

Provision of public conveniences in Abergavenny Town Centre

Service Level Agreement between Abergavenny Town Council and Monmouthshire County Council

This agreement is for the period 2022 - 2023

PARTIES

- (1) MONMOUTHSHIRE COUNTY COUNCIL** of County Hall, County Hall, The Rhadyr, Usk, NP15 1GA (Supplier)
- (2) ABERGAVENNY TOWN COUNCIL** of Town Hall Cross Street Abergavenny NP7 5HD (Customer)

BACKGROUND

- (A)** The Supplier owns and operates Public Conveniences within the Monmouthshire principal area as the competent Unitary Authority. This area includes the Abergavenny Town/Community.
- (B)** The Customer is the Town/Community Council for the Abergavenny Community and agrees to obtain on behalf of the general public and the Supplier agrees to provide such services on the terms set out in this agreement.

1. Definitions

1.1 The following terms shall have the meanings set out in this clause:

Additional Services – shall mean the additional services set out in the first schedule to this agreement

Applicable Laws - all applicable laws, statutes, regulations and codes from time to time in force.

Locations – shall mean the Public Convenience Blocks at the Locations set out in the third schedule to this agreement

Services – shall mean the services set out in the first schedule to this agreement including services which are incidental or ancillary to such services.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

- 1.9 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to writing or written includes fax and email OR but not email].
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Provision of Services

In consideration of the payments made under this agreement, the Supplier agrees to:

- 2.1 provide the Services to the general public at the Locations, subject to the exemptions set out in the second schedule; and
- 2.2 On the request of the Customer to provide the additional services to the general public subject to the exemptions and restrictions set out in the second schedule.

3. Payment

- 3.1 The Customer will pay the Supplier the principal annual sum of £45,000.00 in consideration of the Services, such payment is to be made annually in arrears, within thirty (30) days of receipt of the account or invoice rendered by the Supplier; and
- 3.2 pay the additional sums required by the Supplier in respect of the additional services as set out in the first schedule.
- 3.3 All payments made in accordance with this agreement are to be made free of set off or deduction of any kind.
- 3.4 The principal annual sum referred to above shall be subject to annual uplift of 2.5% in accordance with the Building Cleaning Manager of Monmouthshire County Council.

4. Commencement & Term

- 4.1 This Agreement commences on the date on which it is signed on behalf of both parties;
- 4.2 Unless terminated in accordance with clause [number] of this agreement, then the agreement shall continue for the period of three years following the date on which it is signed on behalf of all of the parties;

5. Supplier's Covenants

During the term the Supplier shall:

- 5.1 Provide the Services in accordance with the agreed schedule of work;
- 5.2 adhere to any Applicable Legislation regarding the employees/contractors who carry out the work and to the public who utilise the service;
- 5.3 The Supplier will work autonomously and without day to day input from the Customer, however it may be necessary for liaison to ensure that unusual or significant events are provided for or if there are concerns about the standard of work.
- 5.4 All work should be carried out with the minimum disruption or inconvenience to the general public, and any businesses or groups. The safety of the public and supplier staff is paramount.
- 5.5 The Supplier will notify the Customer as soon as reasonably practicable in the event that there is any service interruption, planned or emergency closure of any Location or part of any Location for a period of more than 24 hours.
- 5.6 Make reasonable efforts to ensure that all goods and services provided to it in connection with the Services comply with existing legislation and good working practice, with any contractors trained appropriately to carry out the tasks.

6. Customer's Covenants

The customer agrees:

- 6.1 To co-operate with the Supplier in all matters relating to the Services;
- 6.2 To make the payments set out in clause 2. Promptly and free of set off or deduction;
- 6.3 To liaise with the nappy & sanitary waste service contractor (This is the responsibility of Abergavenny Town Council).
- 6.4 To seek to resolve any unexpected issues in a timely manner
- 6.5 To arrange regular inspection of the toilets and report any concerns to the Building Cleaning Manager of Monmouthshire County Council.

7. Insurance

The Supplier will at all times during the Term maintain a suitable policy of insurance for each of the following risks:

- 7.1 public indemnity or liability insurance in respect of each or all of the Locations;
- 7.2 buildings insurance to include cover in respect of fire, flood, vandalism or other damage at any or all of the Locations;
- 7.3 contents insurance in respect of any fixtures fittings or contents present at each of the Locations;
- 7.4 employer's liability in respect of any employees, agents or workmen employed from time to time in connection with the provision of the services;
- 7.5 such insurance to be held at a good and reputable insurer and a copy of each annual policy to be delivered up to the Customer annually.

8. Nominated representatives

During the term of the agreement:

- 8.1 the Town Clerk or her deputy from time to time will be the nominated representative of the Customer.
- 8.2 the Cleaning Manager or a nominated deputy at Monmouthshire County Council from time to time will be the nominated representative from the Supplier.
- 8.3 The parties agree to provide notice of any change to their nominated representative(s) as soon as reasonably practicable following their appointment.

