

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 2022 to 31 March 2023, with 25 fortnightly collections throughout the year.

The service will be suspended for two weeks after Christmas 2022, dates for the suspension will be confirmed nearer the time.

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 2022)	Direct Debit discounted rate (before 25 February 2022 – for new customers)	Standard rate (from 1 April 2022)
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

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 2022. If the service is not renewed before 1 May 2022 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 25 February 2022

If the service is not renewed by 1 May 2022, 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:

Location	Facility	Payment Method
Online (www.southampton.gov.uk/garden)	New, renew or add bins	Debit or credit card
Online Direct Debit (www.southampton.gov.uk/garden)	New, renew or add bins	Direct Debit
Telephone (023 8083 3005)	New, renew or add bins	Debit or credit card
Cheques Data Management Team Payments Southampton City Council One Guildhall Square Ground Floor SO14 7FP	Renew existing bin only	Cheques payable to Southampton City Council

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 13 below.

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

Subject to section 9 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 as quickly as possible.

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 14, if there is evidence of bin misuse.

5. Existing Customers

If you are an existing customer with a 140l or 360l container the following will apply in the case of a damaged or missing bin.

If you currently have a 140l (small) bin that goes missing or is damaged, you will be issued with a replacement 240l container and will incur no further charge for collection for the current year. You will be charged at the renewal price for a 240l bin for all subsequent years.

If you currently have a 360l (large) bin that goes missing or is damaged, you will be issued with two replacement 240l containers. You will incur no further charge for collection for the current year. You will be charged at the renewal price for each 240l bin for all subsequent years.

6. 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 2022. New customers will be available to view the online calendars for garden waste collections following delivery of the new bin.

7. 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.

8. 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](#) or by calling us on 023 8083 3005. A member of the waste management team will contact you to determine eligibility for an assisted collection.

9. 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.

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

10. 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 **in writing** by emailing 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.

11. 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 and will result in the bin not being emptied.

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 14.

Bins that are overflowing or too heavy will not be emptied. Where possible a tag 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 14.

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.

12. 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 14.

13. 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

Cancellations will not be accepted over the telephone.

14. 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.

15. Statutory rights

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

16. 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.

17. 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 e-mail; therefore, a valid email address is required.

Direct Debit payments for existing customers will be taken one week from the 1 April 2022. 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 Friday 25 February 2022 and will receive the discounted price. Direct Debit payments for new customers will be taken one week from the 1 April 2022.

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 before 16:30 on Friday 25 February 2022.