

Green Waste Collection Service – Full Terms and Conditions

The following Terms and Conditions are applicable to users of Rutland County Council's Green Waste Collection Service 2021/22.

By subscribing to the Green Waste Collection Service users agree to the following:

1. You have agreed to pay Rutland County Council District Council to collect Green Waste from your property and which you have placed in a Council provided green bin(s), during a specific annual subscription period.
2. The annual subscription period is from 1 April to 31 March of each year.
3. Your green waste subscription is tied to the property which is specified at the time of payment and not to you as the individual/payee. It is non-transferable and cannot be transferred to another property.
4. The Council will collect Green Waste on scheduled collection days. During each annual subscription period, you will receive a Green Waste collection every other week from April to November and during March, whilst collections will be reduced during December, January and February. There will be no Green Waste collections on Christmas Day, Boxing Day or New Year's Day.
5. The annual subscription cost is available on the Council's website:
www.rutland.gov.uk/greenwaste.
6. You can have multiple green bins, with the annual subscription cost applied on a 'per bin basis', i.e. if you request that we empty two green waste bins for your property this will incur a cost of twice the annual subscription cost.
7. Each annual subscription period will be preceded by an annual sign up period in the previous February/March. Specific dates are provided on the Council's website:
www.rutland.gov.uk/greenwaste.
8. If you sign up to the service during an annual sign up period, your corresponding sticker(s) will be sent out prior to the start of the following/relevant annual subscription period.
9. You can sign up to the service for a current annual subscription period between 1 April and 30 November.
10. You cannot sign up to the service for a current annual subscription period between 1 December and 31 March.
11. If you sign up to the service part way through an annual subscription period, the annual subscription cost will still be payable in full, with payment being due again for the subsequent annual subscription period commencing on the next 1 April.
12. If you sign up to the service part way through an annual subscription period, your sticker will be sent within 10 working days of your payment being received.
13. The service is not available to commercial customers or for Green Waste generated from business activities.
14. The Council reserves the right to assess applications to determine whether or not premises and properties are suitable for the service. Only premises and properties within the Council's administrative boundary and only those assessed as suitable will be eligible for the service.

15. The annual subscription cost will be reviewed on an annual basis and the Council reserves the right to vary the same for subsequent annual subscription periods. Notice of any changes in pricing will be provided as part of the subscription renewal process.
16. Payment shall be in the form of one single payment for the full amount.
17. Payment may be made by a recurring annual Direct Debit, by an online payment or over the telephone via 01572 75 8488.
18. If you choose to pay by Direct Debit, this will be on a recurring annual basis. Please note that if your bank details, your address or your email address changes, then you will need to ensure that your Direct Debit is transferred or cancelled and renewed when you resubscribe to the Service. If you cancel a Direct Debit because you no longer wish to receive the service in the subsequent year, please contact us via 01572 758 488 or by emailing greenwaste@rutland.gov.uk.
19. In the event of any failed payment, the Service will be withdrawn.
20. No refunds will be given for part years or unexpired annual subscription periods.
21. Although reminders will be sent, the annual subscription renewal is your responsibility and failure to resubscribe will result in your Green Waste collection being cancelled for your property.
22. If someone living at your property is in receipt of local Council Tax support, this makes your property eligible for a discount on the annual subscription cost. If you believe that your property is eligible for the local Council Tax support concession, please telephone the Council on 01572 758 488 so we can check this eligibility. In cases of extreme hardship please contact us for advice. No other concessions are available.
23. Only Green Waste can be placed in your green bin(s). Details of what constitutes 'Green Waste' can be found on the Council's website: www.rutland.gov.uk/my-services/waste-and-recycling/green-bin-guide-and-information. The presence of any prohibited material in your green bin(s) may lead to it being classified as contaminated, in which case it will not be emptied and a "bin hanger" will be left to identify this. It will then be your responsibility to sort the contents of that green bin(s) and remove all of the contamination. That green bin(s) will then be emptied on the next scheduled collection day, as long as the contamination has been removed. No refunds will be issued in these circumstances.
24. If your green bin(s) is overflowing, it will not be emptied, i.e. the lid of your green bin(s) must be closed. The Council will not collect/remove any Green Waste placed on, around or beside your green bin(s). If your green bin(s) is overflowing a "bin hanger" will be left to identify this. It will then be your responsibility to sort the contents of that green bin(s) and ensure the lid is closed. That green bin(s) will then be emptied on the next scheduled collection day, as long as the lid is closed. No refunds will be issued in these circumstances.
25. If the Council considers, at its absolute discretion, that your green bin(s) is too heavy, it will not be emptied, as overweight bins are not safe to lift or move and may damage the lifting equipment on the vehicles. If your green bin(s) is overweight a "bin hanger" will be left to identify this. It will then be your responsibility to sort the contents of that green bin(s) and reduce the weight. That green bin(s) will then be emptied on the next scheduled collection day,

