Halton Borough Council - Garden Waste Collection Service Terms & Conditions

1. The garden waste collection charge of £27 (if paid on-line) or £32 for 2018/2019 is for the emptying of one standard sized 240 litre green wheeled bin, irrespective of joining date. Additional green bins can also be emptied for a subscription charge of £27 (if paid on-line) or £32 each.

2. The subscription year runs from 1st June 2018 – 31st May 2019. There will be no collections during the winter months (usually December to February - full details of collection dates are provided to householders and available from the Council).

3. Your green bin needs to be presented at your designated collection point by 7am on your scheduled day.

4. If there are unacceptable materials in the bin, it will be deemed to be ‘contaminated’. The crew will not empty it and you will be notified of the problem. We would ask you to remove the problem items and to present your bin on the next scheduled collection date.

5. Please note that we will not empty ‘contaminated’ bins, intentional or otherwise, so service users are asked to ensure they are careful to comply with this requirement to avoid disappointment. A full list of the acceptable garden waste materials is available online at www.halton.gov.uk/gardenwaste

6. Garden waste must not be placed in black or blue bins. Any black or blue bins that are found to contain garden waste will not be emptied The Council reserves the right to audit all wheeled bins at any time to ensure proper use.

7. The Council’s garden waste collection service is not to be used for the collection of garden waste which has been generated through a paid garden maintenance service at a property other than the subscribed household. The Council reserves the right to not empty any green wheeled bins suspected of containing such waste and no refunds will be given to individuals who subscribe to the service for this purpose.

8. Our collection crew reserve the right to not empty bins that are too heavy and therefore unsafe to move.

9. Only green bins with a licence sticker applied, will be emptied. The sticker should be placed under the handles at the back of the bin. This allows quick checking of stickers by collection crew and ensures the stickers are not damaged by the lifting equipment. We will not return to empty missed green bin(s) that did not have the permit sticker applied.

10. We will only collect garden waste contained within the wheeled bin. We will not empty bins that contain non-garden waste or bagged garden waste, this includes bins full of soil that may be too heavy to empty safely. We will not remove additional garden waste placed alongside. We reserve the right not to empty bins where the lid is not fully closed.

11. The Council is not obliged to provide the collection service where collection is prevented due to circumstances beyond its reasonable control, such as severe weather.
There are no refunds for missed bins, but we will come back as soon as we can to empty your green bin if it has been missed due to our fault.

You have the right to cancel this service and obtain a full refund within 14 days of the date you subscribed. Refunds will not be made, under any circumstances, after the 14 day period has elapsed.

Your subscription is valid until 31st May 2019. If you move house during this period, the collection service will transfer to your new address if this is within Halton and if the garden waste collection service is operating in the area of your new property. You should contact the Council to advise us of your change of address and we can arrange for your collections to continue. **You should not take your green bin(s) to your new property when you move.**

Refunds cannot be issued if you move out of the Halton area or to a property in the borough that is not offered the service. Furthermore, a refund will not be issued if you move to a new property and require fewer bins than you have subscribed for at your previous address.

Subscriptions are only transferrable between different individuals at the same property and where both people were in residence at the time the subscription was made.

This agreement ensures that your garden waste is being collected lawfully under Section 34 of the Environmental Protection Act 1990.

The information that you provide will be processed in accordance with the provisions of the Data Protection Act 1998 and relevant legislation.

**Fair Processing Notice**

The information that you provide will be processed in accordance with the provisions of the Data Protection Act 1998 and relevant legislation. The Council has a duty to protect the public funds it administers, and may use information held about you for the prevention and detection of fraud and other lawful purposes. The Council will also use the information for the purpose of performing any of its statutory enforcement duties. It will make any disclosures required by law and may also share this information with other bodies responsible for detecting / preventing fraud or auditing / administering public funds.

We will not disclose your personal information to third parties for marketing purposes. The Council may be required to pass on the information you have provided to other bodies for administrative purposes and as required by law. The information will only be used for specific purposes allowed by law. Halton Borough Council is a ‘data controller’ for the purposes of the Data Protection Act 1998.

Please note:
Information provided in the Council’s 'Garden Waste Collection Service FAQs' forms part of these Terms & Conditions for the garden waste collections service.