Garden Waste Collection Subscription Service 2019
Terms and Conditions

You can dispose of the following waste in your garden waste bin:
• Grass cuttings
• Dead plants and weeds
• Hedge trimmings
• Leaves
• Small branches
• Fruit Fall
• Please note all garden waste including branches must be able to fit into your bin with the lid closed.

You cannot dispose of the following in your garden waste bin:
• Tree trunks, stumps or logs
• Plastic/polystyrene plant pots and trays
• Vegetable peelings or other food waste
• Soil, hard-core, stones or rubble
• Turf
• Japanese knot weed or any other harmful invasive plants or weeds
• Plastic or Compostable bags.

1. Application
These Terms and Conditions shall apply for the provision of Garden Waste Collection Services (the “Services”) by the London Borough of Croydon (the “Council”) to you (the “Customer”). No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the Council and the Customer.

2. Interpretation
2.3. The “Contractor” means an organisation that has a contract with the Council to provide the Services, (or some of part of them on the Council’s behalf).

2.4. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.5. Words imparting the singular number shall include the plural and vice-versa.
3. **Services**

3.1. The Council, through its Contractor operates a chargeable collection Service, for garden waste Collection (the “Services”), for households across the borough.

3.2. For an annual subscription, residents will be provided with 26 fortnightly collections of garden waste over a 12 month period.

3.3. The annual charge also covers the loan of the bin(s) in which garden waste must be placed for collection. The standard service will use:
   - 240 litre grey wheelie bin with a brown lid

3.4. The charge is for the provision of the Service and not the size of the bin used, or the amount of waste produced.

3.5. The chargeable garden waste Service is available for use by and payment from domestic households only. The Service is not available for all households eligible for a kerbside household service. This may exclude some flats or where access is difficult i.e. steps.

3.6. The Council reserves the right to alter the sizes of the collection bins at any time.

3.7. Bins ordered will be delivered within 10 working days (Monday — Saturday). Collections will commence on the next scheduled collection day following delivery of your bin. New or additional subscriptions to the service will have bins delivered in advance of the first scheduled collection.

3.8. Garden waste will be collected fortnightly on your allocated day (although this may change due to Public/Bank Holidays or exceptional circumstances). Your subscription covers the emptying of your bin only once on your collection day. Information about collection days will be available on the Council’s website.

3.9. The Council reserves the right to alter collections if required, and will endeavour to provide adequate notice to all householders that would be affected by the alteration.

3.10. The Council (via the Contractor) will make every effort to carry out collections on your collection day between 6am and 8pm. However, there may be delays due to events outside of the Council’s control (see clause 13).

3.11. Once garden waste has been collected from the household it is the property of the Council. It is then sent to a composting facility where it is turned into a soil improver.

3.12. Lost property cannot be retrieved and will not be compensated.
4. **Council Obligations**

4.1. The Council shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all relevant codes of practice.

4.2. The Council shall use reasonable endeavours to complete its performance of the Services within the time agreed as set out within this agreement; however time will not be of the essence in the performance of these obligations.

5. **Subscription Fees**

5.1. The fees (“Fees”) for the Services are set out on the Council’s website and will be reviewed annually.

5.2. You must make payment for the chargeable garden waste Service in advance by Debit Card or Credit Card only, online via [www.croydon.gov.uk/myaccount](http://www.croydon.gov.uk/myaccount). Customers who do not have access to the internet can sign up using the internet Services at Access Croydon or any public libraries, in person or nominate a person to do so on their behalf. The nominated person must accept on behalf of the paying Resident(s) the terms and condition of the Service and ensure the relevant collection information is provided to the Resident(s) receiving the Service.

5.3. You can join the scheme at any time during the year and will receive the Services for 12 Months equating to 26 fortnightly garden waste collections.

5.4. Customers will be notified in advance when the next annual payment is expected.

5.5. The fee shall be non-refundable, except in the circumstances outlined within this agreement. Please see clause 6.4. for further details.

5.6. If you order an additional bin after your original subscription period begins, the subscription start date for the additional bin will be the same as that for the original. The cost will be the standard annual fee, regardless of the length of the remaining period.

6. **Bin Delivery and Bin Maintenance**

6.1. Once the service has commenced, the Contractor will deliver your bin(s) within 10 working days (Monday-Saturday) from receipt of your paid application.

6.2. Occasionally the Contractor’s delivery to you may be affected by a Clause 13 event. If the Contractor is not able to deliver the bin(s) due to operational reasons or stock shortages, the Contractor will deliver the bin(s) as soon as practically possible.

6.3. From the completion of delivery, the bin(s) will be the responsibility of the resident. Delivery will be completed when the bin(s) are placed at the property named in your application.

6.4. If on arrival it is deemed that your property does not meet the requirements of an eligible property (i.e.: Health and Safety Issues or other anomalies) the bin(s) will not be delivered. In this instance you will not be entitled to the Service, but will receive a refund.
6.5. If you find that a bin is damaged on delivery, you have the right to request the replacement or repair of the bin(s). Please contact the Council as soon as possible. The Council will endeavour to get a replacement bin(s) delivered, as soon as possible.

6.6. The subscription payment otherwise covers the cost of the Service.

6.7. The bin(s) remains the property of the Council at all times.

6.8. Whilst you maintain your subscription Services, the bin(s) are loaned to you, and therefore you are responsible for maintaining the bin(s) in a serviceable condition, its cleanliness and the cleanliness around the bin(s) location whilst in your possession. If you wish to put your house number or name on the bin it must be done in such a way that if required the bin can be restored to its original condition.

