Terms and Conditions of the Garden Waste Collection Service – January 2020

1. This agreement is made between the resident ('the customer') and Gwynedd Council ('the Council') of Cibyn Industrial Estate, Caernarfon, Gwynedd LL55 2BF and sets out the terms and conditions under which the customer may use the Council's garden waste fortnightly collection service ('the service'). The Council may vary or change these terms and conditions at any time. You will be given 10 days written notice of any such changes.

2. In line with the Distance Selling Regulations, you have seven working days from receipt of these Terms and Conditions to request cancellation of this service. Requests to cancel the service must be in writing to Gwynedd Council Highways and Municipal Services, Cibyn Industrial Estate, Caernarfon, Gwynedd LL55 2BF or emailed to recycling@gwynedd.llyw.cymru. Cancellations cannot be accepted over the phone.

3. Collections for the garden waste service will only be available to customers who have subscribed for the service in advance. Our crew will base their decision to empty or leave a bin presented for collection from live information held by an electronic device in the collection vehicle. It is the responsibility of the customer to place the sticker on the bin either on the lid or body of the bin and that it is easily visible.

4. Customer subscriptions are renewable annually. Only customers who have paid their subscription in advance are eligible to receive the service. Renewed subscription is required every year on or before 1 January. You will be notified of any price increases at least 10 working days before this date. If you don't pay by this date, we will withdraw the service.

5. The subscription consists of an annual charge for one brown garden waste bin to the customer which has been set by the Council for the period January to December at £35. Subscription prices are subject to review at the Council’s discretion.

6. Additional bins can be supplied. Any additional brown garden waste bins will be charged at an additional £30 per bin. (We allow a maximum of up to 4 bins).

7. The Council empties brown garden waste bins fortnightly, except for a short period over Christmas and New Year (therefore 25 collections a year) or when other factors affect the service, such as extreme weather conditions. If we miss your brown garden waste bin, we will do our best to collect it as soon as possible. Under no circumstances will the Council give refunds for missing or being unable to collect a brown garden waste bin.

8. Customers will be responsible for the brown garden waste bins, which must remain with the property in the event of the customer moving home during the year. If you move within Gwynedd you will be able to transfer to use a brown bin at your new property. Please contact the Council to confirm the details. If you move out of Gwynedd no refunds will be given and you can inform the person buying your property the charge has been paid for the calendar year. The new householder will therefore benefit from the provision of the garden waste brown bin (whether or not they sign up to the scheme) for the remainder of the year and there will be no refund payment to the former customer who has moved from that property.

9. There are no refunds or part refunds if the customer decides to cancel the service part way through the year. However, if for some reason the Council decides to cancel the Service mid-season a part refund will be provided on a pro-rata basis. If there is any evidence of misuse of the Service or the brown garden waste bin by you, then the service may be cancelled. There will be no refund in these circumstances.

10. Your brown garden waste bin(s) must only be used for garden waste from your property. Only garden waste may be placed loose in the bin, with the lid closed. Garden waste includes grass cuttings, hedge clippings, tree lopping, twigs, bark, leaves, straw, hay, flowers, plants, small branches, fallen fruit and rabbit bedding, but not large branches, invasive species or poisonous plants such as Japanese knotweed, ragwort & Himalayan balsam, turf, earth, soil, stones, gravel, wood that has been treated or painted, food or kitchen waste including peelings, cat or dog faeces, plastic trays, cat litter etc. No plastic of any kind may be put in the brown garden waste bin. Any such items will be treated as contamination.

11. Contaminated brown garden waste bins (i.e. bins containing incorrect materials) will not be emptied. If your brown garden waste bin is contaminated, it is your responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, we may remove the brown garden waste bin(s). There will be no refunds issued for occasions on which your brown garden waste bin is not emptied due to contamination.

12. The brown garden waste bin must be presented at the property boundary by 6.00a.m on the designated collection day. If the customer is unable to take the wheelie bin to the kerbside because of a disability or health problems they must apply to the Council in advance for an Assisted Collection Service. The bin lid must be completely closed and no side waste will be collected, i.e. no extra waste next to the bin or placed on the lid.

13. If your brown garden waste bin becomes damaged we will repair or replace it, free of charge, as soon as is reasonably practical. However, if the brown garden waste bin is damaged through neglect or misuse, the cost of repair or replacement may be recharged to you. If your brown garden waste bin is damaged, please call the Council on 01766 771000.