

## East Suffolk Garden Waste Scheme

### Terms and Conditions of Service.

These terms and conditions set out the rights and obligations of the service user (“you/your”) and the Council (“we/us/our”) as they relate to the East Suffolk Garden Waste Scheme.

1. We will provide fortnightly garden waste collections to you if you pay the subscription fee in advance. The annual fee is set by us each year and details of the current fee and other charges are published at [www.eastsuffolk.gov.uk/yourcouncil/financial-information/fees-and-charges/](http://www.eastsuffolk.gov.uk/yourcouncil/financial-information/fees-and-charges/)
2. In exceptional circumstances and where we deem it operationally unsafe for refuse vehicles to access your property, you will be provided with compostable garden waste sacks instead of a wheeled bin. Only paragraphs 3, 8, 14, 15, 16, and 20 to 23 of these conditions apply where the service is provided by garden waste sacks.
3. We will provide the service to you at your nominated property within the collection area. You cannot transfer your subscription to another person at a different property part way through the year.
4. The Annual Fee is for one bin for one calendar year, and is not refundable in any circumstances once the statutory 14 day cooling off period has expired.
5. If you join the scheme for the first time, or if previous membership has lapsed, your membership of the scheme will run for 12 months starting from the end of the statutory cooling off period, which is 14 days from when you placed your order.
6. If you renew your membership at least 14 days before it expires, your garden waste collections will continue automatically for a further twelve months.
7. If your membership of the scheme lapses, collections will cease and you will have to re-join the scheme, and there may be a delay before collections start again.
8. Before your subscription is due to expire, we will send you a renewal invitation, either to the email address you provided when you joined, or in writing at the subscription address. We will not send reminders.
9. If we have to deliver a new garden waste bin to you we will charge a fee for delivery. We will deliver the bin to you within 10 working days of your order.
10. All the garden waste bins we provide as part of this service remain our property at all times. If your membership of the scheme lapses we reserve the right to require you to present the bin for removal by our contractors.
11. You may only use self adhesive vinyl letters or numbers to label your bin and to distinguish it from your neighbours’ bins. You must not scratch, engrave, spray paint, or use any other method of marking that could permanently damage the bin.
12. If you irreparably damage or lose a bin, you may have to pay a fee before we give you a replacement. Some damage can be repaired free of charge. Please see our website for more details.
13. You must facilitate our contractors to repair or maintain the wheeled bins by allowing access to, or presenting the bin at the boundary of your property, when formally requested. This includes when access is needed for the purpose of installing or scanning an RFID (Radio Frequency Identification) device.

14. Severe weather conditions or other events outside our control may stop us making collections. If we cannot collect on your usual collection day, we will make reasonable attempts to collect on another day to avoid excessive accumulation of waste. Our failure to make a collection in severe weather conditions will not entitle you to a refund.
15. We may have to revise collection schedules occasionally, for example, because of public holidays. We will tell you about the changes on our website and in public notices.
16. You must put the bin at your usual bin collection point before 6.00 am each collection day. You can find out your collection day at [www.eastsuffolk.gov.uk/refuse-collection](http://www.eastsuffolk.gov.uk/refuse-collection)
17. We will **NOT** collect your garden waste if your bin:
  - is not at the collection point when we arrive
  - is not displaying the current year bin sticker (if one has been supplied)
  - is overflowing and the lid will not close
  - is too heavy for us or our equipment to move
  - contains the wrong waste (please check our website to find out about what you can and cannot put in your garden waste bin)
18. We will not collect **extra** garden waste left on top, or by the side, of your bin.

### **Moving House**

19. If you move house **please leave your bin at the property.**
20. If you move within the East Suffolk District you can take your subscription to your new address. If there is no garden waste bin at your new address, tell us and we will deliver a bin to you free of charge.
21. Tell us about your change of address using our online form at [my.eastsuffolk.gov.uk/MyServices](http://my.eastsuffolk.gov.uk/MyServices) or by calling customer services on **03330 162 000**.

### **Garden Waste Sacks**

The following paragraphs apply only for properties where it is unsafe for wheeled bins to be used for refuse collection.

22. If you subscribe to this scheme, we will provide 52 garden waste sacks for you to use at any time. There is no time limit by which the sacks have to be used.
23. If you require additional sacks within 12 months of joining the scheme you may obtain up to a further 26 sacks free of charge from Suffolk Coastal Norse.
24. Collection of the garden waste sacks is generally weekly, subject to weather conditions.
25. We will collect garden waste from your property only if it is presented for collection in the garden waste sacks provided. (Please check our website to find out about what you can and cannot put in your garden waste sacks)