

BROADSTONE TOWN COUNCIL

USE OUR LOO SCHEME - SERVICE LEVEL AGREEMENT

Between

Broadstone Town Council
(the "Town Council")

and

Business / Premises Name
(the "Business")

1. **Purpose of the Agreement**

The Use Our Loo Scheme is a Broadstone Town Council initiative intended to help provide members of the public with access to toilet facilities within the local community.

The scheme aims to encourage local businesses and organisations to make their toilet facilities available to members of the public during their normal opening hours.

The Town Council also provides limited financial support to participating businesses to help offset reasonable costs associated with taking part in the scheme.

2. **The Business's Commitment**

By signing this agreement, the Business agrees to participate in the Use Our Loo Scheme and to:

- a. permit members of the public to use the toilet facilities at the premises during the Business's normal opening hours, subject to the reasonable operation of the Business;
- b. make reasonable efforts to ensure that the toilet facilities are available, clean and maintained to an appropriate standard;
- c. notify Broadstone Town Council if the Business is no longer able to participate in the Use Our Loo Scheme; and
- d. notify Broadstone Town Council of any significant change to the Business's normal opening hours that may affect information published about the scheme.

The Business is not required to provide access to its toilet facilities outside its normal opening hours.

3. **Publicity and Promotion**

The Business gives permission for Broadstone Town Council to:

- name the Business as a participant in the Use Our Loo Scheme;
- include the Business's name and location in maps, lists, websites, social media, printed materials and other promotional information relating to the scheme;
- identify the Business as a participating premises in any publicity relating to the Use Our Loo Scheme; and
- display or promote the Business's participation in the scheme using agreed signage or other promotional materials.

The Business may request that any inaccurate information relating to its participation is corrected.

4. **Access to Facilities**

The Business understands that the Use Our Loo Scheme is intended to provide a welcoming community facility.

However, the Business retains responsibility for the day-to-day management and operation of its premises.

The Business may reasonably manage or temporarily restrict access to its toilet facilities where necessary for reasons including:

- health and safety;
- cleaning or maintenance;
- an emergency;
- the behaviour of an individual; or
- other reasonable operational requirements.

Where reasonably practicable, the Business should make reasonable efforts to ensure that any temporary restriction on access is kept to the minimum period necessary.

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5. **Responsibilities of Broadstone Town Council**

Broadstone Town Council agrees to:

- a. promote participating Businesses as part of the Use Our Loo Scheme;
- b. make reasonable efforts to ensure that published information about the Business is accurate;
- c. update or remove information about the Business when requested, or when the Business ceases to participate in the scheme;
- d. provide the Business with any agreed scheme signage or promotional materials; and
- e. administer the scheme in accordance with the budget and arrangements approved by the Town Council.

6. **Donation to Participating Businesses**

Broadstone Town Council will allocate an annual budget to support the Use Our Loo Scheme businesses.

Subject to the availability of the approved scheme budget, each participating business will be eligible to receive a one-off annual donation of £200 to help offset reasonable costs incurred as a result of participating in the scheme.

The donation is intended to help support costs associated with participation in the scheme, including, but not limited to:

- additional cleaning;
- maintenance;
- utilities; and
- other reasonable operational costs associated with making toilet facilities available to members of the public.

The £200 donation is payable per participating premise. The total amount paid by Broadstone Town Council under the Use Our Loo Scheme will not exceed the total annual budget approved by the Town Council. The payment of the donation is therefore subject to the availability of the approved scheme budget and the terms of any relevant Town Council decision. Participation in the scheme does not create an entitlement to any payment beyond the £200 donation described above, unless separately agreed in writing by Broadstone Town Council.

7. **No Guarantee of Public Use**

Broadstone Town Council does not guarantee the number of members of the public who may use the Business's toilet facilities as a result of participating in the Use Our Loo Scheme.

The Business acknowledges that participation in the scheme is intended to provide a community benefit and that the level of use may vary.

8. **Duration and Ending the Agreement**

This Agreement will commence on the date it is signed and will continue until either party ends the arrangement.

Either the Business or Broadstone Town Council may end the Business's participation in the Use Our Loo Scheme by providing reasonable notice to the other party.

Broadstone Town Council may remove the Business from scheme publicity where:

- the Business is no longer participating in the scheme;
- the Business has requested that its participation ends;
- the Business is no longer operating from the premises;
- the information published about the Business is no longer accurate; or
- there are other reasonable grounds for ending the Business's participation.

Where the Business's participation ends, Broadstone Town Council will make reasonable efforts to remove or update promotional information relating to the Business within a reasonable period.

9. **Changes to the Agreement**

Any significant changes to this Agreement should be agreed in writing by both parties.

Broadstone Town Council may update the general operation of the Use Our Loo Scheme where necessary, subject to any relevant decision or approval required by the Town Council.

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10. **Contact Details**

Business Name: _____

Name of Contact: _____

Position: _____

Telephone: _____

Email: _____

For Broadstone Town Council

Contact: The Proper Officer

Telephone: _____

Email: _____

11. **Agreement**

By signing below, both parties confirm that they understand and agree to the terms of this Service Level Agreement.

For and on behalf of the Business

Business/Premises Name: _____

Name: _____

Position: _____

Signature: _____

Date: _____

For and on behalf of Broadstone Town Council

Name: _____

Position: _____

Signature: _____

Date: _____