

Garden Waste Collection Service - Terms and Conditions

This Agreement is made between the person(s) (**the Customer**) registering to the scheme and requesting the garden waste collection service (the Service) and the London Borough of Harrow (**the Council**) and sets out the terms and conditions under which the Customer may use the Service.

The Council reserves the right to assess applications to determine whether or not premises and properties are suitable for the Service. All premises and properties within the Council's administrative boundary assessed as suitable will be eligible for the Service.

By agreeing to pay for the Service the Customer accepts the terms and conditions below:

1. SERVICE DESCRIPTION

- 1.1 The Service includes an annual collection service and a summer collection service. Customers can elect which Service they require, the Relevant Charge as set out in Appendix 1 will be applied.
- 1.2 The Service is available to the Customer subject to the terms of this Agreement and on payment to the Council of the Relevant Charge, for the period between April 2019 to March 2020 (the Service Period). The Service will not commence until the Relevant Charge have been paid in full.
- 1.3 Collections during the relevant Service Period will be fortnightly; any change of dates for collection will be notified to Customers in advance, including a two week closedown in December; this information will also be available at the Council's website.
- 1.4 The annual Service incorporates fortnightly collection between April 2019 and March 2020, the summer Service incorporates fortnightly collection between May 2019 and October 2019.

2. PAYMENTS

- 2.1 The Relevant Charge for the Service shall be as set out in Appendix 1. Any additional Service requested by the Customer will be provided by the Council at the rate set out in Appendix 1.
- 2.2 The Council reserves the right to review its Relevant Charge and vary the same on reasonable notice to Customer(s) at any time.
- 2.3 Customers can join the scheme and request the Service at any time during a Service Period. To benefit from the maximum number of collections in any Service Period, Customers will need to sign up by the dates which are published on harrow.gov.uk and Appendix 1. If a Customer joins part way through the Service Period there will be a price adjustment based on the remaining collections for the Service Period; this is set out in Appendix 1.
- 2.4 Payments can be made online or via telephone by contacting the Council on 0208 901 2600 or through Access Harrow; debit card or credit card will be accepted. Payment can also be made by cash at the Council's address at Civic Centre, Station Road, HA1 2XF. Customers can also setup payments by direct debit prior to the Service commencing for a Service Period; If the Customer has signed up by direct debit then the payment for any subsequent renewal of the Service by the Customer will continue automatically via direct debit except if the Customer requests an alternative means of payment.
- 2.5 Customers can subscribe from February each year for provision of the Service to commence for the next Service Period. Active Direct Debit mandates will be automatically renewed in January for the next Service Period. If you pay by Direct Debit and wish to cancel for future Service Periods then this should be cancelled with your account service provider.

- 2.6 Customers wishing to share a Wheeled Bin for the Service with another party must register the Wheeled Bin to and receive the Service from one property or premise only, from which the Wheeled Bin collection will be made and the Relevant Charge will be levied. It is the Customer's responsibility to make any arrangements with another party to receive the Services, to ensure that the Collection protocol is adhered to and to pay the Relevant Charge or where relevant their share of the Relevant Charge. For the avoidance of doubt the Council shall not be responsible for the adequacy or otherwise of such arrangements and shall not be responsible for or intervene in any dispute arising out of such arrangement.
- 2.7 Once payment of the Relevant Charge has been received from a new Customer, they will receive notification of the day of the fortnight when collection will occur with a sticker(s) which must be placed in the instructed place on their bin for service to commence prior to the Service commencing.
- 2.8 If required, at the point of applying and subject to receipt of the sum of five pounds (£5.00), Customers can hire a Wheeled Bin from the Council.

3. COLLECTION PROTOCOLS

COLLECTION DAYS

- 3.1 Garden waste will be collected once every fortnight (every 2 weeks) on an allocated day with one collection per bin paid for. The day of collection may be affected by bank holidays and exceptional circumstances. Prior notification will be provided where circumstances permit and advertised on the Council's website - www.harrow.gov.uk.

PRESENTING THE WHEELED BIN FOR COLLECTION

- 3.2 Wheeled Bins must be presented within 2 metres at the front edge of the Customers property/premises for collection by 6.30am on the morning of collection. Customers must place the Wheeled Bins in a clearly visible location that is accessible to the collection crews and as close to where the Customer's property/premises meets the highway/pavement as possible. If you qualify for an assisted collection the location of the bin should be clearly visible from the front of the property.
- 3.3 The Customer should ensure that the sticker for the service has been placed in the side or the front of the bin, failure to ensure that the sticker is visible may result in the bin(s) not being collected. If you have not received your sticker(s) within 10 working days from sign up please contact the Council for replacement stickers.
- 3.4 The Customer should remove the Wheeled Bins from the highway/pavement as soon as possible after collection. Wheeled Bins should not be presented for collection before 6pm the day before collection.
- 3.5 If the Wheeled Bin is not presented correctly by 6.30 am on the morning of collection, the Council will not return to empty the Wheeled Bin until the next collection is due. No refunds will be issued in these circumstances.

