

## **Garden Waste Collection Service**

### **Terms and Conditions**

1. This agreement is made between the resident ('the Customer') and East Staffordshire Borough Council ('the Council') and sets out the terms and conditions under which the Customer will use and receive the Council's chargeable garden waste collection service ('the Service').

### **The Subscription**

2. The Service will run from January to December of each calendar year and will cost £40 per subscription (reduced to £35 for those who sign up prior to 31 January 2025). Where the Customer pays for a subscription part way through the year, the subscription will start within seven (7) days (one week) after the Customer has paid for the subscription and shall end on 31st December of the same calendar year. Those households in receipt of an income replacement benefit such as the full rate of Universal Credit, ESA Income related or Pension Credit Guarantee, or another income related benefit that is paid due to no earned income may qualify for 50% discount on this charge.
3. Collections of garden waste will operate fortnightly with a break period during winter due to the reduced amount of garden waste collected. For 2025, the service will start week commencing 27<sup>th</sup> January 2025 and finish week commencing 8<sup>th</sup> December 2025. This will provide each subscriber with a maximum total of twenty-three (23) annual collections.
4. Customer subscriptions are renewable annually and only customers who have paid for their subscription in advance are eligible to receive the garden waste collection service.
5. The subscription consists of an annual charge to the Customer which is set by the Council for the period January to December each year. The cost of the Service is determined by the Council on an annual basis. The whole cost will apply to any subscription purchased by a customer during the calendar year with a subscription end date of December 31st. Any resident subscribing during December of any calendar year (unless for the next calendar year) will be advised that selected collections are suspended during part of December and January.
6. A Customer moving house within East Staffordshire may take their subscription with them to their new address, free of charge. However, the Customer must inform East Staffordshire Borough Council of their new address as soon as possible so that a new permit can be sent to their new address and their previous permit removed (unless the incoming resident chooses to become a customer where a new subscription may be payable). Where a customer moves house outside of East Staffordshire, no refund will be available for any subscription that has been paid for that calendar year.
7. Where a customer moves house and does not wish to retain their subscription, they will be allowed to gift the remainder of their subscription to any incoming resident of the property for the subscription remainder period only. The incoming resident will be required to adhere to this set of Terms and Conditions.

8. All current subscribed Customers will receive an annual email or text message reminder of when they are able to renew their subscription for the next calendar year.

### **Containers (Brown Wheelie Bins)**

9. The garden waste collection service will require Customers to use their existing brown wheelie bins. Most households have been issued with a standard 240 litre sized bin. Some may have a smaller 140 litre bin; these were issued to households who considered they may have struggled to manoeuvre the larger bin. The subscription fee will be the same for either size of bin. Regardless of the size of any household (and subsequent garden areas), East Staffordshire Borough Council will only provide a 140 litre or 240 litre brown wheelie bin. Residents who have larger garden areas and who wish to purchase additional containers can do so on the basis that the subscription charge applies to each individual container (i.e. one container equals one subscription charge, two containers equals two subscription charges and so on). Any customer who currently has more than one container for their garden waste collection will have to purchase a subscription for each container if they wish for all containers to continue to be collected. The maximum number of containers that will be issued to any single property is three.
10. Responsibility for the container rests with the Customer and shall be stored at the property stated when the Customer ordered the Service. It may only be removed from the property with the prior written permission of the Council. The container shall remain with the property in the event of the Customer moving home and there will be no refund payable to the Customer who has moved from that property if they choose not to continue receiving the Service. Containers are registered to the property and not to the Customer. The container remains the property of the Council at all times.
11. The Council accepts no liability for the container if used for any purpose other than the collection of household garden waste or for the loss of any materials which have been placed in the container for disposal or otherwise. A container used for any other purpose may be removed by the Council if advice or warnings are ignored or not adhered to.
12. The Council reserves the right to stop taking orders for the garden waste service at any time within the Service year.
13. Where a resident chooses not to subscribe to the garden waste collection service, the garden waste container will not be collected by the Council and must remain at the property for any future usage for the collection of garden waste. If a resident chooses to dispose of the garden waste container they must do so at their own expense and be mindful that they may be charged for any replacement garden waste container if there is a future requirement.
14. For clarity, East Staffordshire Borough Council will only supply 140 litre and 240 litre brown wheelie bins for the garden waste collection service. If a resident/customer wishes to exchange an existing 140 litre brown container for a 240 litre brown container, this will be supplied on the condition that the request equates to the correct number of subscriptions to the property.

