

## **Terms and Conditions of the Garden Waste Subscription Service**

1. This agreement is made between the resident ('the customer') and Three Rivers District Council ('the Council') of Three Rivers House, Northway, Rickmansworth, WD3 1RL and sets out the terms and conditions under which the customer may use the Council's garden waste fortnightly collection service ('the service') The Council may vary or change these terms and conditions at any time. You will be given 10 days written notice of any such changes
2. In line with the Distance Selling Regulations, you have seven working days from receipt of these Terms and Conditions to request cancellation of this service. Requests to cancel the service must be in writing to Waste Services, Three Rivers District Council, Three Rivers House, Northway, Rickmansworth WD3 1RL or emailed to [enquiries@threerivers.gov.uk](mailto:enquiries@threerivers.gov.uk). Cancellations cannot be accepted by phone.
3. Collections for the garden waste service will only be available to customers who have subscribed for the service in advance. Our crew will not empty any brown garden waste bin that does not display a valid current sticker, with a unique reference number applicable to your property, unless instructed to by a supervisor. It is the responsibility of the customer to place the sticker on the brown garden waste bin. If your sticker becomes detached or lost, contact at [my.threerivers.gov.uk](http://my.threerivers.gov.uk). We will not return to collect any brown garden waste bin which does not have a valid sticker on it.
4. Customer subscriptions are renewable annually. Only customers who have paid their subscription in advance are eligible to receive the service. Renewed subscription is required every year on or before 15 March. You will be notified of any price increases at least 10 working days before this date. If you don't pay by this date, we will withdraw the service.
5. The subscription consists of an annual charge for one brown garden waste bin to the customer which has been set by the Council for the period April to March at £60. Customers in receipt of income based Council-administered benefits will be entitled to a concessionary rate of £50. Subscription prices including concessionary rates are subject to review at the Council's discretion.
6. There is the option of a maximum of three brown garden waste bins supplied per property. The second and third brown garden waste bin will each be charged at an additional £105 for all properties (no concessionary rate will apply to the second or third brown bin).
7. Customers who join the scheme during the first 6 months of the financial year (April to September inclusive) will be expected to pay the full costs. However, there will be a 50% reduction for those joining between October and March of any one year. The 50% half year reduction only applies to the first bin. Second and third bins are charged at the full annual rate regardless of when they are paid for in the year.
8. For new subscriptions initial payments are made by credit or debit card. Customers will be required to provide direct debit details for all future payments. Card handling fees are not included, as this is paid by the Council.
9. The Council empties brown garden waste bins fortnightly, except for a short period over Christmas and New Year or when other factors affect the service, such as extreme weather conditions. If we miss your brown garden waste bin, we will do our best to collect it as soon as possible.

10. We will not return to empty and do not give refunds for missing or being unable to empty a brown garden waste bin for access issues, if the bin was not on the boundary (except assisted collection), contaminated, too heavy or due to frozen contents. Refunds will only be issued in the following exceptional circumstances, as detailed below.
11. Partial refunds, for the service, depending upon the given facts, will only be considered where there has been a complete service failure as detailed below:
  - If the Council fail to deliver a brown garden waste bin within 6 weeks of the date on which the customer should have had their first collection, and/or
  - If the Council fail to replace a brown garden waste bin within 6 weeks of the date on which the Council reported that they had damaged a brown garden waste bin; and/or
  - If, without reasonable cause, the Council fail to rectify a report of a missed garden waste collection on 3 consecutive cycles.
12. Customers will be responsible for the brown garden waste bins, which must remain with the property in the event of the customer(s) moving home during the year. The new householder will therefore benefit from the provision of the garden waste brown bin (whether or not they sign up to the scheme) for the remainder of the year and there will be no refund payment to the former customer who has moved from that property.
13. There are no refunds or part refunds for the cancellation of the service part way through the year. If there is evidence of misuse of the service or the brown garden waste bin by you, then the service may be cancelled. There will be no refund in these circumstances.
14. Your brown garden waste bin(s) must only be used for garden waste from your property. Only garden waste may be placed loose in the bin. Garden waste includes grass cuttings, hedge clippings, tree loppings, twigs, bark, leaves, straw, hay, flowers, plants, small branches, fallen fruit and rabbit bedding. Unacceptable items are large branches, Japanese Knotweed, turf, earth, soil, stones, gravel, wood that has been treated or painted, food or kitchen waste including peelings, cat or dog faeces, plastic trays, cat litter etc. No plastic of any kind may be put in the brown garden waste bin. Any such items will be treated as contamination.
15. Contaminated brown garden waste bins (i.e. bins containing incorrect materials) will not be emptied. If your brown garden waste bin is contaminated, it is your responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, we may remove the brown garden waste bin(s). There will be no refunds issued for occasions on which your brown garden waste bin is not emptied, due to contamination
16. The customer will be responsible for not overfilling the brown garden waste bin and making it too heavy for the bin lift. If a brown garden waste bin is left by the collectors, as it is deemed too heavy (more than 95kg), it will be the customers responsibility to remove a portion of the contents before next collection. The Council will not be responsible for returning to collect the brown garden waste bin before the next specified collection date and will not give a refund for the missed collection. Should the brown garden waste bin actually break on the bin lift, due to its being too heavy, the Council will reserve the right to recharge for a replacement. The Council will endeavour to deliver the replacement brown garden waste bin as quickly as possible, after payment is received
17. The brown garden waste bin(s) must be presented at the property boundary by 6.00a.m. on the designated collection day. If the customer is unable to move it there they must apply

to the Council in advance for an assisted collection. The bin lid(s) must be completely closed and no side waste will be collected, i.e. no extra waste next to the bin(s) or placed on the lid(s).

18. The brown garden waste bin(s) is provided for use by Customers, but remains the property of the Council. Customers joining the Scheme may not receive a new brown garden waste bin, but will receive one which is washed and deemed fit for purpose. Garden waste presented in any other receptacle will not be collected. The only exception will be for real Christmas trees (free of all decorations) in January, which will be collected if left out on garden waste collection week
19. If your brown garden waste bin becomes damaged we will repair or replace it, free of charge, as soon as is reasonably practical. However if the brown garden waste bin is damaged through neglect or misuse, the cost of repair or replacement may be recharged to you. If your brown garden waste bin is damaged, please contact the Council at [my.threerivers.gov.uk](http://my.threerivers.gov.uk)