

## CALDERDALE GARDEN WASTE COLLECTION SERVICE - OUR TERMS

These are the terms and conditions of your subscription to this service. Please read these Terms carefully before you complete the online form. These Terms tell you who we are, how we will provide the garden waste collection service to you, how you and we may change or end your subscription, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

### 1. DEFINITIONS

1.1 In these Terms, unless the context otherwise requires:

**Collection Date:** means the day the Green Bin(s) are emptied as more particularly described in clause 4 below, such date falling on Saturdays and on a fortnightly basis, or as otherwise specified in these Terms or notified by us from time to time.

**Collection Point:** means the point where we will collect your Green Bin for emptying. Unless we tell you otherwise, this will be the edge of your property where it meets the public highway.

**Fee:** the fee you pay to us for a Subscription to our Service during the Subscription Period.

**Garden Waste:** means grass cuttings, leaves, weeds hedge trimmings, plant prunings, twigs and small branches (no larger than 4 inches in diameter), old or used compost and pet bedding (rabbit and rodent only).

**Green Bin:** means the 240 litre wheeled green bin to be provided by us.

**Prohibited Items:** means soil, food, cardboard, paper, plastic, invasive weeds (such as Japanese Knotweed or Himalayan Balsam) or Garden Waste with signs of Ash Dieback Disease (for more information please see <https://www.gov.uk/guidance/prevent-the-spread-of-harmful-invasive-and-non-native-plants>).

**Service:** means the garden waste collection service we will provide as described in more details in clause 4.

**Subscription:** your subscription to the Service provided by us as described on our Website and in these Terms;

**Subscription Start Date:** means your first Collection Date after you Subscription has been received by us.

**Subscription Period:** means the 12 month period commencing on the Subscription Start Date

**Terms:** the terms and conditions in this document.

**We/our/us:** The Borough Council of Calderdale of the Town Hall, Crossley Street, Halifax HX1 1UJ.

**Website:** means our garden waste collection service webpages at <https://www.calderdale.gov.uk/environment/waste/recycling>.

**You:** the recipient of the Service however where two or more households use the Green Bin, the person who is registered by us as the Subscription holder will be bound by these Terms and will remain fully responsible for the acts of any other person using the Green Bin or sharing the Service.

1.2 The words "writing" or "written" in these Terms includes emails.

## 2. HOW TO CONTACT US

2.1 **How to contact us.** You can contact us by telephoning our customer service team at 01422 288002 or by writing to us at [customer.first@calderdale.gov.uk](mailto:customer.first@calderdale.gov.uk) or Housing and Environment, Calderdale Council, Town Hall, Crossley Street, Halifax, HX1 1UJ.

2.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your form.

## 3. OUR CONTRACT WITH YOU

3.1 You must be at least 18 years old to enter into this contract. If you are not at least 18 years old, a parent or legal guardian must apply for a subscription on your behalf.

3.2 Please ensure that you read these Terms carefully, and check that the details you submit online or provide to us are complete and accurate before you submit your details and make payment. If you think you have made a mistake to your personal details please contact us as soon as possible.

- 3.3 **How we will accept your order.** Our acceptance of your form will take place when we email you to accept it, or when we give you your subscription number by telephone or in person, at which point a contract will come into existence between you and us.
- 3.4 **If we cannot complete your Subscription.** If we are unable to accept your order and complete your Subscription, we will inform you of this in writing and will not charge you for the Green Bin or the Service. This might be because the Green Bin is out of stock, because of unexpected demand for the Service which we could not reasonably plan for or because you are not eligible to receive this Service.
- 3.5 **Your Subscription number.** We will assign a subscription number to you and will tell you what it is when we confirm your Subscription. It will help us if you can tell us the subscription number whenever you contact us about your Subscription.
- 3.6 **We only offer this Service to residents of Calderdale.** This Service is only available for properties in Calderdale. Unfortunately, we are unable to offer this Service to properties falling outside the Calderdale area however we will accept Subscriptions from residents living outside Calderdale who wish to register and pay for a Subscription in respect of a property or properties in Calderdale.

