

**Garden Waste Collection Service (2018/19)**  
**Terms and Conditions**



Thank you for subscribing to the 2018/19 garden waste collection service. By doing so you are agreeing to the following terms and conditions.

This service is only for garden waste from residential properties.

**Service description**

1. You have agreed to pay Peterborough City Council (PCC) £45 to collect your garden waste in a brown wheeled bin. No concession rates are available.
2. Payments take 3 working days to process (excluding the day you sign up); therefore, if you subscribe in the days immediately prior to your next scheduled collection date your bin may not be emptied because your address has not been updated on the collection record system.
3. The addresses of subscribers will be added to the collection record system so operatives know which properties to collect from.
4. If you want to subscribe with an additional brown bin for the first time in 2018/19, you will be charged a one-off fee of £20 for the bin to be provided and emptied.
5. If you have previously subscribed and paid the delivery cost for an additional bin (either in 2014/15, 2015/16, 2016/17 or in 2017/18) there will be no charge for this second brown bin in 2018/19. (Please note this may be subject to change in future years.)
6. 2018/19 collections will start w/c 21 May 2018 and end w/c 13 May 2019; collections will be fortnightly apart from December and January when collections will be monthly. These are expected to happen w/c 3/10 December 2018 and 14/21 January 2019. Once your collection restarts in January 2019, please continue to present your bin for collections on its usual collection day. Please check for updates on the PCC website prior to the beginning of these monthly collections.
7. Full payment will be taken before you receive the service, unless payments are made through the direct debit scheme.
8. To pay for the service by direct debit (three payments of £15 each) you must subscribe by midnight on 29 June 2018. These payments will be taken in or around the first weeks of July, August and September. After 29 June 2018, the direct debit payment option will no longer be available so please use another means of payment.
9. If you choose to sign up for recurring direct debit you will not have to complete the re-registration process in future years (unless you cancel your direct debit mandate). However please note you will need to cancel your direct debit with your bank if your address, email address or bank account changes and then re subscribe.
10. If all or some direct debit payments are not received, the service may be terminated and the option for direct debit payments may be withdrawn for future subscriptions.
11. You have the right to cancel this subscription within 14 days of sign up and receive a full refund. This does not affect your statutory rights but your brown bin will not be emptied.

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12. Following the 14 day cooling-off period, no refunds will be given.
13. The first distribution of 2018/19 bin stickers after subscriptions open will take place in early-May. If you subscribe for your brown bin collection after this, your sticker will be delivered within 10 working days.
14. The garden waste bin sticker provides visual identification of subscription/payment and is used to ensure bins are returned to the correct household. If you are subscribed and place your bin out without the sticker, we cannot guarantee collection.
15. It is your responsibility to place the sticker prominently on the brown bin. Please ensure the surface of the bin is dry, undamaged, and clear of debris and that the sticker won't interfere with the opening of the bin lid. If you've previously subscribed, it is fine to overlay the 2018/19 subscriber sticker on top of previous stickers.
16. Please check the PCC website for changes and updates to the garden waste collection service.
17. Although reminders will be given, subscription renewal is your responsibility, and failure to re-subscribe will result in the garden waste collection being cancelled for your property.
18. On occasions, a bin may be missed from collection. If your bin has not been emptied, please call 01733 747474 (Mon to Fri 8am – 6pm) or complete the online form on the PCC website within 3 working days of your collection date to report the missed collection. If the service provider has a reason for not emptying your bin – e.g. bin not presented – it records this. If records show this is a genuine missed collection the service provider will return to the address to empty the brown bin within 24 hours.
19. All attempts will be made to collect garden waste on the scheduled date. However, if unforeseen circumstances or severe weather makes collections impractical or unsafe, PCC reserves the right to suspend collections. Every effort will be made to re-schedule the collection; however if it is not possible to reschedule we will accept extra garden waste presented alongside your bin on your next scheduled collection. Please check the PCC website for updates or call 01733 747474 (Mon to Fri 8am – 6pm).
20. If you require an assisted collection, please call 01733 747474 (Mon to Fri 8am – 6pm).
21. You can subscribe to the service until 28 February 2019, but will be charged the same standard price and your service will end on the same date (i.e. end in the w/c 13 May 2019). No concession rates are available.