15. Where a bin cannot be emptied in full due to inclement cold weather, the Council will not return to empty the contents of the frozen bin. To avoid this it is recommended that residents check their container lid on the morning of their collection, to ensure the lid opens freely, and check that the contents are not frozen inside of the bin as this can prevent the contents from being emptied.

### **Refunds**

16. Refunds for the Service will only be considered where there has been a complete service failure as detailed below.
- a) If the Council fails to deliver a container within 6-weeks of the date on which the Customer should have received their first collection in any calendar year; or
  - b) If the Council fails to replace a garden waste container within 6 weeks of the date on which the Council reported that they had damaged a bin; or
  - c) If the Council fails to rectify a reported missed collection of garden waste on three consecutive cycles. The Customer must report a missed collection on each occasion by contacting the Contact Centre on 0800 269098 or by using our Online Form at [Report a missed bin collection | East Staffordshire Borough Council \(eaststaffsbc.gov.uk\)](https://www.eaststaffsbc.gov.uk/report-a-missed-bin-collection)
  - d) If the Customer changes their mind within 14 days of purchasing a garden waste collection service subscription as per the statutory cancellation period of Consumer Contract Regulations.
17. For the avoidance of doubt, in the event that the Customer independently arranges for collection of garden waste where there have been missed collections, the Council will not be responsible for paying any third-party costs or any costs incurred by the Customer.
18. In the event that the Customer does not use the Service for any part of the subscription year for whatever reason, including, but not limited to, death, being away on holiday or being away from home for whatever reason, the Customer will not receive a refund for that period. Refunds for the service will only be considered in accordance with clause 16 (a) – (d).
19. If a refund event under clause 16 occurs, the Customer shall make a claim within 3-months from the end date of the annual subscription being 31st December. For the avoidance of doubt the final date to make a claim for a refund will be 31st March of the following year. Any claims made after the stated period will not be considered.

### **Presentation of Containers for Collection**

20. The Customer accepts that:
- a) They may only use the designated containers (brown wheelie bins) provided by the Council for the collection of garden waste. The container must be displayed and presented for collection once a fortnight by 6.30am on the specified day of collection at a point where the boundary of the property meets the public highway. This should be the same location point as for the

Customers blue and grey bins, unless a prior arrangement for an assisted collection has been agreed with the Council. The container must be retrieved by the Customer as soon as possible after collection. If a Customer is already receiving assisted collections and subscribes to the garden waste service, these assisted collections will continue;

- b) The container must display the permit sticker that is issued by the Council upon payment of the annual charge. It is the responsibility of the Customer to display the permit on the brown wheelie bin. The permit must be displayed on the rear side of the bin, underneath the handle. This will signify the bin is eligible for collection. On collection day, the bin must be presented with the permit visible to the collection crew from the roadside;
  - c) Permits will be sent out annually to Customers who have subscribed to the Service. The Customer will stick these to their container (as described in Clause 20b). Annual permits will be a different colour to the previous year to provide proof of eligibility.
  - d) The container shall not be left in the middle of a pavement where it may cause an obstruction to pedestrians or at the kerbside of the pavement where it may cause an obstruction to road users. It must be presented in accordance with the provisions stated at clause 20 (a) of these terms and conditions.
21. If a container is not presented in accordance with clause 20 above on the Customer's allocated day for collection, the container cannot be reported as missed and will not be considered a missed collection for the purpose of clause 16.
22. The permit is non-transferable and cannot be shared with anyone in the event the Customer decides not to continue to use the Service after subscribing.

