

Mid Sussex District Council Garden Waste Collection Service Terms & Conditions

These Terms & Conditions formalise the arrangement between the Mid Sussex District Council and the Householder and thereby constitute a contract.

- 1) Mid Sussex District Council will provide the Householder with either: 26 biodegradable sacks per £27.50 paid / 52 sacks per £55 paid or 1 garden bin per £55 paid (as requested), for the purposes of garden waste collection only, and operate a collection service on a fortnightly basis.
- 2) The Householder will pay Mid Sussex District Council the sum of either: £27.50 per 26 sacks / £55 per 52 sacks or £55 per garden bin depending on chosen subscription. Payment must be made by direct debit unless otherwise agreed by Mid Sussex District Council.
- 3) This contract shall last for a period of twelve months and is renewed automatically unless formally cancelled. Sacks will only be collected / bins will only be emptied if a current subscription is in place.
- 4) This contract will take effect when the payment has been made, in accordance with the introductory letter included in the information pack.
- 5) Mid Sussex District Council will provide and collect either biodegradable sacks or garden waste bins for an address, but not both.
- 6) Garden waste, as specified in the information letter / Q&A leaflet will only be collected in the sacks / bin(s) provided by the Council. We will not collect any additional waste left at the side of the bin(s) or not presented in the provided sacks. Up to 5 sacks can be presented on each collection day.
- 7) A contaminated sack / bin, i.e. a sack / bin containing any items other than those listed in the letter / Q&A leaflet, will not be collected. The Householder must remove the contamination and re-present the sack / bin for the next collection. A return will not be made for a sack / bin that could not be collected due to contamination.
- 8) If the waste operative judges that a bin or sack is too heavy, the bin will not be emptied until the weight is reduced.
- 9) Sacks / bin(s) must be presented at the edge of property at the point nearest to the highway, unless otherwise agreed in writing by Mid Sussex District Council. All sacks / bins must be out by 7am. Time of collection can vary. A return trip will not be made to collect sacks / bin(s) not out by 7am.
- 10) If sacks / bin(s) have not been collected on the due collection day but were put out on time, and in the agreed location, and are reported to Mid Sussex District Council on the due collection day or next day, a return trip will be made to collect the sacks / bin(s) within 3 working days.
- 11) If sacks / bin(s) cannot be emptied due to adverse weather conditions, they will be collected on the next due collection date.
- 12) Collections will no longer be made over the 2 weeks containing the Christmas and New Year Bank Holidays from December 2011.
- 13) The sacks / bin(s) will remain the property of Mid Sussex District Council.
- 14) The Council reserves the right to remove the Garden Waste Collection Service should the Householder fail to make payment for the service or if the Council withdraws the service for any reason.
- 15) If the bin(s) is damaged or destroyed by Mid Sussex District Council or the collectors, the bin(s) will be replaced at no cost to the Householder. If the bin(s) is damaged or destroyed by the Householder or a third party the Householder will be responsible for the cost of repair or replacement by the Council at cost, plus any delivery charge. If the bin(s) is stolen, on proof of reporting to the police, the Council will provide a replacement bin(s) at no cost to the Householder.
- 16) The Householder can withdraw from the service at any time and will need to inform the Council. No refunds will be given if the Householder withdraws from the service early for any reason.
- 17) The service is not transferable from one resident to another. Should a Householder change address within Mid Sussex, the Householder will need to inform the Council, and the service will be transferred to the new address if requested. If sacks / bin (s) are being shared between neighbours and either Householder changes address, the collection arrangements will remain with the initial applicant.
- 18) If Mid Sussex District Council wishes to change any term or condition, it may do so by giving the Householder one month's notice in writing.