

## Norwich City Council Garden Waste Collection Service - Terms and Conditions (November 2025)

### 1. Application

- 1.1. These terms and conditions shall apply for the provision of Garden Waste Collection Services (the “**Services**”) by the Norwich City Council (the “**Council**,” “**us**,” “**we**,” “**our**” ) to you (the “**Customer**,” “**you**,” “**your**”). No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the council and the customer.
- 1.2. The Council reserves the right to make minor amendments to these terms and conditions, from time to time, to reflect legal, regulatory, and business changes and the Council shall publish the updated terms and conditions on our website. For the avoidance of doubt, all other changes will require your agreement and shall take effect from Renewal Date.

### 2. The Services

- 2.1. The garden waste collection service is offered on an annual subscription basis, valid for a period of 12 months, or part thereof, from the date on which you submit your order (the “**Commencement Date**”) and each 12-month period thereafter (the “**Subscription Period**”). Each anniversary of the Commencement Date shall be known as the “**Renewal Date**.”
- 2.2. As at the date of these terms and conditions, the service is charged at £65 for a 240-litre brown wheelie bin or £49 for a 180-litre brown wheelie bin (each one being the “**Service Charge**”).
- 2.3. The Subscription Period shall automatically renew on the Renewal Date unless terminated by the Customer giving no less than 6 weeks’ prior notice in writing to the Council.
- 2.4. The Council reserves the right to amend the Service Charge, typically on an annual basis.
- 2.5. No refunds will be issued for cancellations made partway through a Subscription Period.
- 2.6. Households may subscribe to multiple brown bins, each subject to the applicable Service Charge. Please note that subscriptions may have different Subscription Periods.
- 2.7. Upon submission of a new service request and payment, the initial collection date will be confirmed. Delivery of the bin and commencement of collections may take between three to five weeks from the date of payment. You may receive a previously used bin, which will be provided in a clean and serviceable condition.

- 2.8. If the brown bin is not received within seven days of the first scheduled collection date, the Customer must contact the Council. Refunds will not be issued if no contact is made within this timeframe.
- 2.9. Garden waste bins must be clearly marked with the property number or name to ensure identification by collection crews. Failure to do so may result in missed collections, for which no refunds will be provided.
- 2.10. If the bin is not clearly labelled with the property number or name, collection crews may not carry out a return visit, and no refund will be issued in such cases.
- 2.11. Bin size changes are not permitted during the subscription year and may only be requested at the time of annual renewal or up to [2 weeks] prior to the relevant anniversary of the Commencement Date.
- 2.12. If a different bin size is required before renewal, a separate subscription must be initiated and paid for in full at the time of request.
- 2.13. Customers requesting a change in bin size may receive a previously used bin, which will be provided in a clean and serviceable condition.
- 2.14. The Service Charge covers the garden waste collection service only. The bin remains the property of the Council. The Council reserves the right to invoice you for the full cost of lost or damaged bins, or bins not returned on the Termination of these terms and conditions.
- 2.15. In cases where the garden waste service is shared between neighbouring properties, the paying household must ensure the bin is clearly marked with their house number or name. The bin must also be presented for collection outside the paying property. Failure to comply may result in missed collections, and no return visits or refunds will be issued.

### **3. Payment Terms**

#### **3.1. Direct Debit Payments**

- 3.1.1. Existing Customers may opt to pay for the garden waste collection service via Direct Debit in advance of their Renewal Date. You will be charged Service Charge in place as at the Renewal Date. Please note that no discounts are available for Direct Debit payments.
- 3.1.2. It is the responsibility of the account holder to ensure that sufficient funds are available. In the event of an unsuccessful Direct Debit transaction, the service may be cancelled. Notification of the Direct Debit collection will be issued 20 days prior to the Renewal Date.

#### **3.2. Invoice Payments**

- 3.2.1. Customers who receive an annual invoice for the garden waste service must ensure payment is made by the specified due date to

avoid service disruption. Customers must not create a new service account at the same address during the invoice due period.

- 3.2.2. Failure to make payment by the due date will result in cancellation of the service and arrangements will be made for the collection of the brown bin. No refunds will be issued in such circumstances. Late payments may result in delays to the continuation of the service.

### 3.3. **Invoice Reference Accuracy**

- 3.3.1. Payments made using outdated or incorrect invoice numbers will not result in renewal of the service and may cause delays in collections. Customers must ensure that all payments are made using the correct and current invoice number.

### 3.4. **Non-Payment and Collection Refusal**

- 3.4.1. If a bin is presented for collection without a valid and paid subscription, a purple tag may be affixed to the bin advising the resident to make payment. The bin will not be emptied until payment has been received. Collection crews will not return to empty bins that were not serviced due to non-payment.

