

Daventry District Council Garden Waste Service – Terms and Conditions

1. Introduction

- 1.1 In this document “we”, “us” and “our” mean Daventry District Council (and includes other organisations working on our behalf, such as Daventry Norse), and “you” means the person who has asked or agreed to receive the garden waste service.
- 1.2 These are the terms and conditions of the agreement between us and you for the provision of the garden waste service.
- 1.3 The headings in this document are for ease of reading only and have no legal effect.

2. What the service covers

- 2.1 The garden waste service is a service provided by us to households. Non-domestic waste, such as that from businesses, cannot be part of the service. (If you are a business which needs garden waste collection service, please contact us to discuss our trade waste services.)
- 2.2 We will collect garden waste from you normally once every two weeks. There will normally be a gap at Christmas and New Year, meaning that we would normally aim to collect garden waste from you 25 times each year.

3. Subscribing

- 3.1 Each subscription will start on the first Monday in June and run until the day before this the following year. This is called the subscription period.
- 3.2 The charge for each subscription period will be published on the Council’s website. There are no discounts or concessions, and there is no discount for joining the service part way through a subscription period.
- 3.3 The subscription charge is for each garden waste bin you would like to be emptied.
- 3.4 Payment for each subscription period must be made before the service will be provided.
- 3.5 Payments can be made via direct debit or with most valid debit or credit cards. You can either pay online at www.daventrydc.gov.uk/gardenwaste or by telephoning 0345 218 5215.
- 3.6 If you wish to leave the service at any time please contact us at www.daventrydc.gov.uk/gardenwaste or by telephoning 0345 218 5215. No refunds will be given for leaving the service.
- 3.7 If you move to an address within Daventry District (or anywhere else we have decided to provide this service) you may transfer your subscription to the new address and take the bin we have provided with you. You must give us at least 14 days’ notice, by telephoning 0345 218 5215.

4. Bins and stickers

- 4.1 If you do not already have a garden waste bin at your property, we will provide one for you to use. The garden waste bin will continue to belong to us at all times.
- 4.2 Normally the bin will be 240 litres in size (the same as most wheelie bins), but if you would like a smaller bin (140 litres) please let us know. We will normally be able to provide one. There will be no reduction in the subscription charge should you choose to have a smaller bin.
- 4.3 If you cease to subscribe to the garden waste service or ask to stop receiving it (see below), we may remove the garden waste bin from your property.
- 4.4 If you damage or lose the garden waste bin or sticker provided by us deliberately or by being careless we will charge you to provide a new one. We will charge you the amount the new bin costs us, together with an additional £10 for delivery and administration of the replacement sticker. You must pay us this money when we ask for it. We may ask for payment before the bin is provided; if so, you must make the payment or the bin will not be provided.
- 4.5 If the bin provided to you by us is lost or damaged for other reasons, we will replace it for you free of charge.
- 4.6 For each year that you subscribe to the service, we will provide you with a sticker that shows that you have paid to receive the service. You must apply this sticker to the garden waste bin following the instructions that come with the sticker. If your bin does not clearly show the sticker so that the collection crews can see it we have no obligation to collect garden waste from it, and you will not be entitled to any money back.
- 4.7 The stickers may only be applied to garden waste bins provided by us. Even if they are attached to something else, we will not collect garden waste from it.

5. Using the service

- 5.1 Only garden waste should be put in garden waste bins. Garden waste is plant material you would expect to find in a domestic garden. For example, grass cuttings, hedge trimmings, weeds, prunings, dead plants, twigs, straw and small branches.
- 5.1 The following items are not included in the service and must not be placed in the garden waste bin: food waste, cardboard or paper, wood planks, wood products, mud, rubble or soil, plastic, plant pots, sawdust or pet waste.
- 5.2 Garden waste must only be put in the bin loose. It must not be in bags or other containers.
- 5.3 Garden waste bins should be placed at the agreed collection point for your home. This is normally on the road (the “highway maintainable at the public expense”) near your home.
- 5.4 Bins should be presented by 6.30am on the day of collection. If the bin is not presented by this time the crew will not return until the next scheduled collection day. Bins must be placed in a safe position without causing an obstruction, and removed once collection has taken place.

- 5.5 If you are entitled to an assisted collection service for your other waste collections (for example, if you have a disability which prevents you from moving bins) then you will also be entitled to an assisted collection for the garden waste service.
- 5.6 Garden waste bins which are overflowing so the lid cannot be fully closed or are too heavy for the crew to handle will not be emptied. You will need to alter the contents ready for the next scheduled collection day.
- 5.7 If your bin is contaminated (there are things in it other than those listed in the information pack) it will not be emptied. You must remove the contamination and present the bin for collection on the next scheduled collection.
- 5.8 If your bin is regularly contaminated, we will contact you to offer you advice. If the contamination continues, the bin will be removed and collections stopped. No subscription money will be refunded.

6. Bad weather and other problems

- 6.1 We do not guarantee that the garden waste service will operate in times of particularly bad weather, such as lying snow or icy surfaces. However, we will try and collect again once the weather improves. No refund will be provided for collections missed due to these circumstances.
- 6.2 If it is so cold that garden waste freezes into your bin, it may not all come out when collected. If this happens, it will remain until the next normal collection.
- 6.3 If we cannot empty your bin due to things such as your road being blocked, for example by parked cars, we will try again the next working day. If we still cannot gain access, we will not attempt another collection until the next scheduled collection day.

7. Personal data

- 7.1 In order to provide the service to you we will hold and use personal information about you (your “personal data”).
- 7.2 By applying for the service, you give us permission to hold your personal data, to share it with other people for the purpose of providing you with the service and dealing with any problems. We may also use your personal data provided to us in order to help prevent and detect crime. If you agree to this, we or other people may also compare and combine your personal data with other information about you and other people who live at your home to provide you with better services.
- 7.3 We will hold and use your personal data in accordance with legal requirements, in particular the Data Protection Act 1998 and the General Data Protection Regulation.

8. Changes in terms and conditions

- 8.1 We may make minor changes in these terms and conditions, such as changes to contact details, by publishing updated information on our website.
- 8.2 We cannot make other changes to these terms and conditions during the subscription period to which they relate without your agreement unless the law requires us to. However, we may publish new terms and conditions for new subscription periods. If

you choose to pay for the service for a new subscription period the published terms and conditions which relate to that subscription period will apply.