

## **GARDEN WASTE TERMS AND CONDITIONS**

This agreement is made between the Customer (you) and the London Borough of Harrow (the Council) and sets out the terms and conditions of use of the Council's chargeable garden waste service (the Service).

Payment.

1. The Service charges are published on [www.harrow.gov.uk/gardenwaste](http://www.harrow.gov.uk/gardenwaste) in January. The service runs fortnightly:
  - April to March for the annual service (except over Christmas/New Year); and
  - From April to October for the summer service.
2. You can choose which service you subscribe to. If you wish to subscribe for more than one bin you will be charged an additional subscription fee as per pricing in the service charges.
3. Payments are required in advance and can be made in the following ways:
  - Online: You can pay by debit card or credit card.
4. SUBSCRIPTION RENEWALS (*where required*) – Unless you have previously set up a Direct Debit, you will have to subscribe anew and pay for the year. If you provided us with a valid e-mail address, a reminder will be sent to you for renewal from January each year (see links above).
5. SUBSCRIPTION CANCELLATION - You can cancel your subscription within 14 days after you have signed up. Please use our [cancellation form](#). A refund will be made within 10 working days. After the 14-day cancellation period, the council will not refund the cost of the Service, even if you no longer require the Service.
6. The annual payment made by you is for the supply of the garden waste service and not for the bin. If you do not have a brown wheelie bin, we will supply one for £30.
7. LOST OR DAMAGED BINS - The cost of a replacement bin is £30 if your bin is lost or damaged. If the bin has gone into the back of the collection vehicle in error, we will replace the bin free of charge.
8. COLLECTION FREQUENCY- Your collection will take place every two weeks (except over Christmas and New Year).
  - Changes may occur during public holidays.
  - During adverse weather conditions or emergencies where the service is impacted, we will attempt to empty your bin when it is safe to do so. No refunds will be made if we cannot.
  - We reserve the right to alter the collection day or the collection season, but we will provide notice to subscribers of any changes.
9. BINS FOR COLLECTION - Bins must be presented for collection by the resident within 2 metres of the front edge of your property by 6am on the day of collection. The bin should be clearly visible, accessible and as close to the boundary of your property and the pavement as possible. Please note: If your garden waste bin is not presented as requested, we reserve the right not to collect your bin until the next scheduled collection.
10. ASSISTED COLLECTION? If you are on the [assisted collection service](#), the bin must be visible and accessible as per your agreement SEPARATE ITEM ON WEBSITE - apply for it separately
11. Bins must have the relevant sticker on. Please remove stickers from previous years
12. The bin lid must be closed when presented for collection.

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13. No side waste will be collected, only waste in the bin.
14. We will not be able to empty content that is stuck or frozen into the bin.
15. MISSED COLLECTIONS - If your bin has been missed then you can report it online within 2 days of your normal collection. Visit our [Bins section and enter your address to get started](#). We would aim to collect it within 3 working days after it has been reported as missed. No refunds are usually given for non-collection of Garden Waste
16. Your bin will not be collected if the crew have reported as:
  - Not available (your bin was not out)
  - Overweight
  - Having been contaminated with the wrong materials in it.
17. ACCEPTABLE MATERIALS, CONTAMINATION AND OVERWEIGHT BINS - Only loose garden waste may be placed in the garden waste bin. Garden waste includes Grass cuttings, flowers, small tree branches, loose leaves, shrub and hedge trimmings
  - Do not put large branches (greater than 10 cm in diameter), stones, gravel or soil.
  - Do not place garden waste in plastic bags or any other packaging, as this affects the composting process and contaminates the resultant compost.
  - Bins containing unacceptable materials are classed as contaminated and will not be emptied. If the bin is contaminated, it will be logged by our Waste crew, and the bin status will be recorded on the website accordingly. It is your responsibility to remove the item(s) of contamination prior to the next collection.
  - Bins that are overflowing or overweight will not be emptied. The bin may be overweight as compacted too densely. A tag will be placed on the bin by the crew to identify it as overweight when the crew, or the vehicle is not able to lift the bin to empty it. If the bin is too full or overweight, it is the householder's responsibility to remove the item(s) prior to the next collection.
18. SHARED GARDEN BIN? If you share a bin with your neighbour, the bin must be presented for collection at the property of the person who has paid for the service. If it is not, and a missed collection is reported, we reserve the right to not collect the bin until the next collection date. If you wish to share a garden waste bin with a neighbour(s), only one person needs to sign up to the garden waste service. The garden waste service will be registered at one property only and collected at that property. It will be up to individual neighbours to identify how they split the cost of the garden waste service.
19. Only garden waste bins with the correct stickers on will be emptied.
20. DISCOUNTS RELATED TO BENEFITS - The only benefit which entitles you to a discount is if you are claiming Council Tax Support. The Council holds data on whether you are in receipt of Council Tax Support and we can automatically check that your discount applies if you are in receipt of this benefit. PLEASE NOTE - There may be occasions where a discount is applied – for instance if you sign up by Direct Debit. Please check our website and/or social media for these, which happen on an ad hoc basis.
21. ELIGIBILITY - The Council can refuse the service if customers cannot meet the following criteria:
  - Each bin collection point must be easily accessible by a 26-tonne refuse collection vehicle so it can empty the bin easily and safely.
  - The garden waste bin must be able to be stored within the boundaries of the property

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22. CHANGING ADDRESS WITHIN HARROW BOUNDARY: If you move property within the Borough, your garden waste service will be transferred to your new property. You must let us know by completing the [changed address form](#) that you have changed address within 5 working days of moving to your new property. PLEASE NOTE - You will be responsible for moving your garden waste bin from your old property to your new address within Harrow.
23. MOVING TO PROPERTY OUTSIDE HARROW. If you move to a property outside of Harrow, please let us know. You will not be able to transfer your service, and you will not be entitled to a refund.
24. STATUTORY RIGHTS - These terms and conditions of the garden waste collections service do not affect your statutory rights.

### **DATA PROTECTION STATEMENT**

We collect information about you when you subscribe to this service; the information collected is:

- Your name
- property address
- email address
- phone number

We have a duty to keep records up to date therefore we require customers to notify us of any changes to their personal details.

When you subscribe to the service, we collect information about you to allow us to provide the service and to allow us to contact you in relation to the renewal of your current subscription or when the service is impacted.

The Council will use information, including personal information, provided by you to process your application. This information may be used by the Council and its partners to deliver and improve the service, and not for any other purpose.

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 the Act, and will only be kept as long as it is necessary, and will be destroyed after 12 months once the service ceases

MARKETING - Your personal details will not be passed to any other organisation or third party. We may send you a feedback form in order to improve the service. You can opt out of this or participation in any customer satisfaction surveys.