

Terms and Conditions of the Garden Waste Collection Service – 2023

This agreement is made between the resident ('Customer') and Flintshire County Council ('the Council') of Alltami Depot, Mold Road, Alltami, Flintshire CH7 6LG and sets out the Terms and Conditions under which the Customer may use the Council's garden waste fortnightly Collection Service ('the Service'). The Council may vary or change these Terms and Conditions from time to time. The Customer will be given 10 days written notice of any such changes.

1. In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Customer has 14 days from receipt of these Terms and Conditions to request cancellation of the Service. Requests to cancel the Service must be in writing to Flintshire County Council, Alltami Depot, Mold Road, Alltami, Flintshire CH7 6LG or emailed to streetscene@flintshire.gov.uk. Cancellations cannot be accepted over the phone.
2. Collections for the Service will only be available to Customers who have subscribed for the Service in advance and reside in Flintshire. The Council will base their decision to empty or leave a brown garden waste bin presented for collection from the identification tag or sticker on the bin, along with an electronic barcode reader (and whether the brown garden waste bin contains any contaminated material – see Clauses 11 and 12).
3. Customer subscriptions are renewable annually each year for the subsequent collection season ('Subscription Period'). Only Customers who have paid their subscription are eligible to receive the Service. The Customer will be notified of any price increases before the commencement of a new Subscription Period.
4. The subscription for the Service consists of an annual charge as follows:
 - a) Payments before 28 February 2023 = £32.00 per bin;
 - b) ALL online payments (throughout the collection season) = £32.00 per bin
 - c) Standard rate from 1 March 2023 = £35.00 per bin

This charge to the Customer is for the collection of one brown garden waste bin, which has been set by the Council for the period March to December. Subscription prices are subject to review at the Council's discretion. This charge to the Customer is for the collection of one brown garden waste bin, which has been set by the Council for the period March to December. Subscription prices are subject to review at the Council's discretion.

5. Additional brown garden waste bins can be supplied. Any additional brown garden waste bins will be charged at £30.00 per bin (this does not include the collection of the additional bin). This will be limited to an overall maximum of 3 bins. A Customer is not permitted to use more than 3 brown garden waste bins under the Service.
6. For the avoidance of doubt, any brown garden waste bin that is provided to the Customer by the Council (including any replacement) is under an exclusive and revocable licence and any such bin must be used in accordance with these Terms and Conditions. The Customer is not permitted to sub-licence and the Council shall retain ownership of all its Intellectual Property Rights.
7. The Council empties brown garden waste bins fortnightly, between 1st March and 16th December each year. There may be occasions when it is not possible to collect the Customer's brown bin, including but not limited to: adverse weather conditions, vehicle breakdowns and/or industrial action. If the Council misses or cannot collect the Customer's brown garden waste bin as scheduled, the Council will use its reasonable endeavours to collect the bin(s) as soon as possible. Under no circumstances will the Council give refunds (whole or partial) for missed collections or being unable to collect a brown garden waste bin.

8. The Customer will be responsible for the brown garden waste bins, which must remain with the subscribed property in the event of the Customer moving home during the year. If the Customer moves house within Flintshire the subscription can be transferred to the new property address. Please contact the Council to confirm the details via email: streetscene@flintshire.gov.uk. If the new property within Flintshire does not have a brown bin, this will incur a new charge of £30 for the bin itself and a separate subscription to the Service as outlined in Clause 5. If the Customer moves out of the County of Flintshire, no refunds (whole or partial) will be given.
9. There are no refunds (whole or partial) for the cancellation of the Service part way through the year. If there is evidence of misuse of the Service or the brown garden waste bin by the Customer, then the Service may be cancelled. There will be no refund (whole or partial) in these circumstances.
10. Brown garden waste bin(s) must only be used for garden waste from the subscribed property of the Customer. Only garden waste may be placed loose in the bin.

Garden waste the Council can collect: grass cuttings, hedge clippings, twigs, bark, leaves, flowers, plants, and small branches.

Items the Council cannot accept: large branches, invasive plant species and invasive non-native plants species, turf, earth, soil, stones, gravel, food waste, animal faeces, card, plastic, general waste, pet bedding.

The Council will only collect items listed as acceptable above and anything else will be treated as contamination.

11. Contaminated brown garden waste bins (i.e. bins containing item(s) the Council cannot accept) will not be emptied. If the Customer's brown garden waste bin(s) are contaminated, it is the Customer's responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, the Council may cease the Service. There will be no refunds (whole or partial) issued for occasions on which the Customer's brown garden waste bin is not emptied due to contamination.
12. The brown garden waste bin must be presented at the property boundary or designated collection point by 7.00am on the Service collection day as per the Customer's collection calendar provided by the Council. The bin lid must be completely closed and no side waste will be collected, i.e. no extra waste outside or next to the bin or placed on the lid. If the Customer is unable to take the brown garden waste bin to the kerbside because of disability or health problems, he/she must apply to the Council in advance for an Assisted Collection Service.
13. If the Customer's brown garden waste bin becomes damaged, the Council will repair or replace it, free of charge, as soon as is reasonably practical, except in circumstances where the brown garden waste bin is damaged through neglect or misuse, in which case the cost of repair or replacement shall be charged to the Customer. If the Customer's brown garden waste bin is damaged, they may apply online: www.flintshire.gov.uk/gardenwaste
14. Customers at properties that do not have access to brown bin collections for operational reasons may apply for Flintshire County Council garden sacks, which will be at a charge of £32.00 per roll. This is inclusive of the subscription charge. Only sacks provided by the Council will be collected. Application by telephone only 01352 701234.