



Garden waste collection service terms and conditions. April 1st 2022.

Terms and conditions of the garden waste collection service.

1. Application

1.1. These terms and conditions shall apply to the provision of garden waste collection services (the 'Services') by The London Borough of Lewisham of Laurence House, 1 Catford Road, London SE6 4RU (the 'Council') to you (the 'customer'). No other terms and conditions shall apply to the provision of services unless agreed upon in writing between the Council and the customer.

2. Interpretation

2.1. A 'business day for collections' means any day other than Sunday or public holidays.

2.2. A 'business day for supply of bins' means any day other than Sunday or public holidays).

2.3. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2.4. Words imparting the singular number shall include the plural and vice versa.

3. Services

3.1. The Council operates a chargeable annual subscription service, for garden waste collection (the 'services'), for households across the borough.

3.2. For an annual subscription, residents will be provided with a weekly collection of garden waste between April and March, Monday to Saturday.

3.3. The annual charge also covers the loan of a container in which garden waste must be placed out for collection. The container will be a 240-litre brown wheeled bin.

3.4. Each subscription is for one 240-litre container. More than one container can be bought at an additional subscription fee.

3.5. A sack service is no longer available.

3.6. The chargeable garden waste service applies to domestic households, and/or other locations at the Council's discretion.

3.7. The Council reserves the right to alter the sizes of the collection containers at any time.

3.8. The Council will supply the 240-litre garden waste bin to you within 21 working days after your application is processed and payment is received, subject to 6.2 below.

3.9. Garden waste will be collected weekly on your allocated day (although this may change due to public holidays or exceptional circumstances). Your subscription covers the emptying of your container once on your collection day.

3.10. The Council reserves the right to alter collections and frequencies if required, provided adequate notice is given to all householders using the service. However, there may be delays due to events outside of the Council's control (see clause 13).

3.11. The Council will make every effort to carry out collections on your collection day between 6am and 8pm (providing 3.12 is adhered to). However, there may be delays due to events outside of the Council's control (see clause 13).

3.12. Your bin must be presented for collection before 6am on the day of your collection on the public highway outside of your property and you must return it to your property once emptied.

3.13. Once garden waste has been collected from the household it is the property of the Council. The Council will process the garden waste in partnership with a contractor for composting or further treatment, under the Council's responsibility as a waste authority.

4. Council obligations

4.1. The Council shall use reasonable care and skill in its performance of the services and shall ensure compliance with any and all relevant codes of practice.

4.2. The Council shall use reasonable endeavours to complete its performance of the services within the time agreed as set out within this agreement; however time will not be of the essence in the performance of these obligations. However, there may be delays due to events outside of the Council's control (see clause 13).

5. Subscription fees

5.1. The fees ('fees') for the services are set out on the Council's website and will be reviewed annually.

5.2. Subscribers must make payment for the chargeable garden waste collection service in advance by credit/debit card. We do not accept cheques.

5.3. For those subscribed to the service the Council shall notify you when your next annual payment is expected in advance in writing, or other means of communication if available. However, there may be delays due to events outside of the Council's control (see clause 13).

5.3.1 It is the subscriber's responsibility to make sure any subscription renewal has been paid and received correctly and timely once the renewal subscription period opens.

5.4. The Council shall not be obligated to repay any amount paid where you have failed to provide the notice of cancellation of the services as set out in clause 10.

5.5. The fee shall be non-refundable, except in the circumstances outlined within this agreement.

5.6. The fee covers one subscription period only and each subscription period is from April 1st to March 31st of each consecutive year.

5.7. The full fee is payable throughout the subscription period, at which ever point within the subscription year, a new subscription is started or renewed.

5.8. Pro-rata subscription payments are not available.

6. Container delivery and container

6.1. The Council will deliver a garden waste container(s) within 21 working days of your application subject to 6.2 below.

6.2. Delivery to you may be affected by a clause 13 event. If the Council is not able to deliver the container(s), the Council will deliver the container(s) as soon as practically possible.

6.3. From the completion of delivery, the container(s) will be your responsibility. Delivery will be completed when the container(s) are placed at the property named in your application, or nominated service user address, from where the collections are to take place.

6.4. If on arrival it is deemed that the property does not meet the requirements of an eligible property (health and safety issues or other anomalies) the container(s) will not be delivered. In this instance, you will receive a refund.

6.5. If on delivery, the container(s) are damaged, you do have the right to request the replacement or repair of the container(s). You must inform the Council within 2 working days. The Council will endeavour to get a new container(s) delivered as soon as possible.

6.6. The subscription payment covers the cost of the service.

6.7. The container(s) remains the property of the Council at all times.

6.8. Whilst you maintain your subscription services, the container(s) is loaned to you, and therefore you are responsible for maintaining the container(s) in a serviceable condition, its cleanliness and the cleanliness around the container(s) location whilst in your possession.

6.9. The subscriber should ensure, if applicable, they number the garden waste bin in such a way that if required the bin can be restored to its original condition (a space will be provided for this). A small sticker may also be applied to the bin which can be used for this purpose. Large stickers, paint or other materials should not be applied to any side face of the bin.

6.10. The container(s) should stay at the premises stated on the application, or nominated premises as agreed by the Council, unless removed by the Council.

6.11. The container shall keep the container(s) safe and secure, by the subscriber or nominated user(s). In the event of the container being lost, stolen or damaged you may be required to pay to the Council the costs of an equivalent replacement container(s) and its delivery, for a fee of £50, unless the Council has damaged the container(s) during collection. This cost will be subject to an annual review.

