

# OFFICIAL

## **Brown Bin Charge Terms and Conditions**

### **1. The Agreement**

1.1 This Agreement sets out the terms and conditions of Glasgow City Council's ("the Council") Chargeable Garden Waste Collection Service. By agreeing to pay for the service you ("the Customer") will be accepting these terms and conditions and the Council will issue a Garden Waste Permit ("the Permit").

### **2. Eligibility**

2.1 The Chargeable Garden Waste Collection Service applies to Council tax rated domestic premises only.

2.2 All domestic residents living within the Council's boundary are eligible to apply to the Chargeable Garden Waste Collection Service.

2.3 In order to access this service, the Customer is required to obtain a brown wheeled bin ("wheeled bin"). This should be obtained prior to entering this contract. You can apply for a brown bin [here](#). The Council will not be held accountable for any missed collections while the Customer waits for a wheeled bin to be delivered.

2.4 Customers must have adequate storage space for wheeled bins within the curtilage of their property and be able to accommodate wheeled bins at all times.

### **3. Wheeled Bin Presentation**

3.1 The Council shall provide to the Customer a wheeled bin for the Customer to contain their Garden Waste (including grass cuttings, leaves, bark, flowers/plants, hedge trimmings, weeds, twigs/small branches are all accepted materials in household brown bins. Food waste is also accepted within the brown bin). Further information on what can be recycled within each bin is provided on the Council website.

3.2 Wheeled bins must be presented for collection kerbside by 07.00 on the designated collection day. All wheeled bins must be presented with the lid fully closed. Wheeled bins which are overfilled and/or excessively heavy will not be uplifted.

3.3 The Council shall have no responsibility for the uplift of excess waste presented beside the wheeled bin.

3.4 Wheeled bins that are presented after 07.00, and are missed, will not be lifted by the Council until the next scheduled collection day.

3.5 Only wheeled bins supplied by or approved by the Council will be emptied by the Council.

3.6 The wheeled bin remains the property of the Council and should not be removed from the property.

3.7 The Customer is responsible for ensuring that the Permit they are issued is applied correctly to the wheeled bin, as per the instructions detailed on the reverse of the letter posted with the Permit.

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**3.8** Permits are issued detailing the individual property information; they are non-transferrable and only valid when presented at the property for which they were originally purchased.

**3.9** The Council has no obligation under this contract to empty wheeled bins where they do not comply with these conditions.

### **4. Missed Bin Collections**

**4.1** Collection errors or other conditions beyond the Council's control may result in service disruption or missed collections.

**4.2** Missed collections should be reported after 18.00 on the scheduled collection day online or by using the My Glasgow app.

**4.3** In such circumstances the Council will aim to collect as soon as is reasonably practicable and the Customer should leave their wheeled bin out at the kerbside for 48 hours after the time of normal collection and the Council will endeavour to return and empty the wheeled bin.

**4.4** If the contents of wheeled bins are not uplifted due to waste being tightly lodged, the contents will not be collected until the next scheduled collection day. The Customer must ensure that the waste is freed or dislodged before re-presenting.

**4.5** If wheeled bins are inaccessible, or the passageway is determined as having the potential to cause risk or harm to the health of Council employees, then the waste will not be collected and the Customer shall be required to ensure that the hazards are removed or conditions improved before the next scheduled collection.

### **5. Security, Cleanliness, Maintenance & Ownership of Wheeled Bins**

**5.1** The Customer is responsible for the security of their wheeled bins, and for ensuring that wheeled bins are maintained in a clean and hygienic condition.

**5.2** The Customer shall have responsibility for reporting any maintenance, including minor repairs such as broken wheels and lids.

**5.3** On request, bins that are stolen or damaged during collection will be replaced free of charge and the Permit will be re-issued.

**5.4** See the website for estimated delivery times. No refunds will be available for any collections missed while waiting for a new wheeled bin to be delivered.

### **6. Contamination of Recycling Bins or Non-Permitted Waste**

**6.1** The Council reserves the right not to lift contaminated wheeled bins or wheeled bins that are:

**6.1.1** suspected of containing incorrect materials; of excessive weight;

**6.1.2** in a dangerous condition; or

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- 6.1.3** which may be detrimental to the health and safety of its staff.
- 6.2** It shall be solely for the Council to determine if any wheeled bin meets any of the above criteria.
- 6.3** No materials, other than those specified as Garden and Food Waste by the Council, will be accepted in wheeled bins. Full details of accepted items are available on the Council's website.
- 6.4** Where wheeled bins are contaminated, the Council will attach a hanger to the wheeled bin which will detail the contamination and/or incorrect presentation.
- 6.5** The Customer shall be responsible for the waste and recycling that is contained in their wheeled bins and will be required to remove any contamination identified. Should the Customer do so, the wheeled bin will be collected on the next scheduled collection day.
- 6.6** The Council does not take any responsibility for contaminated wheeled bins and the Customer shall indemnify the Council in respect of all costs, charges, expenses and liabilities that arise out of any wheeled bin which is contaminated by the Customer (or any third party).
- 6.8** If repeated contamination of wheeled bins occurs, the Council reserves the right to withdraw the recycling service by giving immediate written notice and arranging removal of the wheeled bin. No refunds will be available for any collections missed while the service has been withdrawn.

