Terms & Conditions - Wealden District Council Garden Waste Service

1. There is an annual charge for the service. The scheme will run from 1 July to 30 June. Subscriptions starting part way through the service period will be charged on a pro-rata basis at 1/12th of the annual cost for each full remaining month.

2. Payment must be made by debit or credit card prior to service commencement. The charge will be reviewed annually. Details of the current charge are available at www.wealden.gov.uk/recycling. If you do not have a bank account or credit card, contact us for alternative options.

3. Customers can subscribe by logging in to their account at my.wealden.gov.uk. Customers without internet access should call 01323 443322 for assistance.

4. Customers subscribing to the service may be issued a licence sticker which, if provided, must be displayed on the bin. If not displayed the bin will not be emptied and no refund will be provided. If the sticker becomes detached or lost please notify us through my.wealden.gov.uk.

5. Customers will need to renew the subscription each year. If renewals are not made before 15 June for the following period, the service will terminate and the bin must be made available, empty, for removal.

6. Joining the service does not entitle customers to a set number of collections or volume of waste. We aim to collect green garden waste fortnightly all year round with the exception of two weeks over the Christmas and New Year period. However, we reserve the right to suspend collections in exceptional circumstances, for example, adverse weather conditions.

7. The Council will provide customers with a brown coloured wheeled bin for the purposes of the service. The bin must only be used for garden waste.

8. Customers may select from two sizes of bin: 140 litre (small) or 240 litre (large). Once the bin has been delivered to the customer it cannot be exchanged for the alternative size during the subscription period. The fee for the service will be the same regardless of the size of bin used.

9. Customers may request a second bin if required. Where a second bin is provided the full fee for the service will apply to each bin.

10. Customers moving house should advise us via my.wealden.gov.uk. Those moving within the district may be able to transfer their subscription to the new address. If a transfer is approved the customer would need to take the bin to the new property. Customers moving out of the area should not take the bin and the remainder of the annual fee is not refundable.

11. The bin remains the property of the Council at all times and may only be removed from the property with the prior written permission of the Council.

12. If you wish to cancel the service please tell us immediately. No refunds will be given and the service cannot be transferred to anyone else at a different property.

13. The Council may withdraw the service from a customer at any time by informing them in writing at least 14 days before the service will cease. Customers will be entitled to a refund of the balance of the subscription fee already paid on a pro rata basis at 1/12th of the fee per full or part calendar month remaining of the service period.

Collections

14. Only acceptable garden waste material, as detailed in Appendix 2 and on the Council’s website www.wealden.gov.uk/recycling, will be collected. All material must be contained within the closed bin. The Council will not usually collect any garden waste left at the side, or on top, of the bin.
15. If there are any incorrect materials in the bin, it will not be collected and the customer will need to remove all unacceptable waste. The bin will then be emptied at the next scheduled collection. See Appendix 2 for examples of incorrect materials.

16. Bins that are overflowing or are too heavy for the waste operatives to handle safely will not be collected.

17. If the contents of a bin are compacted or frozen so that it cannot be emptied in full, or part, a return collection will not be made and the bin will be emptied on the next scheduled collection.

18. Bins must be placed out for collection at the edge of the property at the point nearest to the highway, unless otherwise agreed in writing with the Council. All bins must be out by 7am on the scheduled day of collection. Time of collection can vary. Please ensure the bin is returned to your property as soon as possible after emptying.

19. The Council reserve the right to change the collection day but will notify residents in advance. To find out your collection day visit www.wealden.gov.uk.

20. If a bin is not placed out by 7am on the day of collection, the Council will not return to empty the bin until the next scheduled collection.

21. Where a bin is placed out correctly but not collected, the customer must report it to the Council by 5pm the following working day, either via my.wealden.gov.uk or by calling the Contact Centre on 01323 443322 during opening hours, in order for a return collection to be made.

22. The bin is for residential domestic use only. If it is found to be used for commercial purposes the Council reserves the right to withdraw the bin without a refund of the subscription.

23. Where a bin cannot be emptied as a result of an access issue eg roadworks or parked vehicles, a return collection will be attempted either later in the day or on another day. Should access remain unavailable the bin will be collected on the next scheduled collection date.

24. Customers requiring an Assisted Collection will need to apply for this arrangement, unless it has previously been agreed in writing with the Council. Applications for Assisted Collections can be made either via my.wealden.gov.uk or by calling 01323 443322.

Use of the Bin

25. If the bin is lost, damaged or destroyed by the Council or its contractor, it will be replaced at no cost to the customer.

26. If the bin is lost, damaged or destroyed by the customer or a third party, the customer will be responsible for the cost of repair or replacement by the Council.

General

27. The Council reserves the right to vary any of these terms and conditions at any time by giving the customer one month’s notice in writing.

28. The Council will not be obliged to provide the service if it is prevented from doing so due to circumstances beyond its reasonable control.

