



# Terms and Conditions: Additional Garden Waste Subscription Service

## 1. Application

This agreement is made between the resident ('the customer') and Dacorum Borough Council ('the Council') of Dacorum Borough Council, Civic Centre, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1HH and sets out the terms and conditions under which the customer may use the Council's Additional Garden Waste Subscription Service ('the service') The Council may vary or change these terms and conditions at any time.

## 2. Services

2.1 The Council operates a chargeable collection service for additional green lidded bin(s) ("bin") for the collection of garden waste from households across the borough. Where the word 'bin' is used it shall include the plural and vice versa.

2.2 Additional garden waste collections will be collected fortnightly on your allocated day typically from March to November as per your Waste Collection Calendar (although this may change due to public Bank Holidays or exceptional circumstances).

The Council reserves the right to alter collections, if required, provided adequate notice is given to all householders using the service.

The service fee covers the loan of a 240 litre green-lidded bin in which only garden waste must be placed for collection.

The Council will not collect garden waste in a non-Council green-lidded bin.

The Council's collection crew will not empty a green-lidded bin that does not display a valid current subscription sticker on the lid of the bin applicable to your property. It is the responsibility of the customer to display the sticker on the green-lidded bin. If your sticker becomes detached or lost, then please email the Council at [r4d@dacorum.gov.uk](mailto:r4d@dacorum.gov.uk).

We will not return to collect any green-lidded bin which does not have a valid sticker on it.

The Council shall be under no obligation to provide a collection if:

- The bin is not presented on the boundary of your property by 6.45am on your allocated collection day.
- The bin's contents contain contamination (incorrect materials), overflowing or overweight (over 95kg). It will be the customer's responsibility to remove a portion of the contents before next collection. The Council will not be responsible for returning to collect the green-lidded bin before the next specified collection date.
- The bin is damaged and emptying it would pose a health and safety risk.
- There are non-compostable sacks placed in the bin.
- Side waste is presented, i.e. extra waste next to the bin or balanced on the lid.

2.3 If the bin is contaminated with materials that are not accepted in the garden waste service, it is your responsibility to remove the contamination before the next scheduled collection.

2.4 The Council has the right to remove a customer's bin if it is continually being contaminated with incorrect materials. In these circumstances, no refund will be given. As such the customer will have to re-apply and pay for the service again.

2.5 The customer will be responsible for not overfilling the green-lidded bin and making it too heavy for the bin lift (more

than 95kg). Should the green-lidded bin actually break on the bin lift, due to it being too heavy, the Council will reserve the right to recharge for a replacement. The Council will endeavour to deliver the replacement green-lidded bin as quickly as possible, after payment is received.

2.6 It is the customer's responsibility to return the bin within the property boundary as soon as possible after collection (it is an offence to obstruct the highway).

2.7 Missed collections must be reported within 48 hours for the Council to investigate if the missed collection was justified or non-justified. If the missed bin was due to error or fault of the Council we will return to empty the bin within two working days

2.8 We do not give refunds for missing a green-lidded bin, being unable to collect a bin for access issues, or due to frozen contents.

2.9 Residents that receive an assisted collection for their refuse and recycling will be eligible for an assisted collection for their garden waste.

### **3. Subscription fee**

3.1 The fees are set out on the Council's website and will be reviewed annually.

3.2 Customers are required to renew the service every year at least one month in advance of March to ensure that the green-lidded bins are ready to be emptied

for the new garden waste collection season.

3.3 The Council will endeavour to supply the service (including delivery of additional bins and/or the subscription stickers) to you within 10 working days after your online payment on the Dacorum Borough Council website has been processed and payment is received. Within this time period you will be provided with additional bins with the subscription stickers already affixed on the bin lids. If you are already in possession of bins and you buy the subscriptions, we will post subscription stickers with a unique serial number and it must be displayed on the lid of your green-lidded bins for collection purposes. Failure to display the subscription sticker on the bin lid could result in your bin not being collected.

3.4 The Council shall not be obligated to refund any amount paid where you have failed to present your green-lidded bin on your allocated collection day.

3.5 The payment for additional green-lidded bins and the subscription fee is non-refundable in cases where, for example, you have chosen to cancel the service part way through the year.

3.6 If there is evidence of misuse of the service or the green-lidded bin by you, then the service may be cancelled. There will be no refund in these circumstances.

#### **4. Bin delivery and bin**

4.1 The bin remains the property of the Council at all times.

4.2 The Council's delivery of the additional bin may be affected by adverse weather, exceptional circumstances, stock shortage, and operational reasons. In these circumstances the Council will deliver the bin as soon as practically possible.

4.3 The bin should stay at the premises stated on the application unless you move properties within the Dacorum borough or unless removed by the Council.

4.4 In the event of the bin being lost, stolen or damaged you may be required to pay to the Council the costs of an equivalent replacement bin and its delivery unless the Council has damaged the bin during the collection (subject to clause 2.5).

4.5 Where the Council has damaged the bin during the collection of the garden waste you will need to inform the Council within 48 hours to ensure a repair free of charge. We will endeavour to repair or deliver a bin within 10 working days.

## **5. Moving home**

5.1 You must inform the Council of any change in address to:

- Enable the Council to amend your application details and deliver the service to this address, if you remain in an eligible property/ boundary in the Dacorum Borough. It is your responsibility to take your additional green-lidded bins with you.
- Cancel the service if you no longer be a resident in an eligible property and/or live with the borough of Dacorum.