

# Report to Cabinet

**16 November 2022**

<b>Subject:</b>	Review of Garden Waste Collection
<b>Cabinet Member:</b>	Cabinet Member for Environment Cabinet Member Zahoor Ahmed
<b>Director:</b>	Director of Borough Economy Alice Davey
<b>Key Decision:</b>	Yes Income over £1m
<b>Contact Officer:</b>	Interim Service Manager Waste & Fleet Larry Wolfe <a href="mailto:Larry1_wolfe@sandwell.gov.uk">Larry1_wolfe@sandwell.gov.uk</a>

## 1 Recommendations

- 1.1 That the Director of Borough Economy be authorised to instruct Serco to establish a subscribed chargeable garden waste collection scheme, targeting implementation for the 2023 season.
- 1.2 That a Contract Variation in accordance with Part 4 Schedule 21 (Change Protocol) be initiated to effect the necessary change and adjustment to the Unitary Charge.
- 1.3 That the Council be recommended to approve the fee for the collection of Garden Waste of £35 for 2023 (or part).
- 1.4 That the Director of Borough Economy be authorised to make operational arrangements for the implementation of garden waste subscription sales.









## 2 Reasons for Recommendations

- 2.1 The introduction of a subscribed garden waste collection service removes any disproportionality associated with a universal non-statutory service, provided free of charge that a significant number of residents are currently not accessing.
- 2.2. Charged for garden waste collections are an example of local authorities adapting to increased pressure on public sector funding through the directed provision of charged-for services to those that choose to receive a service.
- 2.3 Charging for the service will mean garden waste is only collected from households actively subscribing and using the service, reducing the number of unnecessary journeys made by waste collection vehicles, the reduction in the number of vehicles and the potential to deploy smaller vehicles. Modelling indicates that – based on the recommended Option 3 – the collection fleet could be reduced from 8 vehicles to 4. This will reduce carbon emissions and save an estimated £800,000 per year.
- 2.4 The estimated income generated from subscription fees is in the region of £1.5m, based on around one third of households initially subscribing.
- 2.5 Residents do not need to be supplied with a garden waste bin or to purchase a bin, as these are already in place. Set up costs will include provision to remove and store existing bins for residents not wishing to take up the charged for service and requesting their bin be uplifted.
- 2.6 There is potential opportunity to significantly encourage home composting – particularly for those residents who only produce smaller amounts of garden waste. Home composting is the most sustainable means of disposing of domestic garden waste.
- 2.7 In the future, the subscription could be enhanced to include access to an incentive scheme which enables subscribers to redeem rewards, for recycling. Points awarded may be redeemed for discounts at local retail outlets, passes to recreation facilities and events etc.



### 3 How does this deliver objectives of the Corporate Plan?

	Best start in life for children and young people A well maintained and regular garden waste collection service encourages a safe environment for children and young people and a place for recreation and to socialise.
	People live well and age well Efficient garden waste collection will help improve the natural environment and encourage regular gardening – a popular physical activity, especially among older people.
	Strong resilient communities Stronger incentive for households that produce a smaller amount of garden waste to buy a compost bin ( <a href="http://www.sandwell.gov.uk/composting">www.sandwell.gov.uk/composting</a> ), which is a more sustainable alternative than collecting garden waste. Also, there may be potential access to reward schemes for recycling.
	Quality homes in thriving neighbourhoods An effective garden waste service will support and encourage gardening and the positive presentation of houses and localities.
	A strong and inclusive economy The contract includes local companies and workers, giving them the opportunity to supply goods and services. Subscribed garden waste injects much needed income to reinvest in Council services.
	A connected and accessible Sandwell A streamlined regular garden waste collection service with smart technology enabling tracking of containers and communication with customers and reducing volumes of missed collections.

