



HELSTON TOWN COUNCIL
Konsel an Dre Hellys

The Guildhall, Helston, Cornwall, TR13 8ST
Tel: 01326 572063
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19th January 2023

To: Members of the Amenities Committee

Copy to Members of the Town Council for information

Dear Councillor,

A Meeting of the Amenities Committee will be held in The Guildhall, Helston on **THURSDAY 26TH JANUARY 2023 at 7.00 p.m.** for the purpose of transacting the undermentioned business.

Yours faithfully

P J Lavelle

Pamela Lavelle
Town Clerk

AGENDA

1. Apologies for absence.
2. Declarations of Interest.
3. At this juncture the Meeting will adjourn for a period of up to fifteen minutes to permit members of the public present to make observations in respect of any items on this Agenda.
4. To approve and sign the Minutes of the Meeting held on 24th November 2022 (**Page 3**).
5. Matters Arising from the 24th November 2022 Minutes (for information exchange only).
6. To receive an update on local National Trust activities.
7. To receive verbal reports by, and to put questions to, the Grounds/General Maintenance Supervisor.

8. To consider the Report of the Projects Officer regarding the Guildhall Public Conveniences and the Community Toilet Scheme (**Page 7**).

9. To consider the Report of the Town Clerk (**Page 21**).

10. Exclusion of the Press and Public

The Council is invited to pass the following resolution:-

“That pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act, 1960 the press and public be excluded from the Meeting for the following item of business by reason of the confidential nature of the business to be transacted.”

11. To consider the confidential report of the Town Clerk (**Page 23**).

MINUTES OF A MEETING OF THE AMENITIES COMMITTEE
HELD IN THE GUILDHALL
ON THURSDAY 7TH NOVEMBER 2022 AT 7.00PM

Councillors: Councillor Ramsden in the Chair

R Williams
R J L Boase

Mrs F N E Boase
M H Thomas

P Webb

Officers: Miss P J Lavelle – Town Clerk

212. Apologies

An apology was received from Councillor Benyon.

213. Absent

Councillor Reverend Reed was absent without giving apologies.

214. Minutes

On the proposition of Councillor Thomas, seconded by Councillor Webb, it was

RESOLVED – that the Minutes of the Meeting held on 3rd October 2022 be approved and signed as a true record.

215. Presentation regarding the Process to Create a Friends of Coronation Gardens Group

The Community Partnership Officer from Cormac was not present at the meeting.

216. Guildhall Sound System

The Chair expressed concern with the performance and effectiveness of the Guildhall Sound System and recommended that a new system be considered. The Town Clerk questioned whether the Committee wished for the investigations to include a system that would be compatible with the potential streaming of Council meetings and to a system for the Corn Exchange.

Following a detailed debate it was proposed by Councillor Webb, seconded by Councillor Mrs Boase, and unanimously

RESOLVED – that Councillors R J L Boase and Ramsden be given delegated authority to work with the Town Clerk to explore costs for a sound system for both the Council Chamber and the Corn Exchange to include suitability for streaming meetings and consideration of a baffling option.

217. Report of the Town Clerk**i) Bench at Bosnoweth**

The Town Clerk confirmed that Council officers had not detected any signs of anti-social behaviour in the area of the bench and there had been no reports of issues from neighbouring residents. It was agreed that no action be taken with the bench at that time and the situation continued to be monitored.

ii) Hedgehog Houses

Following a brief debate, it was proposed by Councillor Thomas, seconded by Councillor R J L Boase, and unanimously

RESOLVED – that the Town Council offer to donate a Hedgehog House to Helston Community College and each of the three Primary Schools in Helston.

218. Exclusion of the Press and Public

On the proposition of Councillor Thomas, seconded by Councillor R J L Boase, it was

RESOLVED – that pursuant to the provision of the Public Bodies (Admissions to Meetings) Act 1960, the press and public be excluded from the Meeting for the following items of business by reason of the confidential nature of the business to be transacted.

219. Confidential Report of the Town Clerk

Members considered the confidential report of the Town Clerk circulated prior to the meeting.

i) Council Chamber Committee Table

On the proposition of Councillor Thomas, seconded by Councillor R J L Boase, it was unanimously

RESOLVED – that this item be deferred until further information on the internal appearance of the Guildhall following the proposed works was available.

ii) Guildhall Building Valuation

On the proposition of Councillor Thomas, seconded by the Chair, it was unanimously

RESOLVED – that the quotation from Crossley Hill Charter Surveyors for a reinstatement valuation of the Guildhall be accepted at a cost of £650.00 + vat.

iii) Public Convenience Cleaning

It was proposed by the Chair, seconded by Councillor Thomas, and unanimously

RESOLVED – that the Council accept the tender from LCS Logical Cleaning Solutions to clean the public conveniences for 1 year at a cost of £30,995.00 + vat.

iv) Guildhall – Hot Water Boiler

It was proposed by Councillor Thomas, seconded by Councillor Mrs Boase, and

RESOLVED – that the Town Clerk be given delegated authority to proceed with the company who were able to carry out the works at the earliest opportunity.

v) Guildhall – Electrical Works

On the proposition of the Chair, seconded by Councillor Webb, it was unanimously

RESOLVED – that the Council accepted the quotation from Livewire Electrical at a cost of £696.39 + vat.

