

**Castle Point Borough Council**  
**Garden Waste Wheeled Bin Collection**  
**TERMS & CONDITIONS – v. 4.2 January 2021**



## 1. The Service basics

- 1.1. This agreement is made between the resident ('the Subscriber') and Castle Point Borough Council of Kiln Road, Benfleet SS7 1TF and sets out the terms and conditions under which the Subscriber may use the Council's garden waste bin collection service ('the Service').
- 1.2. The Service is **only** available to Castle Point Borough Council domestic council tax payers. Neighbours may share a bin; however, the bin must be registered to only one address and presented for collection at the boundary of that address.
- 1.3. The payment for the Service is in advance annually and only the Subscriber who has paid their subscription in advance is eligible to receive the Service. The Subscription year runs from April to March annually and finishes on 31 March of each subscription year, whatever time of year the subscription is taken up. Subscriptions **do not** run on a rolling 12-month basis.
- 1.4. The cost of the Service is determined by the Council on an annual basis.

## 2. Start of the Service & bin delivery

- 2.1. The Council may take up to 28 days to deliver a bin from date of receiving a new Subscription.
- 2.2. The bin(s) remains the property of Castle Point Borough Council.
- 2.3. The Council will provide a 240-litre brown wheeled bin, which may be a refurbished stock bin.
- 2.4. The Subscriber cannot supply their own bin. Only bins supplied by Castle Point Borough Council clearly displaying the correct permit sticker will be emptied.
- 2.5. The permit sticker must always remain stuck to the bin. If the Subscriber removes the permit the bin(s) will not be emptied, and the Subscriber may be charged for a replacement.
- 2.6. Any faulty bins that are delivered will be replaced without charge, which may be from the Council's refurbished stocks.

## 3. The Service and presentation of the bin(s)

- 3.1. Collections will take place on a weekly basis on the Subscriber's standard refuse & recycling collection day.
- 3.2. On collection day the bin should be presented at the boundary of the property by 7am to ensure collection. The bin should be returned to the Subscriber's property as soon as possible after collection.
- 3.3. The bin(s) shall not be presented in such a way to cause an obstruction to pedestrians or at the kerbside of the pavement where they may cause an obstruction to road users. Where there is limited room the bin(s) should be left just inside the Subscriber's property boundary.
- 3.4. Failure to present the bin in time for collection may result in a missed collection and the bin will not be emptied until the next scheduled collection date.
- 3.5. Only bins supplied by Castle Point Borough Council clearly displaying the correct permit sticker will be emptied.
- 3.6. Only bins displaying the correct year's permit sticker will be emptied. Bins displaying a damaged or defaced permit may not be collected.
- 3.7. Bins displaying a permit sticker with a different address to where the bin has been presented will be removed without warning.

- 3.8. An assisted collection service is available for those eligible for an assisted refuse and recycling collection providing it is practicable to do so.
- 3.9. Collections will be changed due to Bank Holidays, seasonal holidays and some unforeseen circumstances residents will be informed of all collection changes and via **[www.castlepoint.gov.uk/calendar](http://www.castlepoint.gov.uk/calendar)**.
- 3.10. The Council reserves the right to suspend the Service in exceptional circumstances (e.g. industrial action, riot, terrorist attack, war, fire), for example adverse weather conditions. No refunds will be payable where collections have been suspended in these exceptional circumstances.
- 3.11. If the Council misses a collection when a bin has been presented correctly, the Council, on notification, will endeavour to return to empty the bin by the end of the following working day. The Council will not issue refunds for missed collections.
- 3.12. If the Council misses a collection and the Subscriber independently arranges for collection of garden waste, the Council will not be responsible for any third party costs or any costs incurred.
- 3.13. Only loose garden waste, as listed in the current acceptance list (**[www.castlepoint.gov.uk/GardenWaste](http://www.castlepoint.gov.uk/GardenWaste)**), may be placed in the garden waste bin. The garden waste must not be placed in plastic bags or any other sort of packaging. Non-acceptable items affect the composting process and contaminates the resultant compost.
- 3.14. All garden waste must be contained within the bin provided with a shut lid. Overfilled bins will not be collected. Garden waste not contained within the bin must be presented in the official Castle Point Borough Council garden waste sacks.
- 3.15. If the Subscriber subscribes to multiple bins the Subscriber can present as many or as few as necessary at each collection.
- 3.16. Garden waste bins contaminated with non-permitted items in the current acceptance list (**[www.castlepoint.gov.uk/GardenWaste](http://www.castlepoint.gov.uk/GardenWaste)**), including plastic bags of any kind, will not be collected. Once the householder has removed the non-permitted items, the bin will be emptied on the next scheduled collection and not before.
- 3.17. If bins are regularly contaminated the resident will be warned about the issues. If contamination issues continue the collection Service will be withdrawn from that property, without refund.
- 3.18. Properties with restricted access may not be suitable to receive the Service. Upon assessment of your property, if it is deemed not suitable you will be advised of other options available, and a full refund will be received.
- 3.19. Bins too heavy for safe handling or unsafe for the lift mechanism on the collection vehicle will not be emptied. Once the householder has removed the excess items the bin will be emptied on the next scheduled collection.
- 3.20. The Council accepts no liability for any damage caused in performing the Service.

