



Terms and Conditions

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Welcome to the Aylesbury Vale District Council's (AVDC) website and Aylesbury Vale My Account service. You may access many areas of our website without registering your details with us, however certain areas are only open to you, if you register for an Aylesbury Vale My Account. The terms and conditions which govern material submitted by you to us and your use of the www.aylesburyvaledc.gov.uk website including all AVDC wholly owned company websites and AVDC branded sites and any email notifications and notices are governed by our "Terms and Conditions", as set out below. If you have any queries related to these please contact us using the Contact us link on the website.

We may, from time to time, make changes to these Terms and Conditions. Each time we make a change, we will update the published date so that you can see when changes were made. Any major changes such as those to reflect changes in the law or significant service changes will be posted on our website and notified to you, but please review these Terms and Conditions regularly.

If you continue to use the AVDC website after the notification of T&C's has been read, we will assume you agree to the new T&C's, if you do not agree please discontinue using the service.

Updates to Terms and Conditions:

Minor Updates: we will publish a notification of the change on the website page that is relevant to the minor update.

Major Updates: we will use the website Alert function just below the main page header, enabling all visitors to see the update notice.

Terms & Conditions Revision List will be published on our website.

AVDC Website

Site Ownership and Disclaimer

This website is owned and managed by Aylesbury Vale District Council (AVDC) who are responsible for the information within this site and endeavour to provide up-to-date and accurate information.

While every care has been taken in the compilation of the information, we will not be held responsible for any loss, damage or inconvenience whatsoever caused as a result of any inaccuracy or error within these website pages.

Links to other websites from these pages are for information only and we accept no responsibility or liability for access to, or the material on, any site which is linked from or to this site. AVDC does not necessarily endorse the views expressed on those external sites.

AVDC makes every effort to virus check information made available for download on this site. We cannot accept responsibility for any loss or damage which may occur from the use of downloaded material. It is recommended that users check all downloaded materials with their own virus check software.

Data Protection and Privacy

AVDC is a Data Controller registered with the Information Commissioner's Office. AVDC ensure compliance with the Data Protection Act 1998

We will collect personal details appropriate to the service you require. In some areas this may mean registering your name and email details. Other services will require more information, see the How we use your information section for more information.

We may contact you to let you know about new services, or get your feedback on how we are performing. We will only ask for feedback information that is necessary and does not constitute an invasion of privacy.

We collect web statistics automatically about your visit to our site based on cookies. This information is used to help us track what people are doing on the site so that we can improve it. We do not use this information to identify you as an individual.

These Terms and Conditions cover your use of the www.aylesburyvaledc.gov.uk website including all AVDC wholly owned company websites and AVDC branded sites and any email notifications and notices. Links to other websites are not covered by this statement.

Cookies

AVDC uses cookies to improve services. Specific details about cookies can be found at <https://www.aylesburyvaledc.gov.uk/cookies-0>

Copyright statement

Logos and artwork

The logos and art work on the AVDC website are the copyright of the information providers and use of these is prohibited without prior authorisation.

Text

The use of text provided by AVDC is allowed within the Fair Dealing terms of the Copyright and Patents Act 1988 ie for research and private purposes. If the text is changed in any way, resulting documents cannot be credited to AVDC. If a commercial or public use is required from any of the pages, please contact us using this form <https://www.aylesburyvaledc.gov.uk/contact-us-online>

Ordnance Survey Maps

Maps are reproduced on the AVDC website with the permission of the Ordnance Survey on behalf of The Controller of HMSO, Crown Copyright. All rights are reserved. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. When a viewer wishes to reproduce OS material in any way, they will be directly responsible for obtaining prior permission from the Ordnance Survey.

General

No waiver by us of any breach of these terms shall constitute a waiver of any other prior or subsequent breach and we shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.

These terms are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

These terms and/or your use of the website shall be governed by and construed in accordance with

English law and the English Courts shall have exclusive jurisdiction over any dispute which may arise.

AVDC Registration, Online Services and Data

Registration

By registering here and creating your Aylesbury Vale My Account, you can access different services that are offered by us. If a service you wish to use has additional terms and conditions, you will be asked to accept these separately.