## 7. Prices and Contract Period

- 7.1** The charging term lasts for a period of 12 months from 01 October 2023 to 30 September 2024. The contract with each Customer runs from the date of Permit purchase until the end of the charging term.
- 7.2** The annual fee is £50 per wheeled bin. No discounts or concession are available and regardless of when during the charging term the Permit is purchased the £50 annual charge will apply.
- 7.3** A valid Permit is required for each individual wheeled brown bin presented for collection.
- 7.4** The Council reserves the right to vary the charge of the service. Charges are set annually, and the Customer will be notified of any price increase as part of the annual renewal.

## 8. Registration and Payment

- 8.1** Registration and payment for the service can made by online [here](#) by credit or debit card.
- 8.2** Payments for the period 01 October 2023 to 30 September 2024 will be accepted on an ongoing basis throughout the duration of the charging term.
- 8.3** The Council will aim to deliver Permits within a maximum of 21 days.

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- 8.4 Permits will comprise a sticker to be placed on the wheeled bin(s) which details the address of the registered property as well as the expiry date of the permit. This sticker should be placed on the rear of the wheeled bin as instructed within the letter which accompanies the Permit as this will allow the collection crews to identify which households have registered for collections.
- 8.5 Collections will occur every two weeks on the scheduled uplift day as detailed in the collection calendar.
- 8.6 The Council reserves the right to alter the Customer's collection day if required; this information will be sent by direct mailing and published on the Council website.
- 8.7 The Customer will receive notice in advance of their Permit renewal date, along with details and charges payable for the following 12 month - period. To ensure continuation of service, the Customer should renew their Permit prior to the payment deadline detailed in the notice.

### **9. Shared Bins or Multiple Bins at a Specific Property**

- 9.1 If you wish to share a wheeled bin with one or more neighbours, you must agree one person who will register and pay for the collection service. It will be the responsibility of that group of neighbours to arrange their own payments among themselves and to ensure the wheeled bin is presented on the correct days.
- 9.2 There is no limit to how many wheeled bins you can register and pay for at an address. The annual charge will be applied for each wheeled bin.
- 9.3 It is your responsibility to ensure you have the correct number of wheeled bins and to order the wheeled bins from the Council if you do not already have them. There is no charge for the wheeled bins themselves. The Council reserves the right to introduce charges in the future for additional brown bins.

### **10. Change of address**

- 10.1 If the Customer moves property they will be required to purchase a new Permit for their new address unless a Permit for the new address already exists.
- 10.2 All Permits must remain with the property they are registered to.
- 10.3 The Customer shall be unable to transfer existing Permits to a new address and no refund will be issued.

### **11. Cancellation**

- 11.1 The contract can be cancelled within 14 days of purchase to receive a full refund, thereafter it can be cancelled at any time but no refunds or part refunds will be given. You must return your permit within 14 days of purchase to be eligible for a refund.

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11.2 To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement [here](#) before the cancellation period has expired.

11.3 Should the Permit have been issued prior to the cancellation notice being received, the Customer will be liable for the reasonable costs incurred for returning the Permit to the Council. Refunds will be issued on receipt of the returned Permit to the Council.

### 12. Industrial Action

12.1 In the event of cancelled or suspended garden waste collections due to industrial strike action, collections will commence on resumption of service provision. No refunds will be offered for collections missed due to industrial action.

12.2 Garden waste collections will recommence once industrial strike action has ceased. Information regarding any additional collections will be communicated via the Glasgow City Council website and social media channels.

### 13. Use of Household Waste Recycling Centres

13.1 The Customer is entitled to use the Council's Household Waste Recycling Centres to dispose of their Domestic Garden Waste free of charge.

13.2 For more information, please visit our Household Waste Recycling Centre webpage.

### 14. Service Requests, Enquiries & Complaints

14.1 For any service requests please report online [here](#) or via the My Glasgow app.

14.2 The Council is committed to providing high quality services, if something goes wrong or you are unhappy with our services, please tell us.

14.2.1 To make a complaint visit [www.glasgow.gov.uk/complaints](http://www.glasgow.gov.uk/complaints)

Complete our online enquiry form [here](#)

### 15. Additional Guidance

15.1 For the most up-to-date information, advice on cancelled recycling collections or to report a missed collection online please visit our website [here](#). Alternatively check or [twitter@GlasgowCC](https://twitter.com/GlasgowCC) for updates. We value all customer feedback and use it to help us improve our Services.