



## **1. Period of Agreement**

1.1 This agreement continues to be in force for the full Service Period and if cancelled by you at any stage within this period no refund will be issued.

1.2 This Service Period runs from 31st July 2017 until 30<sup>th</sup> September 2018.

## **2. Charges**

2.1 The collection service year will run for the Service Period as described in Clauses 1.1-1.2 above.

2.2 The charge per subscription is:

- £40 for four sacks and four permits (equal to one subscription)
- £80 for eight sacks and eight permits (equal to two subscriptions)

2.3 There is no limit to the number of subscriptions a household may purchase.

2.4 There is no minimum number of sacks with permits that may be presented for collection, however excessive quantities may be subject to an individual agreement with the council.

2.5 A full years charge is made irrespective of joining or leaving date.

2.6 Concessions are not available on this service.

## **3. Payment Method**

3.1 West Devon Borough Council would prefer householders to pay on-line but does offer other payment options as below:

- Online: <http://www.westdevon.gov.uk/gardenwaste>
- By cash, card or cheque at the Council offices at Kilworthy Park, Drake Road, Tavistock and our Customer Service Centre at 10 St James Street, Okehampton.
- Over the phone: 01822 813600.

## **4. Delivery of Sacks and Permits and Start of Service**

4.1 After you sign up to the service, it may take up to 14 working days to process your application and for permits to be received.

4.2 Your sacks(s) will then be emptied on your next scheduled collection day after this 14 day period.

## 5. Loss/Damage to Sack

5.1 The garden waste sacks(s) remain the property of West Devon Borough Council and must not be removed from the Borough.

5.2 The security of the garden waste sacks(s) is your responsibility, we will supply replacements however repeated replacements would be assessed.

5.3 West Devon Borough Council recognises that due to wear and tear sacks may need replacing. Replacements will be dealt with on an individual basis and if you feel your sack(s) need replacing please contact the Council to arrange for an exchange on a "one for one" basis at the Council offices at either Kilworthy Park or Okehampton.

## 6. Garden Waste - Rules

6.1 Only garden waste may be disposed of:

***(Please note we cannot accept CARDBOARD, soil, stones, gravel, cat, dog or bird waste/litter).***

- Grass cuttings
- Branches up to 10cm (max 4" diameter)
- Vase flowers
- Weeds leaves and twigs
- Hedge trimmings.
- Plants.

6.2 All sacks must have one permit attached to one handle.

6.3 All garden waste must be contained within the sacks provided. Any garden waste not contained in West Devon subscription sacks will not be collected – with the exception of Christmas trees.

6.4 If the garden waste sack(s) is contaminated with other household waste, it will not be collected and will be tagged. You will then need to remove the unacceptable material from the sack(s) before your next scheduled collection day.

6.5 All garden waste must be inside the sacks, if it is overflowing the Council reserves the right to not empty the sack.

6.6 The garden waste sacks must not exceed the maximum weight of ~~be too heavy~~ 23Kg, the operative will have to lift the sacks to shoulder height. If the operative cannot safely lift the sacks the council reserves the right to not empty the sacks.

6.7 The garden waste sacks must be left at the boundary of your property, adjacent to the public highway, or at a collection point agreed by the council, by 7.30 am on the day of collection.

6.8 If the garden waste sack(s) is not presented as prescribed in Clauses 6.1-6.8 above, it will not be collected until the next scheduled collection day and then will only be collected if presented as prescribed in Clauses 6.1-6.8 above.

**Commented [AK1]:** I have deleted this because it is too vague and is also a matter of opinion as to what is deemed to be "too heavy" – leaves it open to disagreement as to interpretation; are you happy that 25kg is an acceptable maximum weight which CAN be lifted?

6.9 West Devon borough council takes the welfare of its employees and contractors seriously and will not tolerate abusive or aggressive behaviour, such behaviour will result in the termination of the garden waste collection service, and this agreement.

West Devon borough council reserve the right to cancel your subscription without refund for noncompliance of the aforementioned rules.

## **7. Collection Frequency**

7.1 Garden waste is currently collected fortnightly 7.2. Missed collections must be reported to West Devon Borough Council within 1 working day of the normal collection day.

7.3 The Council will make every effort to maintain collections during adverse weather conditions. However, the Council reserves the right to suspend or delay collections without refund in exceptional circumstances.

7.4 The Council reserves the right to change your collection day subject to providing you with prior written notification.

7.5 The Council commits to providing a quality service and sacks will be replaced on your property carefully and tidily at all times.

## **8. Moving House Within and Outside West Devon Borough**

8.1 If you move within the Borough it is your responsibility to move the garden waste sacks(s) to your new property and notify the Council of your change of address.

8.2 If you move outside the Borough please remember the sacks remain the property of the council, however as a goodwill gesture you may wish to leave for the next resident.

8.3 The service is non-refundable if the householder moves out of the Borough part way through a financial year.

## **Data Protection – how we use your information**

West Devon Borough Council and South Hams District Council operate under a shared services arrangement and as such share information. However, any information you provide on this form will only be processed and used by both Councils in strict accordance with the provisions of the Data Protection Act 1998 and any other relevant legislation to ensure the service is delivered but only where it is essential to provide the service, if required by law or to prevent or detect crime.

Both Councils have a duty to protect the public funds that we handle and so we may use the information you have provided on this form to prevent and detect fraud. We may also share this information with other councils who handle public funds. Information you provide may also be used to check the accuracy of records held elsewhere within the Council.

The Councils will also use the information for the purpose of performing any of its statutory enforcement duties. The Councils will make any disclosures required by law and may, if legally

required to do so, share this information with other bodies responsible for detecting / preventing fraud or auditing / administering public funds.

The Councils will not disclose your personal information to third parties for marketing purposes.

If you wish to see the personal data the Council holds, please contact the Data Protection Officer