

Bath & North East Somerset Council

MEETING	Alice Park Trust Sub-Committee	
MEETING	22 January 2020	
TITLE:	Alice Park Public Conveniences	
WARD:	Lambridge	
AN OPEN ITEM CONTAINING AN EXEMPT APPENDIX		
List of attachments to this report: Appendix 1 – Example Contract Repayment Fee calculation (exempt pursuant to Paragraph 3 of Schedule 12A Local Government Act 1972 (as amended) - information relating to the financial or business affairs of any particular person).		

1 THE ISSUE

- 1.1 This report seeks to set out the contractual arrangements currently in place for the provision of public conveniences at Alice Park.
- 1.2 At the request of Alice Park Trust, the information provided in the body of the report is intended to address questions raised about the services provided within the Healthmatic contract. In turn this information enables the Trust to review its long term plans for the site.

2 RECOMMENDATION

The Committee is asked to;

- 2.1 Provide a clear position on the future management of the public conveniences in Alice Park.
- 2.2 Commit to providing sufficient contractual notice to remove the public conveniences from the contract held by Neighbourhood Environmental Services.
- 2.3 Acknowledge the risks of an early termination on the Lease of the building.

3 THE REPORT

- 3.1 The public conveniences in Alice Park are currently incorporated into the Council's Provision and Investment of a Public Convenience Service Contract with

Healthmatic. This contract is managed by the Council's Neighbourhood Environmental Services team.

- 3.2 The contract commenced on 6 January 2014 and is set to run until 5 January 2029, with a potential 5 year extension.
- 3.3 As part of the contract, significant investment to modernise the facilities has been undertaken. The capital costs associated with the works undertaken at Alice Park is incorporated into the monthly maintenance and servicing charge made by the contractor. The repayment costs for the works are therefore being written off over the full term of the contract.
- 3.4 This report seeks to provide the additional information requested by the Alice Park Trust in turn below.

Annual Charge

- 3.5 A breakdown of the annual contract cost attributed to Alice Park for Year 6 of the contract is set out in appendix 1.
- 3.6 The rate is adjusted in line with annual CPI inflation rates (capped at 2%) every January (the anniversary of the contract).
- 3.7 The income from the 20p user fee offsets the annual net charge applied.
- 3.8 The annual contract fee covers all capital works, on-going maintenance and repair of the building in line with the Lease. It also covers cleaning and provision of consumables, utilities, collection and banking of income, emergency call out work, and recording and responding to complaints and customer queries.

Opening hours

- 3.9 The public conveniences located in all parks covered by the Healthmatic contract open and close at pre-set summer and winter times as advertised to visitors on the Council's website. The current opening hours for the parks toilets are 7am – 9pm, they close at the earlier time of 6pm in the winter.
- 3.10 However where there is customer demand, there is of course flexibility in this arrangement. The opening hours at Alice Park were altered at the request of the local boules club. The public conveniences currently open at 7am and close an hour later at 10pm to allow for the clubs later tournaments.
- 3.11 The rationale in not making the toilets available 24/7 is to deter vandalism and homeless occupation of the facilities.

Service Contract

- 3.12 The Council may vary its public toilet provision at any time during the contract period.
- 3.13 In order to remove the facilities in Alice Park from the Healthmatic contract, a variation notice would need to be served providing a minimum of 3 months' notice.
- 3.14 Should the Trust opt to instruct officers to remove Alice Park from the Council's public convenience service contract, a proportion of the capital investment in the

facilities would need to be repaid to Healthmatic. The Contract sets out the formula to be used in this scenario. Appendix 1 sets out an example of the repayment formula. This appendix is exempt due to reasons of commercial confidentiality.

- 3.15 A significant investment has been made modernising the facilities at Alice Park. As previously noted, the repayment of this investment is made through the combined annual capital and revenue contract fee. Appendix 1 sets out an example of the repayment fee that would be payable by Alice Park Trust.

Lease

- 3.16 In conjunction with the contract, the Council's Property Services team agreed a full repairing Lease with the contractor for occupation and maintenance of the building to operate the public conveniences.
- 3.17 The current terms of the Lease do not allow for termination without the contractors consent. There is no break clause within the Lease which could be readily applied to a decision to remove the Alice Park site from the service contract. At this time, Healthmatic are not minded to agree a termination to the Lease as it is a key site within the service contract.
- 3.18 The break clauses within the Lease allows for termination on:
- (1) 5 January 2029
 - (2) In the event the service contract is terminated in its entirety.
 - (3) In the event that the landlord wishes to redevelop the premises
- 3.19 Property Legal has advised that a variation to the current terms of the Lease would be required, with Healthmatics consent.

4 STATUTORY CONSIDERATIONS

- 4.1 The Council is sole corporate trustee of the Alice Park Trust. The Alice Park Trust's Sub-Committee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with Trust's objects and the duties it owes pursuant to the Charities legislation.
- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council

5 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 5.1 The financial implications are contained within the body of the report.

6 RISK MANAGEMENT

- 6.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.
- 6.2 The current arrangements allow for continued investment by the Contractor to ensure modern facilities are maintained over the remaining 10 years of the contract. These are unknown costs, the risk of which currently sits with the contractor.

7 CLIMATE CHANGE

7.1 This report is being provided for information only about Alice Park Trust options for the future provision of public conveniences, and therefore does not include any decisions that have a direct impact on Climate Change.

8 OTHER OPTIONS CONSIDERED

8.1 None

9 CONSULTATION

9.1 Those consulted in preparing this report include officers in Property, Legal, Parks and Finance teams.

9.2 The Council's Monitoring Officer, Section 151 Officer and Corporate Director have had the opportunity to input to this report.

Contact person	Lisa Gore 01225 394280
Background papers	None
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