



## Department for Neighbourhood Services

King George V House  
King George V Road  
Amersham  
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[www.buckinghamshire.gov.uk](http://www.buckinghamshire.gov.uk)

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### **Garden Waste Terms & Conditions 2020/2021**

1. This agreement is made between the resident ('the Customer') and Buckinghamshire Council ('the Council') (Buckinghamshire Council, King George V House, King George V Road, Amersham, HP6 5AW) and sets out the terms and conditions under which the Customer may use the Council's garden waste collection service ('the Service'). By agreeing to pay for the Service you will be accepting these terms and conditions.
2. We will only use the personal details you have provided for this service to contact you by letter, telephone or email for matters related to the garden waste service.
3. We will not send you emails about other Council Services without your permission or share this information with any other organisations unless required to do so in order to provide the service or as permitted by law.
4. You may tell us at any time if you do not want to receive marketing communications from us by writing to us providing your full name and address.
5. We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure, e.g. under the Freedom of Information Act regarding service take-up volumes.
6. The Council's full data protection disclosure can be found at <https://www.buckinghamshire.gov.uk/your-council/privacy/privacy-policy/>
7. The Service is based on each property being provided and able to accommodate a 240 litre wheeled bin. Any resident considering applying for the Service should be aware and be able to make provision for the safe storage of such a container (H-1100mm; W-580mm; D-740mm). In specific circumstances, properties deemed as unable to store a 240 litre wheeled bin, or reside in a location where we are unable to collect a 240l wheeled bin, will be provided with reusable bags.
8. The garden waste collection service (the Service) applies to domestic households and flats which have been subject to an assessment from a Council Officer.
9. The standard charge for a subscription to the Service is £45 per bin for households in the Chiltern and South Bucks areas. The first subscription to the Service is free of charge for households in the Wycombe area.
10. Provision of a second subscription is subject to a subsequent subscription charge of £70 for households in the Chiltern and Wycombe areas. Provision of additional subscriptions are subject to a subsequent subscription charge of £45 per bin for households in the South Bucks area.
11. The Council will generally review charges annually, but reserves the right to vary charges at any time on reasonable notice.

12. The Council is unable to offer refunds or part refunds if the Customer wishes to cancel the Service.

13. A subscription is required for each container presented for collection. Any container presented, for which a subscription has not been received, will not be emptied and may be subject to removal.

14. Customer subscriptions to the Service last for 12 months. Subscriptions will start 14 days after payment has been received for the Service.

15. Only garden waste containers issued by Buckinghamshire Council and the former District Councils of Buckinghamshire will be emptied. All containers remain the property of the Council at all times. The Council will not collect garden waste presented in any other container(s), unless specified otherwise by the Council in exceptional circumstances.

16. Collections for the Service will occur every two weeks, except during a two week suspension period over Christmas and New Year. The dates of the suspension will be published in the annual collection calendar and on the Council website.

17. The Council will aim to provide 25 collections throughout the year, unless circumstances beyond the Council's control prevent collection. The Council will aim to collect customer's garden waste on their allocated collection day; this may change owing to Bank Holidays, exceptional circumstances, or inclement weather. The Council reserves the right to alter a customer's collection day if required. Information will be published on the Council website.

18. Only acceptable garden waste from a customer's property should be placed in containers issued by the Council. All waste must be placed loose in the container(s) and should not be compacted. Garden waste includes: grass cuttings, tree and hedge clippings, weeds and plants, leaves, twigs and bark, dead flowers, cut flowers. The following items are unacceptable and will not be collected: soil, stones, rubble, gravel, turf, large branches, noxious weeds, treated wood, fire cinders, ash, sawdust, vacuum dust, plastic flower pots, trays or bags, plastic bags and liners, pet bedding and litter, shredded paper, cardboard, food waste, general rubbish.

19. Garden waste containers which contain unacceptable items will not be collected. A list of acceptable and unacceptable items can be found on the Council's website. If the container contains unacceptable items, it is the Customer's responsibility to remove the unacceptable item(s) prior to the Customer's next collection. The Council may remove the container if unacceptable item(s) are not removed in a timely manner. The Council will not provide a refund if the service is removed due to the bin containing unacceptable items on multiple occasions.

