



**Garden Waste Collection Service**

**Terms and conditions**

1. Garden waste will be collected once each fortnight on your allocated day. The day of collection may be affected by bank holidays and exceptional circumstances. Prior notification will be provided where circumstances permit.
2. We will only empty garden waste bins issued by Aylesbury Vale District Council (AVDC), and collection payments must be up to date.
3. Wheeled bins remain the property of AVDC. The resident is responsible for maintaining the condition of the bin, if the bin becomes faulty it is the responsibility of the resident to report the fault to AVDC promptly.
4. The service covers 10 months collection between February and November. A charge for the service is payable annually in advance. AVDC reserves the right to vary the collection charge usually on an annual basis. Bins will be reclaimed from any customers who fail to pay for the service. If the bin is not recoverable for any reason, customers must pay for the cost of the bin plus an administration fee.
5. All garden waste bins must be presented at the edge of the resident's property for collection by 6.00am on the morning of collection. You must report any missed collection within 24 hours of the day the collection was due, we will endeavour to return and collect.
6. If the bin is not presented when the crew arrive for collection, they will not return until your next collection is due. No refunds will be issued in these circumstances.
7. An assisted collection service is available to residents who meet the AVDC's assisted collection criteria.
8. Only garden waste must be placed in the bin. All material must be placed loose in the bin and should not be compacted in any way. Garden waste does not include soil, stones or rubble, noxious weeds such as Japanese knotweed, ragwort or giant hogweed, plastic flower pots trays or bags, wood that has been treated or painted, vacuum dust, fire cinders or sawdust, food or kitchen waste including peelings, cat or dog faeces, pet litter or bedding, or cardboard. No plastic of any kind may be put in the bin. Any such items will be treated as contamination.
9. Contaminated bins will not be emptied. The bin will not be collected until the next collection is due and the contamination is removed. It is the responsibility of the resident to sort the contents of the bin and remove contamination. No refunds will be issued in these circumstances.
10. Bins that are considered to be too heavy for safe handling and emptying will not be emptied. The bin will not be collected until the next collection is due and the weight of the bin is reduced. It is the responsibility of the resident to sort the contents of the bin and reduce weight. No refunds will be issued in these circumstances.
11. We will not empty bins that are overflowing or clear any additional green waste placed around or beside the bin. The bin lid must be closed for safety reasons.

12. Residents participating in the scheme may transfer the service to a new address within Aylesbury Vale should they move property, provided the recycling and waste team at AVDC is notified of the change of address. If you move out of the area you must notify the recycling and waste team and the bin will be collected and returned to AVDC.

13. This agreement is between AVDC and the individual paying for the service. This service is not transferable to future residents of the property should you move out of the property. If you move out of the property and don't advise us you will remain financially responsible for the bin should it become damaged, lost or stolen.

14. Refunds are not available for withdrawing from the scheme part way through the year.

15. Residents wishing to share a bin must register the bin to one property, from which the collection will be made, and make one payment.

16. We will replace any bin that is damaged whilst being emptied, except where damage is a result of prohibited waste being placed in the container by the resident.

17. Any bins that become faulty through fair wear and tear will be repaired or replaced free of charge.

18. Residents will be responsible for the cost of replacing any bins that are damaged as a result of their actions.

19. We will replace the first bin reported as lost or stolen free of charge, but may make a charge for the replacement of a further lost or stolen bin.

20. We reserves the right to vary the service by giving customers advanced notice in writing.

21. In the event of exceptional circumstances, e.g. extreme weather, we reserve the right to vary service standards without notice.

22. Nothing herein contained is intended to affect, nor will it affect, a customer's statutory rights.

**Aylesbury Vale District Council is a Data Controller under the Data Protection Act. We hold information for the purposes specified in our notification to the Information Commissioner and may use this information for any of them. We may get information about you from others, or we may give information to them. If we do it will only be as the law permits, to check the accuracy of information, prevent fraud or detect crime or to protect public funds.**