



# South Somerset District Council

## VOLUME 2 – Services Specification

***Note for ISIT: This draft specification is provided as guidance for bidders as to the Council's key requirements. The Council is prepared to discuss the specification if changes to the approach would result in a better value for money solution***

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## **Introduction**

Our Vision for South Somerset:

A place where businesses flourish, communities are safe, vibrant and healthy; where residents enjoy good housing and cultural, leisure and sporting activities.

The Council specifically wishes to see the services at its Leisure Centres operated in an efficient, customer focussed, professional and well managed way with a view to increasing participation by residents in sport and physical activity, encouraging the inactive to become active, to improve their health and wellbeing, and to help address health inequalities across the district.

## Behavioural Agreement

### WHAT THE AUTHORITY WANTS FROM THE CONTRACTOR

- Commitment to customers
- Value for money
- Innovation and commitment to continuous improvement
- Proactive approach to problems
- High user satisfaction
- Agreement to outcome based specifications
- Early warning if anything goes wrong
- Top quality service
- Leadership and presence
- Honesty in relation to mistakes
- Working with the Authority to improve the service
- Commitment to celebrating diversity
- An organisation that is excellent to work for

### SHARED BETWEEN THE AUTHORITY AND THE CONTRACTOR

- Partnership
- Success
- Open communication
- Trust
- Clear communication lines
- Learning relationship
- Calmness under pressure
- Commitment to improve
- No surprises
- Consistent behaviour
- Commitment to high standards
- Greater sustainability
- Commitment to developing the service

### WHAT THE CONTRACTOR WANTS FROM THE AUTHORITY

- On time payments
- Praise when earned
- Room to be creative
- Trust in monitoring
- Quick decision making
- No blame culture
- Acknowledgement of part played in success
- Fair treatment
- Consistency

This Services Specification sets out the Performance Standards that the Contractor shall meet in the delivery of the Services during the Contract Period. It details the requirements that the Contractor shall meet for the ongoing operation of the Facilities, associated buildings, grounds, pitches, courts and any other leisure amenities as specified within this Services Specification throughout the Contract Period.

The structure of this Services Specification directly relates to how the Performance Standards will be assessed for the purpose of Schedule 6 (Payment and Performance Monitoring System) and is set out as follows:

**Part 1A – General**

- Specified Facilities
- Property Database

**Part 1B – Annual Performance Requirements**

- Authority's Outcomes
- Quality Management Accreditation
- Participation Targets
- Social Value

**Part 1C - Service Performance Requirements**

- Cleaning
- Environmental and Energy Management
- Customer Service
- Catering and Vending
- IT Systems
- Maintenance of Buildings, Plant and Equipment
- Grounds Maintenance
- Event Management
- Reporting
- Active Communities Plan
- Marketing and Publicity
- Major Incident Reporting
- Other Reporting

**Part 1D – Facility Performance Requirements**

- Pricing Requirements
- Opening Hours
- Activity Programming
- Programmes of Use
- Booking Systems
- Health and Safety Management
- Equipment
- Access
- Legislation and Policy
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating (Thermal Comfort)
- Lighting
- Pool Water Quality (Swimming Pool Installations)
- CCTV and Security
- Staffing

The terms and expressions used in this Schedule shall bear the same meaning as set out in Clause 1 (Definitions and Interpretation) and Schedule 6 (Payment and Performance Monitoring System) of the legal agreement.

This Service Specification uses the following structure to provide the Contractor with the requirements and Performance Standards of the Authority.

**Required Outcome**

Provides the Contractor with a high level view of the outcome and context of the requirements of the Authority which the Contractor shall meet.

**Performance Standards**

A list of standards that relate to the output that the Contractor shall meet but which are covered by regulations, Legislation, British Standards etc. that set out the level of performance that the Contractor shall deliver in order to meet the requirements of the Authority. These must be met by the Contractor if the Services Specification is deemed to be achieved.

**Reporting Requirements**

This details the reporting requirements which the Contractor shall meet in relation to the specified Performance Standard.

**1.1 Measurement**

- 1.1.1 The monitoring of the Contractor's achievement of the Performance Standards shall be measured in accordance with Clause 26 (Performance Monitoring) of this Legal Agreement. Monitoring of the Services and categorisation and reporting of Performance Failures shall be carried out in accordance with Schedule 6 (Payment and Performance Monitoring System).

**1.2 Reporting**

- 1.2.1 The Contractor is obliged to report on its own performance in accordance with this Agreement and in particular with Clause 26 (Performance Monitoring), Clause 37 (Payment during the Services Period), Clause 38 (Continuous Improvement) and Schedule 6 (Payment and Performance Monitoring System) in order to meet the Performance Standards set out in this Schedule.

## Part 1A – General

### 1.3 Specified Facilities

1.3.1 For information purposes only, the table1 below outlines the facilities at the Facilities that are to be provided during the Contract Period.

1.3.2 The Facilities are abbreviated as follows:

- Goldenstone Leisure Centre (GLC)
- Wincanton Sports Centre (WSC)
- Westlands Sport and Fitness Centre (WSFC)
- Chard Leisure Centre (CLC) – due to open September 2021

Zone	GLC	WSC	WSFC	CLC
Entrance Area and Reception	✓	✓	✓*	✓
Sports Hall Multi-Use (4 court)	X	✓	✓	X
Swimming Pool (25m)	✓	✓	X	✓
Separate Learner Pool	✓	X	X	✓
Multi-purpose Zone and Dance Studio	✓	✓	✓	✓
Fitness Suite	✓	✓	✓	✓
Health Suite	X	X	X	X
Wet Changing for Pool	✓	✓	X	✓
Dry Changing for Non-Pool Activities	X	✓	✓	✓
Toilets (Outside of Changing Facilities)	✓	✓	✓	✓
Staff Room and Changing Facilities	✓	✓	✓	✓
Staff Offices	✓	✓	✓	✓
Squash Courts	X	X	✓	X
Bar, Catering and Vending Facilities	✓	✓	✓	✓
Car Park, Access and Other External Areas	✓	✓	✓	✓
Creche	X	X	X	X
Soft Play Facility	X	X	X	✓

\* no reception desk within the entrance area, self-serve only

Please note the Contractor is not responsible for the car park at Goldenstones.

Note: In addition to these facilities the Council are considering the inclusion of Yeovil Recreation Centre in the Contract – this is to be discussed during negotiation.

1.3.3 The Facilities shall allow full community access to and participation in the facilities and activities therein. The Contractor shall comply with the requirements of the Equality Act 2010 and other Legislation. Zone Data Sheets are provided in Appendix 4 of this Schedule 1 Part 3 (Services Specification) setting out the Facility Performance Requirements to be achieved for each Zone during the Contract Period.

### 1.4 Property Database

1.4.1 The Contractor must maintain the Authority's existing Pre Planned Maintenance (PPM) database (the "**Property Database**"), which is a record of all new and existing structures, plant, materials, components, and fittings over the Contract Period.

1.4.2 This shall be achieved by developing the following:

- Asset registers of the Facilities, to be updated as and when alterations or any new works are carried out (as applicable)
- An equipment inventory which shall be updated as and when equipment is removed, updated and/ or introduced
- Development of an energy management and monitoring programme
- Updated Equality Act 2010 audits
- Updated asbestos register
- Updated legionella monitoring and control record
- Periodic electrical test certificates.
- Water quality and water hygiene records.

1.4.3 The minimum requirements for each item logged on the Property Database are as follows:

- Manufacturer/model/serial number and date of installation
- Contact information of the manufacturer/importer/agent/supplier
- A unique identification barcoded asset label (if appropriate)
- The inspection/service interval required (including statutory inspections)
- Record(s) of inspections
- Information on any modifications/specification changes/refurbishment/ replacement of items
- Information on buildings, energy and utilities usage
- Condition and lifecycle of the plant/equipment.

1.4.4 The Property Database shall be easily interrogated by 'key word entry' to find, for example, the life history of a 'component'. A copy shall be submitted to the Authority for approval one month before the Commencement Date and three months prior to the beginning of each subsequent Contract Year. This must be an electronic database and the Authority shall have remote read-only access to the database.

1.4.5 The Contractor is required to keep all legionella information on its premises and all records shall be passed to the Authority immediately upon receipt.



## Part 1B – Annual Performance Requirements

The following items shall be assessed annually:

- Authority's Outcomes
- Quality Management Accreditation
- Participation Targets
- Sport England National Benchmarking Service
- Inclusive Fitness Initiative (IFI) Mark

### 1.5 Authority's Outcomes

#### ***Required Outcome***

1.5.1 The Authority wishes to see the Contractor working towards and adhering to key national, regional and local strategic policy. It also wishes to be able to demonstrate that investment and action is making a difference to people's lives and to be able to demonstrate the impact the delivery of the leisure service is having on individuals and communities within the district. The Authority requires the Contractor to work in partnership to demonstrate the outcomes being achieved through the delivery of the leisure service.

1.5.2 The Contractor shall ensure that the Services contribute towards and shall evidence the Services' contribution towards the following documents (or the future equivalent/replacement strategies/documents):

- Council Plan 2020-2024
- South Somerset Environment Strategy
- South Somerset Leisure Facility Strategy 2018-2036

(the "**Authority's Outcomes Documents**")

1.5.3 In particular, the Contractor shall provide services which contribute to the following wider local Strategic Outcomes:

- Enable healthy communities which are cohesive, sustainable and enjoy a high quality of life
- The improved health and wellbeing of local residents
- Reduced obesity levels, particularly for target groups
- Improved mental health levels, particularly for target groups
- Educating, protecting and providing opportunities for young people; particularly in areas of identified need
- To be carbon neutral across our own operations and land holdings by 2030 at the latest, and ideally by 2023

1.5.4 The Authority has identified the following key Strategic Priorities for the services to be delivered by the Contractor which are designed to contribute to the Local Authority's wider local Strategic Outcomes:

- Delivering high quality services that meet required service standards, exceed customer expectations and are affordable
- Delivering financially and environmentally sustainable facilities
- Delivering increased opportunities to participate in sport and physical activity at all levels, for all sections of the community
- Delivering increases in activity levels from underrepresented/target groups identified as having no or low levels of physical activity including disabled people

- Providing wider social value through strong and positive engagement with partners

Authority Outcome	Target Indicator	Performance Measures (To be developed by contractor)
Quality service delivery and affordability	<ul style="list-style-type: none"> <li>• Provision of quality services through the attainment of Quest (to achieve and maintain “very good” as a minimum) or similar and involvement in the National Benchmarking Scheme</li> <li>• High levels of attention paid to cleaning, presentation and maintenance</li> <li>• Exceptional customer service</li> <li>• A varied balanced programme which is attractive to a wide range of users</li> <li>• Maximise affordable access to high quality sport and leisure provision</li> <li>• Management, promotion and operation of a concessionary leisure card scheme for Council leisure facilities</li> </ul>	
Financially/ environmentally sustainable facilities and innovation	<ul style="list-style-type: none"> <li>• Invest in, develop and maintain the leisure facilities over the life of the contract</li> <li>• A reduction in carbon emissions</li> <li>• A reduction in waste at the facilities</li> <li>• Increasing water and energy efficiency through reduction in water, electricity and gas consumption</li> <li>• Increase the number of people utilising green forms of travel to the facilities</li> <li>• An innovative approach to the delivery of activity programmes and facility improvements</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

Authority Outcome	Target Indicator	Performance Measures (To be developed by contractor)
Increased opportunities to participate in sport and physical activity at all levels, for all sections of the community	<ul style="list-style-type: none"> <li>• Delivery of an innovative Active Communities/Lifestyles programme aimed at resulting in a reduction in incidences of; cardiovascular disease, diabetes, obesity, strokes, mental health issues, high blood pressure for children and young people and adults.</li> <li>• Improved physical and mental health of the population</li> <li>• Support the creation and development of community clubs</li> <li>• Ensure effective engagement of non users, hard to reach and vulnerable groups in physical activity.</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>
Increases in activity levels from underrepresented/target groups identified as having no or low levels of physical activity including disabled people	<ul style="list-style-type: none"> <li>• Increase in residents participating in physical activity 5 x 30 minutes weekly</li> <li>• Increase in physical activity participation rates for target groups including; children and young people, older people, women and girls, residents with a disability and residents from deprived areas (with a particular focus on deprived wards in Yeovil and Chard)</li> <li>• Specific programmes for target groups including cardiac and stroke rehab and exercise referral</li> <li>• Activities for families and specifically for those in need of additional support</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

Authority Outcome	Target Indicator	Performance Measures (To be developed by contractor)
Delivering local Social Value locally through strong and positive engagement with partners.	<ul style="list-style-type: none"> <li>• Implementation of a comprehensive and apprenticeship and training programme</li> <li>• Support the training and development of new and existing staff</li> <li>• Local businesses used in the supply chain</li> <li>• Partnership working with the Active Sports Partnership for Somerset, GP's and CCG's</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

1.5.7 During the first Contract Year following the Commencement Date both parties shall meet and, using the table above in conjunction with the Authority's Outcomes Method Statement, develop and agree an "Outcomes Scorecard". The balanced scorecard shall set out a series of key performance target indicators linked to the Authority's Outcomes and shall identify primary performance measures and score banding based on a RAG (Red, Amber, Green) rating system, scores, supporting commentary and action plan points.

1.5.8 The Outcomes Scorecard shall cover the following categories:

- User Perspective (UP)
- Internal Business Process (IBP)
- Continuous Improvement (CI); and
- Financial (F).

1.5.9 The proposed structure of the Outcomes Scorecard and an example of potential target indicators, performance measures and score banding have been included at Appendix 6 of this Services Specification. This shall be agreed by the Contractor and the Authority during the first Contract Year . As a minimum annual user and non-user surveys and performance against development action plans should be used to evidence achievement of the target indicator. It is recognised that some target indicators may cut across a number of the Authority's Outcomes.

1.5.10 Where appropriate the Contractor shall develop a series of development action plans in order to demonstrate how it proposes to meet the required performance standard and contribute to the achievement of the Authority's Outcomes. These shall include for example, health and wellbeing, partner engagement and crime and disorder development plans. The development plans should be provided alongside the annual Outcomes Report.

1.5.11 The Contractor must provide qualitative and quantitative evidence, on an annual basis, that it has successfully contributed to the achievement of the Authority's Outcomes based on its performance against the agreed Outcomes Scorecard.

### ***Reporting Requirements***

1.5.12 The Contractor must provide an annual "Outcomes Report" that provides qualitative and quantitative evidence of how the Contractor / Facilities have contributed to the achievement

of the Authority's Outcomes and the plans/targets set out in the Authority's Outcomes Documents. This should be supported by the completed Outcomes Scorecard and any relevant development action plans. The Authority's Outcomes Report and associated development plans and Outcomes Scorecard must be provided within one month of the start of the second Contract Year and annually thereafter.

- 1.5.13 The completed Outcomes Scorecard will enable both parties to effectively monitor performance against achievement of the Authority's Outcomes. The annual Outcomes Report should highlight any outcomes where the Contractor has not contributed and provide an action plan for the following year of how this will be addressed and how the other Authority Outcomes will continue to be delivered. The report should also identify any beneficial outcomes achieved by the Contractor in addition to those required by the Authority.

## **1.6 Quality Management Accreditation**

### **Required Outcome**

- 1.6.1 A recognised independent quality management certification (for example Quest Accreditation) shall be maintained by the Contractor for the Facilities throughout the Contract Period.

### **Performance Standards**

- 1.6.2 The Contractor shall maintain the accreditation for the Facilities throughout the Contract Period and aim to achieve scores in the top 25% of all facilities assessed nationally.
- 1.6.3 Where Quest is used as the quality management accreditation, the Contractor shall maintain Quest Accreditation throughout the Contract Period and should achieve at least Good. The Council may also nominate specific Quest Modules which the contractor will be obliged to undertake.
- 1.6.4 Accreditation shall be undertaken by independent assessors nominated by the Quest management company through the Quest process.

### **Reporting Requirements**

- 1.6.5 The Contractor shall inform the Authority of the results of its quality management assessment within seven Business Days of receiving notification and any subsequent maintenance visit and shall provide full copies of the reports to the Authority's Representative within five Business Days of receipt.
- 1.6.6 The Contractor shall produce an annual action plan ("**Quest Action Plan**")/ updated Quest Action Plan within one (1) month of receipt of the independent Quest report and following discussion with the Authority's Representative.

## **1.7 Participation Targets**

### **Required Outcome**

- 1.7.1 The Contractor shall seek to improve participation rates for specified groups and facilities, as set out below. The Contractor is therefore required to encourage these groups to use the Facilities.

## Performance Standards

- 1.7.2 The Authority requires the Contractor to seek the increased participation of certain groups, particularly those identified in the annual Sports & Physical Activity Development Plan. It therefore requires the Contractor to encourage these groups to use the Facilities.
- 1.7.3 The Contractor shall promote activities to people affected by or belonging to the following groups and seek to ensure that the participation of the groups is increased:
- *Children and Young People*
  - *People with a disability*
  - *Older People*
  - *Families*
  - *Women and girls*
  - *Residents from deprived wards (Chard/Yeovil)*
- 1.7.4 Participation Targets shall be agreed annually between the Contractor and the Authority and set in line with the Authority's Outcomes and the demographics of the local community at that time. An agreed target shall be set for participation for the following User groups, profiled as set out in the table below, with the ability to break down demographically as required

Key Performance Indicator	Target
Swimming	TBC
Swimming Lessons	TBC
Memberships	TBC
Exercise Referral	TBC
Events No of	TBC
Footfall (including full breakdown against activity area)	TBC
60 + usage	TBC
Children and Young People usage	TBC

- 1.7.5 The Contractor shall ensure that Participation Targets are measurable to quantifiably demonstrate the contribution of the Facilities to meeting the Participation Targets and the achievement of the Authority's Outcomes. The Contractor shall provide a full demographic User profile, where appropriate, for all agreed Participation Targets.
- 1.7.6 The Contractor shall establish an initial base line for participation at the commencement of the second Contract Year based on known annual performance within the first Contract Year following the Commencement Date.
- 1.7.7 The Contractor shall propose all subsequent targets to the Authority for approval for the following Contract Year by 31<sup>st</sup> December based on the participation target results of the previous Contract Year. The proposed targets shall be incorporated for approval as Performance Standards and Outcomes in the annual Active Communities Plan and Marketing Plan for the Facilities.
- 1.7.8 The Contractor shall either:
- Achieve the annual Participation Targets set; or
  - Evidence that they have fully implemented the appropriate, previously agreed programmes, Active Communities Plan and Marketing Plan.

- 1.7.9 The methodology to be used for monitoring participation shall be agreed between the Contractor and the Authority on an annual basis and shall be included by the Contractor in the Sport and Activity Development Plan and Marketing Plan. The parameters and assumptions used for calculating the Participation Targets shall also be agreed by the Authority and Contractor on an annual basis based on usage figures rather than throughput and with clear links to the booking systems.
- 1.7.10 The Contractor shall ensure that monitoring is undertaken daily or as programmed to assess usage of the Facilities by specific groups to enable the production of quarterly monitoring and annual participation reports.

### **Reporting Requirements**

- 1.7.11 The Contractor shall prepare annual Sports and Physical Activity Development and Marketing Plans for the Facilities as outlined in paragraphs 1.19a and 1.19b of this Services Specification within three months of the Commencement Date/ and, annually thereafter, by 31<sup>st</sup> December for implementation the following Contract Year, to demonstrate how the annual targets will be achieved. The Sports and Physical Activity Development and Marketing Plans shall include detailed plans for each identified target group in order to provide the Authority and the Contractor with a context within which to review progress against the annual Participation Targets for under-represented groups and to demonstrate how their proposals for increasing participation are being met. The Contractor shall ensure that the Sport and Physical Activity Development and Marketing Plans are prepared in consultation with the Authority and approved by the Authority.
- 1.7.12 The Contractor shall produce quarterly progress reports documenting progress made against the annual Participation Targets within the applicable Performance Monitoring Report.
- 1.7.13 The Authority and the Contractor shall review the process following achievement of the above targets and set new targets for the future on an annual basis.

