

Chargeable Garden Waste Service Terms and Conditions of Use

1. Agreement

1.1 The Agreement is made between the resident ('the Customer') and the London Borough of Barnet ('the Council') of 2 Bristol Road, Barnet, NW9 4EW and sets out how Barnet will deliver the service (the Service) to its customers, and how the customer uses the Council's garden waste collection service. By agreeing to pay for the service you will be accepting these terms and conditions.

2. Service Description

2.1 The collection service begins on April 6, 2020. The collection service will begin once payment has been received from the Customer to the Council and a sticker(s) (notifying of payment) has been sent to the Customer and placed correctly onto their garden waste bin(s).

2.2 The Customer will receive a yearly subscription with around 23 fortnightly collections each year (depending on when the customer has signed up to the service), the end date of the customer's garden waste collection service will be communicated by the Council, this is included on the bin sticker provided by the council.

2.3 The collection service will pause during the winter period and details of the pause will be available to customers each year in advance via the council's website.

2.4 The service starts on April 6, 2020. For subsequent years, the collection service start date will be communicated to the customers through the website www.barnet.gov.uk/gardenwaste. There will be a short mobilisation period after payment is made and before collections commence, to allow for any administration, provision of bin stickers and delivery of bins (if required). Information regarding whether a household is eligible to participate in the service is outlined in the council's Household Recycling and Waste Policies. <https://www.barnet.gov.uk/recycling-and-waste/household-recycling-and-waste/household-recycling-and-waste-policies>.

3. Payment

3.1 The annual charge for the service can be viewed at www.barnet.gov.uk/gardenwaste.

3.2 The current method of payment is through debit and credit card only. The council plans to offer a web-based payment and a 10-month direct debit option as soon as it is able to arrange it.

3.3 The customer can sign up to the service at any time during the collection year and the dates for the collection year will be on the Barnet council website (www.barnet.gov.uk/gardenwaste). The charge for the service is currently the same irrespective of whether the customer subscribes at the beginning of the year or part way through the collection service year.

3.4 Subscriptions need to be renewed on an annual basis. Customers will be requested to provide an email address so that a reminder can be sent to them before the expiry of their subscription. Arrangements will be made for those who do not wish to use email.

3.5 If the customer(s) wants to pay for more than one bin to be collected, a reduced charge will be made for additional bins.

3.6 The published annual charge for the service is a fixed price for the year of subscription. However, the council reserves the right to review its service charge annually and vary charges with reasonable notice at any time.

4. Stickers

4.1 A personalised subscription sticker will be printed and delivered to the customer once payment has been processed. The sticker will include the customer's address and the expiry date of the subscription.

4.2 The customer must place their subscription sticker on their garden waste bin as directed by the instructions provided by the council. Valid stickers will identify to the Council's collection crews that the bin is subscribed to

the service. Failure to place the sticker as directed may result in non-collection(s) of the customer's garden waste bin(s).

4.3 The customer must request a replacement sticker from the council, if the original sticker is damaged to an extent where the address and subscription date is illegible. The customer can inform the council of the damaged, lost and missing sticker by telephone to 0208 359 4600. The council will require proof of the damage to the sticker before a replacement sticker will be issued. Replacement stickers will be posted to the customer.

4.4 The Council reserves the right to carry out checks to confirm the validity of any requests for replacement stickers.

5. The Waste Containers

5.1 A wheeled 240 litre bin(s) (H-1100mm; W-580mm; D-740mm) is provided for use by the customer for a separate charge but remains the property of the Council. Any resident considering applying for the service should be aware and be able to make provision for the safe storage of such a container. Only garden waste bins supplied by the Council will be emptied. Where required, and where viable, the council may provide an alternative container for garden waste.

5.2 The customer is responsible for the general condition and cleaning of the bin whilst in their possession. The Council does not provide a bin cleaning service.

5.3 If the customer's bin(s) go missing or have been damaged by the customer, then the customer is liable to be charged for the delivery and replacement of a new bin(s). The customer can request a new bin at <https://www.barnet.gov.uk/recycling>. Replacement bin(s) will be delivered within 10 working days of receipt of the request and payment.

5.4 If the bin is damaged by fault of the Council, the Council will replace/repair the bin free of charge, within 10 working days of the resident reporting it.

5.5 The Council reserves the right to remove all bins where, the customer continuously contaminates their garden waste bin(s) (please see section 10.2 for items that cannot be accepted).

5.6 The customer uses the bin at their own risk.

6. Collection Days

6.1 Garden waste will be collected fortnightly on the customers collection day. Collection days for customers can be found at <https://www.barnet.gov.uk/recycling-and-waste/bin-collections/find-your-bin-collection-day>. The Council reserves the right to alter the collection day. Where collection days must be altered, the Council will endeavour to provide as much notice as possible of the new collection day.

7. Presenting Bins

7.1 The customer should present the bin(s) by 6am, on the day of collection to the point where the customer's property meets the publicly adopted highway/pavement (or where the property meets the private road that the council have agreed to service with collections). Customers who receive an assisted collection will need to agree a location for their bin with the service, that is accessible to the collection crews. There may be some cases (mainly due to weather) where presentation of bins will need to be earlier than 6am. In this case the customers will be notified in advance including through email or the council's website.

7.2 The customer should remove the bin(s) from the public highway (including associated pavements/footways/verges) after the collection has taken place, on the same collection day.

