

## **Garden Waste Collection Service Terms and Conditions**

1. This agreement is made between the resident ('the Customer') and Cannock Chase District Council ('the Council') and sets out the terms and conditions under which the Customer will use and receive the Council's chargeable garden waste collection service ('the Service').

### **The Subscription**

2. The Service will run from January 1<sup>st</sup> to December 31<sup>st</sup> of each calendar year and will cost £38.50 per subscription. Where the Customer pays for a subscription part way through the year, the subscription will start within seven (7) days (one week) after the Customer has paid for the subscription and shall end on 31<sup>st</sup> December of the same calendar year.
3. Collections of garden waste will operate fortnightly (as they currently do) with a break period during winter, due to the reduced amount of garden waste collected. This will provide each subscriber with a maximum total of twenty-three (23) annual collections.
4. Customer subscriptions are renewable annually and only customers who have paid for their subscription in advance are eligible to receive the garden waste collection service.
5. The subscription consists of an annual charge to the Customer which is set by the Council for the period January to December each year. The cost of the Service is determined by the Council on an annual basis. The whole cost will apply to any subscription purchased by a customer during the calendar year with a subscription end date of December 31<sup>st</sup>. Any resident subscribing during December of any calendar year (unless for the next calendar year) will be advised that selected collections are suspended during December and January.
6. A Customer moving house within Cannock Chase District may take their subscription with them to their new address, free of charge. However, the Customer must inform Cannock

Chase District Council of their new address as soon as possible so that a new permit can be sent to their new address and their previous permit removed (unless the incoming resident chooses to become a customer where a new subscription may be payable). Where a customer moves house outside of Cannock Chase District, no refund will be available for any subscription that has been paid for that calendar year.

7. Where a customer moves house and does not wish to retain their subscription, they will be allowed to gift the remainder of their subscription to any incoming resident of the property for the subscription remainder period only.
8. All currently subscribed Customers will receive an annual email or text message reminder of when they are able to renew their subscription for the next calendar year.

### **Containers**

9. The garden waste collection service will provide a 240 litre or 140 litre container in order to enable garden waste collections. Regardless of the size of any household (and subsequent garden areas) Cannock Chase District Council will only provide a 140 litre or 240 litre wheeled container. Residents who have larger garden areas and who wish to purchase additional containers can do so on the basis that one container equals one subscription charge, two containers equals two subscription charges etc. Any customer who currently has more than one container for their garden waste collection will have to purchase a subscription for each container if they wish to continue receiving the same number of collections.
10. The container is the responsibility of the Customer at all times and shall be kept at the property stated when the Customer ordered the Service and may only be removed from the property with the prior written permission of the Council. The container shall remain with the

property in the event of the Customer moving home and there will be no refund payable to the Customer who has moved from that property if they choose not to continue receiving the Service. Containers are registered to the property and not to the Customer. The container remains the property of the Council at all times.

11. The Council accepts no liability for the container used for any other purpose other than for the collection of recognised household garden waste or for the loss of any materials which have been placed in the container for disposal or otherwise. A misused container may be removed by the Council if advice or warnings are ignored or not adhered to.
12. The Council reserves the right to stop taking orders for the garden waste service at any time within the Service year.
13. Where a resident chooses not to subscribe to the garden waste collection service, the garden waste container will not be collected by the Council and must remain at the property for any future usage for the collection of garden waste. If a resident chooses to dispose of the garden waste container they must do so at their own expense and be mindful that they may be charged for any replacement garden waste container if there is a future requirement.
14. For clarity, Cannock Chase District Council will only supply 140 litre and 240 litre brown containers for the garden waste collection service. If a resident/customer wishes to exchange a 140 litre brown container for a 240 litre brown container, this will be supplied on the condition that the request equates to the correct number of subscriptions to the property. Where a bin cannot be emptied in full due to inclement cold weather, the Council will not return to empty the contents of the frozen bin. To avoid this it is recommended that residents check their container lid on the morning of their collection, to ensure the lid opens freely, and check that the contents are not frozen inside of the

bin, especially at the bottom, as this can prevent the container from being emptied fully.

## **Refunds**

15. Refunds for the Service will only be considered where there has been a complete service failure as detailed below.
  - a) If the Council fails to deliver a container within 6 weeks of the date on which the Customer should have received their first collection in any calendar year; or
  - b) If the Council fails to replace a garden waste container within 6 weeks of the date on which the Council reported that they had damaged a bin; or
  - c) If the Council fails to rectify a reported missed collection of garden waste on three consecutive cycles. The Customer must report a missed collection on each occasion by contacting the Contact Centre on 01543 462621 or by using our Online Form at <https://www.cannockchasedc.gov.uk/do-it-online/report-it/missed-bin>
  - d) If the Customer changes their mind within 14 days of purchasing a garden waste collection service subscription as per the statutory cancellation period of Consumer Contract Regulations.
16. For the avoidance of doubt, in the event that the Customer independently arranges for collection of garden waste where there have been missed collections, the Council will not be responsible for paying any third-party costs or any costs incurred by the Customer.
17. In the event that the Customer does not use the Service for any part of the subscription year for whatever reason, including but not limited to death, being away on holiday or being away from home for whatever reason, the Customer will not receive a refund for that period. Refunds for the service will only be considered in accordance with clause 15 (a) – (d).
18. If a refund event under clause 15 occurs, the Customer shall make a claim within 3 months from the end

date of the annual subscription being 31st December. For the avoidance of doubt the final date to make a claim for a refund will be 31st March of the following year. Any claims made after the stated period will be disregarded.