## **1.8 Social Value**

- 1.8.1 The Contractor shall deliver the services in accordance with the aims of The Public Services (Social Value) Act 2012 through the delivery of wider social, economic and environmental benefits.
- 1.8.2 The Contractor shall work closely with the Local Authority and other partners such as education and training providers to develop specific initiatives, which offer realistic and sustainable employment opportunities to disadvantaged people in the Local Authority Area.
- 1.8.3 The Contractor shall offer a number of routes to full-time employment or training which are targeted at specific sectors of the community in the South Somerset Area. This should include the provision of work placement opportunities, including apprenticeships, for disadvantaged or underrepresented groups within the labour market including initiatives targeting lone parents; people from Black, Asian and Minority Ethnic (BAME) backgrounds; women; people with physical and learning difficulties; Lesbian, Gay, Bisexual, Transgender, Queer or Questioning (LGBTQ), long term unemployed; care leavers; ex-offenders; NEETS (Not in Education, Employment or Training); individuals recovering from homelessness and people who are on long term benefits.
- 1.8.4 The Contractor shall understand and embrace the role it has in supporting and working with Small and Medium Enterprises, social enterprises, charities and other third sector providers in the South Somerset Area through its procurement of supplies and sub-contractors and through the delivery of the Services.

- 1.8.5 The Contractor shall ensure the Services are fully inclusive to all sections of the community and shall proactively work to eliminate barriers to participation in sport and physical activity through programming, pricing, policies, development plans, marketing and training.
- 1.8.6 The Contractor shall work with the Local Authority and other partners to provide diversionary activities designed to help reduce levels of crime, disorder and anti-social behaviour by people in the South Somerset Area.
- 1.8.7 The Contractor shall ensure that the environmental wellbeing of the local area is protected and enhanced through best practice approaches to energy and water management, waste and recycling, procurement of supplies and sustainable transport.
- 1.8.8 The Contractor shall provide a detailed review of how the Services have achieved the above requirements and have contributed to social outcomes as part of the Annual Report
- 1.9 Not Used**
- 1.10 Not Used**



## Part 1C – Service Performance Requirements

There are nine elements to the Service Performance Requirements:

- Cleaning
- Environmental and Energy Management
- Customer Service
- Catering and Vending
- IT Systems
- Maintenance of Buildings, Plant and Equipment
- Event Management
- Reporting
  - Active Communities Plan
  - Marketing and Publicity
  - Major Incident Reporting
  - Other Reporting.

### 1.11 Cleaning

#### ***Required Outcome***

- 1.11.1 Cleaning of the Facilities in such a way as to maintain a healthy and safe environment for all Users; allowing for efficient and effective operational use of the facilities and promoting a positive image of the Facilities at all times.

#### ***Performance Standards***

- 1.11.2 The Contractor shall provide a cleaning service in accordance with an agreed Cleaning Schedule that has been approved by the Authority. The Contractor shall provide the Cleaning Schedule to the Authority, for the Authority's approval, prior to the Commencement Date.
- 1.11.3 The Contractor shall provide cleaning services over the full calendar year. The Contractor shall be aware, and factor into its Cleaning Method Statement and Cleaning Schedule, that some cleaning requirements may, of necessity, require to be undertaken outside the public opening hours or need to be more intensive when events dictate e.g. on open days.
- 1.11.4 The Contractor shall ensure that the Facilities are 'visibly clean' at all times. This includes, without limitation, the following:
- To keep the entrance (internal and external) to the Facilities safe, tidy and clean
  - To clean glazing inside and outside to maintain its transparency and appearance
  - To keep toilets odour free, sanitary and clean for use
  - To keep all other sanitary equipment and other sinks and fittings in a clean, hygienic condition for use
  - To keep hard and soft floors (including stairs and landings) clean, tidy and safe
  - To ensure that there are no areas of standing water within the Wet Changing Facilities and Dry Changing for Non Pool Activities Zones
  - To maintain the appearance of hard and soft floors (including stairs and landings)
  - To provide continuous consumable supplies when the facilities are in use

- To keep all other surfaces clean, including all painted surfaces, walls, ceilings, vertical tiled surfaces, cubicles, lockers and doors
- To keep all furniture, equipment, fixtures and fittings clean, including blinds and curtains, light fittings and diffusers, and telephone handsets
- To avoid overflowing of waste receptacles internally, and to keep their exteriors clean
- To dispose of waste hygienically and safely
- To perform emergency cleaning
- To remove graffiti (internal and external)
- To ensure outdoor areas and car parks are litter free and bins are emptied on a regular basis, where responsible in accordance with the facility list.
- To clean external signage and signage totems
- To periodically deep clean kitchen areas
- To keep surrounding grassed areas litter free.

1.11.5 The Contractor shall determine the precise nature of cleaning required in each Zone depending upon the design, interior fitment and decoration of the building and usage made.

1.11.6 The Contractor shall determine the cleaning frequency for each Zone and shall ensure that the Cleaning Method Statement and Cleaning Schedule includes specific plans and programmes for each area. The following standards are required to be met by the Contractor:

#### **a) Routine Cleaning**

1.11.7 The Contractor shall provide a cleaning service in accordance with the agreed Cleaning Schedule relating to their proposed cleaning programme, which must be approved by the Authority.

1.11.8 The Contractor shall carry out routine (planned) cleaning as set out in the Cleaning Method Statement and Cleaning Schedule at times that causes minimal or no disruption to the use of the areas being cleaned. The Contractor shall supplement routine cleaning with continuous and spot cleaning to achieve a high quality of cleanliness / finish at all times. The Contractor shall carry out other non-routine cleaning (e.g. litter pick, hose down pool surrounds, periodic 'deep clean' of kitchen areas, vents etc.) in order to achieve the required Performance Standards.

1.11.9 For clarification, the routine cleaning Performance Standard will be deemed to have been met in a particular Zone, where the Contractor has carried out the cleaning tasks at the required frequency in accordance with the previously agreed Cleaning Method Statement and Cleaning Schedule.

#### **b) Reactive Cleaning**

1.11.10 The Contractor shall provide non-routine (reactive) cleaning requirements on a continual basis. The Contractor shall ensure that the Facilities are comprehensively monitored for non-routine cleaning and this cleaning is undertaken as and when necessary and in

accordance with the agreed procedures for reactive cleaning as set out in the Cleaning Method Statement.

- 1.11.11 Any cleaning requirements notified to the Help Desk (provided by the Contractor pursuant to paragraph 1.13 of this Services Specification), creating any risk to health and safety, risk of immediate damage to the Facilities, risk of personal injury or contrary to the reasonable expectations of Users in accordance with Good Industry Practice shall be treated as a Performance Failure and shall be rectified by the Contractor within the relevant Rectification Period as set out in Schedule 6 (Payment and Performance Monitoring System).
- 1.11.12 The Contractor shall ensure that all cleaning materials and equipment are appropriate for the job required and are used in accordance with the manufacturer's instructions, British Standards and relevant health and safety requirements.

### **Reporting Requirements**

- 1.11.13 The Contractor shall produce monthly cleaning reports on the frequency and completion of any reactive cleaning tasks and the time period for containment/Rectification from initial notification. A summary of the cleaning report should be included within the Monthly Performance Monitoring Report (the "**Cleaning Summary**").
- 1.11.14 A Cleaning Schedule must be provided to the Authority for its approval one month prior to the Commencement Date and annually thereafter, by 31<sup>st</sup> December for implementation the following Contract Year.

## **1.12 Environmental and Energy Management**

### **Required Outcome**

- 1.12.1 The Local Authority is committed to responsible environmental and energy management and the efficient use of energy throughout its operations. It also recognises that good environmental and energy management helps to protect the environment by conserving natural resources and reducing harmful emissions. The Contractor shall take account of, and comply with, the South Somerset Environmental Policy which sets out the Local Authority's aims and objectives for minimising its environmental impact.
- 1.12.2 The Contractor shall provide information for the Local Authority's Environmental Management Systems to enable it to monitor the Local Authority's carbon footprint.

### **Reporting Requirement**

- 1.12.3 The Contractor shall ensure that a monthly report detailing achievements against the Environmental and Energy Management Plan and contributions to the Authority's wider policies for safeguarding the environment and promoting sustainability is submitted as part of the Monthly Performance Monitoring Report (the "**Environmental and Energy Management Plan Progress Report**"). The Contractor shall ensure that energy consumption for gas and electricity for each Facility is included within this report.
- 1.12.4 The Contractor shall monitor and record energy consumption on at least a monthly basis.

## **1.13 Customer Service**

### **Required Outcome**

1.13.1 The Contractor shall provide a comprehensive customer service charter which provides that Users are dealt with promptly, effectively and courteously at all times.

### **Performance Standards**

1.13.2 The Contractor shall ensure a high level of customer care so that all Users receive a high quality and memorable experience at the Facilities. The level of customer care shall be reflective of Good Industry Practice and provide a level of customer service that will facilitate achievement of the Authority's Outcomes.

1.13.3 The Contractor shall meet the following customer care requirements:

- A customer care policy exists, is freely available to the public and is implemented
- All groups (including those with disabilities) have easy access and equal opportunities
- Staff in all areas respond positively to enquiries and sales opportunities
- Staff are helpful and pleasant
- Staff at all levels are empowered to resolve User complaints
- Procedures are in place for dealing with difficult/ unusual User requests
- A clear customer charter is displayed
- Customer information is readily available for activities and opportunities across all the sites being operated. All staff are trained in customer care.

1.13.4 The Contractor shall operate and administer a comprehensive and effective User comments and feedback system, to encourage feedback and record verbal and written comments. The system shall be operated in accordance with the Contractor's Customer Service Method Statement. This shall take into account all User groups including NGB and elite athletes, local and wider community and club users and commercial and corporate users covering sporting and non-sporting use. The Contractor shall ensure that the Customer Service Method Statement sets out how the Contractor intends to respond to comments and feedback and shall set out the use of User forums on a Facility by Facility basis, mystery visit exercises, public meetings, staff representation on club committees and the use of User and non User surveys. The Contractor shall ensure that a unique reference number is attached to each written/verbal comment or complaint so that the action taken in relation to a specific comment or complaint can be tracked.

1.13.5 The Contractor shall ensure that all User complaints and comments are dealt with in accordance with the Authority's Complaints Procedure and the agreed Customer Service Method Statement to ensure that they are acknowledged within two Business Days if a full response cannot be sent within that period, with a full response sent within seven days.

1.13.6 The Contractor shall ensure that an electronic mechanism (such as email or Help Desk) is provided to deal with User queries, complaints and feedback and that forms are available for all Users to identify any issues for the attention of the Contractor. The Contractor shall ensure that the Help Desk is enabled to provide Authority access as and when required.

1.13.7 The Contractor shall support the Authority with additional consultation relating to customer service from time to time.

1.13.8 The Contractor shall ensure a smart appearance by all staff at all times, with appropriate uniform and name badges being worn.

1.13.9 The Contractor shall ensure that staffing levels are appropriate to meet the demands of the participation / usage patterns at each Facility to ensure high standards of customer service. For example, two members of staff should be on duty on reception during peak periods at each Facility.

- 1.13.10 The Contractor shall formally display in public areas results from self-monitoring and Authority monitoring visits, liaison groups, User comments, and complaints, reports, surveys and customer care activities.
- 1.13.11 The Contractor shall provide training in customer service as part of its new staff induction and ongoing refresher training.
- 1.13.12 The Contractor shall keep notice and display boards updated at all times.
- 1.13.13 The Contractor shall provide at all times information to the public on the availability of courses, activities and events conducted by the Contractor and the Authority.
- 1.13.14 The Contractor shall ensure that any out-of-order equipment is clearly labelled accordingly and information provided as to the estimated timescale for repair and, if relevant, reopening.
- 1.13.15 The Contractor shall formally display in public areas appropriate environmental and service information, including pool water temperatures.
- 1.13.16 The Contractor shall operate an effective system for dealing with lost and found property.
- 1.13.17 The Contractor shall carry out the following customer service research as a minimum:
- Steering groups per Facility, to include a Council presence. These will be held at least every 6 months. The contractor will notify at least the following organisations of these meetings: facility user groups, and residents of the dates of such meetings. These meetings are to be used either as an open forum or to discuss particular issues or opportunities agreed in advance with the Authority Representative?
  - Monthly analysis of all verbal and written comments and complaints including reporting percentage of complaints responded/resolved within the agreed parameters
  - Mystery visits and telephone calls
  - Equalities monitoring data – I think we only want to know about the age and sex profile of users in particular.
  - Annual User and non-User surveys.
- 1.13.18 The Contractor shall ensure that the information ascertained from the research is analysed and the results used to inform future service delivery.
- 1.13.19 The Contractor shall carry out a detailed User satisfaction survey at the end of the first Contract Year. The format and content of the survey shall be agreed in advance with the Authority and results reported fully to the Authority within two weeks of receiving the survey findings together with a proposed action plan for agreement by the Authority. This will include 10/10 surveys.
- 1.13.20 The Contractor shall ensure that a "Retention Strategy" is developed to encourage member loyalty and minimise attrition rates. The Retention Strategy shall offer awards and incentives for loyal or high usage members.
- 1.13.21 The Contractor shall ensure that details and records of all complaints, comments, forums and surveys are maintained including the date and time of each along with the response of the Contractor.

## Reporting Requirements

- 1.13.22 The Contractor shall ensure that a report detailing all complaints and remedial action taken is provided to the Authority on a monthly basis (the "**Customer Complaints and Feedback Summary**"). The Contractor shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above are included within the Monthly Performance Monitoring Report.
- 1.13.23 The Contractor shall ensure that an annual report detailing the outcomes of the User feedback system is submitted to the Authority.

## 1.14 Catering and Vending

***ISIT Note – this section is only likely to apply at Chard under the current arrangements (as all the facilities only have vending), however if the successful contractor is seeking to invest in new catering areas then this section will apply. Subject to the Initial Tenders this section may be revised at Final Tender stage.***

### ***Required Outcome***

- 1.14.1 The Contractor shall provide a high quality, value for money, catering/vending services which offers a range of appetising and nutritious food and drink to Users of the Facilities.

### ***Performance Standards***

- 1.14.2 The Contractor shall ensure that as a minimum, the existing catering, bar and vending areas provided as appropriate at the/ each of the Facilities continue to be provided.
- 1.14.3 The Contractor shall provide a comprehensive food and drink selection that caters for different groups of Users as well as the different dietary requirements of Users including:
- Community, club and school users
  - Staff members
  - Group/ individual visitors and spectators
  - Vegetarians and persons with particular dietary needs
  - Special functions such as events, celebrations, special events etc.
- 1.14.4 The Contractor shall ensure that a choice of beverages, meals and snacks are available during the Minimum Opening Hours for catering to all Users and specifically at meal times. The Contractor shall ensure that the choice of beverages and meals includes hot and cold, nutritionally balanced, healthy meals and snacks. The Contractor shall also provide hot and cold drinks and simple snacks through vending machines or otherwise outside of the Minimum Opening Hours for catering.
- 1.14.5 The Contractor shall ensure that a healthy, balanced menu is offered in the catering facilities and this is updated frequently. The Contractor shall ensure that the marketing associated with the catering facilities focuses on and promotes healthy eating options. The Contractor shall ensure that healthy vending options are offered in the Facilities.
- 1.14.6 The Contractor shall demonstrate a clear understanding of the requirement for a quality and sustainable catering service that meets all its diverse User needs. This shall be set out in a Method Statement and shall cover as a minimum:
- Catering service recommendations
  - Sample menus for all services
  - Sample tariffs where appropriate
  - Healthy options menu to be provided

- Meeting nutritional requirements for elite athletes and Users
- Specific plans at the catering facilities within the Facilities
- Details of the Contractor's purchasing policy and procedures
- Outline marketing approach
- Catering management structure and roles
- Details of person and job specifications for all key catering positions
- Support resources available
- Details of site specific induction and training plans for all catering staff
- Clarify the catering quality assurance programme that will be introduced and the benefits it will bring to the Facilities

1.14.7 The Contractor shall ensure that menus and tariffs are clearly displayed.

1.14.8 The Contractor shall ensure that a supply of chilled drinking water and disposable cups (other than that provided by mains taps) is provided for all Users of the Facilities and is located in appropriate public areas such as the fitness suites, catering facilities and meeting rooms.

1.14.9 The Contractor shall ensure:

- All catering and dining areas comply with the relevant requirements of the Food Safety Act 1990, the Food Safety (General Food Hygiene) Regulations 1995, any other current health and hygiene Legislation, and DFES guidelines, and any recommendations from the Environmental Health Office (EHO) that may be issued
- Compliance with other relevant and associated health and safety and cleaning requirements as set out in this Services Specification
- Provision of all equipment, crockery/ cutlery and other consumables for the preparation and delivery of the catering and vending Service in the Facilities as identified on the Equipment Inventory to be approved by the Authority's Representative
- Cleaning of kitchen, server and dining room areas immediately following the finish of a serving period, together with any reactive cleaning during serving to deal with spillages and litter
- Deep clean of kitchens, dining room and designated areas in accordance with statutory and EHO regulations.

#### *Menu and food service*

1.14.10 The Contractor shall ensure that food is freshly prepared on site and all food is served at the correct temperature.

1.14.11 The Contractor shall ensure that an appropriate menu selection is made available throughout the service delivery time. The Contractor shall ensure that all food is replaced/ replenished at proper intervals during recognised meal times. The Contractor shall use batch cooking to ensure freshness at all times.

1.14.12 The Contractor shall ensure that where applicable, the catering provision supports any NGBs on site and provides the relevant nutritional value in line with their training requirements.

1.14.13 The Contractor shall ensure that the purchase and procurement of food and consumables is from reputable suppliers. The Contractor shall ensure that local fresh produce suppliers

are used wherever possible. The Contractor shall aim to use fairtrade products and supply from sustainable sources.

- 1.14.14 The Contractor shall provide a vending service suitable for its Users. There shall be an agreed range of vended snacks and beverages available at specified times, with items well stocked and within sell-by date. At least 25% of these items shall be healthy options.
- 1.14.15 The Contractor shall ensure the use of suitably sourced and maintained vending machinery. All vending machines and ancillary equipment shall be installed correctly and be fully operational in accordance with the manufacturer's instructions. They shall not cause obstruction to thoroughfares. The Contractor shall ensure that the vending machines and areas surrounding vending machines shall be clean and free from packaging and rubbish.

#### *Food safety regulations*

- 1.14.16 The Contractor shall ensure that the provision of catering services complies in all respects with relevant food safety regulations and statutes, and that an annual review of Hazard and Critical Control Path Analysis (HCCPA) is completed.
- 1.14.17 The Contractor shall comply with the requirement to register the premises under food safety Legislation with the Environmental Health Department of the Authority and provide written confirmation of the fact to the Authority's Representative within one month of the Commencement Date and annually thereafter, within one month of the beginning of the Contract Year.
- 1.14.18 The Contractor shall comply with the Food Hygiene (England) Regulations 2006 and the General Food Regulations 2004. The Contractor shall operate all licensed premises in accordance with the Licensing Act 2003. The Contractor shall ensure that all licensed bars have a current premises license and a designated premises supervisor.
- 1.14.19 The Contractor shall provide a written Food Safety Policy and ensure that all food handlers have training in food hygiene.

#### *Food hygiene*

- 1.14.20 The Contractor shall remove all rubbish from the kitchen and dining areas to a designated location on-site in a safe and hygienic manner.
- 1.14.21 The Contractor shall ensure that trays, litter and other debris shall be cleared away and tables wiped periodically to provide a tidy and clean mealtime. The Contractor shall ensure that there shall be no failure to clear trays, litter and other debris or to clean tables such that new diners have a clean place to sit.
- 1.14.22 The Contractor shall ensure that each kitchen and dining area is cleaned daily at the end of the shift to the required level for the following day's work.
- 1.14.23 The Contractor shall ensure that as a minimum the catering services shall be subject to an annual independent hygiene inspection.

#### *Quality of catering service*

- 1.14.24 The Contractor shall ensure that the catering services are fast and efficient. If any complaint is received in respect of the service provision the Contractor shall make appropriate investigations. The Contractor shall regularly review complaints, and any actions taken, and make recommendations on how to resolve any ongoing issues.



- 1.14.25 The Contractor shall ensure that catering service efficiency is measured as part of an annual satisfaction survey. The Contractor shall seek to achieve 90% overall satisfaction rates in the annual survey review.

#### *Facilities*

- 1.14.26 The Contractor shall maintain the catering facilities in a hygienic condition. The dining area shall be clean and tidy at all times prior to scheduled meal times and shall be periodically cleaned during times of use. The required crockery and cutlery shall be provided for Users by the Contractor.
- 1.14.27 The Contractor shall ensure that the catering equipment, crockery and eating utensils are maintained in a clean, functional and hygienic condition, in compliance with all applicable health and safety regulations.

