

# Waste and Recycling Operational Service Standards 2025

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## **Provision of bins**

### **1. Overview of agreement**

- 1.1 Kirklees Council (“The Service”) will provide bins for waste collection at a cost to residents (“The Users”).

### **2. Responsibility**

- 2.1 Kirklees Council (“The Service”) is responsible for the administration and delivery of bins for waste collection.

### **3. Service agreement**

- 3.1 Kirklees Council (“The Service”) will provide bins for waste collections within the district.
- 3.2 All bins must be provided by Kirklees Council (“The Service”) and be in full working order to allow for a safe collection.
- 3.3 All bins remain the property of Kirklees Council (“The Service”).
- 3.4 Kirklees Council (“The Service”) will provide additional bins where criteria are met, please see the relevant service level agreement.
- 3.5 Kirklees Council (“The Service”) will deliver purchased bins within 21 days of purchase.

### **4. Resident Requirements**

- 4.1 The resident (“The Users”) is responsible for the purchase of all receptacles.

4.2 The resident (“The Users”) is responsible for ensuring bins remain in a usable and safe state for collection.

## **5. What we cannot do**

5.1 Kirklees Council (“The Service”) will not collect waste from unauthorised bins or bins that have not been supplied by the organisation.

5.2 Kirklees Council (“The Service”) will not collect waste from bins where the body, wheels, handle or lid is damaged.

## **6. What we will do when things go wrong**

6.1 Kirklees Council (“The Service”) will communicate any operational issues to users via our website, over the phone with Kirklees Direct and social media.

6.2 Where bins are damaged during collection, they will be replaced free of charge by Kirklees Council (“The Service”).

6.3 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Grey bin collections (Domestic waste that cannot be recycled)**

### **1. Overview of agreement**

- 1.1 Kirklees Council (“The Service”) will provide a bi-weekly collection to remove domestic waste from properties within the district for the resident (“The Users”).

### **2. Responsibility**

- 2.1 Kirklees Council (“The Service”) is responsible for the administration and collection of all domestic waste within the district where a grey bin is present.

### **3. Definitions**

- 3.1 Where Kirklees Council (“The Service”) is unable to collect a bin on the collection day The Service will reattempt collection for the remainder of the week. Any bins collected before the end of the week will be classified as a delayed collection.
- 3.2 Where Kirklees Council (“The Service”) is unable to collect a bin during the week of the scheduled collection, this will be classified as a missed bin.

### **4. Service agreement**

- 4.1 Kirklees Council (“The Service”) will provide a bi-weekly collection to users, with all pauses in services communicated to users in advance.
- 4.2 All bins must be provided by Kirklees Council (“The Service”) and be in full working order to allow for a safe collection.
- 4.3 Kirklees Council (“The Service”) will log contaminated or unrepresented bins, and these will not be returned for until the next scheduled collection.

4.4 Kirklees Council (“The Service”) is responsible for advertising what can go in a grey bin to users. This information can be found on the website or by contacting The Service.

4.5 All bins remain the property of Kirklees Council (“The Service”).

4.6 Kirklees Council (“The Service”) will provide additional bins where criteria are met, please see the relevant service level agreement.

4.7 Kirklees Council (“The Service”) will provide an assisted collection service where criteria are met, please see the relevant service level agreement.

## **5. Resident Requirements**

5.1 The resident (“The Users”) will ensure all waste must be enclosed in a closed bin or bagged adequately depending on the bins type as instructed by The Service.

5.2 The resident (“The Users”) will present their bins or bagged waste, where service have approved at the kerbside or agreed collection point by 7 am on the day of collection.

5.3 The resident (“The Users”) will ensure the bins are not contaminated or contain any hazardous items before the collection is undertaken.

5.4 The resident (“The Users”) will return bins to the property, or as close as able, following the collection and do not leave bins presented on the public highway.

5.5 The resident (“The Users”) must double bag animal waste and loose ash/dust.

5.6 The resident (“The Users”) must report a missed bin within 72 hours of 4pm on their scheduled collection day.

## **6. What we cannot do**

- 6.1 Kirklees Council (“The Service”) will not collect contaminated bins.
- 6.2 Kirklees Council (“The Service”) will not return for bins before the next scheduled collection that was logged as contaminated or unrepresented.
- 6.3 Kirklees Council (“The Service”) will not enter onto private property to recover a bin unless on the assist scheme.
- 6.4 Kirklees Council (“The Service”) will not remove excess waste that is not contained in a closed bin, unless otherwise stipulated.
- 6.5 Kirklees Council (“The Service”) will not empty bins from unoccupied domestic properties.
- 6.6 Kirklees Council (“The Service”) will not get involved in third-party disputes.
- 6.7 Kirklees Council (“The Service”) will not collect waste from unauthorised bins or bins that have not been supplied by the organisation.
- 6.8 Kirklees Council (“The Service”) will not collect trade waste as part of domestic collection routes.
- 6.9 Where possible, Kirklees Council (“The Service”) will collect from unadopted roads at the discretion of the service. Alternative presentation points may be given to properties on unadopted roads that pose a health and safety risk or are not fully accessible to our collection vehicles.
- 6.10 Strike action can cause severe disruption to the resident (“The Users”), however, Kirklees Council (“The Service”) are unable to operate collection services

during periods of strike action and is not allowed to return to collect these missed collections.

## **7. What we will do when things go wrong**

7.1 In the event Kirklees Council (“The Service”) cannot access a street, The Service will reattempt the collection or an alternative provision will be provided until collection can be resumed and free and unimpeded access can be made. This will include blocked access by other vehicles, severe weather conditions such as snow and ice or operational issues The Service may experience.

7.2 Kirklees Council (“The Service”) will aim to return for individual missed bins that have not been logged as un-presented or contaminated as soon as possible within the week of collection.

7.3 Kirklees Council (“The Service”) will communicate any operational issues to users via our website, Kirklees Direct phone line messaging and social media.

7.4 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Green bin collections (Recycling)**

### **1. Overview of agreement**

1.1 Kirklees Council (“The Service”) will provide a bi-weekly collection to remove recyclable waste from residential properties (“The Users”).