6.12. Where the Council has damaged the container(s) during the collection of garden waste, you will need to inform the Council within 2 working days to receive a repair or replacement bin free of charge.

7. Presentation

7.1. The Council will not collect garden waste contained in any other container(s).

7.2. You can only use the designated garden waste container(s) provided by the Council for the chargeable garden waste service.

7.3. The Council shall be under no obligation to provide a collection if:

7.3.1. The container is not presented on the public highway outside your property, by 6am on collection day;

7.3.2. The container or contents are contaminated, overflowing overweight (over 25kg);

7.3.3. The container is damaged and emptying it would pose a health and safety risk;

7.3.4. If the container is presented in such a way that it would pose a risk of being damaged by the Council's equipment (example, excessive overflow of waste, as such, which would prevent the lid from closing).

7.4. If the container(s) is contaminated with materials that are not accepted in the garden waste service, it is your responsibility to remove the contamination before the next scheduled collection. Frequent contamination may result in the cancellation of the service with no refund being given.

7.5. There should be no sacks placed within the container(s). All garden waste should be placed loose inside the container(s).

7.6. The Council reserves the right to enter into or upon the premises to remove the container(s) in the event of withdrawal of the service or contamination of the material.

7.7. No side waste will be collected i.e. extra waste next to the bin or balanced on the lid. The lid must be fully closed.

7.8. Residents who already receive an assisted collection service for waste and recycling collections will be eligible for an assisted collection from the front of their property for their garden waste, if requested.

7.9. The container should be removed from the public highway as soon as possible after collection and within 24 hours (it is an offence to obstruct the highway).

8. Service issues

8.1. In the unlikely event that there is a problem with the garden waste collection service, please contact the Council to report the problem within 2 working days.

8.2. Any report of missed collection reported after 48 hours will not be collected (with the exception of a reported missed assisted collection).

9. Moving home

9.1. You must inform the Council of any change in address to:

9.1.1. Enable the Council to amend your application details to state your new address and provide the service to this address, if you remain in an eligible property/boundary in the London Borough of Lewisham;

9.1.2. Cancel the service if you will no longer be a resident in an eligible property and/or one within the London Borough of Lewisham.

9.2. In the event that collection slot is missed due to a change in address, the Council shall not make any refund of the fees, as the Council requires time to process the amendment.

10. Cancellation and refunds

10.1. The parties can cancel the services in the following ways:

10.2. Before the Council begins to provide the chargeable garden waste service, you may cancel your application within 14 calendar days of making payment. In this case, subject to clause 10.3, the Council will refund the payment made for the garden waste service. However, the Council will not refund any money if the cancellation is not made within 14 calendar days of the payment being made.

10.2.1 A full refund is only available within the 14 days if the bin has not been used by the subscriber or nominated subscriber, and is in a clean and undamaged state and contains no residue or any other wastes.

10.3. Once you are receiving the chargeable garden waste service, you may cancel the contract for the service at any time by visiting the Council's website and cancelling online; sending an email or letter, or by phone. All cancellations must be received by the garden waste team. Please note you will not be refunded any of the amount paid at the time of your application.

10.4. Upon cancelling the subscriptions, the Council will collect the container(s) from the address provided on your application; the bin must be empty and if there is any damage, or if the container(s) are defaced, the Council reserves the right to charge additional costs to the subscriber, for repair/replacement of the garden waste container(s).

10.5. *This clause is no longer applicable.*

10.6. The Council will refund any paid subscription, if the Council cancels your subscription for the following reasons:

10.6.1. Cancellation of services before the commencement of service;

10.6.2. Cancellation due to an event listed in clause 13, and/or;

10.6.3. Cancellation due to the unavailability of stock.

10.7. Once the Council has begun to provide you with a chargeable garden waste collection service, the Council may cancel the contract by providing notice in writing.

10.8. The Council may cancel the contract with you for the chargeable garden waste service at any time with immediate effect by giving written notice if:

10.8.1. You breach the contract in any other material way and do not correct the problem within 7 working days of the Council making its request for you to do so.

10.8.2. Any other reason deemed appropriate by the Council.

10.9 Refunds under conditions 10.7 & 10.8, are at the discretion of the Council.

11. Liability and indemnity

11.1. The Council will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these terms and conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Council's employees, agents or otherwise) in connection with its provision of the services or the performance of any of its other obligations under these terms and conditions or with the use by the customer of the services supplied.

11.2. The Council shall not be liable to the customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Council's obligations if such delay or failure is due to any cause beyond the Council's reasonable control.

11.3. Nothing in these terms and conditions shall limit or exclude the Council's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

12. Sub-contracting

12.1. The Council shall be free to sub-contract the provision of the services (or any part thereof).

13. Force majeure (events outside the Council's control)

13.1. Neither party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any causing that, is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. Communications

14.1. All notices under these terms and conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

14.2. Notices shall be deemed to have been duly given: (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; (c) on the fifth business day following mailing, if mailed by national ordinary mail; or (d) on the tenth business day following mailing, if mailed by airmail.

14.3. All notices under these terms and conditions shall be addressed to the most recent address, or email address notified to the other party.

15. No waiver

15.1. No waiver by the Council of any breach of these terms and conditions by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.2. No failure or delay on the part of either the Council or the customer to exercise any right, power or privilege under these terms and conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

16. Severance

16.1. In the event that one or more of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these terms and conditions (which shall remain valid and enforceable).

17. Law and jurisdiction

17.1. These terms and conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2. Any dispute, controversy, proceedings or claim between the seller and the buyer relating to these terms and conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

18. These terms and conditions took effect on March 31st 2022 at 23.59.59.