

This agreement is made between the resident(s) (the Customer) registering to the green garden waste collection service (the Service) and the London Borough of Barking and Dagenham (the Council). By agreeing to pay for the service, the customer agrees to the following terms and conditions:

1. Service Description

- 1.1 Green garden waste collections are for kerbside residential properties only. Commercial properties and flats are not eligible for this service.
- 1.2 The green garden waste collection will be a fortnightly service run from the weeks commencing 3rd April 2017 – 30th October 2017 and 2nd April 2018 – 29th October 2018.
- 1.3 All green garden waste collection contracts will expire 2nd November 2018.
- 1.4 Once payment for the service has been received, the customer will receive notification prior to 1st April 2017 and 1st April 2018 of the specific day and fortnight when the green garden waste collection service will be collected prior to the service commencing.
- 1.5 Customers will be notified in advance of any change of collection dates; this information will also be available at the Council's website: www.lbbd.gov.uk/greengardenwastde.
- 1.6 An assisted green garden waste collection service is available for residents who are currently receiving assistive collections for their domestic waste and recycling.

2. Payments

- 2.1 The price for the service is £80.00 for the 2 years (£40.00 per year).
- 2.2 Payments for the green garden waste collection service are required annually in advance. The first £40.00 payment must be made in full prior to the commencement of the green garden waste collection service in April 2017. Additionally, a direct debit for the second £40.00 to be paid prior to the commencement of the green garden waste collection service in April 2018 must be agreed.
- 2.3 The cost of the green garden waste collection service is non-refundable.
- 2.4 Residents can subscribe to the green garden waste collection service at any time during the 2-year period, and will be charged on a pro-rata basis.
- 2.5 The accepted methods of payment will be bank transfer, debit, or credit card via telephone or online through the Council website: www.lbbd.gov.uk/greenwastepayment. A **X.XX%** credit card processing fee will apply.

3. Presentation of Green Garden Waste

- 3.1 All green garden waste must be presented at the boundary of the property by 7:00am on the day of collection. If not presented by 7:00am, the crew will not return until the next scheduled collection day.

- 3.2 Only green garden waste presented in a London Borough of Barking and Dagenham green bin with the appropriate permit will be collected, green garden waste presented in any other manner will not be collected.
- 3.3 If the customer has paid for the green garden waste collection service but there is more than one green bin present at that property, only one of them will be collected.
- 3.4 All green garden waste material must be placed loosely in the green bin. No plastic bags are to be placed in the green bin. See details at www.lbbd.gov.uk/greengardenwaste for details on what materials are accepted.
- 3.5 Green bins that are overflowing will not be collected. The green bin lid must be closed for safety reasons.

4. Contaminated Green Garden Waste

- 4.1 Contaminated green bins, which contain incorrect materials will not be collected. If the green bin is contaminated it is the responsibility of the resident to remove the item/s of contamination prior to the next collection. If the contamination continues the Council will remove the bin. No refund is available.

5. Missed Collections

- 5.1 Green garden waste which is not collected or missed because of access issues such as road works, should be left out for 48 hours. The collection vehicle will continue to return the following business day until access is available. Collections missed on a Friday, may be collected on a Saturday.
- 5.2 All missed collections for reasons other than stated in Clause 5.1, must be reported to the Council within two days of the day the collection was due. The Council will use reasonable endeavour to collect the missed green bin within two working days of the report being received. However, this is not guaranteed.

6. Green bins

- 6.1 The Council will conduct a green bin rationalisation project, and collect all green bins which are not wanted by residents. Residents who want to subscribe to the green garden waste collection service should keep their current green bin. Residents do not wish to subscribe to the green garden waste collection service but wish to keep their green bin may do so.
- 6.2 The Council will maintain a stock of green bins and distribute these to newly registered green garden waste collection customers who do not currently have a green bin.
- 6.3 All Green Bins remain the property of the Council, unless previous proof of purchase is available. Any attempt to deliberately deprive the Council of its property will be viewed as an attempt to defraud the Council of the payments to which it was entitled.
- 6.4 Any damage, loss or theft of green bins will be the sole responsibility of the resident, including charges for any repair or replacement of green bins. Replacement green bins will be charged at **£20.00**.

7. Transfer of Subscription

- 7.1 Residents may transfer their subscription to a new address only if the new address is within the Borough. The Council must be informed and provided with evidence of the change of address. The Council must receive at least 14 days notice.
- 7.2 Green Bin customers who move to a property outside of the Borough are to inform the Council. However, the subscription will continue for the address until the contract expires. No refund is available.

8. Liability

- 8.1 The Council accepts no liability for green bins used for any purpose other than the collection of green garden waste. Customers use the green bins at their own risk. Misused bins may be removed.
- 8.2 Once collected, all green garden waste becomes the property of the Council.

9. Data Protection

- 9.1 The Council will use customer information provided, including personal information, to process their application and this information may be used by the Council and its partners to deliver and improve the Service.
- 9.2 The Council is a Data Controller under the Data Protection Act 1998. We hold information for the purposes specified in our notification to the Information Commissioner and may use this information for any of them. All personal information will be processed in accordance with the Act.
- 9.3 The Council may get information about you from others, or we may give information to them. The Council will not disclose any personal information to any other third parties unless required to do so by law and as the law permits, to check the accuracy of information, prevent fraud or detect crime or to protect public funds.