

Terms and Conditions for the Garden Waste Collection Service

These terms and conditions shall apply to the provision of garden waste collection services (the '**Service**') by the London Borough of Havering (the '**Council**') to the customer ('**you**'). By subscribing to the Service, you accept the following terms and conditions:

Service Description

1. The Council operates the Service on an annual subscription basis. You can choose to subscribe to the:
 - Green garden waste bin (the '**Bin**') collection service, that runs from 1 April to 31 March; and/ or
 - Compostable sack (the '**Sack**') collection service, that runs for one year from the start date of your subscription.

Fees and Payment

2. The Council publishes the Service fees on its website: www.havering.gov.uk/gardenwaste on the 1 April each year. The Service fees are valid for the period 1 April to the 31 March, inclusive.
3. Payment of the Service fees must be made in advance; and the Service fees are **non-refundable**. You can make payments online by debit card or credit card.

Collections

4. The Service is to run fortnightly, on weekdays only, all year round (except during the two weeks over Christmas and/ or New Year). The Council reserves the right to change collection day, if necessary, without notice or compensation. Collections will normally take place on your allocated collection day, although this may change on public or bank holidays and/ or in exceptional circumstances.
5. If any act, event, or omission, beyond the control of the Council, prevents hinders or delays performance of the Service, the Council may suspend the Service until it is practicable to resume it within its current resources. If any Service suspension continues for more than two (2) consecutive collections either party shall be entitled to terminate the Service by written notice, with immediate effect. The Council shall not make any refunds of the Service fees.

Presentation

6. All Bins and / or Sacks must be clearly visible, easily accessible and presented at the boundary of your property (and the pavement) by 7.00am on your allocated collection day.

If your Bin and / or Sack is not presented as described here, it may not be collected, and the collection crew will not return until the next scheduled collection day.

7. Bins/ Sacks that are overflowing or overweight will not be collected. For safety reasons, the Bin lid(s) must be closed, and the Sack(s) tied closed when presented for collection.
8. Garden waste stuck/frozen/compacted in the bin needs to be freed by the resident and presented again on their next collection day.

Missed Collections

9. Missed collections must be reported to the Council by 1:30pm of the next working day after your scheduled collection day. The Council reserve the right not to return if a missed collection is reported after this period, or if your Bin and/ or Sack was not presented as set out in these terms and conditions. Missed Friday collections may be collected on a Saturday, if practicable.

Assisted Collections

10. An assisted collection service is available for customers who are: a) unable to physically present their Bins and / or Sacks for collection at the property boundary, and b) have no other person living at the same address that is able to move the Bins and / or Sacks. You can apply for this service online at: www.havering.gov.uk/assistedcollections or in writing to the London Borough of Havering, Environment Services, Town Hall Main Road, Romford RM1 3BB.

Change of Address

11. You **must** inform the Council of any change in address to enable the Council to:
 - Amend your application details to state your new address and to deliver the Service to this address, (if you remain in an eligible property/ boundary within the London Borough of Havering); or
 - Cancel the Service if you will no longer be a resident. If you move to a property outside of the London Borough of Havering, you will no longer be eligible to receive the Service and you must present the Bin(s) for removal.
12. You can notify the Council of a **change of address** * either online via www.havering.gov.uk/askenvironment or in writing to the London Borough of Havering, Environment Services, Town Hall Main Road, Romford RM1 3BB.
**Kindly Note that residents are advised, when changing address within the Borough, to please ensure to take their Garden Waste Bins with you to your new address.*
13. The Services apply to domestic properties only. Commercial properties and non-domestic activities are excluded from the Service provision.

Cancellation

14. Before the Council begins to provide the Service, you may cancel your application within fourteen (14) calendar days of making payment. In this case, subject to clause 16, the Council will refund the payment made within fourteen (14) calendar days.
15. Once the Council has begun to provide the Service:

- You may cancel the Service at any time by visiting the Council's website and cancelling the Service online. Please note you will not be refunded any of the amount paid at the time of your application.
- The Council may cancel the Service by providing you with at least one (1) months' notice in writing.

16. The Council may cancel the Service at any time with immediate effect by giving written notice if you breach this contract in any other material way and do not correct the problem within seven (7) working days of the Council making its request for you to do so; or, in the circumstances arising under clause 5.

General

17. All Bins remain the property of the Council at all times. Any attempt to deliberately deprive the Council of the Bins will be viewed as an attempt to defraud the Council. Upon cancellation or non-renewal of your contract, please present the Bin(s) for collection by the Council.

18. You shall keep the Bin(s) safe and secure. In the event of the Bin(s) being lost, stolen, damaged or vandalised The Council reserves the right to charge the Subscriber for supply of a replacement Bin and its delivery, if evidence suggests that the damage was caused by negligence of the subscribing household, unless the Council has damaged the Bin(s) during the collection. This fee will be subject to an annual review on the 1st of April each year.

19. Where the Council has damaged the Bin(s) during the collection, you must inform the Council within two (2) working days and provide appropriate evidence of the damage and / or cause to receive a repair or replacement Bin free of charge.

20. Only Bins and/ or Sacks supplied by the Council will be emptied, garden waste presented in anything else will not be collected.

21. There is no limit to the number of Bins that can be supplied per property for the Service. Each Bin will be charged at the full rate.

22. Sacks must be stored as recommended. Please keep Sacks dry and out of direct sunlight, please visit www.havering.gov.uk/compostablesacks for further storage details. The Council accepts no responsibility for damaged Sacks that have been stored in a way other than as advised.

23. You can buy additional Sacks in rolls of 10 for your use during the Service provision.

24. All garden waste material must be placed loose in the Bins and / or Sacks. Do not use any other kind of plastic bags.

25. Only garden waste may be placed in the Bins and Sacks. Please visit the Council's website: www.havering.gov.uk/gardenwaste for further details on the types of materials that are acceptable for disposal when using the Bins and Sacks.

26. Contaminated Bins/Sacks (i.e. those containing unacceptable material/s) will not be collected. If the Bin/Sack is contaminated it is your responsibility to remove the item/s of

contamination prior to the next collection date. If the contamination continues the Council will remove the Bin. The Council shall not make any refunds of the Service fees.

27. The Council accepts no liability for Bins/Sacks used for any purpose other than for the Service. You use the Bins at your own risk. Misused Bins may be removed, and the Service may be cancelled.

Renewal

28. The ability to renew opens when you receive your renewal notice, however kindly be advised that all Contracts for the Bin collection service will expire on 31st March each year regardless of when the service is entered into.

29. The Council reserve the right to collect any outstanding Service fees and or other related costs due to the Council as a debt. Once garden waste has been collected it becomes the property of the Council and subsequently, the East London Waste Authority and its waste disposal contractor, Biffa.