

Tonbridge & Malling Borough Council

Chargeable Garden Waste Collection Service: Terms & Conditions

1. Garden waste will be collected once each fortnight on the allocated collection day. The service covers 12 months' collection. The service may be suspended over the Christmas and New Year period (the Council now collects on all other bank holidays) and in exceptional circumstances such as bad weather. Prior notification will be provided where circumstances permit.

2. Garden waste will only be collected from properties subscribed to the service and from containers issued by Tonbridge & Malling Borough Council (TMBC), and collection payments must be up to date.

3. Subscribers to the service will receive a brown 240 litre wheeled bin for the collection of garden waste. Wheeled bins remain the property of the Council. You are responsible for maintaining the condition of the bin. If the bin becomes faulty you must report the fault to the Council promptly.

4. The subscription is due for renewal on the anniversary of the month the first collection takes place.

5. Up to two **additional** garden waste bins per property can be ordered. The contract year for additional bins will expire on the same date as the first bin, for example: the first bin is ordered in October and an additional bin is ordered in March, both bins subscription year will expire at the same time the following October.

6. The Council reserves the right to assess applications to determine whether or not your property is suitable for the service. If a property has wheeled bins for residual and recycling collections it will be deemed suitable for a wheeled bin for garden waste unless:

- there is no space to put the additional wheeled bin, for example, there is a place at the front of the property but it will cause an unacceptable obstruction to gain access to or exit from the premises to the highway
- there is suitable storage at the rear of the property but there is no way of wheeling the bin to the point for collection, for example, the only access is through the house; or
- there is no access and/or there will be an unacceptable obstruction on the highway

7. If the property is assessed as unsuitable for wheeled bin collections and you receive 'sack' collections, you can subscribe to the service and receive three brown 90 litre re-usable bags for the storage and presentation of garden waste. This gives a capacity of up to 270L per collection. The reusable garden bag collection will be charged at the same rate as a wheeled bin subscription.

8. A 140L garden waste bin is available, however it will be charged at the same subscription charge as a 240L bin. This will only be offered if you have a very small garden (and/or already has 140L bins). Please be aware additional garden waste cannot be presented next to the bin (referred to as 'side' waste) and once the 140L bin is delivered it cannot be swapped for a larger bin within the subscription year.

9. A charge for the service is payable annually in advance. The Council reserves the right to vary the collection charge usually on an annual basis. Non-payment will result in suspension of the service. Containers will be reclaimed from any customers who fail to pay for the service. If the container is not recoverable for any reason, you must pay for the cost of the container plus an administration fee.

10. All garden waste bins or bags must be presented at the boundary of the property, nearest to where the collection vehicles pass, by 7am on the morning of collection. Missed collections must be reported within one working day of when the collection was due, and the Council will return and collect it.

11. If the container/s are not presented when the crew arrive for collection, they will not return until the next collection is due. No refunds will be issued in these circumstances.

12. An assisted collection service is available to residents who meet the Council's assisted collection criteria.

13. Only garden waste must be placed in the bin/bags (grass cuttings, prunings, flowers, plants and weeds). All material must be placed loose in the container/s and should not be compacted in any way. Garden waste does **not** include soil, stones or rubble, noxious weeds such as Japanese knotweed, ragwort or giant hogweed, plastic flower pots trays or bags, wood that has been treated or painted, vacuum dust, fire cinders or sawdust, food or kitchen waste including peelings, cat or dog faeces, pet litter or bedding, or cardboard. No plastic of any kind may be put in the bin/sacks. Any such items will be treated as contamination.

14. Contaminated containers will not be emptied. They will not be emptied until the next collection is due and only if the contamination has been removed. It is your responsibility to sort the contents of the bin/re-usable bags and remove contamination. No refunds will be issued in these circumstances.

15. Bins or re-usable garden bags that are considered to be too heavy for safe handling and emptying will not be emptied. They will not be emptied until the next collection is due providing the weight of the bin/bags is reduced. It is the resident's responsibility to sort the contents of the bin/bags and reduce weight. No refunds will be issued in these circumstances.

16. We will only empty the subscribed containers. The Council will not empty or clear any additional green 'side' waste placed next to the bin or in unauthorised containers or bags. The bin lid should be closed for safety reasons. If you have a re-usable bag collection, you can only present up to the three subscribed Council bags per collection, unless you purchase additional subscriptions. You can purchase up to three subscriptions per property.

17. If you move to another address but remain in the Borough you must notify the recycling and waste team at the Council. You will need to take out a new subscription at the new address, any outstanding balance from the old address will be added to the new subscription. Please leave the garden waste bin at the property. If you move out of the borough you must notify the recycling and waste team and ensure that the garden bin is accessible for removal. Refunds are not available for withdrawing from the scheme part way through the subscription year.

18. The Council will replace any bin that is damaged whilst being emptied, except where damage is a result of prohibited waste being placed in the container by the resident.

19. Any bins that become faulty through fair wear and tear will be repaired or replaced free of charge.

20. You will be responsible for the cost of replacing the bin if it is damaged as a result of your actions.

21. The Council will replace the first bin reported as lost or stolen free of charge, (we may require a police reference number), but may make a charge for the replacement of a further lost or stolen bin. Lost re-usable garden bags must be reported and the Council will replace them free of charge. If multiple reports of lost bags are linked to one particular address the Council reserves the right to charge for replacements.

22. This service is available for TMBC residents only. Housing Associations and private management companies, where they maintain communal gardens, must make their own arrangements for the collection and disposal of garden waste, as this would be classed as commercial waste. The only exception to this would be where the residents as a group manage their own buildings/grounds.

23. Prices will be reviewed annually in line with the Council's Fees & Charges Report.

24. The Council reserves the right to vary the service by giving customers advanced notice.

25. Nothing herein contained is intended to affect, nor will it affect, a customer's statutory rights.