



## Garden Waste Collection Service

### Terms and Conditions

1. The Garden Waste Collection Service is available to domestic properties only, across all wards in the Dover District Council area, on payment to Dover District Council, ("the Council" hereafter), of the applicable Service Fee. Business and commercial properties/activities are excluded from the service.
2. The Service Fee is for a 12-month period from 1st April to 31st March and will expire at the end of that period. The full Service Fee is payable regardless of when a property signs up to the Service and will still expire on 31st March. There will be the opportunity to renew the Service for the forthcoming year before the current Service is due to expire.
3. Each Service Fee entitles the resident to a fortnightly collection of garden waste from one 240L green/brown wheeled-bin. Additional agreements can be purchased by a resident should they require a larger collection, e.g. two subscriptions for a fortnightly collection of up to two bins.
4. The Council is unable to accept instalment payments for the Service. The full Service Fee must be paid in full before the collection service can begin.
5. The Council reserves the right to carry out an annual review of the Service Fee, effective from the 1st of April each year and residents will be notified of any price increase at least 14-days prior to the payment being due.
6. Each subscription to the Service is registered to the property of the resident who purchases it. Residents with an active subscription, who move to another property within the district, can request to have the subscription transferred to the new property, and approval is subject to written confirmation by the Council.
7. Residents who move out of the district cannot transfer the subscription and will not be eligible for a refund for the Service Fee, and the subscription will remain registered to the property. The Service is non-transferable from one resident to another resident at a different property.
8. A resident may share the benefit of a subscription to the Service with a neighbour, but the subscription will only be registered to the property of the resident who purchases it. An informal agreement of this kind between two residents is deemed as a private agreement and the Council cannot be held responsible for any disputes or issues that should occur over this type of informal agreement.
9. If the subscription to the Service is cancelled by the resident at any stage between 1<sup>st</sup> April to 31<sup>st</sup> March in any given year, no refund will be issued.
10. The Service will take place on a Monday to Friday once a fortnight with the exception of two weeks over the Christmas and New Year period. Confirmation of your collection day and which



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dates are affected over the Christmas period are available from the Council's website [www.dover.gov.uk](http://www.dover.gov.uk).

11. Only items specified on our website and in the collection service leaflet (Garden Waste) will be collected. Any items placed out for the collection which are not suitable, will be considered as contamination and may result in the collection not being made.
12. Garden Waste must be stored on your property between collections and placed, at an accessible and clearly visible location, on the boundary of your property before 7.00am on the day of collection.
13. There will be no return visit for aborted collections due to the Relevant Container holding anything other than pure Garden Waste or if the bin has not been placed out at the agreed time and place by the resident.
14. The Council will retain ownership of the bin.
15. The resident must use the bin supplied under this agreement for Garden Waste only.
16. No Garden Waste will be collected from any sack or container that is not the bin supplied by the Council, nor will anything placed on or around the bin.
17. The Garden Waste will not be collected if the bin is overfilled. The resident must remove any excess and present the bin(s) on the next scheduled collection day.
18. Reports of a missed collection must be reported to the Council within 24-hours in order for the Council to instruct the contractor to return to make the collection. A missed collection not reported within this period will not be deemed as a missed collection and the property will have to wait until the next scheduled collection.
19. The Council is only responsible for damage to the bin during the times that it is collecting Garden Waste, and if the bin is damaged during collection the Council will repair or replace it. Please ensure you report this to our Customer Services team on 01304 872428, within 24-hours of the collection.
20. If it becomes necessary to repair or replace the bin for any other reason than is mentioned in clause 19 of this document, it shall be the responsibility of the resident who will bear the full cost of any necessary repair or replacement to/of the bin.
21. The Council reserves the right to change your scheduled collection day subject to providing you with written notification in advance.



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22. Further to clause 21 above, no written notification need be given by the Council to the resident to change the scheduled collection date or frequency of the collections if the change is due to unforeseen circumstances or an emergency has arisen, PROVIDED that any alteration does not result in a fewer number of collections occurring. Should the continuation of such circumstances prevent the requisite number of collections being completed a pro-rated refund for those collections not fulfilled may be provided.
23. Dover District Council will not be liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. In this case the time for performance of such obligations shall be extended accordingly.
24. An assisted collection service is available for those residents who are eligible. Please contact 01304 872428 for further information or:  
<https://www.dover.gov.uk/Recycling--Waste/Collection-Service/Assisted-Collections.aspx>