

# Garden Waste Collection Service

## Terms and Conditions

### 1. Agreement for Services

- 1.1. By agreeing to pay for the service you will be agreeing with Sevenoaks District Council (“We”, “Us”) the following terms and conditions.
- 1.2. You must be 18 years of age (or over) and accessible by telephone, mobile or email to obtain a garden waste collection permit. You must be a resident within the Sevenoaks District. Please note this service is not available for commercial properties and enterprises.
- 1.3. When ordering a garden bin your eligibility will be automatically checked. You may not be able to have a garden bin for a number of reasons, including but not limited to:
  - 1.3.1. You have a number of steps at the front of your property
  - 1.3.2. You do not have sufficient space to store a garden waste bin
  - 1.3.3. Our collection vehicle cannot access your property
- 1.4. If your property is not eligible for a garden bin you may still be able to have garden sacks collected.

### 2. The Service

- 2.1. We will collect garden waste once in every two-week period (except for a four-week period over Christmas and New Year).
- 2.2. Your collection day can be found by visiting [www.sevenoaks.gov.uk/collectiondays](http://www.sevenoaks.gov.uk/collectiondays) or by calling us on 01732 227000.
- 2.3. Any change of collection day due to Bank Holidays will be published in advance on our website and social media accounts.
- 2.4. Your garden waste bin will be delivered within one month. Your permit is valid once the bin has been delivered to you.
- 2.5. The bin provided is loaned to you for the provision of this service and remains our property (unless you have purchased an additional bin, which is and will remain your property). Please note the loaned garden bin may be a refurbished unit.
- 2.6. The bin must be at the boundary of your property by 7am on the day of collection with the permit facing the road.
- 2.7. No materials, other than those specified by us, will be accepted in our wheeled bins. Full details of accepted items are available on our website: [www.sevenoaks.gov.uk/gardenwastecontents](http://www.sevenoaks.gov.uk/gardenwastecontents).

- 2.8. We reserve the right not to lift garden waste bins/sacks that are:
- 2.8.1. suspected of containing incorrect materials;
  - 2.8.2. deemed to be of excessive weight;
  - 2.8.3. in a dangerous condition;
  - 2.8.4. detrimental to the health and safety of our staff; or
  - 2.8.5. otherwise non-compliant with these terms and conditions.

It shall be solely for us to determine if any bin or sack meets any of the above criteria.

- 2.9. Please note we do not offer assisted waste collections for Garden Waste customers.
- 2.10. Only waste contained within the bin or the issued garden waste sacks will be collected.
- 2.11. If you are unable to move a fully laden garden waste bin to the boundary, we suggest you purchase our garden waste sacks instead. Further information can be found on our website [www.sevenoaks.gov.uk/gardenwaste](http://www.sevenoaks.gov.uk/gardenwaste).

### **3. Expiry, expiry stickers and cancellation**

- 3.1. Permits are valid for 12 months regardless of whether you use the bin all year round. The permit is due for renewal on the anniversary of your original application. It is your responsibility to ensure you renew your permit. Your subsequent expiry date sticker (on your permit) will reflect this, even if you choose to renew late. If you do not renew your permit, collections will cease when the permit expires.
- 3.2. It is your responsibility to ensure that the expiry date sticker you are issued is applied correctly to your bin.
- 3.3. If you choose not to renew your permit the bin must be surrendered to us and if the bin is not returned to us, we reserve the right to recover the bin, or the sum of £75, from you.
- 3.4. You also have the right to cancel your subscription within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you subscribe. If you cancel within 14 days from subscription we reserve a right to deduct any costs we have spent on preparing the services for you. This does not affect your statutory rights or the direct debit guarantee.
- 3.5. In the event that repeated contamination of garden waste bins/sacks occurs, we reserve the right to withdraw the service by giving immediate notice and arranging removal of the bin.
- 3.6. If you cancel your subscription, your wheelie bin(s) will not be emptied even if it contains garden waste.

- 3.7. On expiry or cancellation of your service, you must leave the bin accessible for collection by us.

#### **4. Damage to bins and replacement bins**

- 4.1. It is your responsibility during the service period to keep the bin safe and secure and ensure that it is fit for collection.
- 4.2. If a garden waste bin is damaged by the collection crew during normal use, we will provide a suitable replacement. Damaged bins must be reported to us on our website [www.sevenoaks.gov.uk/gardenwaste](http://www.sevenoaks.gov.uk/gardenwaste) or by calling us on 01732 227000.
- 4.3. In any other case where the bin may be lost, stolen or damaged then you will be responsible for paying for the cost of its replacement.
- 4.4. Service provision shall resume upon delivery of the replacement item(s).

#### **5. Missed collections**

- 5.1. Missed collections must be reported to us within two working days of the scheduled collection date for the property by visiting our website [www.sevenoaks.gov.uk/missedcollections](http://www.sevenoaks.gov.uk/missedcollections) or by calling us on 01732 227000. If a missed collection is reported more than two working days after the scheduled collection date, the bin or sack will not be emptied until the next scheduled collection.

#### **6. Changes to customer address**

- 6.1. You will usually be entitled to continue with the service if you move house within the Sevenoaks District. This is subject to the eligibility criteria for the service and reasonable notice to us to ensure we can arrange collection at the new address.
- 6.2. It is your responsibility to inform us of any changes of address or contact details by email [recycling@sevenoaks.gov.uk](mailto:recycling@sevenoaks.gov.uk) or by calling 01732 227000.

#### **7. Changes to collections**

- 7.1. We reserve the right to change your collection day at any time during the collection period. Should this happen, we will take reasonable steps to contact you.
- 7.2. Severe weather or other events outside of our control may prevent collection taking place. If a collection cannot take place on your allocated day for these reasons, we will make reasonable steps to collect your garden waste as soon as possible. This may be on your next scheduled collection day. Should this happen, we will take reasonable steps to communicate these changes.

## **8. Review of terms**

- 8.1. The terms of this service are reviewed annually, including the cost for the service. You will be notified of any revisions as part of the annual renewal process.

## **9. Privacy Notice**

- 9.1. We will store, process and retain your personal data for the performance of this contract. This will include your name, property details, contact information and payment details. Your information will be retained while required for the contract and for two years afterwards.
- 9.2. Further information on how we process your personal information can be found at [www.sevenoaks.gov.uk/privacy](http://www.sevenoaks.gov.uk/privacy)

## **10. Questions**

- 10.1. If you are unsure of your garden waste collection day, or have any other questions or queries regarding the scheme, please visit our website [www.sevenoaks.gov.uk/gardenwaste](http://www.sevenoaks.gov.uk/gardenwaste), email [recycling@sevenoaks.gov.uk](mailto:recycling@sevenoaks.gov.uk) or call us on 01732 227000.