## **Presentation of Containers for Collection**

19. In being a subscriber to the garden waste collection service the Customer accepts that:
  - a) They may only use the designated paid for containers provided by the Council for the collection of garden waste. The container must be displayed and presented for collection once a fortnight by 7am on the allocated day of collection at the boundary of the property at the same location point as the Customers blue/green bin, unless a prior arrangement for an assisted collection has been agreed with the Council. The container must be retrieved by the Customer as soon as possible after collection;
  - b) The container must display the permit sticker that is issued by the Council upon payment of the annual charge. It is the responsibility of the Customer to display the permit on the container. The permit must be displayed on the body of the container, underneath the handle which will signify the container is eligible for collection. The container must be positioned with the permit visible to the collection crew from the roadside on collection day;
  - c) Permits will be sent out annually to subscribed Customers which the Customer will stick to their container (as described in Clause 19b) with each annual permit being of a different colour to the previous year to provide proof of eligibility.
  - d) The container shall not be left in the middle of a pavement where it causes an obstruction to pedestrians or at the kerbside of

the pavement where it may cause an obstruction to road users. It must be placed on the pavement outside of any gate, fence, hedge etc. and presented in accordance with the provisions stated at clause 19 (a) of these terms and conditions;

20. If a container is not presented in accordance with clause 19 above on the Customer's allocated day for collection, the container cannot be reported as missed and will not be considered a missed collection for the purpose of clause 16.
21. The permit is non-transferable and cannot be shared with anyone in the event the Customer decides not to continue to use the Service after subscribing.

## **Accepted Waste and Compliance**

22. Customers may use the Service for the collection of all items of household garden waste; no trade waste is permitted. Any waste or matter not specified on the Council's website or collectable garden waste information provided when a subscription is purchased will be deemed as non-permitted waste. The Customer is not permitted to use the Service for the collection of non-permitted waste. If non-permitted waste is presented for collection using the Service, it will not be collected with the Customer being required to remove the non-permitted waste before the next scheduled collection.
23. If, at a given property, persistent non-compliance in accordance with these terms and conditions occurs, i.e. repeated instances of attempts to use the Service for the collection of non-permitted waste, the Council will, if necessary, consider withdrawing the Service to such customers without any refund.
24. The lid of the garden waste container must be fully closed. The Council reserves the right not to empty a container when the lid is not fully closed as this may cause damage to the lid whilst being mechanically emptied. The garden waste container

must not be compacted so densely that it is unable to be emptied. If the container is compacted too densely, the Council reserves the right not to empty it. If the householder persistently does not comply with the requirements contained in this clause, the Council reserves the right to remove the container and cancel the Service to the Customer, without refund.

25. The Council reserves the right not to empty/collect any container that in its reasonable opinion poses a health and safety risk to operatives (e.g. the container is filled to such a weight as to make the moving or emptying process hazardous to operatives), and may require the Customer to take steps to reduce the risk to operatives before any further attempt to empty the container or collect the garden waste is undertaken.
26. The Council reserves the right to alter the collection day and will endeavour to provide adequate notice to householders that would be affected by the alteration of their usual collection day. The Council shall use reasonable endeavours to complete its performance of the Service in the times agreed. Time will not be of the essence in the performance of the Service.

### **Lost or Damaged Containers**

27. The Council reserves the right to charge the Customer for a replacement container in the event of any loss (including theft) or damage to the container. Such charge will include the cost of the container, delivery and admin costs arising from any such loss, theft or damage.
28. Only a container that is damaged through the fault of the Council or its Contractor and reported as such will be replaced by the Council at the Council's or Contractors expense.
29. If the Customer decides not to pay for a replacement container they will be unable to present garden waste for collection and by default, choose to opt out of the Service. They will not,

however, receive a refund as per clause 15 (a) - (d).

### **Events Beyond the Councils Control**

30. The Council will not be responsible for any failure to perform or delay in performance of any of its obligations under these terms and conditions that is caused by an "Event Beyond the Council's Control." If an Event Beyond the Council's Control affects the Council's ability to deliver the Service, it will resume normal Service as soon as reasonably practicable after the Event Beyond the Council's Control no longer prevents the Service delivery.
31. "Events Beyond the Council's Control" means any act or event beyond the Council's reasonable control, including without limitation, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, extreme weather or other natural disaster, power failure, technological failure including internet service provider failure, breakdown in machinery/collection vehicles, strikes or other industrial action.
32. The Council will not be liable for any loss of profit or any direct or indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Council's employees, contractors, agents or otherwise) in connection with its provision of the Service or the performance of any of its other obligations under these terms and conditions or with the use by the Customer of the Service supplied whether as a result of breach of contract, breach of statutory duty, tort (including negligence), personal injury due to slips or trips arising from the container or its contents being presented by the Customer in an unsafe manner or otherwise howsoever arising.