### 4 Context and Key Issues

4.1 Through its contractor Serco, Sandwell Council provides a kerbside garden waste collection service as follows:

- 120,000 households.
- free of charge to residents
- operates 9 months of the year March to November
- 240 litre green wheeled bin



- fortnightly collection

- 4.2 Tonnage collected at the kerbside is approximately 12,500 tonnes (2021/22). 540 tonnes of garden waste were also received at the Council's Household Recycling Centre (HRC) at Shidas Lane, Oldbury in 2021/22.
- 4.3 Based on 120,000 households each getting 19 collections a year, kerbside collection currently equates to an average of only 5.5kg per bin collection, which means the typical bin is less than half full when emptied.
- 4.4 Households that produce a smaller amount of garden waste are encouraged to compost, with the option to purchase a compost bin from Get Composting - [www.sandwell.gov.uk/composting](http://www.sandwell.gov.uk/composting) providing compost bins at competitive prices to local authorities (currently 330l £28.50 or 220l £25.00). Composting is a more sustainable alternative than the Council repeatedly collecting very small quantities of garden waste.

## 5. Information

- 5.1 Based on the Defra Consultation (May 2021), approximately 98% of local authorities in England provide a garden waste collection service.
- 5.2 The Environment Act 2021 contains reference to garden waste as one of six recyclable streams to be collected from households, and like food waste, garden waste should be collected separately from other household waste and recyclable streams. The Act is currently anticipated to be fully implemented by 2024/25. An exception to this is collecting garden waste commingled with food waste, where separate food waste collection is not technically or economically practicable. In Sandwell the collection of mixed garden waste with food waste is not a recommended option at present.
- 5.3 Defra currently has a 'Consultation on Consistency in Household and Business Recycling in England' in progress. The consultation suggests a minimum free of charge service for which the cost of this additional statutory duty would be funded through the New Burdens funding. It has been noted that a free scheme would result in a significant loss of income for many local authorities who operate paid for schemes. Responses to this consultation have not yet been published.



- 5.4 Schedule 1 paragraph 4 of the Controlled Waste (England and Wales) Regulations 2012 allows local authorities to charge for the collection of garden waste. Over 65% of Councils across England now have a paid for garden waste service which includes 7 out of 29 West Midlands Councils. A survey of Local Authority Chief Executives suggested financial pressures on Councils have contributed to introducing charges for services which includes garden waste.
- 5.5 Research by the Local Authority Recycling Advisory Committee (LARAC) identified the national average charge as £43, with 60% of Councils' annual fees between £40 and £60. Only 13% of councils are charging subscription fees above £60; these Councils were mostly SE England and London highlighting the correlation between subscription fee and regional cost for providing the service.
- 5.6 The fees charged across West Midlands local authorities are set out in Appendix 1, showing an average annual fee of £38 across all West Midlands Authorities. In terms of the Black Country Authorities Wolverhampton is charging £38 for garden waste collection with Dudley recently reverting to a free service and Walsall not currently levying a charge.
- 5.7 A change of service of this nature will require an operational implementation plan to be developed with Serco, plus the development and delivery of a structured partnership communication plan.
- 5.8 The Waste and Resources Action Programme (WRAP) has also undertaken several unpublished studies on garden waste collections performance. The most recent analysis showed that the introduction of charges to existing (previously free) garden waste collection was likely to result in the reduction in recycling yields by c.25%, down from 144kg per household per year to 106kg per household per year (+/- 26 kg within a 95% confidence interval). There would also be a shift of green waste to the HRC, some to residual waste, with some to home composting. There will be a reduction in the municipal waste recycling rate due to the reduction in garden waste collected. This will require a review of the Serco contract recycling target.
- 5.9 The garden waste collection service is seasonal, starting in the spring growing season. To support timely operational implementation,





alongside comprehensive communications with residents in time for the 2023 service, an urgent start to implementation will be required.

## 6 Alternative Options

6.1 The options considered for a garden waste collection service are set out in the Table 1 below

Table 1: Options and Risk Assessment

	<b>Option</b>	<b>Risk and Opportunity</b>
1	<p><u>Continue with current free of charge service</u></p> <p>This is the do-nothing option for which the tonnage collected would be at a similar level to current at circa 12,500 tonnes from 120,000 properties. Costs for providing the service are included in the Waste Services Contract with Serco, which includes collection treatment and processing.</p> <p><b>Not recommended</b></p>	<p>Maintains current tonnages of garden waste and would not impact on recycling performance.</p> <p>Maintains the current inefficiency of large diesel vehicles regularly collecting small amounts of garden waste from households.</p> <p>Disproportionality where residents are subsidising a service they may not need or want.</p> <p>No savings delivered</p>
2	<p><u>Continue with current free of charge service but change collection frequency to 4-weekly</u></p> <p>This involves continuation of a free service with a reduction in collection frequency from fortnightly to 4-weekly (40 weeks – March to November).</p>	<p>Maintains a free of charge collection service.</p> <p>Disproportionality where residents are subsidising a service they may not need or want.</p> <p>Defra consultation suggests minimum fortnightly collection.</p>



