

## Terms and conditions

1. The scheme year runs from 1 April 2023 to 31 March 2024. Collections will not take place during late November – February inclusive.
2. The payment for the garden waste collection service will be £43.50 per bin, running for the period 1 April 2023 to 31 March 2024 which is payable in advance and is non-refundable.
3. Residents can join the scheme at any time between early February until early October, but will be charged the full annual cost. There is no reduction of annual cost for subscriptions made during the year, which will receive fewer collections during the period of the service. The Council reserves the right to amend these dates if required
4. Payment is required for each bin presented for collection and must display a valid sticker.
5. Accepted methods of payment are by debit or credit card (not Amex or Diners) and cheque. Payment can be made online [www.northyorks.gov.uk](http://www.northyorks.gov.uk) or by calling the automated telephone system by debit or credit card or by completing the cheque application form.
6. You may cancel your subscription at any time during the subscription period. There will be no refunds if leaving part way through the year.
7. The Council reserves the right to remove any bins from a property if payment is not received for the subsequent year.
8. If there is evidence of misuse of the service or the brown bins by the resident, then the service may be cancelled.
9. The Council will empty the 240 litre brown bin on a fortnightly basis providing a valid sticker is displayed on each bin presented for collection.
10. Collections are made according to your allocated day, although this may change due to exceptional circumstances.
11. North Yorkshire Council reserves the right to alter collections if required. During periods of severe weather North Yorkshire Council reserves the right to suspend collections. Notice of this will be posted on our website.
12. All garden waste must be contained within the bins provided by the Council. Any waste not contained in a bin provided by North Yorkshire Council will not be collected. Additional bins can be supplied free of charge, however payment for an additional subscription will be required when ordering an additional bin.
13. Brown bin(s) remain the property of the Council. The customer will be responsible for the cost of replacement for any loss to the council's bins other than that caused by the emptying process.
14. The bins will be supplied clean and in a useable condition. The registered person is responsible for the general condition and cleaning of the brown bin whilst in their possession.
15. Bins should be presented at the collection point by 6.30am on the day of collection, unless alternative arrangements have been made.
16. The Council reserves the right to make changes to your collection point throughout the collection period.
17. We can withdraw the service if a risk assessment shows it may cause an unacceptable risk to our collection crew/vehicle and is no longer safe for our collection crew to attend, if another alternative collection point cannot be agreed.
18. Lids of wheeled bins/containers 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.
19. The wheeled bin/container should be removed from the public highway (including associated pavements / footways / verges etc) as soon as possible after collection.
20. Should collections be missed due to circumstances beyond the Council's control, every effort will be made to re-schedule the collection.
21. An assisted collection is available for residents who are physically unable to manage the brown wheeled 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 brown bin. All bins must be left in an accessible location for the collection crew to empty and return the bin from its normal stance within the property boundary.
22. 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.
23. Only garden waste may be placed loose in the brown wheeled bin. Garden waste includes grass cuttings, tree and hedge clippings, weeds and plants, leaves, twigs and bark, cut flowers and house plants, but not fallen fruit and veg, large branches, wood, turf, earth, soil, stones, gravel, rubble, peelings and food waste, ash, sawdust, pet bedding, cat and dog waste, paper/cardboard, compostable or biodegradable items etc. Garden waste must not be placed in plastic bags, as this affects the composting process.
24. Contaminated bins (i.e. bins containing incorrect materials) will not be emptied. If the bin is contaminated it is your responsibility to remove the item(s) of contamination prior to the next collection. If the contamination continues, we may remove the bin.
25. 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 district or to a property where you no longer require the garden waste service. However, you may leave your subscription for the new occupants if there is any term remaining.
26. We will contact you in advance to renew your subscription.