

Service Terms and Conditions

GARDEN WASTE SUBSCRIPTION SERVICE – TERMS AND CONDITIONS

We reserve the right to modify any Terms and Conditions of the Garden Waste Subscription Service (the “Service”) at any time without notice. By subscribing to the garden waste collection Service, you accept the following terms and conditions:-

1. The scheme year runs from Monday 28 August to Friday 1 March 2024 (the “Subscription Period”). There will be no collections from Tuesday 19 December 2023 to Friday 12 January 2024 inclusive.
2. You agree to pay The North Yorkshire Council (the “Council”) a subscription fee to collect your garden waste. You are required to subscribe for the garden waste service on an annual basis. The subscription fee is a one-off annual fee and is irrespective of when you subscribe during each and any subscription period. Upon the Council receiving payment of the subscription fee, you will be issued with a licence in the form of a sticker. Please allow 14 days for licences to arrive by post and attach the licence securely to your bin as soon as possible.
3. Each garden waste licence entitles a household to have one 240 litre garden waste bin collected per fortnight. One licence is required per bin and only garden waste bins provided by the Council that display a valid licence will be collected. There are no concessions.
4. If you need to order a new garden waste bin as part of your subscription, the Council will aim to deliver this within 14 days of receiving payment of your subscription. Sacks may be issued to properties that cannot accommodate a bin for reasons such as access. If you are offered a sack collection, you will be provided with sacks. You will still need to purchase a licence but will not need to display it.
5. The colour of your garden waste bin may be green or brown depending on where you live in North Yorkshire.
6. You may subscribe at any time during the Subscription Period. There will be no reductions for part year subscription.
7. You have the right to cancel within 14 days of purchasing a subscription. If you exercise your right to cancel but have received at least one collection, you will not be entitled to any refund.
8. You may cancel your subscription at any time during the Subscription Period. There will be no refunds or reductions for part year subscriptions. Neither will there be refunds or part refunds for the cancellation of the Service part way through the subscription period.
9. The garden waste subscription is only valid for the property of which it was originally purchased and is non-transferable. We cannot offer a refund if you move within or outside of the county or to a property where you no longer require the garden waste service. You may leave your subscription for the new occupants if there is any term remaining.
10. Bins should be presented at your collection point by 6.00am on the day of collection, unless alternative arrangements have been made. Please check your collection calendar at www.northyorks.gov.uk/bins-recycling-and-waste This will include details of any changes to collection over Bank Holiday periods.

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11. Garden waste bins should be removed from the public highway (including associated pavements / footways / verges etc) as soon as possible after collection.
12. At times the Council may need to make changes to your collection point. We will consult with you if you are affected.

13. Missed collections should be reported to us within 48 hours at www.northyorks.gov.uk/bins-recycling-and-waste or by calling 0300 1312131. Should collections be missed due to circumstances beyond the Council's control, every effort will be made to re-schedule the collection. No refunds or part refunds will be issued for missed collections.
14. If there is evidence of misuse of the Service or the garden waste bins by you (or any resident/ visitor to your household), the Service may be cancelled, and the bin/s removed entirely at the Council's discretion.
15. The Council reserves the right to alter collections if required. During periods of severe weather, the Council reserves the right to suspend collections. Notice of this will be posted on our website. No refunds or part refunds will be given in these circumstances.
16. The Council reserves the right to vary the charge and Service on an annual basis. Your collection day may change. You will receive prior notification of this.
17. All garden waste must be contained within the bins or sacks provided by the Council. Any waste not contained in a bin or sack provided by the Council will not be collected. You can order additional bins at www.northyorks.gov.uk/bins-recycling-and-waste. Payment for an additional subscription will be required.
18. Garden waste bins remain the property of the Council. You may be responsible for the cost of replacement for any loss to the Council's bins other than that caused by the emptying process.
19. The Council can withdraw the service if a risk assessment shows it may cause an unacceptable risk to our collection crews / vehicles and an alternative collection point cannot be agreed.
20. The Council reserves the right not to empty / collect any bin / container that in its reasonable opinion poses a health and safety risk to the collection operatives or is overflowing or overweight. A notice will be placed on the bin by the crew to identify it as being overweight when they are either not able to move the bins, or the vehicle is not able to lift the bin to empty it. If the bin is too full or overweight it is your responsibility to remove item(s) prior to the next collection. If you fail to do so we may remove the bin.
21. An assisted collection is available for residents who are physically unable to manage the garden waste bin and where there is nobody living at the premises capable of moving the bins. If this service is already in place for your refuse and recycling bins, it will automatically be arranged for your garden waste bin.
22. Lids of wheeled bins containing garden waste must be fully closed. The Council reserves the right not to empty containers when the lids are not fully closed as this may cause damage to the lids whilst being mechanically emptied.
23. Only garden waste may be placed, loose, in your garden waste bin. The table below shows what can and can't be put in the bins.

Yes Please	No Thank You
Grass cuttings	General household rubbish
Flowers	Sacks or plastic bags
Plants and weeds	Food waste including fallen / wind-blown fruit and vegetables
Leaves	Nappies
Hedge clippings	Turf, soil, rubble, or stones
Prunings, twigs and small branches (up to 4cm thick)	Animal bedding and / or faeces
Hay and straw (but not from animal bedding)	Glass, metal, and plastic (including plant pots)
Other biodegradable or compostable waste	

24. Contaminated bins (i.e., bins containing incorrect materials) will not be emptied and a notice will be placed on the bin identifying why it has not been emptied. If the bin is contaminated it is your responsibility to remove the items of contamination prior to the next collection. If the contamination continues, we may remove the bin. Refunds or part-refunds will not be given for bins that are not collected due to contamination.
25. The Council reserves the right, in its absolute discretion, to refuse an application for a garden waste subscription.
26. The Council will contact you to advise you when subscriptions open next year.
27. These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
28. The Council reserves the right to end these terms and conditions at any time and for whatever reason by giving you one month's notice of termination.