



## 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, on payment to Dover District Council (hereafter “the Council”) of the applicable agreement fee. Business and commercial properties/activities are excluded from the service.
2. The agreement fee is for a 12-month period 1st April to 31st March and will expire at the end of that period. The full agreement fee is payable regardless of when a property signs up to the service and the agreement will still expire on 31st March. There will be the opportunity to renew the agreement for the forthcoming service year before the current agreement is due to expire.
3. The Council is unable to accept instalment payments for the agreement. The full agreement fee should be paid in full before the collection service can begin.
4. The Council is unable to provide any concessions for residents who are in receipt of a state benefit/pension credit.
5. All agreement fee payments will be taken in good faith by the Council, however, should it subsequently be determined that the vehicle operating the garden waste collection service (a 26T Refuse Collection Vehicle) cannot gain adequate or safe access to park sufficiently closely to the subscriber property to minimise the pull-distance of a wheeled-bin (to less than 25m); or a wheeled-bin cannot be accommodated or safely manoeuvred due to a lack of space, steps or other vertical obstruction, whether on - or on the approach to - a subscriber property, then the Council reserves the right to decline to provide the service to that property. In this case, and providing no service has been delivered, the agreement fee paid will be refunded in full.
6. The Council reserves the right to carry out an annual review of the agreement 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.
7. The agreement continues to be in force for the full 12-month period of 1st April to 31st March and if cancelled by the resident at any stage within this period, no refund will be issued.
8. Each agreement is registered to the property of the resident who purchases it. Residents who move to another property within the district can have the agreement(s) transferred to the new property. Residents who move out of the district will not be eligible for a refund of the agreement fee and, unless the Council is notified of its cancellation, the agreement will still remain registered to the property for the remainder of its term. The service is non-transferable from one resident to another resident at a different property.
9. A resident may share an agreement with a neighbour, but the agreement will only be registered to the property of the resident who purchases it. An arrangement of this kind between two (or more) residents is deemed to be private between those residents involved, and the Council cannot be held responsible for any disputes or issues that should occur with or between the users of the agreement.
10. Garden waste collections 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 dates are affected over the Christmas period, are available from the Council’s service website: [www.dover.gov.uk/recycling](http://www.dover.gov.uk/recycling)



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11. Garden waste and the wheeled-bin(s) must be stored on your property between collections and placed on the boundary of your property by 7.00am on the day of collection.
12. Garden waste placed out for collection by this service must be from an accessible and clearly visible location at the boundary of the property adjoining the public highway, and the resident should clearly mark their property number or name on the garden waste bin(s).
13. Each agreement fee entitles the resident to a fortnightly collection of garden waste from one 240L black wheeled-bin with a brown lid. Additional agreements and the delivery / loan of the requisite wheeled-bin for each can be purchased by a resident should they require a larger collection. These can be purchased online by visiting: [www.dover.gov.uk/recycling](http://www.dover.gov.uk/recycling) .
14. Any wheeled-bin(s) supplied for this service remain the property of the Council, and the Council will retrieve the wheeled-bin(s) loaned on termination of the agreement(s). In this case the former subscriber is required to contact the Council on 01304 872428 in order to make the necessary arrangements for the wheeled-bin(s) to be returned to the Council.
15. There will be no return visit for aborted collections arising due to contamination, or wheeled-bins that have not been placed out at the required time and place by the resident.
16. If garden waste is overly compacted or frozen in the bin the collection crew will make reasonable attempts to empty it, however, if garden waste remains stuck or frozen in the bin there will be no return collection, and the resident should ensure the waste is sufficiently loosened for the next scheduled collection.
17. Only items specified on the Council's website and collection service leaflet will be collected. Any items placed out for collection which are not suitable will be considered as contamination and may result in the collection not being made.
18. The garden waste wheeled-bin must be presented on collection day with the lid down, and no excess / side waste will be taken on any collection.
19. For your safety and the safety of the crews please ensure that you do not overload the wheeled-bin. Our collection vehicles will not lift wheeled-bins that are too heavy, and this will result in the collection not being made. The resident must remove the excess weight and present the wheeled-bin(s) on the next scheduled collection date, and no excess / side waste will be taken.
20. Missed collections must be reported to the Council within 24-hours, in order for us to instruct the contractor to return to make the collection. A missed collection not reported within this period will not be deemed as missed, and the property will have to wait until the next scheduled collection, and no excess / side waste will be taken.
21. The Council reserves the right to change your scheduled collection day subject to providing you with prior notice and written notification.



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22. During periods of extreme/adverse weather the Council reserves the right to suspend collections. No refunds will be made should this be necessary and we will endeavour to make the collection as soon as possible.
23. The 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. The Council retains the right to unilaterally change the scheduled collection date or frequency of the collections with or without notice if, due to unforeseen circumstances, the need arises, 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.
25. An assisted collection service is available for those residents who are eligible, and provided that none of the limitations stated in Clause 5 exist. Please contact 01304 872428 for further information or see: <https://www.dover.gov.uk/Recycling--Waste/Collection-Service/Assisted-Collections.aspx>