

# Terms and Conditions for the Garden Waste Service

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 garden waste service will run February to November, 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 has been set by the Council for the period February to November at £35. Concession has been given to those customers who wish to place their order between 1 December and 31 December and these subscriptions will be charged at £30.
5. Refunds for the service will only be considered where there has been a complete service failure as detailed below:
  - a. If the Council fail to deliver a garden waste wheelie bin (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 fail 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, without reasonable cause, the Council fail to rectify a report of a missed garden waste collection on 3 consecutive cycles.
6. Households will be responsible for the wheelie bins/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/sacks and there will be no refund payment to the resident who has moved from that property.

7. The service will provide a 240 litre wheelie bin ('the wheelie bin') in order to facilitate garden waste collections. In the event that the customer's property is unsuitable for a wheelie bin collection service, an alternative method of collection will be provided, namely the provision of a specified number (60) of plastic sacks ('garden waste sacks') to the customer.
8. Regardless of the size of any household (or garden), there is no alternative sized container provision. Residents who have larger gardens may subscribe to multiple wheelie bins or rolls of garden sacks, each payable at the annual charge set out in paragraph 4 above.
9. In using the service, the customer accepts that they may only use the designated paid for wheelie bins or garden waste sacks provided by the Council for the collection of garden waste. The Council will not collect garden waste presented in any other container(s).
10. Customers may use the service for the collection of all items of household garden waste as specified in the garden waste service specification document. Any waste or matter not specified within this service specification document will be deemed non permitted waste. This document can be found on **[www.birmingham.gov.uk/gardenwaste](http://www.birmingham.gov.uk/gardenwaste)**. The customer is not permitted to use the service for the collection of non permitted waste. If non permitted waste is presented for collection under the service, it will not be collected.
11. 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.
12. Wheelie bins or garden waste sacks shall be kept on the premises stated when the customer ordered the service and may only be removed from the premises with the prior written permission of the Council. The container(s) remains the property of the Council at all times.

13. The wheelie bin/garden waste sacks must 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.
14. Wheelie bins or garden waste sacks must 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 people getting out of parked cars). They must be placed on the pavement outside of any gate, fence, hedge etc.
15. Where a number of households share an alleyway (to the rear of the property for example) wheelie bins or 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.
16. Wheelie bins or 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.
17. Lids of wheeled containers containing garden waste must be fully closed. The council reserves the right not to empty containers when the lids are not fully closed as this may cause damage to the lids whilst being mechanically emptied.
18. The Council reserves the right not to empty/collect any container 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.
19. Throughout the subscription period, the customer shall be responsible for the safekeeping of the container(s) provided, the cleanliness of the container(s) and the cleanliness of the site around the container(s).
20. The Council retains the ownership of the wheelie bins throughout the terms of this agreement. The customer will be responsible for any loss (including theft) or damage to the container(s) (other than through the negligence of the employees or agents of the Council), and will be required to pay the Council a pre-defined cost equivalent of delivery and admin costs arising from any such loss, theft or damage.
21. If the resident decides not to pay for a replacement bin/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.

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| <p><b>22.</b> The Council accepts no liability for container(s) used for any other purpose other than for the collection of household garden waste. Misused containers may be removed by the Council.</p> <p><b>23.</b> Customers will normally be notified two months before collections commence for the subsequent years that the service needs to be subscribed to again.</p> | <p><b>24.</b> On termination of the customer's right to receive the service (however such termination occurred) the Council reserves the right to remove the container(s) from customer's premises/property.</p> <p><b>25.</b> The Council reserves the right to vary the charges and any of these terms and conditions at any time by reasonable notice.</p> |
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### **Customers right to cancel the service**

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 (and their information pack which includes the full terms and conditions) to cancel the service, notice of which must be made by going online at [www.birmingham.gov.uk/wheeliebins](http://www.birmingham.gov.uk/wheeliebins) or telephoning **0121 303 1112**.

If the customer is renewing the service for the 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](http://www.birmingham.gov.uk/wheeliebins) or telephoning **0121 303 1112**.

There are no refunds or part refunds for the cancellation of the service outside of the 14 calendar days.

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](http://www.birmingham.gov.uk/wheeliebins) or telephone **0121 303 1112**.

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### **Privacy Notice:**

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](http://www.birmingham.gov.uk/privacy).

### **RFID**

The garden waste wheelie bins utilise Radio Frequency Identification (RFID) chips, containing only a Unique Reference Number, which allows the Council to identify and return recovered garden waste bins to the property they were assigned and record electronically the date of delivery.

No information as to the use of the garden waste service by any household or property owner is, or will be, collected, retained or processed, other than in respect of account management.