

# **Garden Waste Subscription Service**

## **Terms and Conditions**

### **Introduction**

1. Solihull Council is not required to provide a free garden waste collection service to all households.
2. Solihull Council offers an optional, chargeable fortnightly collection of household garden waste to Solihull residents.
3. The agreement is made between the resident (customer) and Solihull Metropolitan Borough Council (the Council) and sets out the terms and conditions under which the customer may use the Council's garden waste collection service (the service).
4. These terms and conditions formalise the arrangement between Solihull Council and the customer. When you sign-up and pay for an annual subscription to the Garden Waste Collection Service you will be accepting these terms and conditions.
5. Solihull Council reserves the right to make reasonable amendments to these terms and conditions. Notification of the amendments will be posted on the Council's website.
6. Customers should read these terms and conditions before subscribing to the service and should keep a copy for their records.

### **Service**

1. The collection of a green bin is subject to an annual charge which covers the emptying of the bin for one year. A maximum of 24 collections will be carried out per year.
2. The service period will run for the dates shown on the [garden waste collections page](#)
3. The collection schedule will be based on fortnightly collections, however collections may be scheduled to take place less frequently with reasonable justification, e.g. to take account of a Bank Holiday or Public Holiday.
4. The current charge for the service can be found on the [garden waste service webpage](#) and is subject to annual increases in line with the Council's fees and charges.
5. The service is for the disposal of household garden waste only. No trade garden waste will be accepted.
6. The Service is only available to domestic properties located within the borough of Solihull, which are reasonably accessible by our waste collection vehicles.
7. The annual charge applies to each green bin. Customers can purchase permits for a maximum of 5 (five) bins.
8. If there is no green bin at a property, a new green bin will need to be purchased to participate in the service.
9. Additional and replacement green bins need to be paid for. The current charge for a green bin can be found on the [garden waste service webpage](#) and is subject to an annual increase in line with the Council's fees and charges.

10. Neighbours or residents living in communal developments can share a garden waste bin, however a single named individual/Management Company needs to pay for the service and needs to be responsible for managing the garden waste bin, i.e., be responsible for putting the bin out for collection and returning it to the storage location following emptying. The agreement to share the container is between the resident and the neighbour only.
11. Only green bins purchased from the Council will be emptied.
12. The service is not transferable, and you must not pass the bin or sticker onto another resident.

### **Payment**

1. There are no concessions or refunds for this service and the annual charge applies irrespective of when customers join the service. There are no reductions if a customer joins the service part way through the subscription year.
2. Payment for the service can be made via the Council's website, alternatively if you do not have access to the internet by calling the Connect Contact Centre on 0121-704-8000.
3. The payment covers collections for the year of subscription only.
4. Non-payment of the annual fee will result in the bin not being emptied.
5. If the service is required for multiple bins, payment for each bin is required.
6. No discounts will be provided for multiple bins
7. The 'early bird' discount is only applicable to the first year of the service 2025/26 and is available for a limited time until Friday 11 July 2025.
8. The Council may stop taking subscriptions for the garden waste service at any time within the service year.

### **Permit/sticker**

1. It may take up to 10 - 15 working days for the permit (sticker) to arrive following the date of purchase.
2. Permits will be issued by either the Council or a company working on behalf of the Council.
3. The Permit will need to be placed on the back of the bin underneath the handles.
4. Only the current year's permit should be displayed. Any old stickers should be removed.
5. Only bins with a valid sticker (permit) will be emptied, irrespective of whether payment has been made for the service.
6. If the sticker becomes damaged or lost, you should contact the Council immediately to arrange for a replacement.
7. No refunds will be made for any missed collections during the sticker delivery period.

### **Collections**

1. Garden waste bins must be presented at the customer's normal agreed presentation point by 6:00am on your scheduled collection day.
2. The garden waste bin will be collected fortnightly from January until December with a short break over Christmas and New Year, please check the [collection calendar for further details](#)

