



GARDEN WASTE COLLECTION SERVICE

Terms and conditions 2024/2025

These terms and conditions relate to the provision of a garden waste collection service by Buckinghamshire Council, in the area covered by our jurisdiction. In these terms and conditions we call this 'the Service'.

Who we are

We are Buckinghamshire Council of Walton Street Offices, Walton Street, Aylesbury, Buckinghamshire, HP20 1UD, providers of the Service.

Who you are

- You are a customer of ours living in or responsible for domestic premises in Buckinghamshire (or in premises in Buckinghamshire that receives a household waste collection service) who has requested the Service from Buckinghamshire Council.
- In receiving the Service, you are confirming to us that the premises can safely store a 240 litre wheeled bin for garden waste (H-1100mm; W-600mm; D-740mm). In specific circumstances, properties deemed as unable to store a 240 litre wheeled bin or reside in a location where we are unable to collect a 240 litre wheeled bin, **may** be provided with reusable bags.
- Properties receiving communal waste collections may be offered a chargeable garden waste collection service on an individual basis.
- Narrow/restricted access and remote properties which are served by a smaller waste collection vehicle may subscribe to the chargeable garden waste collection service, however the garden waste may be collected at the same time as refuse and disposed of as refuse.

How you accept to these terms and conditions

You accept these terms and conditions on the date that we receive your payment for the Service. **You can, however, tell us within 14 days of the date we receive your payment that you do not want to receive the Service, in which case we will cancel your subscription.** There is more on this below.

How much is the Service?

- The Service costs £59 a year and is payable by you for each garden waste subscription to the Service.
- We review this charge every year, and we may increase or decrease the charge on 1st April each year.
- We may also vary the charge at any time. Whenever we vary our charges, however, we will give you plenty of notice, and you will have the right to cancel your subscription with us at any time before payment is due. If you did this, you would have to pay us for the cost of the garden waste bin you use for the Service unless we were able to recover it from your premises.

How the charge is calculated

- The charge for the Service is based on our providing customers with 23 garden waste collections over your subscription year, which starts when your payment is received and ends one year later.
- Additional subscriptions may be requested but the new subscription end date will match your current subscription end date. It's advisable to request multiple subscriptions when renewing the first subscription. If you would like an additional garden waste subscription, there are 2 options:

- a. Wait until your first bin is near the expiry date and sign up for all bins at the same time
 - b. Sign up through our website or Customer Services on 0300 131 6000
- Please note that option b, will mean you may not get a full year's service in the first year as we cannot pro-rata additional bin requests.

You have a legal right to change your mind

- **You have 14 days after the date you paid for the Service to change your mind, and to receive a refund of your payment less the reasonable cost of any Services you received within that 14 day period. After 14 days, your payment for the Service is non-refundable.**

If you do change your mind, call our Customer Service team on 0300 131 6000. Alternatively, fill in the online cancellation form at:

<https://www.buckinghamshire.gov.uk/waste-and-recycling/garden-waste/cancel-your-garden-waste-subscription/>

- We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We don't charge a fee for the refund.
- **If you do cancel your subscription, and we have supplied a garden waste bin to you for use with the Service, then you would have to pay us for the cost of the garden waste bin unless we can recover it from your premises.** You can contact our Customer Service team on 0300 131 6000 to arrange for your garden waste bin to be recovered by us.

Stickers for your garden waste bin

Your garden waste bin **must clearly display a valid subscription permit sticker from us showing your address. This sticker confirms you have paid for the Service and are entitled to have garden waste collected from your premises.** Your garden waste bin will not be emptied if you have not paid for the Service or if your garden waste bin does not display a subscription permit sticker. **If you have not paid for the Service, we may recover the garden waste bin from your premises or charge you the cost of the garden waste bin if recovery by us is not possible.**

Subscriptions cannot be transferred

You cannot transfer your subscription to another person, or to a property outside of Buckinghamshire.

If you move

- **If you move out of your premises and don't advise us you will still be responsible for the garden waste bin, should it become damaged, lost or stolen.**
- **If you move between addresses in Buckinghamshire area, please leave any garden waste bins at your old address and contact our Customer Service team on 0300 131 6000 to arrange the transfer of your subscription to your new address.**

When we will provide the Service

We will collect your garden waste on your allocated collection day every two weeks, unless we are prevented from doing so because of events that neither we nor you can control, such as very bad weather. If this happens, we will not have opportunity to return to your premises to empty your garden waste bin until your next scheduled collection. When waste collections must accommodate bank holidays, your garden waste collection will be re-scheduled.

When we can suspend the Service to you

We suspend the Service for 6 weeks during mid-December to late January. We publish the dates on which we suspend the Service on our website.