20. Only waste contained inside the Customer's issued garden container(s) with the lid shut flat, will be collected. We will not empty bins that are overflowing or remove any additional green waste placed around or beside the bin(s). The bin lid must be closed for safety reasons. Bins with lids that are left open or partially open will not be collected.

21. The Council reserves the right not to empty any container that in its reasonable opinion poses a health and safety risk to operatives i.e. if it is overflowing or overweight and unsafe to move/place on the lifting equipment. If containers are too full or overweight, it is the Customer's responsibility to reduce the weight of the container and remove any overflowing items. If the container(s) continues to pose a health and safety risk, the Council may remove it

22. The Council will not provide a refund if the service is withdrawn due to the container(s) posing health and safety risk.

23. If garden waste is frozen within the container(s), it may not be possible to empty the contents. If a container has not been collected because the contents have been reported as frozen, the Council will be unable to return to collect the waste.

24. Containers must be presented at an accessible/clearly visible location at the boundary of the resident's property and the public highway/pavement (or a private road which the Council has agreed to service with regard to existing collections) without causing an obstruction to the pavement or highway, unless alternative arrangements have been agreed with the Council. The container(s) must be presented by 7am on the day of

collection but no earlier than 5pm the previous evening. Containers should be brought back to their normal position within the property boundary as soon as possible, after the collection has taken place.

25. If a customer's issued container(s) are not presented at the agreed collection point by the specified date and time and the crew arrive and no container(s) are presented, the Council will not return for the collection. The garden waste container(s) will then be emptied on the next scheduled collection, if presented on time.

26. Customers will receive notice in advance of their subscription renewal date together with details of the subscription charge payable for the next 12 months. If customers wish to receive a continuation in their collection service, they are expected to pay for an annual subscription no later than their renewal date. If payment is not received on or prior to a customer's renewal date, the Council will withdraw the customer's garden waste collection service. The Council reserves the right to remove the garden waste container(s) issued to the Customer. Should the container(s) not be accessible to Council staff the Customer shall pay for the full replacement cost of the container(s) and any aborted collection costs upon receipt of the Council's invoice.

27. Customers renewing their subscriptions should renew their service no earlier than one month before their renewal date. The Council reserve the right to refuse a customer's renewal if made earlier than this date.

28. If a customer does not want to renew their subscription, the resident should contact the Joint Waste Team to arrange for the container(s) to be removed.

29. If a customer does not already have use of a garden waste container, the Council will aim to deliver the appropriate container(s) within 10 working days from receiving payment for the service. This may take longer during periods of high demand.

30. The Customer is responsible for the security and good condition of their issued container(s). Only if a container is damaged through wear and tear, or the collection crew is responsible for causing damage, or if it falls into the back of the collection vehicle will the Council repair or replace it free of charge. If the container(s) is damaged, lost, or stolen please contact the Joint Waste Team (details below).

31. The Service is only valid for the property for which it was originally purchased, and cannot be transferred between individuals or to a property outside of the area. The Council cannot issue a refund if the resident moves outside of the area or to a Customer who no longer requires the service.

32. If you move to another address within the Chiltern, Wycombe or South Bucks area, do not take the container(s) with you. If you still wish to use the Service, the Council may be able to transfer the Service to your new address. The Council reserves the right to impose a charge for arranging collection of the container(s) and provision of replacement container(s). The Customer must contact the Council if they move address and no longer wish to continue using the Service. In either instance, please contact the Council using the details below.

33. A collect and return service is available for customers who are physically unable to present the container(s), and where there is nobody living at the premises capable of moving the container(s). If this service is already in place for your general rubbish and recycling collection service(s), it will be arranged by default for the garden waste service. All containers must be left in the agreed location for the crew to collect from, to empty and return to the same location. It may be necessary for the Council to arrange a visit to agree a collection location for this facility/service.

34. On termination of this agreement howsoever occurring the Council reserves the right to remove the container(s) issued to the Customer by entering the Customer's property.

Contact: Buckinghamshire Council

Visit: [www.buckinghamshire.gov.uk](http://www.buckinghamshire.gov.uk)

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