

## Garden Recycling Scheme Terms and Conditions

### Introduction

1. Urbaser Ltd (Urbaser), acting on behalf of the Gosport Borough Council (the Council), will deliver garden waste collections within the borough. These Terms and Conditions (T&Cs) are meant to govern the relationship between signed up residents and Urbaser relating to the garden waste collections, which will be referred as Garden Recycling Scheme (the "Scheme").
2. The chargeable Scheme runs for 40 weeks per year, commencing from the first Monday of February. It applies to domestic garden waste only. Commercial properties and activities are excluded.

### Subscription and Charges:

1. **Subscription Commencement:** There is a sign-up cut off point on the 20<sup>th</sup> of each month for residents to subscribe to the scheme in time for the following month's collections. Residents who sign up after the 20<sup>th</sup> of the month will begin receiving collections the month after the next calendar month. We have rolling charges for residents who sign up part way through the collection year, please refer to the website for details of these rolling charges.
2. **Subscription Charges:** Please refer to the Gosport section of the Garden Recycling Scheme website ([www.gardenrecyclingscheme.co.uk](http://www.gardenrecyclingscheme.co.uk)) for the up to date subscription charges. Service rates will be reviewed annually.  
Urbaser reserves the right to vary the price of this service. Customers will be notified in advance of any price changes through our website.
3. **Cancellation and expiration:** The cost of the service is non-refundable if residents choose to terminate this contract before its expiration or following a variation on the price by Urbaser. However, customers have the right to cancel within 14 days of subscription without giving any reasons and receive a full refund (a £15.00 admin charge will be incurred). Funds will be issued using the same means of payment as you used for the initial transaction within 28 working days from the date of cancellation.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement using our "Contact details" below.

4. **Renewal:** You will be notified in advance of your subscription expiring. Should you not renew your subscription by the deadline set in the renewal reminder, your bin will not continue to be emptied and will be removed from your property.
5. **Contact details:** Customers can contact us by post at the following address, Urbaser Ltd, Gosport Borough Council Depot, 20 Wilmot Lane, Gosport, PO12 3RY. Alternatively you can contact us by telephone on the following number 02393 990038 or via email [gospportgrs@urbaser.co.uk](mailto:gospportgrs@urbaser.co.uk)

## Use of the bin:

1. Once you sign up to the Scheme you will be provided with a new dedicated Scheme 240 litre bin. This bin will continue to be used each subsequent year that you renew your subscription. The new bin(s) will be clearly identified as being for the sole use of the Scheme by a subscription sticker, which will change each subscription year.
2. If a bin is presented for collection without a scheme sticker, or with an incorrect sticker, it will not be collected.
3. Only garden waste presented in the correct Scheme supplied 240L brown bin will be emptied on the scheduled day of collection. Garden waste presented in any other receptacle, including black or clear sacks, or boxes, will not be collected. If required, further bins can be purchased. Customers may purchase up to 4 bins per property, costing an extra £40.00 per additional bin per year, on top of the initial subscription fee.
4. All garden waste material is to be placed loose in the container. No plastic bags of any kind are to be placed in the container.
5. Urbaser will not collect 'side waste' i.e. additional green waste placed next to the bin. This will be left at the property.
6. Only plant material is to be placed in the container (e.g. grass cuttings, hedge trimmings, weeds, prunings, dead plants, twigs and small branches (less than 10cm in diameter)). The following items are NOT acceptable and are not to be placed in the garden waste bin: rubble, soil, plastic, kitchen waste (e.g. teabags, fruit and vegetable peelings, etc.) or animal bedding. If in doubt, please refer to our website ([www.gardenrecyclingscheme.co.uk](http://www.gardenrecyclingscheme.co.uk)). Urbaser and the Council reserve the right to amend the types of materials collected at any time.
7. Bins containing unacceptable material will not be emptied. If the bin contains unacceptable items it is the responsibility of the householder to remove the item(s) prior to the next collection. A hanger will be placed on the bin explaining that contamination was the reason for the missed collection. If this unacceptable material continues to be placed in the bin, we will remove the bin and collections will cease. No money will be refunded in these circumstances. Residents should contact Urbaser if they are unsure why their bin has not been collected and has been given a contamination hanger.
8. Urbaser will charge £25.00 if a customer wishes Urbaser to empty a contaminated bin. Please contact us using details in "Subscription and Charges" to arrange this service.
9. All containers remain the property of Urbaser at all times. Customers are responsible for keeping their bin(s) safe and clean, and reporting any damaged, lost or stolen bin(s) to Urbaser. Urbaser reserves the right to charge for replacement bins damaged by misuse by the customer or general wear and tear. The customer will be charged a replacement fee of £45.00 per bin. Customers will be charged the full bin replacement fee if they permanently change the appearance of their bin e.g. with painted house numbers.
10. However, if a customer genuinely believes their bin(s) has been stolen they must report this to the police. If a resident then submits a valid crime reference number to Urbaser we will replace the missing bin free of charge. We reserve the right to remove bins from properties that are identified as being unauthorised or have previously been reported stolen.
11. Bins that are overflowing will not be emptied. The bin lid must be closed for safety reasons.
12. Heavy bins may not be collected as this may cause damage to the bins during collection or pose a health and safety risk to our collection operatives.
13. If garden waste is too compacted and will not come out of the bin when tipped it shall be left in the bin for the resident to de-compact and will be collected on the next scheduled collection date.
14. All bins are supplied to the householder for the purpose of collecting garden waste only. Urbaser accepts no liability for bins used for any other purpose than for which they were intended.
15. Garden waste collected from the household becomes the property of Urbaser once emptied into the garden waste collection vehicle.

