

Bath & North East Somerset Council

MEETING	Alice Park Trust Sub-Committee (APTSC)		
MEETING	24th November 2023		
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 This information was previously provided in 2019 for review and has therefore been updated to reflect current cost implications to APTSC for subsequent review.

2 RECOMMENDATION

The Committee is asked to;

- 2.1 Assess the options below for the future provision of the public conveniences in Alice Park
 - (1) Alice Park Trust Sub Committee continue as now, with services provided as part of the wider contract the Council holds with Healthmatic until 2029 paid for by Alice Park Trust; Or
 - (2) Alice Park Trust Sub Committee request to buy themselves out of the existing contract and appoint a new operator to clean and maintain the facilities directly.

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 Environmental Services team.
- 3.2 The contract commenced on 6th 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 was 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 term of the contract.
- 3.4 This report intends to set out options for consideration by APTSC on the operation of the facilities from 1 April 2024.

Annual Charge

- 3.5 A breakdown of the annual net contract cost attributed to Alice Park for Year 10 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 a small percentage of the annual charge applied, approximately 5% of the overall costs.
- 3.8 The annual contract fee paid by Alice Park Trust 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. Exit from the contract will result in all costs falling on the APTSC.

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 – 6pm, they close at the later time of 9pm in the winter.
- 3.10 However, where there is customer demand, there has been flexibility in this arrangement. The opening hours at Alice Park are altered at the request of the local boules club to allow for 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 is permitted to vary its public toilet provision at any time during the contract period. 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.

- 3.13 Should the APTSC 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 by Alice Park Trust. 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 from wider sharing due to reasons of commercial confidentiality.
- 3.14 A significant investment was made in 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 should this site be removed from the Healthmatic contract.

Lease

- 3.15 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.
- 3.16 The current terms of the Lease do not allow for termination without the contractor's 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. This would need to be negotiated with Healthmatic.
- 3.17 The break clauses within the Lease allows for termination on:
- (1) 5th 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
- 3.18 Property Legal advice is that a variation to the current terms of the Lease would be required, with Healthmatic's consent.
- 3.19 Any costs associated with producing the variation and the ongoing building maintenance requirement, and costs, will fall on Alice Park Trust.

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 and within exempt Appendix A.

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 upkeep and maintenance by the Contractor to ensure the facilities are fit for purpose for the remaining term of the contract. These are unknown costs to the Council as this risk 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	Chris Major
Background papers	
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