

## Garden Waste Terms and Conditions 2022-2023

### The Service

1. The garden waste collection service (the Service) is a subscription service available to domestic residential properties, village halls and places of worship which produce household waste. The Exclusions and Limitations section below outlines those properties and/or services **not** covered by this service.
2. The subscription period for the Service is for 12 months and the 2022/23 subscription year is from 29 August 2022 to 27 August 2023 (the Subscription Period).
3. The Service operates for 50 weeks of the year and the Council will make all reasonable efforts to make collections fortnightly on the same day as your recycling collection subject to service limitations and exceptions (see Exclusions and Limitations below).
4. There is a two-week period over the Christmas and New Year period where your garden waste will not be collected. Confirmation of collection days and dates over the Christmas and New Year period will be communicated via the Council's website at: [www.westberks.gov.uk/collectionupdates](http://www.westberks.gov.uk/collectionupdates) and other appropriate communications channels such as e-newsletters and social media accounts.
5. The Council reserves the right to vary collection times, days or periods, or to suspend the Service in exceptional circumstances including adverse weather or unforeseen circumstances (see Exclusions and Limitations below). In such circumstances the Council will make all reasonable attempts to provide notification online via the Council's website at: [www.westberks.gov.uk/collectionupdates](http://www.westberks.gov.uk/collectionupdates) and other appropriate communications channels such as e-newsletters and social media accounts.
6. On receipt of payment for the Subscription Period, the Council will send you a subscription sticker usually within 14 days of payment. The sticker(s) for the 2022/2023 subscription year can be used from 29 August 2022 (on your next scheduled recycling day). You must attach the sticker to the back (handle side) of your green (garden waste) bin to ensure collection. Green bins placed out for collection without a sticker will not be collected.
7. Your garden waste should be placed in the green bin supplied by the Council and not any other container or bin. Your green bin(s) must be put out ready for collection by **6am** on your specified collection day. The bin(s) should be placed sticker side out such that the bin(s) and sticker(s) are visible to the collection crews and easily accessible.
8. Your green bin(s) should only contain permitted garden waste (see below for Exclusions and Limitations) and all garden waste should be contained within the green bin with the lid closed. Additional garden waste will not be collected.
9. If you have already subscribed to the Service and receive an assisted collection this will continue unless you inform us that the assisted collection service is no longer required.
10. The green bin(s) remain the property of the Council at all times.

### Application and Payment

1. Payment for the service is made in advance and the charge in full is payable regardless of when you apply and pay for the service; no part payments are accepted. If you already have an active Direct Debit for the service, then it will automatically be renewed for the next subscription period (please see Renewing Your Subscription below).
2. To ensure that your subscription is processed for the start of the 2022/2023 Subscription Period (from 29 August 2022) you should subscribe by 7 August 2022.

3. Payment may be made online or by telephone by Direct Debit or credit/debit card. Payment by Direct Debit enables you to set up payment once and obtain the benefit of automatic renewal for the next subscription year allowing for a seamless uninterrupted service.
4. You can subscribe at any time during the 2022/2023 subscription year up to 30 June 2023, however there are no part payments and charges remain fixed. Applications made after the 30 June 2023 for the 2022/2023 subscription year will not be accepted. Applications for the following subscription year will open in July 2023.
5. You can subscribe for up to a maximum of five (5) green bins per household. Initial one-off set up charges apply to each additional green bin. The subscription charge for the Service is payable per green bin as set out in the table of charges below.
6. We do not offer concessions.
7. The Service charges will be reviewed annually and are subject to change.
8. Full payment must be received before your service will commence. Where payments are made by Direct Debit, full payment for the initial subscription will be considered received when we receive your Direct Debit mandate (provided that it is fully and correctly completed); we assume payment will be made by your bank on the instruction date.
9. The subscription charges for the 2022/2023 period are:

Subscription type	Subscription charge (per bin)
Service charge for <b>1<sup>st</sup> green bin</b> (new subscription or existing subscription renewal)	£52
Service charge for 2 <sup>nd</sup> – 5 <sup>th</sup> green bins (for <b>renewal of existing subscriptions only</b> where the one-off set up payment has already been made in a previous subscription year)	£40
Charge for 2 <sup>nd</sup> -5 <sup>th</sup> green bins ( <b>new additional subscriptions only</b> )	£67 Made up as follows: £27 for the one-off set up payment and £40 for the service charge

### Renewing Your Subscription

1. Direct Debit subscriptions: we will notify you in advance of the new subscription year of the subscription amount to be collected (which will be one fixed subscription charge for the forthcoming subscription period) including any variations in charges and the date on which payment will be collected (the Payment Date). If you wish to renew your existing Service you do not need to take any action and renewal will be automatic. If you decide to make any changes to your Service (e.g. increase or decrease the number of green bins) you will be able to do so prior to renewal. **If you decide not to renew your subscription(s) please instruct your bank to cancel the Direct Debit prior to the Payment Date and inform us that you no longer wish to receive the Service.**
2. Non-Direct Debit subscriptions: we will send you an annual reminder (generally by email) that the subscription is due for renewal. Confirmation of the renewal of your subscription and payment is your responsibility. Failure to pay for your subscription prior to the start of the Subscription Period will mean that your Service will cease at the end of the current subscription period and will only resume when a fresh application is made and payment is received.

## **Cancelling or Changing Your Subscription**

1. You have the right to cancel your subscription within 21 days of initial subscription without giving any reason. The right to cancel expires 21 days after you subscribe. If you cancel within 21 days of subscription we will make a full refund to your account where payment has been received by us. If you completed a Direct Debit mandate and wish to cancel your subscription within the 21 days please also inform your bank that you wish to cancel the Direct Debit instruction. For more details about how to cancel your subscription please go to: [www.westberks.gov.uk/cancelgardenwaste](http://www.westberks.gov.uk/cancelgardenwaste).
2. Where the initial subscription is by way of Direct Debit, the 21-day cancellation period applies from the initial subscription date only as renewal of the service is automatic (unless cancelled prior to the Payment Date) and the Service and contract terms are continuous from the initial subscription date.
3. No refund will be given if you decide to stop using the Service in whole or in part for any reason outside of the 21-day cancellation period or outside the terms of the Direct Debit guarantee.
4. If you cancel your subscription your green bin(s) will not be emptied if it contains garden waste. You can continue to place food waste in your green bin (except for communal properties) until autumn 2022, when a separate food waste service will be in operation. *Separate containers or caddies will be provided to all householders free of charge for food waste collections.*
5. If you move house within the West Berkshire area the Service can usually be transferred to your new property. It is your responsibility to request that the service is transferred. You will need to inform us of your moving date and change of address at: [www.westberks.gov.uk/article/37091/Tell-Us-You-ve-Changed-Your-Name-or-Address](http://www.westberks.gov.uk/article/37091/Tell-Us-You-ve-Changed-Your-Name-or-Address).
6. If you do transfer your service to a new address within West Berkshire you will need to remove the subscription sticker(s) from the green bin(s) at your original address before you leave and dispose of the stickers. All green bin(s) should be left at the original property. If a new green bin is required for your new property please contact us to arrange this. A new sticker(s) will also be sent to your new address. All green bins remain the property of the Council.
7. If you move out of the West Berkshire area during the subscription period you cannot transfer your subscription and we will not provide a refund for the unused months of the Service. You should cancel any Direct Debit with your bank and inform the Council of your move. You must not remove the green bin(s).

## **Problem Resolution and Contacting Us**

1. If it has been more than 14 days since your payment for the service and you have not received your subscription sticker and/or additional green bins please contact us via email: [gardenwaste@westberks.gov.uk](mailto:gardenwaste@westberks.gov.uk) or telephone on 01635 519080 with details of your application and payment in order that we can resolve the issue.
2. If you discover that your green bin has not been emptied by the end of your scheduled collection day, please contact Customer Services via email: [customerservices@westberks.gov.uk](mailto:customerservices@westberks.gov.uk) or telephone 01635 519080 to report the missed collection of your bin(s). Our policy on reporting missed collections can be found at: [www.westberks.gov.uk/missedbin](http://www.westberks.gov.uk/missedbin). If our records indicate that there was no reason why your bin should not have been collected, the collection crew will aim to return to collect it within 2 working days of this being reported. If you wish to make a complaint; information about our complaints process can be found at: [info.westberks.gov.uk/complaints](http://info.westberks.gov.uk/complaints).