#### *Health and safety*

- 1.14.28 The Contractor shall ensure that the provision of the catering service complies in all respects with relevant health and safety regulations. The Contractor shall ensure that appropriate safe methods of work i.e. risk assessments are in place and all staff shall have access to relevant information relating to health and safety and risk assessments.
- 1.14.29 The Contractor shall ensure that all accidents are recorded in accordance with health and safety regulations and Contractor procedures.
- 1.14.30 The Contractor shall ensure that where use of chemicals or substances is called for, COSHH data sheets are completed and all staff have access to relevant COSHH data information.

#### *Staff*

- 1.14.31 The Contractor shall ensure that all catering staff are appropriately trained, competent and informed of all areas relating to food safety and health and safety. The Contractor shall ensure that an annual training plan is completed (reviewed quarterly) to ensure that all catering staff are appropriately trained in areas including, but not limited to the following:
- Basic food hygiene
  - Advanced food hygiene
  - Health and safety (including COSHH, risk assessments, safe systems at work, manual handling etc.)
  - Service delivery
  - Marketing/ merchandising

#### **Reporting Requirements**

- 1.14.32 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

### **1.15 IT Systems**

#### ***Required Outcome***

- 1.15.1 The Contractor shall ensure that fully functioning and efficient IT systems are maintained at the Facilities throughout the Contract Period.

#### ***Performance Standards***

- 1.15.2 The Contractor shall develop technological solutions for everyday tasks. This includes providing a system that allows for User transactions, including requests for information and bookings to be made online, in accordance with the Authority's commitment to the e-government agenda. In particular the contractor shall work towards providing a smartphone booking app.
- 1.15.3 The Contractor shall ensure that there is a clear and easily understood booking system and service for all relevant activities at the Facilities. This booking system shall be based on technological systems that allow for advanced booking arrangements and payments, collation of User information, effective management and administration systems, marketing opportunities and operational information systems that record and effectively deliver all bookings.
- 1.15.4 The system shall enable information on types of Users to be analysed in order to record participation by target groups as specified in paragraph 1.7 of this Services Specification.
- 1.15.5. The Contractor shall develop proposals for the self-ordering and self-issue of leisure tickets, with collection points specified at the Facilities (currently only Westlands) that facilitates fast track entry systems.

### ***Reporting Requirements***

- 1.15.6 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.
- 1.15.7 Should the Authority wish to analyse any specific IT reports the Contractor must produce the relevant report within seven Business Days from the initial request.

## **1.16 Maintenance of Buildings, Plant and Equipment**

### ***Required Outcome***

- 1.16.1 The Contractor shall ensure that the Facilities and all equipment are fully functioning and available for use, conform to Legislation and statutory requirements, perform in the most efficient manner and achieve full economic life. The Contractor shall regularly service, maintain and replace as appropriate all buildings, equipment and plant in accordance with this Services Specification will have full responsibility for all lifecycle maintenance and replacing plant and equipment.

### ***Performance Standards***

- 1.16.2 The Contractor shall undertake all Planned Preventative Maintenance (PPM) and reactive repairs including equipment maintenance and replacement as set out in this Services Specification, the agreed Schedule of Programmed Maintenance and in accordance with the Contractor's previously agreed Maintenance Method Statement. The Contractor shall ensure that the Facilities are kept up to date and reflect the needs of Users.
- 1.16.3 The Contractor shall carry out breakdown and repair maintenance for all buildings and services to ensure that, at all times, the plant, buildings and equipment at the Facilities are maintained to a high standard of good repair and are fully functional in respect of the activities taking place at the Facilities.
- 1.16.4 The Contractor as a minimum shall ensure that:
- Full responsibility for managing and delivering all the specified maintenance services at the Facilities is taken

- Maintenance services are provided for the Authority based on continuous improvement and innovation
- The Facilities benefits from the co-ordination and integration of the Contractor's supply chain, including all consultants, sub-contractors and suppliers and the Contractor shall ensure the commitment of its entire supply chain
- Both planned preventative lifecycle and reactive maintenance is carried out in accordance with the Contractor's previously agreed Maintenance Method Statement and the agreed Schedule of Programmed Maintenance
- Maintenance procedures ensure Facilities:
  - Comply with all applicable statutory requirements and Legislation
  - Are in a safe, secure, wind protected and watertight condition
  - Are maintained to such levels of condition and to such specifications as are consistent with principles of good estate management applied to the Facility as a whole in accordance with the standards contained within the Heating and Ventilating Contractors' Association (HVCA) SFG20 guidance, and
  - Are maintained in a manner which prevents deterioration save fair wear and tear of any part thereof.
- All maintenance repairs use materials that are comparable and compatible with existing materials used on the Facilities
- All maintenance activity is recorded on the Property Database (see paragraph 1.4 of this Services Specification)
- All work is carried out in accordance with appropriate British Standards and Approved Codes of Practice.

1.16.5 The Contractor shall ensure that on a continuing basis the maintenance and operating procedures comply with Clause 23 (Condition of the Facilities) of this Agreement.

1.16.6 This section of the Services Specification contains the scope of the "Maintenance Services". The Contractor shall take responsibility for all Maintenance Services including lifecycle replacement. The Contractor shall be responsible for all costs of maintenance and lifecycle.

1.16.7 The Contractor shall implement Programmed Maintenance, comprising of:

- Planned Preventative Maintenance
- Statutory/ mandatory testing/ inspections
- Lifecycle replacement.

1.16.8 The Contractor shall carry out reactive maintenance in accordance with this Services Specification and applicable response/ rectification times.

1.16.9 The Contractor shall ensure that copies of operating worksheets for periodic maintenance and repairs carried out are recorded on the Property Database. The Contractor shall maintain on the Property Database records detailing all breakdown failures, incidents or accidents involving any plant, machinery and equipment, together with details of all service overhauls or other such investigations that are carried out to plant, machinery and equipment.

*Planned Preventative Maintenance (PPM)*

- 1.16.10 The Contractor shall, by a regular and organised scheme, be responsible for the maintenance and operation of all items of plant, equipment and building fabric within the Facilities, inclusive of fixtures and fittings. The Contractor shall ensure that the PPM system is operated from within a computer aided facilities management (CAFM) system. The Contractor shall be responsible for the operation and maintenance of the Facilities in a manner that optimises its performance for the duration of its/their effective life. The Authority may at any time carry out checks of any replacement, maintenance or repair carried out by the Contractor. The Authority's Representative may also request demonstrations of the performance of the Facilities and the Contractor shall fully cooperate with such requests.

*Reactive Maintenance and repairs*

- 1.16.11 The Contractor shall operate systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable service in accordance with their relevant Method Statement. The Contractor shall monitor any departures from the environmental parameters set out in the Zone Data Sheets and shall rectify any such departures.
- 1.16.12 The Contractor shall provide a professionally managed service, through the CAFM system, for reactive maintenance and repairs 24 hours per day, 365 days per year. The Contractor shall provide a fully comprehensive service where all reactive repairs and maintenance (including labour, materials, profit, overheads and any other relevant costs) shall be carried out at the Contractor's cost.
- 1.16.13 The Contractor shall ensure that all maintenance staff working on behalf of the Contractor involve themselves fully in the identification of faults. The Contractor shall ensure that the inherent skills of its staff ensure the timely identification and rectification of faults. The Contractor shall ensure that both faults identified by the Authority's and Contractor's staff are logged through the CAFM system for quality analysis. The Contractor shall ensure that each and every reactive service request has an associated history, including completion date and time, and cost information within the CAFM system.
- 1.16.14 The Contractor shall meet minimum response times to ensure that any reactive repairs are completed with the least inconvenience and disruption to the workings of the Facilities.
- 1.16.15 The Contractor shall ensure that only appropriately trained personnel are dispatched to reactive activities. The Contractor shall ensure that all maintenance repairs use materials that are comparable and compatible with existing materials used at the Facilities.
- 1.16.16 The Contractor shall provide an adaptable and responsive handy man service to the Facilities. This service shall provide general expertise in the wide range of maintenance and repair requests that are likely to be demanded of this service. The handy man service shall be available to deal with general repairs and decoration on a planned, reactive or ad hoc basis. Tasks likely to fall within the remit of the handyman service include but are not limited to picture hanging, shelf hanging and minor redecorations.
- 1.16.17 During the operation of the Facilities, the Contractor shall be responsible, at its own cost, for the repairs and reinstatement of any accidental or deliberate damage caused including vandalism.
- 1.16.18 The Contractor shall ensure that where glass is replaced for whatever reason, the replacement glass meets the standards as set out in Regulation 14 of the Workplace (Health and Safety and Welfare) Regulations 1992, and also BS 6262: Part 4 and areas of special risk Class C of BS 6206.

- 1.16.19 The Contractor shall ensure that where materials have to be replaced, for whatever reason, the replacement materials match in every way the specification, quality, performance, and appearance of the original materials in their final location.

#### *Lifecycle*

- 1.16.20 The Contractor shall develop the Lifecycle Schedule for the Facilities based upon industry standards for replacement of plant and building fabric. For the Contract Period, the Contractor is required to manage the Lifecycle Schedule. The Contractor shall undertake all the lifecycle replacement works. The Contractor shall take full responsibility for the lifecycle funding and shall manage the Lifecycle Schedule and associated work within the allocated funds.
- 1.16.21 The Contractor shall take cognisance of the intimate relationship between operational elements and those elements of lifecycle management. The Contractor shall implement a holistic maintenance regime to maximise the life of all built and installed assets.

#### *Fabric Maintenance*

- 1.16.22 The Contractor shall provide a professionally managed, high quality planned preventative fabric maintenance service in accordance with a system and programme of building fabric maintenance. The Contractor shall make sure that the Facilities are in a safe, secure, wind protected and watertight condition.
- 1.16.23 The Contractor shall ensure that reactive repairs and maintenance to the internal and external fabric of the Facilities are logged via the CAFM system and allocated to the appropriate tradesmen by the Contractor. The Contractor shall ensure that planned preventative maintenance tasks are generated by the PPM system quarterly, in advance, and made available to the Authority's Representative. The quarterly task sheet shall clearly identify the asset type, location and work required.
- 1.16.24 The Contractor shall ensure that fabric maintenance is undertaken at the Facilities. This shall include but not be limited to:
- Decorations
  - Flooring
  - Roofing and ceiling
  - Internal and external walls
  - Drain and gutter clearance (at least annually) – regular roof inspections will be required to ensure that gutters are kept clear.
- 1.16.25 All window cleaning is the responsibility of the Contractor.
- 1.16.26 The Contractor shall discharge its obligations under the Control of Asbestos at Work Regulations 2002 and its amendments including the publishing and maintenance of a comprehensive Asbestos register, and associated risk analysis, of all areas within the Facilities, identifying those which:
- a) Are presumed by the Contractor to contain Asbestos, or
  - b) It has been concluded by the Contractor that they do contain Asbestos, or
  - c) It has been concluded by the Contractor that they do not contain Asbestos, or
  - d) Are presumed by the Contractor that they do not contain Asbestos.
- 1.16.27 The Contractor shall make this Asbestos register permanently available to the Authority, all of the Contractor's personnel, sub-contractors and suppliers and any other operatives carrying out work on the Contractor's behalf at the Facilities.

- 1.16.28 The Contractor shall ensure that all activities are executed and records updated with due regard to the Control of Asbestos at Work Regulations 2002 and its amendments. The Contractor shall ensure that all registers relating to Asbestos and associated work schedules are maintained on the CAFM system.

*Mechanical and Electrical Maintenance*

- 1.16.29 The Contractor shall provide a professionally managed, high quality Mechanical and Electrical (M&E) maintenance service through a regular and organised regime. The Contractor shall ensure the successful operation and optimum condition of all of the mechanical, electrical, plumbing and drainage systems. The plant and systems to be maintained are listed within the asset registers.

- 1.16.30 The Contractor shall follow the maintenance requirements specified by:

- Original equipment manufacturer's recommendations
- HVAC Standard Maintenance Specification
- C.I.S.B.E guidelines
- BSRIA
- The Authority's requirements as set out in this Services Specification
- All relevant statutory regulations and requirements
- Specific warranty period maintenance requirements.

- 1.16.31 The Contractor shall ensure that assets are maintained at optimum performance. The Contractor shall monitor the assets and buildings so that operating conditions are maintained and the quality of service provision and the performance of assets is recorded. The Contractor shall use the CAFM system to log and record responses to problems as they occur as well as recording performance of equipment and systems. The Contractor shall be responsible for establishing/ maintaining any additional systems it considers necessary to carry out this task.

*Equipment*

- 1.16.32 The Contractor shall maintain all fixtures and fittings and loose equipment as identified in the inventory set out in Appendix 5 (Equipment Inventory) and return them all on the Expiry Date, or if earlier, the Termination Date, in good condition (taking into account fair wear and tear) and replacing any as necessary.

- 1.16.33 The Contractor shall service and maintain all equipment and systems within the Facilities inclusive of the supply of all disposable items and service components.

- 1.16.34 The Contractor shall carry out repairs or replacement of moving parts and keep all the equipment systems in working order.

- 1.16.35 The Contractor shall repair or replace any item of equipment which has been poorly maintained or has been subject to any unnecessary damage during the Contract Period.

- 1.16.36 The Contractor shall maintain and repair equipment in the Facilities to the standards outlined below:

- Items that are subject to a manufacturer's or supplier's instruction or recommendation shall be maintained and prepared to that instruction or recommendation
- Additionally, all relevant statutory maintenance regulations shall be adhered to. Copies of certificates of inspection shall be forwarded to the Authority's Representative and shall be displayed in the reception area of the/ each Facilities

- Items of equipment not subject to any regulations or recommendations for maintenance shall be inspected on a periodic basis and at intervals not exceeding one month
- Where the Contractor enters a maintenance agreement with a supplier of specialist equipment, that agreement shall not continue beyond the duration of this Agreement.

1.16.37 The Contractor shall ensure that an item of equipment that, at any time, is found to be defective or has failed and so poses a potential hazard is immediately withdrawn from service and made secure to ensure that it cannot inadvertently be used.

1.16.38 The Contractor shall not make any modifications to equipment at the Facilities without the prior written permission of the Authority.

1.16.39 The Contractor shall ensure that standards of design, materials, manufacture and construction of equipment obtained to replace equipment that has been damaged or is otherwise unusable shall not be less than that of the equipment it is replacing.

1.16.40 The Contractor shall ensure that at the expiry or termination of this Agreement, all items, excluding any items that have been written off, destroyed or removed with the Authority's consent, shall be handed back to the Authority in good condition with due regard having been made for normal wear and tear. In the case of any items which have been replaced or altered, these shall be returned to the Authority in order to maintain the initial inventory.

#### *Statutory/ Mandatory inspections*

1.16.41 The Contractor shall ensure that all statutory and other mandatory requirements are met in respect of the Maintenance Services and inspections. The Contractor shall inform the Authority in the first instance of any and all breaches of these obligations together with a programme for rectification and measures to safeguard against a repeat.

1.16.42 The Contractor shall set up a programme of statutory, mandatory and insurance inspections to ensure all assets receive the required inspections at the correct time. The annual programme shall be issued to the Authority in advance. The Contractor shall at all times comply with all relevant EC and UK statutory and legislative requirements and all relevant guidance (including British Standards) including any alterations that may take place.

1.16.43 The Contractor shall cooperate with any periodic inspections made by the Authority or any external agencies such as Public Health and shall provide such reasonable assistance to such inspectors as may be necessary.

#### *Portable Appliance Testing*

1.16.44 The Contractor shall ensure that as a minimum, portable appliance testing ('PAT') is implemented and carried out in accordance with the Code of Practice for in-services inspection and Testing of Electrical Equipment published by the Institution of Electrical Engineers, as amended from time to time. The Contractor shall ensure that all portable appliances are tested and certified with copies of certificates promptly forwarded to the Authority's Representative. PAT testing shall be risk based. The Contractor shall determine the frequency based on the risk presented to the Class 1 and 2 electrical and electronic equipment used at the Facilities and by the working environments within the Facilities.

1.16.45 The Contractor shall test any item of equipment introduced to the Facilities prior to its being used. Once tested, items shall be tagged and logged in accordance with the above regime by the Contractor.

- 1.16.46 The Contractor shall maintain a register of portable appliances held at the Facilities, including but not limited to portable and static items. The Contractor shall maintain the register containing details of the executed PAT tests. Such testing shall form part of the overall PPM regime undertaken by the Contractor and the Contractor shall ensure that all reports and recommendations are held centrally within the CAFM system.

*Fire Detection, Emergency Lighting and Fighting Systems*

- 1.16.47 The Contractor shall ensure that all fire detection alarm systems are maintained and tested in accordance with BS 5839: Part 1 (or replacement standards) with copies of the relevant certificate promptly forwarded to the Authority's Representative.
- 1.16.48 The Contractor shall ensure that all Emergency Lighting Systems are maintained and tested in accordance with BS 5266: Part 1 (or replacement standards) with copies of the certificates promptly forwarded to the Authority's Representative following each service.
- 1.16.49 The Contractor shall test all fire detection equipment and emergency lighting on a weekly basis and in a manner which ensures that every manual call point is activated through the testing period and cyclically at a frequency and at a time to be agreed between the Authority and Contractor in accordance with manufacturer's and installer's guidance and in line with the above statutory guidance. The Contractor shall ensure that the results are logged within each location and centrally within the CAFM system. The Contractor shall ensure that all abnormal test results are acted upon and the appropriate action is taken to remedy any abnormal test results in line with the required response and rectification times.

*Lifts, Hoists, Conveyance Systems and other lifting equipment*

- 1.16.50 The Contractor shall provide a maintenance service for the lifts, hoists and conveyance systems and other lifting equipment within the Facilities. The Contractor shall ensure rectification as set out in Schedule 6 (Payment and Performance Monitoring System) if there are any problems with the system's components, items and panels. The Contractor shall ensure that all necessary information regarding the lifting and conveyance system is recorded within the CAFM system.
- 1.16.51 In addition to the maintenance activities, the Contractor shall ensure that lift cars are taken out of service in the case of dangerous situations and shall ensure the competency of operatives to carry out maintenance work and train site staff in the rescue and freeing of trapped passengers.

*Security, Access and Intruder Systems*

- 1.16.52 The Contractor shall maintain the CCTV, intruder and access systems at the Facilities to ensure their proper functioning at all times. The Contractor shall ensure that any failure in such systems is rectified within the required rectification times.
- 1.16.53 The Contractor shall ensure that all intruder alarm systems are maintained and tested in accordance with BS 4737 (or replacement standards) with copies of the certificates forwarded to the Authority's Representative following each service.

*Re-Lamping*

- 1.16.54 The Contractor shall carry out all necessary re-lamping at the buildings and shall adopt an organised approach to re-lamping across the Facilities. The Contractor shall monitor the provision of this service for efficiency with a view to achieving the greatest possible reductions in replacement frequency and cost. The optimum replacement frequencies for lamps shall be determined by the Contractor, whilst maintaining the specified lighting levels in accordance with the relevant Zone Data Sheets and in accordance with guidance



embodied within HS(G) 38 Lighting at Work and CIBSE publication LG03: 1996 Areas for visual display terminals (as amended from time to time). The Contractor shall ensure that luminaries and light fittings are kept in good repair and shall be cleaned and maintained to ensure optimum performance.

#### *Duct Maintenance*

- 1.16.55 The Contractor shall maintain and clean all ducts, shaft, risers and associated ventilation. The Contractor shall comply with the HVCA guide to good practice – cleanliness of ventilation systems TR17/2 (as amended from time to time).

#### *External Maintenance*

- 1.16.56 The Contractor shall provide maintenance services to the external environment at the Facilities including external furniture and fittings, external lighting and irrigation systems.
- 1.16.57 The Contractor shall be responsible for the maintenance and cleaning of all hard surfaces and all litter scavenging within the external areas of the Facilities to include bin emptying and disposal of waste.