### **Accepted Waste and Compliance**

23. Customers may use the Service for the collection of all items of household garden waste. No trade waste is permitted. Any waste or material not specified on the Council's website or in the information provided when a subscription is purchased will be deemed as non-permitted waste. The Customer is not permitted to use the Service for the collection of non-permitted waste. If non-permitted waste is presented for collection using the Service, the entire bin will not be collected. The Customer is then required to remove the non-permitted waste before the bin will be collected on the next scheduled collection day.
24. If, at any given property, persistent non-compliance in accordance with these terms and conditions occurs (e.g. repeated instances of attempts to use the Service for the collection of non-permitted waste), the Council will, if necessary, consider withdrawing the Service to such customers without any refund.
25. The lid of the brown wheelie bin must be fully closed when presented for collection. The Council reserves the right not to empty a bin if the lid is not fully closed as this may cause damage to the lid whilst being mechanically emptied. The garden waste inside the bin must not be compacted so densely that it is unable to be emptied. If the waste is compacted too densely, the Council reserves the right not to empty it. If the householder fails to comply with the requirements contained in this clause,

the Council reserves the right to remove the container and cancel the Service to the Customer, without a refund.

26. The Council reserves the right not to empty any container that, in its reasonable opinion, poses a health and safety risk to operatives (e.g. the container is filled to such a weight as to make the moving or emptying process hazardous to operatives), and may require the Customer to take steps to reduce the risk to operatives before any further attempt to empty the container or collect the garden waste is undertaken.
27. The Council reserves the right to alter the collection day and will endeavour to provide adequate notice to householders that would be affected by the alteration of their scheduled collection day. The Council shall use reasonable endeavours to complete its performance of the Service in the times agreed. Time will not be of the essence in the performance of the Service.

### **Lost or Damaged Containers**

28. The Council reserves the right to charge the Customer for a replacement container in the event of any loss (including theft) or damage to the container. Such charge will include the cost of the container, delivery and admin costs arising from any such loss, theft or damage.
29. Should a container be damaged through any fault made by the Council, it will be replaced by the Council at the Council's expense.
30. If the Customer decides not to pay for a replacement container they will be unable to present garden waste for collection and by default, choose to opt out of the Service. They will not, however, receive a refund as per clause 16 (a) - (d).

### **Events Beyond the Councils Control**

31. The Council will not be responsible for any failure to perform or delay in performance of any of its obligations under these terms and conditions which is caused by an "Event Beyond the Council's Control." If such an event affects the Council's ability to deliver the Service, it will resume normal Service as soon as reasonably practicable after the event no longer prevents Service delivery.
32. "Events Beyond the Council's Control" means any act or event beyond the Council's reasonable control, including without limitation, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, extreme weather or other natural disaster, power failure, technological failure including internet service provider failure, breakdown in machinery/collection vehicles, strikes or other industrial action. For the avoidance of doubt, this includes snow and ice conditions making the use of the public highway hazardous to waste collection vehicles and its operatives.
33. The Council will not be liable for any loss of profit or any direct or indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Council's employees, contractors, agents or otherwise) in connection with its provision of the Service or the performance of any of its other obligations under these terms and conditions or with the use by the Customer of the Service supplied whether as a result of breach of contract, breach of statutory duty, tort (including

negligence), personal injury due to slips or trips arising from the container or its contents being presented by the Customer in an unsafe manner or otherwise howsoever arising.

