

# Mid Sussex District Council Green Garden Waste Collection Service Terms & Conditions

Revised January 2026

These Terms & Conditions apply to the provision of green garden waste collection services (the "Service") by Mid Sussex District Council ("the Council" and you (the "Account Holder").

By subscribing to the Service, the Account Holder accepts the following terms and conditions:

## **1. Service Description**

- 1.1 The Council operates the Service on an annual subscription basis which runs from the first working day in the calendar month following receipt by the Council of the annual Service fee from the Account Holder.
- 1.2 The Council will provide the Account Holder with 25 fortnightly collections of domestic green garden waste throughout the subscription year.
- 2.1 The Council will supply the Account Holder with one 240 litre wheelie bin for the collection of domestic green garden waste only per subscription, which shall remain the property of the Council at all times.
- 2.2 The Service is to run fortnightly, on weekdays only, all year round (with the exception of the two weeks containing the Christmas and New Year Bank Holidays).
- 2.3 Collection dates will be published on the Council's website, and it is the Account Holder's responsibility to check the Council's website for individual collection dates, which may change on public or bank holidays and/or in exceptional circumstances.
- 2.4 The Council reserves the right to change collection days, if necessary, without notice or compensation.

## **2. Service Fee and Payment**

- 2.1. The Account Holder will pay the annual Service fee in one lump sum, one calendar year in advance via Direct Debit on the first working day of a calendar month, unless otherwise agreed by the Council in writing.
- 2.2. The annual Service fee covers the cost of providing the Service for one 240 litre wheelie bin for a period of twelve calendar months from and including the first working day in the calendar month following receipt by the Council of the annual Service fee from the Account Holder.
- 2.3. There is no limit to the number of wheelie bins that can be supplied to an Account Holder and/or property but each wheelie bin will be charged at the full rate of the Service fee in each subscription year.
- 2.4. The Council will publish the annual Service fee per 240 litre wheelie bin on its website. The Council may increase the annual Service fee at any time, but such increase will only take effect from the beginning of the next subscription year.
- 2.5. Any increase in the annual Service fee will only be notified to individual Account Holders who have provided a valid email address to the Council. It is the responsibility of Account Holders who do not provide the Council with a valid email address to check the Council's website in advance of their renewal date.
- 2.6. The Account Holder's name will be the same as the name on the bank account from which payment is being taken for the Service. If the payment is taken from a joint account, then the Account Holder shall be the individual who applies for the Service. The Account Holder must live at the address from which wheelie bin collections are to be made.
- 2.7. If the Account Holder cancels the Direct Debit with no notice to the Council, the Council will send a letter to the Account Holder requesting the Direct Debit to be reinstated. If no response is received from the Account Holder within seven days from the date on the letter, the Service to the Account Holder will be discontinued and the wheelie bin(s) removed.
- 2.8. If payment for the Service is outstanding for more than seven days, the Service will be discontinued and the wheelie bin(s) removed by the Council and/or its waste contractors.
- 2.9. The Account Holder or their legally appointed representative may make changes to the subscription details held by the Council at any time via the online form on the Council's website.
- 2.10. A subscription may be shared between two or more properties but there may only be one named Account Holder from whose account the annual Service fee is taken and wheelie bins will only be collected from the Account Holder's property.

## **3. Cancellation**

- 3.1. Before the Council begins to provide the Service, the Account Holder may cancel their application within fourteen calendar days of making payment in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In this case, the Council will refund the payment made within fourteen calendar days.

- 3.2. After the Council has begun to provide the Service, the Account Holder may cancel the Service at any time by notifying the Council via the online form on the Council's website (a "Cancellation Notice") but there shall be no refunds or part refunds for a cancellation or suspension of the Service, part way through a subscription year.
- 3.3. The Service is renewed automatically on an annual basis unless the Council receives a Cancellation Notice at least fourteen calendar days prior to the Account Holder's renewal date.
- 3.4. Once a Cancellation Notice has been sent to the Council, the wheelie bin(s) should be left clearly visible, easily accessible and presented no more than one metre from a public highway, for removal by the Council and/or its waste contractors.
- 3.5. If the Account Holder is in material breach of these terms and conditions and fails to remedy that breach within seven days' of written notice by the Council, the Council may discontinue the Service with immediate effect and no refunds will be due to the Account Holder.

