

## Garden Waste Collection Service Terms and Conditions



**Bournemouth Borough Council ('the Council') offers an optional, chargeable fortnightly collection of household garden waste to Bournemouth residents ('the Service'). These terms and conditions formalise the arrangement between the Council and you (the 'Customer'), in regards to the Service.**

### Service

1. The Service is provided fortnightly from 12<sup>th</sup> February 2018 up to and including 14<sup>th</sup> December 2018.
2. The Council reserves the right to change the Customers fortnightly scheduled collection day for operational reasons. The Council will notify the Customer of any changes in advance.
3. Customers in houses or flat blocks of four or less units may pay to receive one, two or three wheeled bins ('bin') to use for the Service. Customers in flat blocks of five or more will be allocated shared bins following a site visit and agreement from the managing agent or committee. Bins are provided for use by the Customer but remain the property of the Council.
4. After subscribing, the Customer will receive their collection calendar by post or by email.
5. Customer must register before the 14<sup>th</sup> January 2018 to receive collections from the start of the Service.
6. Registrations are open throughout the year. Customers registering before the 14<sup>th</sup> of each subsequent month will receive their first collection during the first two weeks of the following month; registration after the 14<sup>th</sup> of each subsequent month will receive their first collection the month after the next.
7. A Customer in a house or flat block of four or less may have a maximum of three 140 litre bins at their property. Each bin will be charged at the rate displayed on the Council's website.
8. Bins should be presented for collection on the kerbside at the boundary of the property, adjacent to the public road (adopted highway), unless otherwise agreed with the Council.
9. Bins must be presented for collection by 5am on the day of collection. If bins are not presented by this time, the Council will not return to collect them until the next scheduled collection day.
10. After the bins have been emptied, they will be returned to the place from which they were collected. It is the Customer's responsibility to take their bin(s) back within the boundary of their property.
11. Where a bin(s) has been presented correctly but has been genuinely missed by the crew, the Customer should report it to the Council by using the Report it function for [Missed Bins](#) on the Council's website. The Customer will be offered either:
  - (a) two compostable liners for additional garden waste to be collected on the next scheduled collection; or
  - (b) a return collection within two working days of the missed collection being reported.
12. If access to the bin(s) for the collection vehicle or crew is blocked, the Council will make every effort to return once access becomes available. In exceptional circumstances, if a collection vehicle is repeatedly restricted from accessing bins, customers may be asked to take their bin(s) to an agreed collection point.

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13. In exceptional weather conditions, particularly snow and ice, the Service may be suspended temporarily for safety reasons until conditions improve enough to allow collections to be carried out safely. During cold spells, the contents of the bin(s) may freeze, preventing the Council from fully emptying the bin(s) without damaging them. It may not be possible to fully empty bin(s) until the next scheduled collection day when conditions have improved. Information about changes to services as a result of winter weather will be kept up to date on the website.
14. No refunds will be provided in the event that collections cannot be carried out for reasons beyond the control of the Council.
15. An assisted collection for the Service can be provided where a customer is physically unable to move their bin(s) and where there is no one else who can move them on their behalf. If this service is already in place for refuse and recycling bins, it will automatically be arranged for this Service.
16. The Service applies to domestic households only. If a garden waste service is required as a result of a commercial activity, the customer should contact the [Council's Commercial Waste Team](#) to discuss arrangements.

