

Garden Waste Terms and Conditions 2025-2026 – Sack Collections Only

The Service

1. The garden waste green sack collection service (the Service) is a subscription service for the collection of household garden waste from residential properties only. You are only able to subscribe to this Service if approved by the Council.
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 received your council issued green sacks. If awaiting sack delivery, please allow 10 working days for these 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 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 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 send you one (1) roll of green sacks (containing approximately 70 sacks) per subscription, usually within 10 working days of payment and add your property to the garden waste collection database, usually within 7 working days of payment.
9. Sacks placed out for collection without a valid subscription will not be taken.
10. Your garden waste should be placed in the green sacks supplied by the Council and not any other container, bin, bags or sacks. A maximum of fifteen (15) green sacks can be put out in each fortnightly collection. Your green sacks must be put out ready for collection by **6am** on your specified collection day. Please put your green sacks out with care ensuring that they are visible and easily accessible to collection crews but being careful not to create a hazard.

11. We will only collect garden waste (of a type specified by us) wholly contained within the green sacks supplied by West Berkshire Council, additional garden waste will not be collected. All garden waste should be contained easily within the green sacks, not overfilled and tied securely. For a list of the garden waste that may be put into your green sacks please visit: 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 sacks, you must only use the separate kerbside caddy provided for presenting your food waste.
12. We reserve the right to refuse to collect green sacks that contain the wrong materials such as those listed at: www.westberks.gov.uk/gardenwaste or green sacks that are overfilled such that the collection crew cannot safely handle them. In order for the collection service to resume you will need to remove the excessive and/or wrong materials from the green sacks 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 collect the green sacks 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 sacks 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 via telephone by 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) rolls of green sacks per household in total per subscription year. Accordingly, if you use the first roll of green sacks provided with your initial subscription it is possible to make 4 more orders for a roll of green sacks. Please note though that green sacks provided in one subscription period cannot be used in a subsequent subscription period and green sacks cannot be returned for a refund or transferred to another person or household. The subscription charge for the Service is payable per roll of green sacks 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 roll of sacks)
Service charge for 1st roll of green sacks	Linked to Council Tax Bandings: 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 nd – 5 th rolls of green sacks	£53

25. 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 roll of sacks and the standard charge of £53 for 2nd - 5th rolls of sacks.

26. Subscription charges linked to Council Tax Banding are fixed at the time of requesting the subscription.
27. 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).
28. 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 2nd – 5th 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

29. 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).
30. 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 rolls of green sacks) 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.**
31. Non-Direct Debit subscriptions: we will send you an annual reminder (generally by email) that the subscription is due for renewal. Confirmation 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

32. 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
33. 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.

34. 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.

35. If you cancel your subscription your green sacks will not be collected.

Moving home

36. 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 Please note as set out at paragraph 26 the Subscription fee will not be amended in year even if your Council Tax Band changes on your new property.

37. If you do transfer your service to a new address within West Berkshire you will need to take your green sacks with you to your new address.

38. 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 green sacks. You do not need to return your unused green sacks to us. You should cancel any Direct Debit with your bank and inform the Council of your move.

Problem Resolution and Contacting Us

39. If it has been more than 14 working days since your payment for the service and you have not received your roll(s) of green sacks please contact us via email: gardenwaste@westberks.gov.uk or telephone on 01635 519080 with details of your application and payment in order that we can resolve the issue.

40. If you discover that your green sacks containing garden waste have not been collected by the end of your scheduled collection day, please contact Customer Services via email: customerservices@westberks.gov.uk or telephone 01635 519080 to report the missed collection of your sacks(s). Our policy on reporting missed collections can be found at: www.westberks.gov.uk/missedbin. If our records indicate that there was no reason why your green sacks should not have been collected, the collection crew will aim to return to collect them within 2 working days of this being reported.

41. If you wish to make a complaint; information about our complaints process can be found at: www.westberks.gov.uk/complaints

Data Protection

42. 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.

43. 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.

General

44. This Agreement is between you and the Council. If you choose to share green sacks 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 sacks and collect garden waste from the address of the subscriber.
45. 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.
46. These terms and conditions do not affect your statutory rights.
47. 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.
48. In these terms "us", "we" and "the Council" means West Berkshire District Council and "you" and "your" refers to the subscriber.