

Garden Waste Collection Service Terms and Conditions

This document sets out the terms and conditions of the Garden Waste Collection Service. You are accepting these terms when you subscribe.

This document covers the following areas:

- 1. Service description
- 2. Service eligibility
- 3. Application process/payment
- 4. What can be put in a garden waste bin
- 5. Collecting your garden waste bin
- 6. Assisted collections (Help to put your bin out)
- 7. Missed garden waste bins
- 8. Weather incidents
- 9. Cancellations and refunds
- 10. Statutory rights
- 11. Data protection statement

1. Service description

- 1. The Garden Waste Collection Service runs from March to November and is chargeable at £35 per bin in advance of the service starting.
- 2. The council will carry out a maximum of 18 garden waste collections per household during this period, within a calendar year.
- 3. A sticker and a 240 litre garden waste bin will be provided (if there is not already one present at the property) which will be emptied by the council once every two weeks, on the days specified.
- 4. If the bin is lost, stolen or damaged (unless damaged during collection) there is a £25 charge for a replacement.

2. Service eligibility

The council will determine whether a property is eligible for a garden waste collection.

The eligibility criteria includes:

- Each collection area/property must be easily accessible by a suitable refuse collection vehicle. This includes being able to empty bins and manoeuvre the collection vehicle (turn around) easily and safely.
- The size of the garden.
- Proximity to existing collection rounds.

Only eligible properties will be included on the online subscription form.

3. Application process/payment

- 1. Residents will be required to pay for the garden waste collection service on an annual basis.
- 2. The council reserves the right to refuse an application for the garden waste collection service based on the criteria for the scheme as described in section 2.
- 3. The payment for the collection service will be £35 per garden waste bin. This is payable in one transaction and cannot be spread across multiple payments such as a monthly direct debit.

- 4. Payment must be made in full by 20th February 2026 with collections beginning in March 2026.
- 5. No discounts are available.
- 6. The council can accept payment by a range of means and these are detailed on the following section of our website my.northtyneside.gov.uk/gardenwaste
- 7. If you have moved into a recently built property/estate, and you are unable to sign up for the service via the online form, you will need to contact the council to check on eligibility and to potentially sign up.
- 8. The council will review the fee for this service annually.
- 9. We ask that customers keep us up to date with any relevant changes to their personal details.

4. What can be put in a garden waste bin

- 1. Only garden waste may be placed in the bin. Garden waste includes grass cuttings, flowers, small tree branches, loose leaves, shrubs and hedge trimmings, but not large branches, turf, earth, soil, stones, gravel, etc. The garden waste should not be placed in plastic bags, as this affects the composting process. Bins containing incorrect materials or bags will not be emptied. If the bin is contaminated it is your responsibility to remove those item(s) prior to the next collection. If the contamination continues, we will remove the bin. No money will be refunded in these circumstances.
- 2. Bins that are overflowing or overweight will not be emptied. If the bin is too full or too heavy it is your responsibility to remove the item(s) for the next collection. If you fail to do so we will remove the bin. No refund will be made in these circumstances. The bin lid must be closed.

5. Collecting your garden waste bin

- 1. The garden waste bin(s) is provided for use by the household at the registered property.
- 2. Only garden waste bins supplied by the council will be emptied.

 Garden waste presented in any other container will not be collected. All waste must be in the bin.

- 3. Requests for replacement garden waste bins will cost £25.
- 4. If the bin is damaged or broken during collection, as long as the bin is clearly identified, the crews will order a replacement for you. There will be no charge in this instance.
- 5. The householder is responsible for the general condition and cleaning of the garden waste bin whilst it is in their possession.
- 6. The council reserves the right to remove all garden waste bins that are not used for the garden waste collection service or if there is evidence of misuse.
- 7. The council will issue each property that subscribes to the service with a sticker for each garden waste bin for which a subscription has been made. Stickers issued by the council for the garden waste service must be placed on the back of the bin underneath the handles and be visible on collection day.
- 8. No service will be provided for garden waste bins where no subscription is recorded on the council's waste management systems and/or not displaying a garden waste sticker for the corresponding year as per point 7.
- 9. Garden waste will be collected once every two weeks on a day specified by the council.
- 10. Garden waste bin(s) must be put out by 6.30am on the day of collection, with the handles facing outwards towards the road. The garden waste bin(s) are to be placed at the same point as the green household and grey recycling bins for collection on their respective day of collection.
- 11. All garden waste bins must be clearly visible and accessible from the road.
- 12. After emptying, the garden waste bins will be returned to the pick-up point or as close as practicably possible. It is the resident's responsibility to ensure that the garden waste bins are brought back onto their property the same day.

An assisted lift service is available upon request for eligible households. If you already receive assisted lifts for your domestic and/or recycling bins, you will be eligible for an assisted lift for your garden waste bin. This will automatically be arranged for you when you subscribe. To find out more please visit our website - Request assistance with your bin | North Tyneside Council

7. Missed garden waste bins

If you want to report a missed garden waste collection, please contact us by the end of the Tuesday after the missed collection date. Before contacting us to report a missed collection, please ensure:

- The correct bin was put out for collection.
- The bin was at the kerbside or the designated collection point by 6.30am.
- The bin was not too heavy to be lifted by the collection crew.
- The correct items were in the bin.
- The waste in the bin was not too squashed or compacted. It must be able to freely tip out into the truck.

If our records show:

- a street has been serviced by our collection vehicle then the bin will be collected at the next scheduled collection.
- an assisted lift has been missed it will be collected within three working days.
- a street has been missed then that street's garden waste bins will be collected within three working days. A street could be missed for a variety of reasons such as inaccessibility due to parked cars or road works.

8. Weather Incidents

- 1. During incidents of bad weather, which may include heavy snowfall, rain, ice or high winds, collections may be disrupted.
- 2. There are no refunds for delayed or missed bins in the event of bad weather.
- 3. The council reserves the right to suspend collections during bad weather incidents and catch-up collections may not always be possible.

9. Cancellations & refunds

A full refund will be given if you cancel the service within 14 days from the date of payment.

- 1. There are no refunds of all or part fees for missed collections (see section 7 for further details).
- 2. There are no refunds if you move out of the area.
- 3. There are no refunds if you move within the area.
- 4. There are no refunds in the event of collections being unable to take place due to bad weather (see section 9 for further details).
- 5. A subscription is for the property and cannot be transferred to a different property.

10. Statutory rights

These terms and conditions of the Garden Waste Collection Service do not affect your statutory rights.

11. Data protection statement

We collect information about you when you subscribe to this service. The information collected is detailed below and will only be used in connection with your waste and recycling services:

- name
- property address
- email address, and
- telephone number.