9. Disputes and Arbitration

- 9.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
 - 9.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Nominated Representative of the Customer and Nominated Representative of the Supplier shall attempt in good faith to resolve the Dispute;
 - 9.1.2 if the Nominated Representative of the Customer and Nominated Representative of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Policy & Resources Committee of the Customer and [appropriate MCC Senior manager or relevant committee] of the Supplier who shall attempt in good faith to resolve it; and

9.1.3 if the Policy & Resources Committee of the Customer and Building Cleaning Manager of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

10. Compliance with laws and policies

10.1 In performing its obligations under this agreement, the Supplier shall comply with the Applicable Laws.

10.2 The Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws.

11. Service Disruption

11.1 In the event of a disruption to the service due to the closure of the toilets for repairs, general maintenance or any public health directives, the Customer will expect a reduction in the annual service charge as follows:

	1 toilet block	2 toilet blocks
Less than 2 week closure	No reduction	No reduction
2-4 weeks closure	10%	10%
5-12 weeks closure	15%	25%
13-24 weeks closure	25%	50%

11.2 In the event of closure, priority should be given to ensuring that the disabled toilets remain open.

12. Termination of the Agreement

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

12.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

12.1.2 the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;

12.1.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

12.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

12.1.5 on giving three (3) month's notice at any time.

12.2 For the purposes of clause 12.1.2, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

12.2.1 a substantial portion of this agreement; or

12.2.2 any of the obligations set out in clauses 6 & 7,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

12.3 Without affecting any other right or remedy available to it, the Customer may terminate this agreement:

with immediate effect by giving written notice to the Supplier if: the Supplier commits a breach of: Compliance with laws and policies; and

12.4 for convenience by giving not less than three (3) months' written notice to the Supplier.

13. Assignment and other dealings

The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. Public Communications

15.1 Any compliments or complaints received by the Customer relating to the Services or Additional Services will be passed to the Supplier as soon as practicable.

15.2 A copy will also be retained on file by the Customer for consideration as part of the annual review of the agreement.

16. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

We the undersigned undertake to implement and meet the terms and responsibilities laid down in this Agreement.

Signature Anthony C. Derrington
[Appropriate MCC Officer]

Signature _____
Town Clerk / Proper officer of the council

Schedule 1

1. The Services

Agreed Schedule of Works

The Supplier will carry out the following tasks and adhere to the following guidelines:

1.1 Access & Hours of operation –

1.1.1 the Locations will be open to the public and operative daily between 07:00 – 17:00 subject to the exclusions referred to in the Second schedule

1.1.2 Opening and Closure – opening and closure of the Locations is to be undertaken by the Supplier

1.2 Consumables – The Supplier shall:

1.2.1 Procure all toilet roll, soap and other consumables; and

1.2.2 Restock and refill each Location with consumables as necessary.

1.3 hand drying facilities will be available at all locations.

1.4 Inspection - The supplier will undertake regular inspections at the Location and identify of any required repairs.

1.5 Cleaning – the supplier agrees to:

1.5.1 Undertake three full cleans at the Location per day, (Monday – Saturday); and one clean on Sunday.

1.6 Maintenance – shall include:

1.6.1 unblocking of toilets

1.6.2 cleaning of toilet basins, cisterns, floors, basins, taps, handles and any other equipment used by the public or required as part of the toilets provision.

- 2 Emergency repairs to be carried out as soon as reasonably practicable and notified to Abergavenny Town Council. If toilets are closed a notice should be placed at the toilets to advise the public and direct them to the nearest alternative provision.
- 3 The Supplier shall provide their own cleaning and maintenance equipment and protective clothing as required.
- 4 The Supplier will engage a reputable company to carry out legionella and other harmful water borne bacteria testing on a regular basis, not less than at two-year intervals and keep records of this testing, and report on any risks.
- 5 The Supplier shall ensure there is an adequate supply of durable items.
- 6 Manage the utility contracts
- 7 The provision of full out of hours customer contact services for emergency call out, cleaning or repairs.
8. Maintenance of all electrical and mechanical equipment used will be the responsibility of the Supplier and it will be the supplier's responsibility to ensure that where necessary, areas of operation will be securely fenced off to avoid members of the public being injured or harmed in any way and to take any necessary measures to ensure compliance of Health and Safety legislation.

2. Locations

2.1 The parties agree the following locations at which the Services will be provided:

- a) Public Convenience Block at Brewery Yard Car Park / Market Hall, Abergavenny;
- b) Public Convenience Block at Castle Street, Abergavenny; and
- c) Public Convenience Block at Bus Station, Abergavenny.

2.2 The Parties agree that the following additional Locations may be used to provide Additional Services:

- a) Public Convenience Block at Bailey Park, Abergavenny
- b) Public Convenience Block at Linda Vista Gardens, Abergavenny; and
- c) Public Convenience Block at White Horse Lane, Abergavenny.

3. Additional Services

By written agreement and payment of a further charge to be agreed on a case-by-case basis amongst the parties, the Supplier may:

3.1 Upgrade or improve fixtures and fittings at any Location determined by the Customer;

3.2 Upgrade or improve the fabric of the building(s) at any Location determined by the Customer; and

3.3 Open and operate any additional Location or premises within the control of the Supplier and serving as a public convenience within the town boundaries of Abergavenny

Second Schedule

Exclusions & Restrictions