

Garden Waste Wheeled Bin Collection TERMS & CONDITIONS

1. This service is **only** available to Castle Point Borough Council domestic council tax payers. Neighbours may share a bin; however the bin must be registered to one address and presented for collection at the boundary of that address.
2. The payment for this service is in advance annually. Subscriptions run from April to March annually and finish on 31 March of each subscription year, whatever time of year the subscription is taken up. Subscriptions **do not** run on a rolling 12 month basis.
3. The Council may take up to 28 days to deliver a bin.
4. Subscribers are entitled to refunds up to 14 days after receipt of the wheeled bin.
5. Subscribers must request the cancellation of the service in writing (emails are accepted). recycling@castlepoint.gov.uk
6. Refunds will be provided through the World Pay system – refunds will not be supplied through any other payment method.
7. Bins will be collected from subscribers within 14 days of a request to cancel the service. Refunds will only be issued once the bin has been collected.
8. The Council will inform you when your refund has been processed; this can take up to 10 working days for money to be returned.
9. Failure to return the bin will nullify any refund.
10. Subscribers may be charged for any damage to the bin prior to a refund being issued.
11. After 14 days of receipt of the bin the service can be cancelled, but no refund will be given, but the bin will still be collected from the resident.
12. Any faulty bins that are delivered will be replaced without charge, which may be from the Council's refurbished stocks.
13. If the Council misses a collection when a bin has been presented correctly, the Council, on notification, will endeavour to return to empty the bin by the end of the following working day. The Council will not issue refunds for missed collections.
14. The Council reserves the right to suspend collections in exceptional circumstances, for example adverse weather conditions. No refunds will be payable where collections have been suspended in these exceptional circumstances.
15. Properties with restricted access may not be suitable to receive this service. Upon assessment of your property, if it is deemed not suitable you will be advised of other options available, and a full refund will be received.
16. This service is non-transferable from one resident to another. On moving address within the borough of Castle Point the service will be transferred to the new address. If moving out of the borough the Council must be informed and the bin returned to the Council. Failure to do so may result in costs to recover the bin to be charged.
17. Collections will take place on a weekly basis on your standard refuse & recycling collection day.
18. Collections will be changed due to Bank Holidays, seasonal holidays and some unforeseen circumstances; residents will be informed of all collection changes.
19. The subscriber is responsible for the safe and secure storage of the bin(s) on the householder's property at all times. On collection day the bin should be presented at the boundary of the property by 7am to ensure collection. The bin should be returned to the property as soon as possible after collection.
20. Failure to present the bin in time for collection will result in a missed collection and the bin will not be emptied until the next scheduled collection date.

21. An assisted collection service is available for those residents eligible for an assisted refuse and recycling collection providing it is practicable to do so.
22. A resident can subscribe to multiple bins and can present as many or as few as necessary at each collection.
23. All bins remain the property of Castle Point Borough Council.
24. The bin(s) must not be defaced, damaged or inscribed in any way.
25. Defective or stolen bins must be reported immediately and will normally be replaced without charge; however the Council may wish to charge for a replacement bin where it is deemed the bin storage Terms & Conditions have not been complied with.
26. Only loose garden waste, as listed in the current acceptance list, may be placed in the garden waste bin. The garden waste must not be placed in plastic bags or any other sort of packaging. Non-acceptable items affect the composting process and contaminates the resultant compost.
27. Garden waste bins contaminated with non-permitted items (including plastic bags of any kind) will not be collected. Once the householder has removed the non-permitted items, the bin will be emptied on the next scheduled collection and not before.
28. If bins are regularly contaminated the resident will be warned about the issues. If contamination issues continue the collection service will be withdrawn from that property, without refund.
29. All garden waste must be contained within the bin provided with a shut lid. Overfilled bins will not be collected. Garden waste not contained within the bin must be presented in the official Castle Point Borough Council garden waste sacks.
30. The subscribing resident is responsible for the general condition and cleaning of the garden waste bin whilst in their possession.
31. Bins too heavy for safe handling or unsafe for the lift mechanism on the collection vehicle will not be emptied. Once the householder has removed the excess items the bin will be emptied on the next scheduled collection.
32. Only bins supplied by Castle Point Borough Council clearly displaying the correct permit sticker will be emptied.
33. The permit sticker must stuck to the bin at all times. Only bins displaying the correct year's permit sticker will be emptied. Bins displaying a damaged or defaced permit may not be collected.
34. Bins displaying a permit sticker with a different address to where the bin has been presented will be removed without warning.
35. The Council accepts no liability for injury due to improper use of the bin.
36. The Council accepts no liability for any damage caused in performing this service.
37. The information provided by will be held and processed by Castle Point Borough Council. Information provided will be not be shared with other departments. Information will be held and disposed of in line with the Council's GDPR, Document Retention and Disposal Guidance. Any information that the Council on a resident can be obtained by making a request in writing by using a Subject Access Request form. The Council's policy can be viewed at: www.castlepoint.gov.uk/privacy-notices
38. The Council reserves the right to vary these Terms & Conditions; subscribers will be notified of any changes.