

## **Appendix 1**

### **Introduction**

1. In this document “we”, “us” and “our” mean Cherwell District Council and “you” means the person who has asked or agreed to receive the garden waste subscription service.
2. These are the terms and conditions of the agreement between us and you for the provision of the garden waste subscription service.
3. The headings in this document are for ease of reading only and have no legal effect

### **What the service covers**

1. The garden waste subscription service is a service provided by us to households. Non-domestic waste, such as that from businesses, cannot be part of the service.
2. We will collect garden waste from you normally once every two weeks.
3. The garden waste subscription service can only be provided in regard to properties located within the Cherwell District Council boundaries.

### **Subscribing**

1. Each subscription will start on the 1<sup>st</sup> of the month you subscribe for 12 months and run until the day before this the following year. This is called the subscription period, which is for our financial year.
2. By subscribing to the service, you are complying with your duty of care for the removal of garden waste in accordance with Section 34 of the Environmental Protection Act 1990.
3. The charge for each subscription period will be published on our website. There are no discounts or concessions.
4. The subscription charge is for each wheeled bin/sacks and collected every two weeks. This service operates from Tuesday to Friday across 52 weeks of the year.
5. We reserve the right to postpone service over the Christmas, New Year and Bank Holiday periods and we will publicise all of the relevant rescheduled collection details on our website.
6. We reserve the right to change collection days. In this event, we will publicise all of the relevant rescheduled collection details on our website.
7. Payment for each subscription period must be made before the service will be provided.
8. Payments can be made online or through contacting customer services with a debit and credit card or via six monthly/annually direct debits.
9. If payment is not received on or prior to the expiration of the current subscription, we will assume that you no longer require the Service and the service will be withdrawn.

10. The annual subscription fee will be reviewed annually in accordance with our fees and charges policy.
11. On the expiry of each 12 month Service period your subscription will automatically be renewed and the appropriate payment will be taken for a further 12 month period unless you have given notice to us to terminate the subscription no less than a month prior to the renewal date.
12. Once you have subscribed the service will start from your next scheduled collection (after the subscription period has begun). We will not collect your waste if you subscribe on your scheduled collection day.
13. If you wish to leave the service at any time please contact us online or call 01295 227003. No refunds will be given for leaving the service.
14. Where we have ceased provision of the Service to you as a result of any non-payment of a relevant Service subscription, you may apply to restart the Service (subject always to our discretion) but the subscription will be treated as a new customer.
15. If you move to an address within Cherwell District area you may transfer your subscription to the new address. You are responsible for taking your wheeled bin/sacks to the new subscription address. Please contact us to transfer your subscription to your new subscription address. We need a minimum of one months' notice.
16. If you move to an address out of the Cherwell District Council area, you cannot take your subscription with you. You can leave your bin and remaining subscription for those moving into your property. No refunds will be given for leaving the service. You must also contact us to cancel the service.
17. Any other changes to your circumstances including name, bank account, and email address should be reported to us as soon as possible.
18. More than one wheeled bin may be requested for a reduced charge if a property has already purchased a license for their address. Please refer to our website for recent prices. The provision of multiple license's will be subject to checks to establish that the customer isn't using the service for commercial purposes.

### **Garden waste wheeled bins**

1. Upon subscription if you do not have a wheeled bin at your property, we will provide one for you to use free of charge. The wheeled bin will continue to belong to us at all times.
2. Renewing your subscription will not entitle you to a new wheeled bin.
3. Wheeled bins can be repaired or replaced free of charge and will only be replaced if we deem it necessary to do so. If we replace the wheeled bin we will remove the damaged wheeled bin from your property.
4. The standard wheeled bin will be 240 litres in size. Wheeled bins may not be new but will be supplied in serviceable condition. We aim to deliver within 10 working days from the day of subscription.

5. If you cease to subscribe to the garden waste service or ask to stop receiving it, we will withdraw the service. You will need to dispose of your garden waste yourself at your local Household Recycling centre.
6. For each year that you subscribe to the service, we will provide you with a sticker that shows that you have paid to receive the service. You must apply this sticker to the wheeled bin following the instructions that come with the sticker. If your wheeled bin does not clearly show the sticker so that the collection crews can see it, we have no obligation to collect garden waste from it, and you will not be entitled to any money back if the wheeled bin has not been emptied.
7. The stickers may only be applied to garden waste wheeled bins provided by us. Even if they are attached to something else, we will not collect garden waste from it.
8. Garden waste will be collected from valid subscriptions and our onboard technology will assist us in determining properties that have subscribed.
9. You shall be responsible for maintaining the cleanliness of your wheeled bin.

