

# Conwy County Borough Council

## Community Toilet Scheme Agreement

### TERMS AND CONDITIONS

This Agreement is between:

Conwy County Borough Council (The Council) and the Service Provider (Name of participating business)

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1. The Community Toilet Scheme (the Scheme) will operate between the Council and the Service Provider for a period of 1 year from the date of this Agreement, or until 1 months' notice is issued by either party to this Agreement.
2. This Agreement shall commence from \_\_\_\_\_ (Date) and conclude on \_\_\_\_\_ (Date)
3. The Service Provider agrees to allow the general public unobstructed use of the toilet facilities provided by them during their normal business opening hours at (Full name/address of establishment)  

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4. The Council agrees to pay the Service Provider at the rate of £500.00 per annum. Payment will be made to the Service Provider Pro Rata, depending on commencement or termination of the Scheme. Payment shall be made once a year after a minimum period of six months. The Council reserves the right to claim back any overpayment of monies made to the Service Provider and this must be settled within 7 working days. This includes if the Agreement has ended and is no longer in force, or if notice has been served by either party, terminating this Agreement.
5. The Council agrees to include the name of the Service Provider, and where appropriate, details of the location in promotional material relating to the Scheme. Community Toilet scheme signage will be provided by the Council which the Service Provider must clearly and visibly display and maintain at their premises
6. The Service Provider must display at least one sign provided by the Council showing its membership to the Scheme and in a visible location of its premises. The Council reserves the right to ask the Service Provider to relocate their signage to an alternative location at their premises, should the Council feel the signage is not being displayed visibly or clearly enough.
7. The Service Provider agrees to maintain the toilet facilities in a clean and hygienic condition at all times and shall ensure that the toilets are adequately stocked with toilet rolls, soap, bins, hand drying facilities and anything additional which you would reasonably expect to be included in a toilet facility. The toilets must be maintained and regularly monitored by the Service Provider to ensure they are safe and clean to use by the general public.
8. The Service Provider agrees to allow the Council to carry out inspections and monitoring of the toilet facilities which are accessible to the general public by way of this Scheme to ensure the terms of the Agreement are met. These inspections will be carried out annually as a minimum and the Council reserves the right to carry out additional inspections.
9. The Service Provider agrees that any information obtained through inspections or

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monitoring of the toilet facilities at the Service Provider's premises maybe evaluated to evidence future community toilet scheme decisions. If the health & safety, cleanliness and overall condition of the toilet facilities are deemed unacceptable, then the Council reserves the right to terminate this agreement immediately.

10. The Service Provider agrees to indemnify the Council against all and any liability for losses, damages, claims, charges and costs arising out of the use of the toilets accessible to the general public by way of the Community Toilet Scheme. As a result of participating in the Community Toilet Scheme and that for the term of the Agreement the Service provider shall effect and maintain public liability insurance to a minimum value of £10,000,000.
11. The Service Provider to provide the council with an up to date copy of their public liability insurance certificate within the first 7 working days upon entering the scheme.
12. The Service Provider retains the right in exceptional circumstances only to refuse a member of the general public admission to their premises and/or use of the toilet facilities accessible to the general public under the Community Toilet Scheme.
13. The Service Provider agrees to comply with all relevant UK legislation relating to health and safety where it affects the toilets accessible via the Community Toilet Scheme.
14. This Agreement may be terminated immediately and absolutely upon any breach or non-compliance on the part of the Service Provider, where the Council has notified the Service Provider in writing regarding the breach or non-compliance, and the Service Provider has failed to rectify the issues raised within 14 days of being notified.
15. The Service Provider may not assign this Agreement to any party without 21 days' notice to the Council's prior written Agreement.
16. The Service Provider agrees that neither the Service Provider nor its employees under any circumstance hold itself or themselves as being an employee or agent of the Council. Or, as being authorised to enter into any contract or in any other way bind or commit the Council.
17. This Agreement between the Council and the Service Provider can be terminated by either party, giving at least 1 month's written notice to the other party.
18. Non-notification of any change of circumstances relating to the Service Provider will result in their immediate removal from the scheme and any overpayment made to the Service Provider must be repaid to the Council immediately. (E.g. Change of ownership of business, closed due to maintenance or changes in opening hours).

Signed: \_\_\_\_\_ (On behalf of Conwy County Borough Council)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_ (On behalf of Participating Business)

Date: \_\_\_\_\_