6.9. The bin(s) must not be removed from the premises stated on the application to the scheme unless removed by, or with the authority of the Council.

6.10. You shall keep the bin(s) safe and secure. In the event of the bin being lost, stolen or damaged you may be required to pay to the Council the costs of the equivalent replacement bin(s) and its delivery unless the Council has damaged the bin(s) during collection.

6.11. Where the Council has damaged the bin(s) during the collection of garden waste, please contact the Council as soon as possible to arrange repair/replacement.

7. Presentation

7.1. You may only use the designated garden waste bin(s) provided by the Council for the chargeable garden waste Service.

7.2. The Contractor will not collect garden waste contained in any other bin(s).

7.3. The Contractor shall be under no obligation to provide a collection if:
   • The bin is not presented at your property boundary closest to the highway, by 6am on collection day;
   • The bin contents are contaminated, overflowing or overweight (over 25kg);
   • The bin is damaged and emptying it would pose a health and safety risk; or
   • If the bin is presented in such a way that it would pose a risk of being damaged by the Council’s equipment (example, excessive overflow of waste, as such, which would prevent the lid from closing).

7.4. If the bin(s) is/are contaminated with materials that are not accepted in the garden waste Service, it is your responsibility to remove the contamination before the next scheduled collection. Frequent contamination may result in the cancellation of the Service at the Council’s discretion.

7.5. There should be no sacks placed within the bin(s). All garden waste should be placed loose inside the bin(s).

7.6. You grant the Council the right (and the Contractor when authorised by the Council) to remove the bin(s) from your property in the event of withdrawal of the Service or contamination of the material.
7.7. No side waste will be collected i.e. extra waste next to the bin or balanced on the lid.

7.8. Residents that already receive an assisted collection Service for waste and recycling collections will be eligible for an assisted collection for their garden waste.

7.9. The bin(s) should be removed from the public highway as soon as is reasonably practical after collection (it is an offence to obstruct the highway).

8. Service Issues

8.1. In the unlikely event that there is a problem with the garden waste collection Service:
   Please contact the Council via your www.croydon.gov.uk/myaccount to report the problem after 6pm on the day of the collection and within 2 working days of your collection day.

8.2. Any reports of missed collection reported outside of these times will not be collected. The Council will investigate all missed collections reported within the timescale and will not return if a bin is suspected of being refilled.

9. Moving Home

9.1. You must inform the Council via www.croydon.gov.uk/myaccount of any change in address to enable the Council to amend your collection details to your new address
   Also to cancel the Service if you will no longer be a resident in an eligible property within the London Borough of Croydon.

9.2. In the event that collection slots are missed, due to a change in address, the Council shall not make any refund of the fees, the Council will require time to process the amendment.

10. Cancellation and Refund

The Parties can cancel the Services in the following ways:

Customer

10.1. Before the Council begins to provide the chargeable garden waste Service, you may cancel your Application within 14 working days of making payment. In this case, the Council will refund the payment made for the garden waste Service. However, the Council will not refund any money if the cancellation is not made within 14 working days of the payment being made.

10.2. Once you are receiving the chargeable garden waste Service, you may cancel the contract for the Service at any time by providing the Council with at least one month’s notice via www.croydon.gov.uk/myaccount. Please note you will not be refunded any of the amount paid at the time of your application.

10.3. Once cancelled, the Contractor will collect the bin(s), if there is any damage, or if the bin(s) are defaced or not available, the Council reserve the right to charge you for repair/replacement of said bin(s).
10.4. Bin must be left out to the front of the address to allow collection to take place.

**Council**

10.5. Once the Council has begun to provide you with a chargeable garden waste Service, the Council may cancel the contract by providing you with at least one month’s notice in writing.

10.6. The Council may cancel the contract with you for the chargeable garden waste Service at any time with immediate effect by giving written notice if you breach the contract in any other material way and do not correct the problem within 5 working days of the Council making its request for you to do so.

10.7. Clause 10.3. shall apply upon cancellation by the Council.

**11. Liability and Indemnity**

11.1. The Council will not be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Council’s employees, contractors, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or with the use by the Resident(s) of the Services supplied whether as a result of breach of contract, breach of statutory duty, tort, (including negligence) or otherwise howsoever arising.

11.2. The Council shall not be liable to the Resident(s) or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Council’s obligations if such delay or failure is due to any cause beyond the Council’s reasonable control.

11.3. Nothing in these Terms and Conditions shall limit or exclude the Council’s liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

**12. Sub-Contracting**

12.1. The Council shall be free to sub-contract the provision of the Services (or any part thereof).

**13. Force Majeure (Event outside the Council’s Control)**

Neither party shall be liable for any failure nor is delay in performing their obligations where such failure or delay results from any causing that beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

**14. Communications**

14.1. All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
14.2. Notices shall be deemed to have been duly given:
   
   (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or otherwise at the commencement of the next business hours;
   
   (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
   
   (c) on the fifth business day following mailing, if mailed by national ordinary mail; or
   
   (d) on the tenth business day following mailing, if mailed by airmail.

14.3. All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

14.4. The Council and the Contractor will use your email and/or postal address to provide you with information about your garden waste collection Service, including a reminder when your subscription is due for renewal.

15. No Waiver

15.1. No waiver by the Council of any breach of these Terms and Conditions by the Resident(s) shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.2. No failure or delay on the part of either the Council or the Resident(s) to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

16. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

17. Law and Jurisdiction

17.1. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2. Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.
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