

Thursday, January 30, 2020

Garden Waste Service

Thank you for showing an interest in the garden waste service, enclosed is your application. Please read the terms and conditions of service on the reverse of this letter.

The current charge is £49.00 per bin, per year by direct debit, and we're pleased to say we have over 20,000 satisfied customers already using the service which equates to 44% of all recycling within Wychavon.

This is a fortnightly collection which operates throughout the year and there is no limit on the number of bins you can have.

All you need to do is return your completed **sign up form/direct debit instruction** and leave the rest to us.

We will send you an acknowledgement letter, once we have processed your application to confirm when your service will start.

Yours sincerely

Garden Waste Team

Wychavon District Council and the Occupier agree as follows:

TERMS:

1. Wychavon District Council will so far as is reasonably practicable empty and / or dispose of the bin(s) contents once every two weeks (unless otherwise agreed in writing.)
2. The customer will pay a minimum of one year for the agreed service mentioned in clause 1 above. No service will continue unless payment is received in advance. If collections have been suspended due to non-payment of an invoice, the service will recommence within 14 working days after full payment has been received. Wychavon District Council reserves the right to levy a reasonable administration charge upon receipt of a request from the customer to resume the service where it has been suspended for non-payment of charges. If no payment is made and/or if after already once previously having had their service reinstated the customer defaults, the service will be suspended indefinitely. The customer's bin(s) will be collected. The customer will not be offered the service again. If the bin(s) is not made available for collection when requested the cost of a replacement bin will be added to the customer's account.
3. The service has some geographical limitations and does not currently cover all areas of the District. If a customer moves to another address within the District, as long as that address falls within the service area they will be free to change the collection to their new address. Wychavon District Council **must be informed of a change of address or the bin will not be emptied**. If the new address falls outside the District or within the District but outside the service area, the customer must inform Wychavon District Council so that they can collect the bin. Alternatively the customer may wish to leave the bin for the new occupier to use for the rest of the period of the agreement but should inform Wychavon District Council that the new resident requires the bin and provide Wychavon District Council with their name and contact details.
4. Refunds: No part year refunds will be available.
5. Wychavon District Council undertakes to inform all customers of any changes to the current price list by giving at least 10 working days written notice.
6. If any sum due is not paid when demanded, Wychavon District Council will withdraw at any time the service provided in clause 1 and reserve the right not to reoffer the service to the customer as per clause 2.
7. Sums due under this agreement shall be paid (whether demanded or not) to Wychavon District Council, Civic Centre, Queen Elizabeth Drive, Pershore, WR10 1PT
8. The occupier must only use the bin for garden waste as defined by the "Yes List" printed on the bin and must not place items from the "No List" or dangerous, sharp or noxious objects or substances into the bin.
9. This agreement continues to be in force until terminated by either party in writing, by telephone or email.
10. Either party can terminate the agreement immediately if either party is in breach of it.
11. **The bin must be available at the front edge of your property from 7:00am on the day of collection or at the agreed collection point if the customer is registered for an assisted collection.**
12. If access is not available, the garden waste will be collected on the next scheduled collection day.
13. Wychavon District Council may at any time initiate county court proceedings to recover any accounts due and/or the cost of the bin/replacement bin. The occupier will be responsible for all costs and fees thereby incurred by Wychavon District Council.
14. The bin(s) are the property of Wychavon District Council and shall remain their property at all times during and after this Agreement. The occupier shall be responsible for all reasonable costs incurred by Wychavon District Council, for the replacement of the bin(s) supplied by Wychavon District Council, which has/have been damaged regardless of how such damage has occurred and including the replacement of bins stolen from the occupier's premises or unavailable for the final collection of the bin after the service has terminated.
15. Your data will be collected, processed, retained and shared in accordance with Data Protection law. Our privacy notices are available on our website for further information.

Conditions:

1. Bin(s) to be sited on level, firm surface.
2. Bin(s) to be accessible for collecting crew.
3. No fires are to be lit in the bin.
4. Only approved garden waste is to be placed in each bin.
5. The bin(s) should not be overfilled or too heavy and the lid should be in the closed position before emptying. The crew may reject any bin where in their view it is not safe to move it or to put it onto the bin lift.
6. Where the crew have attempted to empty a bin but waste has become stuck in it due to compaction, large size or cold weather any waste that remains in the bin will be left until the next scheduled collection.
7. Acids, corrosive substances, oil wastes, liquid waste, clinical waste, uncooked meat, kitchen waste, offal and other hazardous waste should not be disposed of in the bin.
8. The customer should clean the bin(s) on a regular basis.