	<p>Costs for providing the service are included in the Waste Services Contract with Serco, which includes collection treatment and processing.</p> <p><b>Not recommended</b></p>	<p>May introduce undesired behaviour in residents, compressing contents to fit a 4-weekly service.</p> <p>Savings from reduction in fleet / potential to reduce Serco's unitary charge – estimated in the region of £400k.</p> <p>No income from service</p>
3	<p><u>Introduce a subscribed paid service</u></p> <p>Charged garden waste service with an annual subscription fee for each subscriber. Suggested fees are £35 per subscription.</p> <p>Subscribers would be issued with a sticker containing a barcode or bin chip. Each subscriber would also have their green garden waste bin lid changed to a brown lid for ease of differentiation from non-paying customers.</p> <p>Additional bins will be provided at the same subscription rate of £35 as an additional subscription.</p> <p>Scheme administration to be with Contractor with joint promotion between Council and Contractor.</p>	<p>Removes disproportionality providing service only to those who want it and are prepared to pay for it.</p> <p>Likely to attract negative publicity.</p> <p>Gross income generated from subscription fees of circa £1.5m. Residents also do not need to be supplied or purchase a bin.</p> <p>Potential for reduced recycling performance due to opting out of service. May result in increased residual tonnages from garden waste added to residual bin.</p> <p>Likely increase in the number of missed bin collections reported and as such additional collections/ journeys required to be made.</p>



	<p>Proposed months of delivery of service April to December (currently March to end of Nov).</p> <p>Standard bin size 240L with options for smaller bin sizes and biodegradable reusable sacks (180L) to address mobility and access issues.</p> <p><b>Recommended choice</b></p>	<p>Opportunity for residents to access future potential reward scheme</p> <p>Likely to increase use of and tonnage collected at Shidas Lane HRC</p> <p>Encourages waste minimisation through home composting.</p> <p>Introduces process of retrieving unwanted bins.</p> <p>Growth of new customers.</p> <p>Sacks address accessibility issues for crews e.g. steps</p>
4.	<p><u>Place all garden waste properties on monthly frequency and offer premium fortnightly subscribed service.</u></p> <p>This option involves moving all properties onto a 4-weekly free of charge collection frequency (as option 2) and offering a 2-weekly 'premium' collection service which would include an annual subscription fee for each subscriber (as option 3). Suggested fees are £35 per premium subscription.</p> <p>Subscribers would be issued with a sticker containing a barcode (or bin chip). Each subscriber would</p>	<p>Continues free of charge collection service but on 4-weekly collection frequency. Premium service offering fortnightly collection and access to reward scheme.</p> <p>Confusing "mixed" scheme. Research has indicated no other councils operating such a service.</p> <p>Gross income generated from subscription fees will be substantially less. Most residents will likely try to manage with 4-weekly free option.</p>





<p>also have their green garden waste bin lid changed to a brown lid for ease of differentiation from non-paying customers.</p> <p>Additional bins will be provided to premium service subscribers only and at the same subscription rate of £35.</p> <p>Scheme administration to be through Serco with joint promotion between Council and Contractor.</p> <p>Proposed months of delivery of premium service April to January (currently March to end of Nov) to consider Christmas tree collections. Future option to introduce for subscribers a choice of bin size in addition to standard 240L containers. To smaller bin (180L) at same subscription fee.</p> <p>A variation would be to include a fee for reusable or biodegradable sacks at a minimum charge.</p> <p><b>Not recommended</b></p>	<p>Fleet savings will also be substantially reduced.</p> <p>Container costs reduced by changing bin lid only for paid subscribers. Option to fit chip on bins to track tonnages.</p> <p>Ameliorates potential for reduced recycling performance and garden waste added to residual bin due to all properties receiving a garden waste collection.</p> <p>Eliminates having to collect unwanted garden waste bins re option 3.</p> <p>Encourages waste minimisation through home composting.</p> <p>Opportunity to encourage customers to switch to premium service.</p> <p>Likely to attract less negative publicity as garden waste service is provided to all properties.</p> <p>May introduce undesired behaviour in residents compressing contents to fit 4 weekly service</p> <p>Sacks address accessibility issues for crews e.g., steps.</p>
---	---



