1 The Garden Waste Collection Service

In this agreement ‘you’ or ‘your’ means the person(s) who join the collection service. You have agreed to pay West Lancashire Borough Council a subscription for collecting garden waste on the following terms.

2 Subscription

You can pay for the service by debit or credit card via the Council’s website or by telephoning 01695 577177. In exceptional circumstances an alternative payment method may be considered.

A subscription covers a period of 12 months from June each year. The subscription for 4 June 2018 to 3 June 2019 is £30 for the first bin. If you subscribe for more than one bin there is a discounted price of £25 for the year for each additional bin to be collected. The Council are not obliged to refund the subscription or any part of it, unless you cancel within the first 14 days – see section 6. There is a charge for supplying bins for the garden waste service, please visit our website for details at www.westlancs.gov.uk/gardenwaste.

The Council will review the charge for this service annually and will publish intended changes to subscriptions on its website.

3 Moving to a new address

The bin must be left at the property you are moving from. Payment for the garden waste service relates to the property and is not transferrable. If you move to another property in West Lancs where no payment has been made, you will have to sign up and pay at your new address if you want to receive the service.

4 Standard of Service

The Council will only empty bins that are supplied by the Council and at a frequency of once per fortnight on a specified collection day. The Council has the right to refuse to empty the bin if contaminated or not presented in accordance with procedure. The Council will suspend collections over the Christmas and New Year period and may suspend collections for circumstances outside of the Council’s control. The Council will publish its collection requirements on its website which you must comply with. The Council reserves the right to make reasonable changes to the Council’s operational bin collection arrangements or the frequency of or days of bin collection. If the Council make changes, it will publicise details via the Council’s website and/or via social media.

5 Assisted Collection Service

Assisted collections are available depending on your circumstances. Visit the website www.westlancs.gov.uk/gardenwaste for further information and to apply.
6. Cancellation of this Agreement

The Council shall be entitled to cancel this agreement immediately if you breach the terms of this agreement. If the Council cancels the agreement because the terms have been broken you may only re-join the service if the Council agrees and a new subscription charge would apply. The Council reserves the right to end the service as a whole at the end of a subscription period.

In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have 14 days from when you sign up to the service to cancel this agreement. If you cancel this agreement within the first 14 days, the Council will refund any subscription. If you wish to cancel within the 14 days, you must do so by contacting customer services on 01695 577177.

7. Statutory Requirements

The Council considers that its garden waste collection arrangements are reasonable and will ensure that your garden waste is collected lawfully. No person other than the subscriber may enforce this agreement against the Council. These terms do not affect your statutory rights.

8. How Information about you will be used

The Council will comply with the Data Protection Act 1998 and are committed to protecting any personal data you provide the Council in connection with the service (‘data’). Any data will only be used for (a) processing your subscription (b) informing you about the garden waste collection service or other services the Council provides (c) preventing or detecting fraud and other lawful purposes (d) performing any statutory enforcement action or (e) in anonymised form for analysis purposes to improve performance. The Council may disclose data as required by law or to competent authorities responsible for detecting or preventing fraud or auditing or administering public funds or to any contractor who the Council appoint to perform the garden waste collection service provided the contractor is under the same obligation to protect data.

End of Terms and Conditions

Terms And Conditions 2018-2019