#### 4. DESCRIPTION OF THE SERVICE

- 4.1 We will collect and empty your garden waste from your Green Bin as part of your Subscription in accordance with these Terms and any other terms we may issue from time to time to enhance the Service. If you do not pay for a Subscription to this Service you will not be entitled to receive it.
- 4.2 The Service is available to all properties in Calderdale which we deem are suitable for a wheelie bin collection. For properties that we deem unsuitable for a wheelie bin collection, we will try to offer an alternative arrangement for the Service using appropriate sacks if such facilities are available to us.
- 4.3 Subject to clause 4.4 and where we are prevented from doing so due to events outside our reasonable control, we will empty your Green Bin(s) every two weeks on your Collection Date.
- 4.4 We may need to alter your Collection Dates during your Subscription and we will notify you of any changes or publish these on our Website as soon as we are able. Collection Dates will temporarily cease at the

end of November and will recommence in March the following year. If we intend to make any collections during this period, we will tell you what the Collection Dates will be in advance. You must store your Green Bin safely and securely during this period and until collections resume. If a Collection Date falls on any public holiday that is recognised in the UK, the Collection Date will be changed to the next available working day.

- 4.5 We will only empty Green Bins which are subscribed to the Service.
- 4.6 All Garden Waste must be placed loosely in the Green Bin.
- 4.7 We will not empty your Green Bin in the following circumstances:
- (a) it contains Prohibited Items; or
  - (b) it is contaminated and contains non-compostable material(s) such as plastic bags, food waste or cardboard. You must remove these items before the next Collection Date; or
  - (c) we cannot empty the Green Bin because the Garden Waste is too tightly packed into the Green Bin. You must ensure the Garden Waste is freed before the next Collection Date; or
  - (d) the Garden Waste is frozen due to severe adverse weather conditions and to such an extent that the Garden Waste cannot be safely removed from the Green Bin; or
  - (e) it is overflowing and the lid will not close; or
  - (f) it is considered by our collection staff to be overweight. This may include where it is deemed too heavy to empty, move or to place on the lifting gear of the collection vehicle safely.
- 4.8 Unless you are in receipt of an assisted collection (see 4.9 below), your Green Bin must be left at your Collection Point by no later than 07:00 on your Collection Date. After we have emptied your Green Bin, it is your responsibility to take your Green Bin back to its usual storage point at your property.
- 4.9 If you receive assisted collection for other household waste we will automatically provide assisted collection for this Service. If you do not receive assisted collection but feel that you are physically unable to move the Green Bin and no other arrangement has been made, please visit [-https://www.calderdale.gov.uk/environment/waste/household-collections/request.jsp](https://www.calderdale.gov.uk/environment/waste/household-collections/request.jsp) to apply for an assisted collection for this Service.

- 4.10 If we have missed a Collection Date (other than as permitted under these Terms), please let us know within 48 hours of the missed Collection Date by visiting <https://www.calderdale.gov.uk/environment/waste/request-report/missed-collection/index.jsp> We will use every effort to collect your Green Bin as soon as possible.
- 4.11 The Fee for the Service per Green Bin, per year, is as advertised on the Website. The Fee covers the delivery of the Green Bin to you, your use of the Green Bin during the Subscription Period and the emptying of the Green Bin by us on a fortnightly basis subject to clause 4.7.
- 4.12 Up to 9 Green Bins can be supplied to each household and the Fee must be paid for each Green Bin you have requested. If you wish to order any additional Green Bins, please contact us at the details in clause 2.1 once your Subscription has been accepted by us. Each Green Bin will be subject to the Subscription Period and will commence on the first Collection Date for each relevant Green Bin and continue for a minimum period of 12 months.
- 4.13 We recommend that you mark your Green Bin with the number or name of your property so that your Green Bin can be identified on the Collection Date.

