

DERRY CITY & STRABANE DISTRICT COUNCIL

COMMUNITY TOILET SCHEME

An Agreement between Derry City and Strabane District Council and

[name].....of[address].....
.....

Terms and Conditions

1. XXX agrees to become a participant in the Scheme subject to the terms and conditions of this agreement.
2. Derry City and Strabane District Council will pay XXX an initial annual sum of £ xxx in respect of the use of its toilet facilities by members of the public within the terms of this agreement.
3. XXX agrees to participate in the Scheme for an initial period of 12 months but at any time within that 12 month period either the Council or XXX may terminate this agreement by giving to the other no less than 1 month's written notice.
4. The Council will include the name and address and any other relevant details of XXX in any promotional material (including website, leaflets etc) produced by the Council relating to the Scheme. The Council will provide XXX with relevant signage which XXX agrees to display in a prominent position at their premises throughout the period of its participation in the Scheme.
5. While participating in the Scheme, XXX shall allow members of the public, regardless of whether a customer or not, unrestricted access to their toilet facilities at their premises, as stated above, during its normal opening hours. Use of the toilet facilities will be free of charge.
6. Whilst XXX agrees that its toilet facilities will be available for use by all members of the public, it reserves the right, in exceptional circumstances, to refuse a member of the public admission to the premises and/or its toilet facilities if it reasonably believes that it is in its own or in the public's interest to do so.
7. XXX shall maintain its toilet facilities in a clean and hygienic condition at all times, shall ensure that the toilet facilities are provided with an adequate supply of all necessary products/services (including handwashing and hand drying facilities etc), shall comply with all relevant health and safety and any other legislation pertaining to the use of the premises and its toilet facilities, and shall ensure that in all other ways the toilet facilities are safe and satisfactory for use by the general public. To ensure compliance with these requirements, XXX shall ensure that a programme of frequent and regular inspections of its toilet facilities is in operation.
8. A duly authorised Officer of Derry City and Strabane District Council shall have the right to carry out unannounced inspections of the toilet

facilities during the normal opening hours of the premises. XXX acknowledges, however, that the Council is under no obligation whatsoever to make any such inspection(s), and therefore that XXX is solely responsible for ensuring that its toilet facilities meet the Scheme requirements, as set out in this agreement.

9. XXX agrees that it is solely responsible for all matters concerning the safety and wellbeing of members of the public who visit the premises to make use of the toilet facilities under the Scheme, and shall ensure that under no circumstances will the Council be responsible for any damages or costs that might arise because of any claim being made by a member of the public using or attempting to use the toilet facilities at the premises.
10. Before the end of the initial 12 month period, the Council may write to XXX seeking to renew this agreement for a further period of 12 months. In such event, this agreement shall continue for the said further period, unless XXX writes to the Council to withdraw from the Scheme.
11. Participation in the Scheme is personal to XXX, whose rights under this agreement may not be assigned or otherwise transferred to any other person/organisation.
12. XXX must have adequate Public Liability Insurance and a copy of a valid Insurance Certificate will be required.
13. On the termination of XXX's participation in the Scheme (howsoever caused) they will immediately cease to display any Scheme signage, and will make no further claim or representation that it is a participant in the Scheme. Following such termination, the Council will remove the name of XXX from any list of Scheme participants produced by it.
14. The Scheme will be subject to an overall review after its initial 12 month period.

On behalf of XXX , I agree to the Terms and Conditions of the Scheme as set out above.

Signed On behalf of XXX

Date :

Signed On behalf of Derry City & Strabane District Council

Date :