

Garden Waste Terms and Conditions 2024

This agreement is made between the householder ("You" or "Your") and Gloucester City Council ("the Council") and sets out the terms and conditions under which You may use the Council's Garden Waste Subscription fortnightly collection service ("the Service"). By Your payment for the Service, you are agreeing to adhere to these Terms & Conditions

1. Use of Garden Waste Bin

1. The subscription period will run for at least 10 months from 1 February to 30 November. Garden waste will be collected fortnightly during the subscription period. Payment does not guarantee a certain amount of collections.
 2. A garden waste subscription sticker will be issued for each bin subscription. You must affix the sticker to the correct location which is the back of the garden waste bin; the area underneath the pulling handles. If you fail to place your sticker in this correct location, your bin may not be emptied. If your sticker is placed anywhere on the bin other than the correct location and the bin is not emptied the crew will not return to empty the bin. You must remove any old subscription stickers before fixing the new sticker in the correct location. Garden waste bins presented without a valid subscription sticker in the correct location will not be emptied. A new sticker will be produced each subscription period. Stickers will be sent upon receipt of payment.
 3. Photocopied and/or laminated stickers will not be accepted as proof of taking part in the scheme. Garden waste bins presented with photocopied and/or laminated stickers will not be collected.
 4. Garden waste bins presented with a sticker that does not match the property address will not be collected.
 5. The Council's responsibility for the issue of stickers is limited to posting to the address they have been given and not ensuring receipt. You will be responsible for ensuring that a valid sticker is fixed to the bin or notifying us if you do not receive the sticker. Crews will not empty bins without a valid subscription sticker, if you have not received your sticker, you must contact the Council. Where replacement subscription stickers are requested an administration fee for sending an additional sticker may be charged.
 6. The address printed on the sticker must match the address the bin is presented at for collection. If the address on the sticker is different the bin will not be collected.
 7. You will be responsible for the cost of replacement for any loss or damage to the garden waste bin other than that caused by the emptying process.
 8. You must only put loose garden waste in the bin. Waste in bags of any kind, placed in the garden waste bin will not be collected. A current list of the items the Council considers garden waste can be found on the Council's website. Bins that are too heavy for the mechanical lift will not be collected or emptied if collection operatives consider there is a risk of injury to operatives or damage to the bin, mechanical lift or other collection equipment. It will be Your responsibility to present the bin in a manageable condition on the next scheduled collection day.
 9. All garden waste must be contained within the garden waste bin(s) provided. Any garden waste not contained in a garden waste bin will not be collected. Additional garden waste bins can be supplied at an additional cost.
 10. Due to the mechanical methods used to empty garden waste bins, the lid must be firmly closed. The Council reserves the right to suspend or cancel the service if You fail to put the garden waste bin(s) out with the lid(s) closed.
 11. The garden waste bin must be left at the boundary of Your property, adjacent to the public highway, or at a collection point agreed by the Council, by 7am on the day of collection only, as collection times may vary.
 12. If the Council is unable to collect a garden waste bin due to blocked or obstructed access, they will make one further attempt at a time convenient to the Council. If they cannot gain access the collection crew will not return until the next scheduled collection day and no additional garden waste will be collected. Refunds will not be given if collections have not been completed due to access issues.
 13. If the garden waste bin(s) is/are not presented as prescribed the collection crew will not return until the next scheduled collection day.
 14. Missed collections must be reported to the Council within 1 working day of the normal collection day.
 15. The Council will make every effort to maintain collections during adverse weather conditions. However, the Council reserves the right to suspend or delay collections without refund in exceptional circumstances.
 16. Except as set out in clause 15, should collections be missed due to circumstances beyond the Council's control, every effort will be made to arrange an alternative collection. However, the Council shall have no liability to You if it is unable to provide such alternative collection.
 17. If a bin is not fully emptied by the mechanical bin lift, due to compacted waste, including frozen waste, there will be no return visit until the next collection day and no refund will be payable.
 18. You shall be responsible for maintaining the cleanliness of the garden waste bin(s).
 19. The Council will regularly check the benefits register to ensure any relevant concession still applies to You.
 20. The Council reserves the right to change Your collection day subject to providing You with written notification.
 21. The Council reserves the right to withdraw or not provide the Service if Your property is unsuitable for wheeled garden waste bin collections.
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22. If our property is no longer suitable for a wheeled garden waste bin collection, the Council reserves the right to change the collection point, prior to any decision to withdraw the service entirely as mentioned in clause 21.
23. If the garden waste bin(s) is/are contaminated with other household waste, the garden waste bin(s) will be rejected for collection and tagged. You will need to remove the unacceptable material before Your next scheduled collection day.
24. The garden waste bin remains the property of the Council. The security of the garden waste bin(s) remains Your responsibility. If you move home You cannot take the garden waste bin or subscription with You and no refund will be given. If You move within the City boundary and require a subscription at Your new address You will have to sign up and pay for a new subscription.
25. Should You fail to comply with the terms and conditions of this agreement the Council has the right to withdraw the Service with immediate effect and no repayment of the subscription will be payable.
26. You have a 14-day cooling off period starting from the date of this agreement. During this time, You may contact the Council to cancel the Service, by telephone to request a cancellation form, or by any other clear statement (e.g. email) setting out the decision to cancel the contract. In the event of cancellation under this clause you will receive a full refund of the Charges paid by you.
27. If you pay by direct debit, You have a 14 day cooling off period from the date the Council publishes or notifies You of a change to the Charges. During this time, You may contact the Council to cancel the Service, by telephone to request a cancellation form, or by any other clear statement (e.g. email) setting out the decision to cancel the contract. In the event of cancellation under this clause you will receive a full refund of the Charges paid by you.
28. After the expiry of the cooling off period described in clause 26 or clause 27 this agreement shall continue in force until either:
 - (a) You inform the Council in writing that You no longer wish to receive the Service;
 - (b) You cancel the direct debit payment for the Service (outside of the cooling off period);
 - (c) The Council withdraws the Service for any breaches of this agreement; or
 - (d) The subscription period ends (non-direct debit payers only)and in each case there shall be no refund of any Charges already paid by You for the Service in which the agreement ends.