### 3.5. **Valid Bin Requirement**

- 3.5.1. Only garden waste bins issued by the Council and associated with an up-to-date payment will be eligible for collection.

### 3.6. **Refund Policy**

- 3.6.1. No refunds will be provided for missed collections resulting from non-compliance with these terms and conditions, including but not limited to non-payment, incorrect invoice references, or cancellation partway through the subscription year.

### 3.7. **Removal of bins for non-payment or non-renewal**

- 3.7.1. You grant the Council the right (and the contractor when authorised by the Council) to remove the bin(s) from your property in the event of non-payment for the Service.

## 4. **Collections**

### 4.1. **Presentation of Bins**

- 4.1.1. Garden waste bins must be presented for collection by 6:00 a.m. on the scheduled collection day and no earlier than 6:00 p.m. on the evening before. If the bin is not presented when the collection crew arrives, it will not be collected until the next scheduled collection date. No refunds will be issued in such cases.

4.1.2. Following collection, bins must be returned to within the property boundary by 9:00 a.m. the following morning. Failure to do so may result in the bin being removed.

**4.2. Reporting Missed Collections**

4.2.1. If a bin is presented in accordance with these terms and is not collected, the missed collection must be reported through the Council website within 48 hours of the scheduled collection day. Reports made after this period will not be actioned, and no refunds will be provided.

**4.3. Evidence of Presentation**

4.3.1. If a bin is recorded by the collection crew as not presented, the Council will not instruct a return visit unless the resident provides clear evidence that the bin was placed out by 6:00 a.m. on the day of collection.

**4.4. Contractor Return for Missed Collections**

4.4.1. Where a bin has been correctly presented and a missed collection is reported within 48 hours, the contractor will endeavour to return and empty the bin. No refunds will be issued for missed collections. Residents may be required to provide evidence that the bin was clearly presented at the property boundary.

**4.5. Collection crews will not return for:**

4.5.1. The collection crews will not return to empty bins, nor will any refunds be issued in the following circumstances:-

- 4.5.1.1. the bin is not at the normal collection point when the crew call;
- 4.5.1.2. the bin has been tagged as 'contaminated.' (Red Tagged) or contains contaminating material pursuant to clause 5.2;
- 4.5.1.3. the bin has been tagged as "payment not being made for the service." (Purple Tagged);
- 4.5.1.4. the bin is, in the reasonable opinion of the collection crew, too heavy to be lifted/tipped or has been tagged as heavy (Red Tagged);
- 4.5.1.5. the bin lid is not closed or capable of being fully closed;
- 4.5.1.6. the waste is excess (side) waste;
- 4.5.1.7. the bin is unauthorised e.g. not Council-issue bin;
- 4.5.1.8. the contents are compacted, frozen or otherwise stuck inside the bin;

- 4.5.1.9. the bin is damaged and emptying it would pose a health and safety risk; or
- 4.5.1.10. the bin is obstructed or impeded such that moving and/or emptying it could, in the reasonable opinion of the Collection Crew:
  - 4.5.1.10.1. pose a health and safety risk; or
  - 4.5.1.10.2. cause damage to land or property

The Customer shall be responsible for remedying any of the matters raised in this clause 4.5 and, where applicable, returning the bin to inside the Customer's property boundary.

## **5. Acceptable Waste**

- 5.1. Only loose, permitted garden waste placed directly in the bin will be collected. Bagged waste is not accepted. The following items are accepted in your garden waste bin:

- 5.1.1. Grass cuttings and leaves
- 5.1.2. Hedge/shrub trimmings
- 5.1.3. Cut flowers
- 5.1.4. Small branches
- 5.1.5. Fruit fall (small quantities)
- 5.1.6. Dead plants and weeds (except harmful, invasive plants such as Japanese Knotweed, Giant Hogweed, or Ragwort)

## **5.2. Contaminated Bins**

- 5.2.1. Bins containing non-permitted or contaminated materials will not be emptied. A red tag will be affixed to the bin to notify the resident. Non-permitted or contaminated materials include, but are not limited to:

- 5.2.1.1. tree trunks and fencing;
- 5.2.1.2. stones;
- 5.2.1.3. harmful, invasive plants, including, but not limited to;
  - 5.2.1.3.1. Japanese Knotweed;
  - 5.2.1.3.2. Giant Hogweed;
  - 5.2.1.3.3. Ragwort;
- 5.2.1.4. Soil;
- 5.2.1.5. paper and cardboard;
- 5.2.1.6. mixed recycling;

- 5.2.1.7. plastic bags;
- 5.2.1.8. kitchen waste including fruit and vegetable peelings;
- 5.2.1.9. straw, sawdust, or other pet bedding; or
- 5.2.1.10. DIY waste.

