

OXFORD COMMUNITY TOILET SCHEME (“the Scheme”)

An Agreement between

Oxford City Council (“the Council”)

and

[name].....of[address].....
.....(“the Participating Organisation”)

Date.....(“the Commencement Date”)

Terms and Conditions

1. The Participating Organisation agrees to become a participant in the Scheme subject to the terms and conditions of this agreement.
2. The Participating Organisation agrees to participate in the Scheme from the Commencement Date until [31st December 2011] (“the Scheme End Date”), but at any time prior to the Scheme End Date either the Council or the Participating Organisation may terminate this agreement (and the Participating Organisation’s participation in the Scheme) by giving to the other no less than 1 month’s written notice.
3. In consideration of the Participating Organisation’s entry into this agreement, the Council will, at no cost to the Participating Organisation, include the name of the Participating Organisation (and where appropriate the address of the Premises) in Scheme promotional material produced by it. Such promotions such include some or all of the following: Scheme posters, leaflets and business cards; promotions in “Your Oxford” publication and on the Council’s website (including a hyper-link to the Participating Organisation’s website where appropriate). The Council will provide the Participating Organisation with at least one Scheme sign, which the Participating Organisation agrees to display in a prominent position at the Premises throughout the period of its participation in the Scheme.
4. While it is a participant in the Scheme, the Participating Organisation shall allow members of the public (Oxford residents and visitors) unrestricted and unobstructed access to the toilet facilities located at its address as given above (“the Premises”) during its normal opening hours, or any variation thereto agreed with the Council. No charge will be levied on members of the public for use of the toilet facilities.
5. The Participating Organisation 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 ancillary products/services (including soap, bins, hand washing and drying facilities, etc), shall comply with all relevant health and safety and other legislation or regulations pertaining to 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, the Participating

Organisation shall ensure that a programme of frequent and regular inspections of its toilet facilities is in operation.

6. While the Participating Organisation 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 in the event that it reasonably believes that it is in its own or in the public's interest to do so.
7. The Participating Organisation agrees to allow the Council (acting through its employees or agents) access to the Premises at any reasonable time to inspect the condition of the toilet facilities. The Participating Organisation acknowledges, however, that the Council is under no obligation whatever to make any such inspection(s), and therefore that the Participating Organisation is solely responsible for ensuring that its toilet facilities meet the Scheme requirements, as set out in this agreement.
8. The Participating Organisation agrees that it is solely responsible for all matters concerning the safety or well being 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 shall the Council be responsible for any damages, costs or expense that might arise as a result of any claim being made by any member of the public using or attempting to use the toilet facilities at the Premises.
9. On or before the Scheme End Date, the Council may write to the Participating Organisation to seek to renew this agreement for a further period of [12 months]. In such event, this agreement shall continue for the said further period, unless the Participating Organisation writes to the Council to withdraw from the Scheme. Similar renewal provisions will apply on each succeeding end date.
10. Participation in the Scheme is personal to the Participating Organisation, whose rights under this agreement may not be assigned or otherwise transferred to any other person/organisation.
11. On the termination of the Participating Organisation's participation in the Scheme (howsoever caused) the Participating Organisation 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 the Participating Organisation from any list of Scheme participants produced by it .
12. The Council does not warrant that the Scheme will continue up to or after the Scheme End Date. Neither does it warrant that any or any specified number of organisations are or will be participants in the Scheme at any time.

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

Signed.....

For and on behalf of the Participating Organisation

Name.....

Position.....