

## Terms and Conditions of the EHC Garden Waste Subscription Service

1. This agreement is made between the resident, 'you/the customer' and East Hertfordshire District Council, 'we/the Council' of Council Offices, Pegs Lane, Hertford, Hertfordshire and relates to the Council's fortnightly garden waste collection service, 'the service'. The Council may vary or change these Terms and Conditions at any time in order to comply with any change in law, statutory guidance or best practice initiatives. You will be given at least 10 days prior written notice of any such changes. We will contact the customer using the contact details provided to the Council by the Customer at sign up.

2. Subject to Clause 3, this agreement will run from 1<sup>st</sup> April to 31<sup>st</sup> March each year, 'the service period'. Provision of services during any service period will commence a minimum of 14 days after the customer requests the service until the end of the service period. Thereafter, and in both cases, this agreement will renew annually subject to the following:

- a. Payment of the Charges
- b. The customer's right to terminate this agreement at any time
- c. The Council's right to terminate at any time for material breach
- d. The Council's right to give prior notice that the service will discontinue
- e. The Council's right to amend or replace this agreement

3. In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have fourteen days from acceptance of these Terms and Conditions to request cancellation of this service. Requests to cancel the service must be in writing to the Council address as stated in Clause 1 or emailed to XXXXXX . Cancellations cannot be accepted by phone. The Council will refund any payment for the services if a request for cancellation is received in accordance with this Clause.

4. The service will only be available to customers who have subscribed and paid for the service in advance, using bins or sacks supplied by the Council. All garden waste bins/sacks must be clearly visible from the road at your property's boundary, without any obstructions, away from hedges and walls and presented with the handles facing the kerb. Any sticker provided to you by the Council must be clearly seen.

5. The customer agrees to pay the Council the annual charge (see Clause 7) for the collection of garden waste for the duration of this agreement. Charges may be subject to annual inflationary increases or any change in accordance with any Council policies regarding income or contract charges. Such policies are available on the Council's website or on request. In order to secure a complete service for 1 year, Charges are required to be paid before the start of the subscription year (1<sup>st</sup> April) each year, but in any case prior to the first collection due in that year. You will be notified of any price increase or price decrease at least 10 working days before this date. Payments received after the start of the subscription year will not be reduced to reflect less than a complete service for 1 year.

6. Charges paid by Direct Debit if available renew automatically unless cancelled by the customer.

7. Details of current service Charges and concessions can be found on our website at XXXXXX. Payment by instalment will not be accepted.

8. The standard service is for one 240L brown garden waste bin, 'the bin'. There is the option of paying for a maximum of three brown 240L garden waste bins supplied per property. All bins provided by the Council for the services shall at all times remain the property of the Council.

9. Customers with properties which front directly onto the Highway, with no front garden or yard, may be permitted to use sacks (provided by the Council) for the purposes of payment, sack collections will be considered equivalent to 1 bin collection and no more than 4 sacks can be placed out at each scheduled collection.

10. Payment can be made by annual Direct Debit, credit or debit card. Payment will not be accepted via any other method.

11. The Council empties bins fortnightly. Changes to this schedule may arise from bank holiday disruptions or extreme weather conditions; however, we will communicate any scheduled changes with residents in advance via the Council's website.

12. If we fail to collect your bin, you must report it within 48 hours and it will be collected in line with our missed bin policy. Details of our missed bin policy can be found on our website at: XXXXX . Unless required by law, the Council will not provide refunds for missed bins because the missed bin policy provides a reasonable and proportionate response.

13. We will not return to empty and do not give refunds, unless required by law, for the following:

- a) Non-presented bin or bins that do not display the identifiable stickers that are issued to the Customer by the Council;
- b) The Council being unable to empty a bin(s) due to access issues;
- c) Waste presented in a bin(s)/container not supplied by the Council;
- d) If the bin(s) was not on your property's boundary (except assisted collection) by 7am;
- e) If the bin(s) is contaminated/contains incorrect items. If the contamination continues, the Council may remove the bin(s) in accordance with Clause 15;
- f) If the bin(s) is too heavy or overloaded;
- g) If the bin(s) could not be emptied due to frozen contents; and
- h) Termination by the customer except where cancellation is received within fourteen days of acceptance of these Terms and Conditions.

It is the sole responsibility of the customer to rectify any problems described above in order to receive the next due collection.

14. Refunds or partial refunds will only be considered in the following circumstances where a complete service failure has occurred as detailed below:

- i. If the Council fails to deliver a bin(s) within 6 weeks of the date on which the customer should have had their first collection; and/or
- ii. If the Council fails to replace a bin(s) within 6 weeks of the date on which the Council reported that they had damaged a bin(s).

The amount refunded will be determined by a senior manager based on the level of the service failure and consideration of Section 55 and Section 56 of the Consumer Rights Act 2015.

