

# Hartlepool Borough Council Subscribed Garden Waste Service – Terms and Conditions

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**1. Service Description**

- a) The garden waste collection service runs between April and November and residents requiring this service are required to apply for an annual, chargeable subscription.
- b) Garden waste materials will be collected in a brown, 240 litre wheeled bin.
- c) The Council will carry out 8 garden waste collections per household during this each annual collection period.
- d) The number of collections received will be dependent on the date that the resident signs up for the service. To ensure that they receive the maximum number of collections residents are required to sign up for the service by 31st March each year.
- e) There will be a break in service during winter months (December – March).
- f) Collections will be undertaken once every **four** weeks on a day specified by the Council.

**2. Service eligibility**

The garden waste collection service will be available to all properties where it is operationally practicable to do so within current resources and where the following criteria can be met;

*Eligibility criteria;*

- a) Each collection area/ property must be easily accessible by a 26 tonne refuse collection vehicle. This includes being able to empty bins and manoeuvre the collection vehicle (turn around) easily and safely.
- b) The garden waste bin must be able to be stored within the boundaries of the property.
- c) Subscriptions can only be provided to residential properties. No commercial organisation or entity will be provided with a subscription.

It should be noted that the above eligibility criteria apply to all properties including those properties that require an assisted collection.

**3. Application process / payment**

- a) Residents will be required to subscribe for the garden waste collection service on an annual basis.

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- b) Subscriptions can be applied for via Customers Services or online via the Hartlepool Borough Council website.
- c) All payments must be received in full prior to commencement of service, no part payment arrangements are available. Please allow up to 14 days for your subscription to be processed.
- d) The payment for the collection service is per year and the cost will be **£35.00 per bin for the April 2024 – November 2024 season**. The Council reserves the right to vary the fee and appropriate notice will be given prior to an alteration. Multiple subscription can be obtained at a property. Properties are permitted to purchase three additional subscriptions, at a cost of £22 per subscription. Additional charges will be applied where the property requires extra containers for their subscription, at the standard rate at the time of purchase. An annual inflationary rate will be applied each year to all elements of the service.
- e) All subscription details will be kept on a customer database for a period of two years.
- f) Residents can subscribe throughout the year, however residents joining the scheme part way through will still be charged the full annual fee.
- g) Payment can be made by various methods including over the internet, in person or by telephone.
- h) Upon receipt of payment the Council will issue a green waste subscription sticker.
- i) Residents should continue to use the garden waste bins (brown in colour) which they have been provided, residents requiring replacement or additional bins will be subject to a charge.
- j) The Council has a duty to keep records up to date, and therefore we require customers to notify us of any changes in their personal details.
- k) From time to time incentive schemes may be offered to, or removed from, residents at the Council's discretion and will be promoted by the Council.
- l) Residents may share a garden waste collection annual subscription bin with their neighbours. However the Council accepts no responsibility for personal agreements.
- m) The Council reserves the right to refuse an application for the green waste collection service based on the criteria for the scheme described in clause 2.
- n) A fixed charge applies to all households regardless of personal circumstances, there will be no concessions.

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**4. Refunds**

- a) Except where cancelled in accordance with Clause 12, no refunds will be provided for cancellation of the service.
- b) If there is any misuse of the service or the garden waste bins for that household the service may be cancelled by the council, there will be no refund in these circumstances.
- c) If a collection has been missed by the Council, a repeat collection will be provided where possible within 7 working days. There will be no refunds of all or part fees for missed collections.
- d) No refunds will be provided for garden bins which are lost, damaged or stolen.

**5. Garden waste collections**

- a) Garden waste must be presented for collection in the brown, 240 litre Council issue wheeled bins.
- b) Residents with existing, smaller 140 litre bins will be subject to the same annual subscription charge or are eligible for a free exchange to a 240 litre bin. The free exchange will be a reconditioned bin (IE previously used).
- c) Bins are provided for use by the householder but remain the property of the Council.
- d) If requested, householders can be provided with additional garden waste bins but they will need to pay an additional subscription cost **plus** there will be a one off charge for the supply of the additional bin.
- e) A maximum of 4 bins can be supplied to each property
- f) In new build properties or where garden waste collection services have not been previously provided, householders will be required to purchase a bin via the Council in order to subscribe to the service. No property will receive a bin for free, and the standard bin charge will be applied in addition to the subscription fee.
- g) Requests for garden waste bins will be logged and issued by the Council within a reasonable timescale, but lead times will be dictated by demand. Residents are therefore encourage to request bins at the earliest opportunity. If a resident misses a garden waste collection whilst waiting for delivery of a bin, the Council will not be obliged to return to provide the missed collection.

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- h) The garden waste bins will be supplied clean and in a usable condition. The registered person is responsible for the general condition and cleaning of the garden waste bin whilst in their possession.
- i) There will be a charge for replacement bins if lost or stolen which will be determined by the Council. The Council accepts no liability for garden waste bins used for any other purpose other than for the collection of garden waste.
- j) The Council reserves the right to remove all garden waste bins that are not used for the service or if there is evidence of misuse.
- k) On payment of the annual subscription the Council will issue each householder with a bin sticker.
- l) Householders are responsible for writing their address on to the sticker with indelible pen. Resident must also take a note of the serial number on the sticker, as this may help to relocate the bin if it is lost or taken by someone else.
- m) Stickers should be placed below the bin handle on the back of the bin.
- n) Bins should be presented with the sticker clearly visible. Bins without valid stickers, or incorrectly addressed, will not be collected.
- o) If stickers are lost, damaged or stolen please contact [waste.management@hartlepool.gov.uk](mailto:waste.management@hartlepool.gov.uk) and a replacement will be issued and the old one cancelled. You will be required to provide the serial number on the sticker, so please make a note of this when you receive the sticker.
- p) Broken bins will be repaired or replaced and should be reported to the Customer Services team via the online reporting system.
- q) Garden waste should not be placed in the general waste bin (green bin) as it may prevent it from being collected.
- r) Residents who do not wish to subscribe to the service may retain the brown bins at their property or may request for them to be collected. If you wish to have your bin collected please use the online form [https://online.hartlepool.gov.uk/service/Refuse\\_and\\_recycling\\_Request\\_removal\\_of\\_a\\_brown\\_bin](https://online.hartlepool.gov.uk/service/Refuse_and_recycling_Request_removal_of_a_brown_bin)
- s) Brown bins that are not required will be added to a list for collection, which will be undertaken when there is capacity in the service to do so. The Council may decide to suspend brown bin removal bookings, either permanently or temporarily, if demand dictates.