**Legislation regarding the collection of garden waste**

22. Garden waste collections, unlike recycling or waste collections, are classified as a discretionary service under the Controlled Waste (England and Wales) Regulations 2012. This regulation states that garden waste is classified as a type of waste for which a charge may be applied and councils **are not** required by law to provide this service free of charge.

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**Information relating to the brown (garden waste) bin**

23. Collections will only be made from bins supplied by PCC. This is to comply with safety requirements and prevent damage to the collection vehicles, and only waste contained within the brown bin will be collected.
24. If you require a brown bin, please request via PCC's 'My Peterborough' App (available on the website) or call 01733 747474 (Mon to Fri 8am – 6pm).
25. Brown bins, as with the other kerbside bins, will be 240 litres and when full should weigh less than 50kgs. The lid should fully close, and the bin should be easily mobile and undamaged. Collection may not be made if you do not comply with these guidelines due to safety considerations.
26. It is your responsibility to safely store your bin(s) on your property between collections.
27. Bins should be presented by 6:45am on collection day, in a prominent and accessible position on the kerbside without blocking the pavement for pedestrians. As far as possible the service provider will return the bin to its collection point. The service provider will not return for bins that are not presented or accessible at the time of collection.
28. PCC retains ownership of all bins, and the service may be withdrawn if the bin is misused.
29. Bins are provided in a clean and useable condition; it is your responsibility to check the bin for faults upon delivery and ensure it remains in a clean and useable condition.
30. On delivery, any bin faults must be reported **before** the first collection date, any faults reported after this period will be deemed a result of misuse unless proven otherwise. It is then your responsibility to pay for a new brown bin from PCC.
31. If a bin is proven to be damaged by the collection process PCC will repair or replace it free of charge once reported. Refurbished, clean bins may be delivered depending on stock levels.

**What goes in the brown bin?**

32. The brown bin(s) must **only** be used for household garden waste. Please refer to PCC website for information on what can be placed within the brown bin.
33. The service provider retain the right to refuse to empty a bin if it contains incorrect items. You will then be required to remove the incorrect items before your next collection date.
34. All garden waste must be loose within the brown bin. Bags or liners (including compostable or biodegradable liners) are not acceptable and will be classified as contamination.
35. PCC provides a separate food collection service using 'Hungry Harry' food caddies. Please use this service, instead of putting food waste in your brown bin.
36. It is your responsibility to prevent invasive species, for example Japanese Knotweed, from being placed in your brown bin(s). More information about this is available on the PCC website.

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37. PCC strongly discourages you from compacting excessive quantities of garden waste in the brown bin as this may result in personal injury or damage to the bin. Only one attempt to empty a brown bin will be made; any waste remaining in the bin will be left.
38. Please chop up large items - i.e. branches - so they are less likely to become stuck and will use less space, enabling additional garden waste to be placed in the bin.
39. During cold weather garden waste may freeze. After one attempted collection if contents remain in the bin the service provider will not return before the next scheduled collection to empty. Neither PCC nor the service provider accepts responsibility for attempts by you to dislodge frozen garden waste.

**Moving house**

40. If you move house within the Peterborough unitary authority boundary then the service can be transferred to the new property. It is your responsibility to call 01733 747474 (Mon to Fri 8am – 6pm) with your change of address and request the subscription be transferred. If you do not do this, the service provider will continue to empty the brown bin at your 'old' address until the end of the subscription period or notification of change of address is received (whichever is first).
41. When moving house please leave all bins at your 'old' property.
42. No refunds will be issued if you move out of the Peterborough unitary authority boundary or you decide to stop using the service for any reason.

**Sharing bins**

43. Brown bin(s) may be shared among neighbours; however the service provider will only collect garden waste from brown bin(s) placed outside the registered household.
44. Any agreement made between two householders' will be deemed private; neither PCC nor the service provider can be held responsible for disputes resulting from such agreements.

**Unforeseen circumstances**

45. No refunds will be issued for missed collections.

**Miscellaneous**

46. PCC reserves the right to amend collection dates should this prove necessary due to factors outside of its reasonable control; this includes road closures, strikes, fire, and breakdown of plant or machinery. All efforts will be made to maintain regular collections.
47. Subscribers use their brown bin(s) at their own risk.
48. PCC retains the right to make reasonable amendments to the above terms and conditions. Notification of any amendment will be made on the PCC website.