



# **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.

### **PARTICULARS**

1. **COMMENCEMENT DATE:** 2010
2. **SERVICE PROVIDER:**  
**Name of Company:**  
  
**Address:**  
  
**Tel:**  
  
**Email:**
3. **THE PROPERTY:**
4. **THE TOILETS:**  
The toilet facilities at the Service Provider's Property
5. **COUNCIL:**  
**East Herts Council**  
**Wallfields**  
**Pegs Lane**  
**Hertford**  
**Hertfordshire**  
**SG13 8EQ**
6. **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
7. **THE ANNUAL SUM:**  
(£600 / £700 / £900 / £1000) per annum  
(Delete as applicable)

**8. COMMUNITY TOILET SCHEME:**

An initiative designed to improve the quality of toilet facilities within the town centres of the five main towns of East Herts to the mutual benefit of the general public and traders.

**9. COMMUNITY TOILET SCHEME AREA: –**

Within the town centre area of the five main towns of East Herts:

- Bishop's Stortford
- Buntingford
- Hertford
- Sawbridgeworth
- Ware

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

SIGNED BY:

*(Print Name)*

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

SIGNED BY:

**Cliff Cardoza**

*Head of Environmental Services*

(The Council's Duly Authorised Officer.)

## **TERMS AND CONDITIONS**

### **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 unobstructed access to and use of the Toilets at the Property during the opening hours of the Service Provider's Property during the Licence Period.
- 1.2 The Service Provider 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 hereto and maintain at its own expense personalised "Finger" advertising signs designed and manufactured by the Council AND at least one such sign shall acknowledge the Community Toilet Scheme AND the signs shall also include a statement that the Toilets are only available during the opening hours of the Service Provider's Property.
- 1.4 The Council shall erect and maintain at its own expense standard direction signs to the Toilets on posts in the locality of the Community Toilet Scheme Area. The location, size and content of signs shall be at the Councils discretion and subject to planning and highways authority approval.
- 1.5 The Council shall have the right to carry out inspections of the Toilets with the Service Provider.

### **2. ANNUAL SUM**

- 2.1 In consideration of the conditions on the part of the Service Provider contained the Council shall pay to the Service Provider the Annual sum.
- 2.2 The Annual Sum shall be reviewed annually and any increase will be effective from 1 April.
- 2.3 The parties will be required to participate in a three month trial period; either party may terminate the trial period by serving one week's notice on the other. The Service Provider will be paid £300 out of the annual sum to participate in the trial period, on the successful completion of the trial scheme and on condition both parties wish to continue with the agreement the service provider will be paid the remainder of the annual sum in accordance with section 2.4
- 2.4 The Annual Sum shall be payable 3 months in advance and shall be paid by the Council within 30 days of receipt of the Service Provider's demand.

- 2.5 The Annual Sum shall be varied in accordance with any increase or decrease in the number of toilet facilities available at the Toilets as per the range of fees agreed and shown in the policy document.
- 2.6 The Council can suspend payment in the event the facilities are unavailable to the public, such as renovation work taking place, damage to premises.
- 2.7 The Council has the right to recover monies paid in error by the Council to the service provider.

### **3. SERVICE PROVIDER'S COVENANTS**

The Service Provider agrees with the Council as follows:-

- 3.1 To display a sign showing its membership of the Scheme on such window or door of its Property to be agreed with the Council so as to be clearly visible to the public. Signage is to be supplied by the Council.
- 3.2 The Toilets shall be maintained in a clean and hygienic condition, with clutter free access AND shall be adequately provided with bins, and sanitary bins, 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 The Service Provider agrees that they will not discriminate against anyone on the basis of race, religion, gender, sexual orientation, age or disability.
- 3.5 That the Service Provider be responsible for maintaining the facilities and making good any repairs that need doing in order for the facilities to be fit for public use.

### **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 within 28days; 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.
- 4.4 The Council shall be reimbursed the Annual Sum on a pro rata basis on termination of the license. Repayment shall be made within 28days of the expiry date.

4.5 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.

**7. LAW**

7.1 The formation, existence, construction, performance, validity and all other aspects whatsoever of this License or any term of this Licence will be governed by English law, the Courts of England will have exclusive jurisdiction.