

Garden Waste Collection Service

Terms and Conditions

Last Updated: December 2023

Please read our terms and conditions before you sign up for the garden waste collection service, these form the basis of a contract between you as the subscriber and the Council.

The service

1. All personal information you provide will be kept in confidence, and in accordance with UK GDPR and Data Protection Act 2018. Data will not be shared and held only for the duration of the contract period and in accordance with the terms and conditions below. You may ask us to correct or remove information you believe to be inaccurate.
2. This year the Clip and Collect Garden Waste Service (hereby referred to as the service) will run from 3rd June 2024 until 20th November 2025 (up to 32 collections). Collections will be fortnightly. Collection calendars will be released prior to your first collection. The service reserves the right to change collection dates either permanently or temporarily due to service needs. Customers affected by changes to collections days will be notified in advance.
3. There will be a break in service during the winter. Customers will be notified of the start and finish dates for collections in advance by the communication channel chosen at sign-up.
4. New subscriptions will be taken during a pre-determined window (hereby referred to as the sign-up/renewal window) and will not be available at any other time. Customers who wish to cancel their sign-up between the sign-up window and the service start may be able to receive a refund at the service's discretion.
5. Renewals will be available during the sign-up/renewal window. During this time, you will be able to change the number of brown bins at your property on the Renewal form. You will not be able to change the number of bins after you have already renewed.
6. Late renewals may be possible at service discretion. Late renewing customers can reduce the number of bins at their property but are not able to add additional bins outside of the sign-up/renewal window.
7. The service is based on a cost per bin (maximum of 2 bins per property). Second bins will be charged at the same rate as the first. The price will be available on our website prior to the sign-up/renewal window opening.

8. Kirklees Passport holders are entitled to a 20% discount on the service. Passport holders must claim their discount at sign-up. This discount will not be issued retrospectively or part-way through a subscription period.
9. Payments must be made by either Direct Debit or debit/credit card. We do not accept cash or cheque payments.
10. If you do not renew the service, within the sign-up/renewal window, it will automatically terminate, and we will email/write to you to confirm when the bin will be removed.
11. The Council will only send you communication about when your contract is due to expire and important service updates. You also have the option to opt-in to receive marketing messages (email or letter option available). If you do not opt-in, you will not receive information on contract renewal, and you may miss the renewal deadline which may mean your service is disrupted and/or terminated. All customers on direct debit will receive updates on their Direct Debit as per Direct Debit legislation.
12. All subscriptions should be made online. Those that are unable to do so can ring Kirklees Direct on 01484 414700.

Card Payments

13. For customers who have paid by card, if payment is not received to renew your brown bin, your address will be removed from the service, your details deleted, and the bin removed.
14. New or renewing customers paying by debit/credit card for subscriptions starting in 2024 will make 1 advanced payment to cover the 18-month subscription period to the end of 2025 and will revert to annual payments thereafter. Prices will be available on our website prior to the sign-up/renewal window opening.

Direct Debit Payments

15. If you sign up for Direct Debit, the payment will not be taken immediately. Your information will be verified, and a Direct Debit Instruction set up with your bank. You will be notified prior to the payment being taken.
16. If you sign up with a bank account that requires two signatures to set up a Direct Debit, we will require you to provide these two signatures before we can attempt to set up the Direct Debit Instruction with your bank. Until these are provided you will not have successfully completed the application and we cannot provide you with the service.
17. If we are not able to successfully set up your Direct Debit Instruction with the bank details provided, we will cancel your Direct Debit and notify you of the failure and the reason provided by the bank. You will be required to reapply with different bank details and will not be entitled to the service until you have

successfully set up a Direct Debit Instruction or paid by card.

18. New or renewing customers for subscriptions starting in 2024 will make 1 payment to cover the 18-month subscription period to the end of 2025 and will revert to annual payments thereafter. You will be given advanced notice prior to your Direct Debit payments through the email address provided to us, or by post if you have not provided an email address.
19. If a payment is unsuccessful, a second payment will be attempted roughly 10 days later depending on weekends/bank holidays. You will be informed of this through email or letter. If this second payment fails you will be contacted again, your Direct Debit Instruction will be cancelled, and you will not be entitled to the service until you complete a successful card payment.
20. If the Direct Debit instruction is cancelled through your bank at any point after payment has been received your service will still be valid until the end of your contract. However, you will need to reapply within the sign-up/renewal window of the following contract period to continue your service. **Cancelling your Direct Debit instruction may result in you not being notified of your contract finishing depending on your contact preferences.**

Refunds

21. There will be no full or partial refunds during the contract period if customers cancel the service. Notification of cancellation can be made to Kirklees Direct on 01484 414700.
22. If a customer has presented their brown bin before 7 am with the correct contents (see clause 36) without a collection for 3 consecutive collections they may be entitled to a partial refund at the service's discretion on the basis that all missed bins have been logged (clause 34). If your bin was missed but recollected within your collection week this will not count towards the 3 consecutive collections. Please note, that missed bins due to exceptional circumstances (severe weather, road closures and blocked access) will not be considered towards these missed collections.

Bin Delivery, Removals and Responsibilities

23. For new customers, bins will not be delivered until full payment is received. Deliveries will take place during the month prior to your first collection.
24. For renewals, if you are increasing the number of bins to 2, the second bin will be delivered before the first collection on your new contract. If you are decreasing the number of bins to 1, the second bin will be removed at the end of your current contract. If the second bin is not returned the Council reserves the right to pause your contract, without reimbursement, until the bin is returned.
25. The name given when subscribing to the service will be the person who is responsible for the bin and the materials that are disposed of in the bin.