### Use of Bin(s)

17. Bin(s) provided for the Service remain the property of the Council at all times.
18. All garden waste must be put in the bin(s) loose. No bags or liners (including compostable liners) should be placed inside the bin(s).
19. Only bin(s) supplied by the Council will be emptied. No other bins, bags, boxes or loose waste will be collected.
20. Bins that are overflowing or too heavy for the crew or collection vehicle to handle will not be collected. Bins must be presented with closed lids. If waste is too compacted and will not come out of the bin when tipped, it will be left in the bin and it will be the Customer's responsibility to remove the waste before the next scheduled collection.
21. Where authorised compostable garden waste sacks are provided as an alternative to a missed collection, the Customer should present the sacks for collection with the tops folded or tied.
22. The following garden waste material can be placed loose in the bin(s): grass cuttings; hedge and shrub cuttings; plants and non-invasive weeds; small branches with a diameter of less than 15cm; bark; cut flowers and houseplants; leaves and twigs.
23. The following materials cannot be placed in the bin(s): any non-organic waste; plant pots; seed trays; branches with a diameter of more than 15cm; logs; tree stumps; invasive weeds (e.g. Japanese Knotweed, Ragwort); soil; bricks; rubble; waste resulting from commercial activity; liquids; paint; oil; plastics, such as compost bags; ashes; animal faeces; animal bedding.
24. Contaminated bins (containing incorrect material) will not be emptied. If incorrect materials are found in the bin(s), the Customer will be informed and it is their responsibility to remove the item(s) of contamination prior to the next collection.
25. If a bin is regularly contaminated and advice has been offered by the Council, the Council reserves the right to remove the bin(s) and cease the Service. No refunds will be provided if the Service is removed due to persistent contamination.

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26. Customers are responsible for keeping the bin(s) safe and clean, and reporting any damaged, lost or stolen bin(s) by using the “Report It” function for [Replacement Bins](#) on the Council’s website. The Council reserves the right to make a charge to replace any bins damaged because of misuse by the Customer or general wear and tear. The Customer will be charged a replacement fee of £43 per bin.
27. The Council will replace bins that are damaged by Council operatives during the collection process, free of charge.
28. If a Customer genuinely believes that their bin(s) has been stolen, they must report it to the Council by using the “Report It” function for [Replacement Bins](#) on the Council’s website. The Council reserves the right to remove any bin(s) that are identified as unauthorised or have previously been reported as lost or stolen from another address.
29. Customers use the bin(s) at their own risk.

### Charges

30. Customers who subscribe to the Service will be charged an annual fee as set out on [www.bournemouth.gov.uk/gardenwaste](http://www.bournemouth.gov.uk/gardenwaste). No discount is offered for Customers who register after the Service has begun. The cost of the Service will be reviewed and set each year by the Council.
31. The cost of the Service is non-refundable. However, customers have the right to cancel within 14 days of subscription and receive a full refund. Refunds will be issued within 28 working days of cancellation.
32. Customers can subscribe to the Service online [www.bournemouth.gov.uk/gardenwaste](http://www.bournemouth.gov.uk/gardenwaste) or by calling 01202 451199 at any point during the year. Card payments for the Service will be taken at the point of subscription. Accepted methods of payment are by valid debit or credit card (excluding American Express). A third-party company will process debit and credit card payments. Online and telephone payments are processed via the Councils merchant bank, GlobalPay. Once payment has been received from a new customer, the Council will deliver the bin(s) during the month preceding commencement of the Service and provide a collection calendar by post or email.
33. Customers moving to a property within the Borough of Bournemouth must take their bin(s) to their new address. The Customer should notify the Council within 3 working days of their moving date. The Customer will receive details of their new collection day within 20 working days of notifying the Council. No refunds will be provided for any gap in the service. Failure to notify the Council of the move will mean that the bin(s) will not be collected at the new address.

### Cancellation of the Service

34. If a Customer does not renew their Service, the Council will arrange for the bin(s) to be taken away.
35. If a Customer wishes to discontinue the Service or is moving to a property outside of the Borough of Bournemouth, they must contact the Council to cancel the Service and arrange for the removal of the bin(s).
36. No refunds or part-refunds will be made when cancelling the Service.

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### Data Protection Statement

37. The information you provide will be used by the Council to assist with the delivery of the Service and to inform you of other services provided by the Council. Your information will only be retained for as long as required for these purposes.
38. By providing this information you are consenting to its use as detailed.
39. You can read more about the use of your personal information at <http://www.bournemouth.gov.uk/Privacy/PrivacyStatement.aspx>