



Garden Waste Collection Service

Terms & Conditions

These Terms and Conditions formalise the agreement between Adur & Worthing Councils ('the Council') and the householder ('the Subscriber') who holds the agreement for the Garden Waste Collection Service ('the Service') and thereby constitute a contract.

Provision of the Garden Waste Collection Service

1. The Council will provide the Subscriber with the service for an annual subscription fee and supply a 240ltr wheeled bin for the purpose of collecting garden waste only.
2. The bin supplied will either be new or redistributed stock. All bins supplied will be clean, ready for use.
3. The Council will deliver your wheelie bin within 15 working days of your application.
4. This contract shall last for a period of twelve months and is renewed automatically, unless formally cancelled.
5. Garden waste will be collected on a weekly basis, with the exception of the two weeks containing the Christmas and New Year holidays.
6. The wheeled garden bin remains the property of the Council and is on hire to the Subscriber. The bin will be reclaimed if you no longer pay for the service.
7. The Subscriber is responsible for the security of the wheeled bin. Lost or stolen bins will carry a charge of £30 to replace. Repairs to damaged bins will also be charged at £30, unless the damage is caused by Council operatives.
8. Users subscribe at their own risk and remain fully responsible for the bin at all times. The Council is not liable for loss or damage to the users property or third party property (neighbours) howsoever caused by the bin.
9. The Subscriber may attach non-permanent stickers to their bin; for example house number or name labels. Paint or any permanent marking on the bin is not allowed and will be considered damage to the bin. The Council shall in no circumstances be responsible for any damage to decorative materials on the bin.
10. The bin will not be emptied if it is moved to another property. However, subscriptions can be transferred to new properties within the Adur or Worthing areas if the Subscriber moves home.
11. It is the Subscriber's responsibility to inform the Council, either in writing, telephone or by email, if they should move property. Bins should be moved to the new property by the home owner, wherever possible.
12. Additional waste at the side of a bin will not be removed, unless in an Adur & Worthing Council garden waste sack.
13. The bin lid must be closed on collection day.

14. A valid permit should be displayed on the lid of the bin.
15. Only loose waste should be placed in the bin. For a list of accepted materials see:
<https://www.adur-worthing.gov.uk/garden-waste/>
16. The bin must be placed at the edge of the Subscriber's property, visible from the road no later than 6:30am on the day collection, with the handle facing out.
17. Other than for emptying purposes, bins should be stored at all times within the boundary of the Subscriber's property.
18. Any missed collections should be reported to the Council by calling 01903 851729 or reporting online at:
<https://www.adur-worthing.gov.uk/recycling-and-waste/>
Missed collection will be made within 48 hours.
19. If the bin is not presented correctly on the day of collection, the bin will be emptied on the next scheduled collection day.
20. In the event of severe weather or other exceptional circumstances, collections may be delayed or cancelled without notice. Service updates will be available online at
<https://www.adur-worthing.gov.uk/>
21. Sharing of bins between two or more neighbours is acceptable but only one Subscriber will be responsible as the account holder, for the annual invoice. The bin will be emptied from this address.
22. For assisted collection information see
<https://www.adur-worthing.gov.uk/recycling-and-waste/assisted-collections/>

Cancellation of Service

If the Subscriber chooses to leave the service for any reason the following rules apply:

1. The Subscriber may cancel the subscription at any time by advising the Council in writing, by e-mail to
greenwaste@adur-worthing.gov.uk or by calling 01903 851729.
2. The bin should be made easily accessible for removal by Council operatives.
3. A charge of £30 will be made if the bin is not available for collection on the date confirmed by the Council.
4. The Council have the right to cancel the Service if the bin is consistently being misused or the Subscriber is in breach of any of the terms and conditions.

Distance Selling Termination Rights

- 1 You have the right to change your mind about your subscription and cancel your contract within a 14 day period under the Consumer Rights Act 2015. The 14 days will commence from the day after delivery of the bin at the Subscriber's property. If you should wish to cancel within this period please e-mail to
greenwaste@adur-worthing.gov.uk or call 01903 851729. No subscription fee will be charged if you cancel during this period.
- 2 Where your bin has been delivered and it is faulty you have a further period of up to 30 days to reject your bin and claim a full refund.

Refunds

1. Refunds will only be given for the following reasons:
 - Moving out of the Adur & Worthing Councils area
 - Moving to a property with no garden (refunds will be sent to new address)
 - Resident deceased
2. No refunds will be given after 6 months from your annual start date.
3. Under the Consumer Rights Act, customers are entitled to a full refund within 14 days of starting their contract. A charge can be made if the customer has damaged the bin.
4. If the Subscriber persistently misuses the service, as outlined on the Council website 'What we can take for garden waste', the Council reserves the right to cancel the service without refund. Please refer to: <https://www.adur-worthing.gov.uk/garden-waste/>

Payment

1. The Subscriber will pay the annual subscription in advance of service.
2. The Subscription will renew automatically on the Garden Waste Collection Services' anniversary, unless cancelled by the Subscriber.

Data Protection Statement

Adur & Worthing Councils will only use the personal details you have provided for this service to contact you for matters related to the Garden Waste Collection Service and to inform you of any similar or related service provide that may be of interest to you.

You may tell us at any time if you do not want to receive marketing communications from us in writing or by e-mailing , providing your full name, address. You can also contact us by phone during business hours.

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

Our full Data and Privacy statement concerning information we gather for this service can be viewed on our website.

<https://www.adur-worthing.gov.uk/recycling-and-waste/privacy-notice/>