

Garden waste service terms and conditions

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Contents

1. Service charges	2
2. Subscribing	2
3. Payments	2
4. Cancellation	2
5. Renewals	2
6. Lost or damaged bins	2
7. Collection frequency	3
8. Presentation of bins	3
9. Missed collections	3
10. Sharing bins	4
11. Moving home	4
12. What goes into the garden waste bin?	4
Acceptable material, contamination and overweight garden waste bins	4
13. Eligibility	5
14. Statutory rights	5
15. Data protection statement	5
16. Marketing	5

This agreement is made between the customer (you) and Luton Council (the council) and sets out the terms and conditions of use of the council's chargeable garden waste service (the service).

1. Service charges

The Service charges are published on www.luton.gov.uk/gardenwaste in January each year. The service runs fortnightly:

- February to November inclusive for a seasonal collection service

2. Subscribing

Subscribers will pay the full seasonal charge **at all times**, even if they subscribe after the season start date.

All subscriptions will finish at the end of every collection season, and a household will need to re-subscribe for the following season.

After subscription, we will send you a subscription permit to place on your garden waste bin. Please allow up to 14 days for this to arrive. Please contact us at gardenwaste@luton.gov.uk on day 15 after subscription if it has not arrived.

The service will begin on your next scheduled collection day providing you have received and placed the subscription permit on your bin. We may not be able to start your service if you have not received any new bin/s ordered and/or are still awaiting subscription permits to be delivered.

If you wish to subscribe for more than one bin you will be charged an additional subscription fee as per pricing in the service charges. Additional bins will be charged at £21.75 each in addition to the subscription fee(s) and will be delivered within 14 days after subscription.

3. Payments

Payments are required in **advance** and can be made in the following ways:

Luton Council website: www.luton.gov.uk/gardenwaste, you can pay by debit card or credit card

Luton Councils Customer Contact Centre: You can pay by debit card or credit card

4. Cancellation

You can cancel your subscription(s) within 14 days after you have signed up providing you have not received a collection in this time. Please use our online form to cancel. A refund will be made within 10 working days back to the original payment method used. You may be required to return the subscription permit if it has been dispatched prior to your cancellation request before a refund is made.

After the 14 day cancellation period has expired, the council will not refund the cost of the service, even if you no longer require the Service.

5. Renewals

If you provided us with a valid e-mail address, a reminder will be sent to you for renewal in December each year. Subscriptions **are not** automatically renewed, customers will need to re-subscribe each season for collections to continue.

The seasonal payment made by you is for the supply of the garden waste service and not for the bin. If you do not have a brown wheelie bin to use with the service we will supply one for £21.75.

We reserve the right to remove wheelie bins from non-subscribed households.

6. Lost or damaged bins

The cost of a replacement bin is £21.75 if your bin is lost/stolen or damaged.

If the bin has fallen into the back of the collection vehicle in error or has sustained damage by us, we will replace the bin free of charge. Replacement bins can be ordered using our online form at www.luton.gov.uk/gardenwaste.

7. Collection frequency

Your collection will take place every two weeks (fortnightly) throughout the garden waste season (February to November). Please see our website or our 'Luton bins' app for your collection day/week.

Changes may occur during public holidays. Please lookout for updates at www.luton.gov.uk/gardenwaste.

During adverse weather conditions or emergencies where the service is impacted, we will attempt to empty your bin when it is safe to do so or when the operation allows. No refunds will be made if we cannot collect your bin for any reasons outside of our control.

We reserve the right to alter the collection day or collection season, but will use our reasonable endeavours to provide notice to subscribers of any changes.

8. Presentation of bins

Bins must be presented for collection by the resident at the boundary of their property by 6:00am on the day of collection. The bin should be clearly visible, accessible, and contain a valid subscription permit in the correct position (underneath the handles on the body of the bin).

If your garden waste bin is not presented as requested, we will not collect your bin until the next scheduled collection. The council's decision is final in respect of bins not being presented correctly.

If you share a bin with a neighbour, the bin must be presented for collection at the property that the subscription has been registered against.

