

# Fareham Borough Council

## Garden Waste Service Terms and Conditions

### Subscriptions and Charges

1. By subscribing to the garden waste service you agree to pay Fareham Borough Council (referred to as 'the Council'):
  - For each 140 litre wheeled bin:
    - i. A one off bin purchase charge of £34
    - ii. An annual subscription of £50
  - For each 240 litre wheeled bins:
    - i. A one off bin purchase charge of £36
    - ii. An annual subscription of £60
2. A single account can be used to manage subscriptions and payments for up to 3 separate properties.
3. Each household can subscribe to up to 5 bins per property. Each bin will be charged at the subscription rate and one-off bin charge for the size of bin.
4. More than one household can share a bin. However, only a single household can have the subscription in their name. They are responsible for paying the one-off bin purchase charge and subscription charges. The bin/s must also be placed outside of the named subscriber's address.
5. 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 to you all payments received from you within 14 days. Requests to cancel the service should be by telephone 01329 236 100 or email to [clipandcollect@fareham.gov.uk](mailto:clipandcollect@fareham.gov.uk)
6. Following the 14 day period, you may cancel your subscription at any point during the year. However, the subscription charge paid for that year will be non-refundable.

8. Payment is required in advance. The simplest and easiest method is using the online payment service by debit or credit card  
[www.fareham.gov.uk/clipandcollect](http://www.fareham.gov.uk/clipandcollect).
9. You will be automatically set up on the Council's recurring payments system. The bin purchase charge and first year subscription will be taken upon sign up.
10. For those signing up after 4 February 2022, bins will be delivered within 10 working days.
11. There will be no discount applied for any collection rounds missed, whilst waiting for the delivery of the bin/s.
12. For those signing up before 6 February 2022, subscription charges for subsequent years will then be taken every January.
13. If you sign up after 6 February 2022, your subscription will be on a rolling 12 month basis.
14. Cash payments can also be made at the Council's Cash office in the Civic Offices, Civic Way, Fareham PO16 7AZ.
15. You will be notified of the charge ahead of your agreed payment date each year. If you don't pay by the specified payment date, we will withdraw our service until such time as you re-join the service.
16. Once subscribed, if you request to make a change to your bin size e.g. change from a 140 litre to 240 litre, you will need to pay an administration fee of £12 for that year. Following this, the Council will collect your old bin and replace it with the new size. Requests to change your bin size should be

made by telephone on 01329 236 100 or email to [clipandcollect@fareham.gov.uk](mailto:clipandcollect@fareham.gov.uk).

20. If the bin is damaged or lost the cost of repair or replacement will be recharged to you as the owner of the bin. If your bin is damaged or lost contact Customer Services on 01329 236 100 or email [clipandcollect@fareham.gov.uk](mailto:clipandcollect@fareham.gov.uk)
21. If you move to another address in the Borough, you can take your bin(s) with you. However, you need to notify us of your new address and the date you move (prior to moving) for your service to continue.

### **Garden Waste Collections**

22. Only garden waste placed in council issued brown lidded 240 or 140 litre wheeled bins will be collected.
23. The period of collection runs from the first garden waste collection, starting on the first Monday in February through to 31 January in the following year, with a two week break during the winter/festive season.
24. For your property to be eligible to subscribe to this service, it must receive waste and recycling collections from Fareham Borough Council, with waste presented in wheeled bins. If you use communal bins you must have somewhere to store your garden waste bin on your property that isn't a communal bin store. If this is not possible you will not be able to participate.
25. With the exception of your rights under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 there will be no refunds or part refunds for the cancellation of the service part way through the year. If there is evidence of misuse of the service or the bin by you, the service may be cancelled.
26. Brown lidded bins are emptied fortnightly, except for two week period over the winter) or when other factors stop us, such as adverse weather conditions. Your bin should be out for collection by 6am 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.

27. Your brown lidded bin(s) must be used for garden waste from domestic properties only (yours or your neighbour). Only garden waste may be placed loose in the bin.
28. You can place the following types of Garden waste in the brown lidded bins:
- Grass cuttings
  - Hedge clippings
  - Tree lopping's (smaller than 75mm in diameter)
  - Twigs
  - Bark
  - Leaves
  - Flowers
  - Plants
  - Small branches
  - Fallen fruit
  - Rabbit bedding
29. You cannot put any of the following in the brown lidded bins:
- Large branches (75mm or large in diameter)
  - Turf
  - Earth
  - Soil
  - Stones
  - Gravel
  - Food Waste
  - Plastic Bags
  - Any other type of waste
28. If you employ a gardener or handyman service to maintain your garden, they should be a fully licensed waste carrier, and take away the waste and dispose of it as commercial waste.
29. 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 suspend your collections and no refund will be issued.
30. The bin lid(s) must be closed, 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.

31. 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.
32. 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 our reasonable control.
33. Statutory Rights: These terms and conditions of the Garden Waste Subscription Service do not affect your statutory rights.

## **Data Protection**

Processing your data is necessary for the performance of this service / contract to which you are party. The Council (The data Controller) will only use the personal details that you have provided to obtain this service to deliver this service or contact you either by letter, telephone, or email for matters related to the garden waste subscription service.

It should be noted that the data you have provided will need to be shared with a number of third party organisations in order for this service to be delivered as agreed. Your address will be shared with the Council's Bin Delivery contractor 'Jett Distribution' to ensure your bins are delivered to your household.

Your personal data will also be stored on the Council's back office software provided by 'Bartec Audio ID Ltd' to enable the administration of the service.

If you elect to make recurring payments, the Council use a third party contractor, 'Pay 360 by Capita' to process and securely store your card details. Your personal data will be held by 'Pay 360 by Capita' and will only be used in connection with this agreement. Your personal data will only be held whilst you receive this service.

We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure. As a data subject you have the right to cancel your subscription at any time by contacting the Council. We will ensure your data is deleted both at the Council and all third parties. You also have the right as the data subject to contact the Information Commissioner if you are unhappy with how we are handling your personal data. You can contact them using the address; The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.