



Subscription Garden Waste Service Terms and Conditions

1. Period of Agreement

1.1: This agreement continues to be in force for the full Service Period and, except were cancelled in accordance with section 2.5, no refunds will be provided for cancellation of the service.

1.2: The service period runs from 1st April 2024 to the 31st of March 2025 and will be suspended for four weeks over the winter, ending on the 20th of December 2024, and resuming on the 20th of January 2025.

1.3: South Hams District Council reserves the right to cancel collections in unpredictable circumstances outside their control, such as extreme weather conditions or 'force majeure' without prior notice and no refunds will be payable in these circumstances; the service will resume as soon as conditions allow. Updates will be communicated through social media and/or through our website.

1.4: South Hams District Council takes the welfare of its employees seriously and will not tolerate abusive or aggressive behaviour. Such behaviour will result in the termination of your garden waste collection service, and this agreement. South Hams District Council reserve the right to cancel your subscription without refund for non-compliance of the aforementioned rules.

1.5: The Council reserves the right to change your collection day subject to providing you with prior written notification.

2. Charges

2.1: The collection service year will run for the Service Period as described in Clause 1.2 above.

2.2: The charge per subscription is £55 if purchased after the 1st of April 2024, or £52 if purchased in advance of this date. This will cover a fortnightly collection of a 180-litre brown wheelie bin.

2.3: A single household may have a maximum of two subscriptions.

2.4: Concessions/discounts are not available on this service.

2.5: No refund will be available if you decide to cancel this service once you have received a collection. Requests to cancel the service during this period can be made by email to gardenwaste@swdevon.gov.uk referencing 'garden waste cancellation', the full address of the property and the relevant contact details.

3. Payment Method

3.1: The quickest way to sign up is to pay online at: www.southhams.gov.uk/gardenwaste

3.2: Alternatively, we can take phone payments on: 01803 861234. However, phone payments may take longer to process.

3.3: South Hams District Council can no longer accept cheque or cash payments and we do not offer a Direct Debit or instalment scheme.

4. Service Information

What can I put in my garden waste bin?

Yes, please!

Grass cuttings

Hedge trimmings

Cut flowers and plants

Branches up to 10 cm (4 inches) in diameter

Windfall fruit

Vase flowers

No, thank you!

Cardboard

Food

Food packaging

Hutch sweepings

Soil or rubble

bags or twine

4.1: On receipt of purchase, a sticker will be posted to you and must be attached to your brown bin. The sticker is not proof of purchase but is to assist our crews in finding the correct subscribed property. Please ensure the associated address is detailed on the sticker.

4.2: The Council will carry out a collection as long as your garden waste bin;

- Only contains the materials listed in the 'Yes, please' column above.
- If contaminated with the items in the 'No, thank you!' column or other items, your bin will not be collected, the items would need to be removed by the subscriber in time for your next scheduled collection day.
- All of your garden waste needs to be loose and contained in the bin provided. We will not collect side waste.
- Is able to be moved by the operative and is not too heavy. If the bin is too heavy it will be marked as 'too heavy' and not be collected.
- The garden waste bin must be left on the boundary of the subscriber's property by 7am on the day of collection.

4.3: The Council will make every effort to maintain collections during adverse weather conditions. However we reserve the right to suspend or delay collections without refund in exceptional circumstances.

4.4: The Council commits to providing a quality service and the bin will be returned to the presentation point carefully and tidily at all times.

Reporting to South Hams District Council

4.5: Missed collections must be reported to South Hams District Council within two working days of your scheduled collection day unless your collection day is a Friday.

Friday collections that are missed must be reported to SHDC before the end of the day on Monday. This can be completed on our website www.southhams.gov.uk/missedcollection or by calling the office.

5. Loss/Damage to bin

5.1: The garden waste bin remains the property of South Hams District Council and must not be removed from the District.

5.2: The security of the garden waste bin is your responsibility.

5.3: South Hams District Council recognises that due to wear and tear, bins may need replacing. Replacements will be dealt with on an individual basis and requests must be made online via our website. Repeated requests for replacements will be monitored and there may be a cost incurred.

6. Moving House Within and Outside of South Hams District

6.1: If you are new to South Hams District, you can request a brown bin. This will be ordered and delivered within ten working days. Your new service will begin in April and we are only able to collect garden waste from a SHDC issued brown wheelie bin.

6.2: If you move within the District, it is your responsibility to take the garden waste bin to your new property and notify the Council of your change of address so that we can update our records.

6.3: If you move outside the District, please remember the bin remains the property of the Council. However, as a goodwill gesture you may wish to leave it for the next resident.

6.4: The service is non-refundable if the householder moves out of the District part way through the term of the agreement. If moving within the District, and we are able to provide a service at your new address then we will transfer the subscription to your new property.

7. Service Guarantee Scheme

The council is committed to providing a quality service and therefore has introduced a service guarantee scheme.

The scheme will provide a £10 refund at the end of the subscription year if the Council has not collected your garden waste collection on more than five occasions.

This assumes that:

- The customer has met the requirements detailed in Section 4 of these terms and conditions.
- The Council has failed to return and collect a reported missed collection within the agreed time scales.
- All missed collections have been reported by the subscriber through our website as described in section 4.5.
- When the service is cancelled due to extreme weather or other “force majeure” events such as road closures, this will not be included in the calculation of number of missed collections.

7.1: Refunds will be reviewed on a case-by-case basis. This will be assessed by looking at the whole year’s collections. Residents will need to report all missed collections via our website at www.southhams.gov.uk/missedcollection, so we are able to respond accordingly.

8. Data Protection - how we use your information

Your information will be used so that we can provide the services to you.

Under Article 6(1) (e) of the General Data Protection Regulations, we are permitted to use data for our tasks; data protection law describes this legal basis for handling your information.

It will be used by South Hams District Council to deliver and improve services and to fulfil our statutory duties.

We will not disclose any personal information to any other third parties unless required or allowed to do so by law.

For further information on how your information is used, how we maintain the security of your information, and your rights to access information we hold about you, please contact the Data Protection Officer:

- Email: data.protection@swdevon.gov.uk
- Telephone 01803 861234.

You can also write to them at:

South Hams District Council

Follaton House

Plymouth Road

Totnes

Devon

TQ9 5NE

<https://southhams.gov.uk/Privacy>