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## SERVICE CONTRACT AND CONTROLLED WASTE TRANSFER NOTE

To comply with the Environmental Protection Act 1990 Section 34 "Duty of Care" provisions.  
Waste Carrier Registration Number CBDU221939

<b>Customer Name</b> <b>(The Customer)</b>	Bexhill-on-Sea Town Council	<b>Site Address</b> <b>(if different)</b>	
<b>Invoice Address</b>	35 Western Rd	<b>Postcode</b>	
<b>Postcode</b>	Bexhill	<b>Contact</b>	Paul Debreczeny
<b>Telephone No.</b>	East Sussex	<b>Invoice Frequency</b>	Monthly In Advance
<b>Contact Name</b>	TN40 1DU	<b>Payment Type</b>	Direct Debit
<b>Email Address</b>	01424 214248	<b>SIC Code (2007)</b>	84110
	Julie Miller	<b>Service to Begin</b>	06/01/2023
	Town.clerk@bexhilltowncouncil.gov.uk		

## DUTY OF CARE STATEMENT

Line	Description of Waste	EWC Code	Container Size & Type	No. of Containers	Frequency of Collection
A	Non Hazardous – General Waste	20-03-01	Trade Waste Sacks	1	1 x Weekly
B	Dry Mixed Packaging	15-01-06	Trade Waste Sacks	1	1 x Weekly
C	-	-	-	-	-
D	-	-	-	-	-
<b>I confirm that I have fulfilled my duty to apply the waste hierarchy as required by Regulation 12 of the Waste (England and Wales) Regulations 2011</b>					
Which of the following are you? Waste Producer or Broker				Producer	
Dates of Transfer				05/01/2023 to 04/01/2024	

## SERVICE CHARGES

Line	Container Size & Type	Rate per lift/per container (£)	Maximum Weight per container (kg)	Excess weight per kg (£)	Container Rental Per day (£)	Container Del/Coll charge per site (£)	Environmental Compliance Fee Per Annum
A	Sacks – General Waste	£2.50 (multiple of 50)	-	-	-	-	£56.00
B	Sacks – Mixed Paper	£2.20 (multiples of 50)	-	-	-	-	
C	-	-	-	-	-	-	-
D	-	-	-	-	-	-	-

## GENERAL TERMS AND CONDITIONS OF CONTRACT

Recorra South East Limited ("The Company") shall exclusively provide to ("The Customer") the waste services specified in the duty of care statement above in accordance with the following terms and conditions:

- A. Any change in the description of waste specified in the duty of care statement provided by The Customer above must be immediately notified to The Company in writing in advance of any such change to enable an updated duty of care statement to be provided by The Customer.
- B. This contract shall be for a minimum period of 12 months from the "Service to Begin" date specified above and shall continue thereafter for successive periods of twelve months unless terminated by prior written notice of either The Company or The Customer. Such notice to be given not less than 60 days before the end of any such 12 month period and to expire at the end of the minimum period or at the end of any subsequent 12 month period. If you terminate before the end of the minimum period then you will pay us all charges due and all charges that would have been payable for the remainder of the minimum period. If you terminate after the minimum period then you will pay us all charges due plus 40% of all charges that would have been due for the remainder of the contract. Any notice of termination by the customer must be sent by recorded delivery or otherwise acknowledged as received by The Company.
- C. The Company shall be permitted to terminate the contract at any time in the event of
  - (i) breach by The Customer of the terms and conditions of the contract (including, without limitation, any failure to notify a change in the description of the waste the subject hereof as required by clause A above); or
  - (ii) The Customer making any voluntary arrangement with its creditor, being the subject of an administration order, becoming bankrupt or going into liquidation.
- D. The Customer undertakes with The Company that it shall indemnify and hold harmless the company and its affiliates and their officers, employees and agents against all claims, demands or actions, howsoever arising in respect of a container or its contents or damage caused to the container (fair wear and tear excepted) during the period commencing from the delivery of a container until removal by The Company.
- E. The Company may adjust the charges hereunder from time to time by giving to the Customer 30 day's prior notice in writing. Any increase in charges other than necessary to recover actual increases in costs shall be subject to prior approval of The Customer. All the above rates are subject to the addition of VAT.
- F. Excess weight charges shall be applied in accordance with the schedule of charges. When weight data is not available for any reason, Recorra South East Ltd will apply an excess weight charge equal to the average weight recorded for the previous 4 weeks collections.
- G. The Company shall exclusively supply The Customer with the service for the duration of the contract.
- H. Payment terms are strictly 30 days from date of the invoice.
- I. The Customer undertakes with The Company that it shall ensure that all waste collected by the company on behalf of The Customer has undergone treatment in the form of physical segregation as required by Regulation 2 of the Landfill (England and Wales) Regulations 2002.
- J. Confidential Waste: "The Company receives documents and physical media from The Customer as a Controlled Waste under The Environmental Protection Act 1990, including section 34 Duty of Care, and subsequent legislation. This waste is treated as confidential and therefore securely destroyed in line with BS EN 15713: 2009 and The Company holds a full ISO 9001: 2015 accreditation." Both parties will comply with all applicable data protection requirements set out in the Data Protection Act 2018 and any subsequent legislation. The "Customer" is the Data Controller and "Recorra South East Ltd" is the Processor for the purposes of the Data Protection Legislation under this Contract.

**We have read and agree to the terms and conditions stated in the Service Contract above and agree to be bound thereby.**

Signed by: Julie Miller  
Julie Miller (Jan 26, 2023 14:34 GMT)

Print Name: Julie Miller

For and on behalf of:

Date: Jan 26, 2023

Signed by: 

Print Name: Sophie Cuthbert

Recorra South East Ltd

Date: 05/01/2023

Registered in England: 06772057

VAT No: 905066932

Information Commissioners Office Registration No: ZA849530











# Service Agreement - Bexhill Town Council

Final Audit Report

2023-01-26

Created:	2023-01-05
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## "Service Agreement - Bexhill Town Council" History

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