

# Chargeable Garden Waste Collection Service -Terms and Conditions

## The Agreement

This agreement sets out the terms and conditions of Inverclyde Council's Chargeable Garden Waste Collection Service. By agreeing to pay for this service you will be accepting these terms and conditions. In these conditions:

"Council" means Inverclyde Council.

"Service" means the Chargeable Garden Waste Collection Service.

"Customer" means the person receiving the service provided by the Council".

## Eligibility

Only Customers already assigned to a Council brown bin collection route are eligible to apply for the Service.

## Wheeled Bin Presentation

Wheeled bins must be presented to the regular uplift point by 07:00 am on the designated collection day. All wheeled bins must be presented with the lid fully closed. Wheeled bins which are overfilled and/or excessively heavy will not be uplifted. The Council shall have no responsibility for the uplift of excess waste presented beside or on top of the wheeled bin.

Wheeled bins presented after 07:00 am which are missed, will not be lifted by the Council until the next scheduled brown bin collection day.

Only wheeled bins supplied by or approved by the Council will be emptied by the Council.

The bin remains the property of Inverclyde Council and should not be removed from the property.

The Customer is responsible for ensuring that the permit is applied correctly to the brown bin, as per the instructions detailed on the reverse of the permit.

Permits are issued detailing the individual property information; they are non-transferrable and only valid when presented at the property for which they were originally purchased.

The Council has no obligation to empty bins which do not comply with the above conditions.

## Missed Collections

Collection errors or other conditions beyond the Council's control can result in service disruption or missed collections.

The Council shall not be liable to the Customer for failure to perform Services, however, in such circumstances the Council will aim to collect within 48

hours from the original collection date, subject to the Customer contacting the Council.

The Customer should leave their wheeled bin out at the kerbside for 48 hours after the time of normal collection and the Council will endeavour to return and empty the bin.

If wheeled bins are not collected within this time, Customers must return them to their regular storage area and re-present on the next scheduled brown bin collection day for uplift, conditions permitting.

If the contents of wheeled bins are not uplifted due to waste being tightly lodged or frozen, the contents will not be collected until the next brown bin scheduled collection day. The Customer must ensure that the waste is freed or dislodged before re-presenting.

## Security, Cleanliness, Maintenance & Ownership of Wheeled Bins

The Customer is responsible for the security of their wheeled bins.

The Customer should report bin damage, such as broken wheels and lids. The Council, on request, will repair or replace damaged bins.

On request, bins that are damaged during collection by the Council will be replaced free of charge and the Garden Waste Permit will be re-issued free of charge. Where a bin is damaged or lost through the Customer's negligence, the Customer will be liable for the cost of a replacement permit.

## Contamination of Recycling Bins or Non-permitted Waste

The Council reserves the right not to lift wheeled bins that:

- contain incorrect materials
- are excessively heavy
- are in a dangerous condition
- may present a health and safety hazard to staff

No materials, other than those specified by the Council, will be accepted in brown recycling wheeled bins.

Where brown bins are contaminated, the Council will attach a sticker to the bin which will identify that the bin has not been collected due to contamination.

The Customer shall be responsible for the waste and recycling that is contained in their bins and will be required to make arrangements to remove any contamination identified. Should the Customer do so, the wheeled bin will be collected on the next scheduled collection day.

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The Council does not take any responsibility for contaminated bins and the Customer shall indemnify the Council in respect of all costs, charges, expenses and liabilities that arise out of any bin which is contaminated by the Customer (or any third party).

The Council may levy an additional charge to the Customer requesting an uplift of contaminated bins (as general waste) before the next scheduled collection day.

In the event that repeated contamination of brown bins occurs the Council reserves the right to withdraw the Service by giving immediate written notice and arranging removal of the brown bin.

No refunds will be available for any collections missed while the service has been withdrawn.

## Contract Period

The initial contract period will run from 30 March until November 2020. The fee is £30.00 per brown bin. A permit is required for each individual bin presented for collection.

Payments for the 2020 subscription will be accepted from January 2020 onwards.

No discounts or concession are available and regardless of when the permit is purchased, the £30.00 charge will apply. The £30.00 charge applies to the period from 30 March to November 2020 or part thereof.

Council will endeavour to deliver the permits within 10 working days.

## Payment

Payment must be made in advance online at: <https://www.inverclyde.gov.uk/pay-it-online>

## Cancellation

The permit can be cancelled within 14 day of purchase to receive a full refund, thereafter it can be cancelled at any time but no refunds or part refunds will be given.

To exercise the right to cancel, you must inform us of your decision to cancel the permit by using the online cancellation process before the 14 day cancellation period has expired.

Should the permit have been issued prior to the cancellation notice being received, the customer will be liable for the reasonable costs incurred for returning the permit to the Council. Refunds will be issued on receipt of the returned permit to the Council.

## Use of Recycling Centres

The Customer can use the Council's Recycling Centres at Pottery Street and Kirn Drive to dispose of their domestic garden waste free of charge.

## Enquiries and Complaints

Telephone 01475 714555

Email: [gardenwaste@inverclyde.gov.uk](mailto:gardenwaste@inverclyde.gov.uk)

Inverclyde Council  
Waste Strategy Unit  
Environmental and Protective Services  
Unit 1, Ingleston Park  
Cartsburn Street  
GREENOCK  
PA15 4UE

To learn about how to make a complaint, visit the Council's web site at:

<https://www.inverclyde.gov.uk/council-and-government/complaint>