#### **4. Subscriber Obligations**

- 4.1. After collection the Subscriber must return the bin(s) to the Subscriber's property at the earliest opportunity.
- 4.2. The Subscriber is responsible for the safe and secure storage of the bin(s) on the Subscriber's property at all times.
- 4.3. The Subscriber is responsible for the general condition and cleaning of the garden waste bin whilst in their possession.
- 4.4. The bin(s) must not be defaced, damaged or inscribed in any way.
- 4.5. Defective or stolen bins must be reported immediately and will normally be replaced without charge.
- 4.6. The Council may charge for a replacement bin(s) if it is deemed the damage to the bin(s) is caused by incorrect storage or use of the bin(s)
- 4.7. The Council accepts no liability for injury due to improper use of the bin.

## **5. Resubscriptions**

- 5.1. Within one month of the end of the subscription year the Subscriber will be contacted by email/post to resubscribe for the following year.
- 5.2. There are no automatic resubscriptions, the Subscriber is required to action the resubscription in the method mentioned within resubscription correspondence.
- 5.3. After resubscribing to the Service the permit may take up to 10 working days to be delivered.
- 5.4. If a new permit has not been received within 10 working days of resubscription the Council should be informed at the earliest opportunity.
- 5.5. Only bins displaying the correct year's permit sticker will be emptied. Failure to attach the new year's permit to the bin will result in missed collection until the correct permit is displayed.
- 5.6. Resubscriptions taken out late March or after 1 April will only receive collections once the new year's permit has been received and attached to the bin(s) - the permit may take up to 10 working days to be delivered.
- 5.7. If the Subscriber chooses not to resubscribe no refund is offered for any remaining Subscription period.
- 5.8. Cancelled bin(s) will be collected after 1 April from the Subscriber and the bin(s) should be made available during this time for collection. Collections will be within 14 working days of 1 April.

## **6. Refunds/Cancellation/Moving property**

- 6.1. The Subscriber is entitled to a refund up to 14 days after receipt of the wheeled bin.
- 6.2. After 14 days of receipt of the bin the Service can be cancelled, but no refund will be given even if the bin is yet to be used. The bin will still be collected from the Subscriber.
- 6.3. The Subscriber must request the cancellation of the Service in writing to the Council (emails are acceptable).
- 6.4. In the event that the Subscriber does not use the Service for any part of the subscription year for whatever reason, including but not limited to death, being away on holiday or being away from home for whatever reason, the Subscriber will not receive a refund for that period.
- 6.5. Refunds will be provided through the World Pay system – refunds will not be supplied through any other payment method. The Council will inform the Subscriber when the refund has been processed; it can take up to 10 working days for money to be returned.
- 6.6. The bin(s) will be collected from the Subscriber within 28 days of a request to cancel the Service. Refunds will only be issued once the bin has been collected.
- 6.7. Failure to return the bin(s) will nullify any refund.
- 6.8. The Subscriber may be charged for any damage to the bin prior to a refund being issued.
- 6.9. The Service is non-transferable from one resident to another.
- 6.10. On moving address within the borough of Castle Point the service can be transferred to the new address. The Subscriber should inform the Council in writing to the Council (emails are acceptable) of the previous and new address. The Subscriber can move the bin(s) themselves, or request the Council to move the bin(s), the Council may decide to charge for this.
- 6.11. If moving out of the borough the Council must be informed and the bin returned to the Council. Failure to do so may result in costs to recover the bin to be charged.
- 6.12. No refund is offered if the subscription is cancelled due to the Subscriber moving property, however long is left on the Subscription period.

## 7. Subscriber data

- 7.1. The information provided by the Subscriber will be held and processed by Castle Point Borough Council. Information provided will not be shared with other Council departments. Information will be held and disposed of in line with the Council's GDPR, Document Retention and Disposal Guidance. Any information that the Council has about a resident can be obtained by making a request in writing by using a Subject Access Request form. The Council's policy can be viewed at: data [www.castlepoint.gov.uk/privacy-notice](http://www.castlepoint.gov.uk/privacy-notice)
- 7.2. The Subscriber can unsubscribe from the newsletter mailing list at any time by contacting the Council.

## 8. Other

- 8.1. The Council reserves the right to vary these Terms & Conditions; the Subscriber will be notified of any changes.
- 8.2. To contact the Council in respect of any queries, issues, complaints relating to this Service, please visit our website [www.castlepoint.gov.uk/GardenWaste](http://www.castlepoint.gov.uk/GardenWaste); email [recycling@castlepoint.gov.uk](mailto:recycling@castlepoint.gov.uk) or telephone **01268 882200**.