19. Cancellations cannot be accepted by telephone.

8. The subscription cannot be transferred to a different customer and there are no refunds or part-refunds for the cancellation of the service part way through the year (otherwise as stated in clause 7), 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, as stated in clause 19, 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 the Council will be provided with an annual/pro-rata supply of green waste sacks or reusable garden waste bags.

Upon RENEWAL, customers continue to use the existing bin previously issued by the Council; and 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 the 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. The Council will only empty bins and bags issued by the 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 and kept in a safe place as soon as possible after the collection has taken place.

14. An Assisted Collection Service is available for customers who are physically unable to manage the garden waste 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 conditions or vehicle access problems, attempts will be made to return and empty the bin when practicable however collections under these circumstances 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 of the circumstances described in clauses 15, 17 and 18.

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. The Council will not return outside of the specified collection day 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 loose household garden waste must be placed 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, non-vegetarian pet bedding, large branches, turf, earth, soil, stones, gravel and 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 present the re-sorted bin again 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](http://www.swindon.gov.uk/gardenwaste) or writing to Waste Services Team, Waterside Park, Darby close, Swindon, Wiltshire, SN2 2PN.