

Ealing Council Garden Waste Subscription Service Terms and Conditions

This agreement is made between the resident (the Customer) and Ealing Council (the Council), and sets out the terms and conditions under which the Customer may use the Council's garden waste fortnightly collection service (the Service).

The Service runs annually and starts on 1st April; it is available only to Customers who have subscribed for the Service. Customer subscriptions are renewable annually and only Customers who have paid their subscription are eligible to receive the Service.

1. The subscription consists of a non-refundable annual charge to the Customer, set by the Council for the period 1st April – 31st March. A reduced subscription charge is available to Customers paying for the Service after 30th September and will cover the period 1st October to 31st March.
2. A concessionary discount on the annual charge is available at the Council's discretion to Customers in receipt of means tested benefits and those aged 65 or over. The Council reserves the right to request proof of eligibility for the concessionary rate. Applications for a refund of the concessionary rate cannot be considered after payment of the charge at the full rate has been received by the Council.
3. The Customer may use the Service for the collection of all items of garden waste as specified by the Council in its welcome pack/guide which is available online at www.ealing.gov.uk/gardenwaste. The Customer may not use the Service for the collection of any other materials. If any waste is presented for collection, other than that specified by the Council as 'garden waste', it will not be collected, and may result in the withdrawal of the Service and removal of the container(s).
4. In using the Service, the Customer may only use the designated garden waste container(s) provided by the Council. The Council will not collect garden waste presented in any other container(s).
5. The container(s) shall be kept on the premises stated in the Customers application for the Service and may only be removed from the premises with the prior written permission of the Council. The container(s) remains the property of the Council at all times. Once the Customer has elected to use a particular container (either wheeled bin or garden sack) the container type may not be changed without the Council's prior agreement.
6. Garden waste must be presented by the kerbside in the designated container(s) by 7am on the day of collection from an accessible and clearly visible location to waste collection crews. Customers are to leave their designated container(s) alongside their other refuse and recycling receptacles for collection, as close to where their property meets the publicly adopted highway/pavement as possible, ensuring they do not obstruct the pavement or passers-by.

CONTINUED OVERLEAF

EALING COUNCIL

7. Lids of wheeled containers containing garden waste must be fully closed. The Council reserves the right not to empty containers when the lids are not fully closed as this may cause damage to the lids whilst being mechanically emptied.
8. The Council reserves the right not to empty / collect any container that in its reasonable opinion poses a health and safety risk to operatives, and may require the Customer to reduce the weight in the container(s) before any further attempt to empty / collect is undertaken.
9. Throughout the subscription period, the Customer shall be responsible for the safekeeping of the container(s) provided, the cleanliness of the container(s) and the cleanliness of the site around the container(s). The Customer will be responsible for any loss or damage to the container(s) (other than through the negligence of the servants or agents of the Council), and may be required to pay the Council the cost of an equivalent replacement container(s).
10. The Council will carry out routine repairs to containers where the Council reasonably considers this is necessary due to normal wear and tear. The Council accepts no liability for container(s) used for any other purpose other than for the collection of garden waste. Misused containers may be removed by the Council.
11. Customers that choose to pay for the Service by Direct Debit have the options either to make payments by instalments or by one full payment. However, customers subscribing from October at the reduced subscription charge rate taking the option of Direct Debit payment would be required to make one full payment for this period.
12. Should customers paying by Direct Debit instalments decide to withdraw or cancel their subscription to the Service before the full subscription charge has been paid, will be required to pay the balance on their account in full.
13. On termination of the Customer's right to receive the Service (however such termination occurred) the Council reserves the right to remove the container(s) from the Customer's premises/ property.
14. The Council will not be obliged to provide the Service if it is prevented from doing so due to circumstances beyond its reasonable control.
15. You should report any missed collections no later than 1pm the following day, and we will aim to return the next working day. Missed collections reported after 1pm of the following day will not be recitified.
16. Customers will normally be sent a reminder of subscription renewal at least 4 weeks prior to the expiry of their current garden waste subscription.
17. The Council reserves the right to vary the charges and any of these terms and conditions at any time by reasonable notice.

Customers have the right to cancel this service within seven working days following receipt by the Council of the Customer's order but the Customer's right to cancel will end as soon as the Council delivers the containers to the premises. Customers may cancel by contacting the Council on 020 8825 5212 or at corporatecollectionservices@ealing.gov.uk

This agreement includes the duty of care for the fortnightly removal of garden waste in accordance with Section 34 of the Environmental Protection Act 1990. (For information: It is unlawful to transfer or dispose of waste for which there is no waste transfer note pertaining to that waste. It is also unlawful for the carrier to transfer or dispose of waste for which there is no waste transfer).