**5.2.2. Resolution of Contamination**

Bins identified as contaminated will not be emptied until the next scheduled collection, provided the contamination has been removed. Repeated or unresolved contamination may result in cancellation of the service without refund.

**5.3. Overweight Bins**

Bins that are too heavy to be safely handled and emptied, in the reasonable opinion of the collection crew, will not be serviced. A red tag will be used to notify the resident. It is the resident's responsibility to reduce the weight of the bin before the next collection. No refunds will be issued in these circumstances.

**5.4. Bin Lid Closure**

For health and safety reasons, bin lids must be fully closed. Bins that are overflowing will not be emptied. No refunds will be provided in such cases.

**5.5. Side Waste**

Additional Garden waste placed beside the bin will not be collected under any circumstances.

**6. Service disruption**

- 6.1. In the event of exceptional circumstances such as extreme weather or other factors outside of the Council's control, the Council reserves the right to vary and/or suspend the service without notice and without refunds to the Customer. In such circumstances, notices and service updates will be posted on the Council's website as soon as is reasonably practicable in the circumstances.

**6.2. Service Suspension Due to Weather**

The garden waste collection service may be suspended during periods of severe or inclement weather. In such cases, it may not be operationally feasible to reschedule missed collections. No refunds will be issued under these circumstances.

**6.3. Service Suspension Due to Access Issues**

Collections may also be suspended due to roadworks or restricted access. While collection crews will use reasonable endeavours to make one attempt to return, if access remains obstructed, the collection will not be fulfilled. No refunds will be provided in these instances.

**6.4. Christmas and New Year Service Break**

There will be no garden waste collections during the two-week period covering Christmas and New Year. Customers are advised to consult their collection calendar via the My Norwich portal for details of their next scheduled collection.

**6.5. Bank Holiday Collection Changes**

Collection days will be subject to change during weeks that include a Bank Holiday or Public Holiday. Revised collection dates can be found on the My Norwich portal or by contacting the Council directly.

**6.6. Change of Address**

If a customer relocates within the Norwich City Council boundary, the garden waste service may be transferred to the new address. The customer is responsible for notifying the Council of the change and must take the bin with them to the new property. Bins relocated without prior notification will not be serviced.

**6.7. Bin Damage and Replacement**

The Council will provide a replacement bin at no cost to the customer if the bin is damaged during the waste collection process, except where such damage results from misuse or the disposal of prohibited waste. If the damage is determined to be caused by the customer's actions, the Council reserves the right to charge the customer for the cost of replacement.

**7. Statutory Rights**

- 7.1. Your statutory rights remain unaffected by the terms of these terms and conditions.

**8. Third Party Rights**

- 8.1. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**9. Liability and indemnity**

- 9.1. The Council will not be liable for any:

9.1.1. loss of profit or any 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 services or the performance of any of its other obligations under these terms and conditions or with the use by the resident(s) of the services supplied whether as a result of breach of contract, breach of statutory duty, tort (including negligence) or otherwise howsoever arising;

- 9.1.2. or be deemed to be in breach of these terms and conditions, for any delay outside of the Council's reasonable control.
- 9.2. Nothing in these terms and conditions shall limit or exclude the council's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.
- 10. Force majeure (event outside the council's control)**
- 10.1. The Council shall not be liable for any delay in, or failure to, perform the Services where such failure or delay results from any cause that is beyond the reasonable control of Council. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, epidemic or pandemic, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Council.
- 11. Communications**
- 11.1. All notices under these terms and conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 11.2. The council and the contractor will use your email or postal address to provide you with information about the Service, including a reminder when your Subscription Period is due for renewal.
- 12. No waiver**
- 12.1. No waiver by the Council of any breach of these terms and conditions by the resident(s) shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.2. No failure or delay on the part of either the Council or the Customer(s) to exercise any right, power or privilege under these terms and conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- 13. Severance**
- 13.1. In the event that one or more of these terms and conditions is found to be unlawful, invalid, or otherwise unenforceable, those provisions shall be deemed severed from the remainder of these terms and conditions (which shall remain valid and enforceable).
- 14. Law and jurisdiction**
- 14.1. These terms and conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.



- 14.2. Any dispute, controversy, proceedings or claim between the seller and the buyer relating to these terms and conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales

**November 2025**



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