Meeting closed at 8.06pm

Confirmed

Chair

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REPORT OF THE PROJECTS OFFICER
Amenities Committee 26th January 2023

1. Introduction

- 1.1 This report will highlight the research findings following a visit to Penzance Town Council to understand and explore how they established their Community Toilet Scheme. It will explain how their scheme was set up, how it operates, what it costs and also the benefits it brings to the community. At the end of the report, I will conclude by presenting recommendations for consideration by the Amenities Committee.

2. The Need for a Community Toilet Scheme in Helston

- 2.1 As Members are aware, there is currently public toilet provision in the town centre at the following locations;

- Bowling Green
- The Parade
- Guildhall

In addition to public toilets, there are also WCs at Coronation Park café, which although on the town outskirts, are open for public use and are accessed separately from the café.

The Parade and the Bowling Green toilets are limited in terms of condition and size. With the 'Restoration and Reimagining' project underway for the Guildhall, the proposal is to remove the public toilets to open up and convert this space for new uses and to enhance the aesthetic of the rear entrance to the Guildhall from Church Street. The plan is to replace this toilet provision with more modern, fit for purpose WCs in the form of a disabled WC and an ambulant WC in the basement at Bowdens, which is part of the Cultural Quarter project. It is proposed this is funded through the Levelling Up bid which has been submitted for Helston, with a decision expected at the end of January 2023.

As a result of the above, the proposal to establish a Community Toilet Scheme for Helston was put forward and my predecessor contacted a number of businesses in the town centre to see if they would be minded to offer their toilets to members of the public who wished to use them, but who were not necessarily a customer of their business. Progress was made and a number of businesses agreed to this concept, on the understanding that they would receive an annual payment to help contribute to additional cleaning and maintenance costs they would incur as a result of increased usage.

3. Case Study: Penzance Town Council

- 3.1 I arranged for a fact-finding visit to Penzance Town Council to meet with their Amenities Manager which was attended by myself and the Town Clerk. The findings of our research are summarised below;

- Penzance see their Community Toilet Scheme as an alternative to public toilet provision in the town, certainly not a replacement of.

- The scheme is so popular with the business community that there is a waiting list to join the scheme.
- They have tactically targeted specific areas of their parish where there is a gap in public provision as a way of enlisting participant businesses.
- They have created a contract which they have shared with us as a template agreement between the participant organisation and the Town Council.
- They have shared details of their tariff with us, as a case study example. Their tariff is based on what level of provision the participant business can offer and the Town Council pay an annual fee to the organisation/business. This helps contribute to additional costs of increased usage of the facilities. (a copy of this and the contract template is appended to the report – **Appendix A**).
- They have procured cleaning services from a commercial provider, who they believe is providing a best value service.
- They see this scheme as an important investment and part of the visitor/resident experience when visiting Penzance.
- They have created a colourful and customer friendly leaflet which explains their scheme in detail and links to their website. This marketing effort is part of their offer. <https://www.penzance-tc.gov.uk/penzance-community-toilet-scheme-is-back/> (the link to their leaflet and details of their scheme are above)
- They are proud of their scheme and there have been very few examples of businesses leaving the scheme, apart from business closure.
- The Town Council invests Officer time of the Amenities Manager and the Communications/Marketing Officer to ensure the scheme is operated and promoted in a timely and professional manner.

4. Recommendations for decision

The following recommendations are for consideration by the Amenities Committee.

4.1 Alternative provision of Public Toilets

If Helston is to maximise the opportunity of restoring and reimagining the Guildhall, to its full potential including reconfiguring the basement uses and creating an impressive rear entrance door from Church Street, (befitting of the cultural significance of the Guildhall building, and its prominence in the emerging Cultural Quarter), then it seems logical to find and fund alternative solutions for toilet provision in the town centre. It needs to be noted that the proposed removal of the public toilets at the Guildhall would form part of a wider public consultation once architects have been appointed and design options created as part of the Reimagining project. (for which the Town Council are applying to Shared Prosperity Fund and Heritage Lottery Fund to financially support).

The creation of modern, fit for purpose WCs in the basement of Bowdens, is a good solution and would offer an overall better facility for a range of individuals' needs. The outcome of the Levelling Up funding should be known by the end of January 2023. It is therefore recommended that if the funding is agreed, then this solution will proceed in any case. If the Levelling up funding is not agreed, it is proposed that this is added to the request for funding within the Council's submission to the Shared Prosperity Fund and the Heritage Lottery Fund, to enable it to still proceed.