### **2. Responsibility**

2.1 Kirklees Council (“The Service”) is responsible for the administration and collection of all domestic recycling waste within the district where a green recycling bin is present.

### **3. Definitions**

3.1 Where Kirklees Council (“The Service”) is unable to collect a bin on the collection day The Service will reattempt collection for the remainder of the week. Any bins collected before the end of the week will be classified as a delayed collection.

3.2 Where Kirklees Council (“The Service”) is unable to collect a bin during the week of the scheduled collection, this will be classified as a missed bin.

### **4. Service agreement**

4.1 Kirklees Council (“The Service”) will provide a bi-weekly collection to users, with all pauses communicated to residents (“The Users”) in advance via our website.

7.5 All bins must be provided by Kirklees Council (“The Service”) and be in full working order to allow for a safe collection.

4.2 Kirklees Council (“The Service”) will sticker contaminated bins and log unrepresented bins and these will not be returned for until the next scheduled collection.

- 4.3 A site visit from Kirklees Council (“The Service”) will be undertaken when contaminations of green bins are logged repeatedly and may result in the removal of the bin by The Service if a bin is contaminated 3 times at one property.
- 4.4 Kirklees Council (“The Service”) is responsible for communicating what can go in a green bin to users via our website or at request through Kirklees Direct.
- 4.5 The bin remains the property of Kirklees Council (“The Service”).
- 4.6 Kirklees Council (“The Service”) will provide additional bins at a charge where the resident (“The Users”) requests one.
- 4.7 Kirklees Council (“The Service”) will provide an assisted collection service where criteria are met, please see the relevant service level agreement.

## **5. Resident Requirements**

- 5.1 The resident (“The Users”) will ensure all waste is enclosed in a closed bin or bagged adequately depending on the bins type.
- 5.2 The resident (“The Users”) will ensure all recycling is clean and appropriate for the recycling collection as identified by The Service.
- 5.3 The resident (“The Users”) must present their bins or bagged waste, where service approved, at the kerbside or agreed collection point by 7 am on the day of collection.
- 5.4 The resident (“The Users”) will ensure the bins are not contaminated before the collection is undertaken.

5.5 The resident (“The Users”) will return bins to the property following the collection and do not leave bins presented on the public highway.

5.6 The resident (“The Users”) must report a missed bin within 72 hours of 4pm on their scheduled collection day.

## **6. What we cannot do**

6.1 Kirklees Council (“The Service”) will not collect contaminated bins.

6.2 Kirklees Council (“The Service”) will not return for bins before the next scheduled collection that was logged as contaminated or un-presented.

6.3 Kirklees Council (“The Service”) will not enter onto private property to recover a green bin unless on the assist scheme.

6.4 Kirklees Council (“The Service”) will not remove excess waste that is not contained in a closed bin unless otherwise communicated.

6.5 Kirklees Council (“The Service”) will not empty bins from unoccupied domestic properties.

6.6 Kirklees Council (“The Service”) will not get involved in third-party disputes.

6.7 Kirklees Council (“The Service”) will not collect waste from unauthorised green bins or bins that have not been provided by Kirklees Council (“The Service”)

6.8 Kirklees Council (“The Service”) will not collect trade waste as part of the residential collections.

6.9 Strike action can cause severe disruption to the resident (“The Users”), however, Kirklees Council (“The Service”) are unable to operate collection services during

periods of strike action and is not allowed to return to collect these missed collections.

## **7. What we will do when things go wrong**

7.1 In the event Kirklees Council (“The Service”) cannot access a street, The Service will reattempt the collection or an alternative provision will be provided until collection can be resumed and free and unimpeded access can be made. This will include blocked access by other vehicles, severe weather conditions such as snow and ice or operational issues The Service may experience.

7.2 Kirklees Council (“The Service”) will aim to return for individual missed bins that have not been logged as un-presented or contaminated as soon as possible within the week of collection.

7.3 Kirklees Council (“The Service”) will communicate any operational issues to the resident (“The Users”) via our website, Kirklees Direct and social media.

7.4 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Brown bin collections (Garden Waste)**

### **1. Overview of agreement**

- 1.1 Kirklees Council (“The Service”) will provide a garden waste collection service to residents (“The Users”) who pay the annual subscription. This is to be read in conjunction with the up-to-date service terms and conditions.
- 1.2 This agreement should be read in conjunction with the Garden Waste terms and conditions.

### **2. Responsibility**

- 2.1 Kirklees Council (“The Service”) is responsible for the administration and collection of garden waste bins.
- 2.2 Kirklees Council (“The Service”) will review properties on a case-by-case basis where needed to conclude the viability of the collection service where required.

### **3. Definitions**

- 3.1 Where Kirklees Council (“The Service”) is unable to collect a bin on the collection day The Service will reattempt collection for the remainder of the week. Any bins collected before the end of the week will be classified as a delayed collection.
- 3.2 Where Kirklees Council (“The Service”) is unable to collect a bin during the week of the scheduled collection, this will be classified as a missed bin.

### **4. Service agreement**

- 4.1 Kirklees Council (“The Service”) will operate a set number of bi-weekly collections within the contract period, which will be specified at the beginning of each contract

period.

- 4.2 Kirklees Council (“The Service”) will undertake collections Monday to Thursday.
- 4.3 Kirklees Council (“The Service”) will aim to return for individual missed bins that have not been logged as un-presented or contaminated as soon as possible within the week of collection.
- 4.4 The resident (“The Users”) will have an opportunity to subscribe to The Service between a specified sign-up window, with any extensions and late sign-ups and renewals at the discretion of The Service.
- 4.5 Kirklees Council (“The Service”) will only provide this service to wheeled bin properties that receive domestic waste collection.
- 4.6 The resident (“The Users”) using Assistance, and select addresses, will be assessed before being accepted to The Service for operational reasons concerning health and safety.
- 4.7 All bins remain the property of Kirklees Council (“The Service”).

