

# Thurrock Council

## Garden Waste Subscription Service

### Terms and Conditions

#### 1. The service basics

- 1.1. This agreement is made between the resident ('the subscriber') and Thurrock Council, New Road, Grays, RM17 6SL ('Council') and sets out the terms and conditions under which the subscriber may use the Council's garden waste bin collection service ('the subscription service').
- 1.2. The service is only available to domestic premises located in the borough of Thurrock; properties categorised as a residential property within Thurrock's local land property gazetteer (LLPG).
- 1.3. \*The 'subscriber' is the resident of the property for which the service is provided. The subscriber has the authority to transfer the subscription (see 5.8 and 5.9), report a missed collection and make requests for replacement permits or containers as per the requirements of their subscription.
- 1.4. \*The 'payee' is the person who pays for the service. The payee has the authority to request a refund during the cooling-off period (see section 5) or query payments relating to the subscription.  
  
\*The service offers an on behalf of, option, allowing someone else who does not reside at the property to sign up and pay for the service on behalf of the subscriber, so the subscriber and payee can be a different customer.
- 1.5. The payment for the service is in advance annually, to be paid in full for a fortnightly service and only the subscriber who has paid their 'subscription' (as the payee) in advance is eligible to receive the Council's Garden waste collection service from their residential property.
- 1.6. A 'subscription' year operates for 46 weeks annually running from the first Monday in February of the calendar year. Irrespective of the time of the year the subscription is created (payment is received in full), all subscriptions will end at the same time. Subscriptions do not run on a rolling 12-month basis from the point at which they are created. The Council reserves the right to change the subscription period, to change the start date or to extend the end date. Suitable notification will be provided in advance of any changes to the subscription period.
- 1.7. Containers / permits must be registered to only one address and presented for collection at the boundary of that address as per the Council's collection policy.
- 1.8. A fixed subscription price per annum for the first container for each household and any subsequent container will also be charged in line with the Council's agreed fees and charges.
- 1.9. The cost of the service is determined by the Council on an annual basis. subscribers will be informed of any change to their annual subscription prior to residents being able to resubscribe.

- 1.10. The cost of the service includes the delivery of a Council issued garden waste container (where applicable, when one is not already been stored at the property) and the required permit.
- 1.11. If the container used to deliver the service is stolen or damaged as per Council policy for the replacement of damaged and lost wheeled bins, a charge may be incurred to provide a replacement garden waste container.
- 1.12. The Council may charge for a replacement container(s) if it is deemed the damage to the container(s) is caused by incorrect storage, use or deliberate causation.
- 1.13. A maximum of 10 bins (each bin incurs an additional cost) can be included in a single subscription.

## **2. Start of the service and bin delivery**

- 2.1. Subscribers will not be delivered a new garden waste brown wheeled container if the property has already been issued one. Where new containers are required, the subscriber can request additional 240-litre brown wheeled containers from the Council at no additional cost. This may take up to 10 working days to be delivered and may be from refurbished stock.
- 2.2. The subscriber cannot supply their own container. Only containers supplied by and deemed owned by the Council that are clearly displaying the correct permit sticker will be emptied.
- 2.3. The Council will aim to deliver a permit sticker within 10 working days from the date of receiving a new fully paid subscription request. Instructions will be included with the permit of how to add this to your container to ensure collection.
- 2.4. The permit sticker must always remain stuck to the container. If the subscriber removes the permit, the container(s) will not be emptied. More than one annual replacement request for a replacement permit will be deemed as unreasonable and result in an administration fee being charged for a replacement.
- 2.5. The payee must pay in full before they are permitted to receive the service.

## **3. The service and presentation of the container(s)**

- 3.1. Collections will take place on a fortnightly basis. The Council cannot guarantee that garden waste collections will occur on the subscriber's standard refuse and recycling collection day. The Council will notify the subscriber of their garden waste collection day and provide suitable notification of any changes to their collection schedule. The exact time of collection will not be provided on the day of collection.
- 3.2. On collection day as per Council policy the container should be presented at the boundary of the property by 6am to ensure collection. The container should be returned to the subscriber's property as soon as possible after collection.
- 3.3. The container(s) shall not be presented in such a way as to cause an obstruction to pedestrians or at the kerbside of the pavement where they may cause an obstruction to road users. Where there is limited room the container(s) should be left just inside the subscriber's property, boundary for collection.

- 3.4. Failure to present the container in time for collection as per the Council's collection policy, may result in a missed collection and the container will not be emptied until the next scheduled collection date.
- 3.5. Only containers supplied by the Council and clearly displaying the correct annual permit sticker will be emptied. Containers displaying a damaged or defaced permit may not be collected.
- 3.6. Containers displaying a permit sticker with a different address to where the container has been presented will be removed without warning.
- 3.7. An assisted collection service for garden waste is available at no additional cost for those residents deemed eligible to receive the service and have signed up to receive an assisted waste collection, providing it is practicable to do so on the day of the scheduled collection.
- 3.8. Collections may be changed due to bank holidays, seasonal holidays, and some unforeseen circumstances. Residents will be informed of all collection changes via [www.thurrock.gov.uk/bindays](http://www.thurrock.gov.uk/bindays)
- 3.9. The Council reserves the right to defer or suspend the service in exceptional circumstances (e.g., industrial action, riot, terrorist attack, war, fire, adverse weather conditions). No refunds will be payable in these circumstances and the Council will use reasonable endeavours to collect the subscribers garden waste as soon as possible.
- 3.10. Subject to condition 3.9, if the Council misses a collection when a bin has been presented correctly, the Council on notification, will return to empty the container within two working days of notification. The Council will not issue refunds for missed collections, as per the Council's collection policy.
- 3.11. If the Council misses a collection and the subscriber independently arranges for collection of the garden waste, the Council will not be liable for any costs incurred, or damages as a result of third-party involvement.
- 3.12. Only loose garden waste, as listed in the current acceptance list ([www.thurrock.gov.uk/bins](http://www.thurrock.gov.uk/bins)) may be placed in the garden waste container. The garden waste must not be placed in plastic bags or any other sort of packaging. Non-acceptable items affect the composting process and contaminates the resultant compost.
- 3.13. All garden waste must be contained within the container provided with a shut lid. An overfilled container will not be collected, and the Council will not issue refunds for non-collection.
- 3.14. Garden waste containers contaminated with items not listed in the Council's acceptance list ([www.thurrock.gov.uk/bins](http://www.thurrock.gov.uk/bins)) will not be collected. Once the subscriber has removed the non-permitted items, the container will be emptied on the next scheduled collection and not before.
- 3.15. If containers are regularly contaminated, the subscriber will be warned about the identified issues. If contamination issues persist the collection service will be withdrawn from that property, without a refund being issued.
- 3.16. Properties with restricted access may not be suitable to receive the service. Upon assessment of your property, if it is deemed not suitable you will be advised of other options available, and a full refund will be issued.