If you are on the assisted collection service the bin must be visible and accessible.

The bin lid must be closed when presented for collection.

No side waste will be collected, only waste in the bin will be taken.

We may not be able to empty content that is stuck or frozen into the bin.

9. Missed collections

If your bin has been missed then you **must report it online or by phone within two days** of your normal collection day. Failure to do so will mean we are unable to accept your collection as being missed.

Your bin **will not** be collected if our crew have reported it as:

- not available (your bin was not out)
- overweight
- having been contaminated with the wrong materials in it
- not displaying a valid subscription permit

We will use our reasonable endeavours to collect your missed bin within three working days after it has been reported missed. However, on occasions this may take longer.

No refunds will be provided for non-collection of your garden waste.

10. Sharing bins

If you wish to share a garden waste bin with a neighbour(s), only one person needs to sign up to the garden waste service. The garden waste service will be registered at one property only and collected at that property. It will be up to individual neighbour(s) to identify how they split the cost of the garden waste service.

The council will not be get involved in any disputes that may arise through neighbours sharing bins.

11. Moving home

If you move home **within** the Borough of Luton during a collection season, the remaining subscription period will stay with your old property and you will need to re-subscribe to the service at your new home at the standard applicable cost of the service at that time.

All bins present at your old property will need to remain in situ for the new owners/occupiers who will continue to benefit of the valid subscription until the end of the collection season.

If you move to a property **outside** of the Borough of Luton you will not be entitled to a refund unless you are cancelling within 14 days of subscription.

12. What goes into the garden waste bin?

Acceptable material, contamination and overweight garden waste bins

Only loose garden waste may be placed in the garden waste bin. Garden waste includes:

- Grass cuttings
- Flowers
- Small tree branches
- Loose leaves
- Shrub and hedge trimmings

Do not:

Put large branches (greater than 10 cm in diameter), stones, gravel or soil in the bin Place garden waste in plastic bags or any other packaging, as this affects the composting process and contaminates the resultant compost.

Contaminated bins (bins containing incorrect materials) will not be emptied. A label will be placed on the bin and will be recorded as contaminated on our in cab system.

If the bin is contaminated it is your responsibility to remove the item(s) of contamination prior to the next scheduled collection.

Bins that are overflowing or overweight will not be emptied. The bin may be overweight as compacted too densely.

A tag will be placed on the bin by the crew to identify it as being overweight when they are either not able to move the bin, or the vehicle is not able to lift the bin to empty it.

If the bin is too full or overweight, it is the householder's responsibility to remove the item(s) prior to the next scheduled collection.

13. Eligibility

The council has the right to refuse the service if customers cannot meet the following criteria:

Each bin collection point must be easily accessible by a 26 ton refuse collection vehicle so it can empty the bin easily and safely.

The garden waste bin must be able to be stored within the boundaries of the property.

We reserve the right to cancel subscriptions after inception if the above eligibility criteria is not met.

14. Statutory rights

These terms and conditions of the garden waste collections service do not affect your statutory rights.

15. Data protection statement

We collect information about you when you subscribe to this service; the information collected is:

- your name
- property address
- email address
- phone number

We have a duty to keep records up to date therefore we require customers to notify us of any changes to their personal details.

When you subscribe to the service, we collect information about you to allow us to provide the service and to allow us to contact you in relation to the renewal of your current subscription or when the service is impacted.

The council will use information, including personal information, provided by you to process your application. This information may be used by the council and its partners to deliver and improve the service, and not for any other purpose.

The council is a data controller under the Data Protection Act 2018. We hold information for the purposes specified in our notification to the information commissioner and may use this information for any of them.

All personal information will be processed in accordance with the act, and will only be kept as long as it is necessary, and will be destroyed after 12 months once the service ceases.

16. Marketing

Your personal details will not be passed to any other organisation or third party. We will use your email address to send you a service renewal reminder each year.

We may send you a feedback form in order to improve the service. You can opt out of this or participation in any customer satisfaction surveys.