MISSED COLLECTIONS

- 3.6 On occasions, the Council may be unable to provide the Service due to circumstances outside its control. An event outside the Council's control includes, but is not limited to, industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, severe or adverse weather conditions, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. The Council will not be liable or responsible for any failure to perform, or delay in performance of, any of the Council's obligations under this agreement that is caused by an event outside the Council's control. In the event of that the Council misses a collection due to any of the circumstances as stated, the Council will not return to empty the Wheeled Bin until reasonably practicable. No refunds will be issued in these circumstances.
- 3.7 Where the bin was placed in the correct position and missed in error by the Council and where the Customer wishes their Wheeled Bin to be emptied before the next scheduled collection, Customers must report any missed collection to the Council's waste services team within 48 hours after the day the collection was due. The Council will use its reasonable endeavour to return and collect the Wheeled Bin within two (2) working days of the report being received by the waste services team, however this is not guaranteed.
- 3.8 Customers must report any missed collection to the Council's waste services team by completing the missed bin form which can be located on harrow.gov.uk/bin or through Access Harrow.

ACCEPTABLE MATERIAL, CONTAMINATION AND OVERWEIGHT WHEELED BINS

- 3.9 Only garden waste must be placed in the Wheeled Bin. All material must be placed loose in the Wheeled Bin and should not be compacted in any way. Garden waste does not include soil, stones or rubble, noxious weeds such as Japanese knotweed, ragwort or giant hogweed, plastic flower pots trays or bags, wood that has been treated or painted, vacuum dust, fire cinders or sawdust, food or kitchen waste including peelings, pet faeces, litter or bedding, or cardboard. No plastic, paper or glass of any kind may be put in the Wheeled Bin. If any such items are present then the Wheeled Bin will be treated as contaminated.
- 3.10 Contaminated Wheeled Bins will not be emptied. The Customer will be able to look online to see if the reason for a bin being missed is due to contamination. If the bin is contaminated it will not be collected until the next collection is due and the contamination is removed. It is the responsibility of the Customer to sort the contents of the Wheeled Bin and remove contamination. No refunds will be issued in these circumstances.
- 3.11 If the Customer have paid for one Service at the property or premises but there is more than one Wheeled Bin at that property or premises, only one of them will be emptied, this would be the bin with the valid subscription sticker.
- 3.12 Wheeled Bins that are considered by the Council in its absolute discretion to be too heavy for safe handling and emptying will not be emptied. The Wheeled Bin will not be collected until the next collection is due and the weight of the Wheeled Bin is reduced. It is the responsibility of the Customer to sort the contents of the Wheeled Bin and reduce weight. No refunds will be issued in these circumstances.
- 3.13 The Council will not empty Wheeled Bins that are overflowing. Lids of Wheeled Bins must be fully closed. The Council will not collect/remove any additional waste placed on, around or beside the Wheeled Bin. No refunds will be issued in these circumstances.

3.14 An assisted collection service is available to Customers who meet the Council's assisted collection criteria. More information can be found on the Council's website www.harrow.gov.uk or by emailing technicalservices@harrow.gov.uk. Please note that missed collections should not be reported to this email address and should be reported in accordance of section 3.8 of this agreement any reports of missed collections to this email address will be deleted.

3.15 The Council reserves the right not to empty Wheeled Bins that do not comply with collection protocols.

4. THE WHEELED BINS

4.1 If required, on payment of the cost at section 2.8 of this agreement, a Wheeled Bin will be hired to the Customer for the purposes of the Services. The Council reserves the right to amend the specification of the Wheeled Bin if required by any applicable statutory or regulatory requirements. Customers signing up to the Service who currently have a brown bin or have hired one in previous service periods will continue to use this.

4.2 The Council shall deliver the Wheeled Bin to the Customer at the property or premises registered to receive the Service as soon as practicable but within ten (10) working days after receipt of payment for the Wheeled Bin in full in cash or cleared funds. Any dates quoted for delivery of the Wheeled Bin are approximate only and time of delivery is not of the essence. The Council shall not be liable for any delay in delivery of, or failure to deliver, the Wheeled Bin by reason of any event outside the Council's control or the Customer's failure to provide the Council with adequate delivery instructions or any other instructions that are relevant to the supply of the Wheeled Bin.

4.3 Should the Customer request a replacement Wheeled Bin after the Service commences, the Council shall provide such replacement Wheeled Bin subject to availability and payment of the fees advised on the Council's waste and recycling webpage www.harrow.gov.uk/bin. The fee for replacement bins differ from the fee for a hired bin as part of a new subscription.

