

**TERMS AND CONDITIONS - PUBLIC FACILITIES GRANT SCHEME**

**1. RIGHTS GUARANTEED**

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

The Council for the benefit of the general public shall be permitted unobstructed access to and use of the toilets through the Property during the opening hours of the Service Provider's Property during the License Period.

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.

The Council shall erect and maintain at its own expense advertising signs designed and manufactured by the Council (in keeping with current signage) in locations agreed with the Service Provider.

The Council shall have the right to carry out inspections of the toilets with the Service Provider.

**2. ANNUAL SUM**

In consideration of the conditions on the part of the Service Provider contained the Council shall pay to the Service Provider the Annual sum of £500. The annual sum shall be payable by the Council to the service provider within the financial year in which the service is provided.

If for any reason the grant funding provided by the Welsh Government is withdrawn/withheld then the council reserves the right to reclaim the grant from the service provider.

**3. SERVICE PROVIDER'S COVENANTS**

The Service Provider agrees with the Council as follows: -

The toilets shall be maintained in a safe, 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.

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.

#### **4. DETERMINATION**

This license may be determined immediately and absolutely upon: –

- Any breach of the terms of this License; and/or
- Non-payment of the Annual Sum; and/or
- Either party at any time giving the other party at least (1 month) 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 license, e.g. if the license 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**

This license is personal to the Council and shall not be assigned by the Council to any other person.

#### **6. VAT**

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