## 7 Financial and Contractual Information

### Financial Modelling

7.1 Budget Expenditure and Income associated with Options 2, 3 and 4 is set out below.

Table 2: Options Cost Assessment

	Option 2	Option 3	Option 4
Households		120,000	120,000
Subscription rate		35%	10%
Subscription fee		-£35	-£35
Subscription income		-£1,470,000	-£420,000
Additional bins		220	220
Additional bins income		-£7,700	-£7,700
Income Sub-total		-£1,477,700	-£427,700
Sticker costs (unit)		£1.05	£1.05
Sticker costs		£44,100	£12,600
Administration		£25,000	£25,000
Fleet Savings	-£400,000	-£800,000	-£200,000
Sub-total Expenditure	-£400,000	-£730,900	-£162,400
<b>Revenue savings</b>	<b>-£400,000</b>	<b>-£2,208,600</b>	<b>-£590,100</b>
Set up costs/promotion		£5,000	£5,000
Bin lid exchange		£240,000	£80,000
Bin uplift		£200,000	£0
One off implementation cost		<b>£445,000</b>	<b>£85,000</b>

### Assumptions

7.2 Bin collection reporting for a paid service will require a greater responsibility on the Contractor (Serco), which would be set out in standard Terms & Conditions (Appendix 2).

### Contractual

7.3 In accordance with Part VIII of the Project Agreement Change and Change in Law there would need to be a Contract Variation to accommodate the impact in value on the Unitary Charge. This would be actioned under Schedule 21, Change Protocol the proposed changes would be initiated under Part 4 – high value changes where:

a) the change is likely to cost more than £200,000 to implement; or



- b) requires an adjustment to the Unitary Charge that is greater than 2% of the Maximum Annual Unitary Charge.

## 8 Implications

<b>Resources:</b>	The Garden Waste collection scheme will be administered by the Council Contractor Serco, who also deliver the service.
<b>Legal and Governance:</b>	The Environmental Protection Act 1990 Section 46 provides that household waste shall be collected without charge except in cases prescribed by Regulations made by the Secretary of State. These Regulations include the Controlled Waste Regulations 2012 which lists types of household waste for which a charge for collection can be made. Garden waste is listed under Schedule 1 paragraph 4.
<b>Risk:</b>	The corporate risk management strategy has been complied with to identify the risks associated with the recommendation being sought. The suggested subscription fees have been benchmarked against other West Midlands Councils. There are also no identified risks around the Serco contract. Another risk is associated with the outcome of the Defra consultation in which one of the proposals was for a free service. There is however strong opposition from the LGA and Councils to this proposal.
<b>Equality:</b>	The recommendations in this report have no negative equality and diversity implications
<b>Health and Wellbeing:</b>	The contract delivers key services for the residents of Sandwell Borough which contribute to their health and wellbeing. These include street-scene management (collection and cleansing) and education awareness of sustainable waste practices.
<b>Social Value</b>	The recommendations contained in this report are in alignment with the Council's social value policy and provides value for money in terms of generating benefits to society and the economy e.g. employment and skills, health and wellbeing, whilst minimising the impact to the environment. Plus, access to potential reward schemes if offered
<b>Climate change</b>	The proposed option will significantly reduce carbon emissions, with fewer, (potentially smaller) refuse



	collection vehicles travelling fewer miles. There is a risk that charging reduces the amount of waste recycled, however all of Sandwell's refuse now goes to energy from waste plants, with none to landfill, substantially reducing the carbon impact of disposing of refuse.
--	--

## 9. Appendices

1. Benchmarking West Midlands Garden Waste Schemes
2. Suggested Terms and Conditions SMBC Garden Waste
3. Schedule 1 Controlled Waste Regulations