## **5. Requirements**

- 5.1 The resident (“The Users”) is responsible to ensure the bin contains only accepted material. An up-to-date list can be found online and is available by request by contacting Kirklees Direct, and is subject to change at service discretion. Any changes will be communicated to residents via email or letter prior to the start date.
- 5.2 The resident (“The Users”), who were not on the assisted collection service, are responsible for the presentation of the bin by 7 am at the agreed collection point.

- 5.3 The resident (“The Users”) on assist collection must make sure the bin is accessible.
- 5.4 The resident (“The Users”) must sign up during the agreed sign-up window. The sign-up window, and any late sign-ups, are at the discretion of The Service.
- 5.5 The resident (“The Users”) must renew contracts within the set renewal period, any late renewal or extension of the renewal window is subject to service discretion.
- 5.6 A refund will not be given for those leaving mid-contract.
- 5.7 The resident (“The Users”) must not place trade waste in the bin, including waste created by a private gardener.
- 5.8 The resident (“The Users”) must report a missed bin within 72 hours of 4pm on their scheduled collection day.

## **6. Financial**

- 6.1 Kirklees Council (“The Service”) will review costings for the garden waste service, these will be reviewed and updated annually through specified governance processes.

## **7. What we cannot do**

- 7.1 Kirklees Council (“The Service”) will not collect contaminated bins.
- 7.2 Kirklees Council (“The Service”) will not return for unrepresented bins until the next scheduled collection.
- 7.3 Kirklees Council (“The Service”) will not return for contaminated bins until the next scheduled collection, even if the contamination has been removed.

- 7.4 Kirklees Council (“The Service”) will not remove bagged side waste.
- 7.5 Kirklees Council (“The Service”) will not provide more than 2 bins for this service per household.
- 7.6 Kirklees Council (“The Service”) will not empty bins that have not been provided by the organisation.
- 7.7 Kirklees Council (“The Service”) will not negotiate disputes between third parties.
- 7.8 Kirklees Council (“The Service”) will not issue refunds for contracts that are ended part way through the subscription.
- 7.9 Kirklees Council (“The Service”) will not collect trade waste from business or residential properties.
- 7.10 Strike action can cause severe disruption to the resident (“The Users”), however, Kirklees Council (“The Service”) are unable to operate collection services during periods of strike action and is not allowed to return to collect these missed collections.

## **8. What we will do when things go wrong**

- 8.1 In the event Kirklees Council (“The Service”) cannot access a street, The Service will reattempt the collection or an alternative provision will be provided until collection can be resumed and free and unimpeded access can be made. This will include blocked access by other vehicles, severe weather conditions such as snow and ice or operational issues The Service may experience.
- 8.2 Kirklees Council (“The Service”) will aim to return for individual missed bins that have not been logged as un-presented or contaminated as soon as possible

- 8.3 If there is evidence of misuse of The Service or bin(s) by the resident (“The Users”) Kirklees Council (“The Service”) may cancel The Service and remove the bins without refund.
- 8.4 Any operational issues will be communicated to the resident (“The Users”) via the necessary communication channels, including our website, Kirklees Direct and social media.
- 8.5 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Additional bins**

### **1. Overview of agreement**

- 1.1 All Kirklees residents (“The Users”) in domestic properties who meet the criteria will be provided with an additional grey bin by Kirklees Council (“The Service”).

### **2. Responsibility**

- 2.1 Kirklees Council (“The Service”) is responsible for reviewing applications against set criteria, the delivery of the additional bin and subsequent collection.
- 2.2 Kirklees Council (“The Service”) is responsible for setting the criteria for additional grey bin applications.

### **3. Service agreement**

- 3.1 Kirklees Council (“The Service”) agrees to issue an additional grey bin to users who meet the following criteria:
- Family of 6 or more in the household, including temporary stays of 3 months or above.
  - A household that creates offensive waste – such as incontinence pads and or medical dressings.
  - Exceptional circumstances which do not fall into the above categories will be considered by area managers.
- 3.2 Kirklees Council (“The Service”) will review additional bin contracts at least every 2 years and reserve the right for further reviews within this time, which may include a visit to the user’s property and the storage of personal data in line with The Service’s privacy policy and GDPR.

3.3 All data will be stored in line with relevant data privacy notices and be compliant with GDPR.

#### **4. Resident Requirements**

4.1 The resident (“The Users”) must apply for an additional bin and provide evidence of the criteria under which they are applying for. The evidence required is at the discretion of The Service.

4.2 The resident (“The Users”) must alert The Service and surrender the additional grey bin if a change in circumstances arises which means they no longer meet the criteria as soon as possible.

4.3 The resident (“The Users”), must ensure all waste is contained in a closed bin.

4.4 The resident (“The Users”) will be responsible for the bin and will arrange repairs or replacements where required.

4.5 The resident (“The Users”) are responsible for paying for the additional bin at the current charge.

#### **5. What we cannot do**

5.1 Kirklees Council (“The Service”) will not deliver additional bins to non-qualifying households.

5.2 Kirklees Council (“The Service”) will not collect any presented unauthorised grey bins on collection day

5.3 Kirklees Council (“The Service”) will not collect contaminated grey bins in line with our grey bin service level agreement.

5.4 Kirklees Council (“The Service”) will not empty additional bins provided by third parties, including instances where the user has been accepted into the scheme.

5.5 Kirklees Council (“The Service”) will remove any unauthorised grey bins from locations where applications have not been approved or have expired.

## **6. What we will do when things go wrong**

6.1 In the event a crew cannot access a street Kirklees Council (“The Service”) will reattempt the collection until this is complete, this will include blocked access by other vehicles, such as severe weather or operational issues The Service may experience.

6.2 Kirklees Council (“The Service”) will aim to return for individual missed bins that have not been logged as un-presented or contaminated by the end of the week.

6.3 Kirklees Council (“The Service”) will communicate any operational issues via the council website, Kirklees Direct and social media channels.

6.4 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Assisted bin collection**

### **1. Overview of agreement**

1.1 All Kirklees residents (“The Users”) in domestic properties who meet the criteria will be provided with an assisted collection service by Kirklees Council (“The Service”).

