

Terms and Conditions for the Garden Waste Service Version 3.0 – January 2019

1. This agreement is made between the resident ('the Customer') and Birmingham City Council ('the Council') of Margaret Street, Birmingham B3 3BU, and sets out the terms and conditions under which the Customer may use the Council's garden waste fortnightly collection Service ('the Service').
2. Collections for the Service will run for 40 weeks from March to December, and will be available only to customers who have subscribed for the Service in advance. The Service will be suspended for 12 weeks over the winter period each year.
3. Customer subscriptions are renewable annually and only customers who have paid their subscription in advance are eligible to receive the Service.
4. The subscription consists of an annual charge to the Customer which is set by the Council for the period March to December each year. The cost of the Service is determined by the Council on an annual basis.
5. Wheelie bin(s) or garden waste sacks shall be kept on the property stated when the Customer ordered the Service and may only be removed from the property with the prior written permission of the Council.
The wheelie bin(s) and/or garden waste sacks remain the property of the Council at all times.
6. The Council accepts no liability for the wheelie bin(s) used for any other purpose other than for the collection of household garden waste. Misused wheelie bin(s) may be removed by the Council.
7. On termination of the Customer's right to receive the Service (however such termination occurred) the Council reserves the right to remove the bin(s) from the Customer's property.
8. The Council reserves the right to stop taking orders for the garden waste Service at any time within the Service year.

Refunds

9. Refunds for the Service will only be considered where there has been a complete Service failure as detailed below:
 - a. If the Council fails to deliver a garden waste wheelie bin and/or garden waste sacks within 6 weeks of the date on which the Customer should have had their first collection in any calendar year; or
 - b. If the Council fails to replace a garden waste wheelie bin within 6 weeks of the date on which the Council reported that they had damaged a bin; or
 - c. If the Council fail to rectify a reported missed collection of garden waste on 3 consecutive cycles. The Customer must report a missed collection on each occasion either via **www.birmingham.gov.uk/missecollections** or by contacting the **Contact Centre on 0121 303 1112**.

10. For the avoidance of doubt, in the event that the Customer independently arranges for collection of garden waste where there have been missed collections, the Council will not be responsible for any third party costs or any costs incurred by the Customer.
11. In the event that the Customer does not use the Service for any part of the subscription year for whatever reason, including but not limited to death, being away on holiday or being away from home for whatever reason, the Customer will not receive a refund for that period. Refunds for the service will only be considered under this Clause 9 (a) – (c).
12. If a refund event under this clause 9 occurs, the Customer shall make a claim within 3 months from the end date of the annual subscription being 31st December. For the avoidance of doubt the final date to make a claim for a refund will be 31st March.

Ownership

13. Households will be responsible for the wheelie bin(s) /garden waste sacks which shall remain with the property in the event of the resident(s) moving home. The new householder will therefore benefit from the provision of the garden waste wheelie bin(s) /garden waste sacks and there will be no refund payment to the resident who has moved from that property.

Capacity of Wheelie Bins

14. The Service will provide a 240 litre wheelie bin ('the wheelie bin') in order to enable garden waste collections. In the event that the customer's property is unsuitable for a wheelie bin collection, an alternative method of collection will be provided, namely the provision of 60 garden waste sacks to the customer.
15. Regardless of the size of any household (or garden), there is no alternative sized bin provision. Residents who have larger gardens may subscribe to receive multiple wheelie bins or rolls of garden waste sacks, each payable at the annual charge as set out by the Council.

Presentation of Wheelie Bins and Garden Waste Sacks for Collection

16. In using the Service, the Customer accepts that:
 - a. They may only use the designated paid for wheelie bins /garden waste sacks provided by the Council for the collection of garden waste. The wheelie bin(s) /garden waste sacks must be displayed and presented in accordance with clause 16(b), 16(c) and clause 19-22 of these terms and conditions. The Council will not collect garden waste presented by any other method.
 - b. The wheelie bin must display the subscription sticker that is issued by the Council upon payment of the annual charge. It is the responsibility of the Customer to display the subscription sticker on the wheelie bin. The subscription sticker must be displayed underneath the handle on the body of the wheelie bin. It must be presented in accordance with clause 19-23 of this agreement and positioned so that the subscription sticker is visible from the roadside.
 - c. The garden waste sacks used must be those that are issued and marked with the current subscription year.
17. Customers may use the Service for the collection of all items of household garden waste. Any waste or matter not specified on the website will be deemed as non permitted waste. The Customer is not permitted to use the Service for the collection of non permitted waste. If non permitted waste is presented for collection using the Service, it will not be collected.
18. If, at a given property, persistent non compliance in accordance with the Service specification occurs, i.e. repeated instances of attempts to use the Service for the collection of non permitted waste, the Council will, if necessary, consider taking enforcement action and/or withdrawing the Service without any refund.

