

Garden Waste Collection Service
Service Standards / Terms and Conditions

The following areas define the expectations and limitations of the Garden Waste Collection Service in line with our [Refuse and Recycling Collections Policy](#)

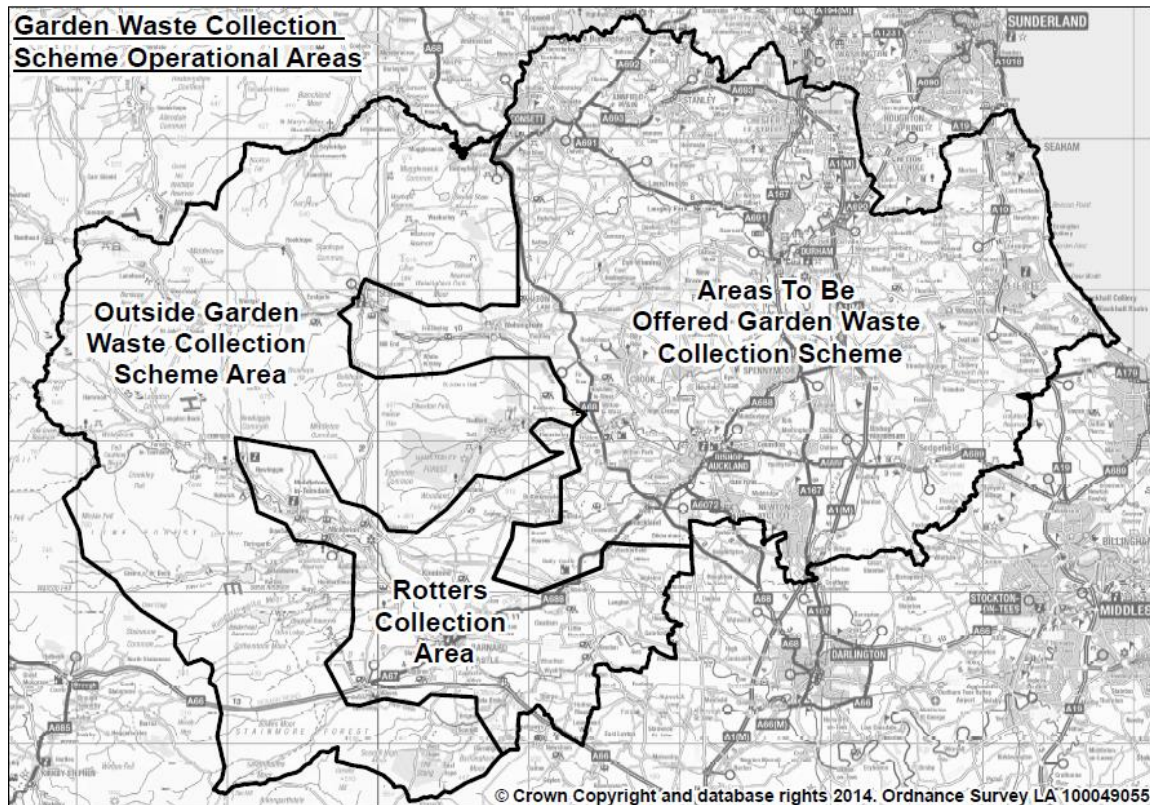
1. Service description
2. Service eligibility
3. Application process / payment
4. Refunds
5. Garden waste bins
6. Collection days
7. Presenting garden waste bins
8. Assisted collections (Help to put your bin out)
9. Appeals process
10. Missed garden waste bins
11. Moving house
12. What can be put in a garden waste bin? - Acceptable material, contamination and overweight garden waste bins
13. Your right to cancel the service
14. Statutory rights
15. Data protection statement
16. Variation of Terms

1. Service description

The garden waste collection service runs from April – November and is chargeable. The Council will carry out a maximum of 17 garden waste collections per household during this period, provided that residents have subscribed prior to 14 February 2019. A sticker and a garden waste bin will be provided, which will be emptied on a day specified by the Council once in every two weeks.

