

Garden Waste Service – Terms of Service

1. These are the terms and conditions on which we supply services to you. Please read these terms and conditions carefully before you submit your subscription form to us; they will tell you who we are, how we will provide services to you, how the terms and conditions may be changed, how the services may be ended, and what to do if there is a problem.
2. We are Stratford-on-Avon District Council and our contact details are published on our website. Our registered VAT number is GB273484439. If we have to contact you, we will use the contact details that you have provided.
3. Our acceptance of your subscription will take place when we email you to accept it. If we cannot accept your subscription, we will let you know the reasons why and you will not be charged the fees; this may be because your property is not accessible by our refuse collection vehicles or your property is outside of our area.
4. The services shall comprise the collection of garden waste for a twelve month subscription period 1st April to 31st March each year, from your property in accordance with your subscription form, these terms and conditions, and our published requirements and collection schedule.
5. Our collection schedule shall be based on fortnightly collections, however, we may schedule collections to take place more or less frequently with reasonable justification e.g. to take account of a Bank Holiday or a Public Holiday, etc.
6. The services are only available to domestic properties located within Stratford-on-Avon District which are reasonably accessible by our refuse collection vehicles.
7. You shall pay the published fee to us and we shall provide the services to you.
8. The fee is payable using our online payment system. Payment will also be accepted at our offices at Elizabeth House, Church Street, Stratford-upon-Avon, Warwickshire CV37 6HX if you do not have access to the internet.
9. It is always possible that despite our best efforts, our services may be incorrectly priced. We will normally check prices before accepting your subscription so that, where the correct fees are less than the stated fees, you will be charged the lower amount. If the correct fees are higher than the stated fees, we will contact you for your instructions before we accept your subscription.
10. You must comply with our published requirements for the use of containers (e.g. wheeled bins, reusable sacks) and display of identifiers (e.g. permits) on containers; and the quantity and types of waste which may be included in the collection.
11. We will provide the necessary containers and identifiers to you, and may make replacement containers and identifiers available on payment of a reasonable fee.
12. You must comply with our published requirements for the siting of containers on the kerbside (or, where we have expressly agreed to provide an assisted collection – at the agreed location on your property) for collection.
13. We will agree to provide an assisted collection where, in our reasonable opinion, you are unable to comply with our requirements for the siting of containers on the kerbside due to age, infirmity, disability or a medical condition.
14. We shall not be required to perform the services in circumstances where there has been non-compliance with our published requirements.

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15. You shall notify us within two working days' if you believe that we have failed to make a scheduled collection; or if you have moved address within the district and wish for the services to continue at your new address.
16. You may cancel the services by giving us ten working days' written notice. You shall not be entitled to any refund of the fees paid.
17. You can choose to cancel the services within 14 days of placing your subscription (the 'cooling-off period'); in which case you will receive a refund of the fees paid less a prorated amount in respect of any collections preceding cancellation.
18. To cancel the services, you must let us know by phone or email, online or by post.
19. On cancellation of the services by you, you will need to return the permit issued intact to us within 14 days whereupon we shall arrange a full refund of any monies paid by you to us for the services. If required, we shall also make arrangements to collect any containers or identifiers provided to you by us as part of the services.
20. We shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of our obligations under these terms and conditions if such delay or failure results from events, circumstances or causes beyond our reasonable control (including, for the avoidance of doubt, inclement weather).
21. We may assign, transfer, subcontract, delegate, or deal in any other manner with any of our rights and obligations under these terms and conditions without your prior written consent. This means that we may appoint a commercial operator to provide the services on our behalf. Your rights under these terms and conditions will not be affected.
22. You may only transfer your rights under these terms and conditions to somebody else with our written consent. These terms and conditions are between you and us, nobody else shall have any rights to enforce these terms and conditions.
23. If a court finds part of these terms and conditions to be unlawful, the rest will continue in full force.
24. We may vary these terms and conditions, and our published requirements from time to time. We may change these terms and conditions to reflect changes in relevant laws and regulatory requirements, or to implement technical adjustments and improvements. We will contact you in the event that anything changes.
25. All of our published requirements can be found on our website.
26. In addition to the Council's own complaints procedure, complaints can also be made to the Local Government and Social Care Ombudsman.
27. Please see our privacy notice for details of how we will use your personal data.