## 10. Background Papers

Consultation on Consistency in Household Waste Collection Defra 2021



## Appendix 1 Benchmarking Charged Garden Waste West Midlands Authorities

Local Authority	Households on scheme	Container	Period	Frequency	Annual Subs Fee	Service Provider
Wyre Forest District Council	2200	Wheeled bin 240 and 140	March to Dec	Fortnightly	£55 and £38	Waste Management Company
Wychavon District Council	11777	Wheeled bin 240 litres	March to Dec	Fortnightly	£51	Waste Management Company
Worcester City Council	4770	Wheeled bin 181-240 litres	March to Dec	Fortnightly	£64	DSO / in house
Malvern Hills District Council	2500	Wheeled bin 181-240 litres	All year	Fortnightly	£80	DSO / in house
Herefordshire Council	82935	Non-reusable Sack	28/02 to 04/12	Weekly	£4.95 for 5	Waste Management Company
Bromsgrove District Council	17000	Wheeled bin 181-240 litres	March to Dec	Fortnightly	£46	DSO / in house
Stoke on Trent City Council	88231	Wheeled bin 181-240 litres	Apr to Nov	Fortnightly	£15	DSO / in house
Tamworth Borough Council	30405	Wheeled bin 181-240 litres	23 weeks	Fortnightly	£36	DSO / in house
Stafford Borough Council	54300	Wheeled bin 181-240 litres	All year	Fortnightly	£36	Waste Management Company
South Staffordshire District Council	40000	Wheeled bin 181-240 litres	All year	Fortnightly	£1.82 or £47 p.a.	Waste Management Company
Newcastle-under-Lyme Borough Council	48429	Wheeled bin 181-240 litres	All year	Fortnightly	£36	DSO / in house
Lichfield District Council	43106	Wheeled bin 181-240 litres	23 weeks	Fortnightly	£36	DSO / in house
Warwick District Council	48084	Wheeled bin 181-240 litres	March- Aug	Fortnightly	£20	Waste Management Company
Stratford-on-Avon District Council	54580	Reusable Sack, Wheeled bin 181-240 litres	All year	Fortnightly	£42	Waste Management Company
Rugby Borough Council	41010	Wheeled bin 181-240 litres	All year	Fortnightly	£40	DSO / in house
Nuneaton and Bedworth Borough Council	53822	Wheeled bin 181-240 litres	Feb to Jan	Fortnightly	£40	DSO / in house
North Warwickshire Borough Council	25113	Wheeled bin 181-240 litres	All year	Fortnightly	£40	Waste Management Company
Wolverhampton City Council	98000	Wheeled bin >240 litres	Feb to Dec	Fortnightly	£38	Waste Management Company
Dudley Metropolitan District Council	114830	Reusable Sack, Wheeled bin 181-240 litres	March to Oct	Fortnightly	£0	DSO / in house
Walsall	93556	Wheeled bin 181-240 litres	April to November	Fortnightly	£0	DSO / in house
Sandwell MBC	120000	Wheeled bin 181-240 litres	March to November	Fortnightly	£0	Waste Management Company
Birmingham City Council	360000	Non-reusable Sack	March to Dec	Fortnightly	£30	DSO / in house
Average subscription Fee					£38	





## Appendix 2: Generic Terms & Conditions

### Terms and Conditions- Garden Waste Service

1. This agreement is made between the resident ('the Customer') and ('the Council') of and sets out the Terms and Conditions under which the Customer may use the Council's garden waste fortnightly collection Service ('the Service').
2. Collections for the Service will run for 40 weeks from March to December and will be available only to customers who have subscribed for the Service in advance. The Service will be suspended for 12 weeks over the winter period each year.
3. The Council will not provide a free garden waste collection service from March 2023.
4. Customer subscriptions are renewable annually and only customers who have paid their subscription in advance are eligible to receive the Service.
5. The subscription consists of an annual charge to the Customer which is set by the Council for the period  
March to December each year. The cost of the Service is determined by the Council on an annual basis.
6. Garden waste containers will be in the form of wheeled bin(s) 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 wheeled bin(s) remain the property of the Council at all times.
7. The Council accepts no liability for the containers used for any other purpose other than for the collection of household garden waste. Misused wheeled bin(s) may be removed by the Council.
8. On termination of the Customer's right to receive the Service (however such termination occurred) the Council reserves the right to remove the bin(s) from the Customer's property.
9. The Council reserves the right to stop taking orders for the garden waste Service at any time within the Service year.

