

## Garden Waste Terms and Conditions 2025-2026

### The Service

1. The garden waste collection service (the Service) is a subscription service available to domestic properties, village halls and places of worship which produce household waste. The Exclusions and Limitations section below outlines those properties **not** covered by this service.
2. The subscription period for the Service is for 12 months and the 2025/26 subscription year starts on 25 August 2025 and ends on 23 August 2026 (the Subscription Period).
3. To ensure that your subscription is processed for the start of the 2025/2026 Subscription Period (from 25 August 2025) you should subscribe on or before **7 August 2025**.
4. **If you renew or subscribe by 7 August 2025:** Your 2025/26 garden waste collection service starts on your next scheduled recycling collection day from 25 August 2025. **If you subscribe after 7 August 2025:** Your 2025/26 garden waste service will start on your next scheduled recycling collection day from 25 August 2025 provided 7 working days have passed since you subscribed and you have a green wheeled bin. If awaiting a bin delivery, please allow 10 working days for this to arrive.
5. The Service operates for 50 weeks of the year and the Council will make all reasonable efforts to make collections fortnightly on the same day as your recycling collection subject to service limitations and exceptions.
6. There is a two-week period over the Christmas and New Year period where your garden waste will not be collected. Confirmation of collection days and dates over the Christmas and New Year period will be communicated nearer the time via the Council's website at: [www.westberks.gov.uk/missedbin](http://www.westberks.gov.uk/missedbin) and other appropriate communications channels such as e-newsletters and social media accounts.
7. The Council reserves the right to vary collection times, days or periods, or to suspend the Service in exceptional circumstances including adverse weather or unforeseen circumstances (see paragraph 13 below). In such circumstances the Council will make all reasonable attempts to provide notification online via the Council's website at: [www.westberks.gov.uk/missedbin](http://www.westberks.gov.uk/missedbin) and other appropriate communications channels such as e-newsletters and social media accounts.
8. On receipt of payment for the Subscription Period, the Council will add your property to the garden waste collection database, usually within 7 working days of payment.
9. Green bins placed out for collection without a valid subscription will not be emptied.
10. Your garden waste should be placed in the green bin(s) supplied by the Council and not any other container or bin. Your green bin(s) must be put out ready for collection by **6am** on your specified collection day. The bin(s) should be placed handle side out such that the bin(s) are visible and easily accessible to the collection crew.

11. We will only collect garden waste (of a type specified by us) wholly contained within the green bin(s) (with the lid closed) supplied by West Berkshire Council, additional garden waste will not be collected. For a list of garden waste that may be put into your green bin please visit: [www.westberks.gov.uk/gardenwaste](http://www.westberks.gov.uk/gardenwaste). Examples of items we will collect are as follows: grass cuttings, small twigs and branches, hedge trimmings and leaves, plants and weeds, cut flowers and fallen fruit. Food waste should not be put in your green bin, you must only use the separate kerbside caddy provided for presenting your food waste.
12. We reserve the right to refuse to empty a bin that contains the wrong materials such as those listed at: [www.westberks.gov.uk/gardenwaste](http://www.westberks.gov.uk/gardenwaste) or bins that are excessively heavy such that the collection crew or vehicles' bin lifting equipment cannot handle them. In order for the collection service to resume you will need to empty the green bin of the wrong materials and/or remove some garden waste to lighten the green bin before the next scheduled collection date. If the garden waste is so compacted that it will not come out of the green bin when tipped, it will be your responsibility to loosen and/or remove the waste before the next scheduled collection date.
13. If collections are missed due to any unforeseen circumstance or adverse weather or other circumstances beyond our reasonable control, attempts will be made to return to empty the bin(s) where practicable. In the event of sustained adverse weather such as severe snow, storms or a circumstance (unforeseen or not) of such severity that certain core waste collection services may be affected (including but not limited to an epidemic, pandemic or major incident), the garden waste collection service may be suspended in order to redirect resources to assist in the completion of more critical/urgent frontline waste services. There will be no refund for such exceptional suspensions of service. Service updates can be found at: <https://www.westberks.gov.uk/missedbin>.
14. The green bin(s) remain the property of the Council at all times.

### **Assisted Collections**

15. If you have already subscribed to the Service and receive an assisted collection this will continue unless you inform us that the assisted collection service is no longer required.

