## Garden Waste Subscription Service Terms and Conditions



- 1. By subscribing to Lancaster City Council's garden waste collection service, you agree to pay the council £46 per bin to collect garden waste. Only garden waste placed in council issue wheelie bins will be collected. The period of collection runs from your first garden waste collection in April 2025 to 31st March 2026.
- 2. In line with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, you have 14 days from receipt of these Terms and Conditions to request cancellation of this service. On cancellation we will reimburse all payments received from you within 14 days. Requests to cancel the service should be made by calling 01524 582491 or by using the online contact form at <a href="mailto:lancaster.gov.uk/contact-us">lancaster.gov.uk/contact-us</a>
- 3. For your property to be eligible to subscribe to this service, we must be able to get access to your bin(s) with a 26 tonne refuse collection vehicle. If this is not possible your property will not be able to participate in the scheme.
- 4. Following payment, you will receive a sticker through the post. This should be placed on your garden waste bin(s) as soon as you get it/them. Bins which do not display the 2025/26 collection sticker will not be collected unless crews have been instructed to do so by an authorised council officer. Misplaced stickers will not be replaced unless needed for a replacement bin.
- 5. Apart from your rights under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013, there will be no refund, part refund or reductions for part year subscriptions or part refunds for the cancellation of the service part way through the year.
- 6. Any misuse of the service or bin by a householder may mean cancellation of the service.
- 7. Garden waste bins are emptied fortnightly, except for a period over the winter (please refer to your calendar for winter suspension details) or when other unforeseen factors prevent collections from taking place, such as vehicle breakdown or adverse weather conditions.
- 8. To ensure a collection, your bin should be out for collection by 7am on collection day. If we miss your bin, and it is our mistake, we will do our best to collect it as soon as possible. We do not give refunds for missing a bin or being unable to collect a bin.
- 9. Your garden waste bin(s) must be used for garden waste from domestic properties only. Only garden waste may be placed loose in the bin. This includes grass cuttings, hedge clippings, tree lopping's, twigs, bark, leaves, straw, hay, flowers, plants, small branches, fallen fruit and small vegetarian pet bedding, but not large branches, turf, earth, soil, stones, gravel etc.

The garden waste MUST NOT be placed in plastic bags, as this affects the composting process. Food waste MUST NOT be placed in the green bin.

10. Contaminated bins (i.e. bins containing incorrect materials) will not be emptied. If your bin is contaminated, it is your responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, we may remove the bin(s) and no refund will be issued.

- 11. The bin lid(s) must be able to be closed as no side waste will be collected, i.e. no extra waste next to the bin(s) or placed on the lid(s). If the bin is too heavy to be lifted safely, the householder will be expected to remove some garden waste making it safe to lift for the next scheduled collection.
- 12. The bin(s) is provided for use by residents but remains the property of the council. There is no limit to the number of bins a households can subscribe to for their property. Each bin will be charged at the annual rate for the period the service runs. Only bins supplied by the council will be emptied. Bins supplied may be reused ones. Garden waste presented in any other receptacles will not be collected.
- 13. If the bin is damaged through neglect or misuse, the cost of repair or replacement will be recharged to you. If your bin is damaged, you can order a new one online at <a href="mailto:lancaster.gov.uk/bins">lancaster.gov.uk/bins</a>
- 14. If you move do not take your bin(s) with you. The bin must remain at the address for which the subscription was paid. This subscription is non-transferable
- 15. Payment is required every year in advance. The simplest and easiest method is using the online payment service by debit or credit card at <a href="lancaster.gov.uk/garden-waste">lancaster.gov.uk/garden-waste</a> You will be notified of the charge and payment date in February each year. Payments should be made by credit/debit card. Failure to pay and re-subscribe by the specified date will mean discontinuation of the service until such time as you re-subscribe.
- 16. If you choose to join the service part way through the year you will still be charged £46. There is no reduction in cost for subscriptions made part way through the year resulting in fewer collections
- 17. The council reserves the right to vary these terms and conditions and to amend the annual cost of the service.
- 18. We shall not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside of our reasonable control.

## 19. **Statutory Rights**

These terms and conditions of the Garden Waste Subscription Service do not affect your statutory rights.

## 20. Data Protection Statement

We will only use the personal details you have provided for this service to contact you by letter, telephone, or email for matters related to the garden waste service.

21. To improve our service, we may use your information for analysis purposes in relating to service take up. This will be anonymised prior to any disclosure, e.g. under the Freedom of Information Act.