

# **Dacorum Borough Council Garden Waste Subscription Service terms and conditions**

These terms and conditions are in relation to the Dacorum Borough Council Garden Waste Subscription Service. Please note this service is currently not available to flats.

## **1. Application**

This agreement is made between the resident ('the customer') and Dacorum Borough Council ('the Council') and sets out the terms and conditions under which the customer may use the Council's Garden Waste Subscription Service ('the service').

## **2. Services**

- 2a. You agree to pay the council a subscription fee to collect your garden waste. You are required to subscribe for the garden waste subscription service ("the services") on an annual basis ("the subscription period") by payment of an annual fee ("the subscription fee"). The subscription fee is a one-off fee and is irrespective of when you subscribe during each and any subscription period. Upon the council receiving payment of the subscription fee you will be issued with a license and if you move property, the subscription fee is not refundable and the license is non-transferrable.
- 2b. The council reserves the right, in its absolute discretion, to refuse an application for the services. Any person making a fraudulent application will have their subscription cancelled without refund. Any person who seeks a concession, does so on the understanding that the Council will undertake all reasonable checks at the time of subscription and afterwards to ensure such claims are valid.
- 2c. The council reserves the right to increase, or decrease, the subscription fee from time to time.

- 2d. Once you have subscribed to the services, the council will notify you when your next annual subscription fee is due. You will be notified at least one month in advance of the next subscription period.
- 2e. The council will collect information about you when you subscribe to the services (for example, name, property address, email address and telephone number). This allows the council to provide the services and for it to contact you in relation to the renewal of your current subscription fee. The council has a duty to keep records up to date therefore you are required to notify it of any changes to your personal details.
- 2f. We will share your information, including email address and home address, if appropriate with our third-party permit provider (PermiServ). We will securely hold your data and only keep it for as long as necessary. Where information is no longer required it will be disposed of confidentially.
- 2g. The services apply to domestic households, and or other locations at the council's discretion.
- 2h. If you want to cancel the services you have arranged online or over the telephone, you are entitled to a 14 day cooling-off period during which time you can cancel for any reason and receive a refund. Once the sticker has been attached to the bin then no refund will be given due to the administration costs incurred. If you wish to cancel the services, you must contact the council on [customer.services@dacorum.gov.uk](mailto:customer.services@dacorum.gov.uk). You are not entitled to a refund if you move property during the subscription period
- 2i. Refunds will not be issued for missed collections. If there is a genuine missed collection (where there is proof the bin was presented on time and the council did not collect the waste), the council will aim to return to the property for a missed collection within five working days. You are not entitled to receive a partial or full refund for missed collections.
- 2j. Delays to the services may apply (1) during inclement weather, (2) in cases of operational difficulty or (3) any event or circumstance which is outside of the

reasonable control of the council's control and shall include but is not limited to war, civil war, armed conflict or terrorism, strikes, lockouts or other industrial actions, riot, fire, flood and earthquake, pandemics and epidemics. For the purposes of this paragraph, (1) - (3) above are defined as an event or circumstance.

- The council is not responsible for delays outside of its control. If the supply of the services is delayed by an event or circumstance outside its control then information will be published as soon as possible to notify you of a delay. The council will take steps to minimise the effect of the delay. Provided it does this, it will not be liable for delays caused by the event or circumstance.

- 2k. Scheduled alterations will be made to the garden waste collection service during public holidays. You will receive prior notification of these changes along with the changes to all collection services.
- 2l. With the exception of section 2g there will be no refund or reductions for part year subscriptions. Neither will there be refunds or part refunds for the cancellation of the service part way through the subscription period.
- 2m. These terms and conditions in relation to the services do not affect your statutory rights.
- 2n. The council may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under these terms and conditions and may subcontract or delegate in any manner any or all of its obligations under these terms and conditions to any third party or agent.
- 2o. A person who is not a party to these terms and conditions shall not have any rights to enforce them.
- 2p. The council reserves the right to vary these terms and conditions at any time without notice.