19. Wheelie bin(s) /garden waste sacks shall be presented, unless otherwise directed, on the backline of the pavement (i.e. at the edge of the property) at the front of the house and presented in accordance with the provisions stated at clause 13 of these terms and conditions.
 20. Wheelie bins /garden waste sacks shall not be left in the middle of a pavement where they cause an obstruction to pedestrians or at the kerbside of the pavement where they may cause an obstruction to road users. They must be placed on the pavement outside of any gate, fence, hedge etc. and presented in accordance with the provisions stated at clause 16 of these terms and conditions.
 21. Where a number of households share an alleyway (to the rear of the property for example) wheelie bins /garden waste sacks must be presented at the back of the pavement near the end of the alleyway, taking care not to block the alleyway.
 22. Wheelie bins /garden waste sacks must be presented on their scheduled collection day by 6.00 am (or no earlier than 3.30pm the day before) and then, retrieved by the Customer as soon as possible after collection. If the wheelie bins / garden waste sacks are not presented properly and in accordance with clause 16 (b) and (c) and Clause 19-22 on their scheduled times on the day of collection, the wheelie bins /garden waste sacks cannot be reported as missed and will not be considered a missed collection for the purpose of Clause 9.
 23. The council reserves the right to alter the collection day or collection season, and will endeavour to provide adequate notice to householders that would be affected by the alteration. The Council shall use reasonable endeavours to complete its performance of the Service in the times agreed. Time will not be of the essence in the performance of the Service.
 24. Lids of wheelie bin(s) containing garden waste must be fully closed. The Council reserves the right not to empty bins when the lids are not fully closed as this may cause damage to the lids whilst being mechanically emptied. The wheelie bin(s) containing the garden waste must not be compacted too densely that the bin(s) is unable to be emptied. If wheelie bin(s) are compacted too densely, the Council reserves the right not to empty the bin. If the householder persistently does not comply with the requirements contained in this clause, the council reserves the right to remove the wheelie bin(s) and cancel the Service, without refund.
 25. The Council reserves the right not to empty/ collect any bin that in its reasonable opinion poses a health and safety risk to operatives, and may require the Customer to take steps to reduce the risk to operatives before any further attempt to empty/ collect is undertaken.
- ## Customer Obligations
26. Throughout the subscription period, the Customer shall be responsible for the safekeeping of the wheelie bin(s) /garden waste sacks provided, the cleanliness of the wheelie bin(s) and the cleanliness of the site around the wheelie bin(s) /garden waste sacks.
 27. The Customer will be responsible for any loss (including theft) or damage to the wheelie bin(s), and will be required to pay the Council a pre agreed cost which will include the cost of the wheelie bin, delivery and admin costs arising from any such loss, theft or damage.
 28. Only wheelie bins that are damaged through the fault of the Council and reported as such will be replaced by the Council at the Council's cost.
 29. If the Customer decides not to pay for a replacement wheelie bin(s) and/or garden waste sacks they will be unable to present garden waste for collection and by default, choose to opt out of the Service. They will not, however, receive a refund.
 30. The Council reserves the right to vary the charges and any of these terms and conditions at any time giving reasonable notice.

Events Outside the Council's Control

31. The Council will not be responsible for any failure to perform or delay in performance of any of the Council's obligations under these terms and conditions that is caused by an "Event Outside the Council's Control". If an "Event Outside the Council's Control" affects the Council's ability to deliver the Service, it will resume normal Service as soon as reasonably practicable after the "Event Outside the Council's Control" is over.
32. "Events Outside the Council's Control", this means any act or event beyond the Council's reasonable control, including without limitation strikes or other industrial action, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, extreme weather or other natural disaster, power failure, internet Service provider failure, technological failure, breakdown in machinery /collection vehicles.
Liability and Indemnity
33. The Council will not be liable for any loss of profit or any direct or indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Council's employees, contractors, agents or otherwise) in connection with its provision of the Service or the performance of any of its other obligations under these terms and conditions or with the use by the Customer of the Service supplied whether as a result of breach of contract, breach of statutory duty, tort (including negligence), personal injury due to slips or trips arising from the wheelie bins and/or garden waste sacks or their contents being presented by the Customer in an unsafe manner or otherwise howsoever arising.

Sub-Contracting

34. The Council shall be free to sub-contract the provision of the Service (or any part thereof).

Customers right to cancel the Service

35. If purchasing the Service for the first time, the Customer has 14 calendar days from the day after the date the Customer first receives a wheelie bin/garden waste sacks to cancel the Service, notice of which must be made by going online at www.birmingham.gov.uk/wheeliebins or telephoning **0121-303-1112**.
36. If the Customer is renewing the Service for the new garden waste collection season, the customer has 14 calendar days from the day after they pay for the Service, to cancel the Service, notice of which must be made by going online at www.birmingham.gov.uk/wheeliebins or telephoning **0121-303-1112**.
37. There are no refunds or part refunds for the cancellation of the Service outside of the 14 calendar days.

Contact

38. To contact the Council in respect of any queries, issues, complaints relating to this Service, please visit our website at www.birmingham.gov.uk/wheeliebins or telephone **0121-303-1112**.

Privacy Notice

39. Birmingham City Council will process any personal data in accordance with the Council's corporate privacy policy, which can be found at www.birmingham.gov.uk/privacy.

Radio Frequency Identification (RFID)

40. The wheelie bins utilise Radio Frequency Identification (RFID) chips, containing only a Unique Reference Number, which allows the Council to identify and return recovered wheelie bins to the property they were assigned and record electronically the date of delivery.
41. No information as to the use of the Service by any household or property owner is, or will be, collected, retained or processed, other than in respect of account management.