4.2 **Establishing a Community Toilet Scheme for Helston**

In order to establish a community toilet scheme similar to Penzance that would run alongside public provision, it is recommended that the first stage is to agree a Tariff and budget that will enable investment in such a scheme to take place. A draft Tariff is attached to this report for decision and adoption (**Appendix B**).

4.3 It is further recommended that the Projects Officer works with the Town Clerk, to assess which areas in the town centre present a gap in terms of provision and for the Projects Officer to visit and engage with potential participant businesses/organisations with a view to reaching agreement on their level(s) of participation.

4.4 In order to effectively launch a Community Toilet Scheme, it is recommended that due time and money needs to be invested in creating a marketing leaflet and website page that will actively promote the scheme to visitors and residents. This includes investment of time to ensure it is kept regularly up to date and that the success of the scheme is being monitored on an ongoing basis, so that relationships with participating businesses are maintained in a positive manner and two-way communication to resolve any issues is an ongoing responsibility of a dedicated Officer.

Charlotte Caldwell 12 January 2023

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**PENZANCE
COUNCIL**

**PENLEE CENTRE
PENLEE PARK
PENZANCE
CORNWALL TR18 4HE
Telephone: (01736) 363405
Email: info@penzance-tc.gov.uk**

TOWN CLERK: HESTER HUNT

Date 2022

Penzance Community Toilet Scheme Membership Agreement

Parties

(1) Penzance Council of Penlee Centre, Penlee Park TR18 4HE (Council)

(2)of

.....(Participant)

1. INTERPRETATION

1.1 The following definitions apply:

Business Day: A day other than a Saturday, Sunday or Public Holiday in England.

Charge: The fee payable by the Council to the participant for the supply of the services in accordance with Schedule 1

Commencement Date: 1st April 2022 (01/04/2022)

Council: Penzance Council

Participant: The person or firm from whom the Council purchases the Services

Premises: The location of the toilets as set out in Schedule 1

Scheme: The Community Toilet Scheme operated by Penzance Council

Services: Unobstructed access by the general public to, and use of the Toilets during the opening hours of the Participant's Premises for the duration of this agreement.

Toilets: The toilets to be accessible by the public at the Premises as set out in Schedule 1.

2. COMMENCEMENT AND DURATION

2.1 The Services shall be supplied from the Commencement Date for a minimum period of 3 months and, after that, shall continue to be supplied unless this agreement is terminated by one of that parties giving the other at least one month's written notice to terminate or in accordance with clause 9.

3. SUPPLY OF SERVICES

3.1 In Providing the Services, The Participant shall:

(a) allow members of the public access to, and use of the Toilets at the Premises without charge during the opening hours, as set out in Schedule 1.

(b) co-operate with the Council in matters relating to the Services, and comply with the instructions of Penzance Council;

(c) display at least one sign provided by the Penzance Council showing its membership of the Scheme at the premises so as to be clearly visible to the public for the duration of this agreement or until terminated in accordance with clause 9.

(d) ensure that the number of cubicles set out in Schedule 1 is maintained.

4 MINIMUM STANDARDS

4.1 In providing the Services, the Participant shall:

(a) maintain the operation and hygiene of the Toilets to a reasonable standard;

(b) provide sundry items and services required to comply with clause 4.1(a);

(c) observe health and safety rules and regulations and other security requirements that apply to the Toilets or the Premises; and

(d) permit Penzance Council to inspect the Toilets without notice during the opening hours set out in Schedule 1.

5. COUNCIL'S OBLIGATIONS

5.1 The Council shall for the duration of this agreement:

(a) include the name of the Participant and the address of the Premises in material promoting the Scheme and on Penzance Council's website; and

(b) provide at least one sign indicating the Participant's membership of the Scheme to be displayed at each Premises.

6. CHARGES AND PAYMENT

6.1 The Charges for the Services shall be set out in Schedule 1, and shall, unless otherwise agreed in writing by Penzance Council, include every cost and expense of the Participant directly or indirectly incurred in connection with the performance of their obligations under this agreement.

6.2 The Participant shall invoice Penzance Council for the Charges in arrears on the last day of each quarter, being 31 May, 31 August, 30 November and 28 February (Payment Date). Each invoice shall include such supporting information required by Penzance Council to verify the accuracy of the invoice.

6.3 The first instalment shall be invoiced on the first Payment Date after the Commencement Date and shall be the proportion of the Charges, calculated on a daily basis, for the period from and including the Commencement Date until the first Payment Date.

6.4 On termination of this agreement, the final instalment shall be the proportion of the Charges, calculated on a daily basis, for the period from and including the last Payment Date preceding the termination date until the termination date.