2. Service eligibility

Subject to the following points, the Council will offer its garden waste collection service to all households within the scheme area identified in the plan below. The service will not be offered to properties or service collection areas if it is not operationally practicable to do so within current resources.



- Each collection area/property must be easily accessible by a 26 tonne refuse collection vehicle. This includes being able to empty bins and manoeuvre the collection vehicle (turn round) easily and safely.
- The scheme is only available to those properties with gardens that lie within the identified scheme area.
- The garden waste bin must be stored within the boundaries of the property.
- Collections will only be offered to properties on either an adopted or planned adopted highway.

It should be noted that the above eligibility criteria apply to all properties including those properties that require an assisted collection.

3. Application process / payment

- a) Residents will be required to subscribe for the garden waste collection service on an annual basis. Discounts and incentives schemes may be offered to / or removed from residents at the Council's discretion and will be promoted by the Council.
- b) The Council reserves the right to refuse an application for the garden waste collection service based on the criteria for the scheme as described in clause 2.
- c) The payment for the collection service is per year per bin and the cost will be:
 - £35 in 2019 and 2020.
- d) Payment can be made by various methods including over the internet, over the telephone including by automated payment telephone line, Post Office & PayPoint, or by post.

- e) Residents can subscribe throughout the year until 2 September 2019, no subscriptions can be accepted after this date. Subscriptions after 14 February 2019, will receive remaining available collections for the period of the service.
- f) Upon receipt of payment the Council will issue a garden waste sticker and a garden waste bin within 10 working days.*

*(Exemptions to this clause apply during inclement weather, in cases of operational difficulty or any event of 'Force Majeure' and during the winter suspension period of December to March).

- g) The council reserves the right to vary the fee. Appropriate notice will be given prior to any alteration.
- h) The Council has a duty to keep records up to date therefore we require customers to notify us of any changes to their personal details.
- i) Residents can share a garden waste bin; however the Council accepts no responsibility for personal agreements made between neighbours. The subscription will need one name and address supplied when making the payment, the registered address will need to be written on the sticker which will be attached to the bin. The bin must be placed outside the property which is subscribed to the collection service.

4. Refunds

- a) Except where cancelled in accordance with clause 13, no refunds will be provided for cancellation of the service.
- b) If there is any misuse of the service or the garden waste bins for that household then the service may be cancelled by the Council; there will be no refund in these circumstances.
- c) If a collection has been missed by the Council, a repeat collection will be provided where possible, the Council will return and collect the garden waste within 3 working days, excluding Monday. There are no refunds of all or part fees for missed collections.
- d) No refunds will be provided for garden bins which are lost, damaged or stolen.

5. The garden waste bins

- a) The garden waste bin(s) is provided for use by householder(s), but remains the property of the Council. There is no limit to the number of garden waste bins that can be supplied per property.
- b) If requested, householders will be provided with additional garden waste bins at an additional cost of £20 for each bin plus the charge for the collection service per year.
- c) Where no garden waste collection service has previously been provided, householders will be issued with the first garden waste bin free of charge.
- d) Only garden waste bins supplied by the Council, will be emptied. Garden waste presented in any other container will not be collected.
- e) Requests for garden waste bins will be logged and issued by the Council within 10 working days*. (Exemptions to this clause apply during inclement weather,

in cases of operational difficulty or any event of 'Force Majeure' and during the winter suspension period of December to March).

- f) The garden waste bins will be supplied clean and in a useable condition. The registered person is responsible for the general condition and cleaning of the garden waste bin whilst in their possession.
- g) There will be a charge for replacement bin(s) if it has been damaged and cannot be repaired by the Council free of charge. There will also be a charge for replacement bin(s) if either lost or stolen. A wheeled bin lost/stolen will be subject to a £20 charge, subsequent bins lost/ stolen will be replaced free of charge by the Council within a rolling calendar year of the initial replacement.
- h) The Council will accept no liability for garden waste bins used for any other purpose other than for the collection of garden waste. Misused garden waste bins may be removed.
- i) The Council reserves the right to remove all garden waste bins that are not used for the garden waste collection service or if there is evidence of misuse.
- j) On payment of the annual subscription the Council will issue each householder with a bin sticker. Stickers issued by the Council for the garden waste collection service must be placed below the bin handle and are the responsibility of the householder. Garden waste bins must be presented with the sticker facing towards road / collection route.
- k) No service will be provided for garden waste bins not displaying a garden waste sticker and / or not recorded on the Council's Bartec system (electronic information recording system) for the corresponding year.