8. Missed Bins

8.1 On rare occasions, the Council may be unable to collect the bin(s) due to "force majeure" (including but not restricted to roadworks, no access to roads, fire, flood, storms, severe weather conditions, act of God, etc) or any other activities outside of the control of the Council. When a "force majeure" occurs, we will endeavour to make a garden waste collection from the road when:

- The crews have access to the road

- And the road is deemed safe for the crews to collect.

If missed collections have occurred due to force majeure or other circumstances, updates will be made available at www.barnet.gov.uk/bincollectionupdates.

8.2 Any missed collections should be reported to the council within three working days of the scheduled collection day where the collection day is considered the first working day. Online reporting will be accepted until 23:00 (11pm) on the third day. Any missed collections reported after this time would not be processed and the collection would not take place until the next scheduled collection day. The Council will return to collect missed bins within two working days of receipt of the missed collection being logged. Missed collections can be reported at <https://www.barnet.gov.uk/recycling-and-waste/bin-collections/report-missed-bin-collection>.

8.3 If the bin is not presented by 6am on the day of collection, the Council will not return to empty the bin before the next scheduled collection day if the bin misses its collection.

9. Moving to A New House

9.1 Customers participating in the service may transfer their subscription to a new address if they are moving to a new property within Barnet, provided that either the sticker is removed and evidenced to the Council or the bin is transported by the customer. The customer must inform the council of the change of address by telephone to 0208 359 4600. A new sticker will be provided to the customer's new address with the updated address details, but with the same expiry date.

9.2 Customers should leave their bin at their previous property if they are moving to an address that is unable to accommodate a garden waste bin. The customer can inform the council of the change in address by telephone to 0208 359 4600. No full or partial refunds for the Service will be given.

9.3 If the customer moves outside of Barnet, the customer can inform the council by telephone to 0208 359 4600. The bin remains the property of the Council and the customer should leave the bin at the property. No full or partial refunds for the Service will be given.

10. Acceptable Materials, Contamination and Overweight Bins

10.1 Only garden waste may be placed loose (not in bags) in the bin. Acceptable items include:

- grass cuttings
- hedge trimmings and tree cuttings
- small branches - up to 20cm (8") in diameter and under 60cm (24") in length
- flowers
- leaves
- weeds

10.2 Bins that have contaminating items will not be collected and an information hanger will be used to indicate why a collection did not take place. Contaminating items include:

- soil
- large branches
- food waste
- nappies
- black bags or plastic bags
- animal faeces/pet waste/used or unused pet bedding/litter
- cooking oil
- large meat carcasses
- paper and cardboard

More information can be viewed at <https://www.barnet.gov.uk/recycling-and-waste/household-recycling-and-waste/what-put-your-bins/green-garden-waste-bin>.

10.3 Garden Waste bins that are overflowing and/or overweight will not be collected – if this is the case the customer will be notified of the problem by an information hanger being placed on the bin. If bins are contaminated or overweight and the contaminating or overweight element has been removed from the garden

waste bin, the bin will be collected on the next scheduled collection day. It is the customer's responsibility to remove the contaminating item(s) and/or overweight material from the bin prior to collection. Customers can visit the Reuse & Recycling Centre at Summers Lane, N12 0RF if they need to recycle their garden waste before their next scheduled collection.

10.4 If the customer cannot/will not remove the contaminating item(s) or overweight material but would still like a collection before their next scheduled collection, the customer must call 0208 359 4600. An additional charge will be applied for the collection to take place. Please allow for up to three (3) working days from when payment is made.

10.5 If the bin is repeatedly misused by the customer, the Council reserves the right to remove the bin without a refund.

10.6 No excess/side waste left outside of the bin will be collected.

11. Your right to cancel the service

11.1 The customer has 14 working days from the day after receipt of these terms and conditions or the day after receipt of the payment (the 'cooling off period') to cancel the service for a full refund, notice of which must be made by telephone to 0208 359 4600. No refunds will be given for any cancellation requests received after 14 working days of receipt by the Council of payment.

11.2 There are no refunds or part refunds for the cancellation of the service, part way through the year. If a collection has been missed due to the fault of the Council; replacement collections will be provided; there are no refunds for missed collections.

12. Data Protection Statement

12.1 Barnet Council will collect and use the information you give us to undertake our functions as a local authority and deliver the garden waste services to you. Barnet Council will use this information to allow it to provide the service and to contact you in relation to the renewal of the customer's account. It is the Council's responsibility to ensure that the customer's information is kept safe.

Barnet Council will collect information about you when you subscribe to the service. The information collected at subscription is name, property address, email address and phone number (optional), and payment details. We will also collect and hold information during delivery of the service, such as complaints, missed bins or similar issues. It is the customer's responsibility to notify the Council of any changes to their personal details.

The Council is a Data Controller under the Data Protection Act 2018 and all personal information will be processed in accordance the Data Protection Legislation. The information will only be used by the Council to manage your contract with us for this service, and to deliver and improve the service.

Barnet Council will only hold your information as long as it is necessary in providing a garden waste service. Your personal data will be deleted after six (6) months of the service terminating.

For further details of how we use your information and to understand your rights please visit www.barnet.gov.uk/privacy or email data.protection@barnet.gov.uk to request a full copy of our privacy notice.