

APPENDIX 2

MINUTE OF AGREEMENT

Between xxxx and xxxxx

SCOTTISH BORDERS COUNCIL, a body corporate under the Local Government etc. (Scotland) Act 1994 and having its principal office at Newtown St Boswells (hereinafter referred to as “the Council”)

and
(hereinafter referred to as “the Service Provider”)

The parties hereto have agreed that in return for payment by the Council to the Service Provider, the Service Provider shall make available to the public the toilet/washroom etc facilities (“the facility”) at **address** (“the building”).

The Service Provider shall maintain and operate the facility in accordance with the terms set out in the Schedule annexed and signed as relative hereto.

This Agreement shall subsist from **date** to **date** from the date hereof, unless earlier terminated by either party giving to the other two months written notice of such termination; IN WITNESS WHEREOF these presents together with the Schedule hereto are signed and witnessed as shown below:-

Scottish Borders Council

Date..... Place.....

.....
Signature of witness Signed on behalf of Scottish Borders Council

..... Name.....
Full Name (including Middle Names) of Service Manager
Witness

.....
Address of Witness

Service Provider

Date..... Place.....

.....
Signature of Witness Signed for and on behalf of Service Provider

..... Name.....
Full Name (including Middle Names) of
Witness

.....
Address of Witness

SCHEDULE TO MINUTE OF AGREEMENT BETWEEN THE COUNCIL AND THE SERVICE PROVIDER

1. Site of Building Providing the Facility

The location of the site is at *****address****. The Service Provider shall ensure suitable access to the building and the facility is maintained.

2. Description of Facility

The facility shall consist of the public toilets/washrooms providing *****male/female facilities /and facilities for the disabled*****, in the following areas – ******area*******.

3. Works Required

The Service Provider shall be responsible for the provision of the building in terms of the Planning Consent and Building Warrants obtained by the Service Provider. The Service Provider should also be compliant with, or actively working towards compliance with it's Statutory duties in terms of the Disability Discrimination Act 1995, (as amended), to the satisfaction of the Council.

4. Signage Requirements

The Council will ensure that there are adequate direction signs and signage at the entrance to the building indicating the facility is available. The Service Provider shall ensure that adequate signage is provided within the building and on the entrance doors to the facility within the building.

5. Period/Times of Opening/Closure

The opening hours of the building providing access to the facility shall be as follows

***** times from survey sheet *******

6. Cleanliness Standard

The Service Provider shall ensure that the facility is maintained in a clean and tidy condition and shall take account of the usage of the facility, not only by the public but by the users of the building.

7. Repair and Maintenance

The Service Provider shall be responsible for all repair and maintenance, both of the exterior and interior fabric of the building and for internal repair and maintenance of the facility.

8. Security

The Service Provider shall nominate responsible key holders to ensure that the building and the facility are opened and closed in terms of the times agreed in respect of Para 5 above.

9. Access for Inspection

The Council will carry out periodic inspections to ensure that the facility is being maintained and cleaned to a satisfactory standard and the Service Provider shall ensure that access is made available for Officers of the Council to carry out these inspections. Feedback on inspections will be available for the Service Provider, from the Council.

10. Contacts Council/Service Provider

The Council will provide the Service Provider with the name of a contact Officer for liaising with the Service Provider. The Service Provider shall detail a named person to whom the Council will have direct contact in respect of maintenance of the facility provided by the Service Provider.

11. Payment for Maintenance/Cleaning

The Council will pay to the Service Provider an agreed sum to contribute to the costs of providing the facility, including, routine cleaning, all consumables for cleaning the facility provision of consumables used within the facility and for ongoing maintenance of the facility. The payment shall be made by the Council to the Service Provider 3 times yearly in advance, in terms of the table below.

Date of Payment	Payment to be made
****	£***
****	£***

12. Rates, Electricity, Water Charges

The Service Provider will be responsible for payment of all rates, electricity and water and sewerage charges in association with the facility. The payment for maintenance and cleaning as detailed in (11) above will take these matters into account.

13. Insurance

The Service Provider shall keep the building, including the facility, insured against loss or damage by fire and such other risks, including insurance of liability for accidental bodily injury or damage to the property of third parties (Public Liability Insurance) and Occupier's Liability Insurance.

14. Indemnity

The Service Provider shall indemnify and keep indemnified, the Council from all liability in respect of any injury to, or the death of any person, damage of any property, heritable or moveable, any interdict or court action or otherwise, by

reason of, or arising directly or indirectly out of the use of the Facility by the public, or from any failure or omission by the Service Provider in the implementation and observance of the obligations on their part, herein contained or referred to and from all proceedings, costs, claims and demands, of whatever nature in respect of such liability or alleged liability.

15. Failure to Meet Required Standards

The Council shall have the right to terminate this agreement by giving not less than two months notice to the Service Provider if the Service Provider fails to meet the requirements of this agreement.

.....
Signed on behalf of Scottish Borders Council

Date:.....

.....
Signed on behalf of the Service Provider

Date:.....