6.5 In consideration of the supply of the Services by the Participant, Penzance Council shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in the writing by the participant.

6.6 All amounts payable by Penzance Council under this agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where and taxable supply for VAT purposes is made under this agreement by the Participant to Penzance Council, the Council shall, on receipt of a valid VAT invoice from the Participant, pay to the Participant such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.7 The Participant shall maintain complete and accurate records of the time spent and materials used by the Participant in providing the services and shall allow the Council to inspect such records at reasonable times on request.

7. INDEMNITY

7.1 The Participant shall keep Penzance Council indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Penzance Council as a result of or in connection with any claim made or threatened against the Council by a third party arising out of, or in connection with the supply of the Services.

7.2 This clause shall survive termination of this agreement.

8 INSURANCE

For the duration of this agreement, the Participant shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with this agreement and shall, on Penzance Council's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9 TERMINATION

9.1 Without limiting its other rights or remedies, Penzance Council may terminate this agreement with immediate effect by giving written notice to the Participant if:

- (a) the Participant breaches its obligations under any clause of this agreement
- (b) The Participant commits a material breach of any other term of this agreement and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of receipt of notice in writing to do so; or
- (c) The Participant repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

9.2 Termination of this agreement, however arising, shall not affect any of the parties' right and remedies that have accrued as at termination.

9.3 Clauses which expressly or by implication survive termination of this agreement shall continue in full force and effect.

10 FORCE MAJEURE

10.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control (Force Majeure Event)

10.2 The Participant shall use all reasonably endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

10.3 If a Force Majeure Event prevents, hinders or delays the Participant's performance of its obligations for a continuous period of more than 20 Business Days, the Council may terminate this agreement immediately by giving written notice to the participant.

11. GENERAL

11.1 Assignment and other dealings. The Participant may not assign or transfer its rights or obligations under this agreement without the prior written consent of the Council.

11.2 Notices

(a) any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be

delivered personally, or sent by pre paid first class post or other next working day delivery service, commercial courier, fax or email.

(b) a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2 (a); if sent by pre paid first class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.3 Waiver. A waiver of any right or remedy under this agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.4 No partnership or agency. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.5 Third Parties. A Person who is not a party to this agreement shall not have any rights to enforce its terms.

11.6 Variation. Except as set out in this agreement, no variation of this agreement, including the introduction of any additional terms, shall be effective unless it is agreed in writing and signed by Penzance Council.

11.7 Governing Law. This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

11.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed for and on behalf of Penzance Council

Name:

.....

Signature

.....

Signed for and on behalf of the Participant

Name

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Signature

.....

Date

.....

SCHEDULE 1**PENZANCE TOWN COUNCIL - COMMUNITY TOILET SCHEME**

Opening Hours	Gents	Ladies	Disabled	Baby Change	Basic Fee 5 Days	6 Days	7 Days
Under 12 Hours	X	X			£800.00	£880.00	£960.00
Under 12 Hours	X	X	X		£900.00	£990.00	£1080.00
Under 12 Hours	X	X	X	X	£1000.00	£1100.00	£1200.00
Over 12 Hours	X	X			£1100.00	£1210.00	£1320.00
Over 12 Hours	X	X	X		£1200.00	£1320.00	£1440.00
Over 12 Hours	X	X	X	X	£1300.00	£1430.00	£1560.00

SCHEDULE 2

PENZANCE COUNCIL – COMMUNITY TOILET SCHEME APPLICATION FORM:

Address of the Premises:

	Number of Cubicles
Gents	
Ladies	
Disabled	
Baby Change	

Opening Hours:

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

Bank Details for Bacs payment

Account name
 Sort Code
 Account Number

HELSTON COMMUNITY TOILET SCHEME ANNUAL TARIFF

Opening Hours	Gents	Ladies	Disabled	Baby Change	Basic Fee 5 Days	6 Days	7 Days
8 – 12 Hours	✓	✓			£800.00	£880.00	£960.00
8 – 12 Hours	✓	✓	✓		£900.00	£990.00	£1,080.00
8 – 12 Hours	✓	✓	✓	✓	£1,000.00	£1,100.00	£1,200.00
Over 12 Hours	✓	✓			£1,100.00	£1,210.00	£1,320.00
Over 12 Hours	✓	✓	✓		£1,200.00	£1,320.00	£1,440.00
Over 12 Hours	✓	✓	✓	✓	£1,300.00	£1,430.00	£1,560.00

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REPORT OF THE TOWN CLERK**1. Bench at Bosnoweth**

Following Members request Council staff have visited the site of the bench at various times of day and have not detected any indication of anti-social behaviour taking place and have received no reports from neighbouring residents.

**Town Clerk
19th January 2023**

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