

## Terms and Conditions for the Garden Waste Service

- 1) This agreement is made between the resident ('the Customer') and The London Borough of Bexley ('the Council') of Civic Offices, 2 Watling Street, Bexleyheath, Kent, DA6 7AT and sets out the terms and conditions under which the Customer may use the Council's garden waste fortnightly collection service ('the Service').
- 2) Collections for the Garden Waste Service will occur every two weeks, apart from the Christmas and New Year period when there will be 4 weeks between collections. 25 collections throughout the year will be provided unless circumstances beyond our control prevent collection. Details of the suspension dates over the Christmas/New Year period will be advertised on [www.bexley.gov.uk](http://www.bexley.gov.uk)
- 3) Customer subscriptions to the garden waste service last for 12 months. Your subscription will start 14 days after you sign up for the service. **Only Customers who have paid their subscription in advance are eligible to receive the Service.**
- 4) The subscription consists of an annual charge to the Customer of £38 which is valid until 31<sup>st</sup> March 2020 and there is a direct debit discount of £1.50 per bin per year. Subscription rates are reviewed annually, and any revised charge will apply to your next subscription renewal following the introduction of the new rates in April.
- 5) Any payments that are made late after the contract renewal date, including those which result in bin removals, will have the service restored back to the original renewal date. The Council reserves the right to charge £20 for the bin redelivery costs.
- 6) The Service will provide a 240-litre wheeled bin ('the Wheeled bin') to facilitate garden waste collections. Wheeled bins shall be kept on the premises stated when the Customer ordered the Service.
- 7) The container(s) remain the property of the Council at all times. If the bin becomes faulty it is the responsibility of the resident to report the fault to the Council who will provide a replacement. If the fault is due to misuse, then you may be charged for the supply of the new bin.
- 8) Residents who have larger gardens may subscribe to multiple Wheeled Bins, each payable at £35. Up to four additional bins can be applied for. The renewal date for all bins will be the date you originally set up your first subscription.
- 9) The Council will only collect garden waste that is presented in the designated paid for wheeled bins that are provided as part of the service. The Council will not collect garden waste presented in any other container(s).
- 10) Customers who move property within the Borough may take their garden waste subscription with them but **must** take their bin with them and notify the Council of their new address. If they do not take their bin with them they will be charged for a new subscription at their new address.
- 11) Garden waste can only be placed loose in the container. **No plastic or paper bags of any kind are to be placed in the container.**
- 12) Customers are required to present garden waste in their garden waste wheeled bin with the lid closed. By shutting the lid odours will be contained, and there will be less damage caused to lids whilst being mechanically emptied. Additional waste outside of the wheeled bin (side waste) will not be collected.
- 13) An assisted collection service is available for those residents eligible for an assisted waste and recycling collection. Please call the Contact Centre on 020 8303 7777 to arrange this.

- 14) Wheeled Bins containing unacceptable materials will not be collected. It is the responsibility of the householder to remove the items prior to the next collection. If a bin continues to contain unacceptable material the householder will be contacted by The London Borough of Bexley and offered advice on using this service. If this continues the bin will be removed and collections will cease without any refund.
- 15) Customers may use the Service for the collection of all items of household garden waste. See list of acceptable and unacceptable materials for this collection service shown below:

**Yes please**

- Hedge cuttings
- Grass cuttings
- Weeds
- Garden plants
- Flowers
- Dead leaves
- Twigs
- Fallen fruit

**No thank you**

- Food waste
- Plastic bags
- Manure and pet bedding
- Soil, stones, gravel and rubble
- Fences, MDF or treated wood
- Dog faeces
- Plastic plant pots
- Large branches or logs over 6cm

- 16) Your wheeled bin needs to be left on the front edge of your property (within 1 metre of your property boundary) for collection. If you do not have enough space at the front of your property your bins may be left on the pavement for collection if they do not cause an obstruction. They must be taken in again as soon as they are emptied and must not be left on the pavement at any other time.
- 17) All garden waste wheeled bins are to be put out at the boundary of your property by 6.45am. If your bin is not placed out on time it will not be collected until the next scheduled collection day.
- 18) The London Borough of Bexley reserves the right not to empty a bin that in its opinion poses a health and safety risk to operatives. This includes heavy bins which residents will be required to reduce the weight of before they are emptied. If bins continue to present a health and safety concern the householder will be contacted by The London Borough of Bexley and offered advice on using this service. If this continues the bin will be removed and collections will cease without any refund.
- 19) Collections are made on your allocated day but may be subject to change due to Public Holidays and exceptional circumstances. The London Borough of Bexley reserves the right to alter your collection day
- 20) If your collection is missed please report it online at [www.bexley.gov.uk/online](http://www.bexley.gov.uk/online) or via the Contact Centre on 020 8303 7777 and ask for garden waste.
- 21) Customers wishing to share a bin must register the membership to one property and the bin must be left outside this property for collection. Residents wishing to share a bin must make one payment for the whole cost of the membership.
- 22) Customers will be sent a membership renewal email/letter at least 6 weeks and then 2 weeks before the expiry of their current garden waste subscription. If the subscription is not renewed, then the London Borough of Bexley will remove the bin.
- 23) Customers must inform us if any of their contact details have changed to ensure that their record is correct.

- 24) Direct Debit Customers will have their payment date changed to match the same month as their service renewal where necessary to ensure that we receive the money for renewal when required.
- 25) Please note that at busy times if you choose to pay via a Council library, it can take up to 10 days to process your payment

### **Customers right to cancel the Service**

If purchasing the Service for the first time, the customer has 14 calendar days from the day after they sign up for a membership to cancel the Service **and receive a full refund**, notice of which must be made by going online at [www.bexley.gov.uk/gws](http://www.bexley.gov.uk/gws) or phoning the contact centre on 020 8303 7777.

You may leave the service at any time by notifying The London Borough of Bexley who will collect your empty bin **within 14 calendar days**. However, if you wish to cancel this contract outside of the 14 calendar days then unless we are in breach of any of its terms we have the right to retain all of the annual fee as a contribution towards any losses or costs that we incur as a result of your cancellation.

DD customers must cancel the service at least 7 days before your next payment is due to ensure that it is stopped in time.

**Your decision to cancel your existing service agreement will not affect your right to apply for a new service agreement in the future, however we reserve the right to charge £20 for the bin removal/delivery costs if you do so within a period of 6 months.**

### **GDPR Compliance Statement**

The information that you provide as a member of the Garden Waste Service will be collected by the Council as data controller in accordance with the General Data Protection Regulations. The purpose of collecting your information is to assist with the delivery of the Service and to inform you of other services provided by the Council.

Any personal information will be shared with the Council's contractor(s) in delivering the Service. The Council may be required to pass on the information you have provided to other bodies for administrative purposes and as required by law.

Your information will only be retained for as long as required for these purposes. By providing this information you are consenting to its use as detailed.

You can read more about the use of your personal information at <https://www.bexley.gov.uk/services/privacy-notice>.