2. Charges

1. The Service is, subject to clause 21, available to all residences in the City of Gloucester ("the City") at a cost of £50 per garden waste bin per subscription period or £29 per garden waste bin per subscription period for housing benefit and council tax support recipients ("the Charges") subject to the provisions of this Clause 2. There will be no discounted rates for subscriptions that are taken out within the subscription period.
2. Charges are set annually from the 1 April each year to take effect from the following 1 February. If you pay by direct debit, You will be notified of any price increase before the next renewal date.
3. When You sign up to the Service, it will take 2 weeks to process your application. Your bin should be emptied on your next scheduled collection day after this 2week period providing a valid sticker is correctly displayed. Properties that do not already have a garden waste bin will receive a bin within 10 working days.
4. You will be notified of the payment due date on your invoice if you pay by direct debit.

3. Fair Processing Notice

How we will use your information:

The information that You provide will be processed in accordance with the provisions of all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

The Council has a duty to protect the public funds it administers and may use information held about You for the prevention and detection of fraud and other lawful purposes. The Council will also use the information for the purpose of performing any of its statutory enforcement duties. It will make any disclosures required by law and may also share this information with other bodies responsible for detecting / preventing fraud or auditing / administering public funds. We will not disclose your personal information to third parties for marketing purposes.

The Council may pass on the information You have provided to third parties that provided services on behalf of the Council, other local authorities or government bodies for administrative or service provision purposes and as required by law. The information will only be used for specific purposes for which it was provided or where allowed by law. The Council is a 'Controller' for the purposes of the Data Protection Act 2018.

For further information about the waste and recycling services call 01452 396 396, go to - www.gloucester.gov.uk or email heretohelp@gloucester.gov.uk

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