



# Oadby & Wigston

## BOROUGH COUNCIL

### **GARDEN WASTE SERVICE: Terms and Conditions**

This agreement is made between the person requesting and paying for the service (the applicant) and Oadby & Wigston Borough Council (the Council) and governs the fortnightly collection of garden waste.

We will process your data in accordance with the Data Protection Act 1998. We will not share your personal data with third parties without your permission. The data you provide in order to subscribe to this service will be kept secure by the Council. It may be shared with our appointed partners in order to provide this service.

#### **1. Service Subscription**

- 1.1. The Council does not have a statutory duty to collect garden waste. You will be required to subscribe to the garden waste collection service for which there will be a charge.
- 1.2. This service is for householders not businesses. All residential premises and properties within the Borough assessed as suitable will be eligible for the service.
- 1.3. The Council reserves the right, in its absolute discretion, to refuse an application for the service or to withdraw the service at any time.
- 1.4. The Council will charge £35 per year to collect garden waste from one 240 litre bin or from 2 x 140litre bins. Additional bins of any size will cost £20 per year.
- 1.5. Additional bins purchased for £20 will have the same subscription end date as the main bin for which £35 was charged. All bins at a property will fall for renewal at the same time.
- 1.6. Full payment, including the payment for any additional bins will be taken at the point of subscription and before the service is provided.
- 1.7. Payment can be made by credit or debit card as part of the subscription application process. You can complete a subscription application on line at [www.oadby-wigston.gov.uk/garden\\_waste\\_services](http://www.oadby-wigston.gov.uk/garden_waste_services) or by contacting our

Customer Service Team on 0116 288 8961. You can also use one of our self-serve portals at our Customer Service Centre at 40 Bell St, Wigston LE18 1AD.

1.8. The Council normally reviews its charges annually but reserves the right to vary charges with reasonable notice at any time.

1.9. The applicant may terminate this agreement by giving one month's written notice. No refunds will be given.

1.10. The subscription period will cover a rolling 12 month period from the receipt of cleared payment.

1.11. If you subscribe to the service and you move house within the Borough your subscription will continue at your new address. You will be sent a new sticker for the bins at your new property (there will be no extra charge for this). Collections will also continue to be made at the house you moved out of until the period of that subscription comes to an end. Both subscriptions will run for the same period that the original subscription was taken out for.

1.12. If you subscribe to the service and move home to a new property outside of the Borough you will not be able to receive any refund on the subscription fee you paid. Collections will continue to be made at the house you moved out of until that subscription comes to an end.

1.13. If you subscribe and stop using the service for any other reason, you will not be entitled to a refund. No refunds for the service will be issued for any reason.

## **2. Garden waste permits**

2.1. When full payment has been received for the subscription service a self-adhesive permit will be issued. The self-adhesive permit provides visual identification of payment which will allow the collection crews to identify which garden waste bins are to be emptied.

2.2. If you subscribe to have more than one bin emptied you will receive a permit for each bin.

2.3. The permit(s) must be affixed to the rear of the bin (the side with the handle).

## **3. Renewals**

3.1. In the 3 month period before the subscription period ends a reminder to subscribe for a further 12 month period will be issued.

## **4. Collections**

4.1. You can check the day of your collections using the [My Location](#) area on our website or by contacting our Customer Service Centre on 0116 288 8961

4.2. Only garden waste wheeled bins supplied by the Council and displaying a valid subscription sticker will be emptied. Garden waste presented in any other container will not be collected.

4.3. The garden waste collection service will operate on a fortnightly basis all year round including during the winter months. The exact dates will be published on the Council's website.

4.4. Garden waste wheeled bins must be presented kerbside by 7am on the collection day. Bins should be presented with the permit visible from the pavement side.

- 4.5. Garden waste bins should be removed from the kerbside as soon as possible after collection but no later than 10pm on the day of collection.
- 4.6. Lids of wheeled bins must be fully closed. Lids must be closed for the bins to be lifted safely without risk of falling off the bin lift.
- 4.7. The Council reserves the right not to empty any garden waste bin that in its reasonable opinion poses a health and safety risk to operatives. The Council will require the applicant to rectify the issue (for example, reduce weight or remove contaminated items).
- 4.8. Should the contents of bins be frozen the council will endeavour to release the contents but some waste may remain in the bin. The Council is unable to return to empty the frozen bin before the next collection.
- 4.9. We will leave a hanger on your bin if it has not been emptied for the reasons outlined above.
- 4.10. The Council will continue to provide an assisted collection for residents who are elderly or have a disability which means they are not able to move their bin kerbside and there is no-one else in the household who could move the bin for them. If you currently have an assisted collection this will continue for your garden waste collection if you subscribe to the service. If you would like to apply for an assisted collection please complete our online form [www.oadby-wigston.gov.uk/pages/recycling\\_rubbish\\_and\\_waste](http://www.oadby-wigston.gov.uk/pages/recycling_rubbish_and_waste) or telephone our Customer Service Centre on 0116 288 8961.
- 4.11. If you bin does not get collected and you have followed the guidance on how to present your waste at the correct time please contact our Customer Service Centre on 0116 288 8961 to report this. Missed bins that were left out at the right time and were correctly presented will be collected before your next scheduled collection.

## **5. Storage and safe keeping of garden waste wheeled bins**

- 5.1. Any container provided shall remain the property of the Council.
- 5.2. When you move house all bins should be left at the property.
- 5.3. During the life of this agreement the applicant is responsible for keeping the container safe and secure. The Council will charge for replacement bins if they have been intentionally damaged or if they have been stolen or are reported as missing.
- 5.4. The charges are for the replacement of the old bin and for delivery. The charge is not for the new bin and the new bin will continue to be the property of the Council. The charge for a replacement bin is £20.
- 5.5. The Council will carry out routine repairs to containers where the council reasonably considers it necessary due to normal wear and tear, or damage caused by the Council during the emptying operation.

## **6. What you can put in your garden waste bin**

- 6.1. Grass cuttings, hedge clippings, twigs and small branches, weeds with soil shaken off, flowers, plants and leaves can be placed in your garden waste bin.

6.2. Please do not place the following items in your garden waste bin; cardboard, paper or plastic of any description, large quantities of soil, bricks or rubble, any household waste, animal waste, any food waste including fallen fruit.

## **7. Hardship Scheme**

7.1. The Council has a discretionary hardship scheme which means that if you are in receipt of Discretionary Council Tax Support at the time you subscribe to the garden waste collection service you will pay a reduced amount to subscribe. Please contact our Customer Service Team on 0116 288 8961 if this applies to you and you want to subscribe to the scheme.