

Garden Waste Subscription Scheme - Full terms and conditions

(the Scheme) is provided as follows:

1. You have agreed to pay CYC to collect garden waste under the Scheme.
2. All garden waste must be placed in a standard, green, domestic wheeled bin issued by CYC (Green Bin)
3. Garden waste will be collected every fortnight during the 2024 collection season which runs from 5 August 2024 to 6 December 2024. Full details of collection dates are available in the look-up calendar at: <https://myaccount.york.gov.uk/bin-collections>.
4. Only eligible domestic properties can take part in the Scheme. You can check the eligibility status of your property online at <https://www.york.gov.uk/wastecollectioncalendar>

CHARGES

5. You will be charged for each Green Bin you apply to have included within the Scheme. The charge for 2024 is £21.00 per Green Bin.
6. Payment is required at the start of each collection season. CYC will publish details of the charge for each year of the Scheme and the date on which payments will begin to be accepted at <https://www.york.gov.uk/GardenWaste>
7. If you have not paid for the Scheme before the start of the new collection season your access to the Scheme will be suspended until you have made the payment.
8. If you are receiving Council Tax Support (“CTS”) you are eligible for a fifty percent (50%) discount on the collection charge. You will need to let CYC know about this before you make a payment as the discount cannot be applied retrospectively. Details of Council Tax Support can be found at <https://www.york.gov.uk/CouncilTaxSupport> If you receive CTS and have more than one Green Bin for garden waste, the discount will only apply to the collection charge for the first Green Bin. Any additional Green Bins will be charged at the standard rate with no discount applied.
9. If you sign up to the Scheme after the start of the collection season the full collection charge will still be payable, there is no reduction for a part year licence.
10. You may cancel your participation in the Scheme at any time however there will be no refund or part refund of the collection charge if you do so. If CYC cancels the Scheme following evidence of misuse of the service by a resident, there will be no refund or part refund of the collection charge.
11. If you live in a rented property, you should agree arrangements for payment with your landlord. CYC will accept payment from either the occupant or the landlord of a rented property.

STICKERS

12. You should receive a unique, self-adhesive sticker for your Green Bin within ten (10) working days of payment being made. If you have not received your sticker after ten (10) working days, please contact us at ycc@york.gov.uk
13. Each sticker is valid for one collection season only.
14. You must ensure your sticker is clearly displayed on the back of your Green Bin so that it is visible to our crews on collection day. CYC crews will not empty any Green Bin that does not display a valid sticker.
15. If your sticker becomes detached, defaced or lost please contact us at ycc@york.gov.uk or by calling 01904 551 551 to obtain a replacement. Collections cannot be guaranteed until a replacement sticker is clearly displayed on your Green Bin. Please note that the replacement sticker may look slightly different to the original sticker issued to you at the start of the Scheme, but it will still be valid for the duration of the relevant collection season.
16. Stickers are only valid at the property for which they have been registered and cannot be transferred. If you move house you will need to reapply for the Scheme at your new property

and no reduction of the charge will be applied. If you move house part way through a collection season your sticker may be left for the benefit of the new occupants but no refund shall be given in these circumstances.

17. You may share your Green Bin with your neighbour but you should agree any specific arrangements between yourselves. For a shared Green Bin one person should sign up and make payment for the Scheme and a sticker will be issued for their address. Any shared Green Bins must only be presented at the address shown on the sticker.

GARDEN WASTE

18. Only accepted garden waste (listed below) will be collected from the Green Bin provided. Please do not place waste in plastic bags as this can affect the composting process. Contaminated Green Bins with incorrect material will not be emptied

Yes Please
grass cuttings and hedge clippings
leaves and bark
garden plants and flowers *Please shake excess soil or compost off plant roots before placing them in your green bin
non-invasive garden weeds
twigs and small branches
windfall fruit
cut flowers, house plants, dried flowers
Christmas trees and natural wreaths - chopped up so they fit inside your bin

No thanks
soil, turf, rubble, coal, barbeque charcoal
large whole branches - these can be taken to a household waste recycling centre
invasive weeds such as Japanese knotweed, Giant Hogweed and Ragwort - seek advice on safe disposal from the Environment Agency
food or other kitchen waste, nappies
plastic, paper, cardboard and other packaging, including compostable plastic and bags
pet and animal waste from cats and dogs
straw bedding from pets, such as rabbits
Christmas decorations

19. Full details of what can be placed in your Green Bin can be found at <https://www.york.gov.uk/GardenWaste>
20. CYC will replace damaged or lost Green Bins free of charge. The Green Bins issued may either be new or refurbished, with a capacity of one hundred and eighty (180) litres.
21. If you require an additional Green Bin this will be provided free of charge. You will be charged for each Green Bin you apply to have included within the Scheme. Green Bins issued may either be new or refurbished, with a capacity of one hundred and eighty (180) litres.