#### **Reporting Requirements**

- 1.16.58 The Contractor shall ensure that results of all non-compliant measurements are recorded on the Property Database.
- 1.16.59 The Contractor shall report on all inspections and maintenance checks for the purpose of a building audit over the Contract Period. The Contractor shall ensure that this information is stored on the Property Database.
- 1.16.60 The Contractor shall on an annual basis, produce a Schedule of Programmed Maintenance for the Facilities. The Schedule of Programmed Maintenance must be submitted to the Authority in accordance with Clause 23 (Condition of the Facilities) and Schedule 8 (Review Procedure). As part of its Schedule of Programmed Maintenance, the Contractor shall provide a structured approach for dealing with breakdown and repair maintenance and a schedule of response times for the various categories of work.
- 1.16.61 The Contractor shall provide to the Authority a "Maintenance Programme Progress Update" on a monthly basis detailing how the programme is progressing.
- 1.16.62 The Maintenance Programme Progress Update should cover (without limitation):
- Health and safety
  - Contractual issues requiring discussion and resolution
  - Review of action plans as necessary
  - Review of financial matters
  - Overall contract compliance including completed and not completed PPM activities, completion of reactive maintenance within and outside the specified response and rectification times and exception report covering the maintenance activities
  - Results of any audits
  - Proposals for continuous improvement
  - Review of cost saving/ cost avoidance initiatives
  - Review of any matters affecting or affected by third party suppliers.
- 1.16.63 The Contractor shall submit details of any failures to follow the Schedule of Programmed Maintenance or achieve the required Performance Standards as part of the Monthly Performance Monitoring Report.

**1.17 Not Used**

**1.18 Event Management**

**Required Outcome**

- 1.18.1 The Contractor shall ensure that events staged at the Facilities showcase and promote the Facilities to Users and take into account all specific site restrictions.

**Performance Standards**

- 1.18.2 The Contractor shall manage a number of events in accordance with the Programmes of Use, Active Communities Plan and Marketing Plans. An Event Management Plan shall be provided to the Authority one month prior to the Commencement Date and by 31<sup>st</sup> December of each subsequent Contract Year.
- 1.18.3 The Contractor shall have a clear policy in place for effective event management and shall adhere to the Event Management Method Statement in the carrying out of any event at the Facilities.
- 1.18.4 The Contractor shall effectively promote events at the Facilities to support the delivery of the Authority's Outcomes, ensuring that non sporting events are appropriately balanced with sporting events to deliver against the Authority's Outcomes.
- 1.18.5 The Contractor is responsible for every aspect of events from marketing and planning through to staging and post-event feedback.
- 1.18.6 The Contractor shall ensure that each event is delivered to the requirements of the specific User i.e. National Governing Body, corporate business, international organisation and/ or wedding couple.
- 1.18.7 The Contractor shall ensure that its delivery of each event includes all aspects of management required to ensure that the event runs smoothly and shall include management of car parking facilities and liaison with local residents.
- 1.18.8 The Contractor shall ensure that any event being staged at the Facilities does not disrupt other Users of the Facilities, unless previously agreed with the Users.
- 1.18.9 The Contractor shall ensure that events adhere to all relevant site restrictions.
- 1.18.10 The Contractor shall ensure that the management and staffing of events is carefully planned to ensure that a dedicated single point of contact is available to all Users. The identified single point of contact shall retain responsibility for the event both during the planning phase but also the delivery with a visible on-site presence. The Contractor shall ensure that sufficient staffing is available to resource the event.
- 1.18.11 The Contractor shall ensure that all hirers are competent in respect of the nature of their event and that all hirers are adequately and appropriately insured.
- 1.18.12 The Contractor shall ensure, where applicable, that the event organisers have appropriate public liability and other insurance cover.
- 1.18.13 The Contractor shall obtain consent for the holding of events from appropriate authorities. In particular any events which take place at Yeovil Recreation Centre organised by the Contractor will require the express permission of South Somerset's Countryside Team.

- 1.18.14 The Contractor shall provide or ensure that event organisers provide sufficient numbers of mobile toilets and arrange the supply and connection of relevant services and that they supply and erect marquees (if relevant) in connection with their events.
- 1.18.15 The Contractor shall actively seek to obtain User feedback in relation to any event staged and shall demonstrate how feedback received has been used to improve future event delivery.

#### *Authority Sponsored Events*

- 1.18.16 For events promoted by the Authority, the Contractor shall provide reasonable assistance in the organisation of these events, and shall sell tickets for these events, at no additional cost to the Authority. The Authority will negotiate with the Contractor any costs above the normal hire fee or operating costs, if necessary.
- 1.18.17 The Contractor's staff shall involve themselves in the negotiations and meetings with event promoters, media and athletes to ensure that events are successful and the Authority's image (and the Contractor's) is enhanced.
- 1.18.18 The Authority may require the Contractor to be responsible entirely for the management or promotion of an event on its behalf. In this case, the Authority will negotiate a separate fee with the Contractor.

#### **Reporting Requirements**

- 1.18.19 The Contractor shall provide an Event Management Progress Update to the Authority on a monthly basis.
- 1.18.20 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.
- 1.18.21 The Contractor shall ensure that all comments received should be available for review by the Authority.
- 1.18.22 The Contractor shall include an event management summary within the annual report detailing the outcomes of the User feedback system.

#### **1.19 Reporting**

- 1.19.1 There are four elements within the reporting performance requirements which the Contractor shall comply with:

- a** Active Communities Plan
- b** Marketing and Publicity
- c** Major Incidents
- d** General Reporting.

##### **1.19a Active Communities Plan**

#### ***Required Outcome***

- 1.19.3 The Contractor must deliver an Active Communities Programme (Sports Development and Physical Activity Outreach), which supports the Local Authority's Strategic Priorities for the service and contributes towards wider local Strategic Outcomes. The required outputs of the Active Communities Programme are shown in the Authorities OutcomesTable (pages 8-10).

## **Performance Standards**

- 1.19.4 The Contractor shall ensure that a Active Communities Plan is developed and implemented. The Contractor shall ensure that the plan is submitted to the Authority for approval within three months of the Commencement Date and then, annually thereafter, by 31<sup>st</sup> December for implementation the following Contract Year.
- 1.19.5 The Contractor shall ensure that the Active Communities Plan shall set out in detail how programmes, participation pathways, and community outreach work will support the outcomes highlighted in the spec, including-:
- Achievement of participation targets
  - Achievement of health related outcomes
  - Achievement of community safety related outcomes
  - Achievement of economic related outcomes
  - Achievement of environmental related outcomes
- 1.19.6 The contractor is to set out its staffing structure resource for Sport and Physical Activity Development, and how they will forge links and work in partnership with the SSDC Locality team and Active Partnership (SASP) to ensure a collaborative approach to achieving outcomes. The Contractor shall ensure that a key focus of the Active Communities Plan is the development of pathways into sport and relationships with local sports clubs, schools and community groups.
- 1.19.7 The Contractor shall ensure that the Active Communities Plan addresses the Authority's key objectives and aid the delivery of the Authority's Outcomes.
- 1.19.8 The Contractor shall ensure that the Active Communities Plan includes the following:
- Programmes for basic skills development (especially for young people)
  - Promoting participation
  - Improving performance
  - Developing talent and excellence
  - Playing new, not necessarily mainstream, sports
  - Receiving/giving coaching
  - Taking part in events and competitions
  - Improving levels of User satisfaction
  - Developing volunteers and officials
  - Developing clubs
  - Consistency with long term athlete development principles.
  - Delivery of the Exercise Referral and Cardiac Rehab schemes, and the contractors dedicated officer who will work and liaise with Exercise Referral co-ordinator on the delivery of the schemes

- Activities for children and young people – to include a range of holiday and after school activity programmes targeted at children aged 0-16yrs old, and participation pathways to reduce teenage drop off in sport and physical activity
- Inclusive sport and physical activity
- Supporting an ageing population
- Community working – donation of vouchers, free use, or prizes for community events
- Reducing health inequalities
- SSDC usage of facilities – priority use for;
  - Elections
  - Emergency Rest Centre
- Discounted use for;
  - SSDC staff usage – at least 20% discount on membership and Pay as You Go prices at all facilities. The discount offered should be no less than this or no less than the offers made to other corporate bodies

1.19.9 The Contractor shall ensure that the activity programmes within the Active Communities Plan include the following required outputs

- An increase in the number of residents from target groups participating regularly in sport and physical activity
- A range of high-quality programmes aimed at residents who are inactive or not engaging regularly in sport and physical activity
- A decrease in physically inactive residents
- An increase in the number of volunteers and volunteering opportunities
- Support for local Clubs in terms of access to facilities, assistance with member and coach recruitment etc.
- Increased opportunities for access to sport and physical activity opportunities within priority localities
- Increased opportunities for access to sport and physical activity opportunities in community settings outside of the core leisure facilities
- A year round (term time only) programme of after school sport and physical activity / healthy eating /weight management educational programmes for targeted primary schools

1.19.10 The Contractor shall ensure that assessment against how the Active Communities Plan is progressing is measured on a quarterly basis.

### **Reporting Requirements**

1.19.11 The Contractor shall ensure that a Sports and Physical Activity Development Progress Update is provided to the Authority on a monthly basis.

- 1.19.12 The Contractor shall submit a log of all instances where the programme was not met or failures to deliver the Performance Standards as part of the Monthly Performance Monitoring Report.
- 1.19.13 The Contractor shall provide a quarterly Sports and Physical Activity Development Update Report to the Authority within the first week following each three monthly anniversary of the beginning of each Contract Year.
- 1.19.14 The Contractor shall ensure that the Active Communities Plan and programmes are provided to the Authority within three months of the Commencement Date and, annually thereafter, by 31<sup>st</sup> December for implementation the following Contract Year.

#### **1.19b Marketing and Publicity**

##### **Required Outcome**

- 1.19.15 The Contractor shall ensure that the Facilities are managed in a way that promotes and enhances the reputation of The Council as well as the Contractor. In particular, the Council wish to see the promotion of the Council logo and this should be utilised wherever the Council is referred to as the brand representing the Council.

##### **Performance Standards**

- 1.19.16 The Contractor shall prepare a detailed Marketing Plan (which will take the form of a Method Statement) as set out below.
- 1.19.17 The Contractor shall develop a Marketing Plan for the Facilities and its services to ensure that Users and potential Users are made aware through a wide range of promotional channels of the range of leisure services being offered and are encouraged to use and re-use the services. This plan shall promote community services alongside 'commercial' activities alongside centre memberships.
- 1.19.18 The Contractor shall ensure that the Marketing Plan includes details of the Contractor's operational proposals for the catering and bar services including the promotion of the service.
- 1.19.19 The Contractor shall ensure that the Marketing Plan covers the following areas:
- Sporting activities to be promoted and potential Users to be targeted (programming; courses; training camps, NGBs, local community, clubs (professional and local), international federations etc.)
  - Partnership strategy for sporting events and activities (working with Sport England/ NGBs/ clubs (professional and local)/ local authorities, Community Sports Partnerships etc.)
  - A communications strategy
  - Sporting event promotions strategy (covering media/ Users/ events/ ticketing/ partnerships etc. at local, regional and international level)
  - Non-sporting events/ activities to be promoted and potential Users to be targeted (programming; courses; residential accommodation, conferencing, catering services including restaurant, café and bar facilities etc.)
  - The promotional strategy for the Facilities as a destination and brand

- Delivery of Participation Targets in accordance with paragraph 1.7, the Authority's Outcomes and aims/ objectives within the Active Communities Plan
- How the Contractor shall work with the Authority to minimise subsidies through innovative revenue generation.
- A complete 'situation analysis' which includes the following criteria:
  - User (current and potential)
  - market potential
  - market share
  - competitive activity
  - product analysis
  - pricing policy
  - promotion analysis.
- Sets out measurable objectives giving recognition to the Authority's aims, policies, procedures and the Authority's Outcomes
- Sets out a strategy which the Contractor will follow to meet the objectives set out in the Marketing Plan
- Sets out the actions that the Contractor will adopt to achieve that strategy, including information on how specific target groups, that are under-represented among Users, will be reached
- Details the actions that the Contractor will take as a result over the course of the year
- Describes the evaluation methods the Contractor will use to determine whether the Marketing Plan's objectives are being met and to review the strategy, tactics and actions being followed.

1.19.20 The Contractor shall ensure that the Marketing Plan is submitted to the Authority for its approval within three months of the Commencement Date and, annually thereafter, by 31<sup>st</sup> December prior to implementation the following Contract Year to demonstrate how the targets will be achieved. The Contractor may choose to follow the procedure for collecting User information within the National Benchmarking Service administered by Sport England using independent consultants to gather the data.

1.19.21 The Contractor shall ensure that the design principles used in the production of marketing materials and signage are approved by the Authority prior to use.

1.19.22 The Contractor shall ensure that the Authority's name and logo appears on external signage, signage in reception areas and all promotional mediums including web-sites and published material including stationery relating to the Facilities.

1.19.23 The Contractor shall ensure that all marketing material is branded in accordance with the Authority's guidelines. The Contractor shall ensure that consideration is given to uniformity of branding, for example, colour schemes, designs and styling across the Facilities.

1.19.24 The Contractor shall ensure that the Facilities are promoted as SSDC Facilities. The Contractor shall ensure that the Authority is recognised in all marketing material and signage produced by the Contractor specifying the Facilities and should include '*Contractor name*' and the Council logo.

- 1.19.25 The Contractor shall ensure that the names and photographs of the Contractor's Representative, Facility Managers and other senior staff must be prominently displayed at all times, adjacent to the principal entrance to the Facilities in full view for all Users.
- 1.19.26 Should the Contractor wish to enter into third party sponsorship / advertising agreements/ promotion, such arrangements must be approved in advance in writing by the Authority in accordance with clause 77 (Advertisements) of this Agreement, and in particular before the third party's name can be displayed in the Facilities.
- 1.19.27 The Contractor shall develop, maintain and improve the standards and the quality of the presentation of the Services in order that all available and potential resources are used effectively. The Contractor shall ensure that the Marketing Plan is used as a key tool in promoting usage of and access to the Facilities and increasing commercial brand awareness of the Facilities. The Contractor shall ensure that the materials and channels produced for marketing reflect the Authority's objective to raise the profile of the Facilities and increasing levels of usage with the overarching aim of contributing to the Authority's Outcomes.
- 1.19.28 The Contractor shall ensure that as a minimum there is always printed information available on the opening hours of the facilities, services, activities and prices (in the form of a centre directory) during all times the Facilities are open to Users. The Contractor shall ensure that such information on display and in publication or advertisement is up to date, accurate and attractively presented.
- 1.19.29 The Contractor shall ensure that this information is also made available to all local Tourist Information Centres, the Communications team within the Authority, other sports facilities throughout the district, all public libraries and, where appropriate, to local clubs and organisations.
- 1.19.30 The Contractor shall co-operate in the distribution of various Authority-sponsored promotional material, agreed with the Authority's Communications team.
- 1.19.31 The Contractor shall ensure that no publicity material or notices are produced or displayed in hand written form.
- 1.19.32 The Contractor shall ensure that all standards laid down by the Advertising Standards Council and Trading Standards Board are adhered to at all times and that publicity conforms to all relevant Legislation, including the Equality Act 2010.
- 1.19.33 The Contractor may, with the Authority's prior written approval in accordance with clause 77 (Advertisements) of this Agreement, sell a limited amount of advertising space within the Facilities on an income share basis. The Contractor shall not negotiate any agreement with any third party beyond the Expiry Date of the Agreement.
- 1.19.34 The Authority reserves the right to make use of appropriate space within the Facilities, free of charge, for promotional and publicity material as determined by the Authority.
- 1.19.35 The Contractor shall, from time to time, be expected to support sport and leisure activities and initiatives being run by the Authority either through cross-promotion or as a presence at an event.
- 1.19.36 The Contractor shall provide wall and floor mounted display space within the Facilities as determined by the Authority's Representative for promotion of wider leisure and sports activities, arts and tourism to aid the provision of information to the community.
- 1.19.37 The Contractor shall make provision for the display of promotional publications within the Facilities as determined by the Authority's Representative, which are either directly



produced or supplied by the Authority. The Contractor shall allow clubs to retain the use of trophy cabinets currently in use by the clubs and any others that may be agreed from time to time by the Authority's Representative.

- 1.19.38 The Contractor shall allow clubs to retain the use of notice boards currently allocated to the clubs and any other that may be agreed from time to time by the Authority's Representative. The Contractor shall ensure that club notice boards are clearly named and that no information shall be displayed outside of the notice board area.
- 1.19.39 The Contractor shall ensure that no publicity material whatsoever is affixed to walls, doors, glass or any brickwork, plastered, wallpapered or painted surface with clear adhesive tape or bluetac.
- 1.19.40 The Contractor shall seek sponsorship for events and activities, but shall obtain permission in writing from the Authority's Representative in advance of any negotiations with the potential sponsors.
- 1.19.41 When organisations who are themselves sponsored and the sponsor could be considered inappropriate by the Authority, wish to hire the facilities from the Contractor, the Contractor will obtain permission in writing from the Authority's Representative before confirmation to the hiring organisation and their sponsors.
- 1.19.42 The Contractor shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or causes embarrassment to the Authority is used. The Authority retains the right to veto any advertising or promotional material, which is likely to breach this condition, and the Contractor shall remove such material immediately. The Authority accepts no responsibility for any loss incurred as a consequence of the removal of such material. In particular any external posters or banners erected outside of the facilities and elsewhere in the district may require planning permission and the Contractor is required to check with the Authority before putting any posters or banners up outside of the facilities.
- 1.19.43 Any potential sponsorship or initiatives the Contractor may wish to enter into must be authorised by the Authority in writing.
- 1.19.44 The Contractor shall ensure that all media work (including all filming) is approved in advance by the Authority's media office in accordance with clause 76 (Public Relations and Publicity) of this Agreement. The Contractor shall ensure that all necessary permissions are gained from individuals involved or, where minors are concerned, from their parents or guardians (especially where filming or photography is involved).
- 1.19.45 The Contractor shall submit a forward plan of media opportunities to the Authority's media relations office as part of the annual Marketing Plan and shall provide monthly updates to this as part of the Monthly Performance Monitoring Report.
- 1.19.46 The Contractor shall ensure that any event which may negatively impact on the reputation of the Authority is reported to the Authority within one hour of the event occurring. Any statements issued to the media must be agreed approved by the Authority in accordance with clause 76 (Public Relations and Publicity) of this Agreement.
- 1.19.47 The Contractor shall ensure that compliance with the Marketing Plan is assessed annually.

### ***Reporting Requirements***

- 1.19.48 The Contractor shall ensure that a Marketing Plan is submitted within three months following the Commencement Date and, annually thereafter, by 31<sup>st</sup> December prior to the commencement of each subsequent Contract Year.

1.19.49 The Contractor shall ensure that a report on progress against the Marketing Plan and annual Participation Targets (as described in paragraph 1.7) and any failure to deliver the Performance Standards set out above should be submitted as part of the Monthly Performance Monitoring Report.

#### **1.19c Major Incident Reporting**

##### **Required Outcome**

1.19.50 The Contractor shall ensure the Authority is aware of all major incidents. A major incident includes major accidents or incidents such as fatalities, severe injury, assault on Users, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, industrial action, closure or any other issue likely to be of interest or concern to the Authority and Users.

##### ***Performance Standards***

1.19.51 The Contractor shall ensure that if there is a major incident, the procedure set out below is followed. The objectives of this procedure are to:

- Reassure the public
- Ensure the Authority is fully briefed on the incident
- Ensure that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
- Minimise the likelihood of a repeat incident
- Enable the Authority to respond competently to enquiries.

1.19.52 The Contractor shall ensure that records of all major incidents accidents and actions taken are made available for inspection by the Authority.

1.19.53 The Contractor shall ensure that all major incidents at the Facilities are reported to the Authority's Representative by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email or fax within 24 hours of the incident.

1.19.54 The Contractor shall ensure that in the event of an incident relating to security, severe injury as defined by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations, 1995) or death or any other Emergency occurring at the Facilities, the incident is reported to the Authority's Representative by telephone at the earliest opportunity (and within no more than one hour), followed by a full report by email or fax within 24 hours of the incident.

1.19.55 Severe injuries as defined by RIDDOR include:

- Fractures other than fingers, thumbs or toes
- Amputation
- Dislocation of the shoulder, hip, knee or spine
- Loss of sight (temporary or permanent)
- Chemical or hot metal to the eye or any other penetrating injury to the eye

- Injury resulting from an electric shock or electrical burn leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat-induced illness or unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Unconsciousness caused by asphyxia or exposure to a harmful substance or biological agent
- Acute illness requiring medical treatment or loss of consciousness arising from absorption of any substance by inhalation, ingestion or through the skin
- Acute illness requiring medical treatment where there is reason to believe this resulted from exposure to a biological agent or toxins or infected material.