6. Collection days *

- a) Garden waste will be collected once every two weeks on a specified day. The Council reserves the right to alter the collection day, but will provide notice to subscribers of any changes.
- b) The service operates from Tuesday to Friday. Subscribers will be issued with collection details prior to the service starting showing the proposed dates for collection of the garden waste bin.
- c) The council reserves the right to alter the dates of the collection season or collection days. Appropriate notice will be given prior to any alteration.

*(Exemptions to these clauses apply during inclement weather, in cases of operational difficulty or any event of 'Force Majeure' and during the winter suspension period of December to March).

7. Presenting garden waste bins

- a) Garden waste bin(s) must be presented at the kerbside on the boundary of the property (identified by the postal address) by 7.00am on the day of collection. The garden waste bin(s) are to be placed at the same point as the residual and recycling collection service bin(s) for collection on their respective day of collection.
- b) All garden waste bins must be clearly visible from the road, without any obstructions, away from hedges and walls.

- c) After emptying, the garden waste bins will be returned to the boundary of the property. It is the resident's responsibility to ensure that the garden waste bins are brought back onto their property the same day.
- d) Properties that have an agreed special circumstances collection that has been arranged by the Council must place the garden waste bin at the agreed collection point by 7am on the specified collection day.

8. Assisted collections (help to put your bin out)

- a) An [assisted collection service](#) is available upon request for eligible households. If you already receive assisted collections and you are eligible for the Garden Waste Collection Service, it will automatically be arranged for your garden waste bin when you subscribe.

9. Appeals process

- a) You have the right to appeal to the Council if your property has been excluded from the scheme but you feel that your property is eligible based on the criteria outlined in clause 2 above.
- b) A review of all relevant information submitted will be undertaken by the Council but if the appeal is not upheld no further appeals may be submitted unless there has been a change in your circumstances.
- c) Residents, charities and community centres can appeal by going online and completing the online form or by contacting Customer Services.

N.B. The appeal should contain reasons why you feel your property meets the eligibility criteria set out in clause 2 together with any supporting information.

10. Missed garden waste bins

- a) Garden waste bins are to be presented for collection by 7.00am on the designated day of collection.
- b) If garden waste bins are not presented by 7.00am on the day of collection in the agreed location, garden waste bins cannot be reported as missed and will not be considered as a 'missed' collection. Responsibility for disposal of the garden waste will then become that of the householder.
- c) Garden waste bins not presented for collection at the time the bin crew arrive at the property will be recorded on the round sheet / electronic Bartec system, which will be submitted to the supervising officer and customer service team at the end of the working day.
- d) If a bin is recorded on the round sheet/Bartec system as 'not presented', responsibility for disposal will become that of the householder and the Council will not return to collect the garden waste.
- e) Should a missed collection be reported on the designated day of collection (subject to the record sheet/Bartec system not showing the bin as being 'not presented' for collection) where possible, the Council will return and collect the garden waste within 3 working days, excluding Monday.
- f) In the event of sustained adverse weather such as severe snow and ice the service may be suspended. Attempts will be made to return and empty the bin where practicable however collections cannot be guaranteed. There will be no refunds in any circumstances where collections do not take place.

- g) Where householders do not present their garden waste bin for collection in accordance with the Council's requirements, the householder will have the following options:
- take the garden waste to the Household Waste Recycling Centre;
 - store the garden waste until the next collection day;
 - contact the Council to arrange and pay for a bulky waste collection.
- h) All garden waste must be presented safely and suitably in the bin provided on the next collection day.

