

# City of York Community Toilet Scheme

## Terms and Conditions

1. The Scheme will operate between the Council (City of York Council) and the Service Provider (***the participating business***) until further notice is issued to either party, giving at least 1 months' written notice to the other party.
2. This Agreement shall commence from the (***date tbc***).
3. The Service Provider agrees to allow the general public unobstructed use of the Toilets provided by the Service Provider at (***location tba***) during the Service Provider's normal opening hours.
4. The Council agrees to include the name of the Service Provider, and where appropriate, details of the location in promotional material relating to the community toilet scheme. If deemed necessary, the Council also agrees to design, erect and maintain at the Council's expense advertising signs relating to the Community Toilet Scheme for placing at locations to be agreed with the Service provider.
5. The Service Provider must display at least one sign showing its membership of the Scheme on such window(s) or door(s) of its property to be agreed and provided by the Council.
6. Where the Service Provider has suitable facilities for the general public who are disabled, or are of limited mobility, this facility must be accessible and clear of any obstruction at all times.
7. The Service Provider agrees to allow the Council to carry out regular inspections and monitoring of the toilets accessible to the general public by way of the Community Toilet Scheme to ensure the terms of the Agreement are met.
8. The Service Provider agrees that any information obtained through inspections or monitoring of the scheme may be used to inform business decisions of the Council at its discretion.
9. The Service Provider agrees to maintain the toilets in a clean and hygienic condition at all times and shall be adequately provided with toilet rolls, soap, bins and hand drying facilities. The toilet must be maintained and regularly monitored by the Service Provider to ensure it is safe to use by the general public.
10. The Service Provider agrees to indemnify the Council against all and any liability in any way whatsoever for any losses, damages, claims,

expenses, charges and costs arising out of the use of the toilets accessible to the general public by way of the Community Toilet Scheme or 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 the value of £5,000,000.

11. 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 the toilet facilities accessible to the general public under the Community Toilet Scheme.
12. The Service Provider agrees that it shall comply with all relevant requirements contained in or having effect under the legislation relating to health and safety as it affects the toilets accessible to the general public by way of the Community Toilet Scheme.
13. This Agreement may be terminated immediately and absolutely upon any breach or non-compliance on the part of the Service Provider provided that the Council has notified the Service Provider in writing of the breach or non-compliance and the Service Provider has failed to put things right within 14 days of being notified. The Service Provider may at any time give the Council at least one calendar month's notice in writing.
14. The Service Provider may not assign this Agreement to any party whatsoever unless the Council's prior written Agreement to the assignment has been given.
15. The Service Provider agrees that neither the Service Provider or 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 or commit the Council to the performance variation release or discharge of any obligation.
16. Any Agreement between the Council and the Service Provider can be terminated by either party, giving at least 1 months' written notice to the other party.

Signed: \_\_\_\_\_ (On behalf of the City of York Council)

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

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

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