

Chargeable Garden Waste Service - Terms and Conditions

1. Service Description

1.1 The Garden Waste Green Bin subscription service ("the Service") is available to the customer ("the customer"), on payment to Leicester City Council ("the council") of the subscription, for a period of 12 months with 20 collections per subscription. The service year begins in March. Subject to the terms of this agreement, the Council will provide a 240 litre green bin, which will be emptied once in every period of two weeks. Only households are eligible for the service.

2. Payment

2.1 The payment for the service will be an annual charge for the first bin, additional bins will be charged per bin per annum.

2.2 The anniversary of the date that the first bin was first collected will be the customer's renewal date for all bins held or subsequently paid for by the household. The annual renewal charge will be calculated on the total number of garden waste bins registered to the customer's property, regardless of when additional bins were ordered.

2.3 Additional green bins are issued at the discretion of the Council's Waste Management Team.

2.4 Accepted methods of payment are by direct debit, or debit/credit card either through the Leicester City Council website at www.leicester.gov.uk/gardenwaste or by calling 0116 454 1002. Cheques can also be sent to Garden Waste Service, Leicester City Council Waste Management, City Hall, 115 Charles Street, Leicester, LE1 1FZ. Customers signed up to direct debit will be bound by the following terms of the direct debit guarantee: 'The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit, Leicester City Council will notify you at least 10 working days in advance of your account being debited or as otherwise agreed. If you request Leicester City Council to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If an error is made in the payment of your Direct Debit by Leicester City Council or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Leicester City Council asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify Leicester City Council.'

2.5 Customers can register throughout the year and the contract will cease on the anniversary of the date of the first collection. Subscriptions need to be renewed on an annual basis.

2.6 The council will guarantee that the price of the service to the customer is fixed for the rolling year from the date of application. However, the council will generally review its Service charge annually, but reserves the right to vary charges with reasonable notice at any time.

2.7 The current price of the service will be available at www.leicester.gov.uk/gardenwaste.

3. The Waste Containers

3.1 A wheeled 240 litre bin ("the bin") is provided for use by the customer, but remains the property of the Council. Only garden waste bins supplied by the Council will be emptied.

3.2 The customer is responsible for the general condition and cleaning of the bin whilst in their possession. The Council does not provide a bin cleaning service.

3.3 If the bin(s) go missing then the customer is liable to be charged for the delivery and replacement of the bin(s). Replacement bin(s) will be delivered within 10 working days of the resident reporting and paying the charge.

3.4 Once presented for collection, if the bin is damaged by the Council or its contractor, Biffa Waste Services, then the Council will replace/repair the bin free of charge, within 10 working days of the resident reporting it.

3.5 The Council reserves the right to remove all bins that are not used for the Garden Waste Collection Service, if there is evidence of misuse or payment is not received for the subsequent year's.

3.6 The Council will accept no liability for bins used for any other purpose other than for the collection of garden waste.

3.7 The customer uses the bin at their own risk.

4. Collection Days

4.1 Garden waste will be collected fortnightly on a Monday. The Council reserves the right to alter the collection day. Where collection days have to be altered the council will endeavour to provide as much notice as possible of the new collection day.

5. Presenting Bins

5.1 The customer must present the bin(s) by 7am on the day of collection in a clearly visible location that is accessible to the collection crews, being placed where the customer's property meets the publicly adopted highway/pavement (or where the property meets the private road that the council have agreed to service as by existing collections).

5.2 The customer should remove the bin(s) from the public highway (including associated pavements/footways/verges) as soon as possible after collection and on the same day as the collection. Bins should not be presented for collection before 6pm the day before collection.

6. Missed Bins

6.1 On rare occasions the Council may be unable to collect the bins due to "force majeure" (including but not restricted to roadworks, no access to roads, fire, flood, storms, severe weather conditions, act of God, etc) or any other activities outside of the control of the council.

6.2 In the event of a missed collection and where customers wish for their bin to be emptied before their next scheduled green bin collection day, customers should report their bin as having been missed by no later than 6pm of the day following the scheduled collection by contacting customer services on 0116 454 1002.

6.3 If the bin is not presented correctly by 7am on the day of collection, the Council may not return to empty the bin at a later time or day.

8. Moving House

8.1 Customer's participating in the service may transfer the service to a new address within Leicester City as long as the bin is transported by the customer. The customer must inform the council of the change of address in writing (Garden Waste Service, Leicester City Council Waste Management, City Hall, Charles Street, Leicester, LE1 1FZ) or email gardenwaste@leicester.gov.uk.

8.2 If the customer moves outside of the City, the customer must inform the council of the change of address in writing (Garden Waste Service, Leicester City Council Waste Management, City Hall, Charles Street, Leicester, LE1 1FZ) or email gardenwaste@leicester.gov.uk. The customer must leave the bin at the front of the property for collection. The bin remains the property of the council and the council will remove the bin from the property.

9. Acceptable Material, Contamination and Overweight Bins

9.1 Only garden waste may be placed loose in the bin. Acceptable items are listed in the Garden Waste Service leaflet, which is available online at www.leicester.gov.uk/gardenwaste. Plastic bags must not be used as they affect the composting process.

9.2 Bins that are contaminated (i.e. containing incorrect materials), overflowing and/or overweight will not be collected – if this is the case the customer will be advised of the problem. If bins are contaminated or overweight and the contamination or overweight element has been removed from the garden waste bin, they will be collected on the next scheduled refuse collection day and must be presented next to the customer's black refuse bin for emptying. However, it is the customer's responsibility to remove the contamination and/or overweight material from the bin prior to collection. If the bin is contaminated or overweight and the

customer wishes the bin to be collected on the next scheduled refuse collection day they must call 0116 454 1002 by 6pm the day after their scheduled green bin collection day.

9.3 If the bin is repeatedly misused Leicester City Council reserves the right to remove the bin without refund.

9.4 No side waste will be collected, i.e. extra waste outside of the bin.

10. Your right to cancel the service

10.1 The customer has 14 working days from the day after receipt of these terms and conditions or the day after receipt of the renewal payment (the 'cooling off period') to cancel the service for a full refund, notice of which must be made in writing (Garden Waste Service, Leicester City Council Waste Management, City Hall, Charles Street, Leicester, LE1 1FZ), by telephone (0116 454 1002) or email to gardenwaste@leicester.gov.uk.

10.2 There are no refunds or part refunds for the cancellation of the service, part way through the year. If a collection has been missed due to the fault of the Council, replacement collections will be provided; there are no refunds for missed collections that are not the fault of the Council.

11. Data Protection Statement

11.1 The council will use the details provided by the customer to process their application. Personal contact details will be used by the council to contact customers should further information need to be obtained from the customer about their application and to notify the customer of the action the council is taking following the customer's application. All personal information will be processed in accordance with the Data Protection Act 1998. It may be used by Leicester City Council and their partners to deliver and improve services. Leicester City Council will not disclose any personal information to any other third parties unless required to do so by law.

Cancellation Rights

You have 14 working days from the day after receipt of these terms and conditions or the day after receipt of the renewal payment in order to cancel your subscription for a full refund. You must notify us of your request to cancel in writing, by telephone or by email to gardenwaste@leicester.gov.uk.

In the event of cancellation, Leicester City Council will arrange to remove the bin from your property free of charge.

No refunds will be given for any cancellation requests received after 14 working days of receipt of these terms and conditions.