### **Reporting Requirements**

- 1.19.56 The Contractor shall maintain an up to date log of all major incidents and severe injuries as defined by RIDDOR and their response to them.
- 1.19.57 The Contractor shall ensure that within three days following any emergency, a full account of the actions taken and the implications for future training are provided by the Contractor to the Authority's Representative. In the event of the Authority or its insurers wishing to undertake an investigation, then the Contractor shall fully comply with any reasonable requests for information of staff attendance at such an inquiry.
- 1.19.58 The Contractor shall provide a summary of all accidents and incidents occurring at the Facilities as part of the monthly Major Accidents and Incidents Report. The Contractor shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above should be included as part of the Monthly Performance Monitoring Report.

### **1.19d Other Reporting**

#### **Required Outcome**

- 1.19.59 The Contractor shall provide the reports as required by this Agreement and this Services Specification.

### **Performance Standards & Reporting Requirements**

- 1.19.60 The Contractor shall ensure that there is in place at all times a clearly defined responsibility chain for implementing, monitoring and reviewing service delivery. The Contractor shall provide one overall Contractor's Representative to be its authorised representative for the facilities operated on behalf of the Authority. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services.
- 1.19.61 The Contractor's Representative shall attend monthly meetings (unless alternative arrangements for longer periods, such as quarterly are made) with the Authority's Representative in order to discuss the reports and plans outlined below.
- 1.19.62 Reporting on Contractor performance shall primarily be through the Monthly Performance Monitoring Report.
- 1.19.63 The Contractor is required to submit the Monthly Performance Monitoring Report within ten Business Days of the end of each period of the Contract Month and this shall contain details of any failures to maintain the Performance Standards as set out in this Services Specification and must include the following contents as a minimum:

- Outcomes Progress Update (including Outcomes Scorecard)
- Help Desk Performance Summary and level of Performance Adjustments
- Customer Complaints and Feedback Summary
- Major Accidents and Incidents Report
- Cleaning Summary
- Membership and Utilisation Data (quarterly only)
- Programme of Use Progress Update
- Operational Expenditure and Income
- Maintenance Programme Update
- Active Communities Plan Progress Update
- Marketing Plan Progress Report – to include participation rate performance
- Environmental and Energy Management Plan Progress Report
- Grounds Maintenance Update
- Event Management Progress Update.

1.19.64 The Performance Monitoring Report shall be concise and provide a maximum one-page summary on each of the areas identified above. The Contractor shall also assess performance against the Key Performance Indicators within Appendix 7 of this Services Specification and include a completed Key Performance Indicator assessment as an appendix to the Performance Monitoring Report on a quarterly basis. The Monthly Performance Monitoring Report should provide a 15-20 page summary of the Services overall for review by the Authority.

1.19.65 The Annual Service Report shall, as a minimum, provide a summary of the results and recommendations set out in all the reports outlined above and report on performance against the annual plans and programmes agreed prior to the commencement of the relevant Contract Year. The Annual Service Report should be provided to the Authority within one month of the second Contract Year and annually thereafter.

1.19.66 The plans / programmes listed below are to be submitted by the Contractor to the Authority by the specified date.<sup>2</sup>

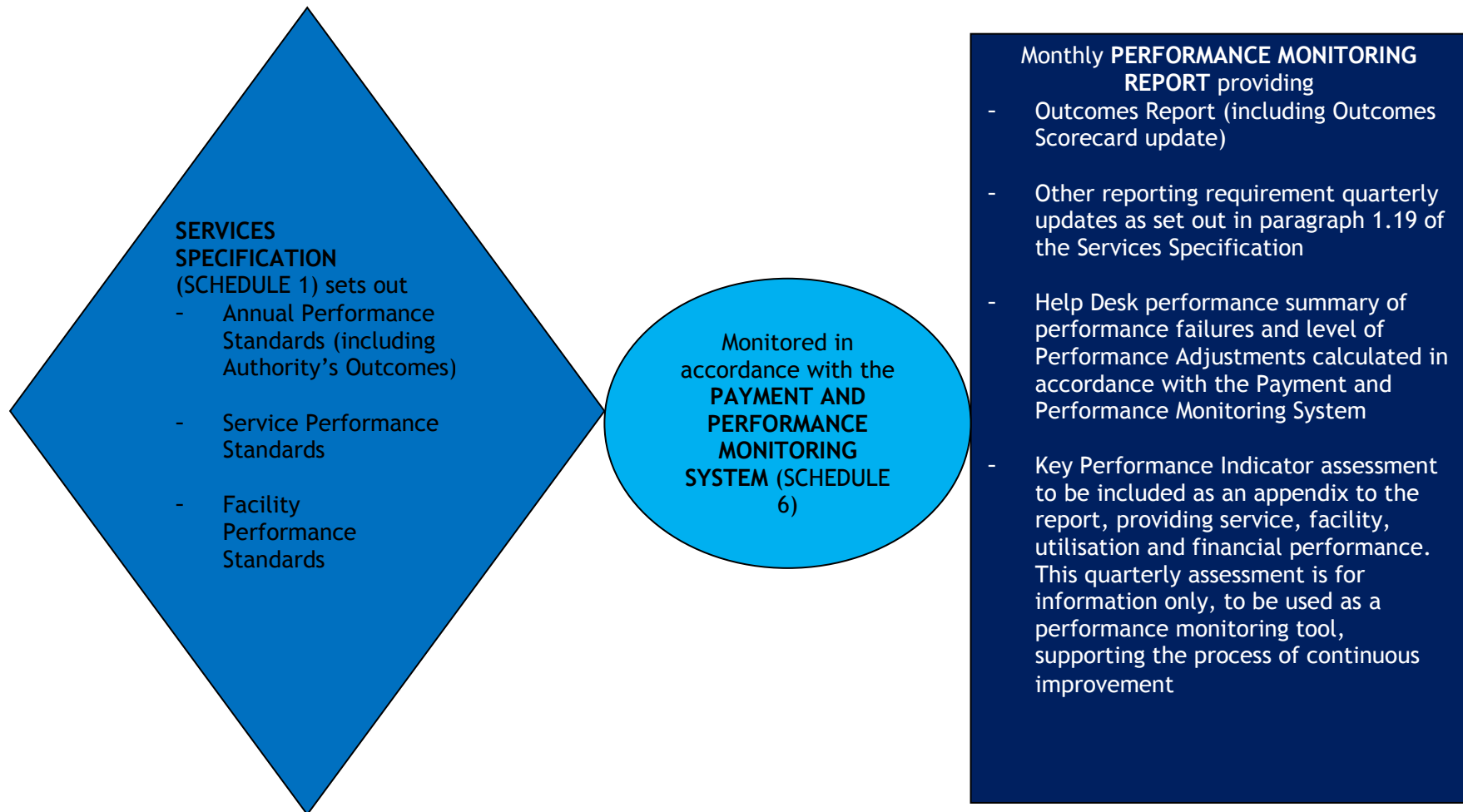
Plan Title	Frequency	Submission Date	Reference
Authority's Outcomes Development Plans	Annual	Within one month of the start of the second Contract Year and annually thereafter	1.5.11
Schedule of Programmed Maintenance	Annual	Two (2) months prior to the Commencement Date and two months prior to each subsequent Contract Year	1.16.60

<b>Plan Title</b>	<b>Frequency</b>	<b>Submission Date</b>	<b>Reference</b>
5 Year Maintenance Plan	Annual	Two (2) months prior to the Commencement Date and two months prior to each subsequent Contract Year	1.16.60
Marketing Plan	Annual	Within three (3) months of the Commencement Date/ one month prior to the relevant and by 31 <sup>st</sup> December of each subsequent Contract Year	1.7.11 and 1.19.48
Active Communities Plan	Annual	Within three months of the Commencement Date/ one month prior to the relevant and by 31 <sup>st</sup> December of each subsequent Contract Year	1.19.14
Pricing Schedule	Annual	As agreed at the Commencement Date and by 31 <sup>st</sup> December of each subsequent Contract Year	1.20.17
Programmes of Use	Annual	One (1) month prior to the Commencement Date and by 31 <sup>st</sup> December of each subsequent Contract Year	1.22.11 and 1.22.31
Proposals for changes to Minimum Opening Hours	Annual (if required)	By 31 <sup>st</sup> December of each Contract Year	1.21.11
Exercise on Referral (EOR) and Cardiac Rehabilitation Plan	Annual	Within three (3) months of the Commencement Date and by 31 <sup>st</sup> December of each subsequent Contract Year	1.22.17
Cleaning Schedule	Annual	One (1) month prior to the Commencement Date and by 31 <sup>st</sup> December of each subsequent Contract Year	1.11.13
Environmental and Energy Management Plan	Annual	Within six (6) months of the Commencement Date and by 31 <sup>st</sup> December for each subsequent Contract Year	1.12.11
Staff Training Plan	Annual	One (1) month prior to the Commencement Date and by 31 <sup>st</sup> December of each subsequent Contract Year	1.34.26
Emergency Action Plan	Annual	One (1) month prior to the Commencement Date and by 31 <sup>st</sup> December of each subsequent Contract Year	1.21.9
Facility Health and Safety Procedures and Manuals		One (1) month prior to the Commencement Date	1.23.1
Event Management Plan	Annual	One (1) month prior to the Commencement Date and by 31 <sup>st</sup> December of each subsequent Contract Year	1.18.2
National Benchmarking Service Action Plan	Biennial	Within one month of the receipt of the National Benchmarking Service report	1.8.6
Quest Action Plan	Biennial	Within one month of the receipt of the Quest report	1.6.6

1.19.67 Without prejudice to any other reporting requirements specified within this Agreement, the reports listed below are to be submitted by the Contractor to the Authority by the specified date.

Report Title	Frequency	Submission Date	Reference
Performance Monitoring Report	Monthly	Within ten (10) Business Days of the end of each Contract Month	1.19.63
Annual Service Report	Annual	Within one (1) month of the start of the second Contract Year and annually thereafter	1.19.65
Authority's Outcomes Report & Scorecard	Annual	Within one (1) month of the start of the second Contract Year and annually thereafter	1.5.12
Lightning Conductor Report and other reports	As required to meet the standards set out in this Services Specification	Promptly following receipt	1.16.7
Fire Risk Assessment	Annual		1.23.7
Electrical Certificates	Annual		1.16.7
Legionella Report	Quarterly		1.27.2
Property Database	Annual	One (1) month before the Commencement Date and three months prior to the beginning of each subsequent Contract Year	1.4.4
Equipment Inventory	Annual	Within one (1) month following the Commencement Date and within one month following each subsequent Contract Year	1.24.17
Licenses and Legislation Compliance Report	Annual	Within one (1) month following the start of each Contract Year	1.26.11
Quality Management Accreditation / Quest Report	Biennial	Within five (5) Business Days of receiving notification	1.6.5
IFI Mark Assessment	As required to meet the standards set out in this Services Specification	Within seven (7) Business Days of receiving notification	1.9.5

## Link between the specification, monitoring system and reporting requirements



## Part 1D – Facility Performance Requirements

The following issues are covered under Facility Performance Requirements:

- Pricing Requirements
- Opening Hours
- Activity Programming
  - Programmes of Use
  - Booking Systems
- Health and Safety Management
- Equipment
- Access
- Legislation and Policy
- Water (Hot and Cold Installations)
- Drainage
- Ventilation
- Heating (Thermal Comfort)
- Lighting
- Pool Water Quality (Swimming Pool Installations)
- CCTV and Security
- Staffing.

### 1.20 Pricing Requirements

#### Required Outcome

- 1.20.1 In setting and implementing the Contractor's Pricing Policy (as defined in paragraph 1.20.4 below) the Contractor shall seek to promote the principles of equality of access and sustainability while meeting the agreed Participation Targets Annual Performance Standard. Usage and attendance by all sections of the wider and local community shall be encouraged through the Contractor's Pricing Policy to support delivery of the Authority's Outcomes and meet the objectives of the Active Communities Plan.

#### Performance Standards

- 1.20.2 The Authority has set specific maximum prices (the "**Authority's Pricing Requirements**") for certain activities and Users, which shall increase as a maximum at the rate of inflation CPI for the Contract Period. Maximum prices are shown in Appendix 3 – Authority Pricing Requirements to this Schedule. Any variations from Appendix 3 shall be addressed through the Change Protocol, and should take place to coincide with the annual pricing review or otherwise by written agreement between the parties.
- 1.20.3 All Authority's Pricing Requirements are maximum rates and include VAT where applicable (at the prevailing rate of VAT at the time of setting the charges).
- 1.20.4 The Contractor may set its own prices for the use of Facilities and/or Users that are not specified in Appendix 3, subject to these prices not rising by greater than 3% above the rate of CPI per annum (the "**Contractor's Pricing Policy**"), unless approved in advance by the Council.
- 1.20.5 Charges for facilities, activities and services outside those required by the Authority pursuant to this Agreement such as vending and bar services will be at the Contractor's discretion provided they do not in any way inhibit the achievement of the Authority's Outcomes or any other requirements of this Agreement.
- 1.20.6 The Contractor shall continue to offer an annual fitness membership.



1.20.7 Not used

1.20.8 The Contractor shall maintain the Authority's concessionary scheme for specific groups and individuals as set out in Appendix 3 (Authority Pricing Requirements).

1.20.9 The Contractor shall honour all existing prices until 1 April 2022 and shall then continue to offer pricing promotions to encourage increased use at all periods of the day.

1.20.10 The Contractor shall apply rates of discount to concession users as currently offered and as detailed in Appendix 3 (Authority Pricing Requirements).

1.20.11 The Contractor is required to accommodate sporting talent development programmes such as Free Access to National Sportsmen and Women (FANS) within each facility and afford its participants full access to facilities.

1.20.12 The Contractor shall continue to offer pricing promotions to encourage increased use at all periods of the day reflecting work and cultural patterns in the community and demand on Facilities.

1.20.13 The Contractor must provide evidence and sound business reasons to support pricing proposals including market research and benchmark comparisons both locally and nationally.

1.20.14 Not used

1.20.15 No charges shall be collected by the Contractor in respect of services extending beyond the Contract Period other than those authorised by the Authority's Representative during the last year of the Contract Period.

1.20.16 The Contractor must ensure that all current fees and charges are displayed prominently in the reception area of the Facilities and as appropriate within the Facilities. The Contractor shall operate comprehensive and effective systems for cash and non-cash methods of payment and booking administrative services.

### ***Reporting Requirements***

1.20.17 The Contractor must provide proposals for activity pricing (as listed in Appendix 3 (Authority Pricing Requirements)) annually to the Authority no later than 30 September, prior to implementation the following Contract Year (the "**Pricing Schedule**").

1.20.18 The Contractor must submit details of any failure to achieve the required Performance Standards as set out above, as part of the Performance Monitoring Report.

## **1.21 Opening Hours**

### **Required Outcome**

1.21.1 The Facilities shall be accessible by the full community during the "Minimum Opening Hours". The Minimum Opening Hours are defined in Appendix 1 of this Schedule.

### **Performance Standards**

1.21.2 The Facilities must be available for public use during the Minimum Opening Hours.

1.21.3 The Authority, in advance of any changes being implemented, must agree in writing any variations to the Minimum Opening Hours.

- 1.21.4 The Contractor shall advertise all opening times on the relevant Facility website and shall provide printed information on opening times and timetables for the Facility activity programmes.
- 1.21.5 The Contractor shall operate the bar, catering, vending and function services during the Minimum Opening Hours.
- 1.21.6 Where appropriate the Contractor shall agree with the Authority closures of the Facilities, or any element therein, for the purposes of maintenance, in accordance Clause 23 (Condition of the Facilities) and with the agreed Schedule of Programmed Maintenance.
- 1.21.7 In event of closure of the Facilities, or part thereof, owing to unforeseen or emergency conditions, the Contractor shall inform the Authority immediately (by telephone and followed up in writing as soon as possible and within a maximum timescale of one hour of the closure). The Contractor shall ensure the Users are kept informed of the situation in accordance with the agreed Emergency Plan (see below).
- 1.21.8 The Authority may require any of the Facilities to be closed for the purposes of emergency planning responses.
- 1.21.9 The Contractor shall provide an Emergency Plan to the Authority for approval one month prior to the Commencement Date. In an Emergency, the Contractor shall implement the agreed Emergency Action Plan and inform the Authority of any Emergency as soon as practicable. Any updates should be incorporated into the Emergency Plan and re-provided to the Authority on an annual basis by the 31<sup>st</sup> December of each subsequent Contract Year.
- 1.21.10 The Minimum Opening Hours shall be reviewed by the parties on an annual basis as set out below. Any decision to amend these times will be based on throughput trends for the/ each Facility or bespoke usage patterns.

### ***Reporting Requirements***

- 1.21.11 The Contractor may submit proposals for any changes to the Minimum Opening Hours for the Facilities annually to the Authority no later than 31<sup>st</sup> December each year for approval by the Authority prior to implementation the following Contract Year.
- 1.21.12 The Contractor shall record via the electronic Help Desk all periods when conditions make the Facilities and/or part thereof unsuitable for use. Remote read-only access to the electronic Help Desk shall be provided for the Authority.
- 1.21.13 The Contractor shall maintain a log of hours that the relevant Facility is not open on a daily basis and submit details of any performance failures, closures or service limitations during the Minimum Opening Hours, setting out the details of the closure, the reasons for such closure and any remedial action taken by the Contractor as part of the Monthly Performance Monitoring Report.
- 1.21.14 Any closure should be reported to the Authority immediately and as a maximum within an hour of its occurrence.

## **1.22 Activity Programming**

### **1.22a Programmes of Use**

#### **Required Outcome**

- 1.22.1 The Contractor shall provide the activities and sessions to meet the needs of specific Users in accordance with the agreed activity programme. The Programmes of Use should be dynamic, innovative and responsive to the requirements of Users, including frequent or seasonal variations and target non Users as appropriate. The programmes should consider the various types of User and use to ensure that they are balanced.

***Performance Standards***

- 1.22.2 The Authority requires specified activities to be conducted during agreed time parameters to ensure that certain members of the community are able to participate in the Facilities.
- 1.22.3 There should be as high a proportion of casual use of the Facilities as possible consistent with a balanced programme of use by the public, clubs, schools, and instructed development courses.
- 1.22.4 Not used
- 1.22.5 The Contractor shall implement a priority booking system for dry side activities to promote the value of centre memberships.
- 1.22.6 The Contractor shall encourage greater use by groups who have been traditionally under-represented, such as young people, people who are economically disadvantaged, people with disabilities, older people and minority ethnic groups.
- 1.22.7 The Contractor shall provide a balanced Programme of Use to accommodate community, club and elite activity and to contribute towards the Authority's Outcomes.
- 1.22.8 The Contractor shall ensure that for each holiday activity programme provided there will be places available for young people with special needs.
- 1.22.9 The Contractor shall provide the activities and sessions to meet the needs of specific Users in accordance with the agreed Programmes of Use and Sports & Activity Development Programme and the requirements set out in the relevant Zone Data Sheets and shall ensure that the programmes reflect the agreed annual Participation Targets (as described in paragraph 1.7).
- 1.22.10 The use by the clubs set out in Appendix 2 of this Schedule (Authority Weekly Programming Requirements) may only be changed with the Authority's consent in writing or pursuant to the Change Protocol.
- 1.22.11 The Contractor shall submit the initial proposed Programme of Use to the Authority for the Authority's approval one month prior to the Commencement Date.
- 1.22.12 The Contractor shall submit subsequent proposed Programme of Use to the Authority by 31<sup>st</sup> December of each year for the Authority's approval for implementation during the following Contract Year.
- 1.22.13 Not used.
- 1.22.14 The Contractor shall ensure that the Programmes of Use recognise the value of sports development within a balanced Facility programme, include appropriate provision of coached sessions/links between centres and clubs, link to the Facilities and to the Authority's sports development plan and achieve greater usage by under-represented groups and should be developed in partnership with the Sports Development Team.
- 1.22.15 The Programmes of Use should take into account the following:

- The need to offer a wide-ranging and diverse programme of activities targeted at encouraging greater levels of community participation across all relevant local social and cultural groups with a particular focus on increasing participation from members of the community with specific health needs and using group activity to improve retention
- Provision of a wide range of recreational opportunity to all residents within the agreed catchment area, including a balanced programme of courses including pre-pay community education type courses, classes, pay-as-you play sessions, club block bookings, casual usage, entertainment and special events
- A management philosophy that encourages participation by or engagement with all sections of the community
- The need to work with the Authority and the NHS to increase the current level of exercise referrals/cardiac rehabilitation referrals and provide appropriate and innovative group based and 'buddy' classes specifically targeted at this group including exit routes
- A regular and planned review of the programme of activities, taking into account User and non-User research, and changing Authority priorities
- Responsiveness to recreational trends to provide a dynamic and forward looking service
- Setting and reviewing programme objectives on at least an annual basis
- Having a promotional strategy in place that keeps Users informed of the programme and any planned changes
- Making optimum use of all available resources and facilities
- Monitoring usage levels
- Contributing towards the Authority's Outcomes.