### **2. Responsibility**

2.1 Kirklees Council (“The Service”) is responsible for reviewing applications against set criteria and subsequent collection.

2.2 Kirklees Council (“The Service”) is responsible for setting the criteria for assisted collection applications.

### **3. Service agreement**

3.1 Kirklees Council (“The Service”) agrees to implement an assisted collection to users who meet the following criteria:

- All members of the household must be younger than 16 years of age and older than 80 years of age.
- All members of the household have a medical condition or disability which prevents them from safely presenting their bin for collection.
- Exceptional circumstances which do not fall into the above categories will be considered by area managers.

3.2 Kirklees Council (“The Service”) will review assisted collections at least every 2 years and reserve the right for further reviews within this time, which may include a visit to the user’s property and the storage of personal data in line with The Service’s privacy policy and GDPR.

3.3 All data will be stored inline with relevant data privacy notices and be compliant with GDPR.

3.4 Kirklees Council (“The Service”) will provide bags to any residents (“The Users”) placed on an assisted bag collection.

3.5 Kirklees Council (“The Service”) will only collect assisted collections from properties which can be safely accessed. Properties that present Health and Safety issues are not able to be entered onto the assist service.

#### **4. Resident Requirements**

4.1 The resident (“The Users”) must apply for the assisted collection service and provide evidence of the criteria under which they are applying for. The evidence required is at the discretion of The Service.

4.2 The resident (“The Users”) must alert The Service if a change in circumstances arises which means they no longer meet the criteria as soon as possible.

4.3 The resident (“The Users”), must ensure all waste is contained in a closed bin.

4.4 The resident (“The Users”) will be responsible for the bin and will arrange repairs or replacements where required.

4.5 The resident (“The Users”) is responsible for placing the bin in an accessible location as agreed by Kirklees Council (“The Service”). An accessible location is defined as a location on the resident’s property, without the need for a bin to be taken up or down steps. If there is not a location on the resident's property that fits this definition a site visit will be undertaken to determine the most suitable location.

#### **5. What we cannot do**

5.1 Kirklees Council (“The Service”) will not undertake an assisted collection to non-qualifying households.

5.2 Kirklees Council (“The Service”) will not collect contaminated grey bins in line with our grey bin service level agreement.

5.3 Kirklees Council (“The Service”) will not empty bins provided by third parties, including instances where the user has been accepted into the scheme.

## **6. What we will do when things go wrong**

6.1 In the event a crew cannot access a street Kirklees Council (“The Service”) will reattempt the collection until this is complete, this will include blocked access by other vehicles, such as severe weather or operational issues The Service may experience.

6.2 Kirklees Council (“The Service”) will aim to return for individual missed bins that have not been logged as contaminated by the end of the week.

6.3 Kirklees Council (“The Service”) will communicate any operational issues via the council website, Kirklees Direct and social media channels.

6.4 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Litter bin placement**

### **1. Overview of Agreement**

1.1 Members of the public (“The Users”) have the use of on-street litter bins throughout the district of Kirklees, provided by Kirklees Council (“The Service”).

### **2. Responsibility**

2.1 Kirklees Council (“The Service”) is responsible for the placement, collection of waste, and maintenance of all litter bins in the district which are placed by Kirklees Council (“The Service”).

### **3. Service agreement**

3.1 Kirklees Council (“The Service”) has a statutory requirement to provide on-street litter bins across the district, not including private land.

3.2 Kirklees Council (“The Service”) will maintain and ensure the regular collection of all on-street litter bins.

3.3 Kirklees Council (“The Service”) will review litter bin provision on request and reserve the right to remove/relocate litter bins where operational feedback and data indicates there is a need.

### **4. Requirements**

4.1 Kirklees Council (“The Service”) will consider the placement of all litter bins and these will be placed in suitable locations to ensure that they do not block access on public highways.

- 4.2 Kirklees Council (“The Service”) is responsible for the collection and analysis of information and data related to on street litter bins.
- 4.3 Kirklees Council (“The Service”) will ensure litter bins will be sufficient to hold all waste for use by members of the public (The Users).
- 4.4 Kirklees Council (“The Service”) will conduct site visits when alerted to issues to assess implications and respond accordingly.
- 4.5 Kirklees Council (“The Service”) is responsible for removing all unsafe litter bins to prevent harm to the public.

## **5. What we cannot do**

- 5.1 Kirklees Council (“The Service”) cannot place bins in an area solely for the use of hazardous or offensive waste, such as medical or animal waste.
- 5.2 Kirklees Council (“The Service”) will replace litter bins purchased through other funding streams, such as parish councils and ward budgets, on a case-by-case basis.
- 5.3 Kirklees Council (“The Service”) will work with our enforcement teams over fly-tipped waste at the side of on-street litter bins.
- 5.4 Kirklees Council (“The Service”) will not make cosmetic changes to on-street litter bins upon request if they are deemed fit for purpose, such as rust removal or repainting.

## **6. What we will do if things go wrong**

- 6.1 Kirklees Council (“The Service”) reserves the right to remove or relocate litter bins as necessary.

6.2 Kirklees Council (“The Service”) will repair or replace any litter bins which are potentially hazardous or no longer fit for purpose.

6.3 Members of the public (The Users) can use the corporate standard complaints procedure to complain about service issues they experience.

## **Presentation points locations**

### **1. Overview of agreement**

1.1 Kirklees Council (“The Service”) will collect domestic, recycling and garden waste as per the advertised collection scheme. Kirklees Council (“The Service”) are able to move the presentation points for bins for both operational reasons and to ensure collections can be made safely. This includes being able to change presentation points for a temporary period to ensure collections during roadworks and access issues or for new build developments.

### **2. Responsibility**

2.1 Kirklees Council (“The Service”) are responsible for choosing presentation points where residents should present the bins for collection under the Environmental Protection Act 1990.

### **3. Service agreement**

3.1 Kirklees Council (“The Service”) can change the presentation points when required to ensure the collections are made safely, this may be changed due to road works or recurring access issues.