### Refunds

9. Refunds for the Service will only be considered where there has been a complete Service failure as detailed below:
  - a. If the Council fails to deliver a garden waste container 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 bin within 6 weeks of the date on which the Council reported that they had damaged a bin; or



c.If the Council fail to rectify a reported missed collection of garden waste on 3 consecutive cycles. The Customer must report a missed collection on each occasion and within 3 working days of each scheduled collection date. Missed collections can only be reported via or by **contacting the Contact Centre on**. A reported missed collection will be considered rectified if it is collected within 2 working days of being reported by the Customer.

10. For the avoidance of doubt, in the event that the Customer independently arranges for collection of garden waste where there have been missed collections, the Council will not be responsible for any third-party costs or any costs incurred by the Customer.

11. In the event that the Customer does not use the Service for any part of the subscription year for whatever reason, including but not limited to death, being away on holiday or being away from home for whatever reason, the Customer will not receive a refund for that period. Refunds for the service will only be considered under this Clause 9 (a) – (c).

12. If a refund event under this clause 9 occurs, the Customer shall make a claim within 3 months from the end date of the annual subscription being 31st December. For the avoidance of doubt the final date to make a claim for a refund will be 31st March.

## Ownership

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

## Capacity of Wheelie Bins

14. The Service will provide a standard size 240 litre wheeled bin in order to enable garden waste collections.

15. Residents who have larger gardens may subscribe to receive multiple wheeled bins, each payable at the annual charge as set out by the Council.

## Presentation of Wheeled Bins for Collection

16. In using the Service, the Customer accepts that:

a. They may only use the designated paid for wheeled bins provided by the Council for the collection of garden waste. The wheeled bin(s) must be displayed and presented in accordance with clause 16(b) and clauses 19-22 of these Terms and Conditions. The Council will not collect garden waste presented by any other method.

b. The wheeled bin must display the subscription sticker that is issued by the Council upon payment of the annual charge. It is the responsibility of the Customer to display the subscription sticker on the wheelie bin. The subscription sticker must be displayed underneath the handle on the body of the wheelie bin. It must be presented in accordance with clause 19-23 of this agreement and positioned so that the subscription sticker is visible from the roadside.



17. Customers may use the Service for the collection of all items of household garden waste. Any waste or matter not specified on the website will be deemed as non-permitted waste. The Customer is not permitted to use the Service for the collection of non-permitted waste. If non permitted waste is presented for collection using the Service, it will not be collected.

18. If, at a given property, persistent non-compliance in accordance with the Service specification occurs, i.e. repeated instances of attempts to use the Service for the collection of non-permitted waste, the Council will, if necessary, consider taking enforcement action and/ or withdrawing the Service without any refund.

19. Wheeled bin(s) shall be presented, unless otherwise directed, on the backline of the pavement (i.e. at the edge of the property) at the front of the house and presented in accordance with the provisions stated at clauses 16b and 20 of these Terms and Conditions.

20. Wheeled bins shall not be left in the middle of a pavement where they cause an obstruction to pedestrians or at the kerbside of the pavement where they may cause an obstruction to road users. They must be placed on the pavement outside of any gate, fence, hedge etc. and presented in accordance with the provisions stated at clause 16 of these Terms and Conditions.

21. Where several households share an alleyway (to the rear of the property for example) wheeled bins must be presented at the back of the pavement near the end of the alleyway, taking care not to block the alleyway.

22. Wheeled bins must be presented on their scheduled collection day by 6.00 am (or no earlier than 3.30pm the day before) and then, retrieved by the Customer as soon as possible after collection. If the wheeled bins are not presented properly and in accordance with clause 16 (b) and Clause 19-22 on their scheduled times on the day of collection, the wheeled bins cannot be reported as missed and will not be considered a missed collection for the purpose of Clause 9.

23. The Council reserves the right to alter the collection day or collection season and will endeavour to provide adequate notice to householders that would be affected by the alteration. The Council shall use reasonable endeavours to complete its performance of the Service in the times agreed. Time will not be of the essence in the performance of the Service.

24. Lids of wheeled bin(s) containing garden waste must be fully closed. The Council reserves the right not to empty bins when the lids are not fully closed as this may cause damage to the lids whilst being mechanically emptied. The bin(s) containing the garden waste must not be compacted too densely that the bin(s) is unable to be emptied. If the bin(s) are compacted too densely, the Council reserves the right not to empty the bin. If the householder persistently does not comply with the requirements contained in this clause, the council reserves the right to remove the container and cancel the Service, without refund.