### **Application and Payment**

16. Payment for the service is made in advance and the charge in full is payable regardless of when you apply and pay for the service; no part payments are accepted. If you already have an active Direct Debit for the service, then it will automatically be renewed for the next subscription period (please see Renewing Your Subscription below).
17. Payment may be made online or by telephone using Direct Debit or a credit/debit card. Payment by Direct Debit enables you to set up payment once and obtain the benefit of automatic renewal for the next subscription year allowing for a seamless uninterrupted service.
18. You can subscribe at any time during the 2025/2026 subscription year up to 30 June 2026, however there are no part payments and charges remain fixed. Applications made after the 30 June 2026 for the 2025/2026 subscription year will

not be accepted. Applications for the following subscription year will open in July 2026.

19. You can subscribe for up to a maximum of five (5) green bins per household in total per subscription year. Initial one-off set up charges apply to each additional green bin. The subscription charge for the Service is payable per green bin as set out in the table of charges below.
20. There are no concessions for this service and charges are as set out in the table below regardless of whether you are in receipt of Council Tax reduction, discounts or exemptions.
21. The Service charges will be reviewed annually as part of the Council's Fees and Charges and are subject to change.
22. Full payment must be received before your service will commence. Where payments are made by Direct Debit, full payment for the initial subscription will be considered received when your Direct Debit mandate is received (provided that it is fully and correctly completed); we assume payment will be made by your bank on the Payment Date.
23. If a Direct Debit collection is returned as unpaid, we will notify you in writing of the date we will reattempt payment collection. Should the second payment collection also be returned to us as unpaid, we will notify you of this in writing and seek to make arrangements with you for alternative means of payment e.g. card payment. If the subscription charge remains unpaid your subscription will be cancelled, and no garden waste collections will be made unless you set up a new subscription and paragraph 17 will apply.
24. The subscription charges for the 2025/2026 period are linked to the property Council Tax bandings as follows:

Subscription type	Subscription charge (per bin)
Service charge for <b>1<sup>st</sup> green bin</b> (new subscription or existing subscription renewal)	Council Tax Band A - £40 Council Tax Band B - £45 Council Tax Band C - £50 Council Tax Band D - £55 Council Tax Band E - £60 Council Tax Band F - £65 Council Tax Band G - £70 Council Tax Band H - £75
Service charge for 2 <sup>nd</sup> – 5 <sup>th</sup> green bins (for <b>renewal of existing subscriptions only</b> where the one-off set up payment has already been made in a previous subscription year)	£53
Charge for 2 <sup>nd</sup> -5 <sup>th</sup> green bins ( <b>new additional</b> subscriptions only)	£90 Made up as follows: £37 for the one-off set up payment and £53 for the service charge

25. Places of worship and eligible village halls will be subject to a service charge of £55 for the 1<sup>st</sup> green bin.
26. New build properties that are occupied but are unbanded for Council Tax at the time of subscribing for the 2025/26 garden waste service, will be subject to a fixed service charge of £55 (Council Tax Band D) for the 1st green bin and the standard charge of £90 each for 2nd -5th green bins.
27. Subscription charges linked to Council Tax bandings are fixed at the time of requesting the subscription.
28. If, following subscription, your Council Tax band is revised following a successful challenge to the Valuation Office Agency, you will not be eligible for a partial refund (if you move onto a lower band) or subject to a request for additional payment (if you move onto a higher band).
29. Eligible properties that have been removed (deleted) from the Council Tax list at the time of requesting a subscription will be subject to a service charge of £55 for the 1st green bin and the standard charges for 2<sup>nd</sup> – 5<sup>th</sup> bins. If, at any point during the Subscription Period, the property you have subscribed at is removed (deleted) from the Council Tax list for any period of time, you will not be entitled to a partial refund.

### **Renewing Your Subscription**

30. Direct Debit subscriptions: we will notify you in advance of the new subscription year of the subscription amount to be collected (which will be one fixed subscription charge for the forthcoming subscription period) including any variations in charges and the date on which payment will be collected (the Payment Date).
31. If you wish to renew your existing Service you do not need to take any action and renewal will be automatic. If you decide to make any changes to your Service (e.g. increase or decrease the number of green bins) you will be able to do so prior to renewal. **If you decide not to renew your subscription(s) please instruct your bank to cancel the Direct Debit prior to the Payment Date and inform us that you no longer wish to receive the Service.**
32. Non-Direct Debit subscriptions: we will send you an annual reminder (generally by email) that the subscription is due for renewal. Completion of the renewal of your subscription and payment is your responsibility. Failure to pay for your subscription prior to the start of the Subscription Period will mean that your Service will cease at the end of the current subscription period and will only resume when a fresh application is made and payment is received.

### **Cancelling or Changing Your Subscription**

33. You have the right to cancel your initial subscription within 21 days of subscription without giving any reason. The right to cancel expires 21 days after you subscribe. If you completed a Direct Debit mandate and wish to cancel your subscription within the 21 days, please also inform your bank that you wish to cancel the Direct Debit instruction. If you cancel within 21 days of subscription and payment has been received by us, we will make a full refund to your account.