26. This service is available for garden waste originating from domestic households only. Trade waste e.g., gardeners, are not permitted to deposit garden waste in the brown bin. If there is evidence of misuse of the service or the bins by the resident, the Council reserves the right to cancel the service and remove the bin(s).
27. All garden waste must be contained within the brown bins provided by the Council. Any excess garden waste not contained in the brown bin will not be collected.
28. Brown bins remain the property of the Council. Customers are responsible for the cost of delivering any replacement resulting from loss, theft, or damage (other than that caused by the emptying process). If your bin goes missing, you can order a replacement one by going to www.kirklees.gov.uk/orderbin.
29. If a customer does not make their brown bin available to be collected after their contract ends we reserve the right to take further action to recover the cost.
30. The bins will be clean and in a useable condition when supplied, the registered person is responsible for the general condition and cleaning of the brown bin whilst in their possession. The service re-uses bins and as such will not replace newly delivered bins for minor cosmetic damage if the bin is still useable and safe.

Collections

31. Bins should be presented on the kerbside by 7am on the day of collection unless alternative arrangements have been made with a member of the Council's waste management team. Once emptied, the bin should be returned to the property as soon as possible.
32. The default collection point for your brown bin will be the same as for your grey and green bins. The service cannot fulfil all requests to visit different collection points.
33. When the brown bin is presented, the lid must be fully closed. The bin may not be collected if the lid is not fully closed.
34. Should a collection be missed, every effort will be made to re-schedule the collection, provided the bin was presented on time and the customer reports a missed bin. Missed bins must be registered by the end of the next working day and can be reported on the following web page: www.kirklees.gov.uk/missedbin or through Kirklees Direct by calling 01484 414700. If by the end of your collection week (Friday at 4 pm) your bin has still not been collected, please return the bin to your property.
35. If the brown bin is overflowing and/or overweight and poses a health and safety risk to collection operatives, the bin will not be collected. An overweight bin is defined as a bin which cannot safely be moved by 2 operatives and/or is

over 32kg in weight. A notice will be placed on the bin, and it will be logged on the electronic database by the crew. It is your responsibility to remove items prior to the next collection. If you fail to do so, we may remove the bin.

36. Only garden waste must be placed in the bin – it must be loose and not in any sort of plastic bag (even compostable bags) as this will affect the composting process.

Types of waste that are allowed in the bin are as follows. These items should be loose (not bagged):

- ✓ Grass cuttings
- ✓ Tree & hedge clippings
- ✓ Weeds – excluding controlled weeds such as Giant Hogweed or Japanese knotweed
- ✓ Plants & Flowers
- ✓ Leaves
- ✓ Twigs & bark
- ✓ Small branches (under 4 inches in diameter)

Types of waste that are not allowed in the bin are items such as:

- ✗ Soil (small amounts of soil on roots is unavoidable, but try to shake off as much as possible so there is more room in your bin for compostable waste)
- ✗ Rubble, gravel, stones
- ✗ Turf
- ✗ Infectious plants (e.g. Japanese knotweed)
- ✗ Plant pots (includes plastic and terracotta) or ties
- ✗ Pet bedding or pet waste (e.g. from a rabbit hutch)
- ✗ General waste or food waste
- ✗ Plastic bags

For more information about how to manage these items, visit the Bulky Household Waste page on the council website.

37. Contaminated bins (containing incorrect materials) will not be emptied – a notice will be placed on the bin, and it will be logged on the electronic database by the crew. If the bin is contaminated it is your responsibility to remove the item(s) of contamination prior to the next collection. If the contamination occurs 3 times within your contract, we will remove the bin without a refund.

Operational Information

38. The service is transferable between properties within Kirklees, providing you inform us of your house move by emailing brownbins@kirklees.gov.uk. You must make your own provisions to transport the bin to your new address. Failure to follow this procedure may result in your contract being terminated and you will not be able to set up a contract for your new address until the next sign-up/renewal window. If you do not require the service at your

new address, please notify us by emailing brownbins@kirklees.gov.uk and the bin will be removed from your current address and your contract terminated. There will be no pro-rata refund for the remainder of the contract period.

39. The Council reserves the right to suspend, delay, cancel or otherwise alter collections in exceptional circumstances including, but not limited to, periods of severe weather, unforeseen staffing shortages or vehicle breakdowns. In periods of widespread disruption notice will be posted on the Kirklees Council website. For more localised disruption customers can contact Kirklees Direct or the waste service for more information.
40. For operational reasons, the service is only available for properties with standard-sized 240L wheeled bins. In some circumstances, liner/sack properties or smaller multi-occupancy properties may be eligible for the service. A special request must be made by sending an email to brownbins@kirklees.gov.uk. A suitable presentation point will need to be agreed upon between the Council and the citizen.
41. Assisted wheeled bin collections will extend to the service for citizens who receive or require this. However, these properties may be subject to an on-site assessment, and you may have your service cancelled and your payment refunded if we find that the service is not operationally viable. Please go to www.kirklees.gov.uk/assistedbins to find out more about assisted collections.
42. Customers who move to assisted bins during their garden waste contract will have their properties subject to assessment. If assisted bins are deemed not viable for garden waste at the property residents will have the option to either receive a pro-rata refund for the service or be able to continue with their contract and continue to present their brown bin.
43. If after payment or after the service starts, we deem the garden waste collection to not be operationally viable for your property, we will inform you, revoke the service and refund you the full amount via the payment method used when signing up to the service.

General conditions

44. Complaints can be made online or via Kirklees Direct and adhere to Kirklees Council's corporate complaints procedure.
45. Kirklees Council reserves the right to make amendments to terms and conditions at any point, and up-to-date terms and conditions will be available on the Kirklees Council website.