

## Garden Waste Collection Terms and Conditions

These terms and conditions apply to all customers of our garden waste collection service. As a customer they set out your responsibility for placing the correct waste in your bin, for not overloading your bin and for presenting your bin at the edge of your property on your collection days.

### 1. Service description

The service runs from 1 April 2020 to 31 March 2021, with 25 fortnightly collections throughout the year. There will be no collections between 19 December 2020 and 3 January 2021. Collections will resume on 4 January 2021.

The council now provides new customers 240 litre wheeled bins or disposable sacks (sacks are only for those in specific properties with no frontage) which are emptied on a day specified by the Council, once every two weeks. Existing customers with 360 litre or 140 litre bins are able to renew this service with the same bin.

### 2. Payment

The charges for the garden waste collection service are:

Description	Online discounted rate (before 1 April 2020)	Direct Debit discounted rate (before 24 February 2020 – for new customers)	Standard rate (from 1 April 2020)
Sacks (qualifying properties only)	£47.50	£47.50	£52.50
140 litre bin (small, for customers who already have 140 litre bin only)	£42.50	£42.50	£47.50
240 litre bin (standard)	£45.00	£45.00	£50.00
360 litre bin (large, for customers who already have 360 litre bin only)	£65.00	£65.00	£70.00
Bin change (only charged if bin size is changed)	£10		

A £10 charge is payable if a customer requests a change of bin. Current customers signed-up by Direct Debit who wish to change or add a bin will need to call us on 023 8083 3005.

Online discounted price: to claim a discount, payments by credit or debit card must be made online before 1 April 2020. If the service is not renewed before 1 April 202 your garden waste bin will no longer be emptied, even if the garden waste bin is placed out for collection.

If you are a new customer and wish to subscribe to the service and pay by annual direct debit then you must subscribe no later than the 24 February 2020

If the service is not renewed by 1 May 2020, the bin(s) will be removed from your property. The bin must be accessible from the front of your property so the crew can retrieve the bin.

Accepted methods of payment and locations are listed in the table below:

<b>Location</b>	<b>Facility</b>	<b>Payment Method</b>
<b>Online</b> ( <a href="http://www.southampton.gov.uk/garden">www.southampton.gov.uk/garden</a> )	New, renew or add bins	Debit or credit card
<b>Online Direct Debit</b> ( <a href="http://www.southampton.gov.uk/garden">www.southampton.gov.uk/garden</a> )	New, renew or add bins	Direct Debit
<b>Telephone</b> (023 8083 3005)	New, renew or add bins	Debit or credit card
<b>Cash Office (open Monday to Friday 10am to 2pm)</b> (Gateway, One Guildhall Square, Southampton, SO14 7FP)	Renew existing bin only	Cards, cheques or cash
<b>Cheques</b> (Send to: Garden Waste Service, City Depot and Recycling Park, First Avenue, Southampton, SO15 0LJ)	Renew existing bin only	Cheques payable to Southampton City Council

This year, garden waste customers will again have the option to sign up for the half-year subscription in August. The cost of this is 50% less than the normal rate - so the cost for a 240L standard sized bin (usually £50) will be £25 as long you sign up between Monday 17 August and December.

### **3. Refunds**

In line with the Distance Selling Regulations, customers have seven working days from receipt of these terms and conditions to request cancellation of this service. See section 12 below.

There are no refunds or part refunds for the cancellation or suspension of the service, part way through the year.

Subject to section 8 below, if a collection has been missed by the council for any reason, replacement collections will be provided as soon as reasonably practicable in the circumstances; there are no refunds or part fees for missed collections.

#### **4. The waste containers**

Garden waste wheeled bins are provided for use by customers but remain the property of the council. A maximum of three garden waste bins can be ordered and supplied to each property, as long as the customer has sufficient space to store the bins off the pavement. Each bin will be charged at the appropriate rate detailed in section 2

Only garden waste wheeled bins (or disposable sacks where applicable) supplied by the council, will be emptied. Garden waste presented in any other container will not be collected.

Customers who are eligible for a disposable bag service are able to put more than one bag out at a time (up to a maximum of four). Customers will be issued with 50 bags for the year and will not be able to purchase any additional bags during the year.

The bins will be supplied in a clean, useable condition. The customer is responsible for the general condition and cleaning of the garden waste bin whilst in their possession.

Once presented for collection, if the bin goes missing or is damaged, the council will investigate and will replace or repair the bin within seven working days of the customer reporting it.

The council will not accept liability for bins used for any other purpose other than for the collection of garden waste.

The council reserves the right to cancel the service in accordance with section 13, if there is evidence of bin misuse.

#### **5. Collection Days**

Garden waste will be collected every two weeks on a specified day. The council reserves the right to alter the collection day, but will provide adequate notice to customers of any changes (e.g. public holidays, industrial action). The service operates from Monday to Friday. Online collection calendars will be visible to existing customers who have renewed before the 1 April 2020. New customers will be available to view the online calendars for garden waste collections following delivery of the new bin.

#### **6. Presenting Bins**

Bins must be presented at the boundary of the property by 6.30am on the day of collection.

Collections will be made between 6.30am and 4pm on the specified collection day.

After emptying, the bins will be returned to the boundary of the property. It is the customer's responsibility to ensure the bins are brought back onto their property on the same day of collection.

If you fail to return the bin to your property by the end of the collection day without reasonable excuse, we may take enforcement action in line with the Managing the Local Environment Policy.