11. Moving house

- a) The scheme relates to a collection service from a particular property or household. The service is not transferable either within or outside of County Durham. The payment made is for the collection service at the property.
- b) If you move house, please leave the garden waste bin at the property.
- c) The Council has a duty to keep records up to date therefore we require customers to notify us of any changes to their personal details.

12. What can be put in your garden waste bin? - Acceptable material, contamination and overweight garden waste bins

- a) Only loose garden waste may be placed in the garden waste bin. Garden waste includes grass cuttings, flowers, small tree branches, loose leaves, shrub and hedge trimmings, but not large branches (greater than 7cm in diameter), and no turf, earth, soil, stones, gravel etc. The garden waste must not be placed in plastic bags or any other sort of packaging, as this affects the composting process and contaminates the resultant compost.
- b) Contaminated garden waste bins (i.e. bins containing incorrect materials) will not be emptied. If the bin is contaminated it is your responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, the Council may remove the bin without refund.
- c) Garden waste bins that are overflowing or overweight will not be emptied. A sticker will be placed on the bin by the crew to identify it as being overweight when they are either not able to move the garden waste bins, or the vehicle is not able to lift the bin to empty it. If the bin is too full or overweight, it is the householder's responsibility to remove the item(s) prior to the next collection. If the householder fails to do so we may remove the bin without refund.
- d) The bin lid must be closed when presented for collection.
- e) No side waste will be collected, i.e. no extra garden waste next to the bin or balanced on the lid.

13. Your right to cancel the service

- a) You have 14 working days from the date following payment to cancel the service. Requests to cancel the service must be in writing to:

Durham County Council
Business Support Services

Regeneration and Local Services
County Hall
Durham
DH1 5UQ

or by email to gardenwaste@durham.gov.uk referencing 'garden waste cancellation', the 8 digit customer reference number and the relevant contact details.

- b) Cancellations cannot be accepted by telephone.
- c) Your details will be retained for marketing purposes for the Council's waste related services for 1 year should you 'opt out' of the scheme.

14. Statutory Rights

- a) These terms and conditions of the garden waste collections service do not affect your statutory rights.

15. Privacy notice and data protection statement

a) What information we collect

We collect information about you when you subscribe to this service; the information collected is detailed below:

- Name
- Property address
- Email address
- Telephone number (landline and/or mobile)

The Council has a duty to keep records up to date therefore we require customers to notify us of any changes to their personal details.

b) How we will use this information

When you subscribe to the service, we collect information about you to allow us to provide the service and to allow us to contact you in relation to the renewal of your current subscription and customer feedback.

In the future we may need to contact you in relation to relevant service updates or subscribing to future schemes for example; mechanical failure with one vehicle. Therefore we would contact you via email as traditional mail would not be practical.

c) Your personal data

Your personal details will not be passed to any other organisation or third party. We may contact you regarding other waste related services or products offered by us that we feel may be of interest or to participate in customer satisfaction surveys.

If you wish to receive marketing information in relation to the Council's waste related services, you must 'opt in' upon subscription to the service. Your details will be retained for 4 years for marketing purposes. You can 'opt out' at any time should you wish to have your details removed by telephoning 03000 261000.

d) Further information

Information regarding the General Data Protection Regulation (GDPR) can be found on the Council website at www.durham.gov.uk/dataprivacy

16. Variation of Terms

- a) The Council reserves the right to vary these terms and conditions at any time and you will be notified of any changes.
- b) The Council reserves the right to withdraw its service at any time. The Council will give one month's written notice should the withdrawal be permanent. No refund will be issued and the bin will be removed.

Notes

*Exemptions to this clause apply during inclement weather, in cases of operational difficulty or any event of 'Force Majeure' and during the winter suspension period of December to March.

For the purposes of these terms and conditions "*Force Majeure*" means an event or circumstance which is beyond the reasonable control of the Council and shall include war, civil war, armed conflict or terrorism, strikes, lockouts or other industrial actions, riot, fire, flood and earthquake.