3.2 The residents (“The Users”) will be notified of changes by Kirklees Council by post (“The Service”) and must present their bins or bagged waste for collection at the new presentation point.

3.3 Kirklees Council (“The Service”) will ensure any resident on assist collections where presentation points are required will continue to receive their collections as normal.

3.4 Kirklees Council (“The Service”) are able to implement both temporary and permanent presentation point changes.

#### **4. Requirements**

4.1 The residents (“The Users”) will follow instructions from Kirklees Council (“The Service”) regarding where to present bins or bagged waste for collection by post.

4.2 Kirklees Council (“The Service”) will work with residents where presentation point changes are required to ensure the waste is collected.

#### **5. Financial**

5.1 Kirklees Council (“The Service”) administration costs will be covered during already paid for administration time within The Service and budget.

#### **6. What we cannot do**

6.1 Kirklees Council (“The Service”) will not enter onto a live development to collect bins that were not at temporary presentation points

6.2 Kirklees Council (“The Service”) will not return for unrepresented bins at any presentation point

6.3 Kirklees Council (“The Service”) will not enter locations where presentation points are in use.

6.4 Strike action can cause severe disruption to the resident (“The Users”), however, Kirklees Council (“The Service”) are unable to operate collection services during periods of strike action and is not allowed to return to collect these missed collections.

6.5 Kirklees Council (“The Service”) will not travel on roads which may cause damage to vehicles or create a health and safety concern whilst undertaking the collection.

## **7. What we will do when things go wrong**

7.1 Kirklees Council (“The Service”) will return to collect any bins that were at the temporary collection point that have been missed and evidence of its presentation prior to the collection can be viewed.

7.2 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Street cleaning**

### **1. Overview of agreement**

1.1 Kirklees Council (“The Service”) will provide regular street cleaning across the district on a rota basis.

1.2 Kirklees Council (“The Service”) will undertake an annual leafing programme between September and November.

### **2 Responsibility**

2.1 Kirklees Council (“The Service”) are responsible for ensuring the schedule is set each week for street cleaning.

2.2 Kirklees Council (“The Service”) are responsible for ensuring the schedule for leafing is arranged in advance.

2.3 Kirklees Council (“The Service”) are responsible for ensuring mechanical sweeping is undertaken in all scheduled locations subject to vehicle availability.

2.4 Kirklees Council (“The Service”) are responsible for undertaking Town Centre cleaning daily in Huddersfield and Dewsbury.

### **3 Service agreement**

3.1 Kirklees Council (“The Service”) agree to undertake regular street cleaning on new estates that have been developed prior to 2012 and some residential streets on a rota basis.

3.2 Kirklees Council (“The Service”) agree to undertake mechanical sweeping on scheduled streets.

3.3 Kirklees Council (“The Service”) will undertake the clearing of fallen leaves on all major routes that are heavily lined with trees as a priority.

3.4 Kirklees Council (“The Service”) will undertake the clearing of fallen leaves on public footpaths and carriageways following priority routes being completed.

#### **4 Requirements**

4.1 Kirklees Council (“The Service”) require members of the public (“The Users”) to use all on-street litter bins appropriately and not fly-tip waste or place bags at the side of on-street litter bins.

4.2 Kirklees Council (“The Service”) require members of the public (“The Users”) to take offensive waste such as dog waste home and place this in the domestic grey bins where possible.

4.3 Kirklees Council (“The Service”) require members of the public (“The Users”) to ensure full access to allow mechanical sweeping to be undertaken, such as the moving of parked cars.

#### **5 Financial**

5.1 Kirklees Council (“The Service”) will review locations based on the annual budgets for each year.

5.2 Kirklees Council (“The Service”) will undertake street cleaning and mechanical sweeping based on the set locations in which the current budgets allow.

#### **6 What we cannot do**

6.1 Kirklees Council (“The Service”) will not be able to take on all new locations and will add new locations as per service capacity and need.

6.2 Kirklees Council (“The Service”) will not be able to attend to locations outside of scheduled days or hours.

6.3 Kirklees Council (“The Service”) will not be able to litter pick high-speed roads or grass verges for health and safety.

6.4 Kirklees Council (“The Service”) will not be able to undertake mechanical sweeping where access is blocked.

6.5 Kirklees Council (“The Service”) will not undertake street cleaning or mechanical sweeping on Private land or PROWs.

## **7. What we will do when things go wrong**

7.1 Kirklees Council (“The Service”) will ensure litter bins are emptied as soon as possible in the event they fail to collect these on scheduled days.

7.2 Kirklees Council (“The Service”) will seek to arrange street cleaning where this has failed on schedule. No extra sweeps over and above schedule will be arranged.

7.3 Kirklees Council (“The Service”) will look into any issues or concerns raised and address these to ensure operational viability.

7.4 Members of the public (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Collections during roadworks**

### **1. Overview of agreement**

1.1 Kirklees Council (“The Service”) will undertake normal operations where possible during roadworks where it is safe to do so.

1.2 Kirklees Council (“The Service”) will take the responsibility of monitoring roadworks where access is not granted, or it is unsafe to do so and will seek to make alternative arrangements when required, as per the service agreement for presentation points.

1.3 Kirklees Council (“The Service”) will observe diversionary routes to ensure collections are made where possible.

### **2. Responsibility**

2.1 Kirklees Council (“The Service”) are responsible for arranging the recollection or representation of bins on a temporary basis where access cannot be granted.

2.2 Kirklees Council (“The Service”) LGV Drivers are responsible for ensuring public safety and reducing the risk to roadside workers and must follow the legal rules of the road.

2.3 Kirklees Council (“Highways Service”) will notify both residents and Kirklees Council (“The Service”) over proposed planned works.

2.4 Kirklees Council (“Highways service”) will not be able to notify residents of emergency works that require a temporary traffic order.

### **3. Service agreement**

3.1 Kirklees Council (“The Service”) will undertake normal operations where possible during roadworks.

3.2 Kirklees Council (“The Service”) will be provided with information in relation to roadworks prior to them taking place to assist them in working around roadworks.

