

## Garden Waste Collection Service

### Terms and Conditions

1. These terms and conditions are for the provision of Garden Waste Collection Services and by ordering Garden Waste Collection Services you (“Customer”) accept these terms and conditions and confirm that the Customer will abide by these terms and conditions.
2. The Garden Waste Collection Service (“the Service”) is available to domestic properties only, across all wards in the Canterbury District, on payment to the Council of the applicable subscription fee. Business and commercial properties/activities are excluded from this Service.
3. The Customer may only use the designated garden waste container (“the Container”) purchased by the Customer from the Council or the Council’s contractor as confirmed by the Council from time to time and as set out on its website. The Council will not collect garden waste contained in any other container. If additional capacity is required more bin(s) can be purchased.
4. The current licence sticker must be clearly displayed on the Container. Failure to display the licence may result in the Container not being collected.
5. Garden waste collections will take place on a specific day from Monday to Friday once a fortnight from March to December. Confirmation of your collection day, including first collection in March and last collection in December and which dates are affected over the Christmas period and weeks with a bank holiday are available on our website [www.canterbury.gov.uk](http://www.canterbury.gov.uk)
6. The subscription fee for the current year covers the period shown on the council website here [www.canterbury.gov.uk/dates](http://www.canterbury.gov.uk/dates)
7. If a Customer requires the Services for the next subscription period a Customer will be able to renew the subscription period for the forthcoming year from the date stated on the council website.
8. The Council does not accept instalment payments for the subscription period. The subscription fee must be paid in full before the Service begins.
9. Where a Customer has chosen to pay by direct debit, on the expiry of each subscription period the Customer’s subscription period will automatically be renewed for a full 10 month period unless the Customer has terminated the Services for the subscription period, prior to the renewal date, by notifying the Council.
10. Prior to the end of any subscription period the Council will notify the Customer of the subscription fee payable for the following 10 month subscription period, and:
  - a. where the Service is automatically renewed the Council will be entitled to receive such subscription fee through the direct debit arrangement prior to the Services being provided;
  - b. Where the Service is automatically renewed but the Customer has not arranged payment of the subscription fee through direct debit, the Customer will need to pay the subscription fee as set out in these terms and conditions and in any event prior to the Services being provided.
11. The Council is unable to provide any concessions for residents.

12. The Council reserves the right to change the subscription fee from 1 March year on year. Existing Customers will be advised of the annual subscription fee prior to the annual renewal date. The Council also reserves the right to vary the Service by giving Customers advanced notice in writing or via email.
13. Any Customer subscribing to the Service will be entitled to cancel the same within 14 days of the subscription. In this event the Council will refund the Customer the subscription fee in full subject to the Customer not having made use of the Service. Further details on how to cancel the Service are contained on the Council's website.
14. Whilst the Service may still be cancelled after 14 days of subscription, no refunds are available.
15. Each subscription is registered to the property of the Customer who subscribed to it. Customers who move to another property within the District can have the subscription transferred to the new property. The Council does not provide a refund for any subscriptions other than as set out in these terms and conditions. Subscriptions of Customers who move out of the District will remain registered to the property other than if cancelled by the Customer. The Service is non-transferable from one resident to another resident at a different property.
16. A Customer may share a subscription with a neighbour but the subscription will only be registered to the property of the Customer who purchases it. An arrangement between two residents is deemed as a private arrangement and the Council does not accept any responsibilities arising from any disputes or issues that may occur.
17. Any Containers must be stored on the Customer's property between collections and Containers placed on the boundary of a Customer's property before 7am on the day of collection (6am from 1 May and 30 September).
18. Any Containers placed out for collection must be from an accessible and clearly visible location at the boundary of the property.
19. In the event that the Council or its contractor detect Containers which have been contaminated or items not placed out at the agreed time and place, the Customer shall note that the Council and its contractor will not provide any return visits.
20. Only items specified on the Council's website [www.canterbury.gov.uk/green](http://www.canterbury.gov.uk/green) will be collected. Any items placed out for the collection which are not suitable will be considered as contamination and may result in the collection not being made.
21. Other than in cases set out under clause 17 - 20 (above) the Customer shall report a missed collection to the Council within 36 hours in order for the Council to instruct the contractor to return to make the collection. A missed collection not reported within this period will not be deemed as a missed collection and the Customer will have to wait until the next scheduled collection.
22. During periods of extreme/adverse weather or for any reasons out of the control of the Council including but not limited to strikes, road closures and pandemics the Council reserves the right to suspend collections. No refunds will be made in these circumstances. Instead the Council will endeavour to make the collection as soon as possible.
23. The Council reserves the right to change Customers' collection days subject to providing Customers with prior notice via the Council's website. Bank holidays and changes due to the Christmas break will be published via the Council's website.
24. Breach of these conditions may lead to termination of the Service by the Council.