

Trade waste

Terms and conditions

In these terms and conditions, the following expressions will, where the context admits, have the following meaning:

“Council”	Means Stevenage Borough Council
“Waste”	Means commercial waste described in the Businesses current Duty of Care Certificate
“Customer”	Means the Customer named overleaf. If the Customer comprises more than one person, then the expression includes each of them jointly and severally
“Charges”	Means the amount specified overleaf in the Schedule of Charges as being the charge by the Council for the rendering of the service.
“Service”	Means the Service described overleaf.
“Equipment”	Means the Council owned or hired Equipment described overleaf and all containers used for the storage of waste material.

The agreement to supply commercial waste collection services is subject to the council’s duties, powers and discretions under section 45(1)(b) of the Environmental Protection Act 1990 and shall start on the date specified overleaf (the first collection date).

These terms and conditions replace all other (previous) terms and conditions in relation to the waste collection service(s) (“Services”) specified in the Agreement Particulars signed by the customer (“the Agreement Particulars”). The council’s agreement with the customer in relation to the services is governed by these terms and conditions, the Agreement Particulars and the Waste Transfer Note (together the “Agreement”), as may be amended or replaced from time to time.

The council shall provide the services for a minimum period of six months commencing on the date specified in the Agreement Particulars. This agreement will continue to roll over for repeated 12-month periods if not terminated as specified below.

The schedule of charges shall be adjusted annually at the council’s sole discretion, and any new charges shall be payable by the customer from 1st January each year. The council reserves the right to vary the charges at any time in accordance with its statutory duties, powers, and discretions.

Customer's obligations

1. The equipment provided by the council is for the storage and collection of non-hazardous waste materials and should be used only for that purpose.
2. The customer shall be responsible for the cleanliness and safekeeping of the equipment.
3. The customer shall not make any alterations or improvements to the equipment, without the prior written consent of the council, from the agreement the SDS team provided.
4. The customer shall not overload the equipment, nor use it for incineration purposes, and shall be liable to the council for loss or damage in excess of reasonable wear and tear.
5. The customer shall not contaminate or present contaminated recycling sacks or bins for collection. If found doing so, the council reserves the right to charge the customer additionally for the cost incurred for disposing of such waste.
6. Materials dumped inside or around the equipment by other people will be cleared at the customer's expense.
7. The customer warrants that waste delivered to the council hereunder will not contain any hazardous or toxic waste or animal by-products, as defined by applicable U.K. or E.C. laws and regulations.
8. No mechanical means will be used to compact the contents being placed in the equipment without the prior written consent of either the council or the equipment supplier.
9. All equipment furnished by the council for use by the customer, shall remain the property of the council. The customer shall have no right, title or interest in the equipment (and the same shall not be sold or otherwise disposed of).
10. The customer will compensate the council for any loss or damage caused to the equipment (such damage or loss to be assessed at the market value of the equipment, at the time of the loss or damage). The customer will report in writing such loss or damage to the council immediately upon becoming aware of its happening.
11. The customer agrees to indemnify the council against any loss or damage to the equipment, and the customer must keep the equipment insured against such loss or damage and for third party risks.
12. On collection day, the council's waste officers shall have clear access to the bins. If the equipment is blocked to prohibit collection, the council's vehicle shall aim to make one additional attempt for collection on the same day. Further attempts will be classed as "extra service" and duly charged.
13. The council cannot be held responsible for variations in the service, due to public holidays or other unforeseen circumstances, such as adverse weather and events beyond its reasonable control.
14. The council reserves the right to alter collection day(s) temporarily without notice and permanently upon giving the customer or its agents or employees 30 days' notice of any permanent change.
15. Stevenage Borough Council's commercial sack customers are responsible for ensuring that all commercial waste, requiring collection, is presented neatly and only at the time specified in these terms and conditions.
16. The customer shall not transfer any of its obligations of this contract without the prior written consent of the council. Such consent shall not be unreasonably withheld or delayed. If the customer transfers any of its obligations under this contract, the customer shall remain fully responsible for those obligations and any failures.

17. The customer hereby indemnifies the council against all losses, costs or claims it may suffer as a result of any breach of the customer's obligations under this agreement or any use or misuse of containers, other than losses arising due solely to the negligence of the council or the council's breach of this agreement.

Charges and payment

18. The customer shall pay the council for the collection, disposal and the bins provided by the council (including all charges for equipment maintenance) in accordance with the charges at the dates specified in the Schedule of Charges and time shall be of the essence. All payments are due on receipt of invoice and should be paid within 30 days maximum of receipt.

19. Payment is accepted by Direct Debit.

20. Services will be suspended where the customer is more than 30 days overdue on payment. Where collections are suspended, customers may be liable for enforcement action under the Environmental Protection Act 1990, for failing to have commercial waste collections in place.

21. The council may at any time change its fees by giving the customer 30 days' notice in writing of the amount and date of commencement of the new fees.

