



Terms and Conditions of the NHDC Garden Waste Subscription Service

1. This agreement is made between the resident, 'the customer' and North Hertfordshire District Council, 'the Council' of Council Offices, Gernon Road, Letchworth, Hertfordshire SG6 3JF and relates to the Council's fortnightly garden waste collection service, 'the service'. The Council may vary or change these terms and conditions at any time in order to comply with any change in law, statutory guidance or best practice initiatives. You will be given at least 10 days prior written notice of any such changes. We will contact the customer using the email address or telephone number provided at sign up.
2. This agreement commences on the date the customer requests the service until 30 April 2019 (*on the basis that service is provided from 14 May 2018 until 30 April 2019*). In subsequent years this agreement will run from 1 May to 30 April, 'the service period'. Provision of future services will commence on the date the customer requests the service until the end of the service period. Thereafter, and in both cases, this agreement will renew annually subject to the following:
 - a. Payment of the Charges
 - b. The customer's right to terminate this agreement at any time
 - c. The Council's right to terminate at any time for material breach
 - d. The Council's right to give prior notice that the service will discontinue
3. First collection will be in accordance with the Council's collection schedule but if a request for the service is too close to the next collection date and there is insufficient time to process the request, first collection will be the scheduled collection date immediately following the next collection date.
4. In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have fourteen days from acceptance of these Terms and Conditions to request cancellation of this service. Requests to cancel the service must be in writing to the Council address as stated in Clause 1 or emailed to Northhertsenquiries@urbaser.co.uk. Cancellations cannot be accepted by phone. The Council will refund any payment for the services if a request for cancellation is received within fourteen days of receipt of these Terms and Conditions as long as a collection has not occurred during this time.
5. The service will only be available to customers who have subscribed and paid for the service in advance, using bins supplied by the Council.
6. The customer agrees to pay the Council the annual charge (see Clause 8) for the collection of garden waste for the duration of this agreement. Charges may be subject to annual inflationary increases or any change in accordance with any Council Policy regarding income or contract charges. Such policies are available on the Council's website or on request. In order to secure a complete service for 1 year, Charges are required to be paid before 1 May each year, and in any case prior to the first collection due in that year. You will be notified of any price increase or price decrease at least 10 working days before this date. Payments received after 1 May will not be reduced to reflect less than a complete service for 1 year except as stated in clause 10.
7. Charges paid by Direct Debit (if available) renew automatically unless cancelled by the customer.
8. Details of current service Charges can be found on our website at www.north-herts.gov.uk/gardenwaste. Payment by instalment will not be accepted. No concessions are applicable for this service.
9. The standard service is for one 240L brown garden waste bin, 'the bin'. There is the option of paying for a maximum of three brown 240L garden waste bins supplied per property.
10. Sign ups occurring on or after the 1 November each year will be offered a discounted rate to cover the remainder of the year. The full price service will apply from the following May. The discounted rate only applies to the first bin at a property (see Clause 8).
11. Payment can be made by credit or debit card. Payment will not be accepted via any other method.
12. The Council empties bins fortnightly. Changes to this schedule may arise from bank holiday disruptions or extreme weather conditions; however we will communicate any scheduled changes with residents in advance via the Council website.
13. If we fail to collect your bin, you must report it within 48 hours and it will be collected in line with our missed bin policy.
14. We will not return to empty and do not give refunds for the following:
 - a) Non-presented bin(s)
 - b) The Council being unable to empty a bin(s) due to access issues
 - c) Waste presented in a bin/container not supplied by the Council
 - d) If the bin(s) was not on the boundary (except assisted collection) by 7am
 - e) If the bin(s) is contaminated/contains incorrect items. If the contamination continues, the Council may remove the bin(s) in accordance with (17).
 - f) If the bin(s) is too heavy or overloaded
 - g) If the bin(s) could not be emptied due to frozen contents.
 - h) Termination by the customer except where cancellation is received within fourteen days of receipt of these Terms and Conditions

It is the responsibility of the customer to rectify any problems described above in order to receive the next due collection.

