

# Garden Waste Collection Service Terms and Conditions

1. This agreement is made between the resident (“**the Customer**”) and Stafford Borough Council (“**the Council**”), and sets out the terms and conditions under which the Customer may use the Council’s chargeable garden waste collection Service (“**the Service**”).

## The Subscription

2. Collections for the Service will run from January to December. Where the Customer pays for a subscription part way through the year, the subscription will start five (5) working days after the Customer has paid for the subscription and shall end on 31 December that same calendar 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 January to December each year. The cost of the Service is determined by the Council on an annual basis.
5. A Customer moving house within Stafford Borough may take their subscription with them to their new address, free of charge. Where a Customer moves house outside of Stafford Borough, no refund will be available for any subscription that has been paid for that calendar year.

## Wheelie Bins

6. The Service will provide a 240-litre wheelie bin (‘the wheelie bin’) in order to enable garden waste collections. Regardless of the size of any household (or garden), there is no alternative sized wheelie bin provision. Residents who have larger gardens may subscribe to receive multiple wheelie bins, each payable at the annual charge as set out by the Council.
7. The wheelie bin is the responsibility of the Customer at all times and 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 shall remain with the property in the event of the Customer moving home and there will be no refund payable to the Customer who has moved from that property. Bins

are registered to the property and not to the Customer. The wheelie bin remains the property of the Council at all times.

8. The Council accepts no liability for the wheelie bin used for any other purpose other than for the collection of household garden waste or for the loss of any materials which have been placed in the wheelie bin for disposal or otherwise. A misused wheelie bin may be removed by the Council.
9. The Council reserves the right to stop taking orders for the garden waste Service at any time within the Service year.

## Refunds

10. 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 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 fails to rectify a reported missed collection of garden waste on 3 consecutive cycles. The Customer must report a missed collection on each occasion by contacting the Contact Centre on 01785 619402 or by using our Online Form at <https://www.staffordbc.gov.uk/binday>
11. 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 paying any third-party costs or any costs incurred by the Customer.
12. 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 in accordance with clause 10 (a) – (c).

13. If a refund event under clause 10 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 of the following year.

### **Presentation of Wheelie Bins for Collection**

14. In using the Service, the Customer accepts that:
- a) they may only use the designated paid for wheelie bins provided by the Council for the collection of garden waste. The wheeliebin must be displayed and presented for collection once a fortnight by 7am on the allocated day of collection at the boundary of the property at the same location point as the blue/green bin, unless a prior arrangement for an assisted collection has been agreed with the Council. The wheelie bin must be retrieved by the Customer as soon as possible after collection;
  - b) the wheelie bin must display the permit sticker that is issued by the Council upon payment of the first annual charge. It is the responsibility of the Customer to display the permit on the wheelie bin. The permit must be displayed underneath the handle on the body of the wheelie bin. The bin must be positioned so that the permit is visible from the roadside on collection day;
  - c) the wheelie bin shall not be left in the middle of a pavement where it causes an obstruction to pedestrians or at the kerbside of the pavement where it may cause an obstruction to road users. It must be placed on the pavement outside of any gate, fence, hedge etc. and presented in accordance with the provisions stated at clause 13 (a) of these terms and conditions;
15. If a wheelie bin is not presented properly in accordance with clause 14 above on the Customer's allocated day for collection, the wheelie bin cannot be reported as missed and will not be considered a missed collection for the purpose of clause 10.
16. The permit is non-transferable and cannot be shared with anyone else in the event the Customer decides not to use the Service.

### **Accepted Waste and Compliance**

17. Customers may use the Service for the collection of all items of household garden waste; no trade waste is permitted. Any waste or matter not specified on the Council's 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 these terms and conditions occurs, i.e. repeated instances of attempts to use the Service for the collection of non-permitted waste, the Council will, if necessary, consider withdrawing the Service to such customers without any refund.
19. The lid of the wheelie bin containing the garden waste must be fully closed. The Council reserves the right not to empty a bin when the lid is not fully closed as this may cause damage to the lid whilst being mechanically emptied. The wheelie bin containing the garden waste must not be compacted so densely that the bin is unable to be emptied. If the wheelie bin is 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 and cancel the Service to the Customer, without refund.
20. The Council reserves the right not to empty/ collect any wheelie bin that in its reasonable opinion poses a health and safety risk to operatives (e.g. the bin is filled to such a weight as to make the moving or emptying process hazardous to operatives), and may require the Customer to take steps to reduce the risk to operatives before any further attempt to empty the bin or collect the garden waste is undertaken.
21. The Council reserves the right to alter the collection day 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.
- ### **Lost or Damaged Wheelie Bins**
22. The Council reserves the right to charge the Customer for a replacement wheelie bin in the event of any loss (including theft) or damage to the wheelie

bin. Such charge will include the cost of the wheelie bin, delivery and admin costs arising from any such loss, theft or damage.

23. Only a wheelie bin that is damaged through the fault of the Council and reported as such will be replaced by the Council at the Council's cost.
24. If the Customer decides not to pay for a replacement wheelie bin 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.

### **Events Outside the Council's Control**

25. The Council will not be responsible for any failure to perform or delay in performance of any of its 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.
26. "Events Outside the Council's Control" means any act or event beyond the Council's reasonable control, including without limitation riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, extreme weather or other natural disaster, power failure, internet service provider failure, technological failure, breakdown in machinery/collection vehicles or strikes or other industrial action.

### **Liability and Indemnity**

27. 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 bin or its contents being presented by the Customer in an unsafe manner or otherwise howsoever arising.

### **Sub-Contracting**

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

### **Customer's Right to Cancel the Service**

29. If purchasing the Service for the first time, the Customer has 14 calendar days from the day after the date the Customer pays for the subscription to cancel the Service, notice of which must be made in writing either by email at [info@staffordbc.gov.uk](mailto:info@staffordbc.gov.uk) or by letter.
30. If the Customer is renewing the Service, the Customer has 14 calendar days from the day after they pay for the Service to cancel it, notice of which must be made in writing either by email at [info@staffordbc.gov.uk](mailto:info@staffordbc.gov.uk) or by letter.
31. The Customer has the option to cancel the Service at any time during the subscription year, however the Customer will not be entitled to a refund or part refund for the cancellation of the Service outside of the 14 calendar days stipulated in clause 29 and clause 30.
32. The Council reserves the right to vary the charges and any of these terms and conditions at any time giving reasonable notice.

### **Contact Us**

33. To contact the Council in respect of any queries, issues or complaints relating to this Service, please visit our website at [www.staffordbc.gov.uk/binday](http://www.staffordbc.gov.uk/binday) or telephone 01785 619402 or email [info@staffordbc.gov.uk](mailto:info@staffordbc.gov.uk).

### **Privacy Notice**

34. Stafford Borough Council will process any personal data in accordance with the Council's corporate privacy policy, which can be found at: <https://www.staffordbc.gov.uk/waste-and-recycling-service-how-we-use-your-personal-information>
35. 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.