25. The Council reserves the right not to empty/ collect any bin that in its reasonable opinion poses a health and safety risk to operatives, and may require the Customer to take steps to reduce the risk to operatives before any further attempt to empty/ collect is undertaken.



## Customer Obligations

26. Throughout the subscription period, the Customer shall be responsible for the safekeeping of the wheeled bin(s) provided, the cleanliness of the bin(s) and the cleanliness of the site around the bin(s).
27. The Customer will be responsible for any loss (including theft) or damage to the containers, and will be required to pay the Council a pre agreed cost which will include the cost of the bin, delivery and admin costs arising from any such loss, theft or damage.
28. Only containers that are damaged through the fault of the Council and reported as such will be replaced by the Council at the Council's cost.
29. If the Customer decides not to pay for a replacement container they will be unable to present garden waste for collection and by default, choose to opt out of the Service. They will not, however, receive a refund.
30. The Council reserves the right to vary the charges and any of these Terms and Conditions at any time giving reasonable notice.

## Events Outside the Council's Control

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

## Sub-Contracting

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



## Customers right to cancel the Service

35. If purchasing the Service for the first time, the Customer has 14 calendar days from the day after the date the Customer first receives a wheeled bin to cancel the Service, notice of which must be made by going online at or telephoning.

36. If the Customer is renewing the Service for the new garden waste collection season, the customer has 14 calendar days from the day after they pay for the Service , to cancel the Service , notice of which must be made by going online at or telephoning.

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

## Contact

38. To contact the Council in respect of any queries, issues, complaints relating to this Service, please visit our website at [www.sandwell.gov.uk/composting](http://www.sandwell.gov.uk/composting) or telephone 0

## Privacy Notice

39. The Council will process any personal data in accordance with the Council's corporate privacy policy, which can be found at [www.sandwell](http://www.sandwell)

## Radio Frequency Identification (RFID)

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

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





## Appendix 3 Controlled Waste Regulations (England and Wales) 2012

### Collection and disposal charges

#### Collection and disposal charges

No.	Description of household waste	Collection charge	Disposal charge
1	Any article of waste which exceeds 25kg in weight	Yes	No, subject to entries 11 to 17
2	Any article of waste which does not fit or cannot be fitted into—  (a) a receptacle for household waste provided in accordance with section 46 of the Act; or  (b) where no such receptacle is provided, a cylindrical container 750mm in diameter and 1m in length	Yes	No, subject to entries 11 to 17
3	Garden waste	Yes	No, subject to entries 11 to 17
4	Dead domestic pets	Yes	No, subject to entries 11 to 17
5	Waste oil or grease	Yes	No, subject to entries 11 to 17
6	Asbestos	Yes	No, subject to entries 11 to 17
7	Waste which may not be put into a receptacle provided under section 46 of the Act because of a notice served under that section	Yes	No, subject to entries 11 to 17
8	Waste from premises used wholly or mainly for public meetings	Yes	No
9	Clinical waste and offensive waste produced at a domestic property, a caravan or a vehicle or vessel used wholly for the purposes of living accommodation	Yes	No
10	Waste from a residential hostel which provides accommodation only to persons with no other permanent address or who are unable to live at their permanent address	Yes	No
11	Waste from a charity shop selling donated goods originating from domestic property	Yes	Yes, but only to the extent that the waste originated from non-domestic property



No.	Description of household waste	Collection charge	Disposal charge
12	Waste from premises occupied by— (a) a community interest company (being a company which is registered as such with the registrar of companies), or (b) a charity or other not for profit body, which collects goods for re-use or waste to prepare for re-use from domestic property	Yes	Yes, but only to the extent that the waste originated from non-domestic property
13	Litter and refuse collected under section 89(1)(f) of the Act	Yes	Yes
14	Waste from a residential home or land belonging to or wholly or mainly used in connection with a residential home	Yes	Yes
15	Waste from premises forming part of a university, school or other educational establishment	Yes	In Wales: yes  In England: yes, subject to paragraph 4(8)
16	Waste from premises forming part of a hospital or nursing home except for waste from a residential hostel forming such part which provides accommodation only to persons with no other permanent address	Yes	Yes
17	Waste from a penal institution	Yes	Yes

