



## **Isle of Wight Council Household Garden Waste Subscription Service (GWSS)**

### **Terms and Conditions of Service and Contract**

#### **1. The GWSS**

- 1.1 The GWSS is for wholly domestic properties only; businesses, including those operating within a domestic property, may not subscribe.
- 1.2 The subscription year will operate: 1<sup>st</sup> April through to 31<sup>st</sup> March the following year.
- 1.3 Each Subscription will include the choice of either one (1) brown lidded garden bin OR the equivalent volume garden sacks for the collection of green garden waste only. Residents may choose between a brown lidded garden bin or three garden sacks. Communal properties may only select garden sacks to prevent causing access issues to communal bin stores.
- 1.4 Brown lidded garden bins and garden sacks remain the property of the Isle of Wight Council and must be surrendered to the Isle of Wight Council or its agents at the expiry of the subscription.
- 1.5 Green Garden Waste will be collected on a fortnightly basis throughout the subscription year in accordance with the garden waste schedule <https://www.iow.gov.uk/Residents/Environment-Planning-and-Waste/Waste-and-Recycling/Household-Waste-and-Recycling-Collection/Green-Garden-Waste>.
- 1.6 Subscriptions will include a free Christmas tree collection in January.
- 1.7 Domestic properties may have more than one subscription; each subscription will be full price.
- 1.8 You have the right to cancel your request to join the GWSS within 14 days and receive a refund for any monies paid, once receptacles have been returned to the Isle of Wight Council or its agents.
- 1.9 GWSS receptacles must be placed at your normal collection point by 07:00am on the morning of the scheduled collection.
- 1.10 If the property is subscribed to the Collection Plus Service, or has an assisted collection in place, please set out the Garden Waste at the same location as other household recycling and waste bins.

- 1.10 Receptacles delivered to your property for the GWSS may only be used for the disposal of organic garden waste; contaminated bins will not be emptied, and no missed collection will be processed. For a full list of what is accepted please visit [www.iwight.com/waste](http://www.iwight.com/waste).
- 1.11 Lost, Stolen or Damage to the GWSS receptacles must be reported to the Isle of Wight Council. These can be reported via the [online form](#) or by calling the council's waste services on 01983 823777.
- 1.12 Residents of the Isle of Wight are under no obligation to subscribe to this service; other licenced waste carriers may be employed.
- 1.13 No liability will be accepted by the Isle of Wight Council or Amey, it's duly appointed contractor, for loss or damage to any personal items stored inside a green garden waste receptacle.

## **2. GDPR:**

- 2.1 Property information will be shared with and held by our service provider (Amey) for the duration of the subscription for the purposes of administering and delivering the service.

## **3. Payment Terms:**

- 3.1 Subscriptions paid for via credit or debit card must be renewed annually or receptacles will be removed; the new subscription window will be appropriately advertised through the usual channels however it is the responsibility of the subscriber to renew at the appropriate time. Direct Debit subscriptions will automatically renew unless the subscriber has chosen to opt out during the year or has failed to keep up with agreed payments.
- 3.2 There will be no pro-rated part year subscriptions or refunds given for service cancellations.
- 3.3 **Direct Debit Subscriptions:**
- 3.3.1 If you choose a DD subscription, you are covered by the Direct Debit guarantee: <https://www.directdebit.co.uk/DirectDebitExplained/pages/directdebitguarantee.aspx>
- 3.3.2 Changes to your DD in any way (name, address or bank details) must be received in writing/e-mail to [waste.contract@iow.gov.uk](mailto:waste.contract@iow.gov.uk) giving 30 days' notice; you should not rely on your bank informing us of your instruction or requirements.
- 3.3.3 If you wish to cancel your DD, you must provide 30 days' notice in writing/e-mail to [waste.contract@iow.gov.uk](mailto:waste.contract@iow.gov.uk); any remaining balance based on the annual subscription amount must be paid in full.
- 3.3.4 If a DD instruction is cancelled, the subscription will not automatically renew, and a new subscription will be required subject to availability – if the service is at capacity subscription will not be available.

3.3.5 If the service is cancelled, services will remain in place until the next payment has been taken.

3.3.6 In the event of a DD payment failure:

3.3.6.1 The IW Council will attempt to contact you using the details provided during your application or held under 'My Account' to inform you that the payment has failed. Where appropriate you will be requested to either make a credit / debit card payment to bring the subscription up to date or to confirm that the additional payment can be collected by DD the following month (but see VP comment below). Failure of subsequent payments to be collected by either means and in a timely manner, may at the services' discretion result in suspension / cessation of the service until payment is made in full.

3.3.6.2 Failure to pay will result in the service being cancelled, receptacles will be removed, and additional fees may be incurred.

3.3.6.3 You may also have to pay a failed-payment charge if a direct debit bounces because you don't have enough money in your account. VAT is not added to these charges. The Isle of Wight Council will not be held accountable or pay any fee's incurred by late payment charges or overdraft charges issued by your bank.

3.3.7 If you break the agreement, reasonable adjustments will be allowed in order for matters to be resolved. We reserve the right to limit, suspend or end the services immediately if any of the following conditions apply:

3.3.7.1 We have to end the agreement by law or in line with any regulation.

3.3.7.2 You break the agreement and don't put things right in a reasonable time.

3.3.7.3 You seriously misuse the service.

3.3.7.4 You or anyone using the service acts towards our staff or agents in a way which we think is unsuitable or serious enough to justify suspending or ending the service.

3.3.7.5 You don't pay for the service or you pay in a way other than how we've agreed with you.

3.3.7.6 You cancel your direct debit and we haven't agreed another way you can pay.

3.3.7.7 We reasonably suspect fraud or other unauthorised activity.

3.3.7.8 We reasonably believe you're using the service in a way that isn't in line with the agreement.

3.3.8 If we suspend or end the service because you've broken the agreement (e.g. payment failure) we may give your details to any relevant enforcement agency

- 3.3.9 If you break the agreement and we do not take action, we can still take action at a later date.
- 3.3.10 If the property is found to be commercial or the property is not found to be entitled to the garden waste subscription service, no refund will be given, and any amounts owed must be paid.
- 3.3.11 Subscription fees are subject to change; changes will be informed to residents via [www.iwight.com/waste](http://www.iwight.com/waste)