

Garden Waste Terms and Conditions 2021 – 2022

This agreement is made between the householder (“You”) 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”).

The Service is, subject to clause 20, available to all residences in the City of Gloucester (“the City”) at a cost of £44 per garden waste bin per year or £26 per bin per year for housing benefit and council tax support recipients (subject to the provisions of Clause 1 – Charges)

Use of Garden Waste Bin

1. The Service subscription runs for 12 months from 1 February to 31 January each year. Garden waste will be collected fortnightly all year round with the exception of two weeks over the Christmas and New Year Period.
2. A garden waste subscription sticker will be issued for each bin subscription. The sticker must be affixed to the back of the garden waste bin; the area underneath the pulling handles, alternatively affix to the outside of the lid. Please remove any old subscription stickers where possible before placing the new sticker. Garden waste bins presented without a valid subscription sticker will not be emptied. A new sticker will be produced each subscription year. Stickers will be sent upon receipt of payment or notification of change of address.
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. Where replacement subscription stickers are requested an administration fee for sending an additional sticker may be charged, other than in the case of a replacement sticker supplied in the event of a change of address.
6. 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.
7. Only garden waste that is not contained in bags of any kind may be disposed of. 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.
8. 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.
9. 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.
10. 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.
11. If the Council is unable to collect a garden waste bin due to blocked or obstructed access, the collection crew will not return until the next scheduled collection day.
12. If the garden waste bin(s) is/are not presented as prescribed the collection crew will not return until the next scheduled collection day.
13. Missed collections must be reported to the Council within 1 working day of the normal collection day.
14. 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.
15. Except as set out in clause 13, 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.
16. 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.
17. You shall be responsible for maintaining the cleanliness of the garden waste bin(s).
18. The Council will regularly check the benefits register to ensure any relevant concession still applies to You.
19. The Council reserves the right to change Your collection day subject to providing You with written notification.
20. The Council reserves the right not to provide the Service if Your property is unsuitable for wheeled garden waste bin collections.
21. 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.
22. The security of the garden waste bin(s) remains Your responsibility. If You move home within the City, it is your

responsibility to move the garden waste bin to your new property and notify the Council of the change of address. If You move home outside of the City You must notify the Council who will arrange to collect the garden waste bin(s). Refunds will not be given if You move out of the City boundary and no longer use the Garden Waste Service provided by the Council.

23. The garden waste bin remains the property of the Council.
24. 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.
25. 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, using either the model cancellation form attached, or by any other clear statement (e.g. a letter sent by post, fax or 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.
26. After the expiry of the cooling off period described in clause 23 this agreement shall continue in force until:
 - (a) You inform the Council in writing that You no longer wish to receive the Service;
 - (b) You notify the Council of a change of address to a property outside the City in accordance with clause 20;
 - (c) You cancel Direct Debit payment of the charges for the Service;
 - (d) The Council withdraws the Service in accordance with clause 22;and in each case there shall be no refund of any charges already paid by You for the Service Year in which the agreement ends.
27. By your payment for the Service, you are agreeing to adhere to these Terms & Conditions

Charges

1. The Service Year will run for 12 months from 1 February to 31 January each year. Customers who sign up to the Service part way through the Service Year will pay the full charge (£44 per garden waste bin per year or £26 per bin per year for housing benefit and council tax support recipients) for the period to 31 January.
2. Charges are set annually from the 1 April each year to take effect from the 1 February and You will be notified of any price increase before the next renewal date.
3. Any outstanding charges or unpaid invoices will result in the Service being withdrawn.
4. 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 2-week 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.
5. You will be notified of the payment due date on your invoice if you pay by Direct Debit.

Fair Processing Notice

How we will use your information:

The information that You provide will be processed in accordance with the provisions of the Data Protection Act 2018 and relevant legislation. 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