## **5. YOUR RIGHTS TO MAKE CHANGES**

- 5.1 If you wish to end your Subscription, please see clause 8.
- 5.2 If you move house within Calderdale during the Subscription Period and wish to keep the Service, you may transfer the Service to your new address. You must tell us that you wish to transfer your Service as soon as possible, but no less than 10 days before you move by either using the online form provided on our Website, by phoning the Contact Centre on 01422 288002 or by visiting your local Customer First Office. You are responsible for relocating the Green Bin to your new address for the Service to continue. If you are unable to relocate the Green Bin to your new address, we will be able to do this for you at a fixed delivery cost of £30. You will need to contact the Contact Centre on 01422 288002 to arrange this.
- 5.3 We will use every effort to transfer the service to your new address within 10 working days of receiving your request.

## 6. OUR RIGHTS TO MAKE CHANGES

- 6.1 We may change these Terms or any part of the Service or your Subscription to reflect changes in relevant laws, regulatory requirements or guidelines. Any such changes will not significantly affect your Subscription or the Service we provide.
- 6.2 If we need to make any significant changes to these Terms or the Service, we will give you at least one month's written notice of the changes before they take effect. If you do not agree to the changes, you may contact us to end your Subscription and receive a refund of any pre-payment made for the period following when the changes will take effect.

## 7. PROVIDING THE SERVICE AND THE GREEN BIN

- 7.1 **Green Bin.** The Green Bin will be delivered to you as part of your Subscription within 10 working days from our acceptance of your form. You do not have to be present to receive delivery as the Green Bin will be left on your property for you to move to your chosen storage point.
- 7.2 If you have requested more than one Green Bin, the delivery of each additional Green Bin is conditional upon you paying the Fee for each additional Green Bin.
- 7.3 The Green Bin(s) will remain our property at all times and you may not dispose of or use the Green Bin other than in accordance with these Terms.
- 7.4 If your Green Bin is damaged, lost or stolen during the Subscription Period, we will replace your Green Bin at a delivery cost of £30. We will only repair or replace a Green Bin without any additional cost if the damage or loss is our fault or the fault of our employees or subcontractors.
- 7.5 **Providing the Service.** For each Green Bin you have been provided with, we will provide the Service to you until either the Subscription Period for the relevant Green Bin expires or you end your Subscription as described in clause 8 or we end your Subscription by written notice to you as described in clause 9.
- 7.6 **We are not responsible for delays outside our control.** We will make every effort to provide the Service to you. However, there may be restrictions or delays due to events or delays outside our control.

7.7 If the Service (including the delivery or replacement of any Green Bin) is affected by an event outside our control then we will advertise any significant delays on the Website as soon as possible and will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your Subscription and receive a refund for any part of the Service that you have paid for but not received.

7.8 **If you do not allow us access to provide an assisted collection.** If you are receiving assisted collection and you do not allow us access to your property to perform the Service as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result.

## 8. YOUR RIGHTS TO END THE CONTRACT

8.1 Your rights when you end your Subscription will depend on when you decide to end the Service.

(a) **If you want to end your Subscription because of something we have done or have told you we are going to do, see clause 8.4;**

(b) **If you have just changed your mind about your Subscription, see clause 8.2.** You may be able to get a refund if you are within our 30 day cooling-off period, but this may be subject to deductions;

(c) **If you want to end your Subscription due to a change of circumstances (and we are not at fault and there is no right to change your mind), see clause 8.5;**

(d) **What happens at the end of your Subscription Period, see clause 8.6.**

8.2 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms. Please note, our Terms reflect a longer period to change your mind, which is more generous than your legal rights under the Consumer Contracts Regulations but will not affect your legal rights.

