

## **Terms and Conditions**

These are the terms of the agreement between Carmarthenshire County Council, County Hall, Carmarthen, Carmarthenshire SA31 1JP and the customer in regard to this garden waste service.

## **Service**

1. This service is available to Carmarthenshire residents for household use only.
2. Collections will take place on the first garden waste collection day after delivery of your bin and on a fortnightly basis thereafter. Online ordering will result in immediate notification of day and week of collection. Alternatively, if you order via other methods, you will receive communication stipulating your collection day and week.
3. Bin(s) should be stored on your property and put out for collection before 6am on collection day. If we receive a missed collection call from you, we will refer to our on board camera system to detect if the bin was out for collection. We will not call back if the bin was not presented at the time of collection.
4. All garden waste must be placed loose inside the bin and the bin lid must be closed for collection. We will not collect the following;
  - Bagged garden waste
  - Overflowing bins
  - Bins that are too heavy
  - Bins that contain non-permitted items (full list on our website)
5. Some properties may not be suitable for this service due to restricted access for our collection vehicles. In that event we reserve the right to withdraw the garden waste collection service and to notify you accordingly. If payment has been processed a full refund will be given.

## **Delivery of wheeled bin(s) and collections of garden waste**

6. We aim to deliver the bin(s) within 10 working days of receiving your payment. However this may not be possible on every occasion. You will be kept informed of any delay.
7. The bin(s) remain the property of the council and must not be defaced or inscribed in any way. Customers are responsible for keeping their containers clean and return the bins to their residential property as soon as collections have been made. Damaged or stolen bin(s) must be reported immediately on [www.carmarthenshire.gov.wales/gardenwaste](http://www.carmarthenshire.gov.wales/gardenwaste) or call 01267 234567. The council reserves the right to make a charge to replace any containers damaged because of misuse by the customer.
8. If the access road to your property for the collection vehicle or crew is blocked, the council will endeavour to return once the area is clear. In exceptional circumstances, if a collection vehicle is repeatedly restricted from collecting the bin(s), residents may be asked to take their containers to an agreed collection point.
9. Dependant on demand you may not receive a new bin and you may instead be provided with a bin returned from a previous customer, in this event we will clean and wash the bin before delivering.
10. The authority will not be liable for any injury or damage resulting from the use or movement of the bin, except where death or personal injury is due to negligence on the part of the council or its employees.
11. Wheeled bins will not be collected in from you at the end of each season, they should be retained and stored for the next season.

## **Charges and subscriptions**

12. Subscriptions are renewed annually at the start of the season. The contract will terminate at the end of each season. The season dates are subject to change. Existing customers will receive a renewal notice, for the following years' service, in advance of the payment deadline each year.
13. Payments for the service will be published on Carmarthenshire County Council website. No concessions are available for this service.
14. You will pay the full cost whatever point in the year you subscribe to the service. Once collections have started from your wheeled bin, there will be no refund if you;
  - decide to cancel the service at any point during the season
  - in the event that collections cannot be carried out for reasons beyond the council's control
  - if you report a missed collection but our enquiries confirm that the bin was not presented at the normal collection point at the time of collection.
15. If you do not renew the garden waste contract for the new season you are required to contact us on [ENVGardenWaste@carmarthenshire.gov.uk](mailto:ENVGardenWaste@carmarthenshire.gov.uk) to make arrangements for collection of the bin. Failure to surrender the bin will result in a charge of £25
16. In the event that you move house within Carmarthenshire - please let us know at least 10 working days before you are due to move so that we can make sure your bin gets emptied at your new address and advise of any changes to your personal contact details. Likewise if you move outside the county please contact us so that we can make arrangements to collect the bin. Email us on; [ENVGardenWaste@carmarthenshire.gov.uk](mailto:ENVGardenWaste@carmarthenshire.gov.uk)

## **Cancellation of the service**

17. You have a right to cancel this contract within 14 days of the contract being concluded, without giving any reason. If you exercise these statutory cancellation rights we will give you a full refund within 14 days of cancellation. For further information on your cancellation rights and how to exercise them, see the Instructions for cancellation and model cancellation form in the Schedule to these terms and conditions.

## **Our rights to terminate**

18. Carmarthenshire County Council reserves the right to terminate this service at any time if:
  - a) We decide that your property is not suitable for this service due to access to the property being restricted. A full refund will be given.
  - b) You fail to make any payments to the council under this contract at the required time. There will be no refund for monies received and you remain liable to pay full annual cost of the service.
  - c) You regularly place items out for collection which do not qualify as household garden waste, or which are prohibited items listed on our webpage; [www.carmarthenshire.gov.wales/gardenwaste](http://www.carmarthenshire.gov.wales/gardenwaste) There will be no refund for monies received and you remain liable to pay full annual cost of the service

## **Your rights to terminate**

19. In addition to your statutory cancellation rights (in clause 16) you can also terminate this contract at any time by giving us 7 days' notice in writing. If you terminate under this clause, we will not give you a refund.

## Schedule

### Instructions for cancellation

#### Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can do so:-

- By writing to us at:

Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP

- By telephoning us on 01267 234567
- By emailing us at: [ENVGardenWaste@carmarthenshire.gov.uk](mailto:ENVGardenWaste@carmarthenshire.gov.uk)

You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days from the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## Cancellation form

To Carmarthenshire County Council, County Hall, Carmarthen, Carmarthenshire SA31 1JP.

Email Address: [ENVGardenWaste@carmarthenshire.gov.uk](mailto:ENVGardenWaste@carmarthenshire.gov.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our contract for the supply of the following service : Carmarthenshire Household Garden Waste Collection

\_\_\_\_\_

Ordered on : \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper): \_\_\_\_\_

Date: \_\_\_\_\_

[\*] Delete as appropriate