3.3 Kirklees Council (“The Service”) will contact affected residents (“The Users”) to inform them if bins will need to be temporarily represented or advise of a temporary collection day change to ensure collections are made while roadworks are ongoing.

3.4 Kirklees Council (“The Service”) will request ground workers to switch temporary traffic lights red in all directions to allow for the collection of bins where safe to do so.

3.5 Kirklees Council (“The Service”) will arrange catch-up collections where access could not be gained during planned works or emergency works where representation was unsuitable.

3.6 Kirklees Council (“The Service”) will communicate any emergency works that may disrupt the collection services on our social media pages and our website.

### **4. Requirements**

4.1 The resident (“The Users”) will follow any instructions provided by Kirklees Council (“The Service”) over any requests for representation of the bins.

4.2 The resident (“The Users”) will follow any instructions provided by Kirklees Council (“The Service”) over any requests for a temporary change in collection day.

4.3 The resident (“The Users”) must report any missed collections after 4 pm the day after the missed collection occurred.

4.4 The resident (“The Users”) should check the Kirklees council’s websites and social media pages where possible to check for emergency works information.

## **5. Financial**

5.1 Kirklees Council (“The Service”) will work with Kirklees Council (“Highways service”) to ensure there are reduced financial implications to missed collections due to roadworks.

5.2 Kirklees Council (“The Service”) will absorb any catch-up costs where we were unable to collect the domestic bins due to road works where representation or change of day for the collection are not viable.

## **6. What we cannot do**

6.1 Kirklees Council (“The Service”) will not return for uncollected bins where representation or a change in the day of collection was instructed and not followed.

6.2 Kirklees Council (“The Service”) cannot work through emergency road closures where residents were unable to be notified of disruption.

6.3 Kirklees Council (“The Service”) are unable to work through temporary traffic lights where the operatives are unable to have them secured by the ground team.

6.4 Strike action can cause severe disruption to the resident (“The Users”), however, Kirklees Council (“The Service”) are unable to operate collection or delivery services during periods of strike action and is not allowed to return to collect these missed collections.

## **7. What we will do when things go wrong**

7.1 Kirklees Council (“The Service”) will ensure the recollection of any bins that may have been missed due to service disruption.

7.2 Kirklees Council (“The Service”) will review the processes regularly regarding collection of bins during road works.

7.3 Kirklees Council (“The Service”) will communicate any failures in service to the waste support team so affected residents can be informed.

7.4 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Replacement bins**

### **1. Overview of agreement**

- 1.1 Kirklees Council (“The Service”) agree to provide a bin repair and delivery service for the resident (“The Users”) where there may be damage to the bins or in the event these have been stolen or destroyed.

### **2. Responsibility**

- 2.1 Kirklees Council (“The Service”) are responsible for ensuring there is enough stock of all grey, green, and brown bins available for delivery.
- 2.2 Kirklees Council (“The Service”) are responsible for ensuring there is an adequate system in place to ensure the resident (“The Users”) can place orders for replacement bins or arrange repairs.
- 2.3 The resident (“The Users”) are responsible for maintaining the containers while in their possession (“The Service”).

### **3. Service agreement**

- 3.1 Kirklees Council (“The Service”) will allow residents to report damaged or missing bins.
- 3.2 Kirklees Council (“The Service”) agree that if during collection services operations damage any containers these will be replaced free of delivery charges.
- 3.3 Kirklees Council (“The Service”) agrees the staff will report any damage caused to containers while on the collection rounds to ensure a replacement is issued.

3.4 Kirklees Council (“The Service”) agree that residents who move to an address where a property has no containers will pay for the delivery of new containers to the new home address and must not take their containers with them.

3.5 Kirklees Council (“The Service”) agree that the resident (“The Users”) who apply for an additional grey bin due to family size or medical condition will pay the delivery charge for the additional bin delivery.

3.6 Kirklees Council (“The Service”) agree the service is non-refundable if the resident (“The Users”) locates the missing bins after we have attempted delivery.

#### **4. Requirements**

4.1 The resident (“The Users”) should add their addresses to any bins to prevent these from going missing.

4.2 Residents (“The Users”) are responsible for the care of the containers in their possession and are responsible for any delivery charges in the event the bin is stolen or destroyed.

#### **5. Financial**

5.1 Kirklees Council (“The Service”) will ensure a secure payment system is in place for charges to be paid.

5.2 Kirklees Council (“The Service”) will review service charges and any increases will be made in line with the relevant governance procedures.

5.3 The resident (“The Users”) will be charged a delivery fee for the containers to the property.

## **6. What we cannot do**

- 6.1 Kirklees Council (“The Service”) will not replace bins free of the delivery charge where third parties have stolen or vandalised them.
- 6.2 Kirklees Council (“The Service”) will not get involved in third-party disputes over bins.
- 6.3 Kirklees Council (“The Service”) will not refund a delivery charge where the team have attended to attempt delivery.
- 6.4 Strike action can cause severe disruption to the resident (“The Users”), however, Kirklees Council (“The Service”) are unable to operate collection or delivery services during periods of strike action and is not allowed to return to collect these missed collections.

## **7. What we will do when things go wrong**

- 7.1 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive

## **Changes to service**

### **1. Overview of agreement**

- 1.1 Kirklees Council (“The Service”) will need to make changes to collections it provides based on operational issues or growth within the district.
- 1.2 Kirklees Council (“The Service”) will have to make amendments to rounds as and when required.

### **2. Responsibility**

- 2.1 Kirklees Council (“The Service”) will identify the changes that are required and will ensure these are addressed in a timely matter.
- 2.2 Kirklees Council (“The Service”) will ensure residents (“The Users”) are notified of any changes affecting them with a 10-day notice of any changes.
- 2.3 Kirklees Council (“The Service”) will consult with the ward councillors in the area for any notification of a change of service.

### **3. Service agreement**

- 3.1 Kirklees Council (“The Service”) may have to make changes to collections provided for operational reasons and to accommodate growth in the district and to prioritise the health and safety of both staff and the public.
- 3.2 Kirklees Council (“The Service”) will identify the changes that are required and have the legal right to make temporary or permanent changes to the services provided to ensure these remain viable.