15. The customer may terminate this agreement at any time by contacting the Council. If the customer moves address within the subscription year, the bin(s) must remain at the property. There will be no refund or part refund for cancellations of the service other than those identified in Clauses 3 and 13.

16. If there is evidence of misuse of the service by the customer, then the service may be cancelled by the Council following notification to the customer. There will be no refund in these circumstances. We reserve the right to remove all garden waste bins that are not used for the garden waste collection service or if there is evidence of misuse.

17. The customer will be responsible for the bin(s) at their property and uses the bin(s) at their own risk. They must only be used for garden waste from the customer's property or as advised by the Council's policies. Only garden waste is to be placed (loose, not bagged) in the bin. Garden waste includes grass cuttings, hedge clippings, tree branches (up to 3cm in diameter), twigs, bark, leaves, flowers, plants, small branches and fallen fruit. Some items of garden waste are not permitted in the bin(s) and include: large branches, tree stumps, Japanese knotweed or other notifiable or pernicious weeds, turf, earth, soil, stones, gravel, wood that has been treated or painted, faeces. Any such items will be treated as contamination. For further information on what can and cannot be accepted as part of the service please see our website.

18. If the customer believes they meet the criteria for an assisted collection; they must apply to the Council in advance to receive this service for the bin. If the customer already receives assisted collection for waste services from the Council then they will automatically receive the assisted collection for this garden waste service.

19. The bin lid(s) must be completely closed and no side waste will be collected, i.e. no extra waste next to the bin(s) or placed on the lid(s). The only exception will be for real Christmas trees (free of all decorations and pots) in January, if the tree is placed next to the bin on garden waste collection week.

20. The bin(s) is provided for use by Customers for household garden waste and should be used for its intended purpose only. The Council reserves the right to provide customers joining the service with a reconditioned (used) bin which has been washed and deemed fit for purpose. Garden waste presented in any other receptacle (other than Council provided sacks) will not be collected.

21. The bin(s) must not be used for commercial garden waste, or for the purpose of disposing of garden waste generated through the course of operating a business.
22. If your bin(s) becomes damaged you must report it to the Council. The Council will repair or replace it, free of charge, as soon as is reasonably practical. If the bin(s) is damaged through neglect or misuse, (including overfilling) the customer/resident may be charged for the cost of repair or replacement.
23. No person other than the Council, its contractors, its subcontractors and the Customer has any rights to enforce any term of this agreement. The Customer may not assign or otherwise transfer either the benefits of this agreement or the Customer's obligations under it.
24. The Customer shall fully indemnify and keep indemnified the Council and its personnel against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever arising directly, indirectly or consequentially as a result of any action, omission, default or negligence of the Customer or any servant or agent of the Customer.
25. The Customer shall adhere to the Council's policies and guidance on the collection of garden waste in so far as any such policies or guidance relate to the customer's obligations and responsibilities.
26. The garden waste collection service, and waste services generally, will be provided by the Council's waste collection and street cleansing contractor, its subcontractors and the Council's direct contractors. A non-exhaustive list of such third parties/partners appears below, however there may be other contractors/partners that would be required to process personal data from time to time in order to provide the services:
- North Hertfordshire District Council
  - Urbaser Ltd
  - Whitespace Work Software
  - Digital Peanut
  - [Permit provider]
27. As such, personal data and information collected about you by the Council needs to be shared with the Council's partners [contractors and subcontractors] in order that the service can be provided to you and payments received and processed. Names, addresses, phone numbers, email addresses, payment details and details relating to any enforcement action may be shared by the Council with our partners for these purposes.
- By subscribing to this service, you consent to us [i] using information, including personal information, provided by you to process your application and [ii] sharing your personal data and information with our partners for the purpose of processing payments and providing and improving the service. This information will be used by the Council and its partners to process your application and take payment, to deliver and improve the service and for us and our partners to contact you in relation to the renewal of your current subscription or when the service is impacted.
- We have a duty to keep records up to date therefore we require customers to notify us of any changes to their personal details.
- 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 this Act and will only be kept as long as it is necessary [and will be destroyed after 12 months once the service ceases]. Our partners are Data Controllers and/or Processors, as appropriate, under the Data Protection Act 2018.
28. This agreement is governed by the laws of England and the courts of England have exclusive jurisdiction over all matters concerning it.
29. If there is any conflict between this agreement and consumer rights legislation, then this agreement shall be read, interpreted and construed so as to give effect to the relevant consumer rights legislation without invalidating the remainder of this agreement which shall remain in full force and effect.
30. The Council will not be liable for any non-performance of the services which results from any reason beyond the reasonable control of the Council. Examples of reasons beyond the reasonable control of the Council are formal or informal strike action or inclement weather conditions.