Garden Waste Collection Service

Terms and Conditions

1. The contract

1.1 The contract between Tunbridge Wells Borough Council (the “Council”) and You (the “Customer”), will run for 12 months from the date of the Service commencement date and can be renewed annually. Customers who sign up for the Garden Waste Services prior to 30 September 2019 will be renewed for the next year on 30 September 2020, and on 30 September each year thereafter. Customers who sign up after 30 September 2019 will be renewed on the date of sign up.

1.2 Direct debit renewal payments will be taken on the anniversary of Customer’s original payment, for example if payment is made on the 15 September 2019 the renewal payment will be taken on 15 September 2020.

1.3 Where the Customer signs up for the Garden Waste Service over the phone or online, the Customer will have 14 days to cancel this Contract from the day after the agreed Service. All cancellation notices must be in writing.

1.4 Each subscription entitles the Customer to one 240L black bin or three x 90L black hessian sacks for Garden Waste. 140L black bins are available in place of the 240L black bin and are provided at the Council’s discretion.

1.5 Container size cannot be changed during the Contract. Each property may be supplied with up to three black bins for Garden Waste; each bin provided will be charged for separately. Additional bundles of three hessian sacks may be supplied up to a maximum of nine sacks. Each bundle of three sacks will be charged separately.

2. The cost

2.1 The annual Garden Waste collection fee is £52 per black bin or per three 90L black hessian sacks. Customers who sign up between 7 May 2019 and 2 August 2019 will receive a £10 discount on the annual fee, reducing the fee to £42 for the first year’s subscription only. Customers who sign up after 2 August 2019 will not be eligible for the discount and will be charged the full fee of £52. The fees for each upcoming financial year will be advertised from the month of March.
2.2 Payment for the Service is required 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. The bins or sacks will be retrieved if a Customer fails to pay for the Service. If the bins or sacks are not recoverable for any reason, the Customer must pay the Council for the cost of the bins or sacks plus an administration fee.

2.3 Any payment made for the Garden Waste Service is non-refundable. Refunds are not available for withdrawing from the scheme half way through the subscription year.

3. The assessment

3.1 The Council reserves the right to assess applications to determine whether Customer's property is suitable for the wheeled bin service. It will be deemed suitable for a wheeled bin for Garden Waste unless:

3.1.1 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 gain access to or exit from the premises to the highway;

3.1.2 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; and

3.1.3 There is no access and/or there will be an unacceptable obstruction on the highway.

3.2 If a Customer's property is assessed as unsuitable for wheeled bin collections and currently receives 'sack' collections, the Customer can subscribe to the Service and receive three black 90 litre re-usable bags for the storage and presentation of garden waste. This gives a capacity of up to 270L per collection. The reusable garden bag collection is charged at the same rate as a wheeled bin subscription. Sack collections are open to resident who chooses to have them even if they are eligible for a wheeled bin.

4. The Service

4.1 The Service is for Garden Waste only which will be collected every 2 weeks throughout the year, totalling 26 collections per year. Collections may take place on alternative days if the collection date falls on a public holiday.
4.2 In the event of circumstances beyond the control of the Council’s contractor; Urbaser, such as severe weather or a Force Majeure event, the Council reserves the right to suspend collections and no refund will be given. Notice of any such suspension of Service will be posted on our website and social media channels.

4.3 Missed collections must to be reported to the Council within 2 working days of the scheduled collection date for the property. If a missed collection is reported more than 2 working days after the scheduled collection date, the bin or sacks will not be emptied. Reports can be made online at www.tunbridgewells.gov.uk or by calling telephone number: 01892 526121.

4.4 Only bins and sacks provided by the Council will be emptied and collected under this scheme. If a Customer relocates to another property within the borough, the bins or sacks at the old property must not be moved from the old property. It is the Customer’s responsibility to inform the Council of any changes of address in order for the Council to provide new bins or sacks. No additional charges will be charged.

4.5 Bins or sacks must be presented at the boundary of the property by 7am on the specified Garden Waste collection day for the property. Bins or sacks which are not presented in time will not be emptied until the next scheduled Garden Waste collection day for the property. No refunds will be made in these circumstances. The bins or sacks must be presented containing approved Garden Waste only.

4.6 Assisted collections are available where Customers are physically unable to present the Garden Waste bins or sacks at the boundary of the property. Applications for this Service can be made online at www.tunbridgewells.gov.uk or by calling telephone number: 01892 526121.

5. Definition of garden waste

5.1 The approved list of what constitutes Garden Waste is as follows:

5.1.1 Grass cuttings
5.1.2 Hedge clippings
5.1.3 Small tree pruning, branches, bark and twigs
5.1.4 Tree branches (up to 3" or 7.5cm in diameter)
5.1.5 Moss, weeds (but not controlled weeds such as Japanese Knotweed and Ragwort)
5.1.6 Flowers
5.1.7 Plants with excessive soil removed
5.1.8 Small amounts of fallen fruit (windfall fruit)
5.1.9 Leaves
5.1.10 Real Christmas trees (without decorations or pot)

5.2 The Garden Waste Collection Service is for domestic households wastes only and is not for the use of commercial gardening services. Waste produced in domestic gardens by commercial gardeners will be classified as commercial waste.

5.3 No side waste will be accepted outside the black bin or sack with the exception of a Christmas tree with a trunk of no more than 3" (7.5cm) in diameter during the month of January.

5.4 Bins or sacks that are considered to be too heavy for safe handling and emptying will not be emptied. These can only be emptied until the next collection day, provided that the weight of the bin or sack has been reduced. It is your responsibility to sort the contents of the bin or sack and reduce weight. No refunds will be made in these circumstances.

5.5 Bins or sacks which contain plastic bags or incorrect waste will not be emptied. It is your responsibility to remove contaminated waste prior to your next scheduled Garden Waste collection.

5.6 The lid of the bin and sack must be kept closed for it to be collected. We cannot accept bins with waste sticking out of the top of the bin. All Garden Waste to be collected must be contained within the Garden Waste bin or sack.

5.7 If the bins or sacks are used for any purpose other than for their intended Garden Waste purpose, the Council will not accept liability for loss or injury caused under such circumstances. If bins or sacks are misused they may be removed with no refund of fees paid. A charge may be levied for the replacement of bins or sacks that have been damaged by the Customer.

5.8 All bins and sacks remain the property of the Council and must be surrendered on request. If the bins or sacks become faulty the Customer must report the fault to the Council promptly.