3.3 Kirklees Council (“The Service”) will ensure residents (“The Users”) receive communication informing them of the expected changes and the requirements for the change to be made and any expectations for the resident (“The Users”) with 10-day notice via email communication or letter, with the exception of temporary emergency changes which will be communicated at the earliest opportunity.

#### **4. Requirements**

4.1 The resident (“The Users”) must follow the instructions as advised by Kirklees Council (“The Service”) regarding the change of service instructions.

#### **5. What we cannot do**

5.1 Kirklees Council (“The Service”) cannot guarantee prior written warning to emergency cases where a change in service or day is required.

#### **6. What we will do when things go wrong**

6.1 Kirklees Council (“The Service”) will arrange catch-up collections where communications over a notice for change in services have not been followed.

6.2 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

# Extreme weather

## 1. Overview of agreement

1.1 Kirklees Council (“The Service”) has a duty of care towards its staff, residents and members of the public during times of extreme weather conditions such as snow and ice, flooding or extreme heat.

1.2 Kirklees Council (“The Service”) will make decisions to ensure staff safety while conducting its activities.

1.3 Kirklees Council (“The Service”) will follow weather guidance given by the Met Office when making decisions on service provision.

1.4 Kirklees Council (“The Service”) deem extreme cold weather to be the creation of ice or snow.

1.5 This agreement may be superseded by organisation wide emergency planning protocol which may come into effect in the event of extreme weather.

## 2. Responsibility

2.1 Kirklees Council (“The Service”) are responsible for ensuring staff & public well-being and safety.

2.2 Kirklees Council (“The Service”) are responsible for providing appropriate PPE for the staff in service based on the weather conditions.

2.3 Kirklees Council (“The Service”) are responsible for providing sun lotion and water to the staff at any time in extreme heat.

2.4 Kirklees Council (“The Service”) are responsible for undertaking decisions to suspend or alter services in extreme weather.

2.5 Kirklees Council (“The Service”) will make a judgement on the weather conditions by ensuring they are checking the localised areas staff are working in, whilst following Met Office guidance.

### **3. Service agreement**

3.1 Kirklees Council (“The Service”) will continue to work in extreme weather conditions where it is safe to do so.

3.2 Kirklees Council (“The Service”) will assess the weather conditions regularly to ensure safety for the staff and the public.

3.3 Kirklees Council (“The Service”) will communicate disruption to services due to extreme weather on our social media platforms and our website.

### **4. Requirements**

4.1 Kirklees Council (“The Service”) will require access to extreme weather reports from the Met Office.

4.2 Kirklees Council (“The Service”) will require an adequate stock of weather-appropriate PPE.

### **5. What we cannot do**

6.1 Kirklees Council (“The Service”) will not operate services in extreme weather conditions where it is unsafe to do so.

6.2 Kirklees Council (“The Service”) cannot guarantee collection of missed bins due to extreme weather and will prioritise the domestic grey bins over all other collections.

**6. What we will do when things go wrong.**

7.1 Kirklees Council (“The Service”) may have to suspend services in extreme weather conditions and will communicate this with residents and arrange to catch up on the missed collections through prioritisation.

7.2 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Bulky waste**

### **1. Overview of agreement**

- 1.1 Kirklees Council (“The Service”) will provide a bulky waste collection service to residents (“The Users”) who book and pay for the collection, unless otherwise stated through the assisted collection service. This service is available to collect large items, electrical items and garden waste.
- 1.2 This agreement should be read in conjunction with the Bulky Waste collection terms and conditions.

### **2. Responsibility**

- 2.1 Kirklees Council (“The Service”) is responsible for the administration and collection of booked bulky waste items.
- 2.2 The residents (“The Users”) are responsible for ensuring the agreed items are presented where indicated on the booking form prior to the collection.

### **3. Service agreement**

- 3.1 Kirklees Council (“The Service”) will undertake collections Monday to Friday, which is subject to change based on extenuating circumstances or service change.
- 3.2 Kirklees Council (“The Service”) will only collect items booked and paid for by the user.
- 3.3 Where the collection is not possible due to unforeseen circumstances Kirklees Council (“The Service”) will ensure that the items are collected as soon as possible.

3.4 Where Kirklees Council (“The Service”) cannot honour a booked bulky collection due to unforeseen circumstances the user will have the option of a refund or to have the collection rebooked for as soon as is reasonably practicable.

#### **4. Requirements**

4.1 The residents (“The Users”) are responsible for ensuring that the items booked for collection are presented no later than 7 am on the scheduled collection day.

4.2 The residents (“The Users”) are responsible for ensuring that the items booked for collection are clearly visible, easily accessible and free standing.

4.3 The maximum order for small electrical and standard bulky waste items is six.

4.4 The maximum order for white goods is one.

4.5 Where The residents (“The Users”) fail to present the bulky items booked for collection on the scheduled day no refund will be issued.

4.6 The residents (“The Users”) must ensure that every effort is made to keep the items booked for collection dry.

4.7 The residents (“The Users”) must ensure items are empty.

#### **5. Financial**

5.1 Costing for the bulky waste service will be reviewed and updated through governance processes by Kirklees Council (“The Service”).

#### **6. What we cannot do**

- 6.1 Kirklees Council ("The Service") cannot enter properties, outhouses, sheds, or garages.
- 6.2 Kirklees Council ("The Service") do not collect bulky items from back gardens unless there is proper vehicle access.
- 6.3 Kirklees Council ("The Service") cannot collect items that have not been booked and paid for.
- 6.4 Kirklees Council ("The Service") cannot collect items that are too heavy to be carried by 2 people.
- 6.5 Kirklees Council ("The Service") cannot collect items that are not free-standing and easily accessible.
- 6.6 Kirklees Council ("The Service") cannot return for unrepresented booked bulky waste items.
- 6.7 Kirklees Council ("The Service") will not issue a refund if the items are collected by a third party prior to the service arriving at the property to carry out the booked collection.
- 6.8 Kirklees Council ("The Service") will not collect booked bulky waste items from a commercial property. A commercial property is classed as a property used for business activities that does not pay residential council tax and is subject to business rates
- 6.9 Kirklees Council ("The Service") will not negotiate in disputes between third parties.
- 6.10 Strike action can cause severe disruption to the resident ("The Users"), however, Kirklees Council ("The Service") are unable to operate collection services

during periods of strike action and is not allowed to return to collect these missed collections.