You agree that:

- you will keep your username and password safe, and won't share them with anyone.
- you will not impersonate someone else or create multiple, false accounts.
- you will maintain your contact and address details with AVDC via your profile on the Aylesbury Vale My Account
- you will not post inappropriate or objectionable content via your profile on the Aylesbury Vale My Account

If you suspect any of the above have been compromised please contact us so we can provide assistance, using this form <https://www.aylesburyvaledc.gov.uk/contact-us-online>

If you register for an Aylesbury Vale My Account you are agreeing to receive all correspondence related to the account and services via electronic means.

Unauthorised access to Aylesbury Vale My Account specific account details contravenes the Computer Misuse Act 1990 and may incur criminal penalties as well as damages. Please proceed only if you are an authorised user.

Contact preferences

By submitting your details and creating an account, you agree to the use of your personal information as set out in these Terms and Conditions on the AVDC website. This includes use for the purposes of administering our website services, placing orders, receiving services, booking services, competition/prize draws and fraud prevention.

You can choose to receive information by email, telephone, SMS text message and other electronic messages. You may change your contact preferences at any time through your profile settings on the Aylesbury Vale My Account.

Termination

If you breach these or any of our other terms and conditions we reserve the right to close your Aylesbury Vale My Account.

To deactivate your Aylesbury Vale My Account please contact us using this form <https://www.aylesburyvaledc.gov.uk/contact-us-online>

Information we may collect

The type of information we collect will depend on the circumstances and the service you are using. For example, to sign up to a newsletter we may only need your name and email address. If you want to attend one of our events or apply for a service we may need to know your contact details, payment information and any access or dietary requirements. Generally speaking, we will collect information relating to you and/or your use of our services in the following ways:

Personal information provided by you:

This is usually information that identifies you as an individual or that enables us to contact you and can include your name, home and/or delivery address, telephone number, email address, data of birth, demographic information, interests, preferences, payment information and photos or video footage. It can also include information that we have not requested but which you have volunteered, such as information provided during interactions with our staff or via comments or other submissions you have made to our online services.

Information collected automatically during your use of our services:

When you use our services we automatically record information about your usage of those services, your interaction with our websites, web chats and our emails.

Information collected via social media and other third parties:

When you choose to participate in or receive a service from us via social media, we may collect information from you. This can consist of information such as your name, profile picture, gender, email address and date of birth. Any information provided to us via a third party shall be subject to that third party's privacy policy.

Location data

AVDC will only process location data from you such as the location of a phone or other device where you have expressly given us consent and that consent is for the specific value-added service requested.

Consent will be sought at the first time of use of the specific value-added service requested

How we use your information

We will use your information to deliver, improve and personalise services to you in accordance with your contact preferences: and for our own legitimate business purposes and needs. Specifically, we may use your information to:

- fulfil your service orders or to provide the service or information you have requested;
- administer your account(s);
- send you service related updates and communications;
- respond to your requests and feedback;
- contact you about a submission you have made to our online services
- analyse and/or improve our services;
- personalise the way AVDC content is presented to you online;
- deliver interest-based content based upon your browsing of our websites and others
- prevent crime, fraud or other potentially illegal activities (including copyright infringement);
- block disruptive users and protect the safety of other users of our services;
- enforce our Terms and Conditions;
- send you newsletters, offers and promotions relating to our products and services and special promotions in accordance with your contact preferences;

We will share your information with other AVDC organisations including wholly owned companies and their subsidiaries and AVDC's contractors where necessary but always in accordance with the Data Protection and Privacy section above. Further information can be found in the Sharing & disclosing your information section.

You will be able change your contact preferences at anytime in your Aylesbury Vale My Account.

Sharing & disclosing your information

Information shared among AVDC partners, wholly owned companies or appointed agents

To improve your experience of our services and brands, information about your use of our services may be shared between AVDC's partners, wholly owned companies, appointed agents for the purposes of research, analysis, marketing and content-serving.

Information shared with our suppliers

We use a number of third parties to perform business functions on our behalf, such as sending our newsletters, hosting our online services, providing our customer services and fulfilling product orders and processing payments. We shall only disclose your information that is necessary to enable these third parties to perform their services. Our suppliers are contracted to comply with our instructions and we require that they do not use your personal information for their own business purposes.

Information shared with other parties

We may disclose your personal information to law enforcement agencies, government/regulatory bodies, Local authorities, internet service providers and content protection organisations as required or allowed by law.