## Exclusions and Limitations

1. The properties and premises that this Service does not apply to are as follows:
  - Premises which are occupied by a club, society or any association of persons in which activities are conducted for the benefit of the members, for example sports pavilions or social clubs.
  - Village halls, residential properties or other premises which are managed by a commercial landscaper/gardener.

Occupants of the above properties should seek a commercial waste service for the disposal of garden waste connected to such premises.

2. We will only collect garden waste (of a type specified by us) wholly contained within the green bin supplied by West Berkshire Council. For a list of the garden waste that may be put into your green bin please visit: [www.westberks.gov.uk/gardenwaste](http://www.westberks.gov.uk/gardenwaste). Examples of items we will collect are as follows: grass cuttings, small twigs and branches, hedge trimmings and leaves, plants and weeds, cut flowers and fallen fruit. Until autumn 2022, when the Council's separate food waste collection service will commence, you may also put food waste in your green bin. After the start of the separate food waste service, you must only use the separate containers provided for presenting your food waste.
3. We reserve the right to refuse to empty a bin that contains the wrong materials such as those listed at: [www.westberks.gov.uk/gardenwaste](http://www.westberks.gov.uk/gardenwaste) or bins that are excessively heavy such that the collection crew or vehicles' bin lifting equipment cannot handle them. In order for the collection service to resume you will need to empty the green bin of the wrong materials and or remove some garden waste to lighten the green bin before the next scheduled collection date. If the garden waste is so compacted that it will not come out of the green bin when tipped it will be your responsibility to loosen and/or remove the waste before the next scheduled collection date.
4. If collections are missed due to any unforeseen circumstance or adverse weather or other circumstances beyond our reasonable control, attempts will be made to return to empty the bin(s) where practicable. In the event of sustained adverse weather such as severe snow, storms or a circumstance (unforeseen or not) of such severity that certain core waste collection services may be affected (including but not limited to an epidemic, pandemic or major incident), the garden waste collection service may be suspended in order to redirect resources to assist in the completion of more critical/urgent frontline waste services. There will be no refund for such exceptional suspensions of service. Service updates can be found at: [www.westberks.gov.uk/collectionupdates](http://www.westberks.gov.uk/collectionupdates).

## Data Protection

1. We will collect personal information for the purpose of processing your application, providing the Service and where applicable for collecting payments. Your property details will be added to a database used by our waste contractor and relevant Council's officers in order to provide the Service to those residents who are subscribed to the Service. This information will be held in a secure manner. We will not use your information for any other purpose without your permission and we will not hold the information for longer than we need to.
2. We will treat any personal information by which you can be identified (e.g. name, address, email) in accordance with the Data Protection Act 2018. You can view the Council's privacy notice online at [www.westberks.gov.uk/pngardenwaste](http://www.westberks.gov.uk/pngardenwaste).

## **General**

1. This Agreement is between you and the Council. If you choose to share green bin(s) with neighbours you are still responsible for compliance with these terms and conditions as the party to the Agreement. We will only distribute green bin(s) and stickers to and collect garden waste from the address of the subscriber.
2. You cannot transfer the subscription to another person(s).
3. These terms and conditions do not affect your statutory rights.
4. We may vary these terms and conditions at renewal including the subscription charge. If you do not wish to accept the changes you have the right not to renew and to cancel any automatic renewal of your subscription. If you cancel any Direct Debit you will need to inform your bank and notify us that you no longer wish to receive the Service.
5. In these terms “us”, “we” and “the Council” means West Berkshire District Council and “you” and “your” refers to the subscriber.