

## Terms and conditions of the green waste subscription service 1 June 2017 – 31 March 2018

1. You have agreed to pay Fylde Council (referred to us, our, the council) at Town Hall, St Annes Road West, Lytham St Annes FY8 1LW to collect green waste that has been placed in the domestic green wheeled bins (240 litre and below). The period of collection for 2017-2018 runs from 1 June 2017 to 31 March 2018.
2. In line with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, you have fourteen days from receipt of these Terms and Conditions to request cancellation of the service. On cancellation we will reimburse to you all payments received from you within 14 days. Requests to cancel the service must be made in writing to Fylde Council, Waste Enforcement and Environmental team, Town Hall, St Annes Road West, Lytham St Annes FY8 1LW or via email to [recycle@fylde.gov.uk](mailto:recycle@fylde.gov.uk). Cancellations cannot be accepted by telephone. A cancellation instruction is included at Appendix A. If you wish to receive the service, prior to the expiry of the 14 days then must contact the Council at the address stated above and you will then not be eligible to cancel within the 14 working days cancellation period.
3. Distribution of the green bin identification stickers will be applied to the green bins by the collection crew once payment has been received and processed. If you subscribe to the green waste collection service after 1 June 2017 your sticker will be applied within 10 working days.
4. For your property to be eligible to subscribe to this service, there must be sufficient access for a 26 tonne refuse collection vehicle, but if access is not possible we will not be able to offer this service.
5. The collection crew will not empty any bin that has not been subscribed for. It is your responsibility to ensure that sufficient payment has been made for the subscription.
6. The collection cost is a standard price with no reduction for part year subscription and no refunds or part refunds should the service be cancelled part way through the year. Any evidence of misuse of the service or the bin(s) may result in the council cancelling the service, without the offer of a refund.
7. Green wheeled bins are emptied fortnightly, except for over the Christmas period or when other factors prevent us, such as unusually inclement weather which makes collections impractical or unsafe. The council reserves the right to suspend collections. In the unlikely event that we miss the green bin we will endeavour to return to collect it as soon as possible. We do not offer refunds for missed collections or for being unable to collect/access a bin. Reports of missed bins will be fully investigated alongside reviews of the vehicle video footage.
8. The green bin(s) must be used for garden waste from domestic properties only (yours or your neighbour). Only garden waste can be deposited in the bin. Garden waste includes grass cuttings, hedge clippings, small tree lopping's, twigs, bark, leaves, flowers, plants, small branches, straw, hay and rabbit bedding, but not large branches, turf, earth, soil, tree roots, stones, gravel etc. The garden waste must not be placed in plastic bags as this affects the composting process, food or other general waste cannot be placed in the green wheeled bins.
9. If you employ a gardening company or handyman service to maintain your garden, they must make provision to take the garden waste away and dispose of it commercially (please remember to confirm they are registered for correct disposal).
10. Contaminated bins (i.e. bins containing the wrong materials) will not be emptied. If the green bin contains the wrong items it is your responsibility to remove the item(s) of contamination prior to the

next scheduled collection. If the contamination continues, we may remove the bin(s) and no refund will be issued.

11. The bin lid(s) must be fully closed and no side waste presented alongside or on top of the bin will be collected. If the bin is too heavy to be lifted safely, the householder will be responsible for the removal of some green waste to make it safe to lift for the next scheduled collection.

12. The bin(s) is provided for use by the residents but remain the property of the Council. There is no limit to the number of bins a household can subscribe to for their property. Each bin subscription will be charged at £25 in the first year for the period 1 June 2017 to 31 March 2018. A discount will not be offered for the subscription of multiple bins. Only green bins supplied by the Council will be eligible for the service, garden waste presented in any other containers will not be emptied.

13. Lost, stolen or bins damaged through misuse will incur a replacement/repair cost. If you bin is lost/damaged please contact Customer Services 01253 658658.

14. The green bin subscription is linked to your property and not you as the resident, if you choose to move to another property in the Fylde borough you must not take the bin(s) with you. The green bin(s) must remain at the address for which the subscription was paid.

15. Payment is required each year, in advance of the service being delivered via the online payment service by debit/credit card. Subscription renewal is your responsibility and failure to re-subscribe will result in the green waste collection service being cancelled for your property. If you have opted to set up a Direct Debit facility for the subscription, the renewal subscription fee will automatically be debited and your green waste collection service will continue from 1 April each year.

16. The Council reserves the right to vary these terms and conditions and to amend the annual cost of the service.

17. We shall not be liable for any delay or failure to perform any of our obligations if the delay or failure is the result of any events or circumstances outside of our reasonable control.

#### 18. Statutory rights

These terms and conditions of the subscribed garden waste collection service do not affect your statutory rights.

#### 19. Data Protection statement

We will only use the personal details you have provided for this service to contact you by letter, email or telephone for matters relating to the green waste service and to inform you of any similar service provided by the Council which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us by writing to us and providing your full name and address.

We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to disclosure e.g. under the Freedom of Information Act regarding service take-up volumes.

## Instruction for Cancellation

In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, I

Name:

Address:

Postcode:

Email address:

Telephone number:

Wish to cancel my subscription to the green waste collection service with immediate effect.

Sign:

Date: