

## **Slough Borough Council Garden Waste Collection - terms and conditions – effective 9 November 2023**

This agreement is made between the resident ('the customer') and Slough Borough Council ('the council') (Slough Borough Council, Observatory House, 25 Windsor Road, Slough, SL1 2EL) and sets out the terms and conditions under which the customer may use the council's garden waste collection service ('the service'). By agreeing to pay for the service you will be accepting these terms and conditions.

1. We will only use the personal details you have provided for this service to contact you by letter, telephone or email for matters related to the garden waste service.
2. We will not send you emails about other council services without your permission or share this information with any other organisations unless required to do so in order to provide the service or as permitted by law.
3. You may tell us at any time if you do not want to receive marketing communications from us by writing to us providing your full name and address.
4. We will also use your information for analysis purposes in order to improve our service. This will be anonymised prior to any disclosure, e.g., under the Freedom of Information Act regarding service take-up volumes.
5. The service is based on each property being provided and able to accommodate a 240-litre wheeled bin. Any resident considering applying for the service should be aware and be able to make provision for the safe storage of such a container (H-1100mm; W-580mm; D-740mm).
6. The garden waste collection service (the service) applies to domestic households and flats which have been subject to an assessment from a Council Officer.
7. The standard charge for a subscription to the service is £50 per bin for households within the borough. We reserve the right to vary the collection charge with prior notification.
8. Provision of additional subscriptions are subject to a subsequent subscription charge of £50 per bin for household in the borough. We reserve the right to vary the collection charge with prior notification.
9. The council will generally review charges annually but reserves the right to vary charges at any time on reasonable notice.
10. The council is unable to offer refunds or part refunds if the customer wishes to cancel the service.
11. A subscription is required for each container presented for collection. Any container presented, without house number identification, will not be emptied and may be subject to removal.
12. Customer subscriptions to the service cover a calendar year. Subscriptions will start 14 calendar days after payment has been received for the Service.

13. Only garden waste containers issued by Slough Borough Council will be emptied. All containers remain the property of the council at all times. The council will not collect garden waste presented in any other container(s), unless specified otherwise by the council in exceptional circumstances.
14. Collections for the service will occur every two weeks, except during a two-week suspension period during late December. The dates of the suspension will be published in the annual collection calendar and on the council website.
15. The council will aim to provide 25 collections throughout the year, unless circumstances beyond the council's control prevent collection. The council will aim to collect customer's garden waste on their allocated collection day; this may change owing to Bank Holidays, exceptional circumstances, or inclement weather. The council reserves the right to alter a customer's collection day if required. Information will be published on the council website.
16. Only acceptable garden waste from a customer's property should be placed in containers issued by the council. All waste must be placed loose in the container(s) and should not be compacted. Garden waste includes grass cuttings, tree and hedge clippings, weeds and plants, leaves, twigs and bark, dead flowers, cut flowers. The following items are unacceptable and will not be collected: soil, stones, rubble, gravel, turf, large branches, noxious weeds, treated wood, fire cinders, ash, sawdust, vacuum dust, plastic flowerpots, trays or bags, plastic bags and liners, pet bedding and litter, shredded paper, cardboard, food waste, general rubbish.
17. Garden waste containers, which contain unacceptable items will not be collected. A list of acceptable and unacceptable items can be found [on what goes in my bins](#). If the container contains unacceptable items, it is the customer's responsibility to remove the unacceptable item(s) prior to the customer's next collection. The council may remove the container if unacceptable item(s) are not removed in a timely manner. The council will not provide a refund if the service is removed due to the bin containing unacceptable items on multiple occasions.
18. Only waste contained inside the customer's issued garden container(s) with the lid shut flat, will be collected. We will not empty bins that are overflowing or remove any additional green waste placed around or beside the bin(s). The bin lid must be closed for safety reasons. Bins with lids that are left open or partially open will not be collected.
19. The council reserves the right not to empty any container that in its reasonable opinion poses a health and safety risk to the operatives i.e. if it is overflowing or overweight and unsafe to move/place on the lifting equipment. If containers are too full or overweight, it is the customer's responsibility to reduce the weight of the container and remove any overflowing items. If the container(s) continues to pose a health and safety risk, the council may remove it.
20. Bins that are considered to be too heavy for safe handling and emptying will not be emptied. Your bin will not be collected until your next collection is due and the weight of the bin is reduced. It is your responsibility to sort the contents of the bin and reduce weight. No refunds will be issued in these circumstances.

21. The council will not provide a refund if the service is withdrawn due to the container(s) posing health and safety risk.
22. If garden waste is frozen within the container(s), it may not be possible to empty the contents. If a container has not been collected because the contents have been reported as frozen, the council will be unable to return to collect the waste.
23. Containers must be presented at an accessible/clearly visible location at the boundary of the resident's property and the public highway/pavement (or a private road which the council has agreed to service with regard to existing collections) without causing an obstruction to the pavement or highway, unless alternative arrangements have been agreed with the council. The container(s) must be presented by 06:30am on the day of collection but no earlier than 5pm the previous evening. Containers should be brought back to their normal position within the property boundary as soon as possible, after the collection has taken place.
24. If a customer's issued container(s) is not presented at the agreed collection point by the specified date and time, the council will not return for the collection. The garden waste container(s) will then be emptied on the next scheduled collection.
25. Slough Borough Council will publish the annual subscription charges payable. Customers are required to renew their subscription prior to the expiry of any previous subscriptions. If payment is not received on or prior to the expiry of any previous subscriptions, the council will withdraw the customer's garden waste collection service. The council reserves the right to remove the garden waste container(s) issued to the customer. Should the container(s) not be accessible to council staff the customer shall pay for the full replacement cost of the container(s) and any aborted collection costs upon receipt of the council's invoice.
26. Customers renewing their subscriptions should ensure they do so 14 calendar days prior to the expiry of any previous subscriptions to ensure continuous service. The council reserve the right to refuse a customer's renewal if made earlier than this date.
27. If a customer does not want to renew their subscription, they should contact the customer service team to arrange for the container(s) to be removed.
28. If a customer requests a bin or additional bins when completing the subscription form, the council will aim to deliver the appropriate container(s) within 14 working days from receiving payment for the service. This may take longer during periods of high demand.
29. The customer is responsible for the security and good condition of their issued container(s). Only if collection crew is responsible for causing damage, or if it falls into the back of the collection vehicle will the council repair or replace it free of charge. If the container(s) is damaged, lost, or stolen please contact the customer services team (details below) and you may be required to pay for a replacement bin.

30. The service is only valid for the property for which it was originally purchased. The council cannot issue a refund if the resident moves outside of the borough or to a customer who no longer requires the service.
31. If you move to another address within the borough, you must contact the council. If you still wish to use the service, the council may be able to transfer the service to your new address. The council reserves the right to impose a charge for arranging collection of the container(s) and provision of replacement container(s). The customer must contact the council if they move address and no longer wish to continue using the service. In either instance, please contact the council.
32. An assisted service is available for customers who are physically unable to present the container(s), and where there is nobody living at the premises capable of moving the container(s). If this service is already in place for your general rubbish and recycling collection service(s), it will be arranged by default for the garden waste service. All containers must be left in the agreed location for the crew to collect from, to empty and return to the same location. It may be necessary for the council to arrange a visit to agree a collection location for this facility/service.
33. On termination of this agreement the council reserves the right to remove the container(s) issued to the customer by entering the customer's property.

Slough Borough Council is a Data Controller under the Data Protection Act 1998 and, from the 25 May 2018, the General Data Protection Regulation 2016. We collect, hold, and use your personal data in order to provide you with a garden waste and refuse collection service. We will only collect the personal data from you that is required for this purpose.

For further details please read [Privacy notices – Slough Borough Council](#) for our general privacy notice.

### **Useful contact details**

Customer Services – 01753 475111.