



Garden Waste Collection Service – Terms & Conditions

These terms form an agreement between you (“the Customer”) and High Peak Borough Council (“the Council”) for the optional, paid-for fortnightly garden waste collection service (“the Service”).

You can subscribe or find more information on the garden bin subscription page.

www.highpeak.gov.uk/GardenWaste

1. Your Subscription

1.1 The Council is not legally required to collect garden waste (non-statutory service) By paying the annual fee (“the Subscription”), you choose to receive this Service.

1.2 The Service is for domestic households only, not businesses. Residential properties in the Borough that the Council considers suitable may subscribe.

1.3 The Service Year runs from September to September.

To guarantee collections from September, payment must be made at least one month before the new Service Year starts.

1.4 The Service provides up to 25 scheduled collections each year. There is a planned two-week suspension of the Service over Christmas and New Year.

1.5 The contract begins when the Council receives your completed application.

1.6 The Council is considered to have begun supplying the Service once your permit has been requested for printing, even if collections have not yet started.

1.7 The Subscription fee is set annually.

The full annual charge applies regardless of the month in which you join.

1.8 Payment in full for the Service (including any additional bins) must be made before the Service begins.

1.9 The Council will provide a garden waste wheelie bin of either 240 litres or 140 litres for use with the Service.

1.10 Neighbours may share a bin, but it can only be registered to one property. Any sharing arrangement is solely between the parties involved; the Council accepts no responsibility for such arrangements.

1.11 Communal properties must subscribe through a housing association, letting agent, or recognised residents' group.

1.12 Payment can be made online or by contacting the Council's Customer Contact Centre.

1.13 A reminder of the following year's charge will be issued during the three-month period before renewal.

1.14 The Council may make minor updates to these terms. Updated terms published on the Council's website take effect immediately.

2. Cancellation

2.1 You may cancel the Service at any time, although refunds are only available in the limited circumstances set out in Section 7.

2.2 Under the Consumer Contracts Regulations 2013, you may cancel within 14 days of subscribing if you joined online or by phone.

2.3 To receive a refund under the cooling-off period:

- your request must be made within 14 days,
- you must remove your permit sticker, and
- you must contact the Council online or via Customer Services.

2.4 If you choose to have the Service start as soon as possible, the Council will request your permit immediately after the cooling-off period ends.

3. Garden Waste Permits

3.1 Your permit will be issued once full payment has been received.

3.2 The permit shows the collection crews that your bin is entitled to be emptied.

3.3 If you subscribe to more than one bin, you will receive a permit for each bin.

3.4 You must display the permit on the body of the bin, under the handle, facing the road.

4. Wheelie Bins

4.1 The wheelie bin remains the property of the Council and must stay at the registered address.

4.2 You are responsible for any loss, theft, or damage to the bin unless caused by the Council. Replacement costs are listed on the Council's website.

4.3 The Council's replacement bin policy will apply to damaged bins.

4.4 Replacement bins (where provided free of charge by the Council) may be second-hand but will be clean, serviceable, and fit for purpose.

4.5 If you choose not to replace a lost or damaged bin, you cannot present garden waste for collection. No refund will be given.

5. Moving House

5.1 If you move to another eligible address within the Borough, your subscription can move with you.

5.2 You must notify the Council that you are moving so that a new permit can be issued.

5.3 You must remove the permit from your old bin and attach your new permit to the bin at your new property. If there is no bin at the property you must contact the Council to arrange for a bin to be delivered.

5.4 If you move outside the Borough, no refund will be provided.

6. Using the Service

By using the Service, you agree that:

6.1 Bins must be placed at the edge of your property (“the backline”) by 6:00am on your collection day, or after 6pm the previous day.

6.2 Bins must be brought back onto your property by midnight on collection day.

If the bin is not presented correctly, it cannot be reported as a missed collection.

6.3 You can check your collection day via the Council website or the Council's contact centre on 0345 129 4870.

6.4 Bin lids must be fully closed.

Overfilled or excessively heavy bins may not be emptied. Repeated issues may result in the Council removing the bin and cancelling the Service without refund.

6.5 Only permitted garden waste, as listed on the Council website, may be placed in the bin. Non-permitted waste will not be collected.

6.6 The Council may refuse to empty a bin if it is unsafe to do so (for example, contamination, pests, or dangerous items). You must resolve the issue before the next collection.

6.7 Only Council-issued bins displaying a valid permit will be emptied.

6.8 The Council may cancel a subscription, without refund, if the waste is from a commercial activity.

6.9 Only Council supplied wheelie bins of the correct size (240 litres or 140 litres) will be emptied.

7. Refunds

Refunds may be given only for:

7.1 A Service Failure (defined below), or

7.2 Cancellation within the 14-day cooling off period.

A “Service Failure” includes:

7.2.1 The Council does not deliver your initial bin within 6 weeks of your first scheduled collection date.

7.2.2 The Council does not replace a damaged bin within 6 weeks of you reporting it.

7.2.3 The Council does not resolve a reported missed collection for three consecutive scheduled collection days, provided each missed collection was reported within two working days.

7.2.4 The Council suspends collections for three consecutive scheduled collection days (not including the planned Christmas break).

Refunds are calculated on a pro-rata basis for the remainder of the Service Year.

8. Events Outside the Council's Control

8.1 The Council is not responsible for delays or failures caused by events outside its control (such as extreme weather, strikes, vehicle breakdowns, pandemics, or other unforeseen events).

8.2 If such an event continues for more than eight weeks, you may be entitled to cancel and receive a refund.

8.3 The Council is not liable for any loss of profit or other indirect costs arising from the Service.

9. Complaints

9.1 Initial complaints should be made online

<https://www.highpeak.gov.uk/ContactBins> or through the Council's customer contact centre.

9.2 If you remain dissatisfied, you may use the Council's formal complaints procedure available on the Council's website.

<https://www.highpeak.gov.uk/article/183/Residents>

10. Privacy

The Council complies with the Data Protection Act 2018 and UK GDPR.

Your information will be used to manage your subscription and may be shared with other Council departments for fraud prevention or legal purposes.

The Council's privacy notice is available on its website.