

Date: 24/06/2013

**Chapelton Public Toilets  
Agreement for the carrying out of functions pursuant to Section 101 of  
the Local Government Act 1972  
Sheffield City Council ["the City Council"] and Ecclesfield Parish Council  
["the Parish Council"]**

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1. Pursuant to Section 101 of the Local Government Act 1972 it is hereby agreed that the City Council agrees that its management function in respect of the provision of public toilets at Cowley Lane, Chapelton in the City of Sheffield shall be carried out by the Parish Council.
2. The public toilets comprise those public toilets already in existence to include the adjacent mess room as shown edged red on the plan attached for identification purposes only [hereinafter referred to as 'the Premises'].
3. This Agreement shall commence from the date of signing and shall be terminable by either party serving a minimum of one month's written notice to the other.
4. The Parish Council shall keep the Premises open for use by the general public as public toilets from dawn until dusk 7 days a week, excluding 25<sup>th</sup> December.
5. The Parish Council shall ensure that there is a suitable regime in place for the proper and regular cleaning of the Premises by them (or their contractors) to include but not limited to the provision of toilet rolls and wallgate soap.
6. The Parish Council shall be responsible for all rates, water rates, consumables and other outgoings of whatsoever nature which may be levied in connection with the Premises, including the costs of providing a water supply, drainage, heating and lighting to the Premises.
7. The City Council shall retain the use of the Service Room within the Premises (as labelled on the attached plan) for their CCTV equipment serving the adjacent Chapelton Park for which the City Council shall pay a fair proportion to the Parish Council towards the electricity costs associated with the running of the CCTV equipment and shall be responsible for any damage caused to the Service Room by the City Council and its respective employees.

8. The Parish Council is to be responsible for the full repair and maintenance (including replacement thereof where necessary) of the Premises, save for the provisions within term 7. above, including but not limited to all fixtures and fittings the glass woodwork and metalwork in all internal and external door and window openings and for all internal and external decorations and boundary structures to the Premises and provided that the Parish Council shall not be required to put the Premises in any better condition than at the date hereof. In particular, but without limitation, the Parish Council shall:
  - a) keep the Premises free of litter and detritus, and in a safe condition, during the continuation of this Agreement;
  - b) be responsible for the proper and prompt removal of graffiti and any refuse from the Premises and shall not deposit refuse or other items on any shared premises, yards or land adjoining or near to the Premises.
  - c) be responsible for the cost of clearing any blockage in or damage to the drainage system serving the Premises;
  - d) ensure that any grass is regularly cut or mown and that all shrubs and plants to which this Agreement relates are properly cut, pruned and trimmed at all times during the continuation of this Agreement and that no such shrub or plant shall be allowed to obstruct or interfere in any way with or to become a source of danger to passage along the adjoining steps footway or highway, or to overhang any adjoining premises
9. The Parish Council will not cut or lop any trees without the prior written consent of City Council (except in the case of emergency).
10. The Parish Council shall not plant or permit or suffer to be planted any shrub or plant which is of a poisonous nature or may become a nuisance (whether by reason of fruit, flower, leaves or otherwise) and is likely to constitute a source of danger to persons or animals.
11. The Parish Council shall indemnify the City Council from and against any claims of whatsoever nature arising out of and the carrying out of the functions authorised by this Agreement.
12. The Parish Council shall not undertake any alterations or adaptations to the Premises without obtaining the City Council's consent to the proposed works and its approval of the plans and specifications. If the City Council gives its consent and approval, the Parish Council shall be responsible for obtaining any necessary planning permission, building regulation approval or other consents which may be required and subject to obtaining those consents, shall carry out the works in a timely manner, at its own expense and to the reasonable satisfaction of the City Council.
13. The Premises are to be used so as to cause no nuisance or annoyance to adjoining owners or occupiers of adjoining land or premises or to the general public or to the City Council.

14. The Parish Council shall not store or bring upon the Premises any articles or substances of a dangerous or explosive or specially inflammable or combustible nature.
15. The Parish Council shall not enter into or permit or suffer to be entered into any contract for the provision of vending machines and/or the installation thereof at the Premises without the prior written consent of the City Council.
16. The Premises are to be left in a clean and tidy condition and in accordance with Term 8 of this Agreement upon its termination.
17. The City Council permits the Parish Council to use any common access roads for the purposes of access to and egress from the Premises for the purpose of carrying out the functions required by them within this Agreement only and for no other purpose whatsoever and the Parish Council shall not store any goods of any nature on nor cause any obstruction to any roads, paths, corridors, steps or pavements adjoining or near to the Premises.
18. The Parish Council shall not display or permit or suffer to be displayed any signs or advertisements of any nature, except for those required in accordance with health and safety or statute, on the interior or exterior of the Premises save that (subject to a written request) the consent of the City Council to a sign displaying the function of the Parish Council in accordance with this Agreement is not to be unreasonably withheld.
19. The City Council reserves the right to display on and attach to the exterior of the Premises or in the windows thereof any notices and signs advertising the availability of the Premises for sale or for letting throughout the period of the Agreement if they so require.
20. The Parish Council will permit the City Council to view and inspect the Premises without restriction at all reasonable times.
21. It is agreed that this Agreement is personal to the Parish Council is not capable of assignment.
22. It is hereby agreed and declared that this Agreement is an agreement for the discharge of functions only and does not create any property interest in the Premises.
23. The Parish Council is to comply with the requirements of the Public Health Act, Electrical Safety, HSE Regulations and Health and Safety at Work etc. Act and all appropriate Statutes and Local Bye-Laws in force at any time in respect of the carrying out of the functions referred to in this Agreement and shall obtain all certificates and undertake all checks as required to meet this obligation and shall make these available to the City Council if requested.

Signed .....

For and on behalf of the Parish Council

Signed .....

David Howarth MRICS of Kier Asset Partnership Services for and on behalf of the City Council

Date .....

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