### **Sub-Contracting**

33. The Council shall be free to sub-contract the provision of the Service (or any part thereof).

## Service Review

34. The garden waste collection service will be performance monitored at least monthly to ensure the services efficiency in conjunction with the wider kerbside collection service.

## Customers Right to Cancel

35. If purchasing the Service for the first time, the Customer has 14 calendar days from the day after the date the Customer pays for the subscription to cancel the Service (Clause 15d), notice of which must be made in writing by email to : [wasteservices@cannockchasedc.gov.uk](mailto:wasteservices@cannockchasedc.gov.uk) or via letter addressed to: Waste and Engineering Services, Civic Centre, Beecroft road, Cannock. WS11 1BG, or by telephoning Cannock Chase District Council on 01543 462621.
36. If the Customer is renewing the Service, the Customer has 14 calendar days from the day after they pay for the Service to cancel it, notice of which must be made in writing by email: [wasteservices@cannockchasedc.gov.uk](mailto:wasteservices@cannockchasedc.gov.uk) or via letter addressed to: Waste and Engineering Services, Civic Centre, Beecroft road, Cannock. WS11 1BG or by telephoning Cannock Chase District Council at 01543 462621.
37. The Customer has the option to cancel their subscription to the Service at any time during the calendar year, however the Customer will not be entitled to a refund or part refund for the cancellation of the Service outside of the fourteen calendar days stipulated in clause 35 and clause 36.
38. The Council reserves the right to vary the subscription charges and any of these terms and conditions at any time giving reasonable notice.

## Contact Us

39. To contact the Council in respect of any queries, issues or complaints relating to this Service, please visit our website at: [www.cannockchasedc.gov.uk/residents/recycling-waste](http://www.cannockchasedc.gov.uk/residents/recycling-waste) or telephone 01543 462621 or email: [wasteservices@cannockchasedc.gov.uk](mailto:wasteservices@cannockchasedc.gov.uk) .

## Data Protection

40. When the customer signs up to the garden waste collection service the customer will be asked to provide their name, address, email address and telephone number. The customer's data will be stored securely in line with the Data Protection Act 2018. The council will use customer's data to notify the customer about renewing the garden waste subscription at the end of each scheme year and other important Council services information. The council may also use the details to contact the customer about service issues, such as service delays, or cancellations due to inclement weather. In order to facilitate the service, the council will share with its collection and permitting contractors the customer's address and the number of subscriptions purchased. For further details, please refer to the privacy notice issued to you as the customer.

## Privacy Notice

41. Cannock Chase District Council will process any personal data in accordance with the Councils corporate privacy policy which can be found at: <https://www.cannockchasedc.gov.uk/council/about-council/data-protection>
42. No information as to the use of the Service by any household or property owner is, or will be collected, retained or processed, other than in respect of account management.

## About the data you will provide in this form

You will be asked to enter your name, address and contact details as part of this online form. This is classed as your

personal data. We will use the data that you provide to help us deliver a garden waste collection service to you.

### **How we will use your data**

The law allows us to use your personal data to enter into a contract with you to provide a garden waste collection service, to deliver the contract/service after you have signed up and to send relevant service messages to you.

### **Will we share your data?**

The data you provide in the form will be stored in our internal system. Our waste and recycling team and our customer services team will have access to the data you provide to deliver the service you have asked for and respond to any queries that you may have. In order to facilitate the service, we will share with our contractors, Biffa Municipal Ltd, your address and the number of subscriptions purchased. It may also be shared with our health and safety, insurance, legal and finance teams and any other Council department as necessary in connection with our lawful basis or as required by law.

### **How long will we store your data?**

We will keep your personal data for as long as is necessary to deliver the service you have asked for, and for up to seven years after the end of the subscription year. After this time it will be deleted from

our systems. If you have set up an account, your data will be stored until you ask us to close-down your account on your behalf.

### **Your rights in brief**

You have the following rights: a right of access to your information, a right to correct inaccurate information, a right to restrict our processing of your data, and a right to have your personal data erased. If you wish to exercise any of these rights, please contact our data protection officer at [infomanager@cannockchasedc.gov.uk](mailto:infomanager@cannockchasedc.gov.uk) Please note that the council will not be able to provide the service to you if your data is erased.

### **Who is the data controller?**

Cannock Chase District Council (Civic Centre, Beecroft Road, Cannock, Staffordshire, WS11 1BG) is the data controller.

### **Any questions or concerns?**

If you have any questions or concerns, please email our data protection officer at [infomanager@cannockchasedc.gov.uk](mailto:infomanager@cannockchasedc.gov.uk) in the first instance. If, after contacting the Data Protection Officer you still have concerns about the way we have processed your personal data, please contact the Information Commissioner's Office (ICO): Wycliffe House, Water Lane, Wilmslow, SK95 AF.