

**Maldon District Council - Garden Waste Collection Service**  
**Terms and Conditions 2026/27**

**1. The Service**

1.1 This agreement is made between the resident ('the Subscriber') and Maldon District Council and sets out the terms and conditions of the garden waste collection service.

1.2 The service is only available to Maldon District Council domestic council tax payers.

1.3 The payment for the service is made annually in advance.

1.4 The subscription year runs from 1 April to 31 March regardless of when you join the service. Subscriptions **do not** run on a rolling 12-month basis.

1.5 New subscribers joining between October & March will be offered a reduced pro-rata fee.

1.6 The cost of the service is set annually by the Council.

**2. Start of the service and bin delivery**

2.1 All new Subscribers will be required to purchase a 240L garden waste bin from Maldon District Council.

2.2 The Subscriber **cannot** supply their own bin. Only bins supplied by Maldon District Council will be emptied.

2.3 The Council may take up to 20 working days to deliver a bin from the date of receiving a payment for a new bin or subscription.

2.4 Neighbours may share a bin however the bin must be registered to one address and presented for collection at the registered address.

2.5 New Garden waste bins will be replaced free of charge if they become damaged within 3 years of being issued. If a bin becomes damaged in years 4 and 5 after delivery the Subscriber will be required to pay half of the current cost to purchase a bin.

2.6 The Council reserves the right to inspect a damaged bin before replacing.

**3. The service, presentation of the bin(s) and reporting a missed collection**

3.1 Garden waste collections will take place weekly between mid-February and November and fortnightly between December and beginning of February.

3.2 Scheduled collection dates are published in your waste collection calendar and can be found at [www.maldon.gov.uk/waste](http://www.maldon.gov.uk/waste).

3.3 Garden waste collections are suspended for 2 weeks following Christmas and New Year.

3.4 On collection day the bin must be presented at the front boundary of your property (or agreed collection point) by 7am and no earlier than the night before.

3.5 The Council reserves the right to suspend or vary the Service without notice in exceptional circumstances such as, but not limited to, extreme weather, national driver shortages or a fuel crisis. No refund will be given.

3.6 An assisted collection service is available to those eligible for an assisted refuse and recycling collection, providing it is practicable to do so. Further information on how to request an assisted collection can be found at [www.maldon.gov.uk/waste](http://www.maldon.gov.uk/waste)

3.7 If a bin is reported as not out by the Councils contractor, a crew will not return.

3.8 If a collection is missed when the bin has been presented correctly, the Councils contractor, upon notification within 2 days of the scheduled collection day, will return as soon as possible (normally within 2 working days) to empty the bin. No refund will be issued for missed collections.

3.9 If a bin is reported as contaminated by the Councils contractor, a crew will not return. The contaminants must be removed before the next scheduled collection day. Refer to [www.maldon.gov.uk/garden](http://www.maldon.gov.uk/garden) for a list of acceptable items.

3.10 Bins too heavy for safe handling and/or unsafe for the lifting mechanism on the collection vehicle will not be emptied. The Subscriber will be required to remove some of the contents of the bin and represent the bin on the next scheduled collection day.

3.11 Bin lids must be shut, additional garden waste placed beside the bin will not be collected.

3.12 During the winter months contents may be frozen, and bins may not empty fully. A crew will not return until the next scheduled collection day, and no refund will be given.

#### **4. Subscriber obligation**

4.1 Bins must be returned to the Subscribers property as soon as possible after collection has been made.

4.2 The Subscriber is responsible for the safe and secure storage of the bin.

4.3 The Subscriber is responsible for the general condition and cleaning of the garden waste bin.

4.4 The Council accepts no liability for injury or damage due to improper use of the bin.

#### **5. Renewal of subscription**

5.1 Within 6 weeks of the end of the subscription year the Subscriber will be contacted by post to resubscribe for the following year.

5.2 Subscribers who pay by direct debit will resubscribe automatically unless the Council is notified that the subscription is to be cancelled.

5.3 Subscribers who pay by making an online or telephone payment must do so before 1 April to continue to receive collections.

5.4 Where payment has not been received by 1 April collections will stop until payment is received.

5.5 Collections may take up to 3 working days to be reinstated after payment has been received.

## **6. Refunds, cancellations and moving property**

6.1 Refunds will not be given should you cancel your subscription during the subscription year.

6.2 In the event that the Subscriber does not use the service for any part of the subscription year for whatever reason a refund will not be given.

6.3 The Subscriber must request the cancellation of the service in writing to the Council (emails and online reporting is acceptable).

### **6.4 The Service is non-transferable from one resident to another.**

6.5 If a Subscriber moves out of the district, they must advise the Council to cancel the service. No refund is given.

6.6 If a Subscriber moves within the district, they may transfer the subscription to the new address, and it is the Subscribers responsibility to take their garden waste bin to their new address.

## **7. Subscriber data**

7.1 The information provided by the Subscriber will be held and processed by Maldon District Council and will be held and disposed of in line with the Councils GDPR policy.

7.2 Subscribers can ask for access to information that we hold by making a written subject access request to the Data Protection Officer at [dpo@maldon.gov.uk](mailto:dpo@maldon.gov.uk) or by post to Maldon District Council, Princes Road, Maldon, CM9 5DL.

## **8. Other**

8.1 The Council reserves the right to vary these Terms and Conditions, and the Subscriber will be notified of any changes