

## **Provision of public conveniences in Abergavenny Town Centre**

### **Service Level Agreement between Abergavenny Town Council and Monmouthshire County Council**

#### **Terms and Conditions of Contract**

##### **Description of Work:**

1. The supplier (Monmouthshire County Council) agrees to undertake an opening, closing, cleaning and maintenance regime of the public toilets located at Brewery Yard, Bus Station car park and Castle Street car park, Abergavenny in accordance with the agreed Schedule of Work attached (Appendix 1)
2. Abergavenny Town Council (Client) will pay an annual service charge of £45,000 (with annual uplift) for this work. Separately Abergavenny Town Council will contract with PHS regarding the provision of a nappy and sanitary waste service.
3. The Town Council has the option to request that Monmouthshire County Council opens the toilets at Bailey Park and that each opening would be an additional cost of X
4. This SLA does not cover significant upgrades to the toilets outside of scheduled planned maintenance. Upgrades will be subject to separate discussions and agreement of costs.

##### **Parties to the Agreement**

5. This agreement is between the Supplier (Monmouthshire County Council) and Client (Abergavenny Town Council)
6. Contact on operational matters will be between the Town Clerk and Operations Officer from Monmouthshire Catering and Cleaning Services
7. Contact on matters relating to the SLA will be between the Town Clerk and Head of Commercial and Integrated Landlord Services

##### **Location of Works**

8. The locations are Brewery Yard, Castle Street Car Park and Bus Station Car Park

##### **Period of Agreement**

9. This agreement applies for a period of 3 years with an annual revision commencing 2021/22

##### **Responsibilities of the Supplier**

10. It is the responsibility of the supplier to undertake the agreed duties promptly safely and to the professional standard in accordance with the agreed schedule of work, and to adhere to any applicable legislation regarding the employees/contractors who carry out the work and to the public who utilise the service.
11. The supplier will work autonomously and without day to day input from Abergavenny Town Council, 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.

12. 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.
13. The supplier will notify the Town Council if there is planned or emergency closure of the any toilet block or part of a toilet block for a period of more than 24 hours
14. The supplier will have sole responsibility for ensuring that the correct equipment including high visibility clothing, eye protectors, ear defenders, helmet and other appropriate clothing is worn at all times by their staff and any sub contractors
15. 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.
16. Abergavenny Town Council expect all goods and services provided to it to comply with existing legislation and best working practice, with contractors trained appropriately to carry out the tasks.
17. It is the responsibility of Monmouthshire County Council to maintain the building in good order and also arrange suitable indemnity against third party claims.

#### Responsibility of the Client

18. To pay the invoice promptly
19. To liaise with the nappy & sanitary waste service contractor
20. To seek to resolve any unexpected issues in a timely manner
21. To arrange regular inspection of the toilets and report any concerns to the supplier

#### Liaison

22. The supplier and the client will have regular monthly meetings to discuss service provision and resolve any issues.

#### Payment Terms

23. Payment will be made annually in arrears. An invoice will be prepared by the supplier and Abergavenny Town Council will pay the invoice within 30 days

#### Nominated representatives

24. An officer from Abergavenny Town Council will be the nominated representative.
25. Xxxxxxx will be the nominated representative from the Supplier.

#### Disputes and Arbitration

26. In the event of any issues which the nominated representatives are unable to resolve they will be considered by the Mayor and Town Clerk of Abergavenny Town Council and the nominated person from the Supplier.

### Disruption to Service

27. 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 client will expect a reduction in the annual service charge as follows:

	<b>1 toilet block</b>	<b>2 toilet blocks</b>	<b>3 toilet blocks</b>
<b>Less than 2 week closure</b>	No reduction	No reduction	No reduction
<b>2-4 weeks closure</b>	2%	5%	10%
<b>5-12 weeks closure</b>	10%	15%	20%
<b>13-24 weeks closure</b>	20%	25%	30%

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

### Termination of the Contract

29. Either party may request a review of this agreement at any time, although at least 3 months' notice should be given of any intention to end the agreement.

### Damage and Complaints/Compliments

30. Any compliments or complaints received with regard to services within this contract will be passed directly to the Supplier for action/retention. A copy will also be retained on file by Abergavenny Town Council for consideration as part of the annual review.

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

Signature \_\_\_\_\_ Signature \_\_\_\_\_

## Appendix 1

### Schedule of Works

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

1. Opening of the toilets every day at 7:00 a.m. apart from Christmas Day and Easter Sunday?.
2. Closing of the toilets every day at 5:00 p.m. apart from Christmas Day and Easter Sunday?
3. Provision of toilet rolls, soap and hand drying facilities. Hand sanitiser?
4. Inspection and identification of any required repairs.
5. X full cleans of the toilets per day, (Monday – Saturday), with one clean on Sunday.
6. Refilling of toilet rolls and soap as and when required.
7. Maintenance of the toilets including unblocking of toilets, 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.
8. Emergency repairs to be carried out within <insert timescale> and notified to Abergavenny Town Council immediately. If toilets are closed a notice should be placed at the toilets to explain to the public why and they are closed and estimated duration of the closure.
9. If, for whatever reason, the supplier is unable to provide the required service Abergavenny Town Council must be notified immediately
10. The Supplier shall provide their own cleaning and maintenance equipment and protective clothing as required.
11. 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.
12. The Supplier will engage a reputable company to carry out water quality testing on a regular basis, keep records of this testing and report on any risks.
13. The Supplier shall ensure there is an adequate supply of durable items.
14. Manage the utility contracts
15. The provision of full out of hours customer contact services for emergency call out, cleaning or repairs.
16. The provision of regular management and operational reports including usage and costs.