For the avoidance of doubt all information that is shared as per this section shall be in accordance with the Data Protection and Privacy section above.

Where we will store and use your information

AVDC is located in the United Kingdom (UK). Your information may be processed in the UK and Europe and other locations including in the United States (until mid 2016) where it may be subject to access requests from governments, courts, or law enforcement in the US.

How long we will keep your information

In line with the Data Protection Act 1998, data will only be retained and used for as long as is necessary. Where data is no longer required, it will be destroyed in line with relevant destruction policies and processes.

How we secure your information

We will maintain appropriate organisational and technological safeguards to help protect against loss, misuse or unauthorised access, disclosure, alteration or destruction of the information we hold about you. We also seek to ensure our service providers do the same. Unfortunately, no system can be guaranteed as completely secure and there is an inherent risk in transmitting information over the internet. It may be possible for an unrelated party to intercept or access such transmissions unlawfully.

If you believe that your personal information under our control has been compromised, including access to any accounts you hold with our services, please contact us using this form

<https://www.aylesburyvaledc.gov.uk/contact-us-online>

Children

If you are under 18, you may use AVDC services only with the involvement of a parent or guardian.

Where there is an exception to this, such as in Benefit Claims, this will be clearly identified in the service description.

Customer Feedback

We endeavour to make our Terms clear and in plain English. If you feel we could do better or have a suggestion please contact us using this form <https://www.aylesburyvalecd.gov.uk/contact-us-online>

Garden Waste Collection Service Terms & Conditions

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.

We will only empty garden waste bins issued by AVDC, and collection payments must be up to date.

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.

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.

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 2 days of the day the collection was due, we will endeavour to return and collect.

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.

An assisted collection service is available to residents who meet the AVDC's assisted collection criteria.

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.

Contaminated bins will not be emptied. The resident will be notified of the issue and 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.

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.

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.

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.

Refunds are not available for withdrawing from the scheme part way through the year. Residents wishing to share a bin must register the bin to one property, from which the collection will be made, and make one payment.

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.

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

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

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.

We reserves the right to vary the service by giving customers advanced notice in writing. In the event of exceptional circumstances, e.g. extreme weather, we reserve the right to vary service standards without notice.

Council Tax, Benefits & Business rates Terms & Conditions

By accessing your Council Tax, Benefits & Business rates information online, you are automatically agreeing to:

Accept the terms and conditions listed below
Receive council tax bills electronically, instead of by post.

You are responsible for keeping your user name and password secret and safe to prevent unauthorised viewing of your account. If you suspect either of the above have been compromised you will need to cancel the service and re-apply. AVDC shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Information regarding your last statement is shown at the date the statement was produced and is subject to change. If you have any queries you should contact us at customerfulfillment@aylesburyvaledc.gov.uk.

You are reminded that payments are due as advised on the dates shown.

Although we take steps to ensure our websites and links are virus-free, you are advised to ensure that you have adequate anti-virus protection on your computer.

Access to the service may sometimes be unavailable due to maintenance. It can also be affected by your Internet Service Provider, your dial-up connection and your PC. If you experience connection difficulties you are advised to retry accessing the service.

Payments made through AVDC's Internet payment service will normally be credited to your account up to two business days after they are made online. You should bear this in mind, and also check the exact amount you are paying is correct.

Unauthorised access to Aylesbury Vale My Account to specific account detail level contravenes the Computer Misuse Act 1990 and may incur criminal penalties as well as damages. Please proceed only if you are an authorised user.

Personal data held in respect of your accounts is held in accordance with Data Protection legislation in force.

By using the Aylesbury Vale My Account, you will be deemed to have agreed with AVDC until you otherwise tell AVDC in writing:

(a) that all future demands on you by AVDC for the payment of Council Tax and any information AVDC is required to serve on you with any such demand in respect of the account may be served on you by publication on a web site;

(b) that you shall be notified by AVDC of the publication of such demands and information by email;

(c) that emails to you will be sent to the email address given by you when you requested online access to the account; and

(d) you will notify AVDC of any change in your email address. You can do this on you Aylesbury Vale My Account or please contact us using this form <https://www.aylesburyvaledc.gov.uk/contact-us-online>