1.22.16 The Contractor shall deliver the 'Exercise on Referral Scheme' and cardiac rehabilitation scheme and any other future schemes which promote the use of the Facilities to promote and deliver a healthy lifestyle.

1.22.17 Not used.

1.22.18 The Contractor shall ensure that the Programmes of Use across the Facilities complement each other and provide an appropriate balance of activities throughout the borough.

1.22.19 The Contractor shall review the effectiveness of the Programmes of Use on a regular basis, but in any event as a minimum every 12 months using market information and through consultation with relevant Users.

1.22.20 The Contractor and the Authority shall work together to ensure that the Programmes of Use reflects the changing needs of the Users. The programmes should evolve with changing needs and aspirations of Users and the Contractor must therefore work to identify new opportunities and discuss these with the Authority.

1.22.21 Not used.

- 1.22.22 The Contractor shall ensure that future Programmes of Use will continue to support the established arrangements with identified clubs and enable the schemes to be expanded to meet demand. These programmes will be identified in the annual Active Communities Plan.
- 1.22.23 The Contractor shall market proposed holiday activity programme schemes to Users during the previous holiday programme. The Contractor shall ensure that each holiday programme will have places available for disabled young people, in accordance with the Equality Act 2010 requirements, and also for looked-after children. Where relevant, Users should have the ability to book places a minimum of two weeks prior to the start of a holiday activity programme.
- 1.22.24 The Contractor shall proactively monitor and manage the leases that are in place with tenants and key users and shall ensure that the Authority is kept up to date in terms of any changes.

#### *Special Events*

- 1.22.25 The Contractor shall honour any special events already confirmed prior to the Commencement Date and those that have been staged at the Facilities on a regular basis over a period of years, in accordance with the programming requirements set out in Appendix 2 of this Schedule.
- 1.22.26 The Contractor shall take special event bookings for the use of Facilities and Services for up to twelve months beyond the Termination or Expiry Date (whichever is earlier) but any fees collected for such bookings must be remitted to the Authority upon the Termination or Expiry Date (whichever is earlier).

#### *Non – Sporting Events*

- 1.22.27 There shall be no more than the current number of non-sporting events held at the Facilities per year. Any additional non-sporting events may only be held with the Authority's written agreement.
- 1.22.28 Zones within the Facilities may be used by the Contractor to provide a varied and balanced programme of non-sporting events providing that the proposed activity is not of a sensitive nature, is not an activity, which might damage the Facility, its fixtures or equipment or detract from the image of the Authority. The Authority reserves the right to cancel any such proposed event and will accept no responsibility for any loss incurred as a consequence of such a cancellation.
- 1.22.29 In all cases, the Contractor shall seek the Authority's prior written approval for each type of non-sporting event booking taken for the Facilities.
- 1.22.30 As at the Commencement Date there are a number of pre-booked events, functions and other hire arrangements. The Contractor shall honour the dates and details of these bookings, including the terms and conditions prevailing at the time of booking.

#### **Reporting Requirements**

- 1.22.31 The Contractor shall submit Programmes of Use to the Authority one month prior to the Commencement Date and, annually thereafter, by 31<sup>st</sup> December for the Authority's approval and the Contractor's implementation the following Contract Year.
- 1.22.32 A "Programme of Use Progress Update" must be provided to the Authority on a monthly basis as part of the Monthly Performance Monitoring Report.

- 1.22.33 The Contractor shall maintain a written log of incidents of non-conformance to the requirements of Appendix 2.
- 1.22.34 As part of the Monthly Performance Monitoring Report, the Contractor shall submit details of any failure to honour events, functions and hire arrangements which are pre-booked at the commencement of this Agreement.
- 1.22.35 The Contractor shall maintain a record concerning actual use of all of the Facilities and activities and shall submit details of the outcome of programming reviews, activity usage, and of any failure to provide any of the specified Performance Standards, activities or sessions as part of the Monthly Performance Monitoring Report.

#### **1.22b Booking Systems**

##### **Required Outcome**

- 1.22.36 The Authority requires that bookings can be made in person, by phone, in writing and online in accordance with e-government for both members and non-members. A fast track service should also be available.

##### **Performance Standards**

- 1.22.37 The Contractor shall operate a booking service for all pitches, courts and other sports facilities both on a pre-booked and pay on-the-day basis and shall be entitled to retain income from all sports bookings and concessions.
- 1.22.38 The Contractor shall ensure that there is a clear and easily understood booking system and service for all relevant activities at the Facilities. This booking system will incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, User information, effective administration systems, and operational information systems to record and effectively deliver all bookings.
- 1.22.39 The Contractor shall ensure the continued provision of an online booking system and booking app.

##### ***Reporting Requirements***

- 1.22.40 The Contractor shall submit details of any failure to implement the required booking system as part of the Monthly Performance Monitoring Report.
- 1.22.41 The Contractor shall comply with and shall provide details of its compliance with standards for credit and debit card payment handling.

#### **1.23 Health and Safety Management**

##### **Required Outcome**

- 1.23.1 The Contractor shall comply with all health and safety Legislation and shall produce, maintain and comply with a "Health and Safety Procedures Manual". This shall be available for inspection by the Authority's Representative or other authorised persons at any time.

##### **Performance Standards**

- 1.23.2 The Contractor shall comply with all health and safety Legislation, including that set out in the Zone Data Sheets, and, without prejudice to the generality of the foregoing, shall operate the Facilities in line with the recommendations in the most recent edition of the

Health and Safety Executive (HSE) publication "Management of Health and Safety in Swimming Pools", the Royal Society for the Prevention of Accidents "Managing Health and Safety in Swimming Pools" and CIMSPA's "Best Practice Health and Safety Operating Procedures".

- 1.23.3 The Contractor shall comply with the guidance on child admissions to swimming pools within the publications listed above regarding swimming pool child admission policy for unprogrammed swimming.
- 1.23.4 The Contractor shall not exceed the maximum occupancy numbers recommended by Sport England for any activity area.
- 1.23.5 The Contractor shall carry out annual risk assessments for the Facilities, which will be included in the Health and Safety Procedures Manual.
- 1.23.6 The Contractor shall carry out risk assessments and revise them:
  - If there is an accident or incident where a change is required to prevent a recurrence
  - If a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
  - Before and after a new item of equipment is purchased
  - If a change to the building or premises is planned where new / revised arrangements for its safe use will be needed.
- 1.23.7 The Contractor shall complete annual fire risk assessments. The Contractor shall review and update them whenever necessary. The Contractor shall ensure that copies are available to all staff and for inspection by the Authority at all times.
- 1.23.8 The Contractor shall provide safe working procedures for all activities, equipment, cleaning and rigging undertaken by staff.
- 1.23.9 The Contractor shall ensure that all staff, agents, hirers or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning health and safety at work and fire risk and precautions. This includes the relevant sections of a COSHH assessment and the regular recording and "signing-in" of sub-contractors (permit to work system).
- 1.23.10 The Contractor shall ensure that any surface water and other liquid spillage within internal areas causing dangerous floor surfaces is dealt with immediately upon identification of the problem and signed appropriately.
- 1.23.11 The Contractor shall physically check the First Aid equipment and supplies weekly and shall ensure that a record of such checks is available for inspection by the Authority. The Contractor shall provide and maintain defibrillators to the same standard of rigour. The Contractor shall ensure that the Facilities have a minimum of one trained First Aider on each Site at any time.
- 1.23.12 The Contractor shall identify a member of staff at the Facilities as the "Health and Safety Competent Person" and shall ensure that they receive full first aid training as appropriate for the responsibility. This training shall include holding a valid certificate of competence in First Aid at Work (FAW) or Emergency First Aid at Work (EFAW), obtained from a training organisation approved by the Health and Safety Executive.

- 1.23.13 The Contractor shall display the names of the appointed first aiders in a prominent position on the wall in the reception area at each Facility.
- 1.23.14 The Contractor shall maintain a record of all training undertaken by staff with respect to health and safety training.
- 1.23.15 The Contractor shall include health and safety training in the new staff induction programme.
- 1.23.16 The Contractor shall ensure that all signs relating to exits and fire exits are to the standards required by health and safety Legislation and the requirements of Fire and Licensing Officers in respect both of general operation and special and entertainment events. For the avoidance of doubt, the Contractor shall be the 'responsible person' as defined by the Regulatory Reform (Fire Safety) Order 2005 and shall liaise with tenants of the Facilities to coordinate safety management.
- 1.23.17 The Contractor shall repair any damaged health and safety notices within 24 hours and shall take action in the interim period to ensure staff are fully aware and take the necessary action to prevent any type of incident.
- 1.23.18 The Contractor shall ensure that all exits are cleared of rubbish and debris and checked weekly for ease of exit.
- 1.23.19 The Contractor shall minimise any possible infectious diseases with respect to:
- Air conditioning and ventilation systems
  - Swimming pool water
  - Showers, toilets and hot water systems
  - Pest control.
- 1.23.20 The Contractor shall ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. The Contractor shall keep full records of all relevant training.
- 1.23.21 The Contractor shall produce a written statement of General Policies in accordance with the provisions of the Health and Safety at Work Act 1974.
- 1.23.22 The Contractor shall ensure that all employees receive a personal copy of this document and confirm their understanding of its contents within seven days of commencing their employment and that all employees have access to all other relevant documentation concerned with the Health and Safety at Work Act. To this end the Contractor shall, within seven days of the commencement of their employment, issue employees with a written list of all relevant documents which identifies the location of these documents.
- 1.23.23 Prior to being issued to employees, the Contractor shall submit for approval the above document to the Authority's Representative who will have access to all areas of the Facilities at all times for the purpose of inspection and may prohibit unsafe practices, impose penalties as appropriate or if necessary cause the closure of the Facilities or parts thereof.
- 1.23.24 The Contractor shall provide sufficient numbers of qualified employees to be present at all operating times across all Facilities to ensure the safety of employees, Users and sub-contractors.



- 1.23.25 The Authority retains the absolute right to instruct the Contractor to close any facility within the Facilities, immediately, in the interest of public safety.
- 1.23.26 In addition, the Contractor shall supply to the Authority's Representative, a minimum of one month before the Commencement Date, a manual setting out all safety procedures within each building for approval prior to issue to all employees. A copy of this manual must be on permanent display in the relevant staff room and changing area.
- 1.23.27 The Contractor shall notify all defects to plant and equipment affecting the health and safety of employees, Users and the Contractor to the Authority's Representative within one Business Day of their occurrence, together with any action taken to repair, withdraw from use or replace the plant or equipment.
- 1.23.28 The Contractor shall permit access at all times during the Minimum Opening Hours to all areas of any facility within the Facilities by the Authority's Representative, any relevant corporate health and safety advisor, Licensing Officer, Environmental Health Officer, Fire Officer or officer of the Health and Safety Executive that has responsibility for matters concerned with health and safety for the purpose of inspecting plant and equipment.
- 1.23.29 The Contractor shall set out the levels, types and quantities of protective clothing and equipment to be provided for each building. The Contractor shall also detail the frequency with which all protective clothing and equipment shall be replaced. Records of issue to employees shall be kept by the Contractor and made available for inspection by the Authority when required.
- 1.23.30 The Contractor shall at all times ensure compliance with maximum occupation levels for each facility within the Facilities as stipulated in the Fire Risk Assessment and/or Public Entertainments Licence.
- 1.23.31 The Contractor shall monitor safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity/ activities taking place.
- 1.23.32 The Contractor shall control public throughput of the Facilities to a level which does not jeopardise the safety of Users, reduce hygiene standards or compromise the provision of a quality service.
- 1.23.33 Not used.
- 1.23.35 The Contractor shall replace any removed or damaged notices and replace such notices within 24 hours.
- 1.23.36 The Contractor shall ensure that an induction session is carried out for all fitness gym Users. If the User is an experienced gym user and refuses to undertake an induction, they can have a fast track induction. The Contractor shall keep records of induction sessions and make them available for inspection by the Authority when required.
- 1.23.37 Not used.
- 1.23.38 The Contractor shall ensure that all catering services provided by the Contractor are in accordance with the Food Safety Act 1990 and the regulations and orders made thereunder and with particular regard to any existing Food Hygiene Orders.
- 1.23.39 The Contractor shall submit detailed procedures and action plans to deal with evacuation and emergency procedures for all buildings and shall inform the Authority's Representative in writing of any subsequent alterations necessary because of changes in Legislation, changes in the Facility or improvements to the procedures. The Contractor shall carry out

practice evacuations as a minimum every 6 months and shall maintain records of staff taking part and time taken to complete the evacuation.

- 1.23.40 The Contractor shall ensure that in any case of snow and ice, such snow and ice will be cleared and the immediate entrance and public pathways leading to the Facilities sanded/gritted.
- 1.23.41 The Contractor shall ensure that hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services are kept under proper control and safekeeping and are properly and clearly labelled on their containers and comply with the relevant Control of Substances Hazardous to Health Regulations (COSHH).
- 1.23.42 The Contractor shall ensure that all cleaning materials and equipment are appropriate for their required function and are used in accordance with the manufacturer's instructions, British Standards, and relevant Health and Safety Legislation, particularly COSHH.
- 1.23.43 The Contractor shall maintain comprehensive records of:
- All accidents and incidents involving staff, members of the public and contractors
  - Evacuations and incidents occurring at the premises
  - Reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- 1.23.44 The Contractor shall ensure that any RIDDOR reportable incident is reported to the Authority within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided within 24 hours.
- 1.23.45 The Contractor shall ensure that these records include details of any relevant actions taken/to be taken and shall be available to the Authority's Corporate and Public Safety Officer at any time.
- 1.23.46 The Contractor shall ensure that there are full and comprehensive Normal Operating Plans (NOPs) and Emergency Action Plans (EAPs) in place. The Contractor shall ensure each/ the Facility's fire and evacuation systems and equipment as part of the EAPs are maintained to relevant standards and regulations and appropriate records kept. Fire and evacuation procedures in place shall include 6 monthly safety drills with the appropriate records kept.
- 1.23.47 The Contractor shall ensure compliance with the conditions of the Fire and Electrical Certificates.
- 1.23.48 The Contractor shall ensure that only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, ticket offices etc. Clearly visible signs shall be displayed to this effect.
- 1.23.49 The Contractor shall enforce the Legislation relating to smoking in public places.
- 1.23.50 The following hygiene and safety standards and rules must be maintained and enforced within the Facilities by the Contractor as follows:
- No person is allowed to enter the pool area who:
    - does not have acceptable swim wear
    - is under the influence of alcohol or drugs
    - is considered to be a risk to themselves or others

- No outdoor footwear is allowed on the swimming pool surrounds by any person including any disabled swimmers or helpers gaining access. Shoe covers must be worn. No inappropriate footwear likely to cause damage to indoor or outdoor sports surfaces is allowed
- No animals or pets are allowed within the Facilities with the exception of special events, i.e. cat or dog shows. Guide dogs for the blind are restricted to reception and social areas only
- Within the Facilities car parks no persons are permitted to skateboard, roller skate, or alike or to partake in activity sports such as BMX cycling or motorised vehicle sports
- The Contractor shall ensure that no article of any kind is stored in the voids beneath any of the pools.

### **Reporting Requirements**

- 1.23.51 The Contractor shall report details of any accidents, incidents and evacuations reportable under the RIDDOR regulations to the Authority and any other required organisation (i.e. the Health and safety Executive (HSE)) within the time restraints prescribed by the regulations. The Contractor shall ensure that records of accidents and actions taken are to be made available for inspection by the Authority.
- 1.23.52 The Contractor shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant Facility site. A copy of this record shall be supplied by the Contractor to the Authority within 48 hours of receipt.
- 1.23.53 The Contractor shall provide a summary of all accidents and incidents occurring at the Facilities as part of the monthly Major Accidents and Incident report.
- 1.23.54 The Contractor shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Monthly Performance Monitoring Report.

## **1.24 Equipment**

### ***Required Outcome***

- 1.24.1 Equipment must be available in a safe state of repair and capable of being used for the relevant activity that it is designed for, taking into account the standard of sport or activity being undertaken.

### ***Performance Standards***

- 1.24.2 The Contractor shall provide the level of equipment and materials required to deliver the Services in accordance with Appendix 5 of this Schedule and the Contractor is responsible for this equipment and materials in the delivery of Services. The Contractor shall make provision for the hire of sports equipment, where this is not provided by the retail unit.
- 1.24.3 The Contractor shall ensure that all equipment provided as set out in Appendix 5 (split out by Zone) is fit for the purpose, safe and is maintained to a safe standard of repair and cleanliness at all times in accordance with the manufacturers' recommendations and is able to meet the programming requirements of the Facilities.

- 1.24.4 The Contractor confirms that the equipment listed in the Equipment Inventory set out in Appendix 5 is sufficient to enable the Contract to deliver the Services set out in this Services Specification.
- 1.24.5 The Contractor shall ensure that the Equipment Inventory is updated on a regular basis to reflect any replaced equipment and to identify any new or written off equipment. The Contractor shall provide a revised Equipment Inventory to the Authority within one month following the Commencement Date and on an annual basis within one month following each subsequent Contract Year.
- 1.24.6 The Contractor shall ensure that all equipment and materials (including all sports equipment and materials) shall comply with relevant international and industry standards, National Governing Body requirements and British and European Standards and shall be limited to the use it was designed for, as specified within the manufacturer's or supplier's guidelines and /or operating manuals.
- 1.24.7 The Contractor shall use all reasonable endeavours to ensure that all equipment is replaced on a like for like basis having due regard to relevant advances in equipment manufacture, trends in activity programming and in compliance with relevant industry standards, European standards, British standards and international and NGB standards.
- 1.24.8 The Contractor shall ensure that any item of equipment that, at any time, is found to be defective or has failed and so poses a hazard is immediately withdrawn from service. The Contractor shall make it secure and ensure it cannot inadvertently be used.
- 1.24.9 The Contractor shall ensure that IFI accredited fitness equipment is provided at the/ each Facility in order to meet the 'Registered' IFI assessment criteria as a minimum standard.
- 1.24.10 The Contractor shall obtain a manufacturer's certificate on an annual basis in respect of the fall arrest systems at the Facilities.
- 1.24.11 The Contractor shall test all portable electrical appliances at a suitable frequency to ensure compliance with the Electricity at Work Regulations and shall maintain a record of the equipment, test results and date of tests and action to be taken in a schedule, which is readily available for inspection by the Authority.
- 1.24.12 The Contractor shall ensure that all equipment to be used by the public is regularly inspected for safety with appropriate records kept. The Contractor shall ensure that all equipment receives an annual inspection and service from a recognised supplier. In addition to this independent assessment, the Contractor shall ensure that internal tests and inspections are carried out on a regular basis throughout each Contract Year.
- 1.24.13 The Contractor shall provide the level of equipment in accordance with the relevant Zone Data Sheet.
- 1.24.14 The Contractor shall not introduce any additional coin-operated equipment (in addition to all items identified in Appendix 5), including gaming and amusement machines, to the Facilities without prior written approval of the Authority.
- 1.24.15 The Contractor shall ensure that all Facilities have defibrillators on site and that there are regular training updates in line with current BACR regulations.
- 1.24.16 Not used.

### **Reporting Requirements**

- 1.24.17 The Contractor shall provide an updated form of the details included in Appendix 5 (the "Equipment Inventory") to the Authority within one month of the Commencement Date and, annually thereafter, within one month of the commencement of each Contract Year.
- 1.24.18 Appropriate records shall be maintained and updated at all times by the Contractor detailing all relevant inventories, losses or disposals, repairs and replacements throughout the course of this Agreement.
- 1.24.19 The Contractor shall submit details of any failures to maintain the required Performance Standards as set out above as part of the Monthly Performance Monitoring Report.

## **1.25 Access**

### **Required Outcome**

- 1.25.1 The Facilities, and all Zones within, must be accessible by all Users at all times in line with the requirements as set out in the Zone Data Sheets.