## **7. What we will do when things go wrong**

7.1 In the event Kirklees Council (“The Service”) cannot access a street, The Service will reattempt the collection until this is complete, this will include blocked access by other vehicles, severe weather conditions such as snow and ice or operational issues The Service may experience.

7.2 Kirklees Council (“The Service”) will aim to return for individual missed booked bulky waste items that have not been logged as unrepresented or too heavy to be carried by 2 people as soon as possible.

7.3 Any operational issues will be communicated to the residents (“The Users”) via phone or email.

7.4 The residents (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## **Financial processes**

### **1. Overview of agreement**

1.1 Kirklees Council (“The Service”) will provide financial processes to residents (“The Users”) who need to pay for any services provided by the Waste Service.

### **2. Responsibility**

2.1 Kirklees Council (“The Service”) is responsible for ensuring the current charges are reviewed annually and agreed upon via governance processes before implementation.

2.2 Kirklees Council (“The Service”) will be responsible for all price changes.

### **3. Service agreement**

3.1 Kirklees Council (“The Service”) will ensure that all agreements for any chargeable service are agreed upon with time frames communicated clearly available to the public prior to the implementation date where dictated by law.

3.2 Where necessary, Kirklees Council (“The Service”) will ensure it has considered the current socio-economic climate and the effect these increases may have on its service users through the integrated impact assessment process.

3.3 Kirklees Council (“The Service”) will ensure that any discounts required through the Kirklees passport systems are applied at the checkout and advertised prior to purchase where applicable.

3.4 Kirklees Council (“The Service”) will ensure payments are taken on a secure system and data will be confidential.

3.5 Kirklees Council (“The Service”) will communicate any upcoming direct debit charges as per the direct debit agreement.

#### **4. Requirements**

4.1 The residents (“The Users”) are responsible for reading all terms and conditions, as well as cost information.

4.2 The residents (“The Users”) will be responsible for ensuring they have paid for the services they require prior to these being provided.

4.3 All payments must be made using a credit or debit card to Kirklees Council (“The Service”).

#### **5. Financial**

5.1 Kirklees Council (“The Service”) will ensure all payment systems are secure and compliant.

5.2 Kirklees Council (“The Service”) will ensure they are following the financial conduct authority’s rules and regulations surrounding payments and direct debits.

#### **6. What we cannot do**

6.1 Kirklees Council (“The Service”) are unable to reduce the charges to meet customer needs.

6.2 Kirklees Council (“The Service”) are unable to refund any charges where Kirklees Council (“The Service”) have attempted to provide The Service or the request has been cancelled by the residents (“The Users”).

## **7. What we will do when things go wrong**

7.1 Kirklees Council (“The Service”) will investigate any issues and ensure these are corrected as soon as possible.

7.2 Kirklees Council (“The Service”) will communicate with the residents (“The Users”) the reasons behind the issues and what actions have been taken to rectify this.

7.3 Kirklees Council (“The Service”) will report any failures or breaches to the Information Governance team.

7.4 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.

## Household Waste Recycling Centres

### 1. Overview of agreement

1.1 Kirklees Council (“The Service”) will provide Household Waste Recycling Centres (HWRCs) within the district for residents (“The Users”).

1.2 This agreement should be read in conjunction with the HWRC permit terms and conditions and the Bookable DIY waste terms and conditions.

### 2. Responsibility

2.1 Kirklees Council (“The Service”) is responsible for the provision of HWRCs.

2.2 SUEZ (“The Operator”) is responsible for day-to-day management and operation of the HWRCs.

### 3. Service agreement

3.1 Kirklees Council (“The Service”) will provide vehicular access to permitted vehicles within the opening hours advertised on our website.

3.2 Kirklees Council (“The Service”) and SUEZ (“The Operator”) will ensure that HWRCs meet health and safety conditions.

3.3 Kirklees Council (“The Service”) will administer HWRC permits for residents of Kirklees via the website and Kirklees Direct.

3.4 Kirklees Council (“The Service”) will administer the DIY booking system via the website and Kirklees Direct.

3.5 Kirklees Council (“The Service”) will communicate all opening hours and closures, where possible, via the website and social media.

3.6 Kirklees Council (“The Service”) will list all accepted materials, and any restrictions, via the website.

#### **4. Resident Requirements**

4.1 The resident (“The Users”) is responsible for obtaining and renewing the HWRC permit.

4.2 The resident (“The Users”) is responsible for ensuring only correct items are taken to the HWRCs.

4.3 The resident (“The Users”) is responsible for booking their DIY waste slot.

4.4 The resident (“The Users”) must ensure they arrive at the site in good time prior to closure to allow access to the site prior to closure.

#### **5. What we cannot do**

5.1 Kirklees Council (“The Service”) nor SUEZ (“The Operator”) will not allow residents to dispose of any waste arisings from any trade activities (full list can be found on the website).

5.2 Kirklees Council (“The Service”) nor SUEZ (“The Operator”) will not allow residents to access the site on foot or any other mode of transport than a permitted vehicle.

5.3 Kirklees Council (“The Service”) nor SUEZ (“The Operator”) will not allow residents without a valid HWRC permit to access the site.

5.4 Kirklees Council (“The Service”) nor SUEZ (“The Operator”) will not allow residents without a booked DIY waste disposal slot to dispose of waste in this category during their visit.

## **6. What we will do when things go wrong**

6.1 Kirklees Council (“The Service”) will communicate any operational issues to users via our website, Kirklees Direct and social media.

6.2 The resident (“The Users”) can use the corporate standard complaints procedure to complain about service issues they receive.