15. Refunds or partial refunds will only be considered in the following circumstances where a complete service failure has occurred as detailed below:
 - i. If the Council fails to deliver a bin(s) within 6 weeks of the date on which the customer should have had their first collection, and/or
 - ii. If the Council fails to replace a bin(s) within 6 weeks of the date on which the Council reported that they had damaged a bin(s)

The amount refunded will be determined by a senior manager based on the level of the service failure and consideration of section 55 and section 56 of the Consumer Rights Act 2015.

16. The customer may terminate the agreement at any time by contacting the Council. If the customer moves address within the subscription year, the bin must remain at the property. There will be no refund or part refund for cancellations of the service other than those identified in Clauses 4 and 15.
17. If there is evidence of misuse of the service by the customer, then the service may be cancelled by the Council following notification to the resident. There will be no refund in these circumstances.
18. The customer will be responsible for the bin(s) at their property. They must only be used for garden waste from the customer's property or as advised by Council policy. Only garden waste is to be placed (loose, not bagged) in the bin. Garden waste includes grass cuttings, hedge clippings, tree branches (up to 3cm in diameter), twigs, bark, leaves, flowers, plants, small branches and fallen fruit. Some items of garden waste are not permitted in the bin(s) and include: large branches, tree stumps, Japanese Knotweed or other notifiable or pernicious weeds, turf, earth, soil, stones, gravel, wood that has been treated or painted, faeces. Any such items will be treated as contamination. For further information on what can and cannot be accepted as part of the service please see our website.
19. If the customer believes they meet the criteria for an assisted collection; they must apply to the Council in advance to receive this service for the bin.
20. 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). The only exception will be for real Christmas trees (free of all decorations and pots) in January, if the tree is placed next to the bin on garden waste collection week.
21. The bin(s) is provided for use by Customers for household garden waste and should be used for its intended purpose only. The Council reserves the right to provide customers joining the service with a reconditioned (used) bin which has been washed and deemed fit for purpose. Garden waste presented in any other receptacle will not be collected.
22. The bin(s) may not be used for commercial garden waste, or for the purpose of disposing of garden waste generated through the course of operating a business.
23. If your bin(s) becomes damaged you must report it to the Council. The Council will repair or replace it, free of charge, as soon as is reasonably practical. If the bin(s) is damaged through neglect or misuse, (including overfilling) the resident may be charged for the cost of repair or replacement.
24. No person other than the Council, its sub contractors and the Customer has any rights in this agreement. The Customer may not assign or otherwise transfer either the benefits of this agreement or the Customer's obligations under it.
25. The Customer shall indemnify and keep indemnified the Council and its personnel against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever arising directly or indirectly as a result of any action, omission, default or negligence of the Customer or any servant or agent of the Customer.
26. The Customer shall adhere to Council policies and guidance on the collection of garden waste in so far as any such policies or guidance relate to the customer's obligations and responsibilities.
27. The garden waste collection service, and waste services generally, will be provided by Urbaser Ltd as the Council's appointed waste collection and street cleansing contractor. As such, personal data will need to be shared between the Council and its contractor in order that the service can be provided and payments received and processed. Names, addresses, payment details and details relating to any enforcement action will need to be shared between the Council and its contractor for these purposes. The Council hereby requests your consent for such personal data to be shared between the Council and its contractor for these purposes. If you indicate that you do not wish for such personal data to be shared on this basis, then the Council will be unable to provide you with a garden waste collection service unless the sharing of personal data is otherwise permitted by the General Data Protection Regulations.
28. This agreement is governed by the laws of England and the courts of England have exclusive jurisdiction over all matters concerning it.
29. If there is any conflict between this Agreement and consumer rights legislation, then this Agreement shall be read, interpreted and construed so as to give effect to the relevant consumer rights legislation without invalidating the remainder of this Agreement which shall remain in full force and effect.