- 8.3 **How long do I have to change my mind?** You have 30 days after the day we email you to confirm your Subscription, or give you your subscription number. If you cancel after your Subscription Start Date, you must pay us for any collection(s) we have made up until the time you tell us that you have changed your mind.
- 8.4 **Ending your Subscription because of something we have done or are going to do.** If you are ending your Subscription for a reason set out at (a) to (c) below, you will need to inform us in writing by email or post (see our contact details at clause 2.1). Your Subscription will end immediately and we will refund a pro-rated Fee for that part of the Service which has not been provided. The relevant reasons are:
- (a) You have a legal right to end your Subscription because of something we have done wrong under these Terms; or
  - (b) We have told you about a change to these Terms or the Service under clause 6.2 which is to your significant disadvantage; or
  - (c) We have been unable to provide the Service for three or more consecutive Collection Dates because of an event outside our control.
- 8.5 **Ending your Subscription where there is a change in your circumstances (and there is no right to change your mind and we are not at fault).** If you are unable to use our Service because your circumstances have changed to such an extent that it is no longer possible or required, you may request cancellation of your Subscription. You will need to contact us by telephone, email or post (see our contact details at clause 2.1). This includes but is not limited to your permanent relocation from Calderdale. We may request evidence of the change in your circumstances in order to cancel your Subscription before the next Collection Date. Evidence which we may reasonably request from you may include (but not limited to) a letter conclusively providing evidence of your new residence or a council tax bill. We will not back date cancellations and reserve the right to only cancel your Subscription once satisfactory evidence has been provided. The decision to cancel your Subscription under this clause is at our sole discretion and we may refuse any request to cancel your Subscription if satisfactory evidence of your circumstances is not provided if we have requested this. If we agree to your request, your Subscription will terminate the day before the next Collection Date. We will refund any payment of the Fee that you have made in advance for the period after your Subscription has ended.

- 8.6 **At the end of the Subscription Period.** Your Subscription will automatically terminate at the end of your Subscription Period if you do not tell us that you wish to renew this (see clause 11.5).
- 8.7 **How to end your Subscription with us (including if you have changed your mind).** Tell us you want to end your Subscription by doing one of the following:
- (a) **Phone or email.** Call our Customer First Team on 01422 288002 or email us at [customer.first@calderdale.gov.uk](mailto:customer.first@calderdale.gov.uk). Please provide your name, home address and where available, your phone number and email address.
  - (b) **Online.** Complete the form on our Website <https://www.calderdale.gov.uk/environment/waste/recycling/garden-waste.html> and email it to us at [customer.first@calderdale.gov.uk](mailto:customer.first@calderdale.gov.uk). Once received, we will send an email acknowledgement (or other durable form) to you.
  - (c) **By post.** Print off the form at <https://www.calderdale.gov.uk/environment/waste/recycling/garden-waste.html> and post it to us at the address on the form. Or simply write to us at that address, including your name, home address and, where available, your phone number and email address.
  - (d) **In Person.** Visit your local Customer First Office. A list of these and their opening times can be found on our Website at [www.calderdale.gov.uk](http://www.calderdale.gov.uk).
- 8.8 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for any collection we have made from the period starting on your Subscription Start Date and ending with the time when you told us you had changed your mind. The amount will be a pro-rata amount to the Service we have provided, in comparison with the full coverage of the Subscription Period.
- 8.9 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, your refund will be made within 14 days of your telling us you have changed your mind.

- 8.10 After cancellation of your Subscription, you must leave the Green Bin(s) in an accessible location on your property so we can collect it (or them). The Green Bin(s) will be collected by us on or soon after the next Collection Date. There is no cost for the collection of your Green Bin when you cancel your Subscription.