as long as the weight has been reduced to a safe level. No refunds will be issued in these circumstances.

26. On each scheduled collection day, only one attempt will be made to empty your green bin(s); any waste remaining/stuck in your green bin(s) will be left. This may be due to the waste being frozen or over-compacted. It will then be your responsibility to ensure this material is freed up for the next scheduled collection day.
27. The Council reserves the right to amend your scheduled collection days. Prior notification of changes in your scheduled collection days will be provided where circumstances permit and advertised on the Council's website. You are also advised to periodically check your scheduled collection days on the Council's website: www.rutland.gov.uk/my-services/waste-and-recycling/find-my-bin-collection-day.
28. The Council reserves the right to temporarily change your scheduled collection days should this prove necessary due to a force majeure event or a breakdown of plant or machinery. All efforts will be made to maintain regular collections as scheduled.
29. Your green bin(s) must be presented by 7.00am on your scheduled collection day, in a prominent and accessible position at the curtilage of your property, with the handles facing the road. If your green bin(s) is not so presented, we cannot guarantee that it will be emptied until your next scheduled collection day. No refunds will be issued in these circumstances.
30. All our waste collection vehicles are equipped with CCTV monitoring equipment which can be used to confirm whether or not a bin was presented correctly and in time.
31. You must ensure that your green bin(s) do not block the highway/pavement for pedestrians or road users.
32. As far as possible, your green bin(s) will be returned to their collection point.
33. You must remove your green bin(s) from the highway/pavement as soon as possible after collection and it is your responsibility to safely store your green bin(s) on your property between collections.
34. An assisted collection service is available for Green Waste collections, subject to certain eligibility criteria. More information can be found on the Council's website; www.rutland.gov.uk/my-services/waste-and-recycling/request-a-waste-service.
35. Your green bin(s) must only be used for Green Waste from your own property.
36. Following receipt of your payment, you will be sent a self-adhesive sticker for each green bin subscribed for, which will provide a visual identification of that payment. You must attach each sticker to the back of each green bin just below the handles. Each sticker will expire on the subsequent 31st March, by which time you will have received a new sticker(s) if you have renewed your subscription. Any green bin(s) presented for collection without a valid sticker will not be emptied. Please place your green bin(s) with the handles facing the road such that the sticker is as visible as possible to the collection crews.
37. On occasions, we may be unable to provide the Service due to circumstances outside of our control, known as "force majeure". A force majeure event includes, but is not limited to; industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, severe or adverse weather conditions, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks. We will not be liable or responsible for any failure to perform, or delay in

performance of, any of our obligations under this agreement that is caused by a force majeure event. In the event of a missed collection of a green bin due to a force majeure event and where you wish for your green bin to be emptied before the next scheduled collection day, you must report this to us within two (2) working days of the day on which the collection was due. We will use our reasonable endeavours to return and empty such green bins within three (3) working days of the report being received, however this is not guaranteed.