3. The bin should be presented with the handles facing the road so that the permit/sticker is clearly visible to the collection crews.
4. Only garden waste contained in the bins provided will be collected. We will not remove any additional garden waste presented at the side/on top of the bins.
5. The lid of the bin should be closed.
6. If the garden waste bin contains items that cannot be collected as part of the service, we will not empty it and we will not return to empty the bin once the items have been removed.
7. If bins repeatedly contain incorrect items or are misused, we reserve the right to remove the service. No refunds will be given if the service is removed.
8. If garden waste is compacted and will not fall out of the bin – we will not return to empty it and no refund for the collection will be given. Customers should ensure that the garden waste in their bin is loose enough to fall out of the bin when placed on the bin lift.
9. If the collection crew are unable to empty the bin because the contents are frozen, we will be unable to return to empty it and no refund for the collection will be given. Please refer to the [garden waste collection webpages](#) for advice on preventing frozen bins
10. If a bin is deemed to be overweight, it will not be emptied and we will not return to empty it and no refund for the collection will be given. The customer will be responsible for removing some of the material from the bin and presenting it for their next scheduled collection.
11. If the bin is not presented at the time of collection, we will not return to empty it and the customer will need to wait until the next scheduled collection.
12. If the garden waste bin is presented correctly by the customer and is missed by the collection crew, the customer must inform the council either online or by telephone within 2 working days of the missed collection. The council will investigate and will endeavour to return to empty the bins if the crew is at fault. No refunds will be provided for missed collections.
13. We reserve the right to amend collection dates should it prove necessary due to external factors. This includes but is not limited to adverse weather conditions, industrial action, fires, breakdown of vehicles or machinery. No refunds will be provided for missed collections.
14. In the event of adverse weather conditions, we will make every attempt to carry out collections. However, if it is not possible to carry out collections this information will be posted on our website and social media feeds.
15. For a list of items that we can/cannot take as part of the garden waste collection service please refer to <http://www.solihull.gov.uk/recyclingcollections>

#### **Additional Bins/Properties without Garden Waste bins/New Developments**

1. To participate in the garden waste collection service, customers need to have a green 240 litre wheeled bin that has been provided by the Council.
2. If you do not already have a green bin or have moved into a property where there isn't a green bin, you will need to purchase one from the Council. Details of how to purchase a garden waste bin can be [found here](#).
3. We will provide a permit for up to 5 (five) bins per property. Details of how to purchase an additional garden waste bin can be [found here](#). A permit will need to be purchased for each bin that requires emptying.

## **Moving House**

1. When moving house, you will need to leave your green bin at the property you are leaving.
2. You will need to contact the Council and inform us of your change of address as soon as possible so that we can arrange to send a new permit(s) to your new address. It can take up to 10 – 12 working days to receive the new permit. Collections will not commence until the new permit which is linked to the new address is placed on the green bin.
3. If there is no green bin at your new property, you will need to purchase a new green bin.
4. If you have more than one green bin and you wish to retain the service for your additional bins, you will need to take your additional bins with you to your new property (leaving one bin at the property you are leaving).
5. You can contact us by calling the Connect Contact Centre on 0121 704 8000 or via email at [connectcc@solihull.gov.uk](mailto:connectcc@solihull.gov.uk).
6. If you move out of the borough, you will need to leave all bins at the registered address. No refund will be given for any remaining term.

## **Refunds and Cancellation**

1. You have 14 days after the date you paid for the service to change your mind and to receive a refund of your payment, less the reasonable cost of any services you received within that 14-day period. After 14 days, payment for the service is non-refundable.
2. No refund will be issued if you decide to stop using the service for any reason.
3. No refunds will be issued for missed or suspended collections.
4. No deductions or refunds will be made for subscribing to the service part-way through the year.
5. You will not be entitled to a refund if you move out of the Borough or no longer require the service for any reason part-way through the subscription period.

## **Renewal**

1. It is up to you to renew your subscription in time for the coming years collections. This information will be promoted via social media and on the Council's website. We may also contact you directly about it if you have provided your email contact details.
2. There is no automatic renewal, and the customer will need to subscribe and pay for the service annually.
3. If you want to receive uninterrupted service, you will need to pay for the service at least 14 working days before the renewal date.
4. If you have not paid for the service by the renewal date your collections will be cancelled.
5. Customers can pay for the service after the renewal date, but they will miss collections.

## **Privacy Notice**

1. The Council is collecting this data for the purposes of delivering the chargeable garden waste service as detailed above. This information is shared with Veolia – the Council's contractor for the purposes of delivering the service.
2. It may also be shared with other Council services and partner organisations to ensure our records are kept accurate and to help us to identify services or benefits you may be entitled to or interested in. We may also need to share your information for the prevention and detection of fraud and/or other crimes or as the law requires. For further information please refer to the

Council's Privacy Statement on [www.solihull.gov.uk](http://www.solihull.gov.uk) or contact [environmentalservices@solihull.gov.uk](mailto:environmentalservices@solihull.gov.uk)