For more details about how to cancel your subscription please go to:

[www.westberks.gov.uk/gardenwaste-move-or-cancel-form](http://www.westberks.gov.uk/gardenwaste-move-or-cancel-form)

34. For subscription renewals where payment is by way of Direct Debit, the right to cancel expires 21 days after the renewal Payment Date. For subscription renewals where payment is made by card, the right to cancel expires 21 days after you subscribe. For subscription renewals where payment is made by cheque, the right to cancel expires 21 days after the date we receive your cheque.
35. No refund will be given if you decide to stop using the Service in whole or in part for any reason outside of the 21-day cancellation period or outside the terms of the Direct Debit guarantee.
36. If you cancel your subscription your green bin(s) will not be emptied.

### **Moving home**

37. If you move house within the West Berkshire area the Service can usually be transferred to your new property. It is your responsibility to request that the service is transferred. You will need to inform us of your moving date and change of address at: [www.westberks.gov.uk/gardenwaste-move-or-cancel-form](http://www.westberks.gov.uk/gardenwaste-move-or-cancel-form). Please note as set out at paragraph 27 the Subscription charge will not be amended in year even if your new property has a different Council Tax Band.
38. If you do transfer your service to a new address within West Berkshire all green bin(s) should be left at the original property. If a new green bin is required for your new property please contact us to arrange this. All green bins remain the property of the Council.
39. If you move out of the West Berkshire area during the subscription period you cannot transfer your subscription (including to a person moving into that property) and we will not provide a refund for the unused months of the Service. You should cancel any Direct Debit with your bank and inform the Council of your move. You must not remove the green bin(s).

### **Problem Resolution and Contacting Us**

40. If it has been more than 14 working days since your payment for the service and you have not received your requested green bins, please contact us via email: [gardenwaste@westberks.gov.uk](mailto:gardenwaste@westberks.gov.uk) or telephone on 01635 519080 with details of your application and payment in order that we can resolve the issue.
41. If you discover that your green bin has not been emptied by the end of your scheduled collection day, please contact Customer Services via email: [customerservices@westberks.gov.uk](mailto:customerservices@westberks.gov.uk) or telephone 01635 519080 to report the missed collection of your bin(s). Our policy on reporting missed collections can be found at: [www.westberks.gov.uk/missedbin](http://www.westberks.gov.uk/missedbin). If our records indicate that there was no reason why your bin should not have been collected, the collection crew will aim to return to collect it within 2 working days of this being reported.
42. If you wish to make a complaint; information about our complaints process can be found at: [www.westberks.gov.uk/complaints](http://www.westberks.gov.uk/complaints)

## **Exclusions and Limitations**

43. The properties and premises that this Service does not apply to are as follows:

Premises which are occupied by a club, society or any association of persons in which activities are conducted for the benefit of the members, for example sports pavilions or social clubs.

Village halls, residential properties or other premises which are managed by a commercial landscaper/gardener.

Occupants of the above properties should seek a commercial waste service for the disposal of garden waste connected to such premises.

## **Data Protection**

44. We will collect personal information for the purpose of processing your application and payment, providing the Service, for renewal of the subscription for the following year and where applicable for collecting future Direct Debit payments. Your property details will be added to a database used by our waste contractor and relevant Council officers in order to provide the Service to those residents who are subscribed to the Service. This information will be held in a secure manner. We will not use your information for any other purpose without your permission.

45. We will treat any personal information by which you can be identified (e.g. name, address, email) in accordance with the Data Protection Act 2018. You can view the Council's privacy notice online at [www.westberks.gov.uk/pngardenwaste](http://www.westberks.gov.uk/pngardenwaste).

## **General**

46. This Agreement is between you and the Council. If you choose to share green bin(s) with neighbours you are still responsible for compliance with these terms and conditions as the named party to the Agreement. We will only distribute green bin(s) to and collect garden waste from the address of the subscriber.

47. The subscription can be transferred to other person(s) within your household at the same address. However, you cannot transfer the subscription to another person(s) outside your household.

48. These terms and conditions do not affect your statutory rights.

49. We may vary these terms and conditions at renewal including the subscription charge. If you do not wish to accept the changes you do not need to renew and can cancel any automatic renewal of your subscription. If you cancel any Direct Debit you will need to inform your bank and notify us that you no longer wish to receive the Service.

50. In these terms "us", "we" and "the Council" means West Berkshire District Council and "you" and "your" refers to the subscriber.