- 3.17. Containers too heavy for safe handling or unsafe for the lift mechanism on the collection vehicle will not be emptied. Once the subscriber has removed the excess items the container will be emptied on the next scheduled collection.
- 3.18. The Council accepts no liability for any damage caused in performing the service or due to improper use of the container.

## **4. Subscriber obligations**

- 4.1. After collection the subscriber must return the container(s) to the subscriber's property at the earliest opportunity.
- 4.2. The subscriber is responsible for the safe and secure storage of the container(s) on the subscriber's property at all times.
- 4.3. The subscriber is responsible for the general condition and cleaning of the garden waste container whilst in their possession.
- 4.4. The container(s) must not be defaced, damaged, or inscribed in any way.
- 4.5. Subscribers must not use the garden waste container(s) for any other use, except for the collection of garden waste. They must not be used for commercial gain.

## **5. Cooling-off period / complaints / cancellation / moving property**

- 5.1. Any changes to a subscription must be made by the payee of the service, this includes changes to the subscription's details such as the contact details used for renewal or a request to cancel the service.
- 5.2. The subscriber is entitled to a refund within 14 days (the cooling-off period, which starts the day after the customer subscribes) of subscribing to the service. Should part or all, of the service be cancelled when requesting a refund, the Council will need to verify that the permit has been defaced or removed and, where applicable the bin will be collected before a refund is awarded.
- 5.3. Refunds requested during the cooling-off period must be requested by the payee and verified by the Council. The refund will only be issued once any container delivered as part of the subscription, and all associated permits have been collected by the Council. The service will aim to collect the container(s) / permit(s), if applicable within 10 working days.
- 5.4. If a permitted container is to be collected as part of processing a refund request, the container must be empty and accessible for collection by the crew.
- 5.5. After 14 days, from the day after the customer subscribed, the service can be cancelled but no refund will be issued even if the container is yet to be used. The container may still be collected from the subscriber. As per the Council's complaints processes refunds can be issued after the 14-day cooling-off period, on a case-by-case basis following a formal investigation as the result of a customer's complaint about the quality of the service received.

- 5.6. The payee can only request the cancellation of the service following verification of the subscription's details. If a refund is requested as part of the cancellation process it can be declined if it is deemed the customer is not eligible for a refund, but the service will still be cancelled as per the customer's request. If a refund is not requested as part of a request to cancel the service a payee can cancel their subscription service at any time during the subscription period.
- 5.7. In the event that the subscriber 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 subscriber will not receive a refund for that period of non-use.
- 5.8. The service is non-transferable from one subscriber to another.
- 5.9. On moving address within the borough of Thurrock the service can be transferred to the new address if the new address is located within the borough, and the new address is eligible to receive the service. The subscriber should inform the Council of the previous and new address alongside verification of their subscription details, plus whether they require new garden waste wheeled container(s) to be delivered to their new address. New permits will be issued for each container included in the customers subscription. The subscriber must leave all waste and recycling containers at their previous address.
- 5.10. No refund is offered if the subscription is cancelled due to the subscriber moving property unless it is in the 14-day cooling-off period.
- 5.11. Any complaints relating to the service received will be managed via the Council's existing Complaints processes.

## **6. Renewal of Annual Subscription**

- 6.1. There are no automatic renewals. The subscriber is required to action the renewal if they wish to continue receiving the service at the end of their annual subscription period.
- 6.2. After renewing the service, the permit may take up to 10 working days to be delivered. If a new permit has not been received within 10 working days of renewal, the Council should be informed at the earliest opportunity.
- 6.3. Only containers displaying the correct year's permit sticker will be emptied.
- 6.4. Subscribers will only receive collections upon renewing their subscription once the new year's permit has been received and attached to the containers(s).

## **7. Subscriber data**

- 7.1. The information provided by the subscriber / payee will be held and processed by Thurrock Council (see the Council's privacy notice for details [www.thurrock.gov.uk/privacy](http://www.thurrock.gov.uk/privacy)). Information provided will be shared with other Council departments. Information will be held and disposed of in line with the Council's General Data Protection Regulations (GDPR), document retention and disposal guidance.

## 8. Other

- 8.1. The Council reserves the right to vary these terms and conditions. The subscriber will be notified of any proposed changes within one month of any changes being implemented.
- 8.2. For anything else, please go to [www.thurrock.gov.uk/gardenbins](http://www.thurrock.gov.uk/gardenbins)