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- t) Residents who have asked for their brown bin to be collected but whom later decide that they want to subscribe to the service will be charged the full price of a replacement bin.

**6. Collection days**

- a) Garden waste will be collected once every **four** weeks on a specified day. The Council reserves the right to alter the collection day, but will provide notice to subscribers of any changes.
- b) Residents who have subscribed to the service can access details of their collection schedule online at [www.hartlepool.gov.uk/findmybinday](http://www.hartlepool.gov.uk/findmybinday)
- c) Exemptions to these clauses apply during inclement weather, in cases of operational difficulty or any event of 'Force Majeure'.

**7. Presenting garden waste bins**

- a) Garden waste bins must be presented at the curtilage on the boundary of the property identified by the postal address by 7.30am on the day of collection at the same point as the refuse and recycling collection bins are usually presented.
- b) All garden waste bins must be clearly visible from the road, without any obstruction, and away from hedges and walls.
- c) Bins should be presented with the sticker and bin handle facing the road so that the crews can easily identify those within the scheme.
- d) It is the residents' responsibility to ensure that the garden waste bins are brought back onto their property on the same day.
- e) An assisted collection service is available upon request for eligible households. Properties that have an agreed assisted collection that has been arranged by the Council, must place the garden waste bin at the agreed collection point by 7.30am on the specified day of collection.

**8. Missed Garden Waste bins**

- a) Garden waste bins are to be presented for collection by 7.30am on the designated collection day.
- b) Bins which are not presented by 7.30am at the agreed location will be considered as 'householder failed to present'. The Council will not return in these situations. Responsibility for disposal of the garden waste will then become the responsibility of the householder.

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- c) Where householders do not present their garden waste bins for collection in accordance with the Council's requirements, the householder will have the following options;
- Take the garden waste to the Household Waste Recycling Centre (booking required).
  - Store the garden waste until the next collection day.
  - Pay for and organise for an additional one-off collection.
- d) Bin collection times may vary and customers are advised that collections may continue up until 6pm on the day of collection.
- e) In the event that crews are delayed or unable to empty bins then residents will be informed via social media and customer service updates.
- f) In the event of sustained adverse weather such as severe snow and ice, excessive heat, etc., the service may be suspended. Attempts will be made to return and empty the bin where practicable, however, collections cannot be guaranteed. There will be no refunds in any circumstance where collections do not take place.

**9. Moving house**

- a) Each subscription is linked to a particular property or household, and if you move house the garden waste subscription will not automatically move with you, as our collection crews will not know the new address. Unless the subscription is transferred (see below) the collection will continue at this property until the subscription is complete.
- b) If a resident moves house and wishes to transfer the subscription to a new address and suspend the service at their original residence, then it shall be the responsibility of the subscription holder (ie the resident) to transport the bin to the new property, and to inform the Council of the change of address. The Council must be informed prior to the move to ensure that the resident does not miss a collection.
- c) Subscription arrangements are the responsibility of the home owner and HBC will not enter into any disagreements over subscription transfer.

**10. Sharing a subscribed service bin with a neighbour.**

- a) The subscription will need one name and address supplied when making the payment, the registered address will need to be written on the sticker which will be attached to the bin. The bin must be placed outside the property which is subscribed to the collection service.

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**11. What can be put in your garden waste bin? - Acceptable material, contamination and overweight garden waste bins**

- a) Only loose compostable garden waste may be placed in the garden waste bin. Compostable garden waste includes : grass cuttings, flowers, small tree branches, loose leaves, shrub and hedge trimmings, we do not accept large branches (greater than 7cm diameter), no turf, earth, soil stones gravel etc.
- b) The garden waste must not be placed in plastic bags or any other sort of packaging as this affects the composting process and contaminates the resultant compost, making it not fit to use.
- c) Contaminated garden waste bins (for example bins containing incorrect materials) will not be emptied. If your bin is contaminated it is your responsibility to remove the items of contamination prior to the next collection. If the contamination continues the council may remove the bins without refund.
- d) Garden waste bins that are overflowing or overweight will not be emptied. A sticker/tag will be placed on the bin by the crew to identify it as being overweight when they are either not able to move the garden waste bins, 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. If the householder fails to do so we may remove the bin without refund.
- e) The bin lid must be closed when presented for collection.
- f) No side waste will be collected, no extra garden waste next to the bin or balanced on the lid.

**12. Your right to cancel the service**

- a) You have 14 working days from the date of payment to cancel the service if you have not already received a collection.
- b) Request to cancel the service can be made using the following methods;
  - Please provide your postal address and if possible your garden waste reference number.
  - Telephone 01429 523333 and ask for 'garden waste'
- c) Your details will be retained for marketing purpose for the Councils waste related services for two years should you subscribe to the service and subsequently cancel. It is your responsibility to cancel the service if your circumstance change.