### **Performance Standards**

- 1.25.2 The Contractor shall ensure that the Facilities and all Zones within them, including the courts, buildings or any entrances, doorways, halls, lobbies, reception areas, unloading bays, corridors, lifts, staircases, access roads and car parks are open and free from any obstruction or physical destruction or deterioration (save for fair wear and tear) and comply with the standards set out in the relevant Zone Data Sheets so that each Zone is capable of performing its function and allows access with appropriate control, entrance to and exit from each Zone. The Contractor shall ensure that the standards of each Zone are compliant with the individual access audit recommendations for the/ each Facility.
- 1.25.3 The Facilities should be accessible by wheelchair users and sight impaired users.
- 1.25.4 The Contractor shall ensure that the Facilities, and all Zones and storage space within as specified in the Facilities Requirements are accessible by all Users in accordance with the relevant Zone Data Sheets.
- 1.25.6 A separate reception point shall be available in the Health & Fitness Suite/ Sunbed Rooms.
- 1.25.7 The Contractor shall control car parking at all times (for relevant facilities) and shall effectively manage car park flow, access and safety, especially when any special events take place, to ensure no adverse impact on local residents.
- 1.25.8 The Contractor shall ensure that all signage within the Facilities is clear and instructive and complies with health and safety guidelines (e.g. Managing Health and Safety in Swimming Pools) and the Equality Act 2010 (e.g. Braille) and any relevant planning restrictions.
- 1.25.9 The Contractor shall meet the access requirements in accordance with the relevant Zone Data Sheets.

### **Reporting Requirements**

- 1.25.10 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

## **1.26 Legislation and Policy**

### **Required Outcome**

- 1.26.1 The Facilities must comply with all Legislation relating to the Sites and the provision of Services including, for example, the Equality Act 2010, environmental Legislation, licensing requirements, health and safety, control of Asbestos and legionella.

**Performance Standards**

- 1.26.2 The Contractor shall ensure that there are no breaches of Legislation, including without limitation, that in respect of health and safety, data protection, safeguarding and the Equality Act 2010. The Contractor shall also ensure that any relevant planning conditions attached to the Facilities are complied with.
- 1.26.3 The Contractor shall operate an "Equality Policy" covering all activities and events.
- 1.26.4 The Contractor shall ensure that all employees and supervisory staff have a working knowledge of the Legislation, Regulations and guidelines relating to best practice in managing sport and leisure facilities.
- 1.26.5 In particular, the Contractor shall ensure that:
- All agents or suppliers who may be required to enter the Facilities are fully aware of all relevant rules and procedures concerning the health and safety regime and fire risk and precautions
  - All surface water and other liquid spillage within internal areas causing dangerous floor surfaces are dealt with immediately on identification of the problem and signed appropriately
  - The first aid equipment and supplies, including signage for first aid provision, is physically checked weekly and a record is made which is available for inspection by the Authority
  - Hazardous materials or equipment at the Facilities, which are to be used in the provision of the Services, are kept under proper control and safekeeping. The hazardous materials or equipment are properly and clearly labelled on their containers and comply with the relevant COSHH regulations
  - It undertakes, at its own cost, its own risk assessments and associated training
  - It keeps records of accidents and actions taken and these are to be made available for inspection by the Authority
  - There is a full and comprehensive fire and evacuation procedure. The Contractor shall ensure the/ each Facility's fire and evacuation systems, and associated equipment is maintained to relevant standards and regulations, and shall keep appropriate records
  - Only authorised personnel are permitted in non-public areas of the Facilities, such as plant areas, staff rooms, offices etc.
- 1.26.6 The Contractor shall ensure that the health & fitness suites are managed in accordance with the CIMSPA document "Health and Fitness Contractors' Guide.
- 1.26.7 The Contractor shall ensure that Ofsted registered crèche facilities are provided where appropriate. The Contractor shall ensure that the crèche is managed in accordance with standards required by the Child Protection Act and other relevant Social Services Department and/or OFSTED requirements.
- 1.26.8 The Contractor shall ensure that soft play areas are managed in accordance with standards required by the Child Protection Act and other relevant Legislation and Good Industry Practice.

- 1.26.9 The Contractor shall comply with all relevant Authority Policies as notified to the Contractor from time to time. in accordance with this Agreement.
- 1.26.10 The Contractor shall meet the Legislation and policy requirements in accordance with the relevant Zone Data Sheets.

### **Reporting Requirements**

- 1.26.11 The Contractor shall ensure that a copy of all the Legislation, Regulations and guidelines (or an appropriate abbreviation of Legislation containing all relevant clauses and sections) must be available for inspection at all time by the Authority's Representative.
- 1.26.12 The Contractor shall provide an annual "Licenses and Legislation Compliance Report" to the Authority within one month following the start of each Contract Year.
- 1.26.13 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

## **1.27 Water (Hot and Cold Installations)**

### **Required Outcome**

- 1.27.1 The Contractor shall ensure the supply of hot and cold water to those areas requiring water for domestic usage, also ensuring that where such water is required for drinking purposes that it is from a potable source.

### **Performance Standards**

- 1.27.2 The following standards shall be complied with by the Contractor:
- CIBSE Technical Memoranda TM 13: 1991 Minimising the risk of Legionnaires' Disease
  - The storage and distribution of water within the Facilities shall be in accordance with all building codes and BS guidance with particular reference to BS EN 806-1:2000, BS EN 806-2:2005 and BS EN 806-3:2006 'Specifications for installations inside buildings conveying water for human consumption', and BS 6700:2006 'Specification for design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages'
  - Maintenance shall be undertaken in accordance with the Health and Safety Commission Approved Code of Practice and Guidance L8: The control of legionella bacteria in water systems 2000.
- 1.27.3 The Contractor shall ensure water temperatures are maintained at required standards so as to prevent legionella and other water-borne contaminants.
- 1.27.4 The Contractor shall ensure the water system is maintained in accordance with the appropriate health and safety Legislation and standards.
- 1.27.5 The Contractor shall work proactively to develop and promote effective best practice water saving efficiency measures across the Facilities.
- 1.27.6 The Contractor shall ensure that where Domestic Hot Water (DHW) is supplied without thermostatic control, all taps are appropriately labelled.

- 1.27.7 The Contractor shall ensure that water closets, drinking fountains and urinals have a supply of cold water, which permits these services to be used in accordance with the manufacturers' specifications.
- 1.27.8 The Contractor shall ensure that free drinking water is available at all Facilities.
- 1.27.9 The Contractor shall undertake quarterly bacteriological testing of the hot and cold water systems.
- 1.27.10 The Contractor shall meet the standards in accordance with the relevant Zone Data Sheets.

#### **Reporting Requirements**

- 1.27.11 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

### **1.28 Drainage**

#### **Required Outcome**

- 1.28.1 The drainage systems shall provide safe effective removal of wastewater, surface water and liquid and solid waste (including kitchen grease discharge) from the Facilities in compliance with relevant Legislation.

#### **Performance Standards**

- 1.28.2 The Contractor shall ensure compliance with the requirements in building regulations for foul and surface water drainage.
- 1.28.3 The Contractor shall ensure the operation of an adequate drainage and sewage system throughout all relevant Zones within the Facilities in accordance with the relevant Zone Data Sheets.
- 1.28.4 The Contractor shall ensure that discharge temperatures do not exceed recommendations set by the Environment Agency.
- 1.28.5 The drainage systems above ground shall be maintained in accordance with the appropriate health and safety Legislation and standards.
- 1.28.6 The Contractor shall undertake regular testing and visual inspections of the drainage systems.

#### **Reporting Requirements**

- 1.28.7 The Contractor shall ensure that results of all non-compliant measurements are entered in the Property Database, logged on the Help Desk and reported to the Authority.
- 1.28.8 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Performance Monitoring Report with actions identified for rectification.

### **1.29 Ventilation**

#### **Required Outcome**

- 1.29.1 The Contractor shall ensure that the ventilation required within the Facilities provides a healthy and suitable environment conducive to the enjoyment of the sport, leisure or



recreational activity being carried out at that particular time and is provided in an energy efficient manner.

### **Performance Standards**

- 1.29.2 The Contractor shall ensure that the ventilation system is maintained in accordance with appropriate health and safety Legislation and standards.
- 1.29.3 The Contractor shall achieve appropriate ventilation rates to meet the requirements set out in the relevant Zone Data Sheets.
- 1.29.4 Ventilation rates shall be calculated according to CIBSE and BRE guidance.

### **Reporting Requirements**

- 1.29.5 The Contractor shall ensure that results of all non-compliant measurements are entered on to the Property Database and reported to the Authority.
- 1.29.6 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report with actions identified for rectification.

## **1.30 Heating (Thermal Comfort)**

### **Required Outcome**

- 1.30.1 To provide a thermal environment conducive to the enjoyment of the sport, leisure or recreational activity being carried out in a Zone within the Facilities at a particular time in an energy efficient manner.

### **Performance Standards**

- 1.30.2 The heating system shall be maintained in accordance with the appropriate health and safety Legislation and standards.
- 1.30.3 The Contractor shall ensure compliance with the following documents:
  - Handbook of Sports and Recreational Building Design Volumes 1 – 3 1996
  - BR264 Thermal Comfort: Past, Present and Future 1994
  - BR266 Trends in Thermal Comfort
  - BRECSU GIR 30- Performance Requirements for the Energy Efficient Office of the Future.
- 1.30.4 The Contractor shall measure, check and ensure that the inside temperature for each Zone within the Facilities during the Minimum Opening Hours is in compliance with the relevant Zone Data Sheets.
- 1.30.5 The Contractor shall measure the desired inside temperature at a height of 1 metre in the centre of the space. Instruments used for the measurement of temperature shall be checked annually against UKAS certified references of appropriate accuracy.

- 1.30.6 The Contractor shall ensure that measurement accuracy is better than 0.7°C for 95% of measurements over the temperature range of 15 to 25°C, and better than 1.0°C for measurements outside that range.

### **Reporting Requirements**

- 1.30.7 The Contractor shall ensure that results of all non-compliant measurements are entered onto the PPM Property Database and reported to the Authority.
- 1.30.8 The Contractor must submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

## **1.31 Lighting**

### ***Required Outcome***

- 1.31.1 To provide adequate levels of lighting for the particular activity being undertaken within each Zone within the Facilities. The Contractor shall consider switching off lighting banks parallel to windows, and adopting energy management control systems such as time switches, dimmable controls, and presence detectors.

### **Performance Standards**

- 1.31.2 The Contractor shall ensure the lighting system is maintained in accordance with appropriate health and safety Legislation standards.
- 1.31.3 The Contractor shall ensure that each Zone within the Facilities has a lighting (lux) level appropriate to its specified use in accordance with the relevant Zone Data Sheets. The following standards shall be met by the Contractor:
- Lighting in respect of minimum luminescence, colour rendition and glare index as specified in the Zone Data Sheets
  - Building Regulations Part L
  - BS 8206-2:2008 'Lighting for Buildings. Code of Practice for Daylighting'
  - LG4CIBSE Lighting Guide – Sports (and Addendum)
  - CIBSE Code for Lighting 2004
  - 'Sport England' Handbooks 1 – 3
  - BS 5266-1:2005 'Emergency lighting. Code of Practice for the Emergency Lighting of Premises'.
- 1.31.4 The Contractor shall ensure that illumination levels within each Zone meet the requirements set out in the relevant Zone Data Sheets.
- 1.31.5 The Contractor shall ensure that external lighting is provided for security purposes.
- 1.31.6 The Contractor shall ensure that it addresses the particular requirements of special needs groups for less powerful lighting.
- 1.31.7 The Contractor shall ensure that light source efficiency is better than 2.7 W / m<sup>2</sup> / 100 lux except where justifiable.

- 1.31.8 The Contractor shall ensure that the number of non-operating lights or tubes does not exceed 10% of the total in the Zone.

#### **Reporting Requirements**

- 1.31.9 The Contractor shall ensure that results of all non-compliant lighting level and uniformity ratio measurements are recorded on the Property Database and reported to the Authority.
- 1.31.10 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

### **1.32 Pool Water Quality (Swimming Pool Installations)**

#### **Required Outcome**

- 1.32.1 Swimming Pools that provide Users with a safe and comforting environment in which to participate in both swimming and water sports as required in this Services Specification.

#### **Performance Standards**

- 1.32.2 The Contractor shall ensure that the Swimming Pools are maintained in accordance with the appropriate health and safety legislation and standards.
- 1.32.3 The Contractor shall ensure compliance with the following standards;
- The Handbook of Sports and Recreational Building Design Volume 3 published as at 1996 and The Pool Water Guide; Treatment and Quality of Swimming Pool Water
  - CIMSPA Swimming Pool Treatment and Quality Standards
  - HSC/HSE – “Safety in Swimming Pools”.
  - Pool Water Treatment Advisory Group – Swimming Pool Water Treatment and Quality Standards.
- 1.32.4 The Contractor shall ensure that all pool water is of the level of quality and temperature stipulated within the Zone Data Sheets.
- 1.32.5 The Contractor shall ensure that the pool water is maintained in a ‘balanced’ condition. The Contractor shall ensure that a balanced water test is conducted weekly, duly recorded and action taken to ensure that the pool water is ‘in balance’, corrosion is eliminated, precipitants do not form and the water is safe for pleasant bathing conditions.
- 1.32.6 The Contractor shall ensure that the pool water is tested for PH and free Chlorine in accordance with the Swimming Pool Hall Data Sheet every 3 hours, with the initial test each day taking place before the pools are brought into use. The Contractor shall ensure that complete records are kept of all readings to include date, time and type of test. These records shall be available for inspection by the Authority's Representative at any time.
- 1.32.7 The Contractor shall ensure that the filters are backwashed as recommended in the relevant plant maintenance instructions to ensure that the water quality is maintained at the required standard. A pool water dilution rate of 30 litres per bather per day is a CIMSPA recommendation, which the Contractor shall comply with across all the Facilities. Standards shall be maintained in line with the up to date CIMSPA recommendations and the Pool Water Treatment Advisory Group (PWTAG) industry standards.

- 1.32.8 In the event of more stringent standards being set by the Sports Council and/or the Health and Safety Executive during the Contract Period, the Contractor shall adhere to these more stringent standards. The Contractor shall not use different chemical constituents to maintain the above standards without the prior approval in writing of the Authority's Representative.
- 1.32.9 The Contractor shall ensure that monthly bacteriological tests are undertaken.

#### **Reporting Requirements**

- 1.32.10 The Contractor shall report inspections and results of all non-compliant measurements on the Property Database. The Contractor shall ensure that non-conformance with the Zone Data Sheet requirements is reported to the Authority.
- 1.32.11 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

### **1.33 CCTV and Security**

#### **Required Outcome**

- 1.33.1 Facilities that are secure and a system that provides a safe level of security to Users during their visit, but which does not compromise the personal privacy of Users getting changed.

#### **Performance Standards**

- 1.33.2 The Contractor shall ensure compliance with the Information Commissioner's Code of Practice issued under the Data Protection Act 1998.
- 1.33.3 The Contractor shall at all times be responsible for the total security of the Facilities which includes land, buildings, structures and amenities, as shown on the Site Plans, together with plant rooms, machinery, equipment, fixtures, fittings and furnishings, and any item of stock.
- 1.33.4 The Contractor shall utilise the security systems installed or provided at the Facilities and shall maintain them. In the event of any alarms or security devices or radios being removed or becoming non-operational or non-maintainable, the Contractor shall replace the same with a suitable alternative or security device approved by the Authority's Representative.
- 1.33.5 The Contractor shall ensure that all external and internal fully operational CCTV security cameras as part of the security system are provided within the Facilities in accordance with the relevant Zone Data Sheets.
- 1.33.6 The Contractor may wish to add to the system but shall ensure that prior to the installation of any additional alarm or security equipment the prior written approval of the Authority's Representative is obtained.
- 1.33.7 The Contractor shall be responsible for the safe keeping of any keys to the Facilities and the maintenance of a key register. The Contractor shall ensure that a list of key holders, together with their addresses and telephone numbers is supplied to the Authority and the Police before the Commencement Date. The Contractor shall update the list whenever changes are made or on a quarterly basis otherwise.
- 1.33.8 The Contractor shall supply a list of names, addresses and telephone numbers of members of the Contractor's staff who are on a 24 hour call out contact to the Authority, Police, and alarm companies prior to the Commencement Date. This list shall be immediately up-dated by the Contractor as circumstances require on the appointment of, resignation of etc. or change to any member of staff on the list.

- 1.33.9 The Contractor shall ensure that only authorised personnel are admitted to any plant areas containing specialist equipment and machinery, e.g. water treatment and boiler rooms.
- 1.33.10 The Contractor shall ensure that a zoned intruder detection system in order to enhance the security of the whole of the Facilities is fully operational in accordance with the relevant Zone Data Sheets. The Contractor shall ensure that a fully operational control unit and remote keypad to activate and deactivate the intruder detection system is available at all times. The Contractor shall ensure that each keyholder is given a unique password and that these passwords are changed on a regular basis.
- 1.33.11 The Contractor is responsible for the total security system and its maintenance and shall retain and utilise the existing system.
- 1.33.12 The Contractor shall ensure that appropriate out of hours keyholders are appointed to respond to intruder alarms.

### **Reporting Requirements**

- 1.33.13 The Contractor shall report inspections and record the results of all non-compliant measurements on the Property Database. The Contractor shall ensure that non-conformance within the Zone Data Sheets is reported to the Authority.
- 1.33.14 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

## **1.34 Staffing**

### **Required Outcome**

- 1.34.1 The Facilities must have sufficient and suitably qualified staff to provide the services required by this Services Specification and all relevant Legislation, including relating to the swimming pools, health and fitness gym and safeguarding requirements for the supervision of children's activities.

### **Performance Standards**

- 1.34.2 The Contractor shall ensure that as a minimum, staffing levels are appropriate to the size of the Facilities, the activity and delivered by suitably trained personnel.
- 1.34.3 not used.
- 1.34.4 The Contractor shall ensure compliance with the relevant requirements of the local OFSTED registration requirements, the Authority Social Services Department, meeting the 14 standards outlined in National Standards for under 8's Day Care and Childminding as set out in The Children Act and the staff qualifications for any other specific activity as outlined in the Contractor's Method Statements.
- 1.34.5 Staff who are employed, licensed or permitted to offer personal training services within the Facilities or who deliver coached activities and courses must be qualified to the appropriate level in accordance with the governing body for the sport/activity.
- 1.34.6 The Contractor shall provide a list of named staff with the necessary professional and technical competence as appropriate to fully discharge the requirements of this Services Specification in a safe and efficient manner.

- 1.34.7 The Contractor must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement in relation to all staff employed in relation to the provision of Services including any third party club or coach.
- 1.34.8 The Contractor shall ensure that appropriately qualified persons or sub-consultant companies carry out all maintenance works.
- 1.34.9 The Contractor shall ensure that reception desks are appropriately staffed at all times the Facilities are open to the public. Reception staffing levels and access control procedures at times of peak demand shall be such that Users are able to gain access without unreasonable delay.
- 1.34.10 The Contractor shall ensure that appropriate staffing levels are available in each Zone in accordance with the relevant Zone Data Sheets.
- 1.34.11 The Contractor shall ensure that a member of gym staff is available on the gym floor during all operational hours who is not involved in induction or personal training.
- 1.34.12 The Contractor shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment Legislation including equal opportunities, the EU Working Time Regulations and the national minimum wage.
- 1.34.13 The Contractor shall be entirely responsible for the employment and conditions of service of its employees and shall implement a scheme for the continued assessment and development of staff. The Contractor shall therefore ensure that, through individual staff training plans where applicable to each role, staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The Contractor shall ensure that this is appraised annually.
- 1.34.14 The Contractor is encouraged to offer apprenticeships and work experience in the Facilities to local residents.
- 1.34.15 The Contractor shall appoint an overall contract manager to be its Contractor's Representative. The Contractor's Representative shall consult with the Authority's Representative as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings on a regular basis.
- 1.34.16 The Contractor shall employ sufficient qualified and experienced staff to ensure a high standard of service and customer care at all times. Accordingly, it will be necessary for the Contractor to employ sufficient reserves of staff to provide these high standards in times of sickness, leave, training and other absence from work.
- 1.34.17 The Contractor shall at all times employ sufficient numbers of qualified staff for durations of duty in accordance with the standards as outlined in the Health and Safety Executive's "Managing Health and Safety in Swimming Pools" and set out in the relevant Zone Data Sheets.
- 1.34.18 The Contractor shall ensure that all employed lifeguards are inducted using the CIMSPA document The Qualified Lifeguard's Induction and Ongoing Training Manual.
- 1.34.19 The Contractor will also encourage the attainment of the ASA's Learn to Swim Accreditation.
- 1.34.20 The Contractor shall employ sufficient staff, coaches and instructors currently qualified for all activities where coaching or instruction takes place or specific qualifications are required.
- 1.34.21 Not Used.