We can alter your collection day

We can alter your collection day if we think this is necessary, but if we do so we will publish your new collection day on our website.

When is your subscription renewed

- We will notify you in advance that your subscription is due for renewal, together with details of the subscription charge payable.
- **If you want the Service to continue, you must make payment to us no later than the renewal date** (and no earlier than two months before the renewal date).
- If you do not want to renew your subscription, please contact our Customer Service team on 0300 131 6000 to arrange for your garden waste bin to be recovered by us.
- **If your payment is not received on or prior to the renewal date, we will cancel your garden waste collection service and you will have to pay us for the cost of the garden waste bin unless we are able to recover it from your premises.**

More about your garden waste bin

- **Only garden waste bins issued by us (or our former local authorities) will be emptied** as part of the Service. These garden waste bins will remain our property at all times.
- **If you do not already have a garden waste bin issued by us, we will deliver a garden waste bin to you.** We will try to do this within 10 working days from the date we receive your payment for the Service, please allow the full 10 working days before contacting our Customer Service team on 0300 131 6000 to tell us that your garden waste bin has not been received.
- **If you have a bin and have not received your permit within 10 working days from the date we receive your payment, please contact us.** Please allow the full 10 working days before contacting our Customer Service team on 0300 131 6000 to tell us that your garden waste permit has not been received.
- **Please ensure your garden waste bin is presented with the permit clearly visible and the handles facing outwards on the day of collection.**
- **The lid on your garden waste bin must be shut flat when it is collected.** We will not empty your garden waste bin if the lid is not shut flat, nor will we collect additional garden waste placed around or beside your garden waste bin.
- **We will not empty your garden waste bin if it is overflowing or if it is overweight (over 50kg combined bin and load weight) and unsafe to move or if it cannot be placed safely on our lifting equipment.**
- **If your garden waste bin regularly overflows or is overweight, we may cancel the Service you receive. If this happens, we will not provide a refund of any payment you have made for the Service, and we may recover the garden waste bin from your premises or charge you the cost of the garden waste bin if recovery by us is not possible.**
- We will repair or replace your garden bin, but only if we think it is necessary because your garden waste bin is damaged through wear and tear, or it is damaged or lost by us, or it is stolen.

Where and when your garden waste bin should be available for our collection

- **Your garden waste bin must be presented at a safely accessible/clearly visible location at the boundary of your premises** and the public highway (or a private road which we service) without causing an obstruction to the pavement or highway. Your garden waste bin must be presented by 06:30am on the day of collection but no earlier than 5pm the previous evening.
- **If your garden waste bin is not available for collection by 06:30am on the day of collection, we will not return to your premises to empty your garden waste bin until your next scheduled collection, if you have presented it on time.**

- Your garden waste bin must be recovered to your premises as soon as possible after the collection has taken place.

Collect and return or Assisted collections

- **A collect and return service or assisted collection is available if you are physically unable to present garden waste bins for emptying, and there is nobody else living at the premises capable of moving the garden waste bin.** If this type of service is already in place for your general waste and recycling collection services, we will also arrange this service for collecting your garden waste where you have paid for the Service.
- You must leave your garden waste bin in the location you have agreed with us, and we will collect, empty and return the garden waste bin to the same location.

What we will and will not collect

- **We will collect** loose garden waste such as grass cuttings, tree and hedge clippings, weeds and plants, leaves, twigs and bark, dead flowers, cut flowers.
- **We will not collect** (nor will we remove from your garden waste bin) garden waste that has become stuck or frozen, or which consists in whole or in part of soil, stones, rubble, gravel, turf, large branches, noxious weeds, treated wood, fire cinders, ash, sawdust, vacuum dust, plastic flowerpots, trays or bags, plastic bags and liners, pet bedding and litter, animal droppings, shredded paper, cardboard, food waste, general rubbish. A list of acceptable and unacceptable items can be found on our website.
- **If you regularly place unacceptable waste in your garden bin, we may cancel the Service you receive. If this happens, we will not provide a refund of any payment you have made for the Service, and we may recover the garden waste bin from your premises or charge you the cost of the garden waste bin if recovery by us is not possible.**

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy notice at:

<https://www.buckinghamshire.gov.uk/your-council/privacy/privacy-policy/>

You have several options for resolving disputes with us

- Our complaints policy. Our Garden Waste Team (call our Customer Service team on 0300 131 6000) will do their best to resolve any problems you have with us or our Service as per our Complaints Policy at: <https://www.buckinghamshire.gov.uk/your-council/contact-and-complaints/feedback-compliments-and-complaints-policy/>
- You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

- **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.