

HERTSMERE BOROUGH COUNCIL

PUBLIC USE OF PRIVATE TOILET FACILITIES AGREEMENT (COMMUNITY TOILET SCHEME)

THIS IS AN AGREEMENT BETWEEN THE COUNCIL and THE SERVICE PROVIDER with regard to the public having use of the Toilets provided by the Service Provider at the property during normal opening hours in return for an annual payment by the Council SUBJECT TO THE TERMS AND CONDITIONS SET OUT OVERLEAF

COMMENCEMENT DATE

SERVICE PROVIDER Name of Company.....
(Please print)

Address.....

.....

.....

Telephone number

THE OWNER (if applicable) (Name)
The freeholder at the Service Provider's
Property Name, address and telephone number

THE PROPERTY The toilet facilities at the Service Providers Property

THE COUNCIL The Hertsmere Borough Council of Civic Offices
Elstree Way Borehamwood Hertfordshire WD6 1WA

LICENCE PERIOD For the term of one year from the Commencement
Date and thereafter from year to year until determined
in accordance with this Agreement

ANNUAL SUM £..... Per annum

The Service Provider (with consent of the Owner (if applicable)) and the Council agree to the terms and conditions set out in this Agreement

SIGNED BY (Signature)
(Print Name)

For and on behalf of the Service Provider in the presence of :-

SIGNED BY
The Council's Duly Authorised Officer DATE

TERMS AND CONDITIONS OF THE COMMUNITY TOILET SCHEME

1. RIGHTS GRANTED

In consideration of the payment by the Council to the Service Provider of the Annual Sum:-

- 1.1 The Council for the benefit of the general public shall be permitted access to and use of the Toilets during the opening hours of the Service Provider's Property during the Licence Period.
- 1.2 The Service Provider /Proprietor retains the right in exceptional circumstances to refuse a member of the general public admission to their premises and/or use of their toilet facilities.
- 1.3 The Council shall erect and maintain at its own expense advertising signs manufactured by the Council (in keeping with current signage)
- 1.4 The Council shall have the right to carry out occasional inspections of the Toilets with the Service Provider.

2. ANNUAL SUM

- 2.1 In consideration of the covenants on the part of the Service Provider contained herein the Council shall pay the Service Provider the Annual Sum.
- 2.2 The Annual Sum shall be payable by the Council within 21 days of the anniversary of the Agreement.

3. SERVICE PROVIDER'S COVENANTS

The Service Provider agrees with the Council as follows:-

- 3.1 To display at least one sign showing its membership of the scheme on such window(s) or door(s) of its property to be agreed with the Council so as to be clearly visible to the public.
- 3.2 The Toilets shall be maintained in a clean and hygienic condition AND shall be adequately provided with toilet rolls, soap and hand dryers/hand towels by the Service Provider.
- 3.3 Neither the Service Provider nor its employees shall in any circumstances hold itself or themselves out as being a servant or agent of the Council or as being authorised to enter into any contract or in any other way bind the Council to performance variation release or discharge of any obligation.
- 3.4 That the Service Provider will indemnify the Council against all the Service Provider's legal liability and costs arising out of or in connection with this licence.
- 3.5 That the Service Provider will during the duration of this licence effect and thereafter maintain public liability insurance at a level of at least £2,000,000 (two million pounds) for any one event or series of related events.
- 3.6 The Service Provider shall supply to the Council forthwith and upon each renewal date of any relevant policy, a certificate from their insurers or brokers confirming that the Service Provider's insurance policy complies with the licence requirements.

4. DETERMINATION

This licence may be determined immediately and absolutely upon:-

- 4.1 Any breach of the terms of this licence; and/or
- 4.2 Non-payment of the annual sum: and/or
- 4.3 Either party at any time giving the other party at least (2 months) prior written notice to expire at any time. The Council shall be reimbursed the Annual Sum on a pro rata basis on termination of the licence, e.g. if the licence expires 6 months after the commencement date, or subsequent anniversary, half of the annual sum shall be repaid. Repayment shall be made within 28 days of the expiry date:
But without prejudice to any right of action which may have accrued to either party.

5. ASSIGNMENT

- 5.1 This licence is personal to the Council and shall not be assigned by the Council to any other Person.

6. VAT

- 6.1 The Council shall pay VAT on the annual sum and any other payment due under this Licence where it is properly payable.