

Garden waste service terms and conditions

Tewkesbury Borough Council will provide a brown bin for the duration of the licence and empty the bin at the frequency specified on the [council's website](#). To keep up to date with any changes and/or improvements to the garden waste service, visit our [garden waste](#) page.

The customer will pay the charge for garden waste membership in advance, in accordance with these conditions.

Once the licence has been paid for, the customer will have 14 days before their membership commences. During this time, they may contact the council for a full refund. After 14 days, refunds are at the discretion of the council.

The garden waste licence covers the cost of the licence for one garden waste bin from 1 April until 31 March each year, or in the case of new customers, from the date the bin is delivered until 31 March.

The customer is responsible for the cost of replacement for any loss or damage to the garden waste bin other than that caused by the emptying process.

All bins remain the property of the council.

The council reserves the right not to empty any garden waste bins where:

- The bin is filled to such a weight as to make the moving or emptying process hazardous to the council's contractor.
- The bin is filled to such an extent that the lid cannot be closed. Due to the mechanical methods used to empty bins, the lids need to be in the closed position.
- The bin contains waste other than garden waste – full details can be found on the [council's website](#).
- Access to the bin has not been made available to the council's contractor.

All waste must be contained within the garden waste bin(s) provided. Waste that is not contained in the bin will not be collected. Additional bins can be supplied if requested, on the same terms and conditions as in this agreement.

Bins should be presented at the kerbside by 7am on the day of collection, unless alternative arrangements have been agreed, and removed from the pavement by the end of the day.

Should collections be missed due to circumstances beyond the council's control, every effort will be made to arrange an alternative collection. However, the council shall have no liability to the customer if it is unable to provide such alternative collection. Refunds will be made only at the discretion of the council.

The customer will be responsible for maintaining the cleanliness of the bin.

Charges are set annually from 1 April each year and the customer will be notified of any price increase at least 14 days prior to payment being due.

Payment is to be made annually in advance. If payment is not received before the service start date, the bin will be removed and the service shall cease.

Receipts following payment will be sent via email where possible. Customers are required to provide the council with a pre-paid envelope if they wish to receive a printed receipt.

Membership of the garden waste club shall continue from the date that the bin is delivered to the customer or renewal date (as appropriate) until 31 March and if cancelled by the customer at any stage within this period, no refund will be issued and the bin shall be removed at the discretion of the council.

If the customer is new to the service and does not have a bin, this should be ordered either on the [Tewkesbury Borough Council website](#) or through customer services. The bin will need to be present on site before your garden waste collections can begin. We aim to deliver bins within ten working days.

Should the customer fail to comply with the terms and conditions of this agreement, the council has the right to withdraw the service with immediate effect and no refund of the charges shall be made.

Without prejudice to any of the preceding terms and conditions, the council reserves the right to withdraw the service at any time, in which case a pro rata refund of the charges shall be made to the customer and the bin will be removed.

The bin remains the responsibility of the customer. If the customer moves within Tewkesbury Borough, it is their responsibility to move the bin to the new property and notify the council's customer services department of the change of address. If the customer moves outside Tewkesbury Borough, they must notify the council's customer services department who will arrange to collect the bin.

Payment does not guarantee you a specific number of collections per year. When severe spells of inclement weather affect the waste and recycling services, the garden waste club collections may be suspended so that the vehicles and crew can be utilised for refuse and recycling catch up arrangements.

Garden waste club collections will not operate for up to a two-week period over Christmas and New Year. Dates will be published on the annual collection calendar.

Alterations to normal collection days due to bank holidays will be published on the [council's website](#).