### **Sub-Contracting**

34. The Council shall be free to subcontract the provision of the Service (or any part thereof).

### **Customers Right to Cancel**

35. If purchasing the Service for the first time, the Customer has 14 calendar days from the day after the date the Customer pays for the subscription to cancel the Service (Clause 16d), notice of which must be made in writing by email to:

[environment@eaststaffsbc.gov.uk](mailto:environment@eaststaffsbc.gov.uk)

or by telephoning East Staffordshire Borough Council on 0800 269098

36. If the Customer is renewing the Service, the Customer has 14 calendar days from the day after they pay for the Service to cancel it, notice of which must be made in writing by email to:

[environment@eaststaffsbc.gov.uk](mailto:environment@eaststaffsbc.gov.uk)

or by telephoning East Staffordshire Borough Council at 0800 269098

37. The Customer has the option to cancel their subscription to the Service at any time during the calendar year. However, the Customer will not be entitled to a refund or part refund for the cancellation of the Service outside of the fourteen calendar days stipulated in clause 36 and clause 37.

38. The Council reserves the right to vary the subscription charges and any of these terms and conditions at any time giving reasonable notice.

### **Contact Us**

39. To contact the Council in respect of any queries, issues or complaints relating to this Service, please visit our website at:

[www.eaststaffsbc.gov.uk](http://www.eaststaffsbc.gov.uk)

or telephone 0800 269098

or email: [environment@eaststaffsbc.gov.uk](mailto:environment@eaststaffsbc.gov.uk)

### **Data Protection**

40. When the Customer signs up to the garden waste collection service the Customer will be asked to provide their name, address, email address and telephone number. The customer's data will be stored securely in line with the Data Protection Act 2018. The Council will use customer's data to notify the Customer about renewing the garden waste subscription at the end of each scheme year and other important Council services information. The Council may also use the details to contact the Customer about service issues, such as service delays, or cancellations due to inclement weather. In order to facilitate the service, the Council will share with its Permit Supplier the Customer's address and the number

of subscriptions purchased. For further details, please refer to the privacy notice issued to you as the Customer.

### **Privacy Notice**

41. East Staffordshire Borough Council will process any personal data in accordance with the Councils corporate policy.
42. No information as to the use of the Service by any household or property owner is, or will be collected, retained or processed, other than in respect of account management.

### **About the data you will provide in this form**

You will be asked to enter your name, address and contact details as part of this online form. This is classed as your personal data. We will use the data that you provide to help us deliver a garden waste collection service to you.

### **How we will use your data**

The law allows us to use your personal data to enter into a contract with you to provide a garden waste collection service, to deliver the contract/service after you have signed up and to send relevant service messages to you.

### **Will we share your data?**

The data you provide in the form will be stored in our internal system. Our waste and recycling team and our customer services team will have access to the data you provide to deliver the service you have asked for and respond to any queries that you may have. In order to facilitate the service, we will share with our Permit Supplier, your address and the number of subscriptions purchased. It may also be shared with our health and safety, insurance, legal and finance teams and any other Council department as necessary in connection with our lawful basis or as required by law.

### **How long will we store your data?**

We will keep your personal data for as long as is necessary to deliver the service you have asked for, and for up to seven years after the end of the subscription year. After this time it will be deleted from our systems. If you have set up an account, your data will be stored until you ask us to close-down your account on your behalf.

### **Your rights in brief**

You have the following rights: a right of access to your information, a right to correct inaccurate information, a right to restrict our processing of your data, and a right to have your personal data erased. If you wish to exercise any of these rights, please contact our data protection officer at [DataProtectionOfficer@eaststaffsbc.gov.uk](mailto:DataProtectionOfficer@eaststaffsbc.gov.uk) Please note that the council will not be able to provide the service to you if your data is erased.

### **Who is the data controller?**

East Staffordshire Borough Council, Town Hall, King Edward Place, Burton upon Trent DE14 2EB is the data controller.

**Any questions or concerns?**

If you have any questions or concerns, please email our data protection officer at [DataProtectionOfficer@eaststaffsbc.gov.uk](mailto:DataProtectionOfficer@eaststaffsbc.gov.uk) in the first instance. If, after contacting the Data Protection Officer, you still have concerns about the way we have processed your personal data, please contact the Information Commissioner's Office (ICO): Wycliffe