

## East Suffolk Garden Waste Scheme Terms and Conditions of Service.

These terms and conditions (“the Contract”) set out the rights and obligations of the service user (“you/your”) and the Council (“we/us/our”) as they relate to the East Suffolk Garden Waste Scheme (“the Scheme”).

1. We will provide fortnightly garden waste collections to you if you pay the subscription fee for the Scheme in advance. The annual fee for the Scheme is set by us each year and details of the current fee and other charges are published at [www.eastsuffolk.gov.uk/yourcouncil/financial-information/fees-and-charges/](http://www.eastsuffolk.gov.uk/yourcouncil/financial-information/fees-and-charges/).
2. In exceptional circumstances and where we deem it operationally unsafe for refuse vehicles to access your property, you will be provided with compostable garden waste sacks instead of a wheeled bin. Only paragraphs 3, 7, 17, 19 to 31 of these conditions apply where the service is provided by garden waste sacks.
3. We will provide the service to you at your nominated property within the collection area. You cannot transfer your subscription to another person at a different property part way through the year.
4. The annual fee is for one bin to be emptied for 12 months and is not refundable, in any circumstances, once the statutory 14 day cooling off period has expired.
5. If you join the Scheme for the first time, or if previous membership has lapsed, your membership of the Scheme will begin at the end of the statutory cooling off period, which is 14 days from when you placed your order.
6. Before your subscription commences, and within 14 days of payment of the fee, we shall send to you a sticker for you to adhere to the bin, which shall confirm your annual subscription and the Scheme expiry date. If the bin sticker does not arrive within 14 days please contact us so we can arrange a replacement to be sent.
7. If you pay your subscription fee at least 14 days before it expires, your garden waste collections will continue automatically for a further twelve months.
8. If your membership of the Scheme lapses, collections will cease. If you decide to re-join the Scheme, there may be a delay before collections start again.
9. As part of our contractual obligation to provide the garden waste service to you our email service provider captures the IP address of all emails sent. The Council uses this information to ascertain whether an email was bounced, received, or opened.
10. Before your subscription is due to expire, we will send you a renewal invitation, either to the email address you provided when you joined, or in writing at the subscription address. The exception to this is Direct Debit, if so made available at the time. We will not send reminders.
11. If you have chosen to renew automatically by direct debit, if so made available, we will continue to provide the service until either the Contract is cancelled, or payment is not received for whatever reason. If we are unable to take payment by direct debit we may cancel the service without further notice to you.

12. If we have to deliver a new garden waste bin to you, we will charge a fee for delivery. We will endeavour to deliver the bin to you within 10 working days of your order.

13. All the garden waste bins we provide as part of this service remain our property at all times. If your membership of the Scheme lapses, we reserve the right to require you to present the bin for removal by our contractors.

14. You are recommended to use self-adhesive vinyl letters or numbers to label your bin and to distinguish it from your neighbours' bins. You must not scratch, engrave, spray paint, or use any other method of permanent marking.

15. If you irreparably damage or lose a bin, you may have to pay a fee before we give you a replacement. Some damage can be repaired free of charge. Please see our website for more details.

16. You must facilitate our contractors to repair or maintain the wheeled bins by allowing access to, or by presenting the bin at the boundary of your property, when formally requested. This includes when access is needed for the purpose of installing or scanning an RFID (Radio Frequency Identification) device.

17. Events **outside of our control** may stop us making collections. We will always endeavour to deliver an alternative service, however our failure to make a collection, due to such events, will not entitle you to a refund.

18. We may have to revise collection schedules occasionally, for example, because of public holidays. We will tell you about the changes on our website and in public notices.

19. You must put the bin at your usual bin collection point before 6.00 am each collection day. You can find out your collection day at [www.eastsuffolk.gov.uk/refuse-collection](http://www.eastsuffolk.gov.uk/refuse-collection).

20. If a collection is missed and the bin, or sack, had been presented by 6.00am on the day of collection please ensure this is reported within three working days. You can report a missed bin at: [https://my.eastsuffolk.gov.uk/service/Waste\\_missed\\_bin\\_collection](https://my.eastsuffolk.gov.uk/service/Waste_missed_bin_collection), by emailing [customerservices@eastsuffolk.gov.uk](mailto:customerservices@eastsuffolk.gov.uk) or by calling customer services on 03330 162 000.

21. We will **NOT** collect your garden waste if your bin:

- is not at the collection point when we arrive
- is not displaying the current year bin sticker (if one has been supplied)
- is overflowing and the lid will not close
- is too heavy for us or our equipment to move
- contains the wrong waste (please check our website to find out about what you can and cannot put in your garden waste bin)

22. We will not collect **extra** garden waste left on top, in front, behind or by the side of your bin.

23. We reserve the right to cancel the contract or change the collection method at any time.

24. These Terms and Conditions of Service can be found at: <https://www.eastsuffolk.gov.uk/assets/Waste/Green-waste/Garden-Waste-Terms-and-Conditions.pdf>. Any amendments or variations to the Contract shall be notified on the Garden Waste Scheme home page at <https://www.eastsuffolk.gov.uk/waste/waste-collection-and-disposal/garden-waste>

### Moving House

25. If you move house, **please leave your bin at the property.**

26. If you move within the East Suffolk District you can take your subscription to your new address. If there is no garden waste bin at your new address, please tell us and we will deliver a bin free of charge. We will endeavour to deliver the bin to you within 10 working days of your request, subject to the property being occupied.

27. To prevent any delay in continuing with the Scheme please inform us at least 14 days prior to your move to a new address.

28. Tell us about your change of address using our online form at [my.eastsuffolk.gov.uk/MyServices](https://my.eastsuffolk.gov.uk/MyServices) or by calling customer services on **03330 162 000**. Alternatively, you can email: [customerservices@eastsuffolk.gov.uk](mailto:customerservices@eastsuffolk.gov.uk)

### Garden Waste Sacks

The following paragraphs apply only for properties where it is unsafe for wheeled bins to be used for refuse collection.

29. If you subscribe to this Scheme, we will provide 78 garden waste sacks for you to use at any time. There is no time limit by which the sacks have to be used.

30. If you require additional sacks within your subscription period you may obtain up to a further 26 sacks free of charge within the calendar year. To request these additional sacks please contact the Council.

31. Collection of the garden waste sacks is generally weekly, subject to weather conditions.

We will collect garden waste from your property only if it is presented before 6.00am for collection in the garden waste sacks provided on your collection day. You can find out your collection day at [www.eastsuffolk.gov.uk/refuse-collection](https://www.eastsuffolk.gov.uk/refuse-collection). (Please check our website to find out about what you can and cannot put in your garden waste)