- 2q. These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 2r. The council reserves the right to end these terms and conditions at any time and for whatever reason by giving you one month's notice of termination.

### **3. Bin Provision and Placement**

- 3a. If a green-lidded bin is not already in place, we aim to deliver this within 14 days of the council receiving payment of your subscription fee and the £25 bin fee. During peak subscription periods, delivery may take longer. Additional green-lidded bins are subject to charge.
- 3b. The bin(s) used for the services remain the property of the council at all times. The bin(s) should remain at the premises stated on the application form unless it is removed by the council.
- 3c. If you are provided with a bin, the subscription fee is charged on a per bin basis. If you wish to subscribe for more than one bin you will be charged an additional subscription fee. If you are provided with sacks, the subscription fee is charged for the collection of 54 sacks for the year (3 per collection). If you wish to subscribe for more sacks you will be charged an additional subscription fee.
- 3d. It will be for the discretion of the Council to determine if a bin can be replaced with another size, and as a bin has been provided, a charge may be incurred as per the terms and conditions of the service
- 3e. Once you have subscribed to the services, you will be sent a permit which must be affixed to your bin(s) as per the instructions in the accompanying letter. Only those bin(s) displaying a valid permit, affixed in the correct manner, will be emptied. Once the council has received your payment of the subscription fee, it will take up to 14 days for you to be issued with a permit

and for collections to be instigated. Prior to the season starting it may take longer than 14 days for your license to be issued.

- 3f. You shall be responsible for placing the bin(s) or sacks on your property, so as not to cause a nuisance. Bins must not be stored on the highway.
- 3g. You shall place the bin(s) or sack(s) to be emptied at the kerbside for collection by the council's employees. Bin(s) or sacks should be presented at the kerbside no later than 6:45am on your designated collection day. **NOTE:** The sticker must be on the rear of the bin, and the bin presented with the sticker facing towards where collection will take place (e.g. towards the road)
- 3h. The Council will not empty a green-lidded bin that does not display a valid current subscription sticker applicable to the property in question, nor return to collect any bin which does not have a valid sticker on it. The same is applicable for presenting sacks that are not valid for the year in question.
- 3i. A maximum 3 sacks per collection are to be left out per subscription. Additional sacks will be classed as "additional waste" and not collected without an additional subscription.
- 3j. The council offers an assisted collection service to residents who are disabled or have mobility issues and cannot move bin(s) or sacks to and from the kerbside. Only residents who have an agreed assisted collection service with the council will be exempt from presenting bin(s) at the kerbside.

#### **4. Subscription Period**

- 4a. Garden waste collections are scheduled every other week, operating from the first week of March for a 9-month period. No green waste is collected for the period December to February.

#### **5. Bin Use**

- 5a. Only garden waste i.e. grass, leaves, twigs, weeds, hedge clippings, flowers and plants can be placed in your green-lidded bin(s). Please make sure you remove soil and stones from your garden waste before putting it in your bins

or bags. Green-lidded bins containing anything other than garden waste will be deemed as contaminated and will not be collected. A return collection will not be made under these circumstances. It is the responsibility of the householder to sort the contents of the bin(s) and remove any contamination prior to the next collection.

- 5b. Green-lidded bins and sacks must be used for domestic garden waste only. The bins and sacks must not be used for any garden waste arising from business or commercial activities.
- 5c. All garden waste must be contained within the green-lidded bin(s) or sacks, with the bin lid closed flat. If they are too heavy to be collected safely, they cannot be emptied. Overflowing or excess garden waste placed around the bin(s) will not be collected. A return collection will not be made under either of these circumstances
- 5d. The Council is not obligated to provide a collection if:
- The bin or sack(s) is not presented as per the terms under section 3h and 3i
  - The bin or sack contents contain contamination (incorrect materials – see section 5a) or overweight (over 95kg). Contamination removal is the responsibility of the occupier, and the bin will be collected at the next scheduled time once completed.
  - There are non-compostable sacks within the bin
  - Garden waste is presented for collection outside of the bin / sacks (“side waste”)