16. If a customer moves to a new house outside of the borough they must notify Urbaser to cancel their subscription, and present their bin(s) for removal.
17. If a customer moves to a new house within the borough they must take their bin(s) with them. Failure to notify Urbaser of the new address will result in missed collections which shall not be refunded. Customers will receive details of their new collection date within 20 days of notifying Urbaser of the new address. No refunds will be provided for any gap in the service.

## General:

1. Collections are made fortnightly according to your allocated day. Collection dates are available on the website [www.gardenrecyclingscheme.co.uk](http://www.gardenrecyclingscheme.co.uk).
2. Urbaser reserves the right to alter collections if required. Customers will be notified in advance of these changes on our website.
3. In the event of circumstances beyond the control of Urbaser such as severe weather (Force Majeure Event), Urbaser reserves the right to suspend collections and no refund will be given. Notice of this will be posted on our website.
4. During cold weather the contents of bins may freeze, meaning it may not be possible to fully empty the bin without damaging it. In these circumstances the remaining garden waste will be collected on the next scheduled collection date.
5. Your bins are to be put out at the boundary of your property or in the communal bin area/collection point clearly visible from the road by 7am on the day of collection, even if they are only partly full. If it is not present by this time the crew will not return until the next scheduled collection day and a refund for this missed collection shall not be given. Bins will not be collected from alleyways behind houses and must be presented at the front of properties.
6. Notwithstanding point 5 above, an assisted collection service is available for those residents who already receive assisted refuse and recycling collections agreed by the Council.
7. If access to the bin(s) is blocked or the highway to the container is impassable then the collection crew will try to empty the bin again within two working days of the first attempt. If there is still no access to the bin, the crew will return on the next scheduled collection day.
8. If access to a bin by a collection vehicle is blocked, the collection crew will make every effort to return once access becomes available. In exceptional circumstances, if a collection vehicle is repeatedly restricted from accessing bins, customers may be asked to take their bins to an agreed collection point.
9. If your collection is missed you must contact us (using the contact details provided in the Subscription Charge section of these Terms and Conditions) within two working days of the scheduled collection, for the miss to be remedied. If the crew has not reported a problem with the collection, i.e. blocked access, bin not found, excess or unacceptable waste, we will attempt to return within two working days of notification of the missed collection.
10. If you move out of the borough before the end of your Scheme subscription a refund will not be given for any remaining collections.
11. You may leave the service at any time by notifying Urbaser using the "Contact details" in section "Subscription and Charges". There are no refunds if leaving part way through the year.
12. Data Protection: Your personnel data collected by Urbaser for the purpose of this contract shall be processed in accordance with the Data Protection Act 1998 and the General Data Protection Regulation when applicable.
13. Jurisdiction and applicable law: The English courts shall have exclusive jurisdiction over any claim arising from, or related to, these Garden Recycling Scheme Terms and Conditions. These Terms and Conditions are governed by English law.