- 1.34.22 The Contractor shall employ staff suitably trained in order to conduct induction training courses for Users on weight-lifting and training and other exercise equipment in the fitness rooms.
- 1.34.23 Not Used.
- 1.34.24 The Contractor shall ensure that staff employed as lifeguards attend a minimum of 2 hours training per month as a condition of employment. This applies to full time, part time and casual staff.
- 1.34.25 The Contractor shall maintain detailed training records to include attendance at lifeguard training sessions.
- 1.34.26 The Contractor shall promote and recognise the use of CIMPSA's continuing professional development (CPD) activities.

#### **Reporting Requirements**

- 1.34.27 The Contractor shall submit to the Authority for its approval one month prior to the Commencement Date a training plan for all existing staff and any proposed additional staff. The Contractor shall resubmit the training plan for the Authority's approval annually thereafter.
- 1.34.28 The Contractor shall submit details of any failure to maintain the required Performance Standards set out above as part of the Monthly Performance Monitoring Report.

## Appendix 1 - Minimum Opening Hours

<i>Facility</i>	<i>Days</i>	<i>Minimum Opening Hours</i>
Goldenstones Leisure Centre	Monday to Friday	06.30 – 21.00
	Saturday	07.00 – 18.00
	Sunday	08.00 – 20.00
Wincanton Sports Centre	Monday to Friday	07.00 – 22.00
	Saturday	08.00 – 18.00
	Sunday	08.00 – 22.00
Westland Sports and Fitness Centre	Monday to Friday	06.30 – 22.00
	Saturday and Sunday	08.00 – 17.00
Chard Leisure Centre	Monday to Friday	06.30 – 22.00
	Saturday and Sunday	08.00 – 17.00

The facilities are not required to be open on Christmas Day, Boxing Day and New Year's Day, and may have further closure days and reduced opening hours over the Christmas and New Year period to be approved by the Authority by at least the end of September.

On other bank holidays the facilities may be opened for a reduced number of hours to be approved by the Authority at least 4 weeks prior to the relevant bank holiday.

The opening times for Chard Leisure Centre set out above are based on expected opening times, but bidders are free to propose alternatives and the Council will be willing to discuss opening times once the centre is open.



## Appendix 2 - Authority Weekly Programming Requirements

The Contractor shall accommodate the Users and time requirements detailed below and these times and activities can only be changed with the prior agreement of the Council.

Current Clubs using LED sites All are regular block bookings					
Site	Club	Day	Time	Space	Months of year
Goldenstones	Yeovil District Swim Club	Monday	19:00-20:15	Whole Pool	Jan - July, Sept - Dec (2 weeks off over christmas)
		Wednesday	06:30-07:30		
			19:00-20:00		
		Friday	20:00-21:00		
		Saturday	08:00-09:00		
	Westlands Pilots	Friday	08:30-09:00	Whole Pool	All year
	Yeovil Lifesaving Club	Friday	19:00-20:00	Whole Pool	All year, bar 2 weeks at christmas
	Apollo	Saturday	09:00-10:00	Whole Pool	All year
Schools use the pool for lessons Monday - Friday between 9am - 11am term time only. Schools using the pool for lessons include, West Coker, East Coker, Holy Trinity, St Michael's, St Gilda's, Oaklands, Chilthorne Domer, Norton, Birchfield, Ash, All Saints, Fiveways, Fairmead, Barwick & Stoford.					
Wincanton	Wincanton Swim Club	Thursday	18:00-21:00	Whole Pool	All year
		Sunday	17:00-19:00	Whole Pool	
	Bruton Robins Netball	Tuesday	19:30-21:00	Whole Hall	Seasonal
	Debbie Hill Tae Kwondo	Thursday	18:00-20:00	3 Courts	All year
	5 a-side (Pulling)	Thursday	21:00-22:00	Whole Hall	All year
	Wincanton Youth Football	Friday	19:00-20:00	Whole Hall	Seasonal
	Templecombe Dads Football	Sunday	20:00-22:00	Whole Hall	All year
	Schools use the pool for lessons Monday - Friday some days between 11-12noon and some days between 1.30 - 3.30pm, term time only. Schools using the pool for lessons include, St Nicolas, Countess Gyntha, Sunny Hill, Horsington, North Cadbury, Our Ladies of Mt Carmel, Lufton College, Abbas & Templecombe, Marchant Holiday, Castle Cary, Wincanton Primary, Brue Farm Primary, King Arthurs,				
Westlands	U3A (Badminton & Table Tennis)	Monday	10:00-11:00	2 courts	All year
		Thursday	14:00-15:00	2 courts	All year
		Friday	10:00-11:00	1 court	All year
	Jumping Beans	Monday	08:30-14:00	2 courts	Term Time
		Thursday	08:30-13:00	2 courts	Term Time
	5 A-side (Baker)	Monday	17:00-18:00	Whole Hall	All year
	Yeovil Badminton Club	Monday	18:00-20:00	2 courts	All year, but reduces some courts out of season
			20:00-22:00	4 courts	
			22:00-23:00	2 courts	
		Friday	19:00-21:00	2 courts	

<b>5 A-side (SSDC)</b>	Friday	12:00-13:00	Whole Hall	All year
<b>BT Reserves Badminton</b>	Monday	19:00-20:00	1 court	All year
<b>Westlands Short Mat Bowls</b>	Tuesday	14:00-16:00	1 court	Winter months
<b>Aerosystems Badminton</b>	Tuesday	13:00-14:00	1 court	All year
<b>5 A-side (Speed)</b>	Tuesday	18:00-19:00	Whole Hall	Seasonal
<b>Yeovil Table Tennis Club</b>	Tuesday	19:00-23:00	2 courts	All year
	Wednesday	19:00-23:00	2 courts	All year
	Sunday	10:00-12:00	1 court	All year
<b>Hand Picked Badminton</b>	Wednesday	9:00-11:00	1 court	All year
<b>South West Karate Academy</b>	Wednesday	17:30-19:00	2 courts	All year
<b>Birchfield Badminton</b>	Wednesday	18:00-20:00	1 court	All year
<b>Harrison Badminton</b>	Thursday	18:00-19:00	1 court	All year
<b>Booth Badminton</b>	Thursday	18:00-19:00	1 court	All year
<b>Wessex Wanderers Badminton</b>	Thursday	20:00-22:00	2 courts	All year

### Appendix 3 - Authority Pricing Requirements

The Council has set out the following prices which will need to be approved annually by the Council.

Activity Price List	S.S proposed from April 2020	
<b>Swimming Activities</b>	<b>Non Member</b>	<b>Concession/PTL</b>
Swim Adult	£5.00	£3.75
Swim Under 3	FREE	FREE
Swim 3-15	£3.00	£2.25
Family Swim	£14.00	£10.50
Disability Swim	£3.00	N/A
Funsplash	£5.00	£3.75
Junior Swimming Courses 30min (10wk)	£63.00	£47.25
Junior Swimming Courses 1 hour (10wk)	£83.00	£62.25
Adult Swimming classes	£8.00	£6.00
Swimming Individual Lessons	£Call	
<b>Gym Activities</b>	<b>Non Member</b>	<b>Concession/PTL</b>
Gym Workout Adult 16 yrs+	£6.50	£4.90
Teen Gym 11+ yrs	£4.50	£3.40
<b>Gym appointments</b>	<b>Non Member</b>	<b>Concession/PTL</b>
Step 1 Introduction 60 min	£32.00	£24.00
Step 2 Programme 60 min	£25.00	£18.75
Step 3/4 Review 30min	£16.00	£12.00
Fitness Assessment 60 min	£30.00	£22.50
Mini Fitness Assessment 30min	£18.00	£13.50
Teen Gym Introduction (up to 16)	£16.00	£12.00
ProActive step 1 introduction	£22.00	£16.50
Personal training	£Call	£Call
<b>Fitness Classes</b>	<b>Non Member</b>	<b>Concession/PTL</b>
Standard Class (typically 45-50 mins)	£6.00	£4.50
Premium Class (typically 45-50 mins)	£6.50	£4.90
Premium Plus Class	£7.00	£5.25
Express Class (typically 25-30 mins)	£5.20	£3.90
Teen Exercise Class	£4.50	£3.40
<b>Sports Courts (Per Person)</b>	<b>Non Member</b>	<b>Concession/PTL</b>
Badminton Singles (adult)	£4.80	£3.60
Badminton Singles (junior)	£2.80	£2.10
Badminton doubles (adult)	£2.40	£1.80
Badminton doubles (junior)	£1.40	£1.05
Table tennis (adult)	£4.10	£3.05
Table tennis (junior)	£2.60	£1.95
Squash (Westlands only)	£4.00	£3.00
<b>Junior Sports Courses</b>	<b>Non Member</b>	<b>Concession/PTL</b>
Sports Courses	Call for availability	Call for availability
SportZmix Holiday Activities & Birthday Parties	Call for availability	Call for availability

<b>Sports Facility Hire</b>		
Sports Hall – Wincanton & Westlands sportshall (adult)	£40.00	
Sports Hall - Wincanton & Westlands sportshall (junior)	£27.00	
Half Hall – Wincanton & Westlands sportshall (adult)	£20.00	
Half Hall – Wincanton & Westlands sportshall (junior)	£17.00	
Studio Hire - Wincanton, Westlands, Goldenstones	Call for availability	

<b>Booking Information</b>
Non members are required to pay on booking (Advance Booking 7 days). Minimum 24 hour cancellation notice required for activity refund. Many activities are free with an Unlimited, Aqua or Inspire Membership. Call for details.
<b>Concessions &amp; PassportTo Leisure (PTL)</b> Proof of eligibility must be seen in order to purchase concession or PTL prices. Student concessions available on adult activity prices only.

The contractor is expected to offer a leisure card which delivers the same or better benefits than the current leisure card (Passport to Leisure).

All pricing is at the Pricing Reference Date and all rates are inclusive of VAT.

#### **Appendix 4 - Zone Data Sheets**

Please refer to the separate attachment called Appendix 4 Zone Data Sheets. To be completed at ISFT stage

## **Appendix 5 - Equipment Inventory**

Please refer to the separate excel spreadsheet - Appendix 5 Equipment Inventory.<sup>3</sup>

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<sup>3</sup> Equipment Inventory to be inserted, to be split between Authority equipment and Contractor equipment, as appropriate

## Appendix 6

### Outcomes Scorecard<sup>4</sup>

Scorecard categories: CP = Customer Perspective; IBP = Internal Business Processes; CI = Continuous Improvement; F = Financial.

Ref	Headline Outcome	Target Indicator	Scorecard Category	Primary Performance Measure (A = annually reported; Q = quarterly reported)	Score Banding (G = Green; A = Amber; R = Red)	Current Status		Look Ahead (Action Plan)
						Quarterly Score	Narrative comments	
1	<i>Quality Service Delivery and Affordability</i>							
2	<i>Financially and Environmentally sustainable facilities and innovation</i>							
3	<i>Increased opportunities to participate in sport and physical activity at all levels, for all sections of the community</i>							
4	<i>Increases in activity levels from underrepresented/target groups identified as having no or low levels of physical activity</i>							

<sup>4</sup> Outcomes Scorecard to be developed by the Contractor and the Authority during the first Contract Year based on the Authority's Outcomes set out in paragraph [1.5] of this Services Specification. Achievement against the Outcomes Scorecard shall be reviewed on a quarterly basis and assessed annually.

Ref	Headline Outcome	Target Indicator	Scorecard Category	Primary Performance Measure (A = annually reported; Q = quarterly reported)	Score Banding (G = Green; A = Amber; R = Red)	Current Status		Look Ahead (Action Plan)
						Quarterly Score	Narrative comments	
	<i>including disabled people</i>							
5	<i>Delivering local Social Value locally through strong and positive engagement with partners.</i>							



## Appendix 7

### Key Performance Indicators

Key Performance Indicator assessment to be completed by the Contractor and included as an appendix to the Performance Monitoring Report providing utilisation, services, facility and financial performance data to be used for information only and as a performance monitoring tool to support the process of continuous improvement.

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
Availability & Monthly Performance							
Percentage of facilities available at defined opening times	G = >95% A = 90-95% R = <90%	X%	X%	X%	X%		
Number of performance failures in each/key category: <div><div>- Pricing</div><div>- Opening Hours</div><div>- Activity Programming</div><div>- Health &amp; Safety</div><div>- Equipment</div><div>- Access</div><div>- Legislation &amp; Policy</div><div>- Water</div><div>- Drainage</div></div>	Not colour coded, for information and to inform future action plans.	X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X	X	X	X		

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
- Ventilation		X	X	X	X		
- Heating		X	X	X	X		
- Lighting		X	X	X	X		
- Pool Water Quality		X	X	X	X		
- CCTV & Security		X	X	X	X		
- Staffing		X	X	X	X		
- Cleaning		X	X	X	X		
- Environmental & Energy Management		X	X	X	X		
- Customer Service		X	X	X	X		
- Catering & Vending		X	X	X	X		
- IT Systems		X	X	X	X		
- Maintenance		X	X	X	X		
- Grounds Maintenance							
- Event Management		X	X	X	X		
- Reporting		X	X	X	X		
		X	X	X	X		
		X	X	X	X		
		X					

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
		X	X	X	X		
		X	X	X	X		
			X	X	X		
Percentage of performance failures identified from each source: <ul style="list-style-type: none"> <li>- Self-monitoring</li> <li>- Client monitoring</li> <li>- External audits</li> <li>- Users</li> </ul>	Not colour coded, for information and to inform future system changes	X%	X%	X%	X%		
		X%	X%	X%	X%		
		X%	X%	X%	X%		
		X%	X%	X%	X%		
Percentage of performance events rectified in time	G = >95% A = 90-95% R = <90%	X%	X%	X%	X%		
Percentage of performance events requiring an extension	G = <10% A = 10-20% R = >20%	X%	X%	X%	X%		
Percentage of performance events completely resolved within 30 Contract Days	G = >95% A = 90-95% R = <90%	X%	X%	X%	X%		
Number of Performance Adjustment Points issued and resulting in Quarterly Performance Adjustments (£	G = <5% A = 5-10%	£X X%	£X X%	£X X%	£X X%		

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
total and percentage of Quarterly Payment)	R = >10%						
<b>Customer Service</b>							
Number of comments/ complaints dealt with within the required time	G = 100% A = 95-100% R = <95%	X%	X%	X%	X%		
Percentage of Users satisfied with the Service	G = 100% A = 95-100% R = <95%	X%	X%	X%	X%		
<b>Maintenance of Buildings, Plant and Equipment</b>							
Delivery of Schedule of Programmed Maintenance and approval by Authority of proposed changes (% of Programme delivered on time or change approved)	Number of Programme activities completed.  £ spent on planned activities, compared to budget.  RAG only against number of tasks:  G = 100%  A = 95-100%  R = <95%	X  £X,000  X%	X  £X,000  X%	X  £X,000  X%	X  £X,000  X%		
<b>Activity Programming</b>							

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
Number of events, sessions and programmed activities	G = >95% compared to target  A = 90-95% compared to target  R = <90% compared to target	X X%	X X%	X X%	X X%		
<b>Health &amp; Safety</b>							
RIDDOR reportable events	Not colour coded, number of reportable events	X	x	x	x		
<b>Utilisation</b>							
Throughputs:		Total	Total	Total	Total		
- Total visits to Facility	G = >95% compared to target  A = 90-95% compared to target  R = <90% compared to target	X,00,000	X,00,000	X,00,000	X,00,000		
- Young People (Under 16)		X%	X%	X%	X%		
- 60+ Years old		Young People (Under 16)	Young People (Under 16)	Young People (Under 16)	Young People (Under 16)		
- BAME groups		X,00,000	X,00,000	X,00,000	X,00,000		
- Disabled persons		X%	X%	X%	X%		
- Fitness Members		60+ Years old	60+ Years old	60+ Years old	60+ Years old		
- Swimming lesson attendances		X,00,000	X,00,000	X,00,000	X,00,000		
- Club use		X%	X%	X%	X%		

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
- Per Facility area		Disabled persons X,00,000 X% Fitness Members X,000 X% Swimming lesson attendances X,000 X% Club use X,000 X% Per area X,000 X%	Disabled persons X,00,000 X% Fitness Members X,000 X% Swimming lesson attendances X,000 X% Club use X,000 X% Per area X,000 X%	Disabled persons X,00,000 X% Fitness Members X,000 X% Swimming lesson attendances X,000 X% Club use X,000 X% Per area X,000 X%	Disabled persons X,00,000 X% Fitness Members X,000 X% Swimming lesson attendances X,000 X% Club use X,000 X% Per area X,000 X%		
Number of talented individuals who are supported in training programmes	Reporting against business plan targets – actual measure and %  G = >95% compared to target  A = 90-95% compared to target	X X%	X X%	X X%	X X%		

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
	R = <90% compared to target						
Number of individuals using the Facilities who are undergoing clinical rehabilitation/ identified as overweight/ obese individuals	Reporting against business plan targets – actual measure and %  G = >95% compared to target A = 90-95% compared to target R = <90% compared to target	X X%	X X%	X X%	X X%		
Number of educational/ development sessions hosted	Reporting against business plan targets – actual measure and %  G = >95% compared to target A = 90-95% compared to target R = <90% compared to target	X sessions X%	X sessions X%	X sessions X%	X sessions X%		
Number of coaching courses/ camps delivered	Reporting against business plan targets – actual measure and %  G = >95% compared to target A = 90-95% compared to target R = <90% compared to target	X courses/ camps X%	X courses/ camps X%	X courses/ camps X%	X courses/ camps X%		

Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year’s Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
Environmental							
Utility usage & trends	Financial trends analysis – year on year / quarter on quarter comparisons  G = within 5% of budget  A = within 5-10% of budget  R = more than 10% off budget	X consumption units  £X  X%	X consumption units  £X  X%	X consumption units  £X  X%	X consumption units  £X  X%		
Financial							
Reporting of budgets versus actual performance – income per Facility	Financial trends analysis – year on year / quarter on quarter comparisons  G = within 5% of budget  A = within 5-10% of budget  R = more than 10% off budget  (supported by more detailed comparison)	Income £  Income X% vs target  Facility A £X,000,000 X%  Facility B £X,000,000 X%	Income £  Income X% vs target  Facility A £X,000,000 X%  Facility B £X,000,000 X%	Income £  Income X% vs target  Facility A £X,000,000 X%  Facility B £X,000,000 X%	Income £  Income X% vs target  Facility A £X,000,000 X%  Facility B £X,000,000 X%		
Reporting of budgets versus actual performance – expenditure per Facility	Financial trends analysis – year on year / quarter on quarter comparisons  G = within 5% of budget  A = within 5-10% of budget	Expenditure £  Expenditure X% vs target  Facility A £X,000,000 X%	Expenditure £  Expenditure X% vs target  Facility A £X,000,000 X%	Expenditure £  Expenditure X% vs target  Facility A £X,000,000 X%	Expenditure £  Expenditure X% vs target  Facility A £X,000,000 X%		



Key Performance Indicator	Score Banding (G = Green; A = Amber; R = Red)	Current Status					Look Ahead (Action Plan)
		Quarterly Score (colour coded)	Comparison to Previous Year's Quarter	Year to Date (colour coded)	Comparison to previous Year to Date	Narrative comments	
	R = more than 10% off budget  (supported by more detailed comparison)	Facility B £X,000,000 X%	Facility B £X,000,000 X%	Facility B £X,000,000 X%	Facility B £X,000,000 X%		
Annual lifecycle expenditure against plan (actual amounts spent vs planned spend)	G = within 5% of budget A = within 5-10% of budget R = more than 10% off budget	£X spend  X% vs budget	£X spend  X% vs budget	£X spend  X% vs budget	£X spend  X% vs budget		
Inventory expenditure (measured against 'equipment expenditure' in business plan)	G = within 5% of budget A = within 5-10% of budget R = more than 10% off budget	£X spend  X% vs budget	£X spend  X% vs budget	£X spend  X% vs budget	£X spend  X% vs budget		
Subsidy per user (broken down per Facility)	G = within 5% of budget A = within 5-10% of budget R = more than 10% off budget	£X	£X	£X	£X		