38. Excluding any force majeure events, we accept that, on occasions, your Green Waste collection may be missed. If your green bin(s) has not been emptied, please let us know within two (2) working days of the scheduled collection date. Failure to notify us within this timeframe will result in your missed green bin(s) not being emptied until the next scheduled collection date. Where your bin has been missed by mistake we aim to return within three (3) working days to empty it. Your bin must remain presented at your collection point until we have returned to empty it.
39. Our waste collection contractor records valid reasons for not emptying a green bin(s). This can include a valid sticker having not been displayed, the green bin(s) having not been presented or presented as required, the presence of prohibited materials in the green bin(s) (i.e. contamination). If you indicate that your Green Waste collection has been missed, related records will be checked. We may also review CCTV footage from the waste collection vehicles. If no valid reason is shown, our waste collection contractor will return to empty your green bin(s) within three (3) working days of the issue being reported to us. If there is a valid reason why your green bin(s) has not been emptied, then it will not be emptied until the next scheduled collection date.
40. No refunds will be issued for missed collections.
41. Collections of Green Waste will only be made from 240 litre green bins supplied by us.
42. If you sign up to the Service and currently have a green bin(s) at your property, you will continue to use this.
43. The service may be withdrawn if your green bin(s) is misused.
44. If you require a green bin(s) to be delivered because you do not have a green bin at your property, this will be provided and delivered free of charge.
45. If you require a replacement green bin(s) because an existing one has been damaged via the collection process, this replacement green bin(s) will be provided and delivered free of charge.
46. If you require a replacement green bin(s) because an existing one has been damaged through your neglect or misuse including as a result of that green bin(s) being overloaded, you will be charged for the provision and delivery of the replacement.
47. We will aim to complete green bin deliveries within 10 working days of receiving the related request and any related payment. Green bins delivered may be refurbished rather than new, but will always be in a clean and usable condition.
48. If a green bin(s) is delivered to your property, you are responsible for it including, without limitation, the general condition and cleaning.
49. We shall not be liable for any delay in delivering to you, or failure in delivering to you, a green bin(s), where so caused by any event outside of our control.
50. We accept no liability for your use of a green bin(s) and you use any green bin(s) at your own risk.

51. All green bins will remain the property of RCC at all times.
52. We reserve the right to amend the specification of the green bins if required for safety reasons or by any applicable statutory or regulatory requirements.
53. If you move house, you must leave any green bin(s) at the 'old' property, as your subscription is tied to the property and not an individual.
54. You have the right to cancel this Service up to fourteen (14) days from the point of signing up or renewal of subscription, in which case you will receive a full refund. Cancellation requests received after this point will not be eligible for any refund. This does not affect your statutory rights. If you cancel this Service your green bin(s) will not be emptied but should remain at the property.
55. The Council will use information, including personal information, provided by the Customer in relation to their application for a Green Waste collection, to process that application and this information may be used by the Council and its partners to deliver and improve the Service. The Council is a Data Controller under the Data Protection Act 1998. We hold information for the purposes specified in our notification to the Information Commissioner and may use this information for any of them. All personal information will be processed in accordance with the Act. The Council may get information about you from others, or we may give information to them. The Council will not disclose any personal information to any other third parties unless required to do so by law and as the law permits, to check the accuracy of information, prevent fraud or detect crime or to protect public funds.
56. The Service is provided at our discretion and failure of you adhering to these terms and conditions may result in the Service being withdrawn.
57. Copies of these terms and conditions are available on the Council's website and can be provided in other languages and formats on request. We retain the right to make reasonable amendments to these terms and conditions at any time. Notification of any significant amendments will be published on the Council's website.

If you have any questions about these Terms and Conditions or require further information about the Green Waste Collection Service, please email: enquiries@rutland.gov.uk or call: 01572 722 577.

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