### **Garden waste sacks**

1. In exceptional circumstances you will be provided with compostable garden waste sacks instead of a wheeled bin.
2. For properties that use sacks for their refuse and recycling collections, garden waste will still be collected from sacks. This is a chargeable service.
3. We provide up to 50 sacks per subscription period, to be delivered in two batches of 25 sacks.
4. If you require more than 50 sacks you will need to purchase another subscription.
5. Sack properties won't receive stickers for the subscription period. Please note that only properties that subscribed to the service will receive a collection.
6. Sacks will be collected from valid subscriptions and our onboard technology will assist us in determining properties that have subscribed.

### **Using the service**

1. Only garden waste should be put in our wheeled bins or our sacks. Garden waste is plant material you would expect to find in a domestic garden; for example, grass cuttings, hedge trimmings, weeds, prunings, dead plants, twigs, straw and small branches.
2. The following items are not included in the service and must not be placed in the garden waste wheeled bin or sack: food waste, cardboard or paper, wood planks, wood products, mud, rubble or soil, plastic, plant pots, sawdust or pet waste.

3. If the wheeled bin/sack is classed as 'contaminated', residents will be notified by means of a sticker or hanger placed on the relevant wheeled bin/sacks requiring them to remove the inappropriate material and dispose of it in a responsible manner. Once the inappropriate material has been removed from the wheeled bin/sacks it will be emptied on the next scheduled collection date but not before.
4. We will not return to collect any waste deemed as contaminated as above.
5. If your wheeled bin/sack is regularly contaminated, we will contact you to offer you advice.
6. If the contamination continues garden waste collections will be suspended. If you have a wheeled bin, it may be removed and no further garden waste sacks will be provided. No subscription money will be refunded.
7. Garden waste should only be put in the wheeled bin/sacks loose. Garden waste should only be put in wheeled bin/sacks that you have subscribed to.
8. Garden waste wheeled bins/sacks should be presented by 7am on the day of collection. If they are not presented by this time, not clearly visible and/or not accessible, the crew will not enter onto private property unless previously agreed (see point 10) and they will not return until the next scheduled collection day. Wheeled bins/sacks must be placed in a safe position without causing an obstruction.
9. Garden waste wheeled bins/sacks should be placed at the agreed collection point for your home. This is normally on the kerbside (the "highway maintainable at the public expense") near your home.
10. If you are entitled to an assisted collection service for your other waste collections (for example, if you have a disability which prevents you from moving wheeled bins/sacks) then you will also be entitled to an assisted collection for the garden waste service.
11. Wheeled bins which are overflowing so the lid cannot be fully closed or are too heavy for the crew to handle will not be emptied. You will need to remove some of the contents ready for the next scheduled collection day. The lid of the wheeled bin needs to be closed for the collection.
12. Garden waste will only be collected from subscribed wheeled bin/sacks. No additional garden waste placed out in non-subscribed wheeled bins/sacks will be collected.
13. In the event of a missed collection when the wheeled bin/sacks were presented correctly you should report this to us the same day or at the latest on the following day. We will then endeavour to make the collection as soon as reasonably practicable. No refunds will be made to you for missed or delayed collections.
14. For the avoidance of doubt, in the event that you independently arrange for collection of garden waste, we will not be responsible for any third-party costs or any costs incurred by you.
15. We accept no liability for any damages or loss whatsoever incurred by you resulting from the use or misuse of the wheeled bin/sacks.
16. We accept no liability for the wheeled bin(s) used for any other purpose other than for the collection of household garden waste. Misused wheeled bin(s) will be removed by us.

## **Events Outside of Our Control**

1. This means any act or event beyond our reasonable control, including without limitation strikes or other industrial action, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, extreme weather or other natural disaster, power failure, internet Service provider failure, technological failure, breakdown in machinery /collection vehicles.
2. We do not guarantee that the garden waste subscription service will operate during times of particularly bad weather, such as snow or icy conditions; however, your garden waste should be left at the kerbside and we will try and collect again once the weather improves.
3. We will not give refunds for collections missed or delayed due to these circumstances.
4. If it is so cold that garden waste has frozen in your wheeled bin, it may not all come out when collected. If this happens, it will be collected on the next scheduled collection day.
5. If we cannot empty or collect your wheeled bin/sacks due to not being able to gain access to your road - we will try again the next working day. If we still cannot gain access, we will not attempt another collection until the next scheduled collection day.

## **Personal data**

1. In order to provide the service to you we will hold and use personal information about you (your "personal data").
2. By applying for the service, you give us permission to hold your personal data, to share it with other people for the purpose of providing you with the service and dealing with any problems.
3. We will hold and use your personal data in accordance with legal requirements, in particular the Data Protection Act 1998 and the General Data Protection Regulations.

## **Changes in terms and conditions**

1. We may make minor changes in these terms and conditions by publishing updated information on our website.
2. We cannot make other changes to these terms and conditions during the subscription period to which they relate without your agreement unless the law requires us to; however, we may publish new terms and conditions for new subscription periods.