## 9. OUR RIGHTS TO END THE CONTRACT

- 9.1 **We may end the contract if you break it.** We may end your Subscription at any time with immediate effect by writing to you if:

- (a) you do not tell us that you wish to renew your Subscription at the end of your Subscription Period, or if you do tell us but you have not paid the Fee for the renewed Subscription Period at least 15 days before the end of your current Subscription Period; or
- (b) you commit a serious or repeated breach of these Terms and the breach, if capable of being put right, is not put right within 7 days of receiving notice from us. A 'serious breach' may include clear evidence that you are abusing or misusing the Service or your Green Bin or using it for commercial purposes or allowing others to abuse it or use it for commercial purposes or otherwise behaving in a way that is detrimental to or not within the scope of the Service; or
- (c) you provide us with details which you know to be false when applying for the Service and the false declaration would have reasonably affected our decision to provide the Service to you.

- 9.2 **You must compensate us if you break the Terms or rules.** If we end your Subscription under clause 9.1, we will refund any money you have paid in advance for the Service we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Terms. You will also remain responsible for the full cost of your Subscription up to the date we end your Subscription.

## 10. IF THERE IS A PROBLEM WITH THE SERVICE

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the Green Bin or the Service, please contact us online at [www.calderdale.gov.uk](http://www.calderdale.gov.uk). Please see clause 4.10 for missed collections. You can also telephone our customer service team at 01422 288002 or write to us at [customer.first@calderdale.gov.uk](mailto:customer.first@calderdale.gov.uk) or the

postal address shown at the start of these Terms. Alternatively, please speak to one of our staff at your local Customer First Office.

- 10.2 If we have to contact you we will do so by telephone or writing to you at the contact details you have provided to us on your form (or notified to us from time to time).

## 11. PRICE AND PAYMENT

- 11.1 **Where to find the Fee for the Service.** The Fee for the Service will be the fee indicated on the order page on our Website when you placed your order (or if applicable, the fee explained to you by our staff when you complete your Subscription at our premises).

- 11.2 **Changes to the Fee.** We may amend the Fee for the Service at any time however this change will not affect you unless you renew your Subscription. If we change the Fee during your Subscription Period, you will continue to pay the existing Fee until the end of your Subscription Period. If you renew your Subscription, we will tell you in advance what the Fee for the renewed Subscription will be.

- 11.3 **When you must pay and how you must pay.** We accept payment by the following credit and debit cards: Visa, Visa Electron, Visa Debit, MasterCard and Maestro cards. If you are completing your Subscription at a Customer First office, we will also accept payment by cash or cheque made payable to Calderdale Council.

- 11.4 Where you are paying by credit or debit card, you must pay the full Fee for your Subscription at the time you submit your online form before we can dispatch your Green Bin(s). Where you are paying by cash or cheque, we must receive the Fee in full and cleared funds before we can dispatch your Green Bin(s). Your Subscription will commence on the next scheduled Collection Date after your Green Bin(s) have been delivered to you.

- 11.5 **Renewal your Subscription.** If you have provided us with an email address, we will send a reminder email to you approximately one month before your Subscription is due to be renewed. If you have not provided us with an email address, you will not receive a reminder from us. If you wish to renew your Subscription at the end of your current Subscription period, you must pay the renewal Fee at least 15 calendar days before your current Subscription Period ends. If you do not renew your Subscription or if no payment is received from you for your renewed Subscription, your current Subscription will end automatically.

and no further collections will be made by us. We will arrange to collect your Green Bin on or soon after the next scheduled Collection Date.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Terms become binding, both we and you knew it might happen.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Service including the right to receive services which are as described and supplied with reasonable care and skill.

12.3 **When we are liable for damage to your property.** If we are providing any part of the Service in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Service.

12.4 **We are not liable for business losses.** We only provide the Service for domestic and private use. You must not use your Subscription for any commercial or business purposes and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **13. HOW WE MAY USE YOUR PERSONAL INFORMATION**

13.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the Service to you; and
- (b) to process your payment for the Service and send to you confirmation(s) and details relating to your Subscription as well as importance information about the Service from time to time.

13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

#### 14. OTHER IMPORTANT TERMS

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms

14.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of these Terms.

14.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Service in the English courts.