4.4 On completion of delivery the Customer is responsible for the Wheeled Bin including, without limitation, its general condition, repair or replacement and cleaning. The Council accepts no liability for the Wheeled Bins use and Customers use the Wheeled Bins at their own risk.

4.5 The Council will not remove any damaged or replacement bin(s) this will be the responsibility of the Customer. Damaged or replaced bin(s) can be taken to the Civic Amenity site located on Forward Drive, HA3 8NT.

4.6 The Wheeled Bin is a 240L Wheeled Bin.

5. CUSTOMER SERVICE

5.1 Service information can be accessed and service requests can be made through Customers' MyHarrow account or the Council's website

6. SERVICE ALTERATIONS AND MOVING HOUSE

- 6.1 Customers may transfer the Service to a new address within the Council's administrative boundary should they move property or premises. Customers must notify the Council of any such move in writing either via their MyHarrow account, www.harrow.gov.uk or by submitting a written notice in person at the Council's office. Customers must give at least 14 days notice to the Council and will be responsible for transporting the Wheeled Bin to the new address. If the Customer moves out of the Council administrative boundary then they must notify the Council promptly and may be eligible to request a refund. Collections at the new property or premises will commence as soon as is practicable after the Council receives notification of the transfer of the Service.
- 6.2 The Council reserves the right to vary the Service, including the collection time and/or day, by giving Customers advanced notice in writing.
- 6.3 Nothing herein contained is intended to affect, nor will it affect, a Customer's statutory rights.

7. DATA PROTECTION STATEMENT

- 7.1 The Council will use information, including personal information, provided by the Customer to process their application and this information may be used by the Council and its partners to deliver and improve the Service.
- 7.2 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. www.harrow.gov.uk/info/200116/media_publicity_and_web/819/privacy_and_cookies
- 7.3 The Council may get information about you from others, or we may give information to them. The Council will not disclose any personal information to any other third parties unless required to do so by law and as the law permits, to check the accuracy of information, prevent fraud or detect crime or to protect public funds.

CANCELLATION

You have fourteen (14) days from receipt of these terms and conditions to cancel your subscription for a full refund by visiting www.harrow.gov.uk and completing the cancellation form.

If your payment was made by debit or credit card, please fill in the online cancellation form on the Council's website and you will receive a full refund to the card used for payment. If your payment was by cash then you will need to write in along with proof of payment, bank details and send it addressed to Garden Waste Cancellation, PO BOX 18 Station Road, Civic Centre, HA1 2UT. If the payment was by direct debit mandate then this will be cancelled and either not taken or a credit issued.

Any refund for a cancellation request received 14 days after receipt of these terms and conditions will be based on the remaining full months of the Service. You must fill out the cancellation form available on the Council website giving 14 days notice. Any refund will be made to the card used or via the bank/building society account listed.

In the event of cancellation the Council will cease to provide the Service in Service Period and the sticker on your bin must be removed or a cancellation sticker will be placed over the remaining sticker by our crews.

**Appendix 1
Schedule of Charges**

Annual Service Scheme, April - March					
Sign up by	Collections start in	1 st subscription		Additional subscription	
		Full Rate	Concessionary Rate	Full Rate	Concessionary Rate
March	April	£75.00	£25.00	£37.50	£12.50
End of April	May	£68.75	£22.92	£34.38	£11.46
End of May	June	£62.50	£20.83	£31.25	£10.42
End of June	July	£56.25	£18.75	£28.13	£9.38
End of July	August	£50.00	£16.67	£25.00	£8.33
End of August	September	£43.75	£14.58	£21.88	£7.29
End of September	October	£37.50	£12.50	£18.75	£6.25
End of October	November	£31.25	£10.42	£15.63	£5.21
End of November	December	£25.00	£8.33	£12.50	£4.17
End of December	January	£18.75	£6.25	£9.38	£3.13
End of January	February	£12.50	£4.17	£6.25	£2.08
End of February	March	£6.25	£2.08	£3.13	£1.04

Summer Service Scheme, May – October					
Sign up by	Collections start in	1 st subscription		Additional subscription	
		Full Rate	Concessionary Rate	Full Rate	Concessionary Rate
April	May	£40.00	£15.00	£20.00	£7.50
End of May	June	£33.33	£12.50	£16.67	£6.25
End of June	July	£26.67	£10.00	£13.33	£5.00
End of July	August	£20.00	£7.50	£10.00	£3.75
End of August	September	£13.33	£5.00	£6.67	£2.50
End of September	October	£6.67	£2.50	£3.33	£1.25

The concessionary rate is for customers who are eligible for Council Tax Support (excluding single person/occupier discount), more information on eligibility for concessionary rate can be found at (www.harrow.gov.uk/info or hben@harrow.gov.uk).