29. In accordance with the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, you are entitled to cancel this agreement and receive a full refund of the subscription fee, provided you notify the Council of your intention to terminate in writing within 14 days of subscribing to the service.
Appendix 1 Data Protection Statement
Wealden District Council is committed to ensuring that your privacy is protected and will only use and store your personal data in line with the General Data Protection Regulation 2016. We collect and use your personal data in order to provide services you have requested from us or to carry out our legal obligations to you. We will not disclose your personal data to any third parties, unless we need to do so to provide a service to you or we are legally required to do so. We may share your personal data with other Council departments in order to provide the service you have requested and to ensure that the information we hold about you is accurate and up to date. Our Privacy Policy sets out how we collect, use and securely hold your data and can be viewed at: www.wealden.gov.uk/nmsruntime/saveasdialog.aspx?lID=24189&sID=6164. If you want more information on how a particular Council service uses your personal data, please view the Privacy Notices on our website using the following link: www.wealden.gov.uk/nmsruntime/saveasdialog.aspx?lID=24177&sID=6164.

Appendix 2 What Can Go in the Garden Waste Bin

<table>
<thead>
<tr>
<th>Yes please</th>
<th>No thanks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grass cuttings</td>
<td>Food waste (e.g. vegetable peelings)</td>
</tr>
<tr>
<td>Hedge trimmings</td>
<td>Plastics (including plant pots and polystyrene)</td>
</tr>
<tr>
<td>Shrub and flower cuttings</td>
<td>Soil</td>
</tr>
<tr>
<td>Branches (up to 10cm/4” diameter)</td>
<td>Rubble</td>
</tr>
<tr>
<td>Weeds</td>
<td>Ash</td>
</tr>
<tr>
<td>Roots</td>
<td>Cardboard and paper</td>
</tr>
<tr>
<td>Leaves</td>
<td>Ash</td>
</tr>
<tr>
<td>Herbivorous pet bedding</td>
<td>Treated/painted wood</td>
</tr>
<tr>
<td></td>
<td>Japanese knotweed</td>
</tr>
</tbody>
</table>

Appendix 3 Privacy Notice for Garden Waste and Refuse Collection

Why we are collecting your personal data?
Wealden District Council is a data controller for the purposes of the Data Protection Act 1998 and the General Data Protection Regulation 2016. We collect, hold and use your personal data in order to provide you with a garden waste and refuse collection service. We will only collect the personal data from you that we need in order to do this.

What is the legal basis for processing your personal data?
We process your personal data as a task carried out in the public interest and in accordance with the Environmental Protection Act 1990 (as amended).

Who will your personal data be shared with?
We share your personal data internally for our own data matching exercise, using names and addresses. This helps us to ensure the personal data we hold is accurate and up to date and identify customers by a single customer record.

We share your personal data with our selected contractors who provide the garden waste and refuse collection service and other related services (such as label printing) on our behalf. Before we do so we ensure that we have put in place adequate measures in place with these contractors to ensure your personal data is protected.

Terms and Conditions, Wealden District Council Chargeable Garden Waste Service, V1 March 2019
We may also use and check your personal data for the investigation and prevention of fraud, anti-social behaviour and criminal activity. This may include sharing your information with police services, credit reference agencies, governmental organisations (e.g., Department for Work and Pensions and HM Revenue and Customs) and other local authorities. We also take part in the National Fraud Initiative’s anti-fraud data matching exercise for these purposes.

Your information may be anonymised into statistical or aggregated data in such a way as to ensure that you are not identified or identified from it. This information might be used to conduct research and analysis, including to prepare statistical research and reports.

**We will not**

- Use your personal data for marketing or sales purposes without your prior explicit consent.
- Store or send your personal data to a country outside the European Economic Area (EEA).
- Make decisions about you based on automated processing of your personal data.

**How long will we hold your personal data for?**

We will keep your personal data and records for the duration of the service and for a period of five years from the date we no longer provide the service to you.

**Your rights**

The General Data Protection Regulation gives you a number of rights in relation to your personal data:

- Right to access a copy of your personal data.
- Right to have your personal data corrected.
- Right to have your personal data deleted (“right to be forgotten”).
- Right to restrict how we use your personal data.
- Right to ask us to transfer your personal data to another service provider.

You can get more information about these rights in the Council’s Privacy Policy.

If you wish to exercise any of these rights please contact our Information Governance team on informationgovernance@wealden.gov.uk in writing or by completing our online form.

If you are dissatisfied with how we have used your personal data you have a right to complain to the Information Commissioner's Office at casework@ico.org.uk.

**Identity of Data Protection Officer**

If you have any questions or concerns about how your personal data is handled, you can contact our Data Protection Officer (DPO), Kristina Shaw-Hamilton, at dataprotection@wealden.gov.uk.