## **7. Assisted collections**

An assisted collection service is available for residents who are physically unable to manage the garden waste wheeled bin *and* only where there is nobody else living at the premises capable of moving the bins. Where this service is already in place for refuse and recycling bins, it will automatically be arranged for the garden waste bin.

New applications for an assisted collection can be made [online](#), by calling us on 023 8083 3005 or by emailing [garden.waste@southampton.gov.uk](mailto:garden.waste@southampton.gov.uk). A member of the waste management team will contact you to determine eligibility for an assisted collection.

## **8. Missed collections**

Where a bin has been presented correctly and been missed by the council and reported by the customer, the council will look to return as soon as possible following it being reported, or as soon as is reasonably practicable after the circumstances preventing the collection of the bin have resolved.

Missed collections should be reported by completing the [missed bin collection form](#) or by contacting us on 023 8083 3005 or [garden.waste@southampton.gov.uk](mailto:garden.waste@southampton.gov.uk)

Where a bin has not been presented correctly or within the specified collection times, the council will not return to empty the bin.

## **9. Moving house**

Customers who move house within the Southampton City Council area may transfer the service to the new address as long as the bin is transported by the customer.

The change of address must be notified to the service by emailing [garden.waste@southampton.gov.uk](mailto:garden.waste@southampton.gov.uk)

You can also let us know by writing to us at: Garden Waste Service, City Depot and Recycling Park, First Avenue, Southampton, SO15 0LJ.

Where a customer moves outside the city boundary, the wheeled bin must be left at the property. There are no refunds for the cancellation of the service and the wheeled bin remains the property of Southampton City Council. The bin left at the property may be used by the new occupier until the end of the year, when the service will need to be renewed by the new occupier for collections to continue.

## **10. Acceptable material, contamination and overweight bins**

Only garden waste may be placed in the garden waste wheeled bin. Garden waste includes grass cuttings, hedge and shrub clippings, plants and weeds, leaves, twigs and bark, cut flowers, windfalls (fallen fruit) and branches up to 7.5 centimetres in diameter.

The garden waste must not be placed in plastic bags as this affects the composting process.

Contaminated bins (i.e. bins containing incorrect materials such as plastic, food or kitchen waste, soil, turf, ash, stones, rubble, timber and animal waste) will not be emptied. If the bin is contaminated it is the customer's responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, the council reserves the right to cancel the service in accordance with section 13.

Bins that are overflowing or too heavy will not be emptied. A sticker will be placed on the bin by the crew to identify the problem. This may occur when crews are unable to move the bins, or if the vehicle is unable to safely lift the bin and empty it. If the bin is too full or too heavy it is the customer's responsibility to remove item(s) prior to the next collection. Failure to comply may lead to the service being cancelled by Southampton City Council in accordance with section 13.

The bin lid must be closed at the time of collection.

No side waste will be collected. Side waste is any waste presented that is not contained within the closed garden waste bin or garden waste sack.

## **11. Bin misuse**

The council will accept no liability for bins used for any other purpose other than for the collection of garden waste. Customers use the garden waste bins at their own risk.

Evidence of misuse of the garden waste bins will result in the removal of the bin and cancellation of the service in accordance with section 13.

## **12. Your right to cancel the service**

You have seven working days (not including Saturdays, Sundays or public holidays) from receipt of these terms and conditions to cancel the service. Requests to cancel the service must be made in writing to Garden Waste Service, City Depot and Recycling Park, First Avenue, Southampton SO15 0LJ or by email to [garden.waste@southampton.gov.uk](mailto:garden.waste@southampton.gov.uk)

Cancellations will not be accepted over the telephone.

## **13. Cancellation of the service by Southampton City Council**

If the customer contravenes these terms and conditions, then the service may be cancelled by the council. In such circumstances there will be no refunds for all or part fees for the remainder of the service period and the bin will be removed.

#### **14. Statutory rights**

These terms and conditions of the Garden Waste Collections Service do not affect your statutory rights.

#### **15. Data Protection statement**

Southampton City Council is collecting this information in order to perform this service or function, and if further information is needed in order to do so, you may be contacted using the details provided.

In performing this service, the council may share your information with other organisations or departments, but only when it is satisfied that it is necessary to perform a public task, or to exercise its statutory duties to do so.

The council may also share your personal information for the purposes of the prevention, investigation, detection, or prosecution of criminal offences, but will not share your personal information, or use it for this, or any other purpose, unless provided for by law. More detailed information about the council's handling of your personal data can be found in its privacy policy, available online (<http://www.southampton.gov.uk/privacy>), or on request.

#### **16. Direct Debits**

Please note this is an annual Direct Debit for the full amount and not a monthly Direct Debit.

The following guarantee is applicable to all Direct Debits set up to pay the Garden Waste Collection subscription:

##### ***The Direct Debit Guarantee***



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Southampton City Council will notify you at least 3 working days in advance of your account being debited or as otherwise agreed. If you request Southampton City Council to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Southampton City Council or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when Southampton City Council asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



All Direct Debit correspondence will be sent by email, therefore a valid email address is required.

Direct Debit payments for existing customers will be taken one week from the 1 April 2020. If you wish to cancel your existing Direct Debit you will need to contact your bank.

New Direct Debit customers will need to sign-up by 23:59 on Monday 24 February and will receive the discounted price. Direct Debit payments for new customers will be taken one week from the 1 April 2020.

Existing Direct Debit customers who wish to change or add a bin will need to call us on 023 8083 3005 to make changes to their subscription.