

Appendix 1 - Draft Terms and Conditions of the Garden Waste Subscription Service

- 1 You have agreed to pay Wyre Council to collect garden waste that has been placed in a green domestic size wheeled bin (360 litre or below). The period of collection for 20xx/xx runs from 1st XXXX 20xx to xxth xxxx 20xx. However you can put your new sticker(s) on your bin(s) as soon as you get it/them.
- 2 In line with the Distance Selling Regulations, 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 Waste Services, Civic Centre, Breck Road, Poulton Le Fylde, FY6 7PU or emailed to mailroom@wyre.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 RCV. If this is not possible you will not be able to participate.
- 4 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 mailroom@wyre.gov.uk or 01253 891000.
- 5 There will be 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 the service may be cancelled. There will be no refund in these circumstances.
- 6 We empty green bins fortnightly, except for a short period over Christmas and New Year (usually a 4 week period) or when other factors stop us, 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.
- 7 Your green bin(s) must be used for garden waste from domestic properties only (yours or your neighbour). Only garden waste may be placed loose in the bin. Garden waste includes grass cuttings, hedge clippings, tree loppings, twigs, bark, leaves, straw, hay, flowers, plants, small branches, fallen fruit and rabbit bedding, but not large branches, turf, earth, soil, stones, gravel etc. The garden waste must not be placed in plastic bags, as this affects the composting process. Food waste CANNOT be placed in the garden waste bin.
- 8 If you employ a gardener or handyman service to maintain your garden, they should make provision to take away the waste and dispose of it as commercial waste.
- 9 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 applied.

- 10 The bin lid(s) must be completely closed 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.
- 11 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 households can subscribe to for their property. The first bin will be charged at the rate of £30 for the period the service runs and subsequent additional bins at £25 per bin. Only bins supplied by the Council will be emptied. Bins supplied may be recycled ones. Garden waste presented in any other receptacles will not be collected. Bulk containers (only provided in exceptional circumstances), will be levied a fee according to their size, e.g 960 litre bin – a fee of £120.
- 12 If the bin is damaged through neglect or misuse, the cost of repair or replacement may be recharged to you. If your bin is damaged, email mailroom@wyre.gov.uk or call us on 01253 891000.
- 13 If you move to another address in Wyre, do not take your bin(s) with you. The bin must remain at the address for which the subscription was paid.
- 14 Payment is required every year in advance using the online payment service by debit or credit card. You will be notified of the charge and payment date in XXXXX each year. If you don't pay by the specified payment date, we will withdraw our service until such time as you re-join the scheme.