22. The following charges shall apply, where applicable. Payment for all such charges are due immediately:

Charge:	Amount:
Account set up charges	£20
Replacement bin fee	£270
Contaminated waste charge	£50
Fine or not returning Duty of Care and restart service.	£50
Discretionary admin fee to reinstate collection service if stopped due to arrears	£50

Changes

23. Changes in frequency of collection service, number, capacity and type of bins shall be agreed in writing by the parties.

Data Protection

24. The council warrants that it will lawfully process data in accordance with Data Protection Law as detailed in Schedule 2, below.

25. The council will keep customers informed on the service activities by sending service updates and marketing emails about the services plus other related services the council considers to be of interest to the customer which enables the council to fulfil its public functions. The customer can opt out of receiving such communications, by contacting the council.

Access

26. The Customer warrants that any access provided by the customer from the bin's location to the most convenient public way is sufficient to bear the weight of the council's waste contractor's vehicles and equipment reasonably required to perform the service. The council or its waste contractor shall not be responsible for damage to any surface, accompanying sub- service or any surfaces therein of any access or any route reasonably necessary to perform the service.

Duty of Care compliance

27. Under the provisions of the Environmental Protection Act 1990, section 34(1), it shall be the duty of any person who imports, produces, carries keeps, treats or disposes of controlled waste or, as a broker, has control of such waste to take all such measures applicable to him at capacity as are reasonable in the circumstances;

- a) to prevent any contravention by any other person of Section 33 of the Act (Prohibition on Unauthorised or harmful deposit, treatment for disposal etc of waste).
- b) to prevent the escape of the waste from his control or that of any other person.
- c) on the transfer of the waste to ensure:
 - i. that the transfer is only to an authorised person or to a person for authorised transport purposes and
 - ii. that there is transferred such a written description of the waste as will enable other persons to avoid contravention of that section and to comply with the duty under the subsection as respects to the escape of waste.

28. It is the trader's responsibility to ensure that they comply with the provisions of the Environmental Protection Act 1990, and that they always have a valid Duty of Care Certificate during the term of this agreement.

29. The council reserves the right to charge an administrative fee for the issue of Duty of Care Certificates including renewals, copies and replacements.

Termination

30. The customer may terminate this agreement by giving not less than 3 months' notice in writing to: The Service Manager, Stevenage Borough Council, Cavendish Road, Stevenage SGI 2ET. In which case the customer will pay a termination fee of 3 months' fees or 50% of their un-expired fixed fee, whichever is the greater.

31. The council may suspend or terminate these terms and conditions with immediate effect due to non-payment of the charges by the customer or failure by the customer to comply with any of the provisions of these terms and conditions.

32. Upon the termination (however occasioned) of this agreement, the council may enter the premises where any containers are kept and remove all containers previously provided by them.

All enquiries concerning the Service should be directed to: Stevenage Borough Council, Cavendish Road, Stevenage, SGI 2ET. Tel: (01438) 242136 E-mail: waste.trade@stevenage.gov.uk. Please quote your agreement number in all correspondence.

Schedule 2: Data Schedule

This schedule is written in accordance with data protection legislation such as the UK General Data Protection Regulations 2018 (UK GDPR), the Data Protection Act 2018 (DPA), Data (Use and Access) Act 2025 and all applicable laws, statutory guidance and codes of practice as issued by the relevant UK data protection authority about the processing of personal data and privacy.

The words “Controller”, “Processor”, “Data Subject” and “Personal Data” have the same meaning as given in the UK GDPR.

- 1) In its capacity as Data Processor, any contractor or third party involved in delivering the service described in this Agreement on behalf of the council agrees that it will:
 - a) Act only upon written instructions received from the council in its capacity as Data Controller,
 - b) Ensure that persons authorised to process personal data are subject to an appropriate duty of confidentiality and have received suitable and adequate training in data protection laws and its requirements, to enable them to work on the service.
 - c) Assist the council by any appropriate means to ensure its compliance with data protection legislation requirements under this schedule
 - d) At the end of the provision of services the contractor or third party shall:
 - (i) Either securely delete/destroy or return to the council (at the choice of the council) personal data to which the services relate, and
 - (ii) delete any copies of personal data unless subject to a regulatory or legal obligation to retain copies.
 - (iii) Make available to the council upon reasonable request, all information necessary to demonstrate compliance with this schedule, and
 - (iv) comply with data protection legislation requirements for engaging any sub-processors.
- 2) Details of personal data processed under this agreement:
 - a) The processing of any personal data will be for fulfilment of the waste collection contract, based on an annual rolling basis.
 - b) The personal data processed under this contract will include customers and service users’ names, addresses, and contact numbers.
 - c) Processing data will include the collection, use, and retainment of customer records for the purposes of fulfilling the contract. It will also involve the communication and marketing of trade waste news and relevant council statutory and non-statutory information to customers and service users.
- 3) Any contractors or third parties involved in delivering the service on behalf of the council will assist the council in meeting its obligations as Data Controller, as specified under Articles 32-36 of the UK GDPR