

# Blackburn with Darwen Borough Council

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## Garden Waste Collection Service



### Terms and conditions

Please read the terms and conditions before you sign up for the garden waste scheme. By agreeing to pay for the service you will be accepting the terms and conditions below:

1. The scheme year runs from 1 March to 30 November. Collections will not take place during December – February inclusive.
2. The payment for the garden waste collection service will be £25.00 per bin (reduced to £20 to early payment before 1 February 2017).
3. Residents can join the scheme at any time throughout the subscription period, but will be charged the full annual cost. There will be no reduction of annual cost for subscriptions made during the year, where residents receive fewer collections during the period of the service.
4. Payment is required for each bin<sup>1</sup> presented for collection and each bin must display a valid collection sticker.
5. Accepted methods of payment are by debit or credit card (not Amex or Diners). Payment can be made online at [www.blackburn.gov.uk](http://www.blackburn.gov.uk) and via [mybwd](#).
6. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013<sup>3</sup>, customers have a 14 day cancellation period from date of purchase. There are no refunds or part refunds for the cancellation of the service, part way through the year or after the 14 day cancellation period.
7. Once payment has been received from a new customer, where a bin/bags are required, we will deliver the bin / bags within 28 days. A confirmation letter, collection calendar and bin sticker will be sent to you within 28 days of payment. Attach the bin sticker we send you to the side of your brown bin, as per the instructions provided (not applicable if on a bag collection). We cannot empty any bin that does not display a valid sticker. If your sticker becomes detached or lost, contact the Council via [www.blackburn.gov.uk](http://www.blackburn.gov.uk) or via your [online mybwd account](#).

**NB: The re issuing of a sticker or pack that has been mislaid by a resident will result in a £10.00 administration charge.**

8. If there is evidence of misuse of either the collection service or the brown bin/bags by the resident/household, then the Council reserves the right to withdraw the service from the subscriber with no refund offered.
9. The Council reserves the right to decline an application to join the service, if in the opinion of the Council, the collection service cannot be provided due to operational reasons, such as access issues for the collection vehicles.
10. The Council will empty the 240 litre brown bin on a fortnightly basis providing a valid collection sticker is displayed on each bin presented for collection. If we miss your bin/bags, we will do our best to collect it as soon as possible, which may mean

that we provide biodegradable sacks for the next collection, if we are unable to revisit before the next collection. We will not give a refund for missing a bin / bags or being unable to collect a bin / bags (e.g. in inclement weather, access issues). If collection schedules are altered because of public holidays, inclement weather or other such occurrences, information about alternative collection arrangements will be kept up to date on [www.blackburn.gov.uk](http://www.blackburn.gov.uk).

11. Collections will usually take place on Fridays or Saturdays. The Council will issue each customer a collection calendar.
12. Collections are made according to your allocated day, although this may change in exceptional circumstances e.g. adverse weather. The Council reserves the right to alter collections if required. During periods of severe weather Blackburn with Darwen Borough Council reserves the right to suspend collections. Notice of this will be posted on the website. Every effort will be made to re-schedule collections in these circumstances.
13. All garden waste must be contained within the bins/bags provided by the Council. Any waste not contained in the bin/bags provided by Blackburn with Darwen Borough Council will not be collected. Additional bins/bags can be obtained and paid for, as per the above rates.
14. Brown bin(s) remain the property of the Council. If the bin is damaged through wear and tear, it is damaged during the emptying process by the crew, or if it falls into the back of the collection vehicle, or the bin is lost or stolen<sup>2</sup>, the Council will repair or replace the bin free of charge.
15. Any additional, replacement of new bins will be supplied in a useable condition. The registered person at the property is responsible for the general condition and cleaning of the brown bin whilst in their possession.
16. Bins/bags should be presented on the kerbside by 7.00am on the day of collection, unless alternative arrangements have been made. (e.g. assisted collection) If the garden waste cannot be collected because the bin/bags has not been presented by 7am, the crew will not return until the next scheduled collection day.

Please note, no back street collections can take place : terraced properties will be required to place their bin/bags for collection at either one end of the back street, or at the front of the property.

17. Lids of the bins containing garden waste must be fully closed when placed out for collection. The Council reserves the right not to empty containers when the lids are not fully closed as this may cause damage to the lids whilst being mechanically emptied.
18. You are responsible for the security of the wheeled bin / bags. The bin(s) should be removed from the public highway (including associated pavements / footways / verges etc.) as soon as possible after collection.
19. An assisted collection is available for residents who are physically unable to manage the brown wheeled bin/bags and where there is nobody living at the premises capable of moving the bin/bags. If this service is already in place for your refuse and recycling bins, it will automatically be arranged for your brown bin/bags. All bins/bags must be left in an accessible location for the collection crew to empty and return the bin from its normal position within the property boundary.

20. The Council reserves the right not to empty any bin/bag that in its reasonable opinion poses a health and safety hazard to the collection operatives or is overflowing or overweight. A notice will be placed on the bin by the crew to identify it as being overweight when they are either not able to move the bins, or the vehicle is not able to lift the bin to empty it. If the bin/bag is too full or overweight it is your responsibility to remove item(s) prior to the next collection. If you fail to do so we may remove the bin.
21. Only garden waste may be placed loose in the brown wheeled bin (or biodegradable sacks, see <sup>1</sup> below). Garden waste includes grass cuttings, tree and hedge clippings, weeds, leaves, twigs and bark, dead plants and flowers, raw fruit and vegetables from the garden, rabbit bedding. Garden waste does not include soil sods, 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, cat or dog faeces, pet litter or pet bedding, shredded paper or cardboard. No plastic of any kind may be put in the bin.
22. Any bin 'contaminated' with material other than green garden waste will not be emptied (as this will contaminate the entire vehicle load) The resident will be notified of the issue by means of a notice left on the bin, giving the resident the opportunity to rectify the problem. The bin will not be collected until the next collection is due. If a container is regularly contaminated, the Council reserves the right to remove the container and cease the collection service. No refunds will be provided if a service is removed due to regular contamination. If the list of acceptable items changes, the Council will inform you of this first.
23. The garden waste subscription is only valid for the property of which it was originally purchased and is non-transferable. We cannot offer a refund if you move within or outside of the district or to a property where you no longer require the garden waste service. However, you may leave your licence for the new occupants if there is any term remaining.
24. You may cancel your subscription at any time during the subscription period. There will be no refunds if leaving part way through the year.
25. We will contact you in advance to renew your subscription. Renewals must be paid before your service runs out. If you do not pay by the specified payment date, we will withdraw your service and your bin may be removed.

## **Data Protection Statement**

Blackburn with Darwen Borough Council is a Data Controller under the Data Protection Act. We hold information for the purposes specified in our notification to the Information Commissioner and may use this information for any of them. We may get information about you from others, or we may give information to them. If we do it will only be as the law permits, to check the accuracy of information, prevent fraud or detect crime or to protect public funds.

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<sup>1</sup> Properties not deemed capable of having a bin (eg due to access restrictions) will be provided bio degradable sacks instead

<sup>2</sup> Customers are advised to check with the Council in case the bin was emptied in to the back of the vehicle, check with neighbours and look out for the lost/stolen bin on the next scheduled collection.

<sup>3</sup> <http://blackburnwithdarwen.tradingstandards.uk/business-display.htm?frmClient=77FABC18-E1CE-DC66-0DBF3A55362EE9B3&frmItemID=309216&frmShared=1>

**Date :** 29<sup>th</sup> November 2016