COLLECTIONS

22. You are responsible for ensuring your Green Bin is presented for collection at the front edge of your property (or other agreed collection point) by 7AM on the date of collection. You must take your Green Bin back within the boundary of your property as soon as possible following collection and must not leave it out between collections.
23. You should report any missed collections within twenty-four (24) hours of the scheduled collection date by contacting us on 01904 551 551 or by emailing ycc@york.gov.uk.
24. If a collection is missed due to an error on the part of CYC or its operatives, once notified the collection crew will return as soon as reasonably practicable to empty your Green Bin. If a collection is missed because your Green Bin was not presented correctly CYC crews will not re-attempt to collect your Green Bin until the next scheduled collection date.
25. No refunds will be given for missed collections.
26. CYC reserves the right to refuse to empty Green Bins which:

- a) contain inappropriate materials (as listed above and at <https://www.york.gov.uk/GardenWaste>)
- b) are too heavy to safely manoeuvre;
- c) contain waste which is heavily compacted or frozen; or
- d) have a lid which is not closed.

and reserves the right to withdraw the Scheme at any property which persistently breaches these standards. No refunds of the service charge will be given in these circumstances.

- 27. You are responsible for removing inappropriate materials, agitating the contents where it is compacted, or removing material where the Green Bin is too heavy or the lid does not close. CYC crews will re-attempt to collect your Green Bin at the next scheduled collection.
- 28. Your Green Bin lid must be completely closed flat and no side waste will be collected, this includes any extra waste placed next to the Green Bin, upon the floor or on the lid. If your Green Bin is too heavy to be lifted safely you will be expected to remove material to ensure it is safe to lift prior to the next scheduled collection.
- 29. CYC reserves the right to audit your Green Bin and its contents at any time to ensure you are using the Scheme properly. These audits may take place on days other than scheduled collection days.
- 30. CYC reserves the right to withdraw the Scheme if a risk assessment shows that collecting from a particular property may cause an unacceptable risk to CYC collection crews or vehicles and an alternative collection point cannot be agreed upon.
- 31. CYC reserves the right to collect garden waste using non-garden waste vehicles.
- 32. CYC reserves the right to alter scheduled collection dates. Any proposed changes will be communicated in advance to affected residents, except where advance notification is not possible due to short-term issues caused by operational reasons or in the event of emergency.
- 33. CYC is not obliged to provide the Scheme where collection is prevented due to circumstances beyond its reasonable control such as severe weather, blocked access or industrial action. CYC will, however, make every attempt to reschedule collections missed due to such occurrences at its earliest convenience.

LEGAL

- 34. This agreement ensures that your garden waste is being collected lawfully under Section 34 of The Environmental Protection Act 1990 and in line with The Controlled Waste (England and Wales) Regulations 2012.
- 35. In order to administer the Scheme it will be necessary for CYC to process certain personal data. All personal data will be processed in accordance with the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation. You can see CYC's privacy notice at <https://www.york.gov.uk/privacy>
- 36. Nothing in these terms and conditions shall affect your statutory rights.
- 37. CYC reserves the right to vary these terms and conditions, including but not limited to amending the collection charge applicable to the Scheme. Changes to these terms and conditions shall be published on the website.
- 38. In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your subscription to the Scheme within fourteen (14) days of opting in without giving a reason. If you cancel within this time you will be entitled to a refund of the amount paid. Requests to cancel a subscription can be made via email to ycc@york.gov.uk or by phone on 01904 551 551. If you have already received your sticker you must either return the sticker to CYC or ensure it has been completely removed from your Green Bin and destroyed. If you have already received an additional Green Bin CYC will advise you on when this can be collected.