#### **4. Presentation**

- 4.1. All wheelie bins must be clearly visible, easily accessible and presented no more than one metre from a public highway by no later than 07:00 on Account Holder's scheduled collection day. The Account Holder understands and agrees that failure to do so may result in the collection not taking place until the Account Holder's next scheduled collection day and the Account Holder shall not be entitled to any refund.
- 4.2. The Account Holder understands and agrees that the Council will not collect wheelie bins on a scheduled collection day if the Council and/or its waste contractors reasonably conclude that:
  - 4.2.1. green garden waste is not contained in a Council-provided wheelie bin;
  - 4.2.2. a wheelie bin has contents overflowing such that the lid cannot be fully closed;
  - 4.2.3. a wheelie bin contains waste other than domestic green garden waste or other prohibited items listed on the Council's website including (but not limited to) food waste, pet bedding and pet waste, compostable packaging and home composting resources;
  - 4.2.4. a wheelie bin is too heavy;
  - 4.2.5. a wheelie bin contains Japanese knotweed, ash die-back and/or other non-native invasive plants;
  - 4.2.6. the wheelie bin contents are frozen; and/or
  - 4.2.7. the Account Holder has failed to pay the Service fee.
- 4.3. If a wheelie bin has not been collected due to a reason set out in clause 4.2 above, it is the Account Holder's responsibility to remediate the issue prior to the next scheduled collection day and the Account Holder shall not be entitled to any compensation from the Council.
- 4.4. All wheelie bins must be recovered back onto the Account Holder's property within one calendar day of the Account Holder's scheduled collection day and the Account Holder shall keep wheelie bin(s) safe and secure at all times.
- 4.5. If a wheelie bin is lost, stolen, damaged or vandalised, the Council reserves the right to charge the Account Holder for supply of a replacement wheelie bin and its delivery, if reasonable evidence suggests that the damage was caused by the negligence and/or wilful conduct of the Account Holder.
- 4.6. If a wheelie bin is damaged or destroyed by the Council and/or its waste contractors, the Account Holder must inform the Council in writing and provide reasonable evidence of the damage and/or cause to receive a replacement wheelie free of charge.
- 4.7. An assisted collection service is available for customers who are unable to physically present their wheelie bin(s) for collection in accordance with clause 4.1 and have no other person living at the same address who is able to assist, which service can be applied for via the online form on the Council's website.

#### **5. Missed Collections**

- 5.1. If a scheduled collection is missed due to adverse weather conditions and/or exceptional circumstances, collection will be made, when operationally possible, prior to the next scheduled collection date, and no refund or part refund will be due to the Account Holder.
- 5.2. If a scheduled collection is missed for a reason other than adverse weather conditions and/or exceptional circumstances or the circumstances set out in clause 4 above, the Account Holder must refer to the Council's missed bins guidelines checklist and report it to the Council via the online form on the Council's website by 13:30 of the following working day.
- 5.3. If in the reasonable opinion of the Council, the Account Holder's scheduled collection has been missed for a reason other than adverse weather conditions and/or exceptional circumstances or the circumstances set out in clause 4 above, a replacement collection will be provided as soon as reasonably practicable in the

circumstances before the next scheduled collection day, but no refund or part refund will be due to the Account Holder.

## **6. Moving Home**

- 6.1. If an Account Holder moves properties within the Mid Sussex district, they may transfer their subscription to their new property by informing the Council at least fourteen days before their moving date via the online form on the Council's website.
- 6.2. If the Account Holder moves properties within the Mid Sussex district, they must take their wheelie bin(s) with them to their new property on their moving date.
- 6.3. If the Account Holder does not wish to continue the subscription at their new property or is moving outside of the Mid Sussex district, the Account Holder must submit a Cancellation Notice in accordance with clause 3 at least fourteen days before their moving date.
- 6.4. The Account Holder acknowledges and agrees that subscriptions cannot be transferred between local authorities, nor between residents or properties.

## **7. Death of an Account Holder**

- 7.1. In the event of the Account Holder's death, the following options may apply:
  - 7.1.1. the subscription may be transferred to a family member or executor of the Account Holder and a new Direct Debit will be set up in the new person's name on the renewal date;
  - 7.1.2. the Account Holder's family member or executors may submit a Cancellation Notice in accordance with clause 3.

## **8. Data Protection**

- 8.1. The Council will only use the Account Holder's contact details to contact them about the Service and for analysis purposes in order to improve the Service.
- 8.2. The Council will not send the Account Holder information about the Council's other services without the Account Holder's permission nor will the Council share the Account Holder's information with any other organisations unless required to do so in order to provide the Service, or as permitted by law.

## **9. Amendment to Terms and Conditions**

- 9.1. The Council reserves the right to amend any of these terms and conditions at any time upon publication on the Council's website. Any amendments will only be notified to individual Account Holders who have provided a valid email address to the Council. It is the responsibility of Account Holders who do not provide the Council with a valid email address to check the Council's website for the most current terms and conditions applicable to provision of the Service at any given time.