

## Terms and conditions of the garden waste collection service

- These terms and conditions shall apply to the garden Waste collection service (“**Service**”) carried out by East Hampshire District Council (“**Council**”) for a person who pays for a subscription to use the Service (“**User**”).
- “**Council’s Main Office**” shall mean Monterey House, Bedford Road, Petersfield, Hampshire, GU32 3LJ or any subsequent main address for the Council as is listed on the Council’s official website.
- “**Containers**” include wheeled bins or sacks (only for customers who had sacks previously, sacks are not available to new customers).
- “**Force Majeure Event**” shall mean any circumstance not within the Council’s control, including any labour or trade dispute, strikes, industrial action or lockouts, epidemic or pandemic, or inclement weather.
- A reference to “**Waste**” is only intended to mean garden Waste including grass cuttings, hedge cuttings, small branches, leaves, pruning’s non-artificial Christmas trees and weeds.
- Headings used in these terms and conditions shall not affect the interpretation of these terms and conditions.
- Any reference to ‘**Subscription**’ within these terms and conditions shall mean one subscription per Container purchased by the User for the Service.
- Any reference to a person shall deemed to include individuals, partnerships, firms, companies, organisations, or any other entities (whether having a separate legal personality or not).
- Any reference to a working day shall mean any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

### Collection

1. Waste can only be collected from Containers issued by the Council
2. The User’s Subscription is for the duration of 365 days from and including the date of the User’s purchase of the Subscription.
3. To use the Service, the User must hold a fully paid valid Subscription for each Container and place each Container at the roadside edge of the User’s residence for collection by no later than 6.00am on each collection day.
4. Waste presented next to the Container will not be collected except in accordance with clause 26 below.
5. Provided that the User has complied with clause 24 below, if the User’s Container is not emptied on a collection day and there is no reasonable explanation regarding it not being emptied, then the User must report this form of non-collection to the Council by no later than 4.00pm on the next working day. Upon receiving notification, the Council will attempt

to arrange collection before the User's next scheduled collection date providing there is nothing which prevents the Council from doing so i.e. the Container is too heavy or the User has not complied with clause 28.

### **Collection day**

6. The User's collection day will be determined by the Council or those who provide collection Services for the Council and the Council reserves the right to amend the collection day giving the User reasonable notice of any changes.
7. The day of collection is subject to change due to a Force Majeure Event. The Council will use its best endeavours to keep residents informed of any delays to their collection day.

### **Special collection arrangements**

8. The Council will offer unique and bespoke collection arrangements to any User who has difficulties (including without limitation a disability) in placing his or her Container at the roadside edge of the User's residence for collection. Any User requiring this assistance must contact the Council on 01730 234295 to discuss special collection arrangements in more detail with the Council.

### **Hard-to-reach properties**

9. A User who resides in a hard-to-reach property (As set out on our website calendars H1 to H7) may be unable to request a new subscription to service as there is limited capacity.
10. It is the User's responsibility to check whether they live in a hard-to-reach property before paying for a subscription for the Service. The User must contact the Council on 01730 234295 to verify the status of their property.
11. If a User takes their Container to the User's new property which is a hard-to-reach property (at any point during the subscription) the User should be aware the Service may not be available as there are limited subscriptions available for Users in a hard-to-reach property.
12. If a User moves into a hard-to-reach area, and the capacity for the area has been reached, no refunds will be permitted for the remainder of their subscription.

### **Christmas and New Year suspension**

13. Collections for this Service will be suspended for a two-week period over the Christmas and New Year period. It is the User's responsibility to verify the precise dates by referring to the User's Waste collection calendar.

### **Numbering of Containers**

14. The User must write their property name or number on their Container which corresponds to the name or number used in the postal address of his or her property. The User must ensure that the number is visibly shown on the Container using an appropriate type of paint or sticker.

### **Movability of Containers**

15. The Waste disposed of by the User must comfortably fit within the dimensions of the Container. When ready for collection, the User must ensure that their Container can be easily moved by the collection crew. The Council accepts no responsibility for any non-collection where the Container cannot be moved due to its weight.

### **What can go in the bin?**

16. The User must only place within the Container grass cuttings, hedge cuttings, small branches, leaves, pruning's and weeds.
17. Non-artificial Christmas trees should be in no larger than 1-meter sections and placed next to the bin. These will be collected in the first few collections after the Christmas and New Year period for collection. The cut-off point will be listed on the Council's website.

### **What cannot go in the bin?**

18. The User must not place any of the following within the Container: soil, concrete, rubble, vegetable peelings, food scraps, tree logs, coal, ash, non-artificial Christmas trees, animal Waste, commercial Waste and general household Waste.
19. The User is responsible for ascertaining what cannot be placed in the Container. If the User requires further clarification, they must contact the Council on 01730 234295.

### **Change of address for User**

20. The User must provide at least 4 (four) weeks' written notice (via your MyEHDC account by way of a customer comment <http://www.easthants.gov.uk/garden-waste>) of a change to the User's address and that the User's Container shall be taken to the User's new address. The User may be unable to move their subscription to a hard-to-reach area within the district unless there is capacity. Please contact the garden waste team to check. When a User leaves their property, they can either:
  - a. Take their Container with them
  - b. Arrange for the Container to be collected
  - c. Leave it for the new resident only if they wish to purchase a new subscription.
21. For the avoidance of doubt, a subscription is non-transferable. The Council within its absolute discretion may agree to a request by the User for the User to transfer the benefit of the subscription to another person ("**Request**"). The User must make the Request in writing (via your MyEHDC account by way of a customer comment <http://www.easthants.gov.uk/garden-waste>). The Council will endeavour to provide a response to the Request within a reasonable timescale and if the Council declines the Request the Council does not need to provide any reasons for declining the Request.

### **Subscription communications**

22. It is the User's responsibility to apply for a new subscription, before the expiry of any current subscription. The User is also responsible for keeping a record of the expiry date of a subscription.
23. If a User wishes to make alterations (such as add/remove a Container subscription) they must contact EHDC via their MyEHDC account by way of a customer comment <http://www.easthants.gov.uk/garden-waste> and we will review the request.
24. An email notification will be issued upon renewal, which will include an expiry date. During the month prior to the expiry date, an email reminder will be issued. Letters are to be issued where a User does not provide an email address.

### **Force Majeure**

25. If it is not possible for the Council to empty or arrange for the emptying of the User's Container due to a Force Majeure Event, attempts will be made by the Council or a person acting on its behalf to return and empty the User's Container where practicable. In the event of a Force Majeure Event the Service may be suspended in the Council's absolute discretion in order to redirect resources to residual or other refuse collections.

### **Pricing**

26. Prices for a subscription are as stated on [www.easthants.gov.uk/garden-waste](http://www.easthants.gov.uk/garden-waste) and on the online booking system.

## Payment

- a. The User can renew and pay for a new subscription online through [www.easthants.gov.uk/garden-waste](http://www.easthants.gov.uk/garden-waste)
  - b. The User can renew and pay for a new subscription via the telephone and must call the Council's Case Management Team on 01730 234295 or such replacement telephone number from time to time.
27. The User can renew and pay for a subscription by sending the Council a cheque to the Council's Main Office. Please note the steps below on how to pay by cheque. Failure to follow these steps may result in a delay in renewing your subscription.
- **The User must contact the Council's Case Management Team on 01730 234295 before making a subscription purchase by cheque. The User should explain that they wish to purchase or renew their garden waste subscription via cheque.**
  - **Once the User has spoken to a member of the team, they will provide the User with a reference number.**
  - The cheque must quote the address of the User on the reverse alongside the reference number and a note specifying that "payment is made to renew the garden Waste collection service subscription".
  - The User is responsible for calling the Council's Case Management Team on 01730 234295 if the User is unsure as to how to make payment via a cheque.

## Refunds

28. No refunds or any other return of monies paid by a User will be made by the Council.
29. Any overpayments for a subscription (as determined by the Council) will be returned to the User as soon as reasonably practicable. A payment for a subscription can be cancelled up to 14 days after purchase. To be eligible for a refund, a User's Container must be returned unused and without any damage. Nothing in these terms and conditions will exclude or limit any of the User's statutory rights to a refund of any monies he or she has paid for the Service.

## Limitation of Liability

30. The Council's total liability to the User under contract, tort, misrepresentation, restitution, statute or otherwise arising out of or in connection with the Service will not exceed the amount paid by the User for the subscription.
31. The Council is not liable in any way to the User in connection with the User experiencing suffering incurring or being burdened with any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, any indirect or consequential losses and/or any wasted expenditure arising out of or connected with the Service.
32. Nothing in these terms and conditions excludes or limits any liability which cannot be excluded or limited under the law.

## Miscellaneous

33. In the event of a conflict between these terms and conditions and any information or terms set out in the Council's website relating to the Service or in any other documentation (in

hard form or electronic form) issued by the Council relating to the Service, these terms and conditions shall prevail.

34. To ensure service transparency and uphold standards, photographic evidence may be captured if containers are contaminated or not presented for collection. This forms part of our quality assurance process, providing clear verification to support any queries, complaints, or disputes.
35. Nothing in these terms and conditions shall restrict the Council's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.
36. The Council reserves the right to vary these terms and conditions from time to time.
37. These terms and conditions shall be governed by and construed according to the law of England and Wales and the Council and the User irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

### **Third Party Rights**

38. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.