

Basingstoke and Deane Borough Council and Hart District Council

Garden Waste Collection Service

Terms and Conditions

By subscribing to the garden waste service you are agreeing to the following terms and conditions. Please take a moment to read them.

1 SUBSCRIPTION

- 1.1 Customers may join the scheme at any point during the year.
- 1.2 Customer subscriptions will be valid for 12 calendar months from the date of joining.
- 1.3 Customers will be sent a reminder in advance of the renewal date to renew their subscription. If the subscription is not renewed the service will be cancelled.
- 1.4 If a customer moves within the borough or district they can transfer the service to their new address. Customers moving outside of the borough or district can transfer the service to another resident. Allow ten working days to process this.
- 1.5 The cost of the service is **non-refundable**.

2 NEW OR REPLACEMENT SACKS/BINS

- 2.1 For Basingstoke customers only - New sacks will **not** be automatically issued to customers who are renewing their subscriptions as it is assumed they will use sacks from the previous year.
- 2.2 For Basingstoke customers only - Replacement sacks can be ordered if they are worn out, go missing or are stolen.
- 2.3 If your bin goes missing, is damaged or stolen you will need to purchase a new one. However, if it is within the first two years of purchase and proof is provided of the same then a replacement bin will be provided free of charge.

3 COLLECTION DATES

- 3.1 There will be 25 garden waste collections per year, except as may be provided for by clause 7.
- 3.2 Collections will take place once a fortnight on your designated day.
- 3.3 Collection days remain the same throughout the year except as detailed at clause 3.4 below and will not change on bank holidays including Good Friday and Easter Monday.
- 3.4 No collections will take place for the two-week period over Christmas and the New Year, information will be posted on the Basingstoke and Deane Borough Council and Hart District Council websites. .
- 3.5 If unavoidable delays are experienced, collections may take place on a Saturday or Sunday.

4 COLLECTIONS

- 4.1 Bins and sacks must be presented for collection by 7am in Basingstoke and Deane and by 6.30am in Hart District Council.

- 4.2 Bins and sacks should be presented for collection at the nearest point to the public highway (pavement or road) accessible by the collection vehicle. This could be on the boundary of your property, on the footpath, or at the end of your path or shared drive.
- 4.3 Only official Basingstoke and Deane Borough Council/Hart District Council bins and sacks will be emptied.
- 4.4 All bins and/or sacks must be identifiable with an address by means of an address tag, numbered sticker, or paint.
- 4.5 Collection teams will only collect the number of bins and/or sacks subscribed for.
- 4.6 The maximum weight for sacks is 20 kg and the maximum weight for bins is 50 kg. The Contractor reserves the right not to collect a sack or bin where it is above the maximum weight but the Contractor's operative reasonably believes collecting it will result in a Health & Safety issue. If a collection is unable to take place due to bins/sacks being overweight collection crews will leave a tag on the bin or sack.
- 4.7 For Basingstoke sacks only – a weighted object should be left next to the sacks so it can be placed on the empty sacks to prevent them blowing away.

5 CONTENTS OF BINS/SACKS

- 5.1 The bins and/or sacks can be used for the collection of grass cuttings, hedge trimmings, cut flowers, weeds, leaves, twigs, and prunings. The maximum diameter of branches allowed in garden waste containers is no more than 100mm to ensure the material is suitable for processing.
- 5.2 The containers **cannot** be used for food waste (including fruit and vegetable peelings), soil, turf, stones, rubble, fruit fall, animal waste (including bedding), Japanese knotweed, wood, biodegradable plastics, straw, sawdust, or compost.
- 5.3 Frozen garden waste – Collection staff will use a tool and attempt to empty bins where contents are frozen, if they cannot be dislodged the crew will return later in the day.
- 5.4 If a collection is unable to take place due to bins/sacks containing the incorrect items collection crews will leave a tag on the bin or sack.

6 REPORTING A MISSED COLLECTION

- 6.1 In the event that a bin and/or sack that has been presented correctly and missed by the refuse collector this must be reported by the end of the next working day:

Basingstoke: www.basingstoke.gov.uk/missed_bin or calling 01256 844844

Hart: www.hart.gov.uk/missed-bin-collection-reporting-form or calling 01252 622122

- 6.2 The bin and/or sack must remain at the collection point so that the refuse collector may return and collect them, which will be within 2 working days.
- 6.3 The refuse collector will **not** return for any bins and/or sacks that do not comply with clauses 4 and 5.

7 FORCE MAJEURE

- 7.1 The Council shall not be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from extreme weather conditions including fire, flood, storm or earthquake and any other natural disaster or acts of God, riots, war, acts of terrorism, unplanned road closures or other unforeseen access issues, Government

restrictions relating to an epidemic or pandemic or otherwise, illness or staff shortages as a result of an epidemic or pandemic, business disruption caused by a pandemic or epidemic or any other event caused by circumstances beyond the reasonable control of the refuse contractor but excluding any industrial dispute relating solely to the Contractor, the Contractor's Personnel or any other failure in the Contractor's supply chain.

- 7.2 Where garden waste cannot be collected information will be posted on the Basingstoke and Deane Borough Council and Hart District Council websites.
- 7.3 Where garden waste has not been collected as a result of one of the circumstances stated under clause 7.1 the Council shall be under no obligation to issue a refund or extend collections.

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