

T&M Garden Waste Terms and Conditions

Duration

This Contract will run for 12 months from the Service commencement date and can be renewed annually.

Service commencement

Bins ordered and payment made up to the 14th of the month, will be delivered by the end of the same calendar month. Collections will commence **from** the first Monday of the following month.

Bins ordered after the 14th of the month will be delivered by the end of the following month, for example a bin ordered on 15th August will be delivered by the end of September and service commences **from** the first Monday in October.

Please note the day of service commencement is not necessarily the same date of your first collection.

The Cost

The annual Garden Waste Service fee is for the collection of garden waste, the bin/bag remains the property of the Council. The fee is *£40 per year for one brown bin or three 90L brown hessian bags. Additional bin/bag subscriptions are available at *£25 each (up to a total of 3 bins per address). Additional bin/bag subscriptions will expire on the anniversary of the first bin subscription, regardless of when they were taken out. For example: the first bin is ordered in March and an additional bin is ordered in October, the subscription year will be due for renewal for both bins the following March.

*The fees for each upcoming financial year will be advertised from the month of March. Payment for the Service is required annually in advance.

Residents who signed up to the service during the special offer period up to 2 August 2019, will receive the same reduced price for their first renewal.

The Council reserves the right to vary the collection charge usually on an annual basis. Non-payment will result in suspension of the Service. The bins or bags will be retrieved if a customer fails to pay for the service.

If the bins or bags are not recoverable for any reason, the Customer is liable to pay the Council for the cost of the bins or bags plus an administration fee.

Any payment made for the Garden Waste Service is non-refundable. Refunds are not available for withdrawing from the scheme during the subscription year.

Payments

We currently take credit or debit card payments. Additional options such as re-occurring card payments and direct debit may be added at a later date.

Single annual payments must be made by the anniversary of the service commencement date.

If payment is not received the collection service will cease, the bin must be made available for removal.

Additional Bins

Up to two **additional** garden waste bins per property can be ordered. Making a maximum of three garden bins at any single property. The contract year for additional bins will expire on the same day as the first bin, for example: the first bin is ordered in October 2019 and additional bin ordered in March 2020, the subscription year for both bins would be due for renewal in October 2020.

Cancellation

The Service can be cancelled at any time before the bin is delivered. Once the bin is delivered then the contract is instigated and is not refundable.

Refunds are not available for withdrawing from the scheme during the subscription year.

The Service

Garden waste is scheduled for collection once each fortnight. 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 other circumstances, including severe weather and Force Majeure events. Prior notification will be provided where circumstances permit though no refunds will be issued in such circumstances.

The contract is strictly between the Council and the customer. Garden waste will only be collected from properties subscribed to the service and from containers supplied by Tonbridge and Malling Borough Council. The collection payments must be up to date.

Subscribers to the service will receive a brown 240L wheeled bin for the collection of garden waste (or 3 x 90L brown bags if not suitable for wheeled bins – see assessment below). A smaller 140L bin is available, however please note: the container size cannot be changed during the subscription year and all garden waste must be contained within the bin, no additional garden waste will be collected alongside or on top of the bin.

Missed collections must be reported to the Council within two working days of the scheduled collection date for the property. If a missed collection is reported more than two working days after the scheduled collection date, the bin or bags will not be emptied until the next scheduled collection.

Missed collections can be reported on our website www.tmbc.gov.uk/waste or by calling 01732 876147.

The assessment

The Council reserves the right to assess applications to determine whether a Customer's property is suitable for the wheeled bin service. 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; and

There is no access and/or there will be an unacceptable obstruction on the highway.

If a Customer's property is assessed as unsuitable for wheeled bin collections and currently receives 'sack' collections, the Customer can subscribe to the service and receive three brown 90L 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 is charged at the same rate as a wheeled bin subscription.

Moving House

It is the Customer's responsibility to inform the Council of any changes of address. This can be done by emailing waste.services@tmhc.gov.uk or calling our customer service team on 01732 876147.

If a customer relocates to another property within the borough, the subscriber can move the bins or bags from the old property to the new property and the subscription transferred to the new address. If the subscriber is unable to take the bin/s to the new address we can arrange this on request.

If a customer moves outside the Borough of Tonbridge and Malling, the service will be terminated from the date of vacation. No refunds will be issued in this circumstance and the bin/s must be left at the property.

Definition of garden waste

The approved list of what constitutes Garden Waste is as follows:

Grass cuttings

Hedge clippings

Small tree pruning, branches, bark and twigs

Tree branches (up to 3" or 7.5cm in diameter)

Moss, weeds (but not controlled weeds such as Japanese Knotweed and Ragwort)

Flowers

Plants with excessive soil removed

Small amounts of fallen fruit (windfall fruit)

Leaves

Real Christmas trees (without decorations or pot)

The Garden Waste Collection Service is for domestic household garden waste only and is not for the use of commercial gardening services.

No side waste will be accepted outside the brown bin or bags with the exception of a Christmas tree with a trunk of no more than 3" (7.5cm) in diameter during the month of January.

Collection Information

Bins or bags must be presented at the boundary of the property by 7am on the specified garden waste collection day for the property. Bins or bags which are missed as not

presented in time will not be emptied until the next scheduled garden waste collection day for the property. No refunds will be made in these circumstances.

Assisted collections are available where Customers are physically unable to present the garden waste bins or bags at the boundary of the property. Applications for this Service can be made by calling telephone number: 01732 876147

Bins or bags that are considered to be too heavy for safe handling and emptying will not be emptied. These can then only be emptied on the next scheduled collection day, provided that the weight of the bin or sack has been reduced. It is the Customer's responsibility to sort the contents of the bin or bag and reduce weight. No refunds will be made in these circumstances.

Bins or bags which contain plastic bags or incorrect waste will not be emptied. It is the Customer's responsibility to remove contaminated waste prior to your next scheduled garden waste collection.

The lid of the bin must be kept closed for it to be collected.

If the bins or bags are used for any purpose other than for their intended garden waste use, the Council will not accept liability for loss or injury caused under such circumstances. If bins or bags are misused, they may be removed with no refund of fees paid. A charge may be levied for the replacement of bins or sacks that have been damaged by the Customer.

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

The Council will replace the first bin reported as lost/stolen free of charge, however the Council reserves the right to charge for replacement bins if subsequent reports of lost/stolen bins are made at the same address.

The 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 is classified as commercial waste. The only exception to this is where the residents as a group manage their own building/grounds.

All bins and bags remain the property of the council and must be surrendered on request. If the bins or bags become faulty the Customer must report the fault to the Council promptly.

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