

Tonbridge & Malling Borough Council Chargeable Garden Waste Collection Service: Terms & Conditions

1. Garden waste will be collected once each fortnight on the allocated collection day. The service covers 12 months' collections. The service may be suspended over the Christmas and New Year period (we now collect on all other bank holidays) and in exceptional circumstances such as bad weather. Prior notification will be provided where circumstances permit.

2. We will only collect garden waste from properties subscribed to the service and from containers issued by Tonbridge & Malling Borough Council (TMBC), and subscription payments must be up to date.

3. Subscribers to the service will receive a brown 240 litre wheeled bin for the collection of garden waste. Wheeled bins remain the property of the Council. The resident is responsible for maintaining the condition of the bin. If the bin becomes faulty it is the responsibility of the resident to report the fault to the Council promptly.

4. The subscription is due for renewal on the anniversary of the first collection.

5. Up to three additional garden waste bins can be ordered for at a discounted rate.

6. The Council reserves the right to assess applications to determine whether or not premises and properties are suitable for the service. If a property has wheeled bins for residual and recycling collections it will be deemed suitable for a wheeled bin for garden waste unless:

- there is no space to put the additional wheeled bin, for example, there is a place at the front of the property but it will cause an unacceptable obstruction to access or egress from the premises to the highway
- there is suitable storage at the rear of the property but there is no way of wheeling the bin to the point for collection, for example, the only access is through the house; or
- there is no access and/or there will be an unacceptable obstruction on the highway

7. Those properties assessed as unsuitable for wheeled bin collections and receive 'sack' collections, can subscribe to the service and receive three green 90 litre re-usable hessian sacks for the storage and presentation of garden waste. This gives a capacity of up to 270L per collection. The garden sack collection will be charged at the same rate as a wheeled bin subscription.

8. A 140L garden waste bin will be available, however it will be charged at the same subscription charge as a 240L. This will only be offered where the resident

has a very small garden (and/or already have 140L bins for refuse & recycling). The resident must be aware they cannot present additional garden side waste and once the 140L bin is delivered we cannot swap it for a larger bin within the subscription year.

9. A charge for the service is payable annually in advance. The Council reserves the right to vary the collection charge, usually on an annual basis. Non-payment will result in suspension of the service. Containers will be reclaimed from any customers who fail to pay for the service. If the container is not recoverable for any reason, customers will be invoiced for the cost of the container plus an administration fee.

10. All garden waste bins or bags must be presented at the boundary of the resident's property, nearest to where the collection vehicles pass, by 7.00am on the morning of collection. Missed collections must be reported within one working day of when the collection was due, and we shall return and collect it.

11. If the container/s are not presented when the crew arrive for collection, they will not return until your next collection is due. No refunds will be issued in these circumstances.

12. An assisted collection service is available to residents who meet the Councils' assisted collection criteria.

13. Only compostable garden waste must be placed in the bin/sacks (grass cuttings, prunings, flowers, plants and weeds). All material must be placed loose in the container/s and should not be compacted in any way. Garden waste does not include soil, stones or rubble, noxious weeds such as Japanese knotweed, ragwort or giant hogweed, plastic flower pots trays or bags, wood that has been treated or painted, vacuum dust, fire cinders or sawdust, food or kitchen waste including peelings, cat or dog faeces, pet litter or bedding, or cardboard. No plastic of any kind may be put in the bin/sacks. Any such items will be treated as contamination.

14. Contaminated containers will not be emptied. They will not be emptied until the next collection is due and only if the contamination has been removed. It is the responsibility of the resident to sort the contents of the bin/ bags and remove contamination. No refunds will be issued in these circumstances.

15. Bins or bags that are considered to be too heavy for safe handling and emptying will not be emptied. They will not be emptied until the next collection is due providing the weight of the bin/bags is reduced. It is the responsibility of the resident to sort the contents of the bin/bags and reduce weight. No refunds will be issued in these circumstances.

16. No additional garden side waste will be collected, we will only empty the subscribed containers. We will not empty or clear any additional green waste placed in unauthorised containers. If you subscribe to the bin service, you will not be able to present for collection any hessian sacks (that you may have used before the start of the subscription service) in addition to the bin. The bin lid should be closed for safety reasons as raised lids may become caught in the collection vehicle's lifting

mechanism. If you have subscribed for a re-usable bag collection, you can only present up to the three subscribed Council bags per collection per subscription

17. Residents participating in the scheme may transfer the service to a new address within the borough should they move property, provided the recycling and waste team at the Council is notified of the change of address. If you move out of the borough you must notify the recycling and waste team and ensure that the garden bin is accessible for removal. Refunds are not available for withdrawing from the scheme part way through the subscription year.

18. Residents wishing to share a bin must register the bin to one property, from which the collection will be made, and pay for one subscription.

19. We will replace any bin that is damaged whilst being emptied, except where damage is a result of prohibited waste being placed in the container by the resident.

20. Any bins that become faulty through fair wear and tear will be repaired or replaced free of charge.

21. Residents will be responsible for the cost of replacing any bins that are damaged as a result of their actions.

22. We will replace the first bin reported as lost or stolen free of charge, (we may require a police reference number), but may make a charge for the replacement of a further lost or stolen bin. Lost re-usable garden bags must be reported and the Council will replace them free of charge. If multiple reports of lost bags are linked to one particular address the Council reserves the right to charge for replacements.

23. This service is available for residents of domestic properties only. Housing Associations and private management companies, where they maintain communal gardens, must make their own arrangements for the collection and disposal of garden waste, as this would be classed as commercial waste. The only exception to this would be where the residents as a group manage their own buildings/grounds.

24. Prices will be reviewed annually in line with the Councils Fees & Charges Report.

25. We reserve the right to vary the service by giving customers advanced notice in writing.

26. Nothing herein contained is intended to affect, nor will it affect, a customer's statutory rights.