

Garden Waste Service - Terms & Conditions

Period of Agreement

1.1 This agreement continues to be in force for the full Service Period and, except where cancelled in accordance with section 2.8, no refunds will be provided for cancellation of the service.

1.2 The service periods run from 1st April until the following 31st March each year, with the exception of the two weeks over the festive season in December and January when the service is suspended. The exact dates of this suspension will be published nearer the time each year.

Charges

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

2.2 The charge per subscription is £40 for which you will receive four sacks. Multiple subscriptions may be purchased.

2.3 There is no limit to the number of subscriptions a household may purchase, however if you wish to purchase more than 2 please contact West Devon Borough Council to discuss your requirements.

2.4 There is no minimum number of sacks that may be presented for collection.

2.5 A full years charge is made irrespective of joining or leaving date except where a promotional discount has been applied. In this instance the discounted fee will be charged.

2.6 Concessions are not available on this service.

2.7 All payments made by direct debit will automatically be renewed in April for the following service year.

2.8 You have 14 working days from date of payment to cancel the service if you have not already received a collection. Requests to cancel the service during this period can be made by email to waste@swdevon.gov.uk referencing 'garden waste cancellation', the full address of the property and the relevant contact details.

Payment Method

3.1 The quickest way to sign up is to pay online at: <http://www.westdevon.gov.uk/gardenwaste>

3.2 Alternatively, we can take phone payments on: 01822 813600. However, phone payments may take longer to process.

Delivery of Sacks and Start of Service

4.1 After you sign up to the service, it may take up to 10 working days to process your application and deliver your garden waste sacks.

4.2 Your garden waste sacks will then be emptied on your next scheduled collection day after this 10 day period. Collections take place on alternating weeks to your refuse collections.

Loss/Damage to Sack

5.1 The garden waste sacks 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 is your responsibility, we will supply replacements however repeated requests for replacements will be monitored.

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 requests must be made online via our website. Repeated requests for replacements will be monitored.

Garden Waste - Rules

6.1 Only garden waste items listed below may be disposed of:

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

6.2 We are unable to accept cardboard, soil, stones, gravel, animal waste, hutch sweepings and anything not listed above in our garden waste sacks. Cardboard should be presented with your weekly recycling collection.

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 up to 7 foot tall.

6.4 If the garden waste sack is contaminated with other waste, it will not be collected and the contaminate will require removal before being presented at the next scheduled collection.

6.5 The garden waste sacks must not exceed the maximum weight of 23Kg as 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.

6.6 The garden waste sacks must be left at the boundary of the subscriber's property, adjacent to the public highway, or at a collection point agreed by the Council, by 7.30 am on the day of collection.

6.7 If the garden waste sack is not presented as described in Clauses 6.1 - 6.6 above, it will not be collected until the next scheduled collection day and then only if presented as described in Clauses 6.1 - 6.6 above.

6.8 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 your garden waste collection service, and this agreement. West Devon borough Council reserve the right to cancel your subscription without refund for non-compliance of the aforementioned rules.

Collection Frequency

7.1 Garden waste is collected fortnightly.

7.2 Missed collections must be reported to West Devon Borough Council within 2 working days of your scheduled collection day unless your collection day is a Friday. Friday collections that are missed must be reported to WDBC before 5pm on Monday.

7.3 The Council will make every effort to maintain collections during adverse weather conditions. However, we reserve 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 returned to the presentation point carefully and tidily at all times.

Moving House Within and Outside of West Devon Borough

8.1 If you move within the Borough it